# Town of Londonderry, Vermont

## **Selectboard Meeting Agenda**

Monday, July 21, 2025 – 6:00 PM 100 Old School Street, South Londonderry, VT 05155

- 1. Call to Order
- 2. Additions or Deletions to the Agenda

[1 V.S.A. 312(d)(3)(A)]

- 3. Executive Session(s) The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)(Liam Elio review)
- 4. Minutes Approval Meeting(s) of 07/07/2025
- 5. Selectboard Pay Orders
- 6. Announcements/Correspondence
- 7. Visitors and Concerned Citizens
  - a. Representative Chris Morrow -Legislative Updates
- 8. Town Officials Business
  - a. Town Administrator/Town Clerk
    - i. Windham Country Animal Control Officer program
    - ii. Public Records Fee Schedule
  - b. Short-Term Rental Coordinator Andy Dahlstrom
    - i. Vacation approval
  - c. Planning Commission
    - i. Survey at Transfer Station
- 9. Transfer Station/Solid Waste Management
  - a. Updates
- 10. Roads and Bridges
  - a. Updates
  - b. Review and Approve Spring Hill Bank Stabilization Work Proposal
  - c. Review and Approve Guardrail Work Proposal
  - d. Review and Approve Town Highway Structures Grant 2026
- 11. Old Business
  - a. Review and Approve Town Office Change Orders
  - b. Review and Approve GMP Agreement
  - c. Review and Approve Certificate of Substantial Completion for Town Office Project
- 12. New Business
  - a. Recycling Coordinator Job Description
  - b. Review and Approve Windham Regional Commissions Town Office Facilities Use
  - c. Review and Approve MERP Amended Agreement
  - d. Building Use Request for Weston Playhouse Theater Company Twitchell Building for August 2, 2025
- 13. Adjourn

Posted and distributed on July 18, 2025

Meeting documents will be available at <a href="http://www.londonderryvt.org/town/agendasminutes/">http://www.londonderryvt.org/town/agendasminutes/</a> approximately 24 hours before the meeting.

Live video of meetings available at:

https://www.youtube.com/user/GNATaccess https://www.facebook.com/GNATtelevision

# Town of Londonderry, Vermont Table Of Contents

Table Of Contents	7
1. Call to Order	
2. Additions or Deletions to the Agenda [1 V.S.A. 312(d)(3)(A)]	
3. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)(Liam Elio review)	
4. Minutes Approval – Meeting(s) of 07/07/2025	2-9
5. Selectboard Pay Orders	
6. Announcements/Correspondence	
7. Visitors and Concerned Citizens	
a. Representative Chris Morrow –Legislative Updates	
8. Town Officials Business	
a. Town Administrator/Town Clerk	
i. Windham Country Animal Control Officer program	10-31
ii. Public Records Fee Schedule	
b. Short-Term Rental Coordinator – Andy Dahlstrom	
i. Vacation approval	
c. Planning Commission	
i. Survey at Transfer Station	32-33
9. Transfer Station/Solid Waste Management	
a. Updates	
10. Roads and Bridges	
a. Updates	
b. Review and Approve Spring Hill Bank Stabilization Work Proposal	34
c. Review and Approve Guardrail Work Proposal	35
d. Review and Approve Town Highway Structures Grant 2026	36-54
11. Old Business	
a. Review and Approve Town Office Change Orders	55-78
b. Review and Approve GMP Agreement	79-80
c. Review and Approve Certificate of Substantial Completion for Town Office	81-87
Project	
12. New Business	
a. Recycling Coordinator Job Description	88-90
b. Review and Approve Windham Regional Commissions Town Office Facilities	91-92
Use	
c. Review and Approve MERP Amended Agreement	93-106
d. Building Use Request for Weston Playhouse Theater Company – Twitchell	107-108
Building for August 2, 2025	
13. FYI Documents	109-110

# Town of Londonderry, Vermont Selectboard

Meeting Minutes Monday, July 7, 2025 6 PM 100 Old School Street, South Londonderry, VT 05155

**Board members present:** James Ameden, Jr., Thomas Cavanagh, Martha Dale, and Taylor Prouty.

**Board members absent:** Jim Fleming

**Town Officials:** Aileen Tulloch, Town Administrator; Allison Marino, Town Clerk; Tina Labeau, Treasurer; Sally Hespe, Selectboard Meeting Note Taker; Sandra Clark, Lister; Esther Fishman, Recycling Coordinator; Jeremiah Sund, Assessor; Josh Dryden, Road Crew Foreman.

#### Others in Attendance:

Alex Alberti; Tim Jones, Green Mountain Power; Paul Hendler; John Hurd; Pamela Spalding; Mahendra Thilliyar, VTRAN Project Manager; Amy Spera and Caitlin Burner, Gill Engineering Amanda Fouda, GNAT Videographer.

#### 1. Call Meeting to Order

Chair Tom Cavanagh called the meeting to order at 6:00 p.m.

#### 2. Additions or Deletions to the Agenda

[1 VSA 312(d)(3)(A)]

Taylor Prouty moved to move Item 11a "Review and approve GMP Under the Mountain Project" to Item 6 "Visitors and Concerned Citizens" and move Item 12a "Discuss Route 100 Culvert replacement and road closure (VTRANS)" to Item 6 "Visitors and Concerned Citizens", seconded by James Ameden. The motion passed unanimously.

#### 3. Minutes Approval - Meeting(s) of 6/16/2025, 6/23/2025 and 6/30/2025

Martha Dale suggested the following change to 6/16/2025 Minutes Item 11a: change McGeever to McKeever.

Martha Dale moved to approve the minutes of the Selectboard meeting of 6/16/2025 as amended and the minutes of 6/23/2025 and 6/30/2025, seconded by James Ameden. The motion passed unanimously.

#### 4. Selectboard Pay Orders

James Ameden moved to approve the pay orders for payroll and accounts payable, seconded by Taylor Prouty. The motion passed unanimously.

#### 5. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

• Laurie Krooss, Second Congregational Church, will be holding an outdoor service at Pingree Park on 7/20 at 8:30 a.m.

# Town of Londonderry, Vermont Selectboard Meeting Minutes – July 7, 2025

- Staff received the new website and will be meeting soon to review.
- Tulloch will be on vacation the week of July 14th.
- There will be a Special Town Meeting on July 19th at Town Hall.

The following correspondence was reported by Tulloch.

- Mary Caduto reported that River Corridor Plan is now available.
- VDEC regarding permitting for the Rinehart Culvert which is ready for FEMA applicant review. This should be final step to receiving funds.
- June 30th email was received regarding plantings in triangle at intersection in front of Mountain Market that are obscuring the view. The Beautification Committee has looked at it and will remove the tall plants and figure what to replace it with next year.

#### 6. Visitors and Concerned Citizens

#### a. Review and approve GMP Under the Mountain project

Tim Jones, Green Mountain Power Program Manager, addressed the Selectboard and referenced his earlier April board appearance where he talked about GMP's Zero Outage Initiative to rebuild underperforming areas. The Under the Mountain Rd. project has been identified for undergrounding after considering number of line miles, number of customers, and the frequency and duration of outages.

The objective of the project is to rebuild and bury the main line up the road and intercept customers where their services exist. Maps included in the meeting packet illustrate blue dotted lines for underground wire and solid blue lines that might need to go overhead. GMP anticipates that 95% of the lines will go underground. Existing culverts as indicated on the maps will be returned as found unless they are 24 inches or less, in which case they will be upsized and replaced.

Project length is about 3 miles with an anticipated duration of several months from start to finish. GMP would like to get Town approval to start July or August and finish this season. Construction notices will be sent out a few weeks in. One lane of the road will remain open.

Taylor Prouty added that there are a lot of benefits to the town and residents. Private landowners will have option to update their services separately.

Jones invited Selectboard members to observe current projects on Plum Rd. in Townsend or Turkey Mountain Rd. in Jamaica.

The project will be on the agenda for the next meeting on July 21st for Selectboard approval.

#### b. Discuss Route 100 Culvert replacement and road closure (VTRANS)

Mahendra Thilliyar, VTRAN Project Manager and Amy Spera and Caitlin Burner from Gill Engineering reported they were in the final design phase of a project to replace 2 culverts below Route 100 in Londonderry. They discussed the project purpose, scope, traffic maintenance, and construction sequencing.

Burner, Design Lead, explained that the two culverts below Route 100 in Londonderry (maps in meeting packet) are undersized and lead to roadway flooding. Proposed replacements will be cast

# Town of Londonderry, Vermont Selectboard Meeting Minutes – July 7, 2025

box culverts with larger hydraulic openings. Construction will entail excavation, removal, placement of precast pieces, backfill and channel work, and a final repaving of roadway and would be conducted during the 2026 construction season.

To complete the culvert replacements, Route 100 will need to be closed for a period of time. The signed detour will be 17 miles long. Two shorter local bypasses were discussed for local traffic use during construction. The group discussed whether to have a single roadway closure for 60-70 days or 2 separate closures lasting 4 – 6 weeks each. It was decided 2 separate closures would be better for emergency services, preferably in the summer months when schools are closed.

The project will cause wear and tear on roads with heavier local traffic, particularly trucks. Jones added that any state signed road closures will include compensation for road usage.

## 7. Review and Approve Recycling Coordinator Hire

The Selectboard met and agreed to offer John Hurd the position of Recycling Coordinator. Esther Fishman will stay on for a few weeks to aid the transition. Fishman pointed out that the job title should be changed to reflect other job responsibilities, and the Board will put that item on the next agenda.

The Board thanked Esther for her service.

James Ameden moved to hire John Hurd to the position of Recycling Coordinator with starting salary of \$31, effective July 15th, subject to completion of a probationary period of 6 months, seconded by Taylor Prouty, the motion passed unanimously.

#### 8. Town Officials Business

#### a. Town Administrator

#### i. Discuss changes to Open Meeting Law (Act 51)

The Legislature made changes this year that would make it easier for municipalities to comply with Open Meeting Law requirements, including the following:

- Recording meetings in audio or video and posted at the same time as draft minutes.
- Undue hardship exemption must show the entity lacks staff or resources for compliance.
- Hybrid meeting requirement only applies to public bodies of state government; municipal public bodies are exempt. Site visits are also exempt from the hybrid meeting requirement.
- Elimination of "non-advisory" bodies, only using terms "public body" and "advisory body". Public bodies have supervision, control or jurisdiction; advisory bodies do not have supervision.
- Executive sessions must be warned on the agenda and indicate the nature of the business of the executive session.
- There must be a motion and a vote to go out of executive session, though it is unclear how to document that.
- Disorderly conduct is a person who impairs the meeting.

#### b. Town Clerk

#### i. Review and Approve Public Records Policy

# Town of Londonderry, Vermont Selectboard Meeting Minutes – July 7, 2025

Town Clerk Allison Marino reported on the new Public Records Policy which will allow for reimbursement of administrative time.

Marino will submit the fee structure for the Policy at the next Selectboard Meeting.

James Ameden moved to adopt the Town of Londonderry's Public Records **Policy**, seconded by Martha Dale. The motion passed unanimously.

#### c. Treasurer/Assessor

#### i. Discuss Late Filing Homestead Penalty

Treasurer Tina Labeau commented on staff time needed to revise tax bills and materials when taxes are not filed on time. Labeau recommended adopting a 1% Late Filing Fee.

Martha Dale moved to adopt a penalty of 1% for Late Homestead Filings for the 2025 tax year, seconded by Taylor Prouty. The motion passed unanimously.

#### ii. Errors and Omissions

Town Assessor Jeremiah Sund and Lister Sandra Clark reported that as a result of the State taking over valuations of utilities, they were requesting a correction of an assessment for VT TRANSCO LLC.

Taylor Prouty moved to accept the Errors & Omissions Certificate changing assessment to \$143,300 for VT Transco LLC SPAN 357-110-23288 for the 2025 Grand List., seconded by Martha Dale. The motion passed unanimously.

#### iii. Review and Approve Letter to Engage Auditor

Martha Dale moved to Approve the Letter to Engage Sullivan, Powers & Co, P.C. as Auditor for Fiscal Year 2024-2025, seconded by James Ameden. The motion passed unanimously.

#### iv. Review and Approve 2025 Municipal Tax Rate

Treasurer Tina Labeau reported that the Tax Rate is up overall and added the Homestead Rate went down while the Non-Homestead Rate went up.

Martha Dale **to adopt a Municipal Tax Rate of .6517 for the 2025 tax year.,** seconded by James Ameden. The **motion passed** unanimously.

#### 9. Transfer Station/Solid Waste Management

#### a. Updates

Esther Fishman visited all towns served to discuss closure of Londonderry burning facility and relayed the following:

- Peru indicated they have a burning site.
- Weston thinks they have a site.
- Landgrove will send burning out.
- Windham has some concerns.

 Hunter Excavating indicated they will give road crew a discount for Town materials burning.

Burning in other locations or in smaller quantities was discussed, and Martha Dale pointed out the Selectboard adopted a no-burn policy. Fishman also relayed that Windham and Peru asked if their disposal fees would be discounted with the closing of burning. The Board said no discounts would be applied.

#### 10. Roads and Bridges

## a. Updates

Josh Dryden reported the following:

- The truck is still broken but they are pursuing the warranty for engine repairs.
- Excavator has been repaired.
- Fuel delivery should be put out to bid.
- Andrew started work but still waiting for drug test results.

#### b. Accept Winter Sand Bid

Five bids were received, with quotes for 2 options: one for delivered sand and one for sand only. It was decided to go Hunter Excavating's delivery option and it was noted the price was the same as last year.

Taylor Prouty moved to accept the bid from Hunter Excavating to provide services relating to Winter Sand, estimated to cost \$76,500 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the vendor, seconded by Martha Dale. The motion passed unanimously.

#### c. Accept Salt Bid

Bids were received from American Rock Salt Co. and Apalachee.

James Ameden moved to accept the bid from Apalachee to provide services relating to Winter Salt, estimated to cost \$167,670 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the vendor, seconded by James Ameden. The motion passed unanimously.

#### d. Review and Approve Farrell Second Driveway Access

Taylor Prouty moved to approve access permit application No.2025-25, submitted by Farrell Home LLC for a secondary driveway access to their parcel located on the north side of Evergreen Lane, and authorize the Chair to sign the permit on behalf of the Board, seconded by James Ameden. The motion passed unanimously.

#### 11. Old Business

a. Ratify 06/16/2026 Decision to approve Neighborhood Connections Facilities Use Agreement

James Ameden moved to ratify the 06/16/2025 decision to approve Neighborhood Connections Facilities Use Request for the use of Pingree Park on July 18, 2025, and authorize the Town Administrator to sign on behalf of the Town, seconded by Martha Dale. The motion passed unanimously.

#### b. Review and Approve Long Term Recovery Plan

Martha Dale moved to Adopt the Town of Londonderry's Long Term Recovery Plan, seconded by Taylor Prouty. The motion passed unanimously.

#### 12. New Business

#### a. Approve Cannabis License for Hidden Leaf

Taylor Prouty moved to grant a local control license to Hidden Leaf Homestead LLC to operate an Outdoor Cultivator Tier 1 Small Cultivator operation on property located at 1317 Spring Hill Road, subject to compliance with and adherence to all Town of Londonderry ordinances, regulations and bylaws at all times, and authorize the Chair to sign on behalf of the Boar., seconded by James Ameden. The motion passed unanimously.

#### b. Approve Excess Weight Permits

Taylor Prouty moved to approve the excess weight permit(s) for:

- Hunter Excavating, LLC
- Beacon Sales Acquisition and
- Consolidated Communication

and authorize the Town Administrator to execute the permit(s) on behalf of the Town., seconded by James Ameden. The motion passed unanimously.

# 13. Executive Session(s) - The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3) (Sally Hespe 6-month review)

James Ameden moved to enter executive session under 1 V.S.A. 313 (a)(3) – The appointment or employment or evaluation of a public officer or employee, and to invite the Town Administrator and Sally Hespe to attend the executive session, seconded by Taylor Prouty. The motion passed unanimously.

#### Executive session entered at 7:27.

Jame Ameden moved to exit executive session, seconded by Taylor Prouty. The motion passed unanimously.

#### Executive session ended at 7:32.

#### 14. Adjourn

Martha Dale moved to adjourn the meeting, seconded by James Ameden. The motion passed unanimously.

# Town of Londonderry, Vermont Selectboard Meeting Minutes - July 7, 2025

The meeting adjourned at 7:34 PM.	
Respectfully Submitted,	
Sally Hespe, Town Minute Taker	Approved LONDONDERRY SELECTBOARD
	Thomas Cavanagh, Chair



# WINDHAM COUNTY SHERIFF'S OFFICE

Sheriff Mark R. Anderson PO Box 266, Newfane VT 05345 Tel: (802) 365-4942 Fax: (802) 365-4945



Windham County Animal Control Proposal December 15, 2020

Submitted by: Sheriff Mark Anderson

#### **Problem Statement:**

Towns within Windham County are struggling to staff and respond to animal control complaints resulting in undue burden on Selectboards, Town Managers, and Town Administrators. Citizens often face frustration as a result.

#### **Background:**

Under State law, the Windham County Sheriff's Office (WCSO) is mandated to serve court processes and provide transportation of prisoners to and from court. The WCSO is permitted to enter into agreements to perform other services with government and non-government entities. Through these agreements, we provide various services including policing, emergency service dispatching, infrastructure protection, and traffic direction/control.

The responsibilities of animal control are delegated to municipalities under State law. This includes the management of licensing, rabies control, vicious animals, and other public health initiatives.

Generally, every individual town's animal control issues ebb and flow wherein any one town has limited need for services on an annual basis. However, when animal control issues are introduced into any one town viewed in a two to three-year period, they become resource intensive and costly.

#### **History:**

The WCSO provided animal control services as part of its law enforcement contract until approximately 2011. Included in these services were responding to issues around vicious animals, dogs at-large, animal noise complaints, leash law violations, and failures of persons to license their dogs. The department had a dispatch center that would receive and record a citizen's complaint, then dispatch personnel to handle the incident. The WCSO faced hardships in providing this service including lack of consistency in ordinances from town to town, deputies lack of interest in performing non-criminal animal control duties, and investigating violations based on outdated or unlawful ordinances. As a result, training staff to effectively respond to an animal control issue created frustration and liability for the department, the town government, and other stakeholders.

