

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Public Hearing 4:30 PM

At Monet Lane & Windham School Building

June 15, 2026, Monday, 6:00 PM

100 Old School Street, South Londonderry, VT 05155

PUBLIC ACCESS: Hybrid meeting as allowed under 1 V.S.A. 312. Remote access is not guaranteed, especially during a storm, a power outage or technical difficulties. Selectboard meetings are recorded. Access, if available, to meeting from your computer, tablet or smartphone. Join Zoom Meeting: <https://us02web.zoom.us/j/87870498479> Meeting ID: 878 7049 8479; One tap mobile: +13052241968,,87870498479# US or +13092053325,,87870498479# US

1. Public Hearing
 - a. Site Visit at Monet Lane in Londonderry and Windham
 - b. Hear Concerns from Windham and Londonderry Selectboard
 - c. Hear Concerns from the public
2. Adjourn Public Hearing.
3. Executive session: 1 V.S.A. § 313 (a)(3) The appointment or employment or evaluation of a public officer or employee, provided that the public body shall make a final decision to hire or appoint a public officer or employee in an open meeting and shall explain the reasons for its final decision during the open meeting. (Employee reviews, annual raises and Personnel Issues)
4. Call Regular Meeting to Order
5. Additions or Deletions to the Agenda [\[1 V.S.A. 312\(d\)\(3\)\(A\)\]](#)
6. Minutes Approval – Meeting(s) of 06/01/2026
7. Selectboard Pay Orders
8. Announcements/Correspondence
9. Visitors and Concerned Citizens
10. Liquor Commission
11. Roads and Bridges
 - a. Updates
 - b. Tree removal on Boynton Road
 - c. Review and Approve Chobor Access Permit
12. Town Officials Business
 - a. Town Clerk
 - i. Special Town Meeting Petition and Warning
13. Transfer Station/Solid Waste Management
 - a. Updates
14. Old Business
 - a. Review and Approve Land acquisition Taskforce charge
 - b. Review and approve STR Appeals Board make up
15. New Business
 - a. Employee annual raises
 - b. Discuss South Londonderry Post Office Closure (Agenda Postings)
 - c. Review and Approve Dufresne Engineering Contract
 - d. Review and Approve Sullivan & Powers Contract
16. Executive Session: if needed
17. Adjourn

Posted and distributed on June 12, 2026

Meeting documents will be available at londonderryvt.gov/sbagendas approximately 24 hours before the meeting.

Livestream: <https://www.youtube.com/user/GNATaccess> <https://www.facebook.com/GNATtelevision>

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PUBLIC NOTICE
TOWN OF LONDONDERRY

NOTICE IS HEREBY GIVEN that the Selectboard of the Town of LONDONDERRY proposes, pursuant to Title 19 Vermont Statutes Annotated, Chapter 7, and pursuant to vote by the Selectboard on its own motion, to take the following action with regard to the town highway set forth below:

- 1) To discontinue Monet Lane (Town Highway # 21) in its entirety; the property to return back to the abutting landowners; and


THEREFORE, pursuant to Title 19 V.S.A. Chapter 7, you are hereby notified that a site visit will be held by the Selectboard for the Town of LONDONDERRY on June 15, 2026 commencing at 4:30 p.m. at the Monet Lane road site.

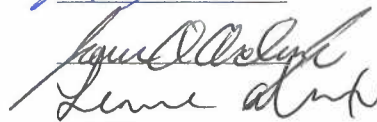
The Selectboard shall reconvene in the Meeting Room at the Windham School Building, Windham, Vermont, after the site visit for a hearing on the matter. The hearing shall begin at 5:00 p.m. or as soon thereafter as the Selectboard and interested persons return from the site visit. The purpose of the hearing shall be to hear all persons interested in said public highway discontinuance.

This hearing and site visit will be a joint hearing and site visit with the Town of Windham Selectboard as the highway, Monet Lane, exists in both towns, and each town desires to discontinue the roadway.

Dated at Londonderry, Vermont this 4 day of May, 2026.

SELECTBOARD, TOWN OF LONDONDERRY





DRAFT
Town of Londonderry, Vermont
Selectboard Monday, June 1, 2026
Meeting Minutes
Employee Reviews, 5:00 p.m. Regular Meeting, 6:00 PM
100 Old School Street, South Londonderry, VT 05155

Board members present: Leanne Alexander, James Ameden, and Tom Cavanagh.

Board members absent: Jim Fleming and Taylor Prouty.

Town Officials: Aileen Tulloch, Town Administrator; Tina Labeau, Town Treasurer; Alison Marino, Town Clerk; Sally Hesper, Town Note Taker; John Hurd, Recycling Coordinator; Liam Elio, Mountain Towns Recreation Director; Jeremiah Sund, Assessor; Sandra Clark, Lister; Pamela Spaulding, Planning Commission; Stephen Twitchell, Planning Commission; Chad Stoddard, Planning Commission; Esther Fishman, Development Review Board; and Patty Eisenhower, Housing Commission.

Others in Attendance: Sandra Clover; Paul Hendler; and Amanda Fouda, GNAT-TV.

On Zoom: None.

- 1. Executive session: 1 V.S.A. § 313 (a)(3) The appointment or employment or evaluation of a public officer or employee, provided that the public body shall make a final decision to hire or appoint a public officer or employee in an open meeting and shall explain the reasons for its final decision during the open meeting. (Employee reviews, and Personnel Issues)**

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, provided that the public body shall make a final decision to hire or appoint a public officer or employee in an open meeting and shall explain the reasons for its final decision during the open meeting, and invite the Town Administrator, Town Clerk, Town Lister, Town Assessor and Short Term Rental Administrator to join the meeting, seconded by Leanne Alexander The motion passed unanimously.

Executive session entered at 5:00 p.m.

Executive session exited at 5:42 p.m.

- 2. Call Regular Meeting to Order**

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

- 3. Additions or Deletions to the Agenda**

None.

- 4. Minutes Approval - Meeting(s) of 5/18/2026**

Leanne Alexander moved to approve the minutes of the Selectboard meeting of 5/18/2026, seconded by James Ameden. The motion passed unanimously.

- 5. Selectboard Pay Orders**

Town of Londonderry, Vermont Selectboard Meeting Minutes – June 1, 2026

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

6. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

- Treasurer has initiated a tax sale and will keep Selectboard posted.
- 2 roof projects were put out to bid: roof construction over fuel tank at town garage and roof for heat pump at Town Hall. Bid due date was extended to July 2.
- Town would like photos for website. Residents are urged to submit to Town staff.

The following correspondence was referenced by the Town Administrator:

- Change order from Hunter Excavating for Town Hall renovations in amount of \$650.
- Thank you letter from Chester Snowmobile Club and invitation to BBQ on June 7 at gazebo at Chester Recreation Park from 11 to 2.
- Notification of receipt of loan application from Vermont Bond Bank.
- Financials as of April.
- FYI Liquor license for Londonderry Farmer's market.

Town staff made the following announcement:

- Dogs need to be registered by July or there will be trouble.

7. Visitors and Concerned Citizens

a. Matthew Barlow, Windham County Turning Point

Matthew Barlow of Windham County Turning Point discussed the organization's interest in establishing services in Londonderry and Townsend. He noted that the full peer recovery center is currently located in Brattleboro, which is not accessible to all residents of Windham County. Business cards were provided to the Town Administrator.

8. Liquor Commission

Leanne Alexander moved to approve a 2nd Class Liquor License for Derry Downtown Ltd., seconded by James Ameden. The motion passed unanimously.

9. Roads and Bridges

a. Updates

Work on the salt shed apron has been completed and invoice is in pay order.

10. Town Officials Business

a. Recreation Director

i. Review and Approve Mountain Towns Rec Director Interlocal Agreement

Liam Elio reported that the new contract has minimal changes and Town Attorney Bob Fisher reviewed and made edits. To date, Weston has approved the agreement.

Town of Londonderry, Vermont
Selectboard Meeting Minutes – June 1, 2026

Leanne Alexander moved to approve the Mountain Towns Recreation Director Interlocal Agreement, seconded by James Ameden. The motion passed unanimously.

b. Planning Commission

i. Draft Zoning By-laws Presentation

Trevor Powers reported that the Planning Commission has been working with the Zoning Department since July 2024 to make numerous revisions to the by-laws. He then summarized the changes included in the eighth draft, which was approved by the Planning Commission on April 27, 2026.

- The height exemption for tree houses removed.
- WCRC flood bylaws were replaced with State Flood Bylaws.
- The Housing commission pointed out that multi family homes are currently allowed in R1; so the PC decided to continue to allow this use in R1.
- The number of days that non-paying guests can stay in a camper in someone’s yard has been increased.
- Shopping Plazas and Industrial Parks can have one big sign in addition to the signs allowed for each business.
- New Quarries will have their permits reviewed after the first 5 years of operation.
- STRs will have to meet the criteria for a dwelling.
- Density bonuses for PUDs that are for affordable housing were added.
- The boundary for the Conservation district was raised to 2,000 feet.
- The process for determining what terrain requires steep slope review was simplified.
- Access for lots without adequate footage will have to be approved by the DRB
- A sentence was added explaining that definitions of terms in the Flood and Fluvial Erosion District may vary from definitions in the rest of the zoning regulations
- The term “Loading Area” was changed to “Loading and Unloading Area”.
- The requirement that certain sections of roads would have to be paved was left up to the DRB to decide.

ii. Approve Selectboard Public Hearing Notice for July 6, 2026

James Ameden moved to warn the Selectboard Zoning By-Law Hearing for July 6, 2026, at 6:00 pm, seconded by Leanne Alexander. The motion passed unanimously.

c. Treasurer

i. Appoint Tina Labeau as a voting delegate to VLCT board

VLCT is conducting a study on providing their own health insurance and will be holding a meeting on June 22. Labeau would like to attend and have input.

Leanne Alexander moved to Appoint Tina Labeau as Londonderry’s voting delegate to the VLCT Board, seconded by James Ameden. The motion passed unanimously.

d. Town Clerk

i. Discuss Town Offices Alarm System

Alison Marino reported that the Town will discontinue its alarm system service with Countryside and transition to an online system. She noted that the new system will also provide the required internet surveillance of the ballot box.

e. Recycling Coordinator

i. Updates

- Electronics recycling event had over 100 cars.
- Household Hazardous Waste Day will be held on Saturday, June 6, at Flood Brook School. Over 200 cars are expected.
- John Hurd reported that the Mountain Operations Director at Stratton Mountain had inquired about the Town leasing a commercial biodigester composter that the resort is not currently using. He explained that the unit is large enough to process most, if not all, of the food waste collected at the transfer station, but it would require 200-amp power and water service. Hurd noted that the proposed lease cost would be minimal at \$1, and that Stratton would like to use some of the resulting compost. The Selectboard expressed interest in the opportunity, and Hurd will determine how much water would be needed to operate the equipment.
- Londonderry Market reports that some of the vending machine slots are not working. Tom Cavanagh will go and check.

11. Transfer Station/Solid Waste Management

a. Updates

John Hurd will reach out to ANR to see if Town can use lower field as stump dump.

12. Old Business

a. Ratify 05/18/2026 Award of Winter Sand Contract

Leanne Alexander moved to Ratify the 05/18 2026 decision to award the FY 2027 Winter Sand Contract to M&M Excavating, seconded by James Ameden. The motion passed unanimously.

b. Ratify 05/18/2026 Award of Winter Salt Contract

James Ameden moved Ratify the 05/18 2026 decision to award the FY 2027 Winter Salt Contract to American Rock Salt, seconded by Leanne Alexander. The motion passed unanimously.

c. Ratify 05/18/2026 Itinerant Vendor Permit

Leanne Alexander moved to ratify the 05/18/2026 decision to approve the Itinerant Vendor Permit for Svenfish, seconded by James Ameden. The motion passed unanimously.

d. Ratify 5/18/2026 Water Test Permission

James Ameden moved to ratify the 05/18/2026 decision to approve Water Testing for Chaves Excavation expansion project, seconded by Leanne Alexander. The motion passed unanimously.

13. New Business

a. Review and approve Land Acquisition Task Force Charge

Town Administrator Aileen Tulloch presented an initial draft outlining the charge, purpose, and proposed membership of the Land Acquisition Task Force. Pam Spaulding asked whether the charge would tie to Item #8, Long Term Village Center Concept, in the Londonderry Resilience Project and provided Tulloch with a copy so that related language could be incorporated. The Selectboard agreed to postpone further discussion until the next meeting so that Taylor Prouty could provide input.

b. Review and Approve Windham County Sherriff Contract

Contract is in the meeting packet. The fee remains the same. However, when the new pilot project takes effect, the fee will go through county assessment, not contract.

Leanne Alexander move to approve the Windham Country Sherriff FY 2027 contract and authorize the Town Administrator to sign on behalf of the Town, seconded by James Ameden. The motion passed unanimously.

c. Discuss Closing Prouty Property to Public

Tom Cavanagh reported that the issue was raised at the South Village Wastewater pre-construction meeting. Because construction equipment will be on site from 7:00 a.m. to 7:00 p.m., the Town will need to close the property to the public once construction begins in order to limit activity. Tulloch will follow up with the contractor and arrange for “No Trespassing” signs to be posted by order of the Selectboard.

Tom Cavangh moved to close Prouty Property to public once construction beings, seconded by James Ameden. The motion passed unanimously.

Town of Londonderry, Vermont
Selectboard Meeting Minutes - June 1, 2026

15. Adjourn

The meeting was adjourned at 6:28 p.m.

Leanne Alexander moved to adjourn the meeting, seconded by Jim Fleming. The motion passed unanimously.

