

Town of Londonderry, Vermont

Selectboard Special Meeting Agenda

Monday June 23, 2025 – 3:30 PM

100 Old School Street, South Londonderry, VT 05155

1. Call Meeting to Order
2. Additions or Deletions to the Agenda [\[1 VSA 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)
4. Approve Pay Orders
5. Approve Memorial Park Pavilion Roof Overage
6. Approve Itinerant Vendor Permit for West River Coffee Barn
7. Adjourn

Posted and distributed on June 20, 2025

<i>Meeting documents, if any, will be available at http://www.londonderryvt.org/town/agendasminutes/ approximately 24 hours before the meeting.</i>

Town of Londonderry, Vermont
100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.org

CONTRACT FOR SERVICES

This Contract is entered into on May 07, 2025, by and between the Town of Londonderry, Vermont] (hereinafter "TOWN") and

Buddy System Roofing with a principal place of business in Belmont, Vermont, with a mailing address of PO Box 253, Belmont, VT 05730,

(hereinafter "CONTRACTOR") for services to TOWN. TOWN and CONTRACTOR are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

CONTRACTOR agrees to perform the following service(s) according to the following timelines or schedule:

Repair and Replacement of the Londonderry Memorial Park Pavilion Roof, as described in the CONTRACTOR's bid proposal accepted by the Londonderry Selectboard on 05/05/2025, hereto attached as Attachment A and considered part of this contract by reference. Work will be completed on or before June 30, 2025.

CONTRACTOR shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by TOWN, if any. TOWN has the right to inspect and may reject any services provided by CONTRACTOR under this Agreement that, in the TOWN's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be

A lump sum of **\$5,355** to start the work.

A lump sum of the remainder for all work successfully completed, not to exceed **\$10,711** without written consent of the TOWN.

ARTICLE 3: TERM

The term of this contract shall be from May 07, 2025 to June 30, 2025. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

CONTRACTOR further acknowledges and agrees that it is an independent CONTRACTOR and that nothing herein shall be construed to create the relationship of employer and employee between TOWN and CONTRACTOR. No employee-related withholdings or deductions shall be made from payments due CONTRACTOR. CONTRACTOR shall not be entitled to receive any benefits from TOWN and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of TOWN and subject to such conditions and provisions as TOWN may deem necessary or desirable in its sole discretion. If TOWN permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing TOWN certificates of insurance showing all of the coverages required in Article 10 of this Contract. CONTRACTOR shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the CONTRACTOR, TOWN may require CONTRACTOR to supply proof of payment for such materials or labor. CONTRACTOR shall pay the subcontractor(s) for undisputed services provided by them within [insert number] days of receiving payment from TOWN.

ARTICLE 6: EQUIPMENT AND MATERIALS

CONTRACTOR warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by TOWN, if any. CONTRACTOR will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. TOWN will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

TOWN is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. CONTRACTOR shall pay all legal costs and assessed penalties for improper use of the TOWN's exemption certificate number.

ARTICLE 7: PERSONNEL

CONTRACTOR is responsible for compliance with all applicable State and Federal laws. CONTRACTOR will manage his/her own personnel without general oversight by the TOWN and shall oversee and coordinate subcontractors that are approved by TOWN. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The CONTRACTOR must certify to the TOWN that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

CONTRACTOR alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

CONTRACTOR further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY AND TRAFFIC CONTROL

The CONTRACTOR alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. CONTRACTOR is solely responsible for traffic control, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

ARTICLE 9: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless TOWN and TOWN's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said

CONTRACTOR, its agents, employees, or subcontractors, in the execution of the work or in guarding the same. The CONTRACTOR shall defend the TOWN and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the CONTRACTOR or of any agent or subcontractor of the CONTRACTOR. The TOWN shall notify the CONTRACTOR in the event of any such claim or suit, and the CONTRACTOR shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

CONTRACTOR shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the CONTRACTOR, or any subcontractor, shall be replaced or restored to at least the original condition to the satisfaction of the TOWN at the CONTRACTOR's expense.

Nothing in this Contract shall constitute a waiver by the TOWN of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

Before commencing work on this Contract the CONTRACTOR must provide certificates of insurance to show that the following minimum coverages are in effect.

CONTRACTOR agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide TOWN a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If CONTRACTOR is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance CONTRACTOR may provide a fully executed Non Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts CONTRACTOR from having to carry such coverage.

The CONTRACTORs policies shall name the TOWN as an additional insured.