To resolve these issues, the WCSO developed a model animal control ordinance for adoption by towns receiving animal control services. At the time, municipalities receiving animal control services rejected the ordinance. Following futile attempts, the WCSO ultimately withdrew from providing animal control services to any town. Many towns engaged their constables, volunteers, and paid personnel to assume responsibility as the animal control officer (ACO).

Over the years, numerous Windham County towns identified issues with their animal control responsibilities. Both paid and unpaid ACO's began receiving complaints that ultimately led to them departing, to include:

- Calls in the middle of the night
- Citizens calling the ACO's unrelated place of employment
- Sheer volume of calls that were received at their house as a volunteer
- No equipment

#### **Proposal:**

To provide a uniform service to all Member jurisdictions, the WCSO will create a regionalized Animal Control Officer (ACO). This provides a stable service accessible to all Member jurisdictions at a reduced cost. Member jurisdictions must opt into this program to receive this service and will be responsible for the collective costs as outlined below. The WCSO will develop, with the consensus of Member jurisdictions, a scope of core services/calls that it will respond to for all Member jurisdictions.

Examples may include:

- Vicious animals
- Dogs at large
- Registration/Rabies violations
- Animal quarantines and removals
- Animal abuse or neglect

When a Member jurisdiction has an animal control issue, its citizens or local government can contact the WCSO dispatch to file a complaint. If the complaint is within the agreed scope of services, the ACO will be dispatched to address the issue. If it is beyond the scope of services (possible exclusions may be leash law violation, sustained barking), the WCSO will notify the Town's ACO who will handle it in accordance with the individual town's expectations. This triaged approach allows each town to retain local control within its ordinances and standards of living, while enabling all Member jurisdictions to benefit from a trained ACO who can handle the most difficult and critical situations.

#### **Budget**

The WCSO has no access to taxation for the purpose of providing animal control. As such, the WCSO would contract with Member jurisdictions. The Member jurisdictions would be responsible for the financial responsibilities of this program while the WCSO would act as a fiscal agent and employer of the program. Because of insufficient data, it is our intent to start the ACO program at 10 hours per week to service all Member jurisdictions.

Proposed FY21-22 (Begins July 1, 2021)

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Personnel for average of 10 hours per week	\$14,560
Equipment	\$1,500
Impound	No Cost – provided via individual towns
Veterinary Care	No Cost – provided via individual towns
Initial Vehicle Purchase	No Cost – provided via Sheriff
Mileage	\$6,720
Base Administration Fee	\$0
Total	\$22,780

There are numerous formulas to divide costs since demand of this service can only be quantified subjectively as of this writing. Using population and demand estimates as general reference points, the distributions by anticipated Member jurisdictions is below.

Proposed Distribution based on anticipated Member jurisdictions

Town	%	Town's Responsibility
Dummerston	10	\$2,278
Newfane	10	\$2,278
Putney	35	\$7,973
Westminster	35	\$7,973
Windham	10	\$2,278

Non-Member jurisdictions that are interested in using ACO services on a per-use basis would be entertained. The Sheriff would engage them in a fee-for-service contract at an hourly rate, in which the net revenue would be attributed to the ACO budget. Carry-forward funds would be realized in the following year's budget.

#### SAMPLE AGREEMENT



## State of Vermont Windham County Sheriff's Office

P.O. Box 8126 Brattleboro, VT 05304-8126 Tel: (802) 365-4942 Mark R. Anderson, Sheriff



CONTRACT # 25-016

#### CONTRACT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT made this 1st day of July 2024, by and between the Windham County Sheriff's Office having its office in Brattleboro, Vermont (hereinafter the "Office") and the Town of Putney having its office in <u>Putney</u>, <u>Vermont</u> (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

#### **Recitals**

**Whereas,** the Town desires to contract with the Office for the performance of animal control services; and

Whereas, the responsibilities of animal control are delegated to municipalities under State law. This includes the management of licensing, rabies control, vicious animals, and other public health initiatives; and

Whereas, the Office is agreeable to rendering such animal control enforcement services on the terms and conditions set forth in this Agreement; and

**Whereas,** such law enforcement agreements are authorized and provided for pursuant to Title 24, Section 291a of the Vermont Statutes.

**Now Therefore**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

#### 1. Scope of Services

- A. The Office shall provide a Regional Animal Control Officer (ACO) to provide animal control services on behalf of the member-towns to the extent and in the manner set forth in this Agreement.
- B. The Town acknowledges that services rendered under this agreement are mutually beneficial to all member-towns. The member-towns include the Town of Brookline, Town of Dummerston, Town of Guilford, Town of Grafton, Town of Newfane, Town of Putney, Town of Vernon, Town of Wardsboro, Town of

Westminster, Town of Windham.

- C. When a member-town has an animal control issue, its citizens or local government can contact the WCSO dispatch to file a complaint. If the complaint is within the agreed scope of services, the ACO will be dispatched to address the issue. If it is beyond the scope of services (possible exclusions may be leash law violation, sustained barking), the Office will notify the Town who will handle it in accordance with the individual town's expectations. This triaged approach allows the Town to retain local control within its ordinances and standards of living, while enabling the Town jurisdiction to benefit from a trained ACO who can handle the most difficult and critical situations.
  - i. The Office will develop, with the Town, a scope of core services/calls for which it will respond to for all member-town jurisdictions. Such services shall include those duties and functions of the type coming within the jurisdiction and customarily rendered by an Animal Control Officer.
  - ii. Specific services/calls included in the scope of services include:
    - 1. Response to vicious animals
    - 2. Monitoring/enforcement of animals required to quarantine
    - 3. Animal registration and/or vaccination required under Vermont law
    - 4. At-large animals
- D. All matters incident to the performance of such services or the control of personnel employed to render such services under this Agreement shall be and remain in the control of the Office. All employees or deputy sheriffs assigned to service for the Town pursuant to this Agreement shall be subject to and shall abide by all policies and procedures of the Office.
- E. The Town acknowledges that policing activities can result in court hearings in which the Office's staff is required to attend. The Town agrees to compensate the Office for activities including but not limited to, court hearings, depositions and other legal processes for activities performed pursuant to this contract.

#### 2. Compensation

- A. The Town shall pay to the Office the amount of \$6423.00 for the twelve month period for Animal Control Services provided under this Agreement.
- B. Out of such compensation, the Office shall cover its related expenses for the hourly wage of its employees; including workman's compensation, unemployment, social security, federal/state withholdings, liability insurance, and supervision.

- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$535.25, due on or before the first of each month. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- D. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of  $1\frac{1}{2}$  (1.5%) per month, 18% per annum.
- E. The Town agrees to pay the Office retroactively, within the terms of this Agreement for any services provided prior to the execution of this Agreement.

#### 3. Personnel and Hours Provided.

- A. The Office agrees to provide an animal control officer and a fully equipped vehicle suitable for the scope of services.
- B. The Office agrees that it will provide services of 936 hours per year to all the member-towns of the Regional Animal Control Officer program. The Office reserves the right to adjust the hours as needed, but anticipates a regular schedule of 18 hours per week.
- C. The Office will convene a minimum of one meeting of the member-towns on or before November 1<sup>st</sup>, 2024. The Town agrees to reasonably provide one member to participate in the meeting for the purposes of developing a scope of services agreeable to the member-towns and the Office, as well as managing any issues between the member-towns and the Office.
- D. The Town agrees that any personnel, enforcement, or policy concerns shall be raised with the Sheriff and his or her designee and not with on-duty deputies or staff.
- E. The Town will contact the Sheriff and his/her designee if they wish a change or special emphasis made to satisfy the Town's animal control needs.

#### 4. Equipment Provided by the Office.

- A. The Office shall furnish and maintain all necessary equipment and supplies to perform the law enforcement services under this Agreement. The Office shall furnish fully equipped vehicle for all services incurred in connection with the services under this contract and related duties concerning the Town. The cost of vehicle operations shall be the responsibility of the Office except as otherwise provided in this agreement.
- B. The Town shall incur all expenses for any special equipment requested and approved by the Town for use by the Office in the furtherance of this Agreement.

C. The Office shall be the owner of any and all equipment acquired for use by the Office in the furtherance of this Agreement. Any specialized equipment requested and purchased by the Town shall remain the property of the Town.

#### 5. Facilities, Equipment and Documentation Provided by the Town.

- A. The Town agrees, in lieu of providing facilities, that necessary activities performed by the Office in accordance with this agreement may be performed at a facility designated by the Office.
- B. The Town agrees to furnish the Office with certified copies of all current animal control ordinances and shall make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- C. The Town will furnish the Office with legal counsel or advice concerning its Town ordinances after consultation with the Town, if necessary.
- D. The Town shall be responsible for all costs related to veterinary care, boarding or impoundment costs, or any other financial responsibilities required of municipalities under Vermont law not otherwise discussed in this Agreement.

#### 6. Reporting and Documentation.

- A. The Office will provide activity reports to the Town through the utilization of the electronic Sheriff's Town Activity Reporting System.
- B. The Office will provide data in relation to this program to the Town upon written request of the Town. Data available will be based on information available through the Vermont Public Records Act. The Office reserves the right to withhold data pending civil or criminal investigations if it believes the release could jeopardize the investigation.
- C. The Town will designate in writing, one of the Selectboard members or administrative officers to be a liaison with the Office.
- **7. Insurance.** The Office shall be responsible for maintaining its own automobile liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Office in the provision of the services under this Agreement.
- **8.** Administration Fee. Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at any time during the term of this Agreement.

- **9. Term.** The term of this Agreement shall be July 1, 2024 to June 30, 2025.
- **10. Notice/Renewal**. On or before November 1, 2024 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.
- **11. Termination.** Either party may terminate this agreement with 90 days prior written notice.

#### 12. Conflicts of Interest and Interference with Law Enforcement Duties.

- A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under this Agreement. For purposes of this Agreement, the terms "interfere" and "influence" shall mean any identification or use of an employee, official or agent's position in the Town with the intention or purpose of shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.
- B. Any employee, elected official or agent of the Town, who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the matter to the Sheriff for an appropriate response.
- C. No employee providing service under this Agreement shall use or attempt to use his or her official position, official identification or badge for personal or financial gain, or for obtaining privileges not otherwise available to him or her from or through the Town.
- **13. Availability of Resources.** This entire agreement is based upon availability of the Office's staff and resources.
- **14. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and prior understandings or representations preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in

connection with this Agreement shall be binding if evidenced in writing and signed by an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.

**15. Governing Law.** This contract will be governed by the laws of the State of Vermont.

Windham County Sheriff's Office	Town of Putney
By:	By:
Mark Anderson, Sheriff	Duly Authorized Agent
Date:	Date:

#### DOG ORDINANCE

# AN ORDINANCE FOR CONTROL OF DOGS IN THE TOWN OF LONDONDERRY, VERMONT

Pursuant to the Provisions of 20 V.S.A. 3549, as amended, and such other special or general enactments as may be material thereto, the following DOG ORDINANCE IS HEREBY ORDAINED by the Town of Londonderry, Vermont, by its Selectmen.

#### SECTION 1: DEFINITIONS:

As used in this Ordinance, the following terms shall have the respective meanings herein assigned to them:

DOG: Any animal of the canine species.

OWNER: Any person or group of persons who owns, harbors or permits any dog to be or remain in or about their buildings or premises.

TO RUN AT LARGE: To move at will without restraint, control or limitations as to property lines or areas.

UNCONTROLLED DOG: A dog owned or kept by any person which is running at large within the Town, including a dog, while on any public way or place, which is not under restraint. A dog is under restraint within the meaning of this Ordinance if it is controlled by a leash not more than eight (8) feet long, or is "at heel" beside a competent person and obedient to that person's commands, or is on or within a vehicle. Nothing in this Ordinance shall be construed to require the leashing of any dog while on private property by permission of the property owner or his agent, or to restrict the use of dogs for lawful hunting. An uncontrolled dog shall include all dogs which, by reason of habitual or frequent barking, howling or yelping, disturb the peace and quiet of persons of ordinary sensibilities.

VICIOUS DOG: A dog which causes reasonable fear of bodily injury by attacking or threatening to attack a person lawfully upon the premises.

SECTION 2: PROHIBITED AT LARGE:

A vicious or uncontrolled dog as defined in this Ordinance or a dog which has bitten a person other than in defense, or property of its owner or in protection of members of it's immediate family, or in protection of guests or invitees of its owner, shall not run at large or without restraint, except that a dog need not be leashed or otherwise restrained while on property by permission of the owner or his authorized agent, and the use of a dog for a lawful hunting may not be restricted.

# SECTION 3: DOGS IN HEAT TO BE CONFINED:

The owner of any dog in heat shall keep such dog confined within the bounds of such owner's property and shall not permit such dog to be at large within the Town. Every such dog running at large is hereby declared to be a public nuisance and shall be impound in accordance with the provisions of Section 12 of this Ordinance.

## SECTION 4: KEEPING OF BARKING, HOWLING DOGS PROHIBITED:

No person shall keep or harbor any dog which by frequent or habitual barking, howling or yelping, disturbs the peace and quiet or persons of ordinary sensibilities.

#### **SECTION 5: VICIOUS DOG DECLARED NUISANCE:**

A vicious dog within the meaning of this Ordinance and as defined herein is hereby declared to be a public nuisance. The owner of such dog shall keep it confined in a secure enclosure or on a chain leash.

#### <u>SECTION 6:</u> CRUELTY TO DOGS PROHIBITED:

Any person who shall torture, torment, or cruelly neglect to provide with necessary sustenance or shelter, or shall cruelly beat or needlessly mutilate or kill or cause or procure to be tortured, tormented or deprived of necessary sustenance, or to be cruelly beaten or needlessly mutilated or killed as aforesaid, shall be guilty of a misdemeanor.

#### **SECTION 7: LICENSE REQUIRED:**

It shall be the duty of every person owning, keeping or harboring in the town, any dog over four (4) months of age, to procure a license therefore in accordance with 20 V.S.A. Sections 3581-3592, as amended.

#### SECTION 8: LICENSE TO BE WORN ON COLLAR:

It shall be the duty of every person owning, keeping or harboring in the town, any dog to fasten securely to the collar or harness and keep attached to it a license tag, whenever such dog shall be off the premises or the licensed owner.

# SECTION 9; UNLAWFUL TO REMOVE; EXCEPTION:

It shall be unlawful for any person other than the owner or his agent or constable of the town to remove a license tag from a dog.

# SECTION 10: EFFECT OF FAILURE TO PROCURE;

Any person failing to license a dog over four (4) months of age kept or harbored on his premises shall be guilty of a misdemeanor.

#### **SECTION 11: IMPOUNDMENT:**

All unlicensed dogs within the limits of the town found in violation of Sections 7 through 10 shall be impounded.

# <u>SECTION 12:</u> IMPOUNDMENT - DOGS AT LARGE; DOGS IN HEAT; BARKING AND HOWLING DOGS;

- (a) Any dog found in violation of Sections 2 or 4 may be impounded in the town animal shelter, as designated by the Selectboard for the Town of Londonderry and there confined in a humane manner for a period of five (5) business days, unless sooner reclaimed by its owner, and may thereafter be given away, sold or disposed of in a humane manner.
- (b) When a dog is found in violation of Sections 2 and 4 either in lieu of impoundment or in addition thereto, the owner or keeper of such dog may be prosecuted for such violation.

# SECTION 13: IMPOUNDMENT - REDEMPTION:

The owner shall be entitled to reclaim any impounded unlicensed dog upon compliance with the provisions of Section 7 and the payment of all impoundment fees, as hereinafter set forth. Any other dog impounded under Sections 7, 8, 9, 10, and 11 may be reclaimed after payment of all outstanding impoundment fees.

# SECTION 14: IMPOUNDMENT - DISPOSITION OF UNCLAIMED DOGS:

Any impounded dog which is not claimed by its owner within five (5) business days may be sold or given to a responsible person, provided, nevertheless, that the owner shall not be deprived of any remedies otherwise provided by law.

# **SECTION 15.** IMPOUNDMENT FEES:

Any dog impounded under the provisions of Sections 2, 3, 4, 5, 7, 8, 9, 10 and 11 of this Ordinance, may be reclaimed upon the payment by the owner of the following fees:

- (a) An impoundment fee of fifteen dollars (\$15.00), except that upon the second impoundment, fee shall be thirty dollars (\$30.00), and upon the third and subsequent impoundments of the same dog, the fee shall be seventy-fife dollars (\$75.00).
- (b) Board, in the amount set by the facility actually housing the dog in addition to the impoundment fee.
- (c) Violation of Sections 2, 3, 4, 5, 7, 8, 10 and 11 of this Ordinance by a dog or by the owner or keeper of any dog three (3) times within any 30-day period is declared to be a public nuisance. The dog shall be treated as an unlicensed dog, pursuant to 20 V.S.A. 3621.

## **SECTION 16: ENFORCEMENT:**

A violation of this ordinance shall be a civil matter enforced in accordance with the provisions of 24 V.S.A. Section 1974(a) and 1977 et seq. A civil penalty of \$100.00 shall be imposed for the initial violation of this ordinance. The penalty for the second offence within a six month period shall be \$150.00, and the penalty for subsequent offenses within a six month period shall be \$200.00.

The waiver fee shall be set at \$50.00 for the first offense, \$75.00 for the second offense within a six month period.

Each day the violation continues shall constitute a separate violation of this ordinance.

# **SECTION 17: ENFORCEMENT OFFICERS:**

The custodial official of the Town's ticket books shall be the Town Clerk.

The issuing officials shall be the members of the Board of Selectmen, the Town Constable, any police officers for the Town of

Londonderry, and any Town Animal Control Officer.

The appearing officials shall be the members of the Board of Selectmen, the Town Grand Juror, the Town's Animal Control Office, and the Town's Attorneys. <u>SECTION 18:</u> DESIGNATION:

This Ordinance is designated a Civil Ordinance pursuant to 24 V.S.A. Section 1971(b). This Ordinance may be referred to as the Londonderry Dog Ordinance of 1976, As Amended, a certified copy of this Ordinance shall be prima facie evidence that the Ordinance was lawfully adopted.