Respectfully Submitted,

Sally Hesse, Town Note Taker

Approved

LONDONDERRY SELECTBOARD

Chair, Tom Cavanagh

\$80.00 paid #195

Town of Londonderry, Vermont
Office of the Selectboard

Application No. _____
Date Received 6/11/2020

Town Highway Access Permit Application Form Parcel ID No. _____

This form must be submitted for all new and modified access areas onto a Town highway. For accesses on a State road, including VT Routes 11 and 100, property owners must apply directly to the Vermont Agency of Transportation. **** Please Type or Print Clearly ****

Applicant(s)

Name: Chris Chobor
Address: 121 Chorus Road
Town/State/Zip: Londonderry VT 05148
Phone: 802 779 7224 Email: Chrischobor@yahoo.com

Property Owner(s) Check here if same as applicant

Name: _____
Address: _____
Town/State/Zip: _____
Phone: _____ Email: _____

Property Information

Property Location/Address: _____
Date Purchased by Owner: _____ Deed Recorded in Book _____ Page _____
Property Size (acres): _____ Road Frontage (feet): _____ Town Highway # _____
Existing Use of Property: _____
Proposed Use of Property: _____

Proposed Town Highway Access

The undersigned hereby requests an access permit to construct the following:

New Access to Highway Modification to existing Access to Highway

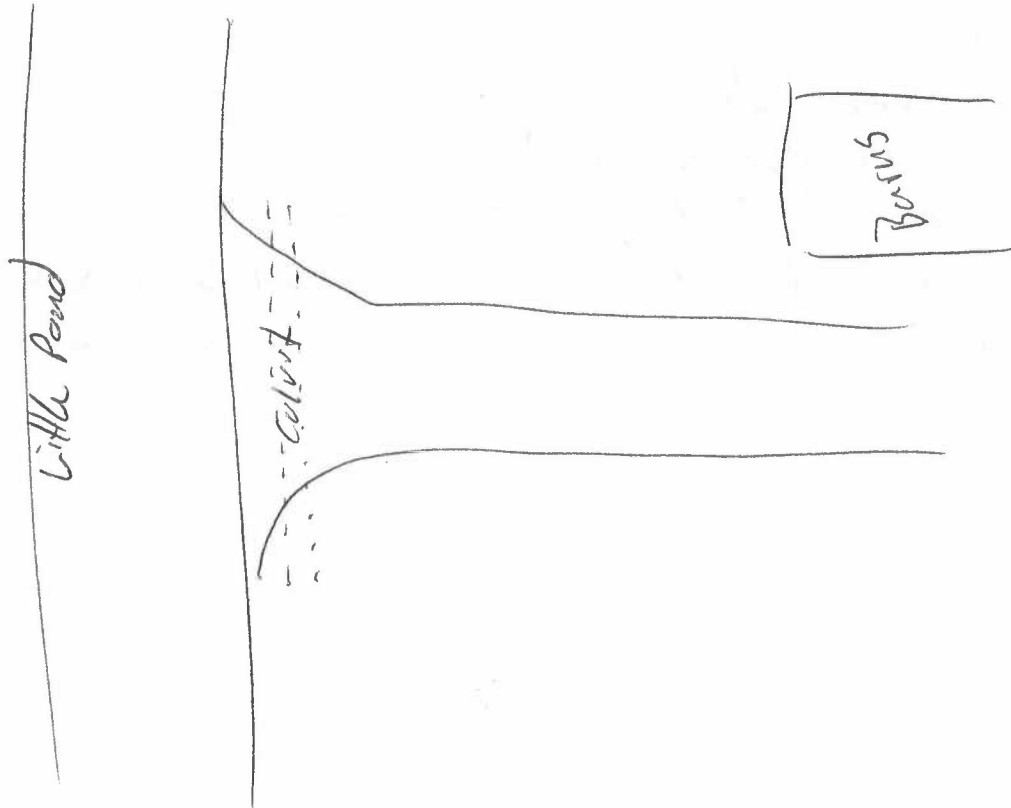
To be located on the East side of the Town Highway indicated above, 6 feet distant from the intersection of this road with _____

Is there already a road access to this property? Yes No

Describe proposed new or changed access in detail: Add a culvert 15" high

Town Highway Access Permit Application Form Parcel ID No. _____

Sketch of proposed access location – Complete, legible & to scale, and showing north arrow



NOTE: Location must be staked out or flagged by applicant at the time of application.

Fees

Applications are not considered to be complete until all applicable fees have been received as follows:

Modification of existing access	\$50.00
New access	\$75.00

Payment must be made by check, payable to: *Town of Londonderry, Vermont*

Applicants may be required to pay reasonable and customary costs for assistance provided by experts (engineers, planning consultants, etc.) requested by the Selectboard as part of the review process.

Town Highway Access Permit Application Form

Certification

By signing below both the owner and applicant hereby affirm that the information presented in this application, and all supporting forms, plans and documents are true, accurate and complete, and agree that, if any such information is found by the Town to be false or misleading, any permit or other approval granted on the basis of such information shall be deemed null and void.

The property owner and their successors agree to maintain any approved Town Highway access compliant with issuance and adhere to the directions, restrictions, and conditions forming part of any permit issued in response to this application.

Permission is hereby granted by the property owner for Town representatives to inspect the property at mutually acceptable times to verify information provided in this application.

Applicant Signature: _____ **Date:** 8/11/26

Property Owner Signature: _____ **Date:** 6/11/26

Check here if owner is submitting a Letter of Authorization in lieu of signing above

For Road Foreman/Road Commissioner Use Only

Culvert Required: Yes No Culvert Diameter: 15" to 18" Culvert Length: 40'

Culvert distance from center of Town road: 19' Amount of culvert cover: 15"

Flush culvert headers required: Yes No

Ditch work for proper drainage Yes No

Ditching distance: N S E W side of drive: _____ N(S)E W side pf drive: Town will do

Access approach width: _____

Reverse pitch from road ($\frac{1}{2}$ " / foot min.) Yes No Distance from travel lane: _____

Cut for line of sight Yes No

ASH TREE Town is Removing

Cut distance from center of Town highway N S E W side: NA

Cut distance from center of Town highway N S E W side: NA

Cut distance parallel to Town Highway N S E W side: NA

Cut distance parallel to Town Highway N S E W side: NA

Directions, Restrictions, Conditions: _____

WARNING FOR THE LONDONDERRY TOWN MEETING

The legal voters of the Town of Londonderry, Vermont, are hereby notified and warned to meet at the Town Hall, 139 Middletown Road, South Londonderry in Londonderry, on Wednesday, July 22, 2026, at 6:00pm to act on the following Articles, namely:

BUSINESS TO BE TRANSACTED FROM THE FLOOR:

Beginning at 6:00 p.m., the following business will be transacted from the floor:

ARTICLE 1 Shall the Town raise and appropriate a sum not to exceed \$81,000 for the purpose of funding, in part, the salary and benefits of the General Office Manager, a portion of which salary and benefits will be shared by all Departments within the town?

ARTICLE 2 To transact any other business that may legally come before the Meeting.

Dated at Londonderry this 15th day of June 2026.

Selectboard of the Town of Londonderry

Thomas Cavanagh, Chair

James Ameden, Jr., Vice Chair

Taylor Prouty

James Fleming

Leanne Alexander

Received for the record this 15th day of June 2026

_____ Allison Marino, Town Clerk

Short-Term Rental Appeal Form

All appeals must be submitted in writing. Return form to Town of Londonderry
100 Old School St, South Londonderry, VT 05155
Or email to: townclerk@londonderryvt.gov

Property Owner(s) _____

Applicant Name _____
(if different) *Note: if you are NOT the property owner, provide written authorization signed by the owner*

Mailing Address _____

Phone _____ Email _____

PROPERTY ADDRESS _____

Note: The Town of Londonderry Rental Housing Appeals Board has a specific scope and purpose. The Appeals Board considers appeals to an action by the Londonderry STR Administrator that an interested party—the applicant—finds in conflict with the Londonderry Short-Term Rental Ordinance. The Appeals Board will not entertain appeals to the content of the STR Ordinance. The Appeals Board also will not entertain appeals to a municipal violation issued for noncompliance with the STR Ordinance; such a violation may only be contested through the Vermont Judicial Bureau or in accordance with state court rules in the Superior Court.

In completing and signing this appeal application, the applicant attests to reading the Town's *Short Term Rental Appeals Policy and Procedure*.

REASON FOR APPEAL: check as appropriate

- Denial of STR Renewal Application
- Denial of first-time STR Application
- Denial of a Compliance Plan filed with STR Administrator
- Revocation or Suspension of issued STR License
- Ban on STR activity for a stated period
- STR License issued with restrictions other than outlined in current STR Ordinance

[Explanation of REASON FOR APPEAL, see page 2]

Explanation of REASON FOR APPEAL

Note: The burden of proof lies with the appeal applicant. A full, detailed explanation of the Reason for Appeal plus a complete presentation of evidence and exhibits supporting the appeal are due with the appeal filing. No evidence or exhibits may be entered at an appeal hearing unless already submitted at the time of appeal filing.

Please explain the reason for your appeal here. Attach additional pages as needed.

Applicant signature _____ **Date** _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

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

Prepared by



Issued and Published Jointly by



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www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of June 10, 2026 ("Effective Date") between
Town of Londonderry ("Owner") and
Dufresne Group ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
South Village Community Wastewater System, Contract 2026-1
("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Construction Administration & RPR

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Contingency:** The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction costs of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount 5 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.
- D. **Betterment:** If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.
- E. **Consultants:** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- F. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- G. **Compliance with Laws and Regulations, and Policies and Procedures:**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
4. **This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022. The tasks associated with this are further identified in Exhibit A – Engineer's Services A.1.05 A.24.**
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
 - I. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
 - J. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - K. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
 - L. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- M. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- N. Engineer's services do not include providing legal advice or representation.
- O. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- P. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or

represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

6.11 *Indemnification and Mutual Waiver*

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

- B. ***Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. ***Environmental Indemnification:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ***No Defense Obligation:*** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. ***Percentage Share of Negligence:*** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- ~~F. ***Mutual Waiver:*** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection

with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer’s services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit~~ **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- ~~I. Exhibit I, Limitations of Liability~~ **Not Used**
- ~~J. Exhibit J, Special Provisions~~ **Not Used**

- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: Town of Londonderry

Engineer: Dufresne Group

By: _____
Print name: Aileen Tulloch
Title: Town Administrator
Date Signed: _____

By: CHaskins
Print name: Christina Haskins, PE
Title: Co-President
Date Signed: June 10, 2026

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

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

100 Old School Street
South Londonderry, VT 05155

56 Main Street, Suite 200
Springfield, VT 05156

Designated Representative (Paragraph 8.03.A):
Aileen Tulloch
Title: Town Administrator
Phone Number: 802-824-3356
E-Mail Address: townadmin@londonderryvt.gov

Designated Representative (Paragraph 8.03.A):
Christina Haskins, PE
Title: Co-President
Phone Number: 802-674-2904
E-Mail Address: chaskins@dufresnegroup.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase – Not Used*

A1.02 *Preliminary Design Phase – Not Used*

A1.03 *Final Design Phase – Not Used*

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the qualifications of prospective contractors.~~
 - ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement~~

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~~documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. **Contact the list of Disadvantaged Business Enterprises (DBE) provided by the Agency, to determine their interest in participating in the Bid. Provide the list of interested DBE firms to the Bidders by addendum. Conform to the schedule and procedures as defined by the Agency for notices.**
 - b. **Furnish to Owner three copies of the Contract Documents for execution, including Drawings and Specifications, and one electronic copy of the executed documents. Furnish to Owner, for Contractor use, up to three copies of the Bid Documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties,

Exhibit A

responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

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- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
 - a. **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with the AIS/BABAA requirements and subsequent statutes mandating domestic preference, if applicable. Any iron and steel, construction materials, or manufactured products included in any submittal by the Contractor, must include a manufacturer certification letter to verify the products were produced in the United States. Copies of manufacturers' certification letters must be kept in the engineer's project file and on-site during construction. Manufacturers' certification letters are typically submitted after shop drawing review when materials are shipped and therefore will be reviewed upon receipt following material shipments.**
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. **Prior to approval of any substitute or "or equal", confirm with the Contractor that proposed materials will comply with AIS/BABAA.**
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction

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Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

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

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

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Obtain specialized soil and concrete testing.**
 - b. **Attend monthly meetings.**
 - c. **Perform archeological monitoring at 17 Main Street.**
 - d. **Perform value engineering as required to maximize the scope of work within the available funding budget.**
 - e. **Perform ten (10) split spoon soil borings to a depth of approximately 15-20 feet and update the Site and Soil Report for submittal to the Indirect Discharge Program. Prepare Quality Assurance/Quality Control Plan for compliance with the Indirect Discharge Permit. Install up to five (5) monitoring wells to the water table (anticipated depths up to 25 feet) with a geoprobe in accordance with the Indirect Discharge Permit and previously referenced Quality Assurance/Quality Control Plan. Prepare and submit a technical memo of monitoring well installation summary and findings. Excavator expense is not included in this scope of work.**

- f. **Assist Owner in compliance with Davis Bacon Act requirements, including:**
 - 1) **General on-site monitoring and review of labor as it is related to appropriate labor classifications under the General Wage Determination for Windham County, VT.**
 - 2) **Review additional classification needed with Contractor prior to submission to WID/DOL.**
 - 3) **Review weekly certified payrolls.**

 - g. **Assist Owner in compliance with AIS/BABAA, including:**
 - 1) **Answering questions regarding AIS and/or BABAA compliance;**
 - 2) **Receive and review manufacturers' certification letters for materials required to comply with AIS/BABAA to verify the products were produced in the United States. Manufacturers' certification letters will be filed in the engineer's project file and on-site during construction.**
 - 3) **Assist Owner, if needed, in due diligence related to any AIS/BABAA waiver request.**

 - h. **Assist Owner in compliance with the Disadvantaged Business Enterprise (DBE) program requirements as identified by EPA, including:**
 - 1) **Reviewing and providing comments on the 6-step good faith effort submitted by the Contractor.**
 - 2) **Completing annual and final DBE/MBE reporting on behalf of the Owner, if required.**

 - i. **Prepare record drawings and submit electronic copies to the regulatory agencies per permit requirements and to the Owner. Provide one paper copy to the Owner.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

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written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

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11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

Exhibit A

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

Exhibit A

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A

**EXHIBIT A-1, APPENDIX 1
PROJECT SCHEDULE**

I. General:

1. The OWNER and DG recognize the project schedule is based on the initiation of services date shown below. Delays in the initiation of the start date or due to OWNER and regulatory review time may delay other interim dates as shown herein.
2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.

II. Schedule:

1. Services are expected to commence upon receipt of a signed agreement and proceed along the following general schedule:
 - A. Advertisement March 31, 2026
 - B. Open Bids.....May 12, 2026
 - C. Begin Construction (estimated) June 15, 2026
 - D. Substantial Completion (estimated)Spring/Summer 2027
 - E. Final Completion (estimated) Summer 2027
 - F. Submission of Record Drawings..... November 30, 2027
2. Some of the services listed above are based upon review times by regulatory agencies or construction activities. In these cases, completion of services by DG is dependent on parties beyond the control of either the OWNER or DG. If regulatory review times extend beyond the times normally expected the interim dates and completion dates listed may be affected.