ARTICLE 12: NON-APPROPRIATION

If this Contract extends into more than one fiscal year of the TOWN and if appropriations are insufficient to support this Contract, the TOWN may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the TOWN may suspend or cancel this Grant immediately, and the TOWN shall have no obligation to pay CONTRACTOR from municipal revenues.

ARTICLE 13: TERMINATION

TOWN may terminate this Agreement, with or without cause, upon 30 days written notice.

ARTICLE 14: DEFAULT

The occurrence of any of the following shall constitute default by CONTRACTOR and, if not corrected within 10 days of TOWN providing CONTRACTOR written notice of the default, shall allow TOWN to terminate this contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to TOWN before starting any work;
- (5) declaration of bankruptcy by CONTRACTOR;
- (6) making a material misrepresentation to TOWN;
- (7) persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- (8) failure to perform any other material provision of this Contract.

Upon default of this contract by CONTRACTOR, TOWN may withhold any payment due CONTRACTOR for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of TOWN.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The TOWN and the CONTRACTOR agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, TOWN reserves the right to suspend certain provisions of this contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the CONTRACTOR shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the TOWN at the expense of the CONTRACTOR.

ARTICLE 15: REMEDIES

Default or breach of this contract by CONTRACTOR shall entitle TOWN to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by CONTRACTOR, TOWN may recover the necessary costs of termination, including but not limited to, administrative, attorneys fees and legal costs, from CONTRACTOR. Except when caused by uncontrollable circumstances, if CONTRACTOR fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, TOWN shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from CONTRACTOR is complete. TOWN may deduct as damages from any money due or coming due to CONTRACTOR the differences between CONTRACTOR's price and the higher price or the costs of temporary items. TOWN may require CONTRACTOR, at CONTRACTOR's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or TOWN directives.

Any remedies available to TOWN are cumulative and not exclusive. The seeking or exercising by TOWN of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

ARTICLE 16: ARBITRATION

Should disputes arise between the CONTRACTOR and the TOWN about this contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

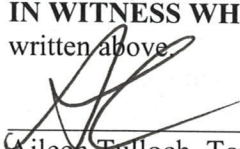
ARTICLE 17: CONTRACT DOCUMENTS

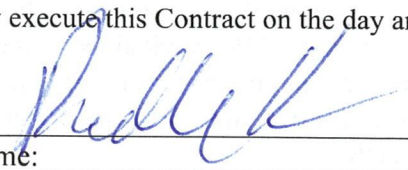
This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

ARTICLE 18: SEVERABILITY

The provisions of this contract are severable and if a court of competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

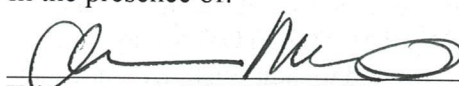

Aileen Tulloch, Town Administrator
Duly authorized representative of TOWN


Name: _____
Duly authorized representative of CONTRACTOR

In the presence of:

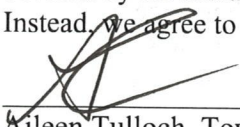

Witness as to TOWN

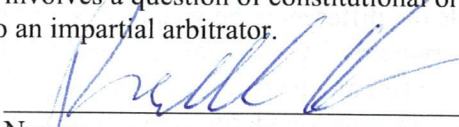
In the presence of:


Witness as to CONTRACTOR

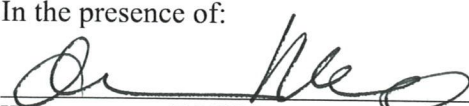
ACKNOWLEDGMENT OF ARBITRATION.

We understand that this contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.


Aileen Tulloch, Town Administrator
Duly authorized representative of TOWN


Name: _____
Duly authorized representative of CONTRACTOR

In the presence of:


Witness as to TOWN

In the presence of:


Witness as to CONTRACTOR

BUDDY SYSTEM ROOFING

P.O. BOX 253

BELMONT VT 05730

802-259-3989

BUDDY BATCHELDER

MEMORIAL PARK PAVILLION

GOODYMILLE RD

S LONDONDERRY VT

Remove all asphalt and wood shingles from entire roof

Remove all existing drip edge

Install new 8" drip edge

Install 15 pound felt paper

Install new Architect IKO Cambridge shingles (color Black)

Both valleys behind chimney will be weaved

Shingles will be hurricane nailed with 1 1/4 Bostich nails (6 nails per shingle)

Install new ridge cap

Replace all fascia boards right and left of chimney

All debris generated from job will be cleaned up and removed

*All other rot repair will be addressed for time and material at a rate of \$65. Per hour

Total Labor and Material \$10,711.