# SECTION 19: PUBLICATION AND POSTING:

This Ordinance shall be published in the Vt. News Guide on May 18, 1976, and shall be filed with the Londonderry Town Clerk on May 10, 1976, and shall become effective on July 10, 1976.

SECTION 20: ADOPTION:

Adopted by the Board of Selectmen of the Town of Londonderry on May 10, 1976.

s/s Ralph W. Rawson s/s Clyde R. Prouty s/s Charles H. Pearson BOARD OF SELECTMEN TOWN OF LONDONDERRY

Londonderry, VT. Town Clerk's Office. Received for record May 10, 1976 and recorded in Town Record Book 7, Page 330A.

Attest, s/s James H. Twitchell Town Clerk

Amendment to the Dog Ordinance, Town Record Book 8, Page 54, dated March 19, 1984.

New Amendment to the Dog Ordinance, Town Record Book 8, Page 89, dated February 8, 1988

New Amendments to the Dog Ordinance, Town Record Book 8, dated September 29, 1995.

As of 12/05/05 the impoundment facility is located on Richville Rd. in Manchester, VT and is run by the Town of Manchester for the surrounding towns. The boarding

fee is \$25 per day. This fee is subject to change at any time. Please check with the Londonderry Town Clerk's Office, the Londonderry dog warden or the facility for current rates.

# VLCT MODEL DOG CONTROL ORDINANCE

# ORDINANCE REGULATING DOGS AND WOLF-HYBRIDS [MUNICIPALITY NAME]

**SECTION 1. AUTHORITY.** This ordinance is adopted by the [Insert Municipal Name] under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59.

**SECTION 2. PURPOSE.** The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment, and destruction, to protect the public health and safety of the Town and preserve the quiet enjoyment of its residents' homes and properties.

**SECTION 3. DEFINITIONS**. For purposes of this ordinance, the following words and phrases shall apply:

- A. "Dog" means any member of the canine species. For purposes of this ordinance, this term shall also include "wolf-hybrids" and "working farm dogs" except as otherwise stated.
- B. "Domestic animal" means cattle, sheep, goats, equines, deer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds, ferrets, camelids, ratites (ostriches, rheas, and emus), and water buffalo. The term shall include cultured fish propagated by commercial fish farms.
- C. "Domestic pet" or "pet" means any domestic dog, domestic cat, or ferret.
- D. "Enforcement Officer" means any Town Constable, Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.
- E. "Impoundment" means being held by the Town at a place designated by the Selectboard. Such a place may or may not be operated by the Town and may or may not be within Town limits.
- F. "Owner" means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- G. [Optional, See Guidance: "Potentially vicious dog" means a dog that, while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring,

another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.]

- H. "Premises" means the home and real property of the dog owner.
- I. "Running at large" means that a dog is not:
  - a. on a leash; or
  - b. in a vehicle; or
  - c. on the owner's premises;
  - d. on the premises of another person with that person's permission; or
  - e. clearly under the verbal or non-verbal control of its owner.
- J. "Wolf hybrid" means an animal that:
  - a. is the progeny of a dog and a wolf (Canis lupus or Canis rufus); or
  - b. is advertised or otherwise described or represented to be a wolf hybrid; or
  - c. exhibits primary physical and/or behavioral wolf characteristics.
- K. "Working farm dog" means a dog that:
  - a. is bred or trained to herd or protect livestock or poultry or to protect crops; and
  - b. is used for those purposes; and
  - c. is registered as a working farm dog pursuant to State law.

#### SECTION 4. NUISANCES.

A. **Prohibitions.** An owner of a dog shall not allow, permit, or suffer such dog to create a nuisance. The following activities shall be deemed nuisances:

#### Nuisance One: Lack of current license and/or rabies tag

A dog without a collar or harness with a current license and/or valid rabies tag securely attached.

#### Nuisance Two: Running at large

A dog running at large in the Town.

#### Nuisance Three: Failure to remove waste

A dog that defecates in any public area or on the private premises of another person and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

#### Nuisance Four: Unconfined dog in heat

A female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.

#### Nuisance Five: Disturbing the Peace

A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of [insert number] minutes or more. [If applicable, insert the

following: "This regulation shall not apply to dogs in a kennel or boarding facility which has received a zoning permit under the Town's Zoning Regulations. The zoning permit will govern the use of the kennel or boarding facility."]

#### [Optional, See Guidance: Nuisance Six: Potentially vicious dog

A dog that while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.]

- B. **Exemptions for Working Dogs.** The provisions of the sections pertaining to running at large and disturbing the peace shall not apply to working farm dogs if the working farm dog is:
  - 1. barking to herd or protect livestock or poultry or to protect crops; or
  - 2. running at large to herd or protect livestock or poultry or to protect crops.

**SECTION 5. COLLAR AND LICENSE.** Each dog shall be licensed according to the laws of this State and shall wear a collar or harness with the current license attached. A dog that is visiting from out of state must wear a collar or harness with a current license from its home state attached. A dog found without a collar or harness and license shall be in violation of this Ordinance and may be immediately impounded.

**SECTION 6. ENFORCEMENT.** A violation of this Ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the [insert name of county] County Superior Court, at the election of the [insert either "Selectboard" or "Enforcement Officer"].

Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing.

Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

#### SECTION 7. PENALTIES AND COSTS.

A. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance in the following amounts for each violation:

Failure to remove waste	
1st Offense: warning or \$ fine	Waiver Fee: \$
2nd Offense: \$ fine	Waiver Fee: \$
3rd & Subsequent Offense: \$fine	Waiver Fee: \$

	1st Offense: warning or \$ fine	Waiver Fee: \$
	2nd Offense: \$ fine	Waiver Fee: \$
	3rd & Subsequent Offense: impoundment and/or \$ fine	Waiver Fee: \$
	Unconfined Dog in Heat	
	1st Offense: warning or impoundment and/or \$ fine	Waiver Fee: \$
	2nd Offense: impoundment and/or \$ fine	Waiver Fee: \$
	3rd & Subsequent Offense: impoundment and/or \$ fine	Waiver Fee: \$
	Lack of current license and/or rabies tag	
	1st Offense: warning or impoundment and/or \$ fine	Waiver Fee: \$
	2nd Offense: impoundment and/or \$ fine	Waiver Fee: \$ Waiver Fee: \$
	3rd & Subsequent Offense: impoundment/or and \$ fine.	Waiver Fee: \$
	Running at large	
	1st Offense: warning or impoundment and/or \$ fine	Waiver Fee: \$
	2nd Offense: impoundment and/or \$ fine	Waiver Fee: \$
	3rd & Subsequent Offense: impoundment and/or \$ fine	Waiver Fee: \$
	ord & Subsequent Oriense. Impoundment una/or y mile	νναινεί i ee. γ
	[Optional, See Guidance: Potentially vicious dog	
	1st Offense: warning or impoundment and/or \$ fine	Waiver Fee: \$
	2nd Offense: impoundment and/or \$ fine	Waiver Fee: \$
	3rd Offense: impoundment and/or \$ fine	Waiver Fee: \$
В.	The Enforcement Officer is authorized to recover a waiver fee in lieu of a civamount, for any person who declines to contest a municipal complaint and	
C.	Determining the sequences of offenses for violations of this Ordinance shall subsequent violation that is identical to, and that occurs within months of shall be considered a higher offense (i.e., second, third, or subsequent offen identical violation that occurs aftermonths of a previous identical violation new first offense.	of, a previous violation nse). Any subsequent
D.	Reckless Dog Owner. Any owner who has violated this Ordinance time are identical or not, within a month period shall provide proof to the Enf successful completion of a behavior modification program, pre-approved by designed to improve the owner's understanding of dog ownership responsifrom the date of notification. The Enforcement Officer shall issue a notification writing by regular mail, postage prepaid, to the owner's last known addressuch certification within the time allotted shall subject the offending dog(s) and impoundment.	forcement Officer of y the Selectboard, and bilities, within months tion of this requirement, ess. Failure to provide

Disturbing the peace

- E. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner.
- F. A warning shall not be counted towards the calculation of the number of offenses under this Ordinance.

#### SECTION 8. IMPOUNDMENT.

- A. Grounds for Impoundment. Any dog may be immediately impounded if the dog:
  - 1. has been determined by an Enforcement Officer to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
  - 2. has reportedly bitten a person off [insert "or on" if the ordinance will apply to all dog bites, regardless of location] the premises of its owner;
  - 3. is in violation of State licensing law;
  - 4. has an unknown rabies vaccination history or is suspected of having been exposed to rabies;
  - 5. is running at large;
  - 6. is an unconfined dog in heat; or
  - 7. is found without a collar or harness and license.
- B. **Notice of Impoundment.** The officer who impounds a dog shall, within twenty-four (24) hours, give notice to the owner thereof either personally, by telephone call, or by regular mail postage prepaid at the owner's last known address. Such notice shall inform the owner of the nature of the violations, the dog's location, and the necessary steps to have it returned to the owner.
  - If the owner of the dog is unknown, the officer who impounds a dog shall, within twenty-four (24) hours of impoundment, post a public notice. Notification shall be posted in the town clerk's office and other usual places for public notice for a ten (10) calendar day period. The public notice shall include a description of the dog, including any significant marks of identification, and when and where it was impounded or found by the person placing the dog in the town's custody. The public notice must also declare that, unless the owner 1) claims the dog, 2) pays all expenses incurred by the town for treatment, boarding and care of the dog, and any applicable penalties, and 3) takes all necessary remedial action within ten (10) calendar days following posting, the town may place the dog in an adoptive home or transfer it to a humane society or rescue organization. If the dog cannot be placed in an adoptive home or transferred to a humane society or rescue organization, it may be destroyed in a humane way.
- C. Release from Impoundment. Impounded dogs shall be released to the owner only after payment of all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and after all necessary remedial action, as determined by the enforcement officer in consideration of the violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license; verification of certification of current vaccination against rabies; payment of all applicable fines or waiver fees; and proof of satisfactory successful

completion of a program designed to improve the owner's understanding and execution of dog ownership responsibilities.

If the owner of a dog impounded under the provisions of this ordinance refuses to take the remedial action necessary to secure the dog's release within ten (10) calendar days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the town of forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a humane society or rescue organization; or, if the town is unable to transfer the dog, it may be humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its impoundment, and any expenses associated with its transfer or humane disposal.

D. **Rabies Suspect.** The procedures provided in this section shall only apply if the dog is not a rabies suspect. If an official designated by the Selectboard to enforce the provisions of this ordinance determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules.

#### SECTION 9. INVESTIGATION OF VICIOUS DOGS.

- A. **Complaint.** When a dog has bitten a person while the dog is off [insert "or on" if the ordinance will apply to all dog bites, regardless of location] the premises of its owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard of the municipality. The complaint shall contain the time, date, and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation.
- B. **Investigation and Hearing.** The Selectboard, within seven (7) calendar days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the dog which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of hearing and a copy of the complaint.
- C. **Protective Order.** If, after a hearing on the matter, the dog is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the dog is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested, to the owner. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 V.S.A. § 3550.
- D. **Rabies suspect.** The procedures provided in this section shall only apply if the dog is not a rabies suspect. If a member of the Selectboard or an Enforcement Officer determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules. If the dog

is deemed healthy, the terms and conditions set forth in the Selectboard's order shall be enforced.

#### [Optional, See Guidance: SECTION 10. POTENTIALLY VICIOUS DOGS.

A person claiming a dog is a "potentially vicious dog" may file a written complaint with the Selectboard. The complaint shall contain the time, date, and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked, the name and address of any victim or victims, and any other facts that may assist the Selectboard in conducting its hearing. Upon receipt of a "potentially vicious dog" complaint, the Selectboard shall proceed as in the case of a "vicious dog" complaint using Section 9 B.-D. above, with the exception that if the Selectboard determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any protective measures be taken absent the dog being humanely destroyed.]

taken absent the dog being namanely de	istroyea.
and all applicable I	nce is in addition to all other ordinances of the Town of laws of the State of Vermont. All ordinances or parts of other documents inconsistent with the provisions of this stent of such inconsistency.
<b>SECTION 12. SEVERABILITY.</b> If any section to be invalid, such finding shall not inval	ion of this ordinance is held by a court of competent jurisdiction idate any other part of this ordinance.
	inance shall become effective 60 days after its adoption by the 24 V.S.A. § 1973, that statute shall govern the taking effect of
Adopted this day of	, 20
SIGNATURES:	

# **Adoption History**

	Agenda item at regular Selectboard meeting held on  Read and approved at regular/special Selectboard meeting on and entered in the	
	minutes of that meeting which were approved on	
3.	Posted in public places on	
4.	Notice of adoption published in the newspaper on with a notic	ce
	of the right to petition.	
_	Other actions [notitions etc.]	

PLANNING COMMISSION SURVEY QUESTIONS
NAME (OPITONAL):
ARE YOU A REGISTERED VOTER OF LONDONDERRY, VT: YES NO
ARE YOU A SECOND HOME OWNER IN LONDONDERRY, VT: YES NO
WHAT DREW YOU TO THE TOWN:
DO YOU LIVE IN AN ADJOINING TOWN: YES NO
DO YOU HAVE CHILDREN WHO ATTEND OR HAVE ATTENDED FBS YES
NO
DO YOU HAVE CHILDREN IN HIGH SCHOOL AND WHICH HIGH SCHOOL DO THEY
ATTEND:
DO YOU OWN AN AIRBNB IN LONDONDERRY, VT: YES NO
IS YOUR AIRBNB HOSTED OR NON-HOSTED:
ARE YOU STAYING AT AN AIRBNB OR A HOTEL/MOTEL IN TOWN?
DO YOU HAVE A BUSINESS IN LONDONDERRY, VT: YES NO
IF YES, WHAT TYPE OF BUSINESS DO YOU OWN:
DO YOU HAVE TROUBLE FINDING EMPLOYEES DUE TO AFFORDABLE HOUSING:
YES NO
WHAT TYPE OF BUSINESSES WOULD YOU LIKE TO SEE IN LONDONDERRY, VT

DO YOU THINK ONE BEDROOM APARTMENTS ARE THE BEST SOLUTION FOR THE
HOUSING CRISIS HERE IN TOWN? YES NO
WHAT DO YOU SEE AS THE BIGGEST OBSTACLE FOR SOMEONE TO OWN OR RENT
A HOME IN LONDONDERRY, VT:
IS THERE ANYTHING ELSE YOU WOULD LIKE TO COMMENT ON THAT IS
PERTINENT TO THE DEVELOPMENT OF THE TOWN:

# **CUSTOMER** Town of Londonderry roadforeman@londonderryvt.org



PROPOSAL# HE2044 **DATE** 7/9/2025 **Job Site Info:** Spring Hill Rd. Londonderry, Vt.

#### STREAMBANK ARMOR

Unless otherwise defined below this quote provides for all material, supervision, equipment, tools and labor to perform all work in a professional and timely manner.

This quote is based on the following:

#### SCOPE OF WORK FOR SPRING HILL RD

- Mobilization of necessary equipment and labor for the duration of work
- Coordinate "Dig Safe" utility locating
- Provide road closed signage
- Excavation to remove damaged road shoulder and slope
- Excavation to re-shape stream channel as discussed as discussed in site visit
- Furnish & install 4' and 3' angular rip rap to armor stream bank
- Furnish & install grubbing material to top dress stream bank armor
- Furnish & install seed & mulch
- Furnish & install crushed gravel to clean up road from stream break construction

TOTAL		\$35,000.00	
Acceptance: Hunter Excavating, Inc. is hereby agreement are mutually agreeable	authorized to perform the work defined in this quote.	Terms of this	
XAuthorized Representative	Date		

Thank you, we look forward to working with you!