This is **EXHIBIT B**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

Owner's Responsibilities

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

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

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

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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

B2.02 Owners are ultimately responsible for compliance with Build America, Buy America (BABA) provision P.L. 117-58, and all subsequent revision and/or amendments and subsequent statutes mandating domestic preference and will be responsible for the following:

- (a) ***Signing*** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- (b) ***Signing*** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby ***acknowledging*** responsibility for compliance with American Iron and Steel requirements.
- (c) ***Obtaining*** the certification letters from the consulting engineer upon substantial completion of the project and ***maintaining*** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, ***providing*** copies of engineers', contractors', and manufacturers' certification letters (***as applicable***) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures American Iron and Steel products, ***including*** American Iron and Steel clauses in the procurement contracts and ***obtaining*** manufacturers' certification letters and ***providing*** copies to consulting engineers and contractors.

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Hourly Rate Basic Services set forth in Exhibit A, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$101,550.00** based on the following estimated distribution of compensation:
 - a. Study and Report Phase _____ \$
 - b. Preliminary Design Phase _____ \$
 - c. Final Design Phase _____ \$
 - d. Bidding or Negotiating Phase _____ \$
 - e. Construction Phase **\$101,550.00**
 - f. Post Construction Phase _____ \$
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **December 31**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.00**.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.08**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services.

Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$275,950.00** based upon full-time RPR services ~~on an eight-hour workday, Monday through Friday,~~ over a **270** day construction schedule **to substantial completion, as described in Appendix 2 to Exhibit C.**

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.00**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **December 31**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.08**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Exhibit C, Appendix 1: Standard Hourly Rates Schedule

SCHEDULE OF RATES AND TERMS THROUGH YEAR ENDING 2026

FEES:

Engineering and Technical Services:

Director	\$190.00 per hour		
President/Regional Manager I	\$175.00	"	"
Regional Manager II.....	\$140.00	"	"
Project Manager	\$140.00	"	"
Project Engineer	\$115.00-\$120.00	"	"
Construction Manager.....	\$125.00	"	"
Engineering Technician/Construction Engineer.....	\$80.00-\$100.00	"	"
Engineering Intern.....	\$65.00	"	"

Administrative Services:

Office Manager	\$90.00 per hour
Office Assistant.....	\$75.00 per hour

EXPENSES:

MileageCurrent IRS Rate

Copying:

24" x 36"	\$2.50 each
8½" x 11" B&W	\$.10 each
8 ½" x 11" Color	\$.20 each
11" x 17" B&W	\$.49 each
11" x 17" Color	\$.98 each

Subcontracted and subconsultant services if requiredat cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2026.
3. Notes on the Level of Effort Budget Worksheet apply as additional Terms and Conditions.

Exhibit C, Appendix 2: Level of Effort Budget Fee

Task Number	Task Description	Co Pres CMH, PE (Hrs)	CM RNG (Hrs)	Eng Tech3 AMG (Hrs)	Eng Tech3 AMG-OT (Hrs)	OM MAV (Hrs)	Sub Consult (Dollars)	Expenses (Dollars)	Cost Per Task
A.1.04.A Basic Services - Bidding Phase									
1	Assist in Advertisement, Prepare/Distribute Bid Docs, Pre-Bid	24				1		\$420	\$4,710
2	Prepare and Issue Addenda	16							\$2,800
7	Attend Bid Opening, Prepare Bid Tabulation, Evaluate Bids	10		2				\$25	\$1,975
9a	DBE Notification Process	4				1			\$790
9b	Furnish Executed Documents	4						\$800	\$1,500
A.1.05.A Basic Services - Construction Phase									
1	General Administration of Construction Contract	300					\$49,613		\$106,082
2	RPR			1712	643			\$8,300	\$275,950
3	Select Independent Test Laboratory			1					\$100
4	Attend Contract Signing and Preconstruction Conference	8		2				\$25	\$1,625
5	Develop Electronic Transmittal Protocols			1					\$100
6	Maintain Original Documents			1					\$100
7	Review Schedules	6							\$1,050
8	Establish Baseline			4					\$400
9	Site Visits and Observation of Construction	36						\$258	\$6,558
10	Provide Recommendation for Defective Work	4							\$700
11	Provide Recommendation for Incompatible Work	4							\$700
12	Provide Clarifications and Interpretations	24							\$4,200
13	Non-Reviewable Matters	1							\$175
14	Prepare Field Orders	12							\$2,100
15	Prepare Routine Change Orders/Work Change Directives	24							\$4,200
16	Respond to Differing Site Conditions	10							\$1,750
17	Review Shop Drawings/Submittals	20		40					\$7,500
18	Evaluate Substitutes	4							\$700
19	Review Inspection and Test Certificates	8							\$1,400
20	Review and Respond to Change Proposals	24							\$4,200
21	Review Applications for Payment	44							\$7,700
22	Review Contractor Completion Documents	6							\$1,050
23	Substantial Completion Inspection	6		10				\$65	\$2,115
24a	Obtain Specialized Soil/Concrete Testing						\$8,000		\$8,640
24b	Attend Monthly Meetings	36						\$63	\$6,363
24c	Archeological Monitoring	8					\$12,000		\$14,360
24d	Value Engineering	24							\$4,200
24e	Hydrogeologic/ID Permit Requirements	12		20			\$58,785		\$67,588
24f	Review Davis Bacon Compliance	30							\$5,250
24g	Review AIS/BABAA Compliance	62							\$10,850
24h	Review DBE Compliance	8							\$1,400
24i	O&M Manual	24							\$4,200
24j	Prepare Record Drawings	2	20	60				\$80	\$8,930
25	Final Completion Inspection	4		5				\$65	\$1,265
A.1.06.A Basic Services - Post-Construction Phase									
2	11-Month Inspection	4						\$25	\$725
Total Hours		813	20	1858	643	2			
Percent of Total Hours		24%	1%	56%	19%	0%			
Hourly Rate		\$175.00	\$125.00	\$100.00	\$150.00	\$90.00			
Subtotals		\$142,275	\$2,500	\$185,800	\$96,450	\$180	\$128,398	\$10,126	\$576,000

NOTES:

- Hourly rates are valid through December 31, 2026.
- Direct subconsultant costs, if any, are listed in the Sub Consult column. The Cost Per Task column includes an 8% markup on subconsultant direct costs.
- Highlighted tasks are billed as "Not to Exceed". The remainder of the tasks are billed as "Lump Sum".
- This table is an estimate for planning purposes. Actual hours, staff assignments, and corresponding billing rates may vary from this estimate.
- Construction time is estimated at 300 calendar days to final completion.
- RPR time is based on 194 working days (Monday through Friday) at up to 12 hours a day (or during normal daylight hours, whichever is less) and up to 15 Saturdays at 7 hours a day through substantial completion and 20 days at 8 hours per day through final completion.
- The State of Vermont WID Engineering Fee Curve is \$460,502 based on a construction cost estimate of \$4,135,000.

TOTAL FEES \$576,000

TOTAL HOURS 3,336



**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT D**, consisting of **5** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

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

11. *Records:*

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

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

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

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$500,000**
 - 2) Bodily injury by disease, each employee: **\$500,000**
 - 3) Bodily injury/disease, aggregate: **\$500,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$1,000,000**
 - 2) General Aggregate: **\$1,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$2,000,000**
 - 2) Annual Aggregate **\$3,000,000**
- g. Other (specify): **\$0**

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident **\$1,000,000**
- 2) Bodily injury by Disease, Each Employee **\$1,000,000**
- 3) Bodily injury/Disease, Aggregate **\$2,000,000**

c. General Liability --

- 1) General Aggregate: **\$2,000,000**
- 2) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**

d. Excess Umbrella Liability

- 1) Per Occurrence: **\$1,000,000**
- 2) General Aggregate: **\$1,000,000**

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$2,000,000

f. Other (specify): **\$0**

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Dufresne Group
Engineer
- b. _____
Engineer's Consultant
- c. _____
Engineer's Consultant
- d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 10, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Sullivan, Powers & Co., P.C.

Certified Public Accountants

77 Barre Street
P.O. Box 947
Montpelier, VT 05601
802/223-2352
www.sullivanpowers.com

Richard J. Brigham, CPA
Chad A. Hewitt, CPA
Jordon M. Plummer, CPA
VT Lic. #92-000180

June 1, 2026

Selectboard
Town of Londonderry, Vermont
100 Old School Street
PO Box 118
South Londonderry, VT 05155

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2026.

You have requested that we prepare the modified cash basis financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of Londonderry, Vermont as of and for the year ended June 30, 2026, including the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

In addition, the following supplementary information will be presented with the financial statements. Such supplementary information is the responsibility of management. We will not audit or review the information.

1. Statement of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balance – Budget and Actual – Budgetary Basis – General Fund.
2. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Governmental Funds.
3. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Governmental Funds.
4. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Special Revenue Funds.
5. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Special Revenue Funds.
6. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Capital Projects Funds.
7. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Capital Projects Funds.

Our Responsibilities

The objective of our engagement is to—

1. Prepare financial statements in accordance with modified cash basis accounting principles based on information provided by you, and

2. Obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our review engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's "Code of Professional Conduct" and its ethical principles of integrity, objectivity, professional competence and due care, when preparing the financial statements and performing the review engagement.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the Town's internal control, assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Town or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that indicates fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding any noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with modified cash basis accounting principles and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with modified cash basis accounting principles. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of modified cash basis accounting principles as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with modified cash basis accounting principles and the inclusion of all informative disclosures that are appropriate for modified cash basis accounting principles.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the Town complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7. To provide us with—
 - a. access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. additional information that we may request from you for the purpose of the review engagement.
 - c. unrestricted access to persons within the Town of whom we determine it necessary to make inquiries.
8. To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

We will issue a written report upon completion of our review of the Town of Londonderry, Vermont's financial statements. Our report will be addressed to the Selectboard of the Town of Londonderry, Vermont. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from the modified cash basis of accounting, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's review report in any document containing financial statements that indicate that such financial statements have been reviewed by us and, prior to inclusion of the report, to obtain our permission to do so.

The supplementary information accompanying the financial statements will be presented for the purposes of additional analysis. Our report will state we did not audit or review the information and do not express an opinion, a conclusion, nor provide any assurance on it.

Other Relevant Information

Jordon Plummer, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Based on the current conditions, much, if not all, of our review procedures may need to be performed remotely. As a result, your employees will need to send any requested information to us electronically through secure sites and/or allow us to view it utilizing available videoconferencing technology. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do and hinder our ability to complete the engagement within the established deadlines and result in an increase in our fees over our original fee estimate.

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

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

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

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

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

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

Fee Arrangements

Based upon our knowledge of your accounting system and our understanding of the requirements, we have determined that the review services can be performed for a fee of \$14,000 provided that the books are closed and reconciled and our to do list is completed prior to our commencing fieldwork.

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

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

General Terms and Conditions

We are prepared to commence work as soon as formally engaged. We will issue draft reports for your review and acceptance prior to the final reports being issued. We will issue the final reports within one (1) week of your approval of the draft reports.

All workpapers prepared in connection with this review shall be retained for a period of five (5) years.

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

Respectfully submitted,

Sullivan, Powers & Co.

SULLIVAN, POWERS & CO.
Certified Public Accountants

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

Dated: _____

FOR IMMEDIATE RELEASE

Town of Londonderry Announces June Groundbreaking for Village Wastewater Project
Hunter Excavating awarded contract for critical infrastructure upgrade funded by ARPA

LONDONDERRY, VT — June 9, 2026 — The Town of Londonderry is excited to announce that construction on the highly anticipated South Village Wastewater Project is set to begin this month. This milestone marks a significant step forward in modernizing local infrastructure, protecting the local environment, and supporting the long-term economic vitality of the village center. A similar project for Londonderry’s North Village is being advanced through engineering and permitting phases.

Following a competitive bidding process, the Town recently awarded the construction contract to local firm Hunter Excavating, of South Londonderry. Hunter will oversee the installation of the new wastewater system, which has been designed to provide reliable, efficient service to homes and businesses within the village district. Preliminary site work and equipment mobilization will commence in the coming weeks. Wastewater from each individual property connected to the system will be discharged to a soil-based disposal field, similar to a conventional septic leach field, at the Town-owned Prouty Parcel, located between the North and South Villages on Route 100.

A critical component of bringing this project to fruition is the more than \$4,600,000 of funding secured through the American Rescue Plan Act (ARPA). By leveraging these federal and state recovery funds, Londonderry is making a generational investment in essential municipal infrastructure while minimizing the financial impact on local taxpayers. In 2024, Town residents approved a bond vote covering the required funding match. The Project is the first ARPA funded Village wastewater project to be bid in the State.

"This project is a transformative step for Londonderry," said Aileen Tulloch, Londonderry Town Administrator. "Bringing reliable wastewater infrastructure to our village center has been years in the making. Thanks to the vital ARPA funding, the dedicated work of our volunteers, Windham Regional Commission, and Dufresne Group, and the support of other stakeholders in the State, we are finally ready to put shovels in the ground and build a stronger foundation for our community’s future."

"Like many historic villages in Vermont, South Londonderry lacks municipal wastewater infrastructure that is critical for supporting housing, businesses, flood resiliency, and improved water quality," noted Matt Bachler, Senior Planner at the Windham Regional Commission. "The South Londonderry wastewater project is a great case study for other communities in our region to learn from and see how these types of projects can go from

an idea to construction thanks to the dedication of volunteers, elected officials, and town staff.”

The Vermont Department of Environmental Conservation (DEC) has provided technical support during the planning and permitting process for the project. DEC Commissioner Misty Sinsigalli recently commented on the project: “We commend the Londonderry Wastewater Committee for their many years of dedication to finding a wastewater solution for South Londonderry Village. This important project provides multiple community benefits. It will improve water quality and flood resilience by decommissioning septic systems in the floodplain, and it will provide much needed opportunities for housing, infill development, and redevelopment. This exemplary project is one of many village wastewater projects DEC is promoting statewide, bolstered with ARPA funds. It is made possible thanks to Londonderry’s commitment and local, state, and federal partners providing technical and financial assistance.”

The new wastewater system will alleviate limitations on local businesses and residential properties, paving the way for targeted economic growth, improved property values, and enhanced environmental protections for nearby groundwater and waterways.

Residents, businesses, and visitors should expect an increase in construction traffic and minor detours in the village area starting in mid-June. The Town of Londonderry and Hunter Excavating are committed to minimizing disruptions and will provide regular updates on construction phases, traffic impacts, and continuing progress.

For more information about the Village Wastewater Project, construction schedules, or to sign up for project updates, please visit <https://www.londonderryvt.gov/wastewater> or contact the Town Office.