Deposit required to start \$5,355. And remaining balance due at completion of job

Sign

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a solid black horizontal line.

Town of Londonderry, Vermont
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www.londonderryvt.org

Itinerant Vendor License Application

Town of Londonderry Vendor Licenses shall incorporate all terms and conditions included in the Town's duly adopted Seasonal Vending License Ordinance, approved July 7, 2008.

Application No. _____ Fee Received \$25.00 cash 1152 (per schedule below) 6/12/2025
Applicant Name: Kristin Nelson
Business Name: West River Coffee Barn
Address: 2309 North Main St
Telephone: 802-430-3453 Email: knelson@westrivercoffeebarn.com
Vending Site: Physical Address 2309 N. Main St Parcel ID No: _____
Owner of record, if different from above: _____
Address: 609 under the Mountain Rd
Telephone: 802-430-3453 Email: nelson, kristin 1@gmail.com

Description of proposed Vending Activity, specifically including:

Items/products/service to be sold: Bottled drinks, mugs, travel drink holders, packaged snacks. (If both approval, homemade lemonade + cold brew)
Terms of operation – days per week, month or year: 1 day - July 5
Pizza Burrow would also operate on site for the day.

Attachments Required – All of the following:

1. A sketch showing the physical location of the property with street names, directional arrows, adjacent property owners. Sketch shall also include the proposed vending operation setup including the location and dimension of any structure(s), cart(s), vehicle(s) or other devices(s) to be used as well as signage and available on-site parking.
2. A Project Review Sheet as issued by the Department of Environmental Conservation District Office, Springfield, VT 802.885.8850.
3. Evidence of compliance with, or exemption from, federal, state, and local standards and regulations applicable to legally conduct the proposed business, including but not limited to: Vermont sales and use tax certificates, rooms, and meals tax certificates and health permits to operate a food establishment.
4. Other information as may be requested or required by the Selectboard.

Fee Schedule for Itinerant Vendor Application

- a. \$25 per application payable to Town of Londonderry.
- b. Fees may be waived for religious, charitable, educational and service organizations conducting fundraising activities in a public place or on Town property.

INCOMPLETE APPLICATIONS will be returned. If you need assistance, call 824.3356

Re: Itinerant Vendor License Application

From Kristin Nelson <nelson.kristin1@gmail.com>

Date Fri 6/20/2025 11:09 AM

To Aileen Tulloch <townadmin@londonderryvt.org>

Can you add Ocreemo or should I fill out a new form?

On Jun 20, 2025, at 11:04 AM, Aileen Tulloch <townadmin@londonderryvt.org> wrote:

Yes, I think just include anyone you think might come to cover your bases.

Thank you!

Aileen Tulloch
Town Administrator
Town of Londonderry, Vermont
100 Old School Street
South Londonderry, VT 05155
802-824-3356, ext. 5

Please note that this email message, along with any response or reply, may be considered a public record, and thus, subject to disclosure under the Vermont Public Records Law (1 V.S.A. 315-320).

From: Kristin Nelson <nelson.kristin1@gmail.com>
Sent: Friday, June 20, 2025 10:53 AM
To: Aileen Tulloch <townadmin@londonderryvt.org>
Subject: Re: Itinerant Vendor License Application

Hi Aileen,

Sorry that we forgot to submit this at the same time.

Our plan is pretty straightforward for the parade on July 5 - hopefully this sketch is sufficient.

And I might have spoken too soon about the Pizza Burrow. Yesterday he followed up that he is having trouble finding staff. I just reached out to Ocreemo - the ice cream truck - to see if maybe they would be interested. Can I include them on the application, along with the Pizza Burrow, in the hopes that one of them can join?

Thanks for your help.

Kristin

Kristin Nelson
General Manager, West River Coffee Barn
(802) 430-3453

On Jun 19, 2025, at 3:59 PM, Aileen Tulloch <townadmin@londonderryvt.org> wrote:

Good afternoon,

I've received your application for an Itinerant Vendor License on July 5th. The application calls for a sketch showing the physical location and the location of the operations setting up. It doesn't have to be fancy, just informative enough for the Board to understand what it is you are asking for.

I am working remotely tomorrow, but you could either send a scanned copy of a sketch or drop one off at the Town Office tomorrow so I can include it in the Selectboard meeting packet for Monday.

Thank you!

Aileen Tulloch
Town Administrator
Town of Londonderry, Vermont
100 Old School Street
South Londonderry, VT 05155
802-824-3356, ext. 5

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WRCB July 5 Project Sketch – 2309 N. Main St.