TITLE:

# **PROPOSAL**

52 Kellogg Road Essex Jct., VT 05452 (802)878-5341 fx(802)878-2041

TO:	Town of Londonderry DAT	re: July	9, 2025	
Project: Misc. Guardrail				
	Attn: Josh 802-379-5030	Bid:		CD:
WE PROPOSE ITEM #	TO FURNISH AND INSTALL THE WORK DESCRIBED DESCRIPTION	BELOW: QUANTITY	UNIT PRICE	TOTAL
	Haven Hale @ Gale Meadows  Replace existing Steel Beam Guardrail on bo sides of road with Used Steel Beam Guardra with 6' Posts. Total Length is 200 LF (+/-). Includes replacing 4 each Steel Blocks on existing Bridge Posts.		LS	\$3,730.00
	Edge Hill Road @ VT 11  Remove Radius and extend 150 LF with Used Steel Beam Guardrail with 6' Posts.		LS	2,770.00 \$6,500.00
	Traffic Control by Town.			
	Dig Safe by Town.			
·	This proposal becomes void if not accepted voil if you wish for us to do the work please sign a			Ä
BY: _	· L	afayette Highwa	y Specialties	

## STATE OF VERMONT AGENCY OF TRANSPORTATION STANDARD GRANT AGREEMENT

#### Part 2 – Grant Agreement

- 1. <u>Parties</u>: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called "State"), and the **Town of Londonderry**, a **US Local Government** with its principal place of business at **100 Old School Street**, **South Londonderry**, **VT 05155**, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
- 2. <u>Subject Matter</u>: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues.
- 3. <u>Award Details:</u> Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
- 4. <u>Amendment</u>: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
- 5. <u>Cancellation</u>: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
- 6. <u>Attachments</u>: This Grant Agreement consists of <u>18</u> pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 10/1/2024)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

- 4. <u>Order of Precedence:</u> Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment D Other Provisions
  - 3) Attachment C Standard State Provisions for Contracts and Grants
  - 4) Attachment A Scope of Work
  - 5) Attachment B Payment Provisions
  - 6) Attachment E DOT Standard Title VI Assurances and Non-Discrimination Provisions

BC2400 Town of Londonderry Page: 1 of Page 36

## (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont Agency of Transportation	By the Grantee: TOWN OF LONDONDERRY
Date:	Date:
Signature:	— Signature:
Name: <u>Joe Flynn</u>	Name:
Title: Secretary of Transportation	Title:

BC2400 Town of Londonderry Page: 2 of Page 37

STATE (	OF VERMONT GRANT	GREEMEN	Т		Part 1-	Grant .	Award I	Detail	
		SECTION I - (	GENERAL	GRANT IN	FORMATIO	ON			
<sup>1</sup> Grant #:	BC2400			2	Original	<u> </u>	Amendme	ent #	
<sup>3</sup> Grant Tit	le: Town Highway Structures	Program - FY2	26						
<sup>4</sup> Amount I	Previously Awarded:	\$0.00	ount Awa	rded This Acti \$2	ion: 00,000.00	<sup>6</sup> Total	Award Am		\$200,000.00
<sup>7</sup> Award St	art Date: Jul 01, 2025	<sup>8</sup> Award End D	ate: Dec	31, 2027	<sup>9</sup> Subrecipi	ent Awar	d: YES	б□ мо⊠	
<sup>10</sup> Supplier	r #: 0000040643 11 Grante	ee Name: Town	of Londo	nderry					
<sup>12</sup> Grantee	Address: 100 Old School Stre	et							
13 City: Sou	uth Londonderry			<sup>14</sup> Stat	e: VT		<sup>15</sup> Zip Coo	de: 05155	
<sup>16</sup> State Gr	anting Agency: Vermont Agen	cy of Transpor	tation				<sup>17</sup> Busine	ss Unit: 0810	00
YES 🛛 N	0 🗌	-Kind: <u>\$ 10%</u>		Descrip	tion: LOC	AL SHARE	E		
<sup>20</sup> If this o	action is an amendment, the goods.  The standing Allocates the control of the con			ance Period:		Scope o	of Work:	Ot	her:
	SE	CTION II - SU	BRECIPIE	NT AWARD	INFORM	NOITA			
<sup>21</sup> Grantee	Identifier [UEI] #: U7XXDN8D	9MW3	<sup>22</sup> I	ndirect Rate:			<sup>23</sup> FFATA	: YES 🔲 NO	
<sup>24</sup> Grantee	Fiscal Year End Month (MM form	nat): 06		N/ (Approved rate	<u>/A                                    </u>	0%)	<sup>25</sup> R&D: [		
<sup>26</sup> EEI Regi	stered Name (if different than V	'ISION Vendor N	ame in Box	( 11):			l		
		SECTION	I III - FUN	NDING ALLO	CATION				
			STAT	E FUNDS					
	Fund Type		Awarded reviously	<sup>28</sup> Award This Action	<sup>29</sup> Cumula Awar		<sup>30</sup> Special &	Other Fund	Descriptions
	General Fund		\$0.00	\$0.00		\$0.00			
	Special Fund		\$0.00	\$0.00		\$0.00			
GI	lobal Commitment (non-subrecipient func	is)	\$0.00	\$0.00		\$0.00			
	Other State Funds		\$0.00	\$200,000.00	\$200,0	00.00 T	ransportatio	on Fund	
	<b>FE</b> (includes subrecip	DERAL FUNDS	_	unds)				equired Fede ward Informa	
31ALN#	<sup>32</sup> Program Title		Awarded reviously	<sup>34</sup> Award This Action	35Cumula Awar		<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
			\$0.00	\$0.00	)	\$0.00			
39 Federal Av	warding Agency:			<sup>40</sup> Federal Av	vard Project D	escr:			
			\$0.00	\$0.00	)	\$0.00			\$0.00
Federal Awa	arding Agency:			Federal Awa	rd Project Des	scr:			
			\$0.00	\$0.00	)	\$0.00			\$0.00
Federal Awa	arding Agency:			Federal Awa	rd Project Des	scr:			
			\$0.00	\$0.00	)	\$0.00			\$0.00
Federal Awa	arding Agency:			Federal Awa	rd Project Des	scr:			
	Total Awarded -	All Funds	\$0.00	\$200,000.00	\$200,0	00.00			
		SECTION	IV - CON	TACT INFO	RMATION				
STATE GRA	ANTING AGENCY		GRANT	<u>EE</u>					
NAME: M	larc Pickering		NAME:	Aileen Tull	och				
TITLE: Di				Town Admir					
	II (802) 380 - 0190 arc.pickering@vermont.gov			: <b>Office: (802)</b> townadmin			ď		
LIVIAIL. III	arc.pickering@verinonic.gov		LIVIAIL	co w naumilli	₩ IUIIUUIIU	- 1 1 y v t. U l	Б		

Form Effective 12/26/2014 Revised: 1/8/2024

# ATTACHMENT A SCOPE OF WORK

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 90% State share, not to exceed the total award amount stated on the Part 1 Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 80% State share, not to exceed the total award amount stated on the Part 1 Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.

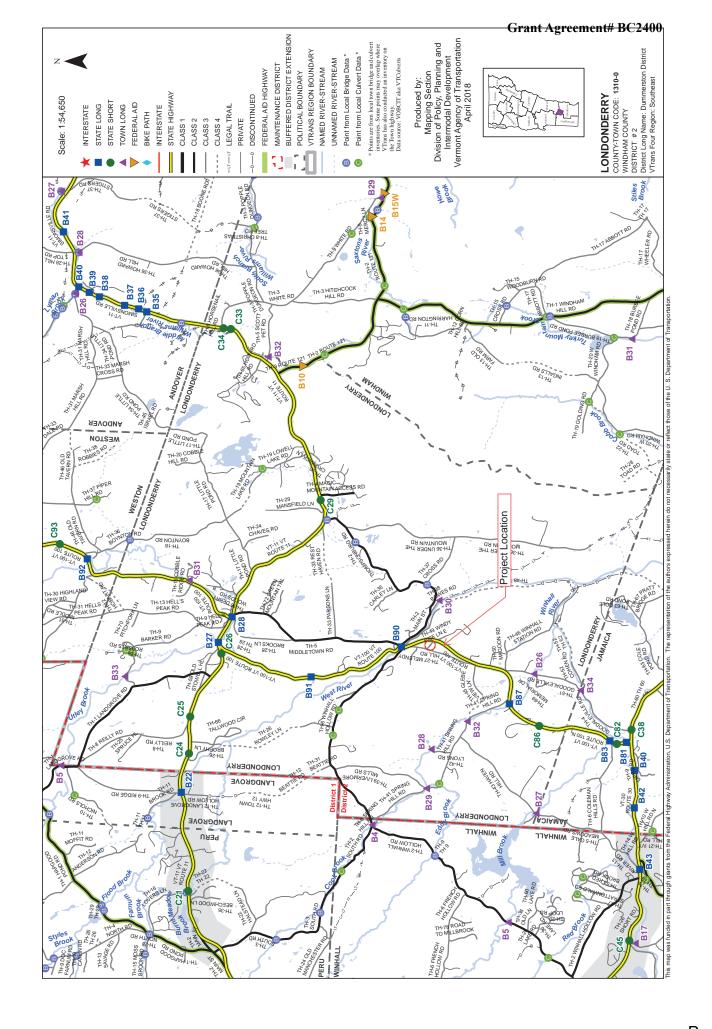
BC2400 Town of Londonderry Page: 4 of Rage 39



AGENCY OF TRANSPORTATION
FY 2026 Municipal Highway Grant Application
APPLYING FOR: Structures Class 2 Roadway Emergency
MUNICIPALITY: Londonderry MUNICIPAL CONTACT (name): Aileen Tulloch
MAILING ADDRESS: 100 Old School Street, South Londonderry, VT 05155
Phone: (802) 824-3356 E-Mail: townadmin@londonderryvt.org
ACCOUNTING SYSTEM: Automated Manual Combination
SAMS #: U7XXDN8D9MW3 Grantee FY End Month (mm format): 06
DISTRICT CONTACT (name): Marc Pickering; Meghan Brunk  Phone: (802) 275-2082
Location of Work. The work described below involves the following town highway / structure:  TH# 49, (Name) Windy Rise lane West which is a class 3 town highway.  Bridge #, which crosses  Culvert #2, for which the original size was 48" X 50' and the replacement size is TBD  Causeway:  Retaining Wall:
Latitude: 43.186266 Longitude: -72.813952 MM (If Available):
Problem: Culvert #2 on Windy Rise Lane West (TH#49) between US Route 100 and Melendy Hill Road (TH#27) in South Londonderry is a 48" corrugated steel pipe of 50 feet in length with stone headers that has deteriorated over time and created minor breach of the pavement in the center of the road.
Reason For Problem: Culvert has reached end of its useful life.
Proposed Scope of Work:
<ol> <li>Engineering work for design/specifications and bid assistance.</li> <li>Replace culvert with new pipe or box culvert that meets or exceeds hydraulic requirements.</li> <li>Project oversight to ensure project is constructed to specifications and applicable permits.</li> </ol>
Detailed Cost Estimate (below or attached):  1. Engineering/Bidding: \$30,000  2. Culvert replacement: \$410,000  3. Project oversight: \$10,000
Estimated Project Amount: \$ 450,000.00 Estimated Completion Date: 06/30/2026

BC2400 Town of Londonderry Page: 5 of Page 40

Municipality has adopted Codes & Standards that meet	or exceed the State approved template?  YES NO
Municipality has a current Network Inventory?	YES NO
Municipality MUST complete the following environ	nmental resource checklist:
EXISTING STRUCTURES: (check all that apply)	)
Steel Tube Culvert	Concrete Box Culvert
Stone Culvert	Concrete Bridge
<b>✓</b> Ditch	Rolled Beam/Plate Girder Bridge
Metal Truss Bridge	Wooden Covered Bridge
There are foundation remains, mill ruins, stone walls or other	Masonry Structure
Stone Abutments or Piers	Buildings (over 50 yrs old) within 300 feet of work
Other:	
PROJECT DESCRIPTION: (check all that apply)	
The project involves engineering / planning only	The project consists of repaving existing paved surfaces only
The project consists of reestablishing existing ditches only within existing footprint	All work will be done from the existing road or shoulder
The structure is being replaced on existing location / alignment	There will be excavation within 300 feet of a river or stream
New structure on new alignment	Repair/Rehab of existing structure
There will be excavation within a flood plain	Road reclaiming, reconstruction, or widening
✓ Tree cutting / clearing	Temporary off-road access is required
New ditches will be established	The roadway will be realigned
The municipality has included photos of the project. features as much as possible.	Must show infrastructure and surrounding NO
Below this line to be filled in by VTrans staff:  Recommended Award Amount: \$ 200,000.00  District Staff Approval: (name) Marc Pickering	Date: May 15, 2025



BC2400 Town of Londonderry Page: 7 of Page 42

## ATTACHMENT B PAYMENT PROVISIONS

The State agrees to reimburse the Grantee for actual expenses incurred or services provided by the Grantee in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided for under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 – Grant Award Detail. The State reserves the right to recoup funds, if a payment is determined to be improper.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: Marc Pickering

Title: District Project Manager

Address: Vermont Agency of Transportation

District 2 870 US Rte. 5

Dummerston, VT 05301

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

BC2400 Town of Londonderry Page: 8 of Page 43

# ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

- **1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- **4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- **5.** No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- **7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

BC2400 Town of Londonderry Page: 9 of Rage 44

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

**Premises - Operations** 

**Products and Completed Operations** 

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- **9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- **10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- **13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

BC2400 Town of Londonderry Page: 10 Page 45

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- **14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- **15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

### 16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- **17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- **18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
  - **A.** is not under any obligation to pay child support; or
  - **B.** is under such an obligation and is in good standing with respect to that obligation; or
  - **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

BC2400 Town of Londonderry Page: 11 oPi@ge 46

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

- **20.** No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- **21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- **22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

- 23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- **24.** Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- **25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- **26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

#### 27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B.** Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- **28.** Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

BC2400 Town of Londonderry Page: 12 o Page 47

- **29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- **30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- **31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
  - A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
  - **B.** Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### 32. Requirements Pertaining Only to State-Funded Grants:

- **A.** Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- **B.** Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

BC2400 Town of Londonderry Page: 13 oPisge 48

## ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

- 1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
- 2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
- 3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
- 4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
- 5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
- 6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
- 7. **Construction**: The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
- 8. **Permits**; **Compliance with Permit Conditions**. The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
- 9. **Damage to Abutters**. The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
- 10. **Acquisition of Additional Right-of-Way**. The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
- 11. **Utility Relocations**. The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
- 12. **Traffic Control**. The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

BC2400 Town of Londonderry Page: 14 o Page 49

- 13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
- 14. Cargo Preference Act Compliance (if applicable). The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 Cargo Preference U.S. Flag Vessels please go to the following web link: <a href="https://www.fhwa.dot.gov/construction/cqit/cargo.cfm">https://www.fhwa.dot.gov/construction/cqit/cargo.cfm</a>.

BC2400 Town of Londonderry Page: 15 oPigge 50

### ATTACHMENT E

### The United States Department of Transportation

### Standard Title VI/Non-Discrimination Assurances

### DOT Order No. 1050.2A

## Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federallyassisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

BC2400 Town of Londonderry Page: 16 o Page 51

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

BC2400 Town of Londonderry Page: 17 oPage 52

## Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq), as implemented by 49 C.F.R. § 25.1 et seq.

BC2400 Town of Londonderry Page: 18 o Page 53



Issue Date: 01/01/2025

Frederick Satisf

Policy Number: PACIF1347-25

### CERTIFICATE OF COVERAGE

#### **Named Member**

Town of Londonderry Attn: Tina Labeau 100 Old School Street South Londonderry, VT 05155 **Company Affording Coverage** 

VLCT Property & Casualty Intermunicipal Fund, Inc.

89 Main Street Suite 4 Montpeilier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of L	iability
Commercial General Liability	01/01/2025 - 01/01/2026	\$10,000,000	Per Occurrence
Coverage Includes:			
Premises/Operations			
Products/Completed Operations			
Personal Injury			
Contractual			
Independent Contractors			
Broad Form Property Damage			
Automobile Liability	01/01/2025 - 01/01/2026	\$10,000,000	Per Occurrence
Any Auto			
Hired Autos			
Non-Owned Autos			
Comprehensive/Collision		ACV	
Workers Compensation	01/01/2025 - 01/01/2026	Statutory	
And			
Employers Liability		\$5,000,000	Per Occurrence and in the Aggregate
Property	01/01/2025 - 01/01/2026	As Per Policy Declarations	
Other: The State of Vermont and its agencies, insured) for Automobile Liability, Gener Member, as respects the grant. Covera	al Liability and Property Dama	ge, but only in respect to operations b	y or on behalf of the Named
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	Holder. This Certificate d Should any of the above issuing insurer will ende	as a matter of information only and confe oes not amend, extend or alter the covera described policies be cancelled before eavor to mail 30 days written notice to the so shall impose no obligation or liabilit	ge afforded by the policies above. the expiration date thereof, the e Certificate Holder named to
	its agents, or representa		

Authorized Representative:

# Change Order

PROJECT	Change Order Number: 7	Owner
Londonderry Town Office	Date: 6/30/2025	
100 Old School Street		Architect
South Londonderry, VT 05155		
		Contractor
CONTRACTOR	PROJECT NUMBER: 20074	
GPI Construction Inc.	Contract Date: 7/23/2024	Field
436 Canal Street Suite 101	Contract for: Renovations	
Brattleboro, VT 05301		Clerk of the Works

THE CONTRACT IS CHANGED TO FOLLOWS		
THE CONTRACT IS CHANGED AS FOLLOWS:		
PCO 26 Remove concrete steps south side PCO 44 Entry Porch ceiling replacement for new lighting PCO 45 Replace water line to well PCO 48 Additional misc site work PCO 49 Solar add for size increase	\$ \$ \$	2,269 589 805 24,137 626
Total The original contract sum was The net change by previously authorized change orders The contract sum prior to this change order was The contract sum will be increased/decreased/unchanged by this change order in the	\$ \$ \$	28,426 1,729,514 176,599 1,906,113 28,426
The new contract sum including this change order will be The Contract Time will be (increased) (decreased) (unchanged) by The date of Substantial Completion as of the date of this Change Order, therefore, is	\$ (	<b>1,934,539</b> 0 ) days 5/1/2025
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.		

NOT VALID UNTIL SIGNED BY	THE ARCHITECT, CONTRAC	CTOR, AND OWNER.
Architect	CONTRACTOR	OWNER
JA Saccoccio Workshop, PLLC	GPI Construction	Town of Londonderry
139 Main St	436 Canal St, Ste 101	100 Old School St
Brattleboro, VT 05301	Brattleboro, VT 05301	S. Londonderry, VT 05155
BY	BY luth H	) . BY
Jon Saccoccio	Anthony Girard	Shane O'Keefe
DATE	DATE 6/27/1005	DATE

# Potential Change Order

PROJECT	Potential Change Order No: 26	x Owner
Londonderry Town Office	Date: 6/20/2025	
100 Old School Street		x Architect
South Londonderry, VT 05155		
		x Contractor
CONTRACTOR	PROJECT NUMBER: 20074	
GPI Construction Inc.	Contract Date: 7/23/20	D24 Field
436 Canal Street Suite 101	Contract for: Renovations	
Brattleboro, VT 0530		x Clerk of the Works

THE CONTRACT IS CHANGED AS FOLLOWS:	
Hunter remove concrete steps GPI Markup	1,825.00 274
GPI supervision 2 hours	\$ 170
Total Change Request	\$ 2,269
	0
The Contract Time will be (increased) (decreased) (unchanged) by	0
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.			
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155	
ВҮ	ВУ	BY	
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE	

### INVOICE

**Hunter Excavating, Inc.** 2218 Vt Route 100 South Londonderry, VT 05155 accounting@hunterexvt.com +1 (802) 856-7165 https://www.hunterexcavatinginc.co



GPI Construction, Inc. - Town of Londonde

Bill to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301 Ship to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301

#### Invoice details

Invoice no.: 15574 Terms: Due on receipt Invoice date: 06/19/2025 Due date: 06/19/2025

#	Date	Product or service	Description	Qty	Rate	Amount
	Town of Lo	ondonderry ~				
1.		Excavation Work Bid	Mobilization -balance	1	\$7,500.00	\$7,500.00
2.		Excavation Work Bid	Demolition -balance	1	\$3,090.00	\$3,090.00
3.		Excavation Work Bid	Erosion Control - balance	1	\$4,100.00	\$4,100.00
4.		Excavation Work Bid	Common Excavation -balance	1	\$2,200.00	\$2,200.00
5.		Excavation Work Bid	Asphalt	1	\$38,000.00	\$38,000.00
6.		Excavation Work Bid	Signage	1	\$900.00	\$900.00
	Additional	Work ~				
7.		Equipment/Labor	Retaining walls, East & South basement, North ramp, Western entrance	1	\$7,609.00	\$7,609.00
8.		Equipment/Labor	Concrete step removal	1	\$1,825.00	\$1,825.00
9.		Equipment/Labor	Pavement edge not in original scope	1	\$4,080.00	\$4,080.00
10.		Equipment/Labor	Installation of steel/sleeved bollards	1	\$3,618.00	\$3,618. <b>Pa</b> (

11.	Equipment/Labor	Adjust catch basin at Northeastern entrance	1	\$778.00	\$778.00
12.	Equipment/Labor	Prep for pad/installation 2 piers at East basement entrance	1	\$1,110.00	\$1,110.00
13.	Equipment/Labor	Stone drip edge Southern side	1	\$470.00	\$470.00
14.	Equipment/Labor	Excavation/backfill well casing	1	\$700.00	\$700.00
15.	Equipment/Labor	Trench and backfill power	1	\$5,464.00	\$5,464.00
		Total		\$8	31,444.00

### Note to customer

We are happy to process your credit card payment, however, a 3% convenience fee will be added to the balance

# Potential Change Order

		_
PROJECT	Potential Change Order No: 44	x Owner
Londonderry Town Office	Date: 6/20/2025	
100 Old School Street		x Architect
South Londonderry, VT 05155		
		x Contractor
CONTRACTOR	PROJECT NUMBER: 20074	
GPI Construction Inc.	Contract Date: 7/23/2024	Field
436 Canal Street Suite 101	Contract for: Renovations	
Brattleboro, VT 0530		x Clerk of the Works
		•

THE CONTRACT IS CHANGED AS FOLLOWS:		
GPI construction remove and replace entry ceiling for new lighting		
Demo and install 4 hours	\$	260
Ext plywood	Ψ	138
· ·		
Trim	т	82
Material markup	\$	33
GPI markup	¢	77
Grimarkup	Ψ	′′
Total Change Request	\$	589
The Contract Time will be (increased) (decreased) (unchanged) by		0
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.		