Media Contact:

Aileen Tulloch, Town Administrator
Town of Londonderry
802-824-3356 /townadmin@londonderryvt.gov
<https://www.londonderryvt.gov/wastewater>



WINDHAM COUNTY SHERIFF'S OFFICE

Sheriff Mark R. Anderson
185 Old Ferry Road
PO Box 8126, Brattleboro VT 05301
Tel: (802) 365-4942
Fax: (802) 365-4945



Dear Selectboard,

Wednesday, June 10, 2026

I respectfully request your town's Selectboard **vote on whether to join** the Windham County Regional Law Enforcement Governance Council and appoint a selectboard member to the Governance Council by **July 15th, 2026**. We would like to have the Council formed so that an initial meeting can be held in early September.

As you are probably aware, the idea of regional policing in Windham County has been percolating for a long time. Recently, my office in partnership with the Towns in Windham County spent the last four years working on a "Regional Policing Project." I am excited to share during the legislative session, Act 104 (also known as S.255), "An act relating to establishing a pilot Law Enforcement Governance Council in Windham County" was passed by the Legislature and signed by the Governor. A summary of the pilot and the bill are attached.

I am happy to attend your selectboard meeting to answer questions. I realize that Boards have changed and there may be new members who are not familiar with the concept. Over the last four years, some members continue to champion this work, while others are just learning we've been working on it. This project started as an idea of "What do towns need the Sheriff's Office to do?" and grew, with the support of towns in Windham County to become Act 104.

This is a practical, voluntary, locally governed opportunity to provide equitable, sustainable and reliable law enforcement to towns in Windham County in a way the towns can afford. You can continue to follow the project on our website at <https://windhamcountyvt.gov/RegionalPolicing>

Please don't hesitate to reach out if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark R. Anderson".

Sheriff Mark R. Anderson
Windham County

SUMMARY OF S255 – REGIONAL POLICING PILOT

Pilot

An opt-in model which authorizes Towns in Windham County to form a Governance Council to provide sustainable, reliable and equitable law enforcement services across the Towns. Legislation was necessary because Vermont law did not allow realistic models for inter-municipal sharing of law enforcement resources in ways that worked for Towns. The pilot sunsets June 30, 2034. It was envisioned to support towns without police departments, but is left open to allow every town in Windham County to join.

Executive Summary

This is a multi-year pilot that only applies to Windham County and only to law enforcement and related services. As it approaches conclusion, the recommendation of the Governance Council, the Sheriff, and the Legislature, Act 104 may become permanent, improved with what is learned, or be dissolved. The Windham County Regional Governance Council will play a central role in determining the future regional public safety.

The relationship between the Council and the Sheriff is central to the pilot. The Council is the governing body for the participating towns. It determines the budget, service expectations, performance measures, reporting requirements, and allocation of resources among member towns. The Windham County Sheriff's Office is the service provider. The Sheriff delivers law enforcement and related services to member-towns as specified by the Council through an annual service agreement. In practical terms, the Council decides what participating towns are collectively asking for and how the service will be measured; the Sheriff is responsible for providing those services consistent with the agreement and the Sheriff's existing constitutional and statutory duties.

Act 104 does not transfer the Sheriff's statutory authority to the Council, and it does not make the Sheriff an employee of the Council. Instead, it creates a structured annual agreement between the elected municipal representatives and the Sheriff's Department. This gives member towns a formal governance role in regional law enforcement services while preserving the Sheriff's independent legal duties and responsibilities.

Finally, Act 104 does not impact Towns that do not join. They are not assessed for Council services, do not lose their current rights to contract independently or establish their own police department, and are not affected in their relationship with the Vermont State Police or existing mutual aid arrangements.

First Step

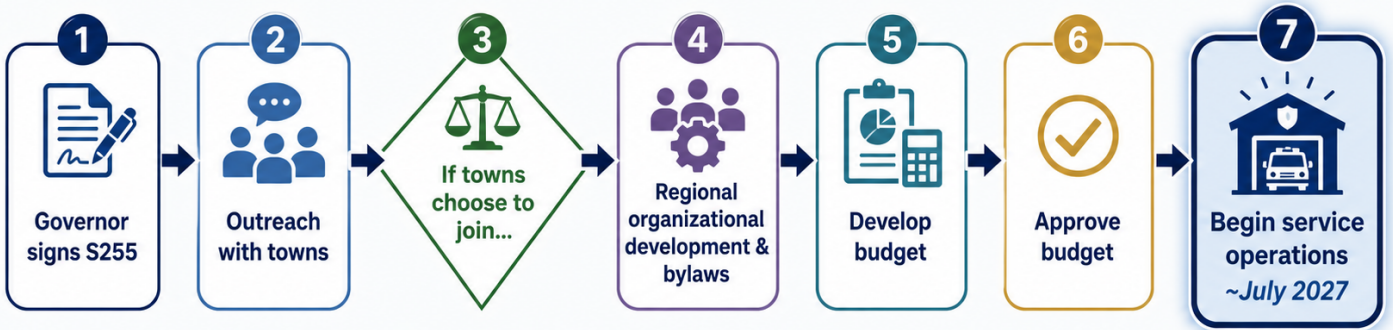
- A town joins by majority vote of its Selectboard.
- If a town votes to join, the Selectboard must designate one of its members to serve as the town's representative on the Council.

Governance Council

- Five towns must join to establish the authority of the Council.
- Membership consists of one serving Selectboard member from each participating Town
- Each participating town has one representative, with one vote.
- **Initial Work:**
 - Organize the Council;
 - Elect officers;

- Adopt bylaws;
- Define the desired level and scope of services;
- Develop service standards and performance metrics;
- Prepare a budget
- Enter into an annual service agreement with the Sheriff.
- **Powers and duties**
 - Adopt bylaws
 - Work with Sheriff to create annual budget
 - Work with Sheriff to establish level and scope of services to be provided
 - Types and level of services
 - Reporting requirements
 - All services will be in coordination with other law enforcement and emergency services
 - Develop standards and performance metrics for delivered services
 - Monitor service delivery and evaluate program effectiveness
 - Deliver progress reports to the Legislature and member towns annually
 - Financial statements
 - Service delivery statistics and performance metrics
 - Participation and satisfaction of member towns
 - Challenges encountered
 - Recommendations for changes
 - Members will report back to their Towns
 - Budget
 - Submit budget to Assistant Judges by December 1 of each year
 - Assessment to each participating Town will be based on population
 - The assessment will appear as a separate item in the County tax bill
 - It is anticipated that towns may use existing funds currently budgeted for law enforcement contracts with the Sheriff to cover these costs.

S.255 Implementation Roadmap



No. 104. An act relating to establishing a pilot Law Enforcement Governance Council in Windham County.

(S.255)

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. DEFINITIONS

As used in this chapter:

(1) “Council” means the Windham County Law Enforcement Governance Council established pursuant to this chapter.

(2) “Member municipality” means a municipality within Windham County that has voted to participate in the Council and receive public safety services pursuant to this chapter.

(3) “Nonmember municipality” means a municipality within Windham County that has not voted or voted not to participate in the Council.

(4) “Public safety services” means law enforcement, dispatch services, animal control, and other related services as determined by the Council.

(5) “Sheriff” means the Sheriff of Windham County or designee.

Sec. 2. AUTHORIZATION AND ESTABLISHMENT

(a) Municipalities within Windham County are authorized to establish a law enforcement governance council for the purpose of providing regional law enforcement and related services during the pilot period.

(b) The Council shall be established when five or more eligible municipalities vote to become member municipalities.

(c) The Council shall be established and associated operations and taxation shall commence on either July 1, 2026, or the date on which five or more member municipalities have voted to become member municipalities, whichever occurs later.

Sec. 3. MEMBERSHIP

(a) A municipality within Windham County may join the Council by majority vote of the legislative body of the municipality.

(b) Each member municipality shall:

(1) Have one representative, with one vote, on the Council. A member municipality's representative shall be a serving selectboard member of that municipality, to be selected by the municipality's selectboard.

(2) Receive law enforcement and related services as determined by the Council.

(3) Pay its proportionate share of costs through the county tax mechanism.

(c) A member municipality may withdraw from the Council by majority vote of the legislative body of the municipality, with such withdrawal becoming effective at the end of the next fiscal year following the vote.

Sec. 4. GOVERNANCE

(a) The Council shall consist of one representative from each member municipality.

(b) The Council shall annually elect from its membership a chair, vice chair, and secretary-treasurer.

(c) The Council shall meet at least quarterly and at such other times as necessary. A majority of member municipalities shall constitute a quorum. All meetings shall be warned and conducted in accordance with the Vermont Open Meeting Law.

(d) The Council shall have the powers and duties to:

(1) adopt bylaws for the operation of the Council;

(2) determine the annual budget for law enforcement and related services to be provided to member municipalities;

(3) establish the level and scope of services to be delivered to member municipalities;

(4) develop standards and performance metrics for delivered law enforcement and related services;

(5) monitor service delivery and evaluate program effectiveness;

(6) submit the approved budget to the Windham County Assistant Judges for inclusion in the county budget; and

(7) enter into agreements necessary for the provision of services.

Sec. 5. BUDGET AND FINANCING

(a) Annually, the Council shall prepare and approve a budget for law enforcement and related services for the following fiscal year. The budget shall specify the total amount needed and the services to be provided. The

approved budget shall be submitted to the Windham County Assistant Judges on or before December 1 of each year.

(b) The Assistant Judges shall include the Council's approved budget as a separate item in the county budget. The county treasurer shall levy and collect a special assessment in proportion to each municipality's population. Nonmember municipalities shall not be assessed or charged for Council services. Funds collected shall be segregated and used solely for the purposes approved by the Council.

(c) The cost to each member municipality shall be determined by applying the county tax rate necessary to raise the Council's budget to each member's population.

(d) The county treasurer shall maintain separate accounts for Council funds. The Council shall cause an annual audit to be performed by an independent certified public accountant. Financial reports shall be provided quarterly to member municipalities and the Assistant Judges.

Sec. 6. SERVICE DELIVERY

(a) The Windham County Sheriff's Department shall provide law enforcement and related services to member municipalities as specified by the Council.

(b) Pursuant to 24 V.S.A. § 291a, the Council and Sheriff shall enter into an annual service agreement specifying:

(1) the types and levels of service to be provided;

(2) standards and performance metrics for delivered law enforcement services;

(3) reporting requirements; and

(4) allocation of resources among member municipalities.

(c) Law enforcement services provided shall be coordinated with State law enforcement agencies, existing member and nonmember municipal law enforcement agencies, and emergency services to ensure efficient resource utilization.

Sec. 7. REPORTING AND EVALUATION

(a) Beginning in 2027, on or before January 31 of each year, the Council shall submit a report to the House Committee on Government Operations and Military Affairs, the Senate Committee on Government Operations, the Windham County legislative delegation, and member municipalities containing:

(1) financial statements for the preceding fiscal year;

(2) service delivery statistics and performance metrics;

(3) member municipality participation and satisfaction levels;

(4) challenges encountered and lessons learned; and

(5) recommendations for improvement.

(b) On or before September 30, 2030, and again on or before December 31, 2033, the Council, in consultation with the Windham County Sheriff and

Windham County Assistant Judges, shall submit a comprehensive evaluation of the pilot program to the House Committee on Government Operations and Military Affairs and the Senate Committee on Government Operations, including:

- (1) an assessment of cost-effectiveness compared to alternative service delivery models;
- (2) an analysis of service quality improvements;
- (3) an evaluation of the governance model's effectiveness;
- (4) recommendations regarding continuation, modification, or expansion of the program; and
- (5) a proposed framework for statewide replication, if warranted.

Sec. 8. LIMITATIONS AND PROTECTIONS

(a) Nonmember municipalities shall:

- (1) not be assessed any costs related to Council operations;
- (2) continue to receive State Police services as currently provided; and
- (3) retain all rights to establish their own local law enforcement agencies or contract for law enforcement services independently.

(b) Nothing herein shall:

- (1) affect the constitutional or statutory duties of the Windham County Sheriff;
- (2) alter State Police responsibilities or coverage;
- (3) impact existing municipal law enforcement agencies; or

(4) modify existing mutual aid agreements.

Sec. 9. SUNSET; TERMINATION

(a) The Windham County Law Enforcement Governance Council shall cease to exist on June 30, 2034.

(b) In the event of the number of member municipalities being reduced to one, the Council shall be deemed terminated.

(c) On June 30, 2034, or at the time of the Council's termination, whichever occurs first:

(1) the Council shall cease operations;

(2) any remaining funds shall be returned proportionally by population to current and prior member municipalities that were member municipalities during the current fiscal year; and

(3) service agreements shall be terminated according to their terms.

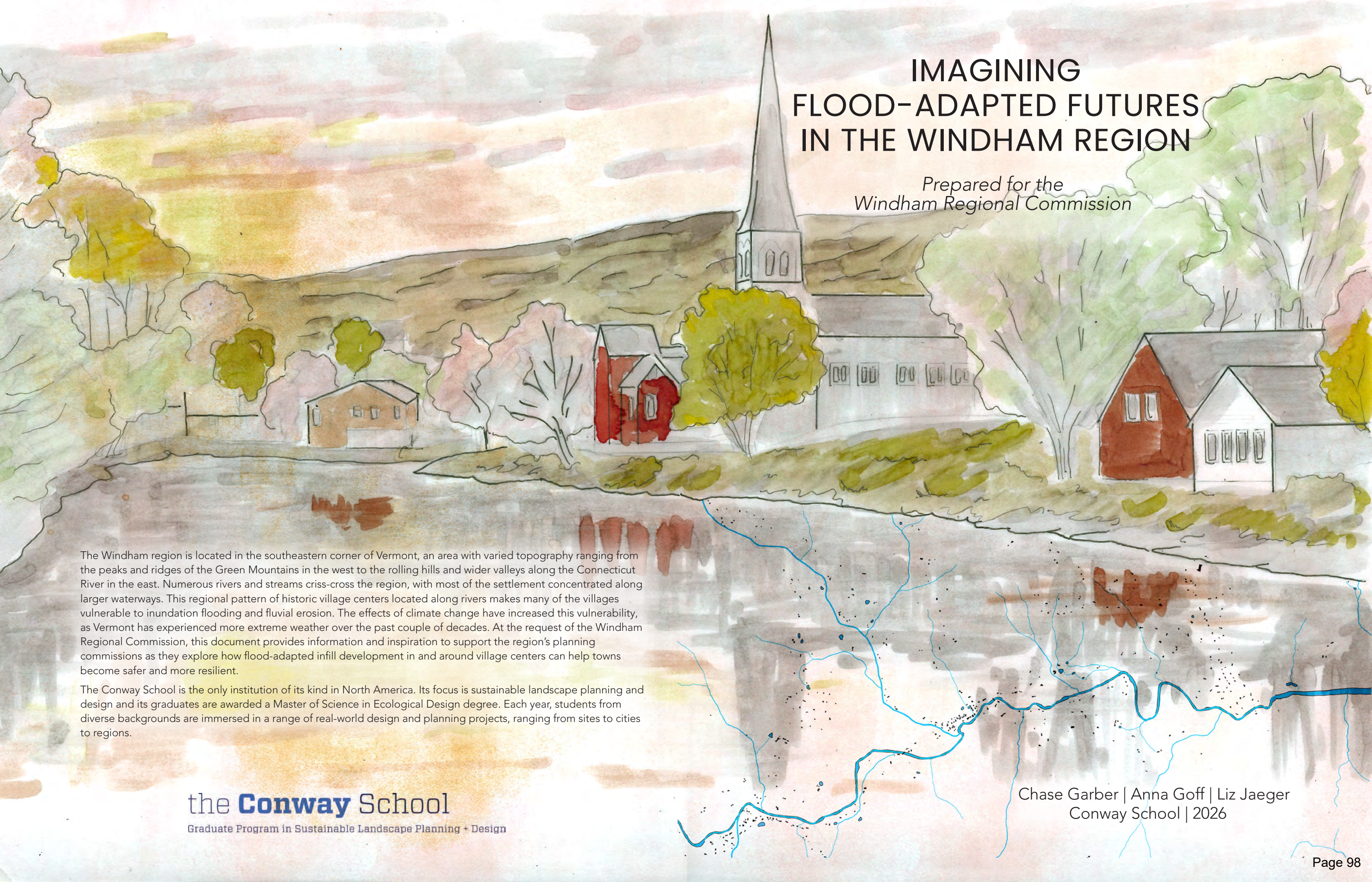
Sec. 10. CONFORMING AMENDMENTS

Notwithstanding any provision of 24 V.S.A. chapter 5 to the contrary, the Windham County Assistant Judges are authorized to include in the county budget amounts approved by the Council pursuant to this act and to levy differential tax rates on member and nonmember municipalities as necessary to implement this act.

Sec. 11. EFFECTIVE DATE

This act shall take effect on passage.

Date Governor signed bill: May 19, 2026



IMAGINING FLOOD-ADAPTED FUTURES IN THE WINDHAM REGION

*Prepared for the
Windham Regional Commission*

The Windham region is located in the southeastern corner of Vermont, an area with varied topography ranging from the peaks and ridges of the Green Mountains in the west to the rolling hills and wider valleys along the Connecticut River in the east. Numerous rivers and streams criss-cross the region, with most of the settlement concentrated along larger waterways. This regional pattern of historic village centers located along rivers makes many of the villages vulnerable to inundation flooding and fluvial erosion. The effects of climate change have increased this vulnerability, as Vermont has experienced more extreme weather over the past couple of decades. At the request of the Windham Regional Commission, this document provides information and inspiration to support the region's planning commissions as they explore how flood-adapted infill development in and around village centers can help towns become safer and more resilient.

The Conway School is the only institution of its kind in North America. Its focus is sustainable landscape planning and design and its graduates are awarded a Master of Science in Ecological Design degree. Each year, students from diverse backgrounds are immersed in a range of real-world design and planning projects, ranging from sites to cities to regions.

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Conway School | 2026



IMAGINING FLOOD-ADAPTED FUTURES IN THE WINDHAM REGION

Prepared for the Windham Regional Commission

Chase Garber, Anna Goff, Liz Jaeger
Conway School
Winter 2026

ACKNOWLEDGEMENTS

Acknowledging the land and Vermont's First Peoples.

"We are Here, Together, Now — we share the land, we share the consequences of climate change, pollution, and degradation. Acknowledging our shared responsibility to the land and non-human relatives is one important step towards healing a multitude of fractured relationships."
 - Kessi Watters Kimball (descended from The Listuguj First Nations Mi'kmaq)

We are here on the ancestral land of the Western Abenaki, including the Sokoki, Cowasuck and Pennacook tribes. Before European contact in the Northeast, many tribes moved unimpeded across the land in a constellation of relationships known to each other in many languages. These groups often organized around sacred places such as the rivers we discuss in this document. We recognize, with gratitude, Wabanaki peoples' enduring stewardship of these rivers and mountains, and acknowledge the ongoing colonization of the land and the erasure of indigenous culture. In respect to those who remain on the land we call Vermont, it is important to note that we did not seek input from existing tribal organizations in compiling this information.



West River Watershed

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EXECUTIVE SUMMARY

As extreme storm events become more common with global warming, communities are increasingly faced with questions of how to protect their residents, structures, and infrastructure. For the towns of Vermont's Windham region, most of which are located along rivers and contain numerous brooks, flooding is of particular concern. The need to adapt to this evolving risk can add pressure to municipalities that already feel stretched thin in terms of time and financial resources. The task of figuring out how to navigate these needs and risks is held in part by the region's planning commissioners, most of whom are volunteers. A key question planners face is how can development be a tool for increasing community resilience?

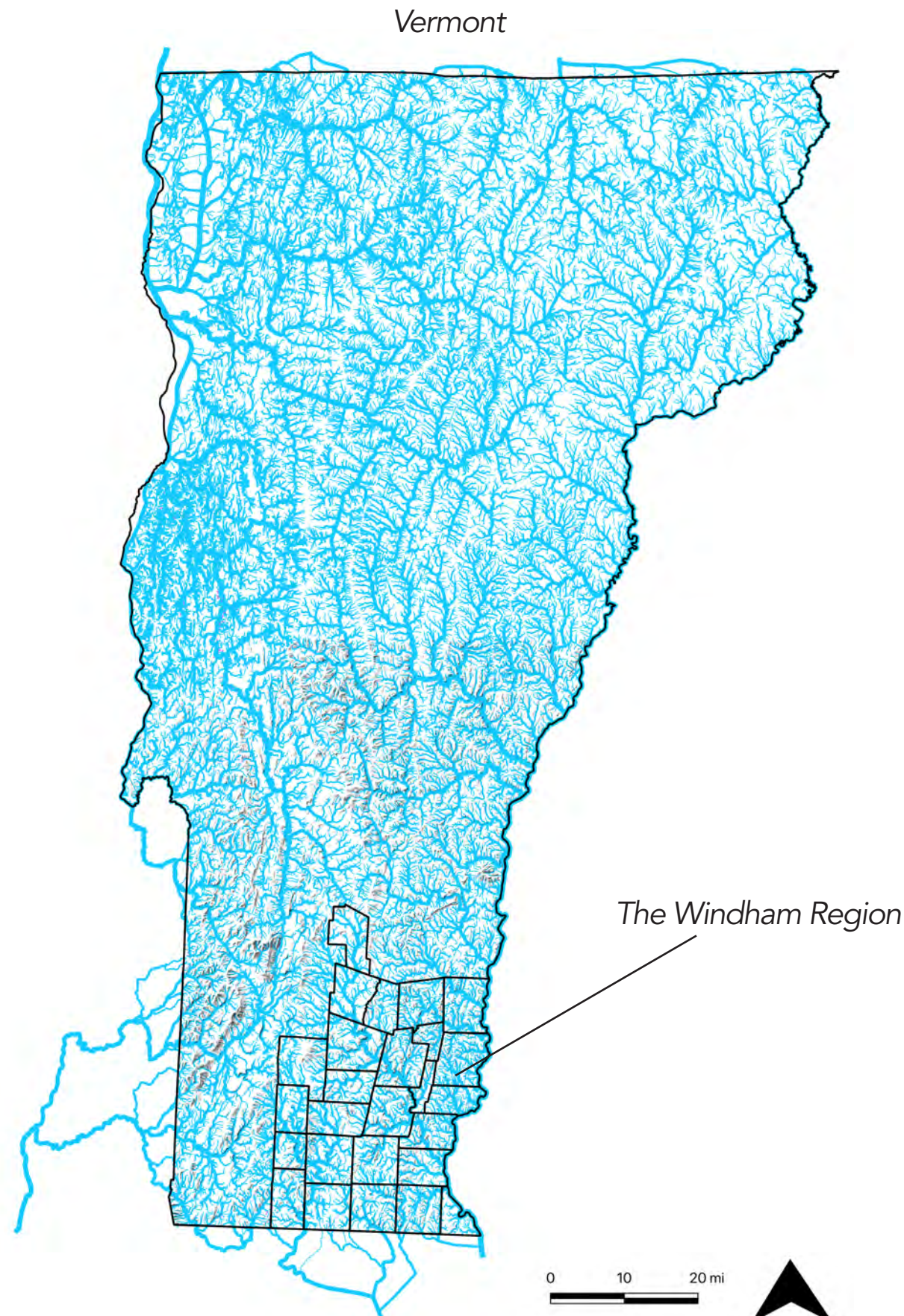
This project was developed at the request of the Windham Regional Commission to help the planners of the region to envision flood-adapted infill development in their towns' village centers. The Vermont Department of Housing & Community Development defines gentle infill as "the alteration of existing or addition of development on underutilized properties that is compatible with the pattern of development that already exists around it." This project strives to illustrate how planners can increase their flood-risk literacy, how they might approach identifying suitable locations for village infill development that responds to town needs and goals, and how they might navigate impediments to realizing such development.

After an introduction to the ecological and social context of the region, a synthesis of pertinent river and stream dynamics and flood-hazard information is given to help planners identify flood risks and begin to plan for flood adapted development. This foundation informs exploration of the different types of flood-adaptation with a focus on infill development strategies in and around village centers.

A process for siting and envisioning theoretical infill development based on mapping, town documents, and community input is laid out. The three pilot towns of Wardsboro, Newfane, and Grafton, selected by the Windham Regional Commission, are used to develop and model this process. Working with these pilot towns helped tailor the process to the unique development needs and flood-hazard profiles of actual village centers in the region. A set of digital mapping criteria are used to help identify suitable areas for flood-adapted village infill development. These criteria are layered to create "exclusion maps" that can help planners read broad patterns in the landscape related to development potential. The maps produced by this process are explored for each of the pilot towns.

Using this combined information, several theoretical development scenarios are illustrated in the pilot towns, with discussion of how these scenarios might relate to development needs and flood-related hazards identified by town planning commissioners, Town Plans, and Hazard Mitigation Plans. Though specific sites in these village centers are discussed, this project is only meant as a theoretical visioning exercise and is not meant to propose actual development projects. The goal is that by imagining how village centers could evolve through infill development, the region's planners might be further inspired to help steward their towns towards a more flood-resilient future.

INTRODUCTION

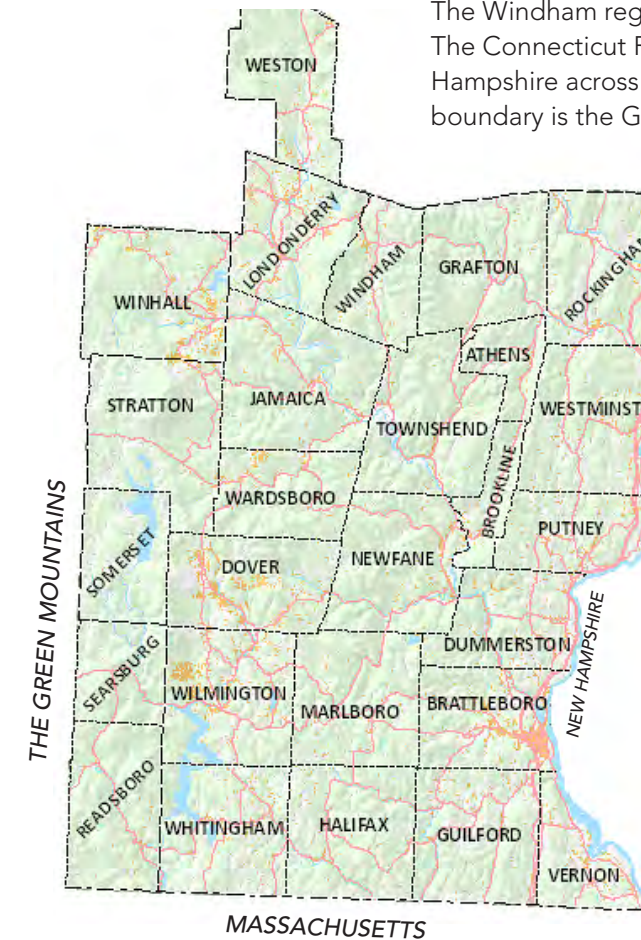


THE WINDHAM REGION AND THE WRC

A vision for the future: "Development, conservation, and preservation interests working together for the benefit of our communities and the environment."

-The 2025 Windham Regional Plan

The Windham region is in the southeastern corner of the state of Vermont. The Connecticut River forms its eastern boundary, with the state of New Hampshire across the water. To the south is Massachusetts, and its western boundary is the Green Mountains.



The total population is near 50,000 as of the 2020 census. Though there have been modest gains annually since the 1950's, overall population growth in Windham county has slowed since 2000. A slight spike in population since 2020 and the COVID-19 pandemic is attributed to in-migration from urbanites, remote workers, and seasonal homes becoming year-round residences. The region hosts several ski resorts and has historically had a high percentage of second-home owners tied to the outdoor recreation industry. This is also reflected on the municipal level, with towns like Stratton seeing a 104% increase in population since 2010, compared to Athens with a 14% decrease.

The Windham Regional Commission was created in 1965. At that time, Vermont, and particularly southern Vermont, was experiencing increased development pressure because of a successful campaign to attract tourists from nearby cities like New York and Boston. This led to large subdivisions built near ski resorts on land that risked being ecologically degraded as a result. In response, legislation was enacted to preserve natural resources in the state and seriously restrict development, and the regional commissions were tasked with helping municipalities navigate the new regulations.

Today the WRC continues to help community members understand and address complex regional issues with a wide range of technical assistance. The heart of this work is in supporting and coordinating the mostly volunteer planners and administrators at the town level. Keeping governing power small and local is the way Vermonters have historically done things, and the regional planning commission helps them to stay resilient as times change.

Vermonters now grapple with the tension between a housing crisis and increasing flood risk due to climate change. The WRC commissioned this project to help planners to envision change and growth that would move critical resources and homes up and away from flood prone areas.

REGIONAL EXISTING CONDITIONS

CLIMATE CHANGE

The northeast region has experienced a 71% increase in annual precipitation since the 1950's. Annual average precipitation is projected to increase in Vermont throughout this century, particularly during winter and spring. Corresponding increases in temperature will increase the proportion of precipitation that will fall as rain rather than snow. In addition, extreme precipitation, defined as greater than 2 inches, is projected to increase and make flooding more frequent and intense (Runkle *et al.*).

ECOLOGICAL CONTEXT

This region of Vermont sits between the Green Mountains and the Connecticut River Valley. The rugged terrain is part of the Appalachian Mountain range, with the highest peak of Mount Stratton at 3,940 feet. The Basin 11 watershed, the largest in the region, includes the sub basins of the West, Winhall and Saxtons Rivers and drains into the Connecticut River watershed, which empties into the Long Island Sound.