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.							
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155					
ВҮ	BY	BY					
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE					

VERMONT

Manchester Center • Middlebury • Morcisville Stowe . Barre . Montpelier . St. Johnsbury . Waitsfield

MASSACHUSETTS Williamstown • West Harfield rkmiles.com

PAGE NO: 1 SINCE 1940

## BUILDING TRUST. DELIVERING RESULTS.

REFERENCE: T19353 3/25/25 10:47 2% 10TH NET EOM 77839 001 TERMINAL: 175

GPI CONSTRUCTION, INC.
436 CANAL STREET, SUITE 101

BRATTLEBORO VT 06301

GPI/LONDONDERRY TOWN HALL 436 CANAL STREET, SUITE 101

BRATTLEBORO VT 05301 802-257-7839

RESALE NO: SALES REP: NH

TAX: 015 VT TAX EXEMPT

INIVOICE: 780904/1

02-257-7	2-257-7839 002-257-7659 INVOICE. 7 0							
eses I	ORDERED	T IN	SKI)	DESCRIPTION	LOCATION	UNITS	PRICE /PER	
			38A	3/8x4x8 ARAUCOPLY/SELEX AC/ULC	7AC-1	128	1075,47 /MS	137.66 N
1	1		54616LOSP	PLYWOOD 5/4x6x16 LIFESPAN SOLID TRIM Exterior Use Only Prime Ends	7AC-1 7B SW 7B SW	10	6485.36 /MF	64.85 N
1 200	1 200		54612LOSP 126LOSP	5/4x6x12 LIFESPAN SOLID TRIM 1/2x6 PRIMED LIFESPAN CLAP 10/8 10/12	7B SW 10B	7.50 100	1	46.55 N 384.94 N
				** AMOUNT CHARGED TO STORE ACCOUNT	Γ** 634.0	N	AXABLE ON-TAXABLE UB-TOTAL	0.00 634.00 634.00
			86	21	TOTAL WEIGH	Т	AX AMOUNT OTAL AMOUNT	0.00 <b>634.00</b>
				(JOSH DEGRENIER)		•		

When delivery is made inside the curb line, customer agrees to accept full responsibility and assumes all risk for any and all damage caused to driveways, sidewalks, buildings, vehicles, lawn, trees, shrubs, utility wires, or any other items on property, real or personal located at the delivery site. Customer agrees to indemnify defend and hold risk Miles, Inc. harmless from and against any and all damage, loss, cost or expense related to or arising from such deliveries. Unused, stocked material must be returned within 30 days of original delivery date. Please notify ik MILES if there is a delivery return that needs to be picked up. Returned products may be subject to a 20% restocking see. All credits on returned product is subject to inspection.



Pagé I of I



107-Chesterfield

Remit to: 99 Route 9 West Chesterfield, NH 03466 Phone: 603-256-6844

Sold To:

**GPI CONSTRUCTION INC** 436 CANAL ST, SUITE 101 BRATTLEBORO, Vermont, 05301 Invoice: 699400

Invoice Date: 04/22/2025

Invoice Time: 15:36:00

Order: 3528350

Order Date: 4/22/25

**Customer:** 618829

Job: BRATTLEBORO VT Contact: Nester Beckwith Phone: 8022577839

**Payment Terms** 

General Contractor Net 15th

SOLD BY: Keyin Lawson

LOADED CHECK

DELIV.

MIKE REYNOLDS

CUSTOMER REF. LONDONDERRY TOWN SHIP DATE

Product Code	Description	Qty	-UOM-	Unit Price	Customer Price	Total
CH50011	50011 JACO FLAME STOP INTUMESC	3	ea	13.99	13.99	41.97
14ACL	5.2MMX4'X8' TROPICAL/LAUAN PLYWOOD INTER INTERIOR	1	ea	14,75	14.01	14.01
090	.090X4X8 TEXTURED LINER PANEL FRP	3	ea	62.25	59.14	177.42
7203128	HENRY FRP ADHESIVE 4 GAL	ı	ea	89.99	85,49	85,49
3834553	TROWEL 3/16X1/4X5/16 F-V NOTCH	1	ea	13.99	13,29	13.29
M8138	MOULDED LATTICE 1-3/4 (WM978) 4/12	48	If	1.79	1.70	81.60
SDEV	STRUCTOGLASS DIVIDER	1	ca	2.99	2.84	2.84
SCAP	STRUCTOGLASS CAP	3	ea	3.49	3.32	9.96
				s		

Goods received in good condition

Print name

Signature

The invoice is due on 05/15/2025 Finance Charges will be incurred if not paid by 05/15/2025.

TERMS: Net 15th. FINANCE CHARGE based on a periodic rate of 1-1/2% per month (18% ANNUALLY).

Customer hereby agrees to pay all collection costs, including all reasonable attorney fees. No claims for shortage or damage unless made within two days of delivery

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL AND ARE SUBJECT TO OUR RETURN POLICY Special order items are non returnable, this document serves as your acknowledgement of accuracy.

Total Amount	\$426.58
Sales Tax	\$0.00
Invoice Total	\$426.58 Page

# Potential Change Order

PROJECT	Potential Change Order	No: 45	x Owner
Londonderry Town Office	Date: 6/20/2025		
100 Old School Street			x Architect
South Londonderry, VT 05155			
			x Contractor
CONTRACTOR	PROJECT NUMBER:	20074	
GPI Construction Inc.	Contract Date:	7/23/2024	Field
436 Canal Street Suite 101	Contract for: Renovati	ons	
Brattleboro, VT 0530			x Clerk of the Works

THE CONTRACT IS CHANGED AS FOLLOWS:	
Replace water line between well and building Hunter trench and backfill	700.00
GPI Markup	\$ 105
Total Change Request	\$ 805
The Contract Time will be (increased) (decreased) (unchanged) by	0
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.	·

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.							
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155					
ву	ВУ	BY					
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE					

### INVOICE

**Hunter Excavating, Inc.** 2218 Vt Route 100 South Londonderry, VT 05155 accounting@hunterexvt.com +1 (802) 856-7165 https://www.hunterexcavatinginc.co m/



GPI Construction, Inc. - Town of Londonde

Bill to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301 Ship to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301

#### Invoice details

Invoice no.: 15574 Terms: Due on receipt Invoice date: 06/19/2025 Due date: 06/19/2025

#	Date	Product or service	Description	Q	ty	Rate	Amount
	Town of Lond	onderry ~					
1.		Excavation Work Bid	Mobilization -balance		1	\$7,500.00	\$7,500.00
2.		Excavation Work Bid	Demolition -balance		1	\$3,090.00	\$3,090.00
3.		Excavation Work Bid	Erosion Control - balance		1	\$4,100.00	\$4,100.00
4.		Excavation Work Bid	Common Excavation -balance		1	\$2,200.00	\$2,200.00
5.		Excavation Work Bid	Asphalt		1	\$38,000.00	\$38,000.00
6.		Excavation Work Bid	Signage		1	\$900.00	\$900.00
	Additional Wo	ork ~					
7.		Equipment/Labor	Retaining walls, East & South basement, North ramp, Western entrance	PCO 48	1	\$7,609.00	\$7,609.00
8.		Equipment/Labor	Concrete step removal	PCO 26	1	\$1,825.00	\$1,825.00
9.		Equipment/Labor	Pavement edge not in original scope & subbase	PCO 48	1	\$4,580.00	\$4,580.00
							Pa

	e happy to process your credit card page	ayment, however, a 3%	Overdue			06/19/2025
Note	e to customer		Total		\$8	31,944.00
15.	Equipment/Labor	Trench and backfill power \$4,680 to PCO	36, \$784 to PCO	48	\$5,464.00	\$5,464.00
14.	Equipment/Labor	Excavation/backfill well ca	PCO 45	1	\$700.00	\$700.00
13.	Equipment/Labor	Stone drip edge Southern	side PCO 48	1	\$470.00	\$470.00
12.	Equipment/Labor	Prep for pad/installation 2 basement entrance	piers at East PCO 30	1	\$1,110.00	\$1,110.00
11.	Equipment/Labor	Adjust catch basin at Nor entrance	PCO 48	1	\$778.00	\$778.00
10.	Equipment/Labor	Installation of steel/sleeve	d bollards PCO 48	1	\$3,618.00	\$3,618.00

convenience fee will be added to the balance

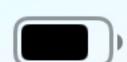
# Potential Change Order

PROJECT	Potential Change Order No: 48	x Owner
Londonderry Town Office	Date: 6/20/2025	
100 Old School Street		x Architect
South Londonderry, VT 05155		
		x Contractor
CONTRACTOR	PROJECT NUMBER: 20074	
GPI Construction Inc.	Contract Date: 7/23/2	Pield Field
436 Canal Street Suite 101	Contract for: Renovations	
Brattleboro, VT 0530		x Clerk of the Works

THE CONTRACT IS CHANGED AS FOLLOWS:	
Added site contract items from Hunter Excavation	
Retaining walls	\$ 7,609.00
Added pavement	4,580
Bollards	3,618
Adjust catch basin	\$ 778
Stone drip edge south side	470
Add for trenching electrical power, oringal quote 4680, actual work 5464	\$ 784
Add concrete for electrical trench ledge less than 3' below ground	\$ 3,150
GPI markup	\$ 3,148
Total Change Request	\$ 24,137
The Contract Time will be (increased) (decreased) (unchanged) by	0
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which	

NOT VALID UNTIL SIGNED BY	NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.								
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155							
вү	ВУ	BY							
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE							











Read

Fri, Jun 20 at 10:15 AM

Caleb >

I just sent you an email. I'm looking to break out the price of the added concrete at the Londonderry town office for the electrical condo in the driveway? Including areas of deeper base thanks

Monday 10:39 AM

Can you let me know what the cost was for the concrete for the electrical conduit up at the Londonderry town office? Thank you.

Tuesday 10:22 AM

Hey Anthony sorry I missed you yesterday, the conduit concrete and labor was \$3150. Also the extra concrete for the handicap ramp and stairs was \$2050

Thanks!

Delivered



iMessage



### INVOICE

**Hunter Excavating, Inc.** 2218 Vt Route 100 South Londonderry, VT 05155 accounting@hunterexvt.com +1 (802) 856-7165 https://www.hunterexcavatinginc.co



GPI Construction, Inc. - Town of Londonde

Bill to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301 Ship to GPI Construction, Inc. 436 Canal St., Suite 101 Brattleboro, VT 05301

#### Invoice details

Invoice no.: 15574 Terms: Due on receipt Invoice date: 06/19/2025 Due date: 06/19/2025

# Date	Date Product or service Description		Qty	Rate	Amount
Town of L	ondonderry ~				
1.	Excavation Work Bid	Mobilization -balance	1	\$7,500.00	\$7,500.00
2.	Excavation Work Bid	Demolition -balance	1	\$3,090.00	\$3,090.00
3.	Excavation Work Bid	Erosion Control - balance	1	\$4,100.00	\$4,100.00
4.	Excavation Work Bid	Common Excavation -balance	1	\$2,200.00	\$2,200.00
5.	Excavation Work Bid	Asphalt	1	\$38,000.00	\$38,000.00
6.	Excavation Work Bid	Signage	1	\$900.00	\$900.00
Additiona	al Work ~				
7.	Equipment/Labor	Retaining walls, East & South basement, North ramp, Western entrance	PCO 48	\$7,609.00	\$7,609.00
8.	Equipment/Labor	Concrete step removal	PCO 26 <sup>1</sup>	\$1,825.00	\$1,825.00
9.	Equipment/Labor	Pavement edge not in original scope subbase	PCO 48	\$4,580.00	\$4,580.00
					Pa

10.	Equipment/Labor	Installation of steel/sleeved bollar	rds PCO 48	1	\$3,618.00	\$3,618.00
11.	Equipment/Labor	Adjust catch basin at Northeaste entrance	PCO 48	1	\$778.00	\$778.00
12.	Equipment/Labor	Prep for pad/installation 2 piers a basement entrance	PCO 30	1	\$1,110.00	\$1,110.00
13.	Equipment/Labor	Stone drip edge Southern side	PCO 48	1	\$470.00	\$470.00
14.	Equipment/Labor	Excavation/backfill well casing	PCO 45	1	\$700.00	\$700.00
15.	Equipment/Labor	Trench and backfill power \$4,680 to PCO 36, \$	784 to PCO	1 48	\$5,464.00	\$5,464.00
			Total		\$8	31,944.00
Note	e to customer					
	re happy to process your credit card pagenience fee will be added to the balance	yment, however, a 3%	Overdue			06/19/2025

# Potential Change Order

PROJECT	Potential Change Order	No: 48	x Owner
Londonderry Town Office	Date: 6/20/2025		
100 Old School Street			x Architect
South Londonderry, VT 05155			
			x Contractor
CONTRACTOR	PROJECT NUMBER:	20074	
GPI Construction Inc.	Contract Date:	7/23/2024	Field
436 Canal Street Suite 101	Contract for: Renovat	ions	
Brattleboro, VT 0530			x Clerk of the Works

THE CONTRACT IS CHANGED AS FOLLOWS:	
Increase in size of solar panels	
Integrated Solar	\$ 544.12
GPI Markup	\$ 82
·	
Total Change Request	\$ 626
The Contract Time will be (increased) (decreased) (unchanged) by	0
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or	
Guaranteed Maximum Price that have been authorized by Construction Change Directive	
until the cost and time have been agreed upon by both the Owner and Contractor, in which	
case a Change Order is executed to supersede the Construction Change Directive.	
and a change of the expension to expensions and contention of any of the	-

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.									
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155							
ву	BY	BY							
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE							



# 121 Spring Tree Road, Brattleboro, VT 05301 802-257-7493 Office Phone 802-257-7447 Fax

Bill To:

Anthony Girard Invoice No.: 12370
GPI Construction Date: 6/27/2025
436 Canal Street, Brattleboro, VT 05301 Emailed: 6/27/2025

Description		Amount
Contract: 11.61 kW Solar Array Flush Roof Mounted		\$ 46,793.00
Site Address: 100 Old School Street, S. Londonderry VT 051	55	
Change Order(s)		
1. Changed panels from 430 watt SilFab panels to 435 watt the solar array is 11.745 kW DC	Hyundai panels. Therefore,	\$ 544.12
2. Changed Meter and Disconnect location from the side of	\$ _	
Tyler Electric made these changes and billed GPI directly. W		
additional billings from Tyler Electric. If any come in, the am		
•		
Payment(s) Received		
12/19/2025 check # 24213		\$ (31,196.00)
	1	
	Total:	\$ 47,337.12
Thank you for your business!	Payment/ Credits:	\$ (31,196.00)
	Balance Due:	\$ 16,141.12