The rivers and their tributaries have carved two distinct types of river valleys that move water and sediment in different ways. The first type is wide, low-lying valleys with meandering rivers that periodically rise and flood the lateral flood plain. The second is narrow and steep, occurring in higher elevation terrain, where the river channel's greater slope creates higher water velocity and more erosive potential. Rivers and their floodplains offer flat, sandy soil that is easy to build both structures and roads upon. This loose soil is the result of thousands of years of glaciation, water flow, and sedimentation.

SETTLEMENT PATTERNS

Colonial settlement evolved from trapping and timber camps into more permanent settlement like the hilltop homesteads whose cellar holes can still be found today. Early European farmers cleared land from the hills down into the valleys as they cut wood for fuel and expanded pasture range, eventually favoring the proximity to rivers for transport and hydro power. In the early 19th century, pasture expansion to support the Merino sheep boom deforested nearly 80% of Vermont. Grist mills, saw mills, and tanneries, and then wool and paper mills, were built up in the 1800's, but many of these were lost to floods, or became obsolete as industry changed. Some still stand in towns today, serving other purposes.

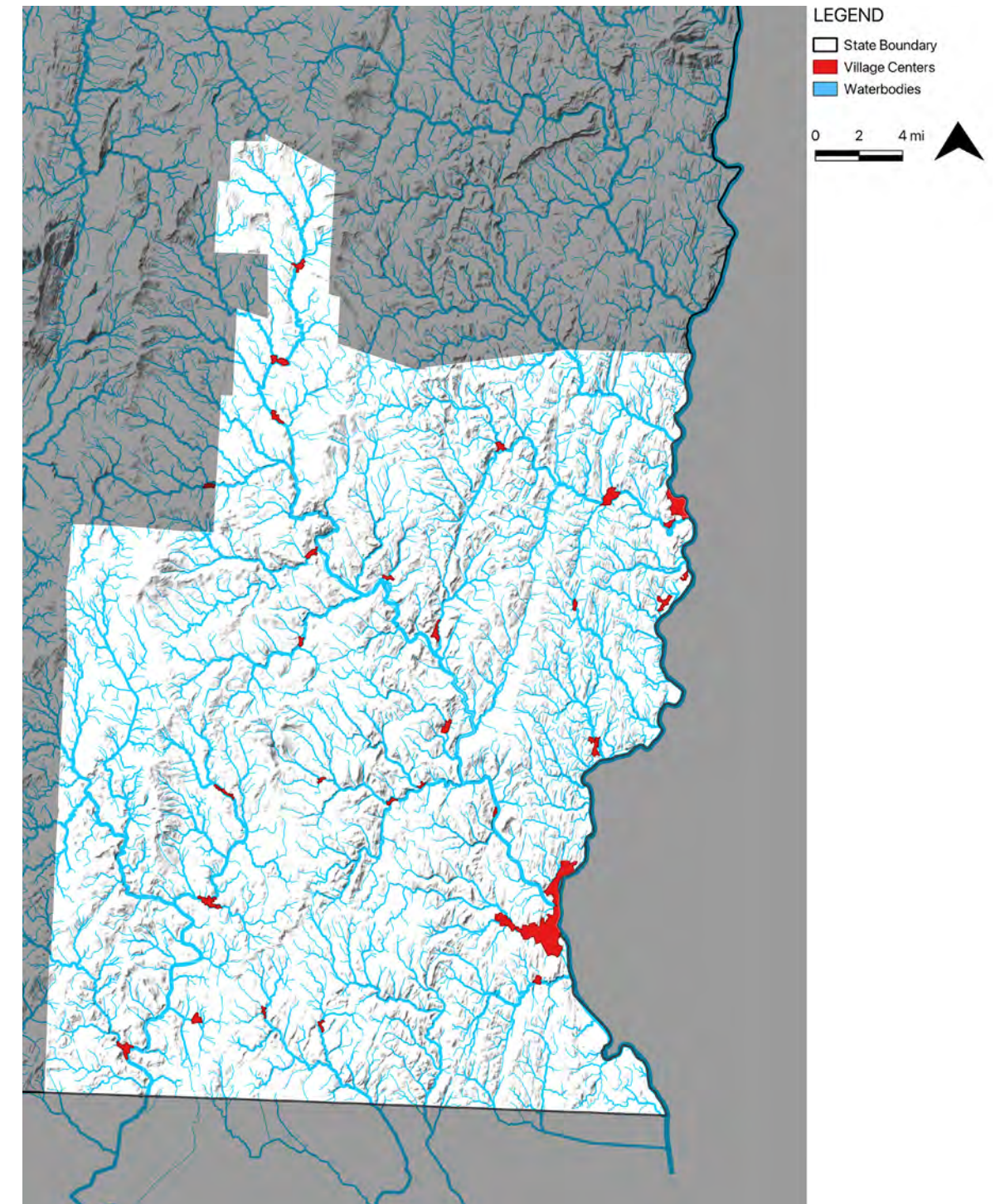
Village centers today consist of a mix of residential, commercial, small industry and community facilities, and are recognized as "future growth areas" in the 2025 WRC regional plan. The historic pattern of compact settlement surrounded by natural resources defines the character of the region's landscape. It also means that many village centers are vulnerable to flooding, which is likely to increase as the climate warms.



Jamaica, VT on the West River in 1913

Photo credit: Porter Thayer collection, used with permission

Hydrology and Settlements in the Windham Region



ON RIVER TIME: REGIONAL HISTORIC FLOODS

"Perhaps the major reason why, for much of the last two millennia, you cannot step into the same river twice is that humankind has radically changed the ecology of rivers and their surroundings... Unknowable thresholds of uncontrollable effects makes for a future of radical uncertainty."

-Excerpt from James C. Scott's *In Praise of Floods*



Data from FEMA "federally-declared disasters in Windham County" and weather.gov (NOAA) archive

Photo by Scott Eisen, used with permission

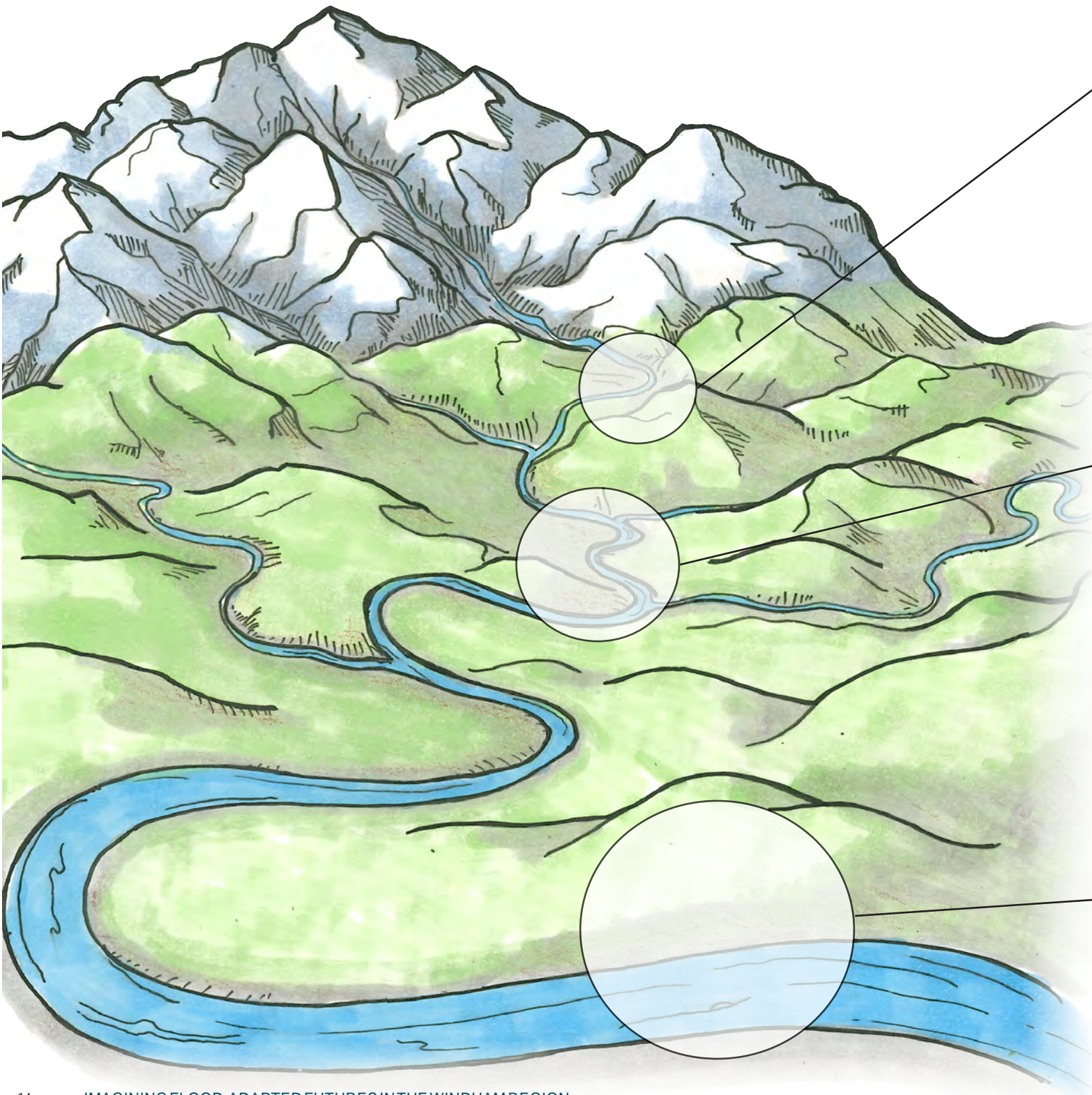
UNDERSTANDING FLOOD RISK

Vermont's varied topography shapes how its rivers and streams move and the waters, in turn, shape the landscape. Understanding this relationship is integral to understanding the associated risks that living in these river valleys presents. River conditions are naturally dynamic and, to some degree, unstable, especially in a landscape prone to erosion. Climate change and increased precipitation exacerbates this instability.

The following section explores some of the dynamics of river and brook movement, how human settlements in the region have attempted to grapple with this dynamic, and the implications for current and future human development.

HOW DO RIVERS AND BROOKS LIKE TO MOVE?

Every river has a form that reflects the complex interaction between its inputs from the watershed and the physical characteristics of the land, combined with human alterations of the landscape. When all these elements are in balance, a river is said to be in "dynamic equilibrium" which means it can move its load of water, sediment, and debris without dramatic changes in its shape or location (Dolan and Kline). Vermont's varied terrain creates different types of river valleys which are generally characteristic of uplands and lowlands, though elements of both can be found in combination or at any elevation.



NARROW MOUNTAIN VALLEYS

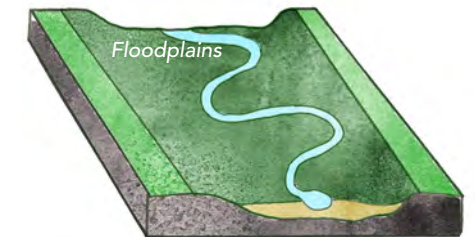
In the narrow, upland valleys of the Green Mountains, rivers and streams are flashy and fast flowing, constrained by the steep topography. Here, the water carves its way through the loose till of boulders, gravel and sand, deposited millennia ago by the glaciers that once dominated this region. Landslides and the resulting debris flows are a natural part of this erosion-prone terrain, though climate change and increases in heavy precipitation events have led to greater destabilization in recent times.



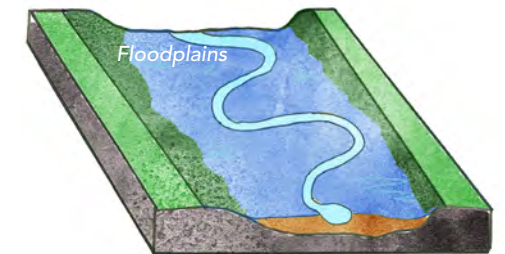
Deerfield River Tributary, photo by Dave Weber

WIDE FLOODPLAIN VALLEYS

In wider valleys, rivers have a chance to slow down and broaden their floodplains. A floodplain is a natural and crucial component of rivers which stores water during flood events and slowly releases it back into the main channel of the river as the flood passes. The shape, size, and composition of any floodplain will determine how effective it is at storing and slowing floodwaters. Human encroachments in floodplains can compromise effectiveness and have may have cascading impacts downstream (NRC Solutions).



Normal conditions



Flood Conditions

CHANNEL MIGRATION

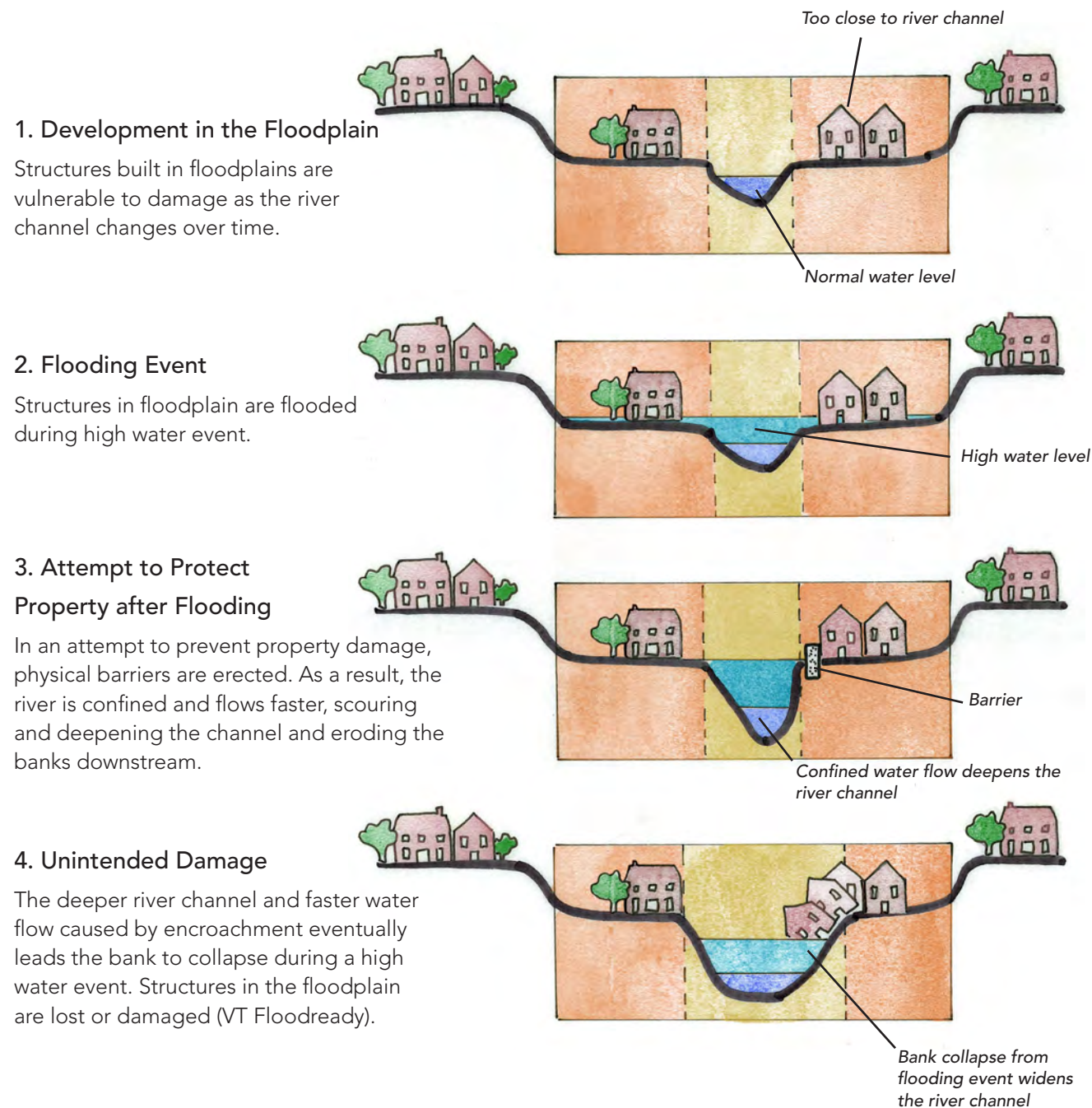
When rivers are less constrained by narrow valleys, alterations in course can happen, known as channel migration. This may occur gradually, such as when a stream erodes away one bank and deposits sediment along the opposite side, or quite quickly during floods or high water events. Sudden changes in channel location can be catastrophic for human developments along the river (WA State Dept. of Ecology).



Channel migration over time

RIVERS OUT OF BALANCE

Today, most streams in Vermont are not in an equilibrium condition, because riverside development, channelization practices, and other historical land uses have prevented the river from assuming its most stable natural shape. Increased precipitation events due to climate change exacerbate these imbalances, causing catastrophic damages when rivers overflow or erode their banks. Historical settlement patterns have placed humans in the midst of this river and floodplain relationship and made them vulnerable to flood-related hazards (Dolan and Kline 2010).



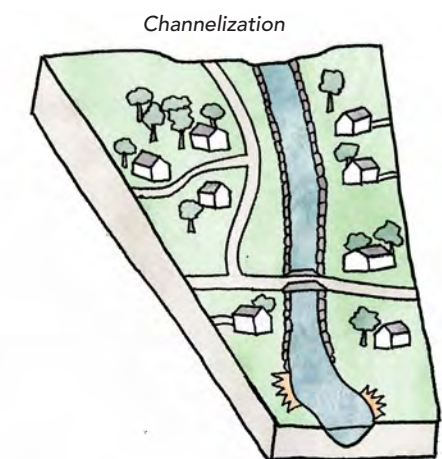
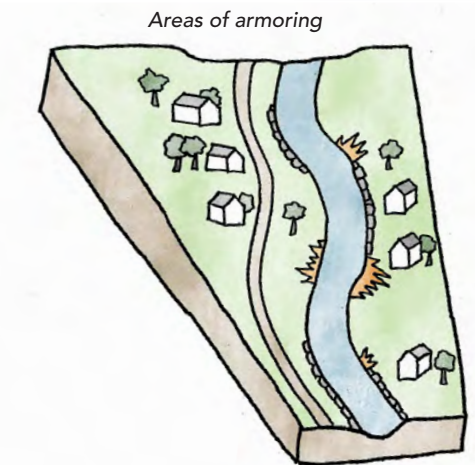
Adapted from a graphic titled "Why Protect River Corridors?" Created by the Vermont Agency of Natural Resources and the Vermont Agency of Commerce and Community Development

HUMAN ALTERATIONS IN THE FLOODPLAIN

CHANNELIZATION

Channelization refers to the human alteration of a river channel by straightening, usually done to allow more development along its banks. Many brooks and rivers in the Windham region have undergone some amount of channelization, especially in the village centers.

This alteration shortens the length of the river, increasing its slope and subsequently its hydrologic power—in other words, a greater volume of water that is moving more quickly. This increased force causes it to cut deeper into its channel and become disconnected from the slowing power of its floodplain, further increasing its power. Stream banks downhill then receive the full brunt of this power, resulting in stream bank erosion and "flashier" (more sudden) flood events (Dolan and Kline 2010).



DREDGING

Dredging is another common management practice in Vermont and refers to the excavation of the riverbed in order to deepen its channel, both to enable navigability by water craft and to lower the height of the waterway in an effort to decrease its ability to flood its banks. This is often done in conjunction with channelization and has similar consequences such as limiting floodplain access and increasing hydrologic force downstream. As the channel is made deeper, the banks become steeper and eventually fail, widening the channel once again.

ARMORING

Altering stream banks with rocks or concrete is known as armoring, which also disconnects the river from its floodplain and degrades the floodplain itself by removing vegetation which can act as a natural stabilizer. The force of the river, eventually degrades this infrastructure, or funnels this force downstream in the form of costly stream bank erosion elsewhere and culvert or bridge damage.

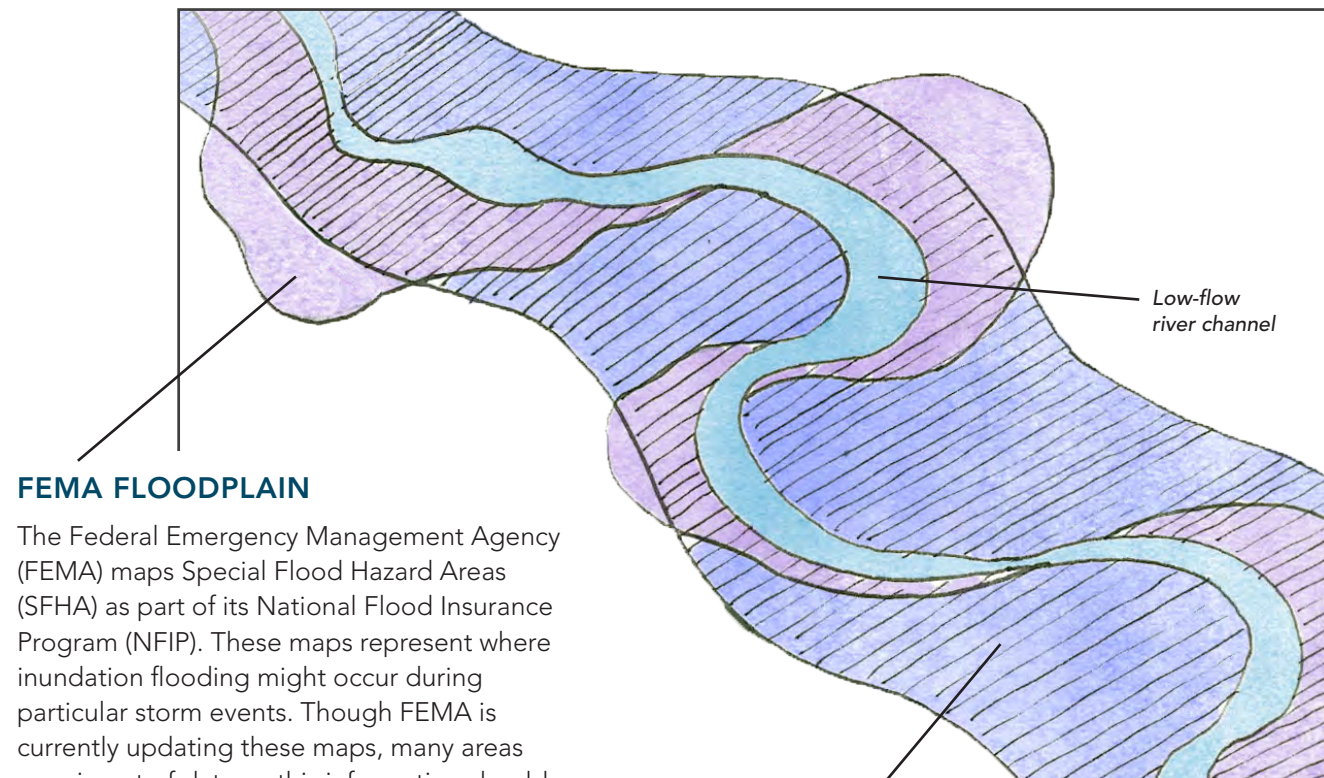
SHIFTING OUT OF THE DISASTER AND RECOVERY CYCLE

Human settlements in Vermont's river valleys are increasingly vulnerable to flood damage. Historically, the response to erosion-related flood losses has been additional costly alterations such as channelization, dredging, and armoring, which only exacerbates the hazards and encourages further human encroachment into floodplains and erosion prone areas. The following section shares tools that can be used to locate these hazardous areas in communities in the process of developing adaptation strategies.

IDENTIFYING FLOOD RISK

FLOOD-RISK MAPS ARE A GOOD PLACE TO START...

Federal and state agencies have attempted to map the areas associated with the greatest flood-related risks. This mapping can inform policy at a state, regional, and town level and is a good proxy for where not to develop.



FEMA FLOODPLAIN

The Federal Emergency Management Agency (FEMA) maps Special Flood Hazard Areas (SFHA) as part of its National Flood Insurance Program (NFIP). These maps represent where inundation flooding might occur during particular storm events. Though FEMA is currently updating these maps, many areas remain out of date so this information should be used as a very conservative and limited assessment of where inundation flooding has occurred and may occur in the future.

RIVER CORRIDOR

The River Corridor is a Vermont state designation that identifies the space a river needs to re-establish and maintain stable "equilibrium" conditions. One can think of this belt width as the particular "wobble room" a river needs to find its most stable path down the valley. Fluvial erosion is most likely to happen within this corridor (VT Floodready).

inundation flooding: when a water body temporarily overflows its banks due to heavy rainfall

fluvial erosion: erosion caused by rivers and streams; can range from gradual bank erosion to catastrophic changes in river channel location and dimension during flood events

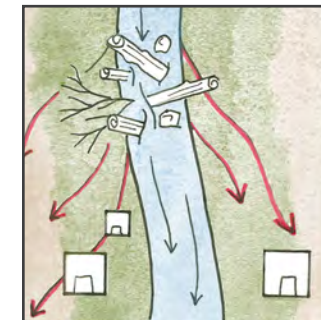
...BUT THERE'S MORE TO THE STORY.

How water moves through the land is complex and sometimes unexpected. By becoming familiar with the local terrain, and consulting state river engineers, planners can gain a more nuanced understanding of flood and erosion risk in their community.



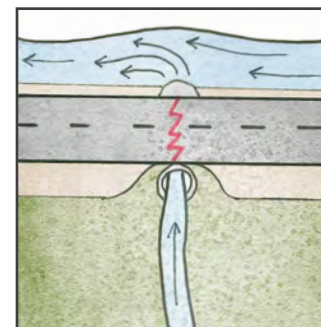
CONVERGENCES

Hydrologic forces can concentrate where two water bodies meet. The surrounding banks in these areas may be subject to greater fluvial erosion.



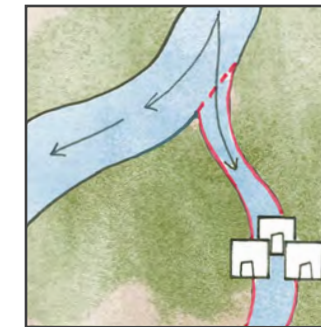
IMPOUNDMENTS

Log jams or other debris can block the flow of water, causing it to overflow its banks.



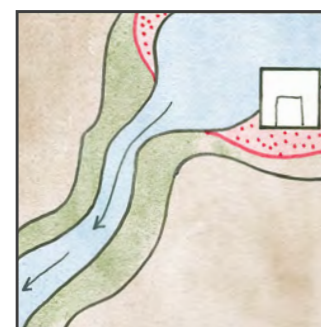
RIGHT ANGLES

When waterways are artificially routed to meet at right angles—often at a culvert under a road—the hydrologic force can become destructive during heavy flows, damaging infrastructure.



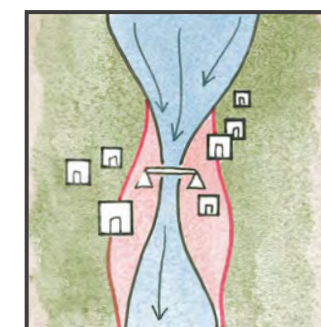
JUMPING BANKS

During heavy precipitation, water may jump its banks in unsuspected ways due to subtle changes in topography.



MILL PONDS

Historic mill ponds once allowed sediment and debris to slow and settle, building up river banks. These areas are often unstable and at greater risk of erosion.



PINCH POINTS

Narrow points in the landscape can also concentrate hydrologic forces. Human settlements are often located in these areas because it was easier to span the river with hydropower infrastructure.

THE COMPLETE PICTURE

River Corridor and FEMA mapping combined with a nuanced understanding of local flood-related hazards will enable planners to identify which areas are best left undeveloped. If development already exists, an assessment can be made of how much risk is present and whether those assets should be moved or redeveloped outside of harm's way. The following chapter will explore regional development needs in general and how flood risk understanding might influence development related decisions.