## Londonderry Town Office I PCO log



### 6/27/2025

Items in italics are initial cost estimates only

No.	DESCRIPTION OF Change Order Request	Price Proposed	Date	Owne r Y/N	Archit ect	Date	Price Approved	CO No.	App No.	Days
					Y/N					
1	Alternate 6 Re-Roofing indicated area	\$13,000.00	4/17/2024	Υ	Υ	, ,	\$13,000.00	1	2	0
2	Alternate 7 Photovoltaic panels	\$53,812.00	11/30/2024	Υ	Υ	11/30/2024	\$53,812.00	2	4	0
3	Reroute generator conduit	\$11,843.00	10/16/2024	Υ	Υ	10/16/2024	\$11,843.00	2	4	0
4	Generator wire replacement	\$2,864.00	10/16/2024	Υ	Υ	10/16/2024	\$2,864.00	2	4	0
5	Replace parking lot sub base	\$16,675.00	5/16/2025							
6	Vermiculite removal	\$4,899.00	9/18/2024	Υ	Υ	, ,	\$4,899.00	1	2	0
7	Remove and replace heating piping shown to remain	\$1,156.00	9/26/2024	Υ	Υ	10/1/2024	\$1,156.00	1	2	0
8	Box in mechanical piping in storage closet next to stage	\$715.00	9/9/2024							
9	Flooring in Entry Hall	\$4,445.00	3/31/2025	Υ	Υ	3/31/2025	\$4,445.00	6	9	0
10	Ledge and basement water intrustion mitigation	\$38,540.00	12/30/2024	Υ	Υ	12/30/2024	\$38,540.00	3	5	0
11	Install generator conduit only at this time	\$0.00	9/25/2024							
12	Credit alternate 4 exterior wall insulation	-\$8,000.00	9/27/2024	Υ	Υ	10/1/2024	-\$8,000.00	1	2	0
13	Extend LVL Header across stair and bath where not shown on bid drawing	\$2,169.00	11/30/2024	Υ	Υ	11/30/2024	\$2,169.00	2	4	0
14	Extend LVL down entry hall to support new wood framing not	\$2,420.00	11/30/2024	Υ	Υ	11/30/2024	\$2,420.00	2	4	0
L	shown on bid drawing				L		<u>                                     </u>	1		
15	Change wood columns to steel per revised drawings	\$0.00								
16	Add baseboard heat in Listers office	\$0.00								
17	Change spray foam to rigid on basement walls	-\$2,144.00	10/10/2024	Υ	Υ	10/10/2024	-\$2,144.00	2	3	0
18	Remove vermiculite/Air seal around window cavities on windows to remain	\$0.00	10/31/2024							
19	Door 100 hardware change	\$1,595.00	10/15/2024	Υ	Υ	11/30/2024	\$1,595.00	2	4	0
20	Cupola Structural upgrades									
21	Chimney Liner	\$4,335.50								
22	Basement wall concrete crack repair	\$5,965.00	10/31/2024	Υ	Υ	11/14/2024	\$5,965.00	2	4	0
23	Abate asbestos on basement walls	\$1,475.00	11/30/2024	Υ	Υ	11/24/2024	\$1,475.00	2	4	0
24	Hook up generator to Town Garage	\$0.00								
25	Change in some lockdown buttons	\$0.00								
26	Remove concrete steps at south side	\$2,269.00	6/20/2025							
27	Replace cast pipe with PVC at South bsmt egress	\$0.00								
28	Window Vermiculite removal overage	\$719.00	12/30/2024	Υ	Υ	12/30/2024	\$719.00	3	5	0
29	Credit for no floor outlets in Town Clerk's office	-\$1,108.00	12/30/2024	Υ	Υ	1/31/2025	-\$1,108.00	4	6	0
30	East basement entrance foundation options	\$8,285.00	2/13/2025			2/28/2025	\$8,285.00	5	7	0
31	Insulate Exterior walls	\$24,270.00	12/30/2024	Υ	Υ	12/30/2024	\$24,270.00	3	5	0
32	Door 100 Change in size	\$2,085.00	12/30/2024	Υ	Υ	12/30/2024	\$2,085.00	3	5	0
33	Add Fire Alarm strobes in bathrooms	\$690.00	2/28/2025			2/28/2025	\$690.00	5	7	0
34	Credit built in millwork in listeres and zoning offices	-\$16,963.00	1/15/2025	Υ	Υ	1/31/2025	-\$16,963.00	4	6	0
35	IT conduit from storage to IT room	\$200.00								
36	Underground electric/phone/data	\$24,453.00	2/13/2025			2/28/2025	\$24,453.00	5	7	0
37	Chimney pointing/repair and chimney liner	\$4,500.00								
38	Credit for data terminations, data rack, patch panel	-\$4,294.00	2/13/2025			2/28/2025	-\$4,294.00	5	7	0
39	Plumbing changes	\$576.00	1/31/2025	Υ	Υ		\$576.00	4	6	0
40	Chimney structural repair	\$411.00	1/31/2025	Υ	Υ	1/31/2025	\$411.00	4	6	0
41	Credit for panic buttons provided by door/hardware vendor	-\$100.00								
42	Replace plumbing to remain	\$5,175.00	3/31/2025	Υ		3/31/2025	\$5,175.00	6	9	0
43	Sound Panels price increase	\$493.00	3/31/2025	Υ		3/31/2025	\$493.00	6	9	0
44	Entry porch ceiling replacment for new lighting	\$589.00	6/20/2025	Υ		6/20/2025	\$589.00	7	13	0
45	Replace water line to well	\$805.00	6/20/2025	Υ	Υ	6/20/2025	\$805.00	7	13	0
46	Assemble office desks	\$400.00								
47	Not used									
48	Additional misc site work	\$24,137.00	6/20/2025	Υ	Υ	6/20/2025	\$24,137.00	7	13	0

49	Solar Add for increased size	\$626.00	6/20/2025	Υ	Υ	6/20/2025	\$626.00	7	13	0
									•	

Total unapproved Change Order Requests

\$25,238.00

Total Approved Changes \$204,988.00

)

# Potential Change Order

PROJECT	Potential Change Order No: 48	x Owner
Londonderry Town Office	Date: 6/20/2025	
100 Old School Street		x Architect
South Londonderry, VT 05155		
		x Contractor
CONTRACTOR	PROJECT NUMBER: 20074	
GPI Construction Inc.	Contract Date: 7/23/202	24 Field
436 Canal Street Suite 101	Contract for: Renovations	
Brattleboro, VT 0530		x Clerk of the Works

THE CONTRACT IS CHANGED AS FOLLOWS:		
Increase in size of solar panels		E44.40
Integrated Solar	Ф	544.12
GPI Markup	\$	82
·		
Total Change Request	\$	626
The Contract Time will be (increased) (decreased) (unchanged) by		0
The Contract Time will be (increased) (accreased) (anonanged) by		· ·
Note: This Change Order does not include changes in the Contract Sum, Contract Time, or		
Guaranteed Maximum Price that have been authorized by Construction Change Directive		
until the cost and time have been agreed upon by both the Owner and Contractor, in which		
case a Change Order is executed to supersede the Construction Change Directive.		•

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.								
Architect JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	CONTRACTOR GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	OWNER Town of Londonderry 100 Old School St S. Londonderry, VT 05155						
ву	ВУ	BY						
Jon Saccoccio DATE	Anthony Girard DATE	Shane O'Keefe DATE						



### 121 Spring Tree Road, Brattleboro, VT 05301 802-257-7493 Office Phone 802-257-7447 Fax

Bill To:

Anthony Girard Invoice No.: 12370
GPI Construction Date: 6/27/2025
436 Canal Street, Brattleboro, VT 05301 Emailed: 6/27/2025

Description		Amount
Contract: 11.61 kW Solar Array Flush Roof Mounted		\$ 46,793.00
Site Address: 100 Old School Street, S. Londonderry VT 051!	55	
Change Order(s)		
1. Changed panels from 430 watt SilFab panels to 435 watt I the solar array is 11.745 kW DC	Hyundai panels. Therefore,	\$ 544.12
2. Changed Meter and Disconnect location from the side of	the building to a stanchion.	\$ -
Tyler Electric made these changes and billed GPI directly. W	·	
additional billings from Tyler Electric. If any come in, the am	ount will be invoiced to GPI	
Payment(s) Received		(0.1.10.5.00)
12/19/2025 check # 24213		\$ (31,196.00)
	Total:	\$ 47,337.12
Thank you for your business!	Payment/ Credits:	\$ (31,196.00)
	Balance Due:	\$ 16,141.12

APPLICATION AND CERTIF	ICATION FOR PA	YMENI	AIA DOCUMENT G70	02	PAGE ONE OF PAGES
TO OWNER Town of Londonderry VT	PROJECT: Tov	vn office renovations	APPLICATION NO:	13	Distribution to:
100 Old School Road	100	Old School Road			OWNER
South Londonderry, VT 05155	Sou	th Londonderry			ARCHITECT
			PERIOD TO:	6/30/2025	CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:				
GPI Construction Inc.	JA Saccoccio Worksh				
436 Canal Street, Suite 101	139 Main St.		PROJECT NOS:	20074	
Brattleboro, VT 05301 CONTRACT FOR:	Brattleboro, VT 0	5301	CONTRACT DATE	7/23/2024	
CONTRACTOR'S APPLICAT Application is made for payment, as shown below, Continuation Sheet, AIA Document G703, is attach	in connection with the Contract		information and belief the Wo completed in accordance with the Contractor for Work for w	rk covered by th the Contract Do hich previous Co	e best of the Contractor's knowledge, is Application for Payment has been cuments, that all amounts have been paid by extificates for Payment were issued and current payment shown herein is now due.
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</li> <li>RETAINAGE:</li> </ol>	\$ \$ \$ \$	1,729,514 205,025 1,934,539 1,871,291	CONTRACTOR:  By: Lathry Le	ر العالم	Date: The Little of the Control of t
a. 0 % of Completed Work  (Column D + E on G703) b. % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or	55,555		My Commission expires:	1/31/202	
Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RETAIL	\$\$ \$ \$ NAGE \$	55,555 1,815,736 1,628,747 186,989 118,803	In accordance with the Contra comprising the application, the Architect's knowledge, inform the quality of the Work is in a is entitled to payment of the A	ct Documents, be Architect certification and belief ecordance with the MOUNT CERT	ased on on-site observations and the damning assets to the Owner that to the best of the the Work has progressed as indicated, he Contract Documents, and the Contractor affied.
(Line 3 less Line 6)	<u> </u>		AMOUNT CERTIFIED		· · ·
CHANGE ORDER SUMMARY Total changes approved	ADDITIÓNS D	EDUCTIONS			from the amount applied. Initial all figures on this t are changed to conform with the amount certified.)
in previous months by Owner	\$206,964.00	\$30,365.00	ARCHITECT:	action broot ma	a condition with the amount certified.)
Total approved this Month	\$28,426.00		Ву:		Date:
TOTALS	\$235,390.00	\$30,365.00			NT CERTIFIED is payable only to the
NET CHANGES by Change Order	\$205,025.00		Contractor named herein. Issu prejudice to any rights of the C	ance, payment a Owner or Contra	nd acceptance of payment are without ctor under this Contract.
ALA DOCUMENT OZOG ADDITICATION AND CERTIFICATION FOR	DAMMENT 4000 EDITION AIAM @ 400	2	THE AMEDICAN INSTITUTE OF ASSETS	CECTO 172E NEW Y	ADK AVE. N.M. MARLINGTON, DC 20006 5000

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

13

APPLICATION DATE:

6/30/2025 6/30/2025

PERIOD TO: ARCHITECT'S PROJECT NO:

20074

A	В	С	D	E	F	G		Н	i
ГЕМ	DESCRIPTION OF WORK	SCHEDULED	WORK COM		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			(D+E)		(NOT IN	AND STORED TO DATE		(C - G)	RATE)
			(~ ~)		D OR E)	(D+E+F)			
1	General Conditions	\$166,102	\$161,329	\$2,273		\$163,602	98%	\$2,500	
2	Rental Equipment	\$9,360	\$3,500		•	\$3,500	37%	\$5,860	
3	Demo	\$45,978	\$45,978			\$45,978	100%	\$0	
4	Concrete	\$64,023	\$64,023			\$64,023	100%	\$0	
5	Metals	\$42,929	\$21,576			\$21,576	50%	\$21,353	
6	Rough Carpentry	\$99,220	\$99,220			\$99,220	100%	\$0	
7	Finish Carpentry	\$13,607	\$13,607		,	\$13,607	100%	\$0	
8	Thermal/Moist.	\$42,046	\$42,046			\$42,046	100%	\$0	
9	Doors/windows	\$126,992	\$116,151			\$116,151	91%	\$10,841	
10	Finishes	\$186,317	\$180,053			\$180,053	97%	\$6,264	
11	Specialties	\$4,184	\$4,184			\$4,184	100%	\$0	
12	Equipment	\$3,225	\$3,225			\$3,225	100%	\$0	
13	Furnishings/millwork	\$91,994	\$91,994			\$91,994	100%	\$0	
14	Conveying Systems	\$79,261	\$79,261			\$79,261	100%	\$0	
15	HVAC	\$106,160	\$100,765	\$5,3 <del>9</del> 5		\$106,160	100%		
16	Plumbing	\$36,197	\$36,197			\$36,197	100%		
17	Electrical	\$212,393	\$200,492	\$11,901		\$212,393	100%	\$0	
18	Earthwork	\$137,821	\$67,810	\$70,011		\$137,821	100%	\$0	
19	PP Bond	\$15,781	\$15,781			\$15,781	100%	\$0	
20	ОНР	\$115,410	\$87,660	\$15,000		<b>\$1</b> 02,660	89%	\$12,750	
21	Alternate 1 Mtg room ceiling	\$6,965	\$6,965			\$6,965	100%		
22	Alternate 2 Refinish wd floor	\$1,200	\$1,200			\$1,200	100%		
23	Alternate 3 Casework	\$16,963	\$16,963			\$16,963	100%		
24	Alternate 4 Ext wall insulation	\$8,000	\$8,000			\$8,000	100%		
25	Alternate 5 Window replacement	\$23,800	\$23,800			\$23,800	100%		
26	Alternate 8 PV Panel structure	\$8,400	\$8,400			\$8,400	100%		
27	Alternate 9 Mech Equipment	\$65,186	\$62,000	\$3,186		\$65,186	100%		
	Change Order 1								
28	PCO 1 Accept Alt 6 Roof	\$13,000	\$13,000			\$13,000	100%		
29	PCO 6 Window vermiculite	\$4,899	\$4,899			\$4,899	100%		
30	PCO 7 Heating changes	\$1,156	\$1,156			\$1,156	100%		
31	PCO 13 Credit Alt 4 Insulation	-\$8.000	-\$8.000			-\$8,000	100%		
AlA	DOCUMENT G703 · CONTINUATION SHEET FOR G7	02 · 1992 EDITION · AJA®	© 1992			. ,			G703-

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

13

APPLICATION DATE:

6/30/2025 6/30/2025

PERIOD TO:

0/30/202

ARCHITECT'S PROJECT NO:

20074

A	В	C	D	Е	F	G		Н	I
TEM	DESCRIPTION OF WORK	SCHEDULED	WORK COM		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION (D + E)		STORED (NOT IN	AND STORED TO DATE		(C - G)	RATE)
			(15 ( 12)		D OR E)	(D+E+F)			
						<u> </u>			
	Change Order 2								
32	PCO 2 Install Solar Panels	\$53,812	\$31,196	\$22,616		\$53,812	100%		
33	PCO 3 Reroute Generator Conduit	\$11,843	\$6,800	\$5,043		\$11,843	100%		
34	PCO 4 Generator wire to code	\$2,864		\$2,864	•	\$2,864	100%		
35	PCO 13 add LVL beam in entry hall	\$2,169	\$2,169			\$2,169	100%		
36	PCO 14 Add to header at stairs/BR	\$2,420	\$2,420			\$2,420	100%		
37	PCO 19 Door 100 Hardware change	\$1,595		i			0.00%	\$1,595	
38	PCO 22 Basement crack repair	\$5,965	\$5,965			\$5,965	100%		
39	PCO 23 Abate basement walls	\$1,475	<b>\$1,47</b> 5			\$1,475	100%		
	82,143	:							
	Change Order 3								
40	PCO 10 Ledge and water mitigatio	\$38,540	\$38,540			\$38,540	100%		
	PCO 28 Vermiculite overage	\$719	\$719			\$719	100%		
41	PCO 31 Exterior wall insulation	\$19,894	\$12,838	\$7,056		\$19.894	100%		
42	PCO 32 Door 100 size change	\$2,085	. ,	` *			0.00%	\$2,085	
	Change Order 4								
43	PCO 29 Credit for no floor outlets	-\$1,108	-\$1,108			-\$1,108	100%		
	PCO 34 Credit millwork	-\$16,963	-\$16,963			-\$16,963	100%		
45	PCO 39 Plumbing changes	\$576	\$576			\$576	100%		
	PCO 40 Chimney repairs	\$411	\$411			\$411	100%		
		-	•						
	Change Order 5								
47	PCO 30 East basement entrance	\$8,285	\$6,520	\$1,765		\$8,285	100%		
48	PCO 33 Fire Alarm in 2 Baths	\$690	\$690			\$690	100%		
49	PCO 36 Underground utilities	\$24,453	\$13,000	\$11,453		\$24,453	100%		
50	PCO 38 Credit for data	-\$4,294	-\$4,294			-\$4,294	100%		
	Change Order 6								
51	PCO 9 Flooring in Entry Hall	\$4,445	\$4,445			\$4,445	100%		
52	PCO 42 Replace Plumbing	\$5,175	\$5,175			\$5,175	100%		
53	PCO 43 Sound Panels	\$493	\$493			\$493	100%		
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## **CONTINUATION SHEET**

PAGE OF PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

APPLICATION NO:

13

APPLICATION DATE:

6/30/2025

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

6/30/2025

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

20074

A	В	С	D	Е	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM FROM PRÉVIOUS APPLICATION (D + E)	PLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAĞE (IF VARIABLE RATE)
	Change Order 7					-			
54	PCO 26 Remove concrete steps	\$2,269		\$2,269		\$2,269	100%		
55	PCO 44 Entry porch ceiling	\$589		\$589		\$589	100%		
56	PCO 45 Replace well water line	\$805		\$805		\$805	100%		
57	PCO 48 Misc site work extra	\$24,137		\$24,137		\$24,137	100%		
58	PCO 49 Incrase in solar array	\$626		\$626		\$626	100%		
	28,426								
		\$1,934,539	\$1,684,302	\$186,989	\$0	\$1,871,291	97%	\$63,248	

Tim Jones 2152 Post Road, Rutland, VT 05701

Phone: (802) 353-0243

Tim.jones@greenmountainpower.com

# To the Selectboard of the Town of Londonderry, Vermont

Monday, July 21, 2025

Here comes Green Mountain Power (GMP), your petitioner, and respectfully represents that in order to provide reliable service to customers it is necessary to locate overhead poles/guys/ wires and buried underground wires/vaults/cabinets within the highway limits of Under the Mountain Road. This proposed work also includes underground installation of cable-in-conduit (CIC) within the road right of way (ROW). This work is proposed to be rebuilt underground with a combination of overhead rebuild for project #174778, in the Town of Londonderry as shown on the attached project plans.

GMP further represents that the work will be done safely for public travel and subject to the rules thereof. GMP proposes the following work practices for the installation of underground utilities on unpaved roads:

- 1) Road surface must be returned to approved conditions consistent with standards described under Title 19 V.S.A. 1111 and in accordance with Town Right of Way Standards;
- 2) Replacement of all complete culverts having a minimum length of 40 feet. For culverts greater than 40 feet in length, if trenching cuts through, culverts will be replaced to the same length as the preexisting culvert. GMP shall replace culverts with grey plastic equivalent to Advanced Drainage Systems ("ADS") HP storm dual wall pipe. The replacement ADS HP culvert to be the same diameter as the preexisting culvert. Further, the culvert pitch shall be ¼" per foot;
- 3) As needed/requested, install precast concrete collars on upper and lower culvert opening;
- 4) Manage the hauling / placement / grading of new road surface materials at GMPs expense and with GMP's operators/contractors and equipment. This includes a provision for GMP to re-gravel roads with up to 6" of new ¾" crushed gravel in accordance with Vermont Agency of Transportation specifications.
- 5) Confirm locations of all aboveground cabinets with Road Supervisor prior to commencing work. In the event an above ground cabinet is placed/installed in an unapproved location, GMP will remediate and move the cabinet to the approved location at its sole expense within two weeks of notification by the Road Supervisor; and

6) Provide final "As-Built" drawings for all completed projects and if requested will provide onsite assistance in locating the GMP conduit.

WHEREFORE, GMP requests permission from the Selectboard to locate poles, and guys and wires as aforesaid. This project is a continuation of the reliability infrastructure rebuild projects we have undertaken in the region since Summer 2023.

Work Plans/Sketches Provided via Email

By: \_\_\_\_\_\_\_

T&D Program Manager

Green Mountain Power

APPROVED:

Selectboard of the Town of Londonderry

EFFECTIVE DATE:



## **Certificate of Substantial Completion**

PROJECT: (name and address) Londonderry Town Office 100 Old School Street

South Londonderry, VT 05155

OWNER: (name and address) Town of Londonderry 100 Old School Street South Londonderry, VT 05155 CONTRACT INFORMATION: Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number: 001 Date: 5/19/2025

ARCHITECT: (name and address)

Stevens & Associates 95 Main Street Brattleboro, VT 05301 CONTRACTOR: (name and address)

**GPI** Construction 436 Canal Street Brattleboro, VT 05301

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

Stevens	& As	sociate	S
---------	------	---------	---

ARCHITECT (Firm Name)

Jon Saccoccio, AIA,
Archtiect
PRINTED NAME AND

DATE OF SUBSTANTIAL COMPLETION

#### **WARRANTIES**

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.) Any work not found to be complete, as recorded by the Architect in the attached Punchlist, or as reported to the Owner by others.

#### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

As identified in the attached Punchlist.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$As identified in the attached Punchlist.

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

GPI Construction				
CONTRACTOR (Firm	SIGNATURE	PRINTED NAME AND TITLE	DATE	
Name)				
Town of Londonderry				
OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE	



DATE: 6/30/2025; issued 7/8/2025 PROJECT: Londonderry Town Office

TO: GPI Construction FROM: Jon Saccoccio SUBJECT: Punchlist

#### **PUNCHLIST**

	GENERAL PUNCHLIST NOTES	STANDARD NOTES
	Clean painted GWB of dirt, residue, stains	All statuses are incomplete
	Dust horizontal door rails and tops of baseboards	Provide Operating and Maintenance Manual, Warranties
Y	Provide fire extinguishers	Provide training on mechanical systems
	Provide window screens, clean exterior window sills	Cost values may be assigned by the Architect if partial payment is applied for. By excluding Cost estimate of Work to be completed, the Contractor has asserted that all Work incomplete will be completed prior to the next and final application for payment.
	Provide storm windows/remove existing storm windows/paint upper sash stop blocks	Exterior was not reviewed at this punchlist walkthrough
Y	Vacuum casework drawers and cabinets	MEP systems pending punchlist from engineers
Y	Provide thermostats	Provide required attic stock
Y	Provide awning window hardware and remove all plastic films	

DATE	ROOM/AREA & DESCRIPTION	COMPLETE	VALUE
	Entry Hall		

5/15	Front Door	N	10,000
5/15	Divot in door knob @ Copy Room door	Y	
5/15	Bathroom door: hole repair	Y	
5/15	Repair/clean scuff on wall @ top right side of Meeting Room door	Y	
5/15	Half wall cap: corner bead exposed	Y	
5/15	Steel post through half wall cap: Paint & caulk at bottom	N	100
5/15	Provide color-match caulk between hardwood countertop and GWB	Y	
5/15	Replace baseboard to right of elevator door, and scribe closer to floor	N	100
5/15	Inspect Elevator and make usable for owner	Y	
5/15	Shorten handrail at top of stair	N	500
5/15	Touch up baseboard and GWB to left of elevator door	Y	
5/15	Repair hole in wall under heat pump	Y	
5/15	Clean paint on floor, left of copy room door	Y	
5/15	Provide bell-pull rope	N	100
	Listers Rm (east side)		
5/15	Provide supply grille above door	Y	
5/15	Tighten faceplate on date 1-07 outlet	Y	
5/15	Repair GWB at outlet under south window	Y	
5/15	Clean paint on floor under chalkboard	N	100
	Zoning Rm (west side)		
5/15	Provide supply grille	Y	
5/15	Provide heat pump grille	N	100
			•

	Outlet on elevator wall: re-set faceplate	Y	
	Copy Room		
5/15 6/30	Provide pocket door hardware  PROVIDE STOP MOUNTED TO FACE OF DOOR AT TOP;  INSTALL FOR FINGER CLEARANCE AT HANDLE	N	500
5/15	Pocket holes showing on pocket door casing; replace casing	N	500
5/15	Provide mail cubby	N	500
	First Floor Bath		
5/15	Provide grab bars	N/A	
5/15	Center light fixture over sink	Y	
	Meeting Hall		
5/15	Clean scuff above door to hall	N	100
5/15	Closet (with attic access): clean wall scuffs	N	100
5/15	Closet door (with attic access): remove tape from hinges	Y	
5/15	Plumb all wall acoustic panels	Y	
5/15	Clean supply vent (near floor level) to rear storage/mech room	Y	
5/15	GWB screw pop between storage room door and stage, near outlets	Y	
5/15	Telephone jack in above describe area needs GWB repair	Y	
5/15	Caulk column-to-GWB at stage, at top of column	Y	
	Basement Meeting Room		
5/15	Provide door silencers	N	100
5/15	GWB touchup along half wall cap, east wall, below window	Y	

5/15	GWB touchup under thermostat	Y	
5/15	Clean paint splash on half wall cap under window	Y	
5/15	Half wall cornerbead at exit door; repair	Y	
5/15	Clean paint splash under south facing window	Y	
5/15	Recessed TV connection box: repair GWB	Y	
	Data Room		
5/15	Caulk PVC pipe to GWB near HVAC grille	Υ	
5/15	Label switch on high wall near heat pump head	Υ	
	Basement Lobby		
5/15	Worn paint on floor; provide second coat. Cut-in line around room is visibly different from field paint; floor paint in front of elevator is worn	Y	
5/15	Wall paint left of elevator door: provide second coat	Y	
5/15	Paint door frame to meeting room; upper right corner of frame	Υ	
	Office/Kitchen Area		
5/15	Door from lobby: nicks in door vision panel frame	N	100
5/15	Divot in GWB between fixed window and door at west office	N	100
5/15	East end exit door: paint vision panel frame	Y	
5/15	East end exit door: fasten vinyl base	Y	
5/15	Steel columns: paint scuffs to be sanded out; bottoms of posts have what appears to be scale build up	Y	
5/15	Return grille to mech room at floor level – fasten	Y	
5/15	Sump cover	Y	

5/15	East office – paint on vision panel frame (door)	Y	
	Basement Bathroom		
5/15	Provide mirror	Y	
5/15	Provide grab bars	Y	
5/15	Provide threshold/transition to shower	Y	
5/15	Repair GWB/paint at top left hand exterior face of shower	Y	
	ADDITIONAL ITEMS as of 6/30		
6/30	Chimney repoint/line		2000
6/30	8" culvert from drains at front of building – insect/rodent screen?		100
6/30	Water lawn to ensure grass growth		100
6/30	Add occupancy sensor in first floor bathroom		100
6/30	Interior Doors – General; silencers, adjust hardware, remove painters tape; paint touchup		500
6/30	Toggle and rocker switches throughout – why?		
6/30	Mechanical closet in Main Room - clean		100
6/30	Owner's metal storage cabinet in Clerk's Office: dented end panel, door doesn't latch.		1000
6/30	Provide grandmaster/final cores		500
6/30	Exterior handrails		10000
6/30	Clean mop sink; extend FRP behind entire wet area. All FRP needs to be the same color		500
6/30	Dust/clean basement storage room		100
6/30	Stage – wire hanging from unistrut		100
6/30	Cover/protect EV charger pedestal		500
6/30	East Shed: finish roof, add drip edges, paint		2000

6/30	Repair columns at front entry	4000
6/30	Provide kick-out flashings at roofing sidewall conditions	1000
6/30	Refurbish attic windows	2000
6/30	Clean exterior window sills	100
6/30	Repair clapboard where electrical service was removed. Remove unsused cable fasteners	100
6/30	Finish trim at Clerk side entry door, finish ceiling, paint column	100
6/30	Remove painters tape on conduit at heat pumps	100
6/30	Paint entry overhang at side entry to Main Meeting room	100
6/30	Light pole bases are rusting.	1000
6/30	Paint mechanical louvers (east gable)	100
6/30	Basement windows (south side) cut back flashing tape	100
6/30	Replace clapboard where hit with excavator.	100
6/30	Finish siding where concrete stair was.	500
6/30	Repair hole in corner board at south gable.	100

SUBTOTAL:	\$45,000
TOTAL x2 (Amount to be withheld until all work is complete):	\$90,000

#### Town of Londonderry, Vermont

Recycling Coordinator Job Description

FLSA Status: Exempt Reports To: Selectboard

#### **OBJECTIVE/PURPOSE**

Under the direction of the Selectboard, the Recycling Coordinator/Solid Waste Manager designs and implements programs for recycling, solid and hazardous waste management, and education for the five towns of the Londonderry Solid Waste Group (LSWG) Landgrove, Londonderry, Peru, Weston and Windham, Vermont.

#### **WORK HOURS**

In general, the schedule for this position is self-directed and flexible, with the majority of work conducted remotely. However, attendance at scheduled meetings of the Selectboard outside of normal work hours may be required. The estimated average work week for the position is 10 hours, with a maximum of 20 hours per week.

#### **DUTIES AND RESPONSIBILITIES**

- Design, implement and manage programs that assist member towns, residents, businesses, schools, and other institutions, with waste management, reduction, and diversion activities.
   These include collections, recycling, composting, source reduction, and hazardous materials management in compliance with Vermont statutes.
- Research, write, and implement program related grants and grant-funded programs including oversight of sub-contractors.
- Conduct educational programs, and provide technical assistance for residents, businesses, institutions, schools, and town government, including the design, production, and dissemination of educational/informational materials. Educational programs must comply with requirements set forth in the Vermont Materials Management Plan (MMP).
- Design additions and changes to the Recycling/Transfer Station portion of the Londonderry website in accordance with the Vermont MMP.
- Write public information articles for newspapers and social media sites.
- Write and implement the Londonderry Group's Solid Waste Implementation Plan (SWIP) and other required documents. Post on Londonderry's website.
- Draft for review Requests for Proposals (RFPs) for program related services.
- Implement and manage the LSWG's Extended Producer Responsibility (EPR) Laws. This may include testifying at the state house or reaching out to senators, when appropriate, to promote new EPR legislation or urge changes in current EPR programs.
- Prepare and submit annual SWIP, hazardous waste, electronics, and other reports in ReTrac as mandated by state requirements.
- Design and implement ongoing multi-media public outreach campaigns to inform residents, businesses, and institutions of the following preferred practices: waste reduction, materials diversion, environmentally preferable purchasing and proper disposal or hazardous materials including pharmaceuticals. Public outreach should also raise awareness of the provisions of the Vermont Universal Recycling Law, Act 148.

#### Town of Londonderry, Vermont

#### Recycling Coordinator Job Description

- Manage and implement the LSWG's special and hazardous waste and electronics collections, compile data, and verify vendor charges.
- Track and report diversion and disposal rate as it pertains to materials discussed in the Vermont MMP.
- Conduct surveys as required by Vermont's MMP
- Manage LSWG's hauler/property managers annual registration.
- Provide technical assistance for waste reduction at public events within the LSWG's towns.
- Collaborate with food distribution networks, conduct outreach education to food service businesses.
- Provide tours of the Londonderry Transfer Station to school groups and other organizations.
- Work with Transfer Station staff to implement programs, respond to user complaints, seek input to help make the Transfer Station more efficient.
- Manage the LSWG's backyard compost bin and countertop bucket and other products for sale.
- Publish LSWG's activities via Press Releases, Website, Twitter, and other media as appropriate.
- Order and maintain inventory of Annual Transfer Station stickers and punch cards. Account for delivery of these to the LSWG's towns and two retail outlets.
- Serve as LSWG's representative at meetings of Recycling Coordinators, Hazardous Waste Group, Vermont Product Stewardship Council, Product Stewardship Institute, Vermont Solid Waste Managers Association, and other state or regional committees, boards, and panels.
- Attend solid waste related conferences and symposiums when appropriate.
- Advise and regularly update Selectboard on solid waste disposal and recycling issues.
- Researches and prepares bidding specifications as necessary.
- Apply for, obtain, and manage grants, including all necessary documentation and recordkeeping.
- Participates in all appropriate safety training offered/sponsored by the Town.
- Ensures that all interactions with colleagues, Town officials and the public are respectful, courteous, and helpful.
- Ensures effective response to requests and concerns expressed by the public.
- Complies with all Town policies and state and federal regulations.
- Performs other duties as assigned.

#### KNOWLEDGE, SKILLS AND ABILITIES

- Must serve as trusted leader, demonstrating active listening skills, coaching, and motivating employees.
- Must demonstrate excellent judgment, decision making, customer service, and communication skills.
- Must maintain strong safety awareness, problem solving and critical thinking skills.
- Must anticipate, recognize, communicate about, and respond to maintenance and repair needs to prevent problems with safety, malfunction, or the greater cost of postponed repairs.
- Must maintain composure at all times and interact tactfully and respectfully with all people.

#### Town of Londonderry, Vermont

Recycling Coordinator Job Description

Must willingly receive and apply constructive feedback.

#### EXPERIENCE, EDUCATION, AND TRAINING

- At least 3 years supervisory experience that demonstrates effective supervisory skills including the ability to provide timely constructive feedback.
- Bachelor of Science/Arts degree or equivalent work experience required.
- Experience in solid waste management preferred.
- Valid driver's license required.
- OSHA 10-hour or 30-hour certification desired.

#### TOOLS/TECHNOLOGY

• As necessary, must demonstrate computer literacy that includes: email, data entry, spreadsheet work, online training, etc.

#### PHYSICAL AND MENTAL DEMANDS

- Must be able to communicate clearly.
- Must be able to evaluate and solve problems
- Must demonstrate excellent judgment and quick reaction time to prevent accidents and respond appropriately in the event of an emergency.
- Must be able to read, comprehend and follow written and verbal directions and instructions.

#### WORK ENVIRONMENT/CONDITIONS

Most work occurs in home office or other remote locations, and includes time at the Town
Office and the Transfer Station as appropriate and necessary.

#### **Terms of Employment:**

The position is a part-time hourly position.

#### **Compensation:**

As determined by the Selectboard.

#### **DISCLAIMERS**

- The above information is intended to describe the general nature of this position and is not to be considered a comprehensive statement of duties, activities, responsibilities and requirements. Additional duties, activities, responsibilities, and requirements may be assigned, with or without notice, at any time.
- This job description is not an employment contract nor is it a promise of work for any specific length of time.

#### **EOUAL EMPLOYMENT OPPORTUNITY**

The Town of Londonderry, Vermont is an Equal Employment Opportunity employer.

# TOWN OF LONDONDERY FACILITY USE POLICY AND AGREEMENT

Approved as amended January 4, 2016

The Town of Londonderry has a number of facilities that are available for use by Londonderry residents, taxpayers and their guests. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating, will provide a safe environment and that the Town will be fair and consistent with all parties wishing to use its facilities.

This policy applies to these facilities: Londonderry Town Hall, Twitchell Building (Town Office Building), Pingree Park Pavilion, and the Memorial Park Pavilion.

The Town of Londonderry will make these facilities available on a first come, first serve basis for individuals, groups and organizations during times when the facilities are not being utilized for Town of Londonderry programs or by Town staff, boards, commissions and committees, or Town of Londonderry sponsored events.

Smoking is prohibited at all Town facilities. Responsible use of alcohol is permitted by attendees of legal age.

A variety of low impact uses are acceptable, providing the use is legal and orderly, and doesn't exert undue impact or wear and tear on the buildings. In general, commercial use or functions for private profit are not offered but will be considered by the Select Board on a case by case basis.

In the case of use by school or other under aged groups, there must be adult supervision on the premises at all times.

#### FACILITY USE AGREEMENT

Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facilities are required to complete a Facility Rental Agreement for each event.

Users must return the facilities in a neat, orderly and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.

There will be a \$50 refundable security deposit required for use which can be used for cleanup (if required). Additional charges for cleanup may be imposed.

For usage of the Town Office/Twitchell Building, the \$50 refundable security deposit required can be used for cleanup (if required) and for the key necessary to access the building. Users are required to contact the Town Office at least 48 hours prior to an event in order to receive a security access code, and key.

Due to insurance restrictions, the following are requirements for use of town facilities:

- Small, informal events such as birthday and anniversary parties do not need to provide liability insurance.
- Larger events such as a wedding reception with alcohol, theatrical event charging admission, etc., are required to carry liability insurance. The user can go online with PACIF and pick up a "TULIP" (temporary use liability insurance policy). Please see the town office for more information.
- Any business using the facilities for profit must carry liability insurance. For businesses and organizations that already carry insurance, the Town of Londonderry is to be named as "additional insured".
- It is highly recommended that any event where alcohol is served use a licensed caterer and/or have a liability insurance policy.
- When an insurance policy is required, documentation must be furnished before this document is signed and use of facilities is approved.

This Agreement, dated July 14, 20 25 is between the Town of Londonderry and
Windham Regional Commission Phe parties agree to the conditions as listed in this document.
Windham Regional Commission parties agree to the conditions as listed in this document.  FACILITY: Town Office Meeting Room 6-8pm  EVENT: Upper West River Corridor Plan Public Information Meeting  DATE: Wednesday, September 3, 2025
EVENT: Upper West River Corridor Plan Public Intermation Meeting
DATE: Wednesday, September 3, 2025
A copy of liability insurance will be attached to this agreement when required.
Town of Londonderry: By (Authorized Agent)
User Windham Regional Commission - Morgo Chia Suite 505 Address: 139 Main Street, 1 Town Brattleboro St VT Zip 05301
Address: 139 Main Street, 1 Town Brattleboro St VT Zip 05301
Phone: 802-257-4747 ext. 116 mtgh mghia@windhamregiand.org
(Organization, if applicable)

STATE OF VERMONT	GRANT AGR	EEMENT					Part 1	-Grant Awa	rd Detail
		SECTION I	- GENER	AL GRANT INF	ORMA	ATION			
<sup>1</sup> Grant #:				2	Origin	nal		Amendment #	
<sup>3</sup> Grant Title:				•					
<sup>4</sup> Amount Previously Awarded: <sup>5</sup> Amount Awarded Th				is Action:		<sup>6</sup> Total	Award Amount	t:	
<sup>7</sup> Award Start Date:		<sup>8</sup> Award End	d Date:			9 Subre	cipient Award:	YES	NO
<sup>10</sup> Vendor #:	11 Grantee Na	me:							
12 Grantee Address:									
<sup>13</sup> City:				<sup>14</sup> State:			<sup>15</sup> Zip Code:		
<sup>16</sup> State Granting Agency:							17 Business U	nit:	
Performance Measures: YES NO	<sup>19</sup> Match/In-Kind	l:		Description:					
<sup>20</sup> If this action is an amend <b>Amount</b> :	ment, the follo Funding All			formance Period	l:	Sc	ope of Work:	Other	:
	SEC	CTION II - S		IENT AWARD	INFO	RMATIC			
<sup>21</sup> Grantee Identifier [UEI] #:			<sup>22</sup> Ind	irect Rate:			<sup>23</sup> FFATA:	YES NO	
24 Grantee Fiscal Year End Mon				%approved rate or de m		)%)	<sup>25</sup> R&D:		
<sup>26</sup> Entity Identifier [UEI] Name (if	different than VISION	Vendor Name in	Box 11):						
		SECTIO	ON III - FI	JNDING ALLO	CATIO	N			
			STA	TE FUNDS					
Fund Type	2		warded eviously	<sup>28</sup> Award This Action		ımulative Award	30 Specia	al & Other Fund I	Descriptions
General Fur	d								
Special Fun	d								
Global Commitment (non-	subrecipient funds)								
Other State Fu	ınds								
	FED (includes subrecipie	ERAL FUND ent Global Com		nds)				Required Fede Award Informat	
			warded	<sup>34</sup> Award This Action		ımulative Award	FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
<sup>39</sup> Federal Awarding Agency:				40 Federal Award	Project	: Descr:			
Federal Awarding Agency:				Federal Award Pr	roject D	escr:			
Federal Awarding Agency:				Federal Award Pr	roject D	escr:			
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Total /	Awarded - All F	unds							
		SECTIO	N IV - CO	NTACT INFOR	MATI	ON			
"STATE GRANTING AGENCY				GRANTEE					
NAME:				NAME:					
TITLE:				PHONE:	TITLE:				
PHONE: EMAIL:				EMAIL:					



#### State of Vermont Standard Grant Agreement

#### Agreement #

#### Part 2 – Grant Agreement

Parties: This is a Grant Agreement between State of Vermont
 Department of Buildings and General Services (BGS), (hereinafter called "State")
 And

Municipality of Londonderry

with principal place of business at **100 Old School St. Londonderry, Vermont 05155** (hereinafter called "Grantee").

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

- 2. <u>Subject Matter</u>: The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-Capacity Building Implementation Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
- 3. <u>Award Details</u>: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
- 4. <u>Amendment</u>: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
- 5. <u>Term and Effective Date</u>: This agreement shall become effective from the date of signing by both parties and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee's reporting requirements to the State have been satisfied, unless superseded by a future agreement which may better reflect the timeline of monitoring and reporting required by the State.
- 6. <u>Cancellation</u>: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
- 7. <u>Attachments</u>: This Grant consists of <u>12</u> pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 – Grant Award Detail

Grant Agreement Part 2 – Grant Agreement

Attachment A – Scope of Work To Be Performed

Attachment B – Payment Provisions

Attachment C – Customary State Grant Provisions

Attachment D – Other Provisions

- 8. <u>Order of Precedence</u>: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment C
  - 3) Attachment D
  - 4) Attachment A
  - 5) Attachment B





## WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:
Date:
Signature:
Name:
Title:
Department of Buildings and General Services
By the Grantee:
Date:
Signature:
Name:



#### ATTACHMENT A: SCOPE OF WORK

#### Londonderry

The Londonderry Town Office upgrades include:

- 1. HVAC:
  - a. Installation of VRF heat pumps.
  - b. Installation of ERVs.
  - c. Installation of ductwork for a venting distribution system.
  - d. Installation of programmable thermostats.
- 2. Envelope:
  - a. Addition of new insulation and air sealing where new construction is added.
  - b. Addition of insulation in foundation and rim joist.
- 3. Lighting: Upgrade necessary lighting fixtures to LEDs.
- 4. ADA: Installation of new LULA elevator and shaft, improvements to ramps, building access, bathrooms \*ADA improvements must budget to 20% of the entire project construction cost.
- 5. Solar: Installation of 11.25 kW roof array.
- 6. SOFT COSTS: The awardee may allocate an amount equivalent to up to 20% of the building grant project's direct construction budget toward soft costs, such as permitting, legal fees, architectural and engineering expenses, and clerking/project management.
  - i. SCOPE AMENDMENT: ADDITION made to 01155\_A172\_5155\_T\_LONDONDERR\_I Attachment A, Londonderry Town Office, 6. Soft Cost provisions. (07/10/2025)

The Londonderry Town Hall upgrades include:

- 1. Envelope:
  - a. Installation of vapor barrier in basement.
  - b. Replacement of windows.
- 2. ADA: ADA improvements with a budget of 20% of total project construction cost.
- 3. SOFT COSTS: The awardee may allocate an amount equivalent to up to 20% of the building grant project's direct construction budget toward soft costs, such as permitting, legal fees, architectural and engineering expenses, and clerking/project management.
  - i. SCOPE AMENDMENT: ADDITION made to 01155\_A172\_5155\_T\_LONDONDERR\_I Attachment A, Londonderry Town Hall, 3. Soft Cost provisions. (07/10/2025)

#### ATTACHMENT B: PAYMENT PROVISIONS

In accordance with Act172 Sec. 3 (B)(1)(A) Buildings and General Services (BGS) shall administer

"(A) no more than \$500,000.00 to each covered municipality for approved projects for weatherization, thermal efficiency, to supplement or replace fossil fuel heating systems with more efficient renewable or electric heating systems, and any other expenditures necessary for the project to be eligible for funding under federal law and guidelines".

- . Upon execution of this agreement the grantee will receive a Grant Number to utilize in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the grantee and the State (BGS), the grantee shall receive a copy of the fully executed agreement. In order for funds to be issued the following documents are required:
  - i. Payment Request Form
  - ii. A Certificate of Insurance
  - iii. A W-9 Form
  - iv. An Affirmation of Use of Funds Form

The grantee will submit invoices and proof of payment (bank statement/receipts) to BGS for reimbursement. BGS will track the progress of the project(s) being completed to ensure grant compliance. BGS commits to disbursement of the first payment within 30 days of receiving invoices and proof of purchase from grantee.

The grantee commits to submitting a report detailing a narrative summary along with funds spent every quarter. If the community capacity building projects are ongoing, a report will be submitted for each quarter that funds are spent. BGS will require the grantee to provide invoices and proof of payment, and all documents regarding funds spent on this project(s).

If the grantee has claimed a financial hardship and is requesting payment in advance of initial funds the grantee must prove the financial hardship to BGS by submitting a narrative and all relevant documentation explaining why they are requesting funds in advance. If approved, BGS will provide the grantee with up to 20% of the total awarded amount. After the initial funds are distributed, BGS will track the progress of the work being performed. As the grantee draws down on the initial awarded funds, the following payments will consist of the remaining awarded grant amount distributed based on the amount invoiced for actual project costs incurred during the quarterly reporting periods until funds run out. BGS suggests that the funds for this grant be held in a separate account from other municipal funds to ensure these funds are used only for the Scope of Word outlined in Attachment A and to provide proof of spending required by any potential audit of the program.

BGS commits to having all grant payments out to towns by 12/31/2026. If the grantee has demonstrated completed work but has not yet completed the project(s) by 09/30/26 the grantee must prove they have vendors under contract to complete the work for this project(s) outlined in Attachment A, in order to receive the remaining awarded funding. If by 03/31/26 the grantee has not begun work on awarded projects, cannot demonstrate reasonable evidence of completion, and or does not have a vendor under contract to complete the work then BGS reserves the right to recapture the awarded funds.

#### ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- **1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally- funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- **3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any

applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

- **4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- **5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- **7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations Products and Completed Operations Personal Injury Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

- **10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- **11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- **14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- **15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

#### 16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D**. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- **17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- **18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
  - A. is not under any obligation to pay child support; or
  - B. is under such an obligation and is in good standing with respect to that obligation; or
  - **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20.** No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

- **21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- **22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

- **23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- **24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- **25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- **26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

#### 27. Termination:

- **A.** Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B.** Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C.** Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures

to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

- **28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- **29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- **30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- **31.** Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:
  - **A.** Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- **B.** Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- **C.** Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

#### 32. Requirements Pertaining Only to State-Funded Grants:

- **A.** Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- **B.** Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

#### **Attachment D: Other Provisions**

- 1. Use of Funds: The Grantee shall use these funds solely for the purpose of this Grant Agreement.
- 2. **Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
- **3. Historical Preservation:** If the grantee's building(s) is on the historical preservation register and needs approval for this project, the grantee has 6 months from the date of the execution of this agreement to get the project approved and all historical objections resolved. If unresolved after 6 months BGS reserves the right to suspend the agreement pending a review with the grantee and VDHP. BGS reserves the right to request information regarding the progress of the historical preservation aspect for this project.
- 4. **Duplication of Benefits:** The State (BGS) recognizes that there are other grant programs, federal tax credits, or funding mechanisms available to municipalities that cover costs for equipment and measures awarded under this program. Examples may include but are not limited to, the solar photo voltaic Federal Tax Credit (FTC), Department of Libraries Capital Projects Grant, Inflation Reduction Act, etc.

Because applicants may have received funding from these sources other than the Municipal Energy Resilience Implementation Grant, an applicant may experience what is called a "duplication of benefits."

For the Municipal Energy Resilience Implementation Grant program, grantees will be at risk of duplication of benefits if at the end of 2026, if the grantee has invoiced for costs already paid for through another funding mechanism. The State of Vermont, by federal rules, is required to monitor and rectify situations where grantees experience a duplication of benefits. If the grantee experiences a duplication of benefits, you may be required to pay back a portion or all the grant received. The Department may use information from future tax filings to determine whether a duplication of benefits occurred.

Municipalities seeking additional funding are strongly encouraged to consider if additional grant funding may put them at risk of having a duplication of benefits at the end of 2026.

**5. Noncompetitive Bid:** BGS strongly encourages the grantee to use a competitive bid process. If the grantee does not use a competitive bidding process, the grantee will need to provide sole source contract documentation with justification to BGS.

#### **Special Requirements**

- 1. Americans with Disabilities Act (ADA) In accordance with Act 172, municipalities will be required to attest that the facility receiving an implementation grant is ADA compliant or that the municipality will use up to 20% of the grant amount received towards ADA improvements in the facility. A survey may be needed to determine if a building is ADA compliant. Site surveys can be completed using online resources or by a consultant. At their own expense, municipalities may hire their own consultants or utilize a consultant under retainer contract through the BGS Office of Purchasing and Contracting.
- 2. High Speed Internet- Act 172 requires that all municipalities that receive services or funding from the Program attest that the covered municipality has access to high-speed Internet as defined in the State's Telecommunication Plan set forth in 30 V.S.A. § 202c or that a plan is in place by the end of 2024 to ensure access to high-speed Internet. Note: Membership in a state recognized Communications Union District (CUD) qualifies the municipality as having met this requirement.

# TOWN OF LONDONDERY FACILITY USE POLICY AND AGREEMENT

Approved as amended January 4, 2016

The Town of Londonderry has a number of facilities that are available for use by Londonderry residents, taxpayers and their guests. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating, will provide a safe environment and that the Town will be fair and consistent with all parties wishing to use its facilities.

This policy applies to these facilities: Londonderry Town Hall, Twitchell Building (Town Office Building), Pingree Park Pavilion, and the Memorial Park Pavilion.

The Town of Londonderry will make these facilities available on a first come, first serve basis for individuals, groups and organizations during times when the facilities are not being utilized for Town of Londonderry programs or by Town staff, boards, commissions and committees, or Town of Londonderry sponsored events.

Smoking is prohibited at all Town facilities. Responsible use of alcohol is permitted by attendees of legal age.

A variety of low impact uses are acceptable, providing the use is legal and orderly, and doesn't exert undue impact or wear and tear on the buildings. In general, commercial use or functions for private profit are not offered but will be considered by the Select Board on a case by case basis.

In the case of use by school or other under aged groups, there must be adult supervision on the premises at all times.

#### **FACILITY USE AGREEMENT**

Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facilities are required to complete a Facility Rental Agreement for each event.

Users must return the facilities in a neat, orderly and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.

There will be a \$50 refundable security deposit required for use which can be used for cleanup (if required). Additional charges for cleanup may be imposed.

For usage of the Town Office/Twitchell Building, the \$50 refundable security deposit required can be used for cleanup (if required) and for the key necessary to access the building. Users are required to contact the Town Office at least 48 hours prior to an event in order to receive a security access code, and key.

Due to insurance restrictions, the following are requirements for use of town facilities:

- Small, informal events such as birthday and anniversary parties do not need to provide liability insurance.
- Larger events such as a wedding reception with alcohol, theatrical event charging admission, etc., are required to carry liability insurance. The user can go online with PACIF and pick up a "TULIP" (temporary use liability insurance policy). Please see the town office for more information.
- Any business using the facilities for profit must carry liability insurance. For businesses and organizations that already carry insurance, the Town of Londonderry is to be named as "additional insured".
- It is highly recommended that any event where alcohol is served use a licensed caterer and/or have a liability insurance policy.
- When an insurance policy is required, documentation must be furnished before this document is signed and use of facilities is approved.

This Agreement, dated 5004 15, 2025 is between the Town of Londonderry a	and
TAMES WILBUR. The parties agree to the conditions as listed in this docume	nt.
FACILITY: TOWN OFFICE CONFERENCE ROOM	
EVENT: MONTHLY BOARD MEETING OF WESTO	D THEATER
DATE: 146, 2, 2025	
A copy of liability insurance will be attached to this agreement when required.	
Town of Londonderry: By (Authorized Agent)	
User TAMES WILSON  249 FLYING SQUIRREL LN Address: Town CONDONDED St VI Zip 03	
Address: Town Co. Don Drong St V Zip 03	5155
Phone: 802-733-1257 (CEW)	
WESTON THEATEN CO. (Organization, if applicable)	





July 15, 2025

Dear Londonderry Select Board,

You are invited to attend a Town Building Symposium taking place at the Wardsboro Town Hall on Thursday, May 28th from 8:30 a.m.-12 noon. This event is part of the Southern Vermont Economy Project (SVEP')s Municipal Leaders Network. These events are open to all current municipal leaders in Southern Vermont (both elected and appointed), as well as Town staff.

While the event is free of charge, we ask that you register at the link on our website (https://brattleborodevelopment.com/event/municipal-leaders-network-bdcc/)

The Municipal Leaders Network is an ongoing series, coordinated by SVEP, that is designed to set Southern Vermont's town leaders up for success in supporting community and economic development in their towns. Topics for the sessions are based on a survey sent by SVEP this spring which helped prioritize issues that are top of mind for our local leaders.

The event on August 28th will address Town-owned buildings, which can make up a significant part of annual Town budgets. We'll consider: How can you as a town leader make best use of public dollars as you plan for current and long term maintenance? What is your role in maximizing the community benefit of these buildings which are supported by your tax base? How do you move projects forward in the current funding climate?

Attendees are encouraged to bring specific questions on these topics to the workshop to discuss with state and regional technical experts and with your peers.\*

We are also including information about our upcoming 'SoVT Get on Board' Local Leadership training series, taking place this fall (with sessions on 9/20, 10/4, 10/25, and 11/8). Towns are encouraged to post this information in their town newsletters, on bulletin boards, and (most effectively!) for individuals serving on town boards to invite and spread the word directly to folks in their network who might be interested in joining a town board or committee, or volunteering for a community led project.

In addition to spreading the word, there is an option for towns to sponsor participants to attend. This can be whole or partial, based on a class fee of \$200. If you are interested in sponsoring an attendee from your town, please contact <a href="mailto:mstaloff@brattleborodevelopment.com">mstaloff@brattleborodevelopment.com</a> for more information.

Best regards,

Meg Staloff, SVEP Program Manager

# SoVT Get on Board

September-November 2025

# **Local Training for Local Leaders**

Gain practical skills to become an effective and active participant in the civic life of your Southern Vermont community.



## **Course Schedule**

Scholarships are available!

Apply at the website below

## In-Person Classes: Four Saturdays, Sept-Nov

- Sat, 9/20, 10am-3pm (Williamsville Hall)
- Sat, 10/4, 10am-3pm (Manchester, Town Offices)
- Sat, 10/25, 10am-3pm (Wilmington, Old School)
- Sat, 11/8, 10am-1pm (Saxton's River, TBC)

# +

## **Course Topics**

- Unit 1: Working Together as a Community
- Unit 2: Local Government in Vermont
- Unit 3: Non Profit Boards/Fostering Inclusivity
- Unit 4: Putting What You Learned Into Action



Apply now!

sovermontzone.com/get-on-board