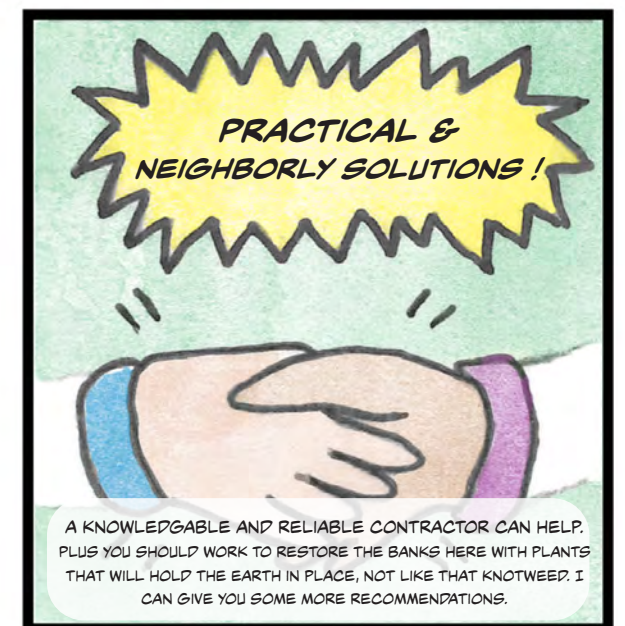
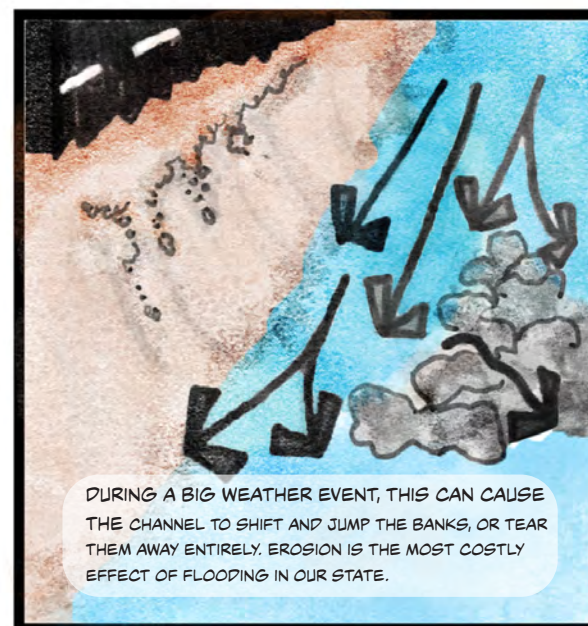
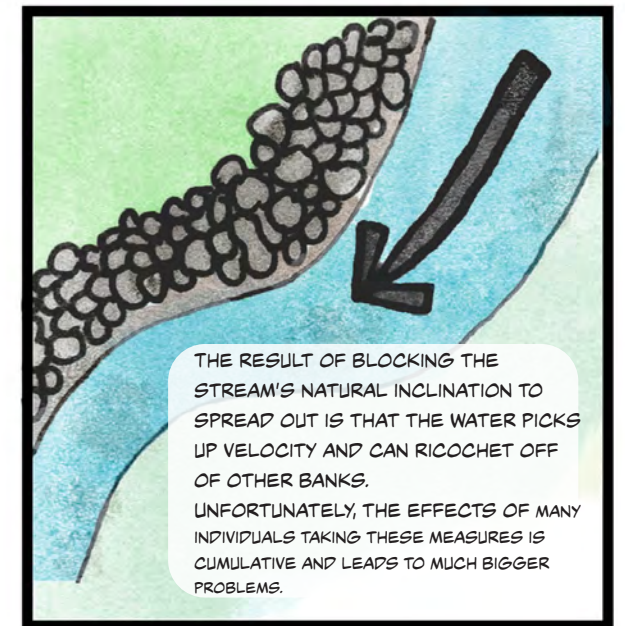
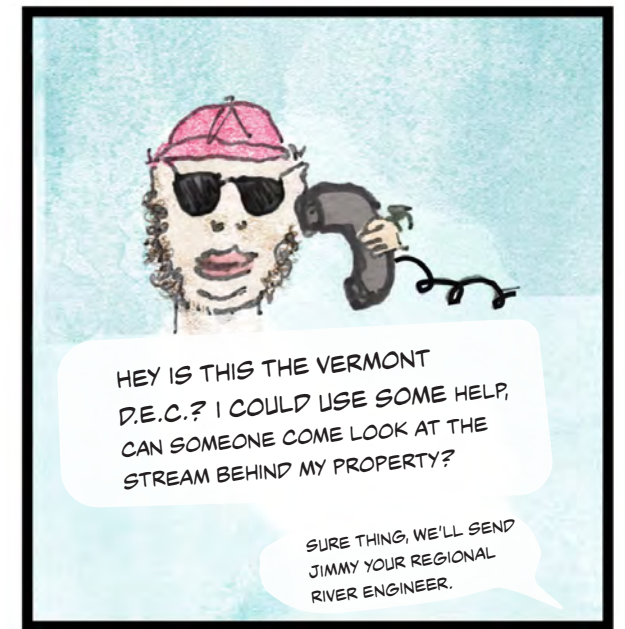
RIVER ENGINEER

River Management Engineers (River Engineers) are part of the Vermont Department of Environmental Conservation's (DEC) Rivers Program. River Engineers work to align infrastructure (such as roadways, stormwater systems, bank stabilization, and other development) with natural river dynamics through a combination of permitting, engineering, geomorphological analysis, and land-use planning. In addition to determining whether to authorize Stream Alteration Permits—which the DEC states are intended to, “prevent the creation of flood hazards, protect against damages to aquatic life, and protect the rights of neighboring landowners”—River Engineers play an important advisory and educational role. According to the DEC, they “provide river diagnostics, alternatives analysis, project design, and construction inspection for instream work.” (“River Management”)

“Walking the River” with a regional River Management Engineer is an opportunity to learn to read a river or stream as a dynamic living system and can help planners gain a more holistic understanding of the different factors (like those described on pages 21 & 23) that can impact flooding and erosion. River Engineers field calls from landowners, towns, and V-Trans, whom they work closely with on culvert and bridge design and installation, as well as roadway stabilization. Much of a River Engineer's work is in the field and they can spend multiple days a week visiting sites along their region's waterways, even without a flood event. As a result, River Engineers develop an in-depth and nuanced understanding of the waterways in their region.

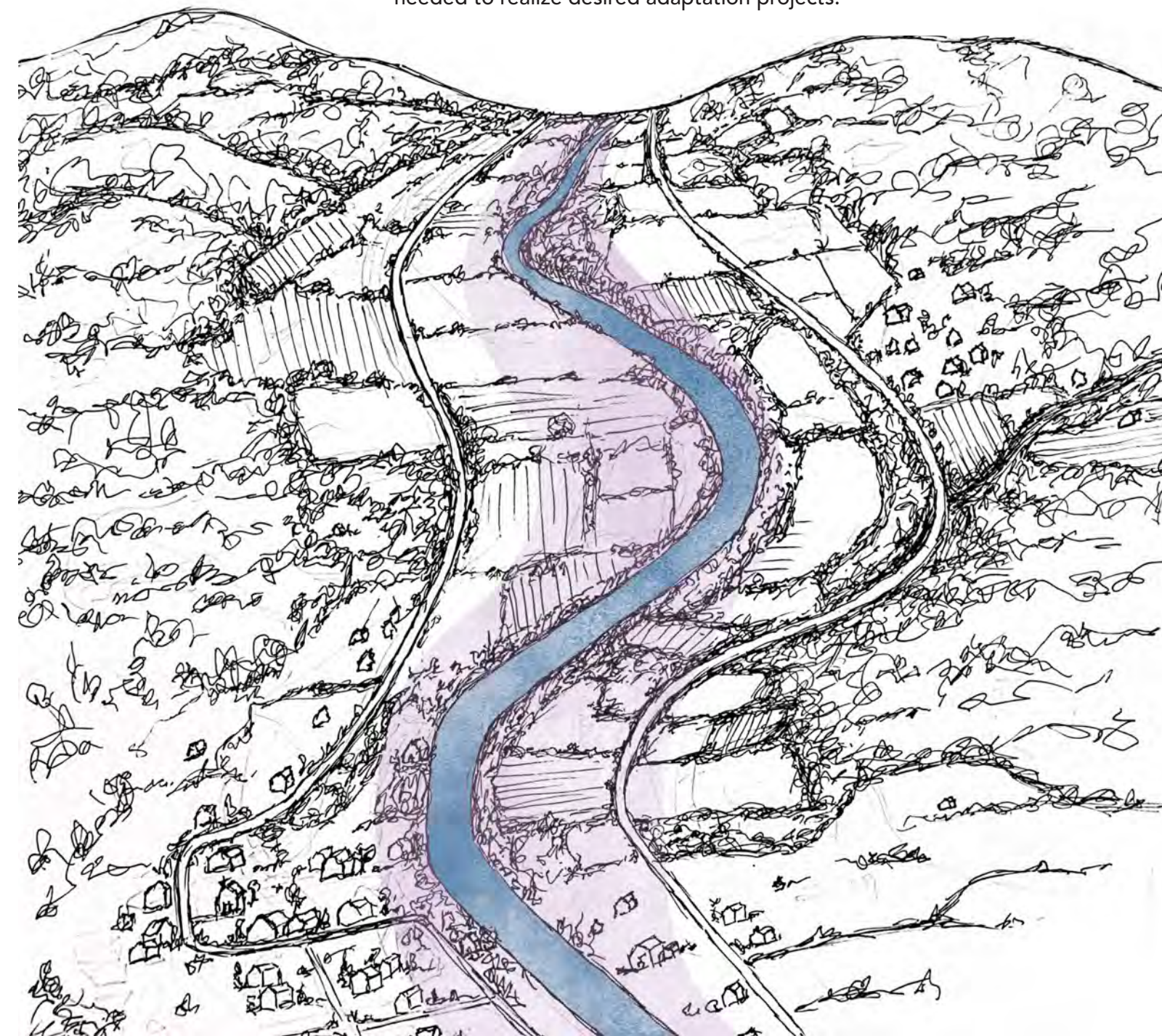
According to one of Windham Region's River Engineers, there is a need for more stream and river management at a municipal level, as many towns' ordinances still leave room for development in the river corridor, floodplain, and in portions of the watershed that impact waterways. It may be ok for one person to protect their shed by berming, but if everyone is thinking that way the cumulative effect can pose a significant risk. More education of landowners is needed, as well as the adoption of appropriate and enforceable town bylaws to foster the collective approach needed to mitigate the risks posed by waterways.

River Engineers are also connectors. They work closely with contractors and know of contractors and other organizations in the region who do quality work in and around waterways. This includes armoring and hardscaping if necessary, though River Engineers are a strong proponent of giving the rivers the space they need to move and stabilizing the banks through bioengineering with vegetation where possible. Typically the goal is to return streams and rivers to their natural states and remove infrastructure, such as buildings and berms, from the river corridor as much as possible.



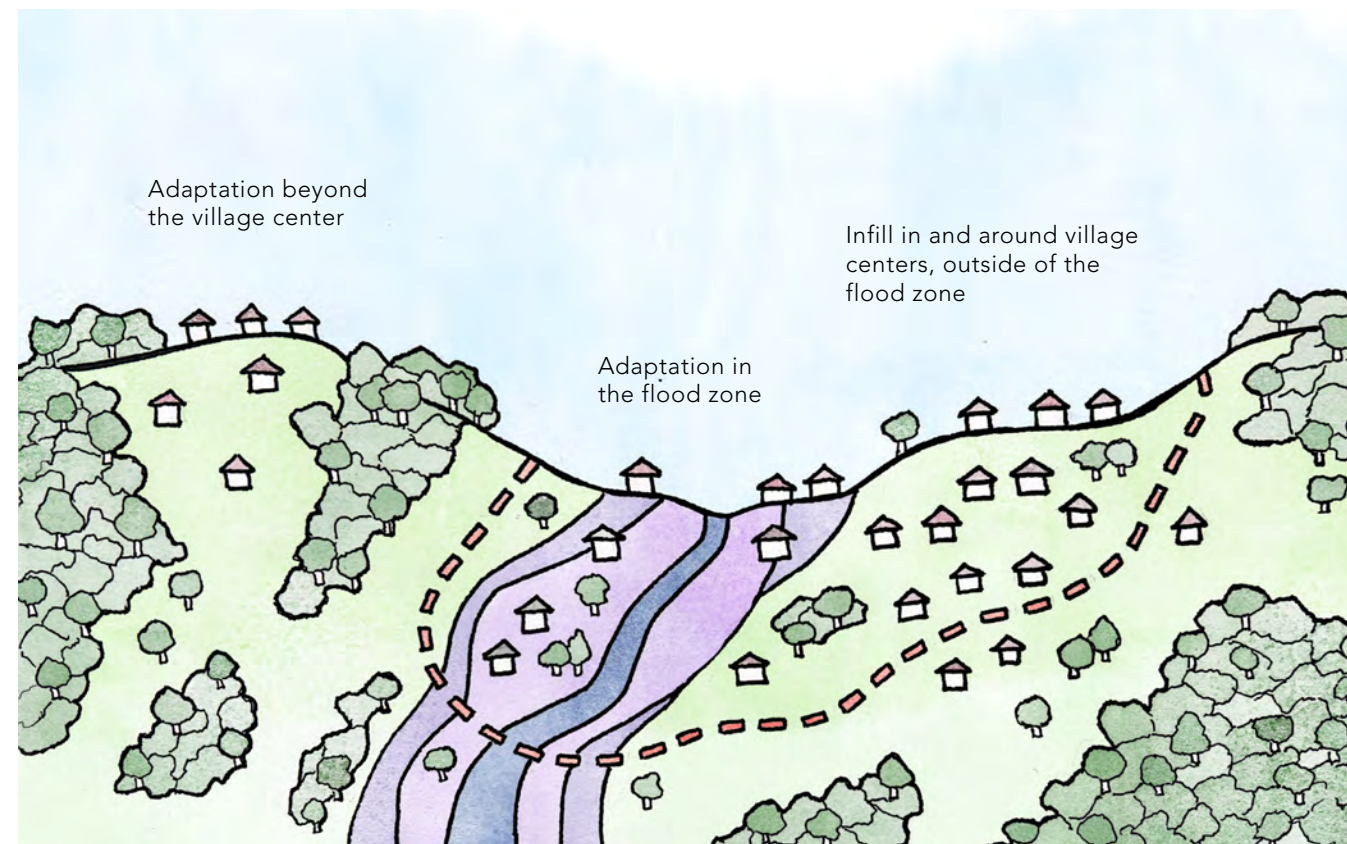
TYPES OF FLOOD ADAPTATION

An understanding of the nuances of flood risk should inform planning for development that reduces risk to town assets. This understanding will help towns to develop a comprehensive plan for evolving up and away from flood-prone areas while maintaining the character and function of their village centers. Structures, infrastructure, and parcels threatened by flooding or erosion can be assessed to identify which type of flood adaptation is possible and appropriate. From there, a town can begin setting adaptation priorities, identifying and ameliorating challenges to planned adaptation, and securing the resources needed to realize desired adaptation projects.



TYPES OF FLOOD ADAPTATION

There are different approaches to flood adaptation, including adaptation within the flood zone, infill development in the village center outside of the flood zone, and development beyond the village center. In response to state and town goals of compact development surrounded by rural countryside, this project focuses on exploring infill development in and around village centers. However, all flood adaptation options should be weighed and considered in the planning process. Factors such as the cost of a given adaptation strategy, the level of threat posed to a particular asset, the historical significance or condition of a building, and the availability of alternate structures or developable land outside the flood zone will impact which adaptation approach is appropriate.

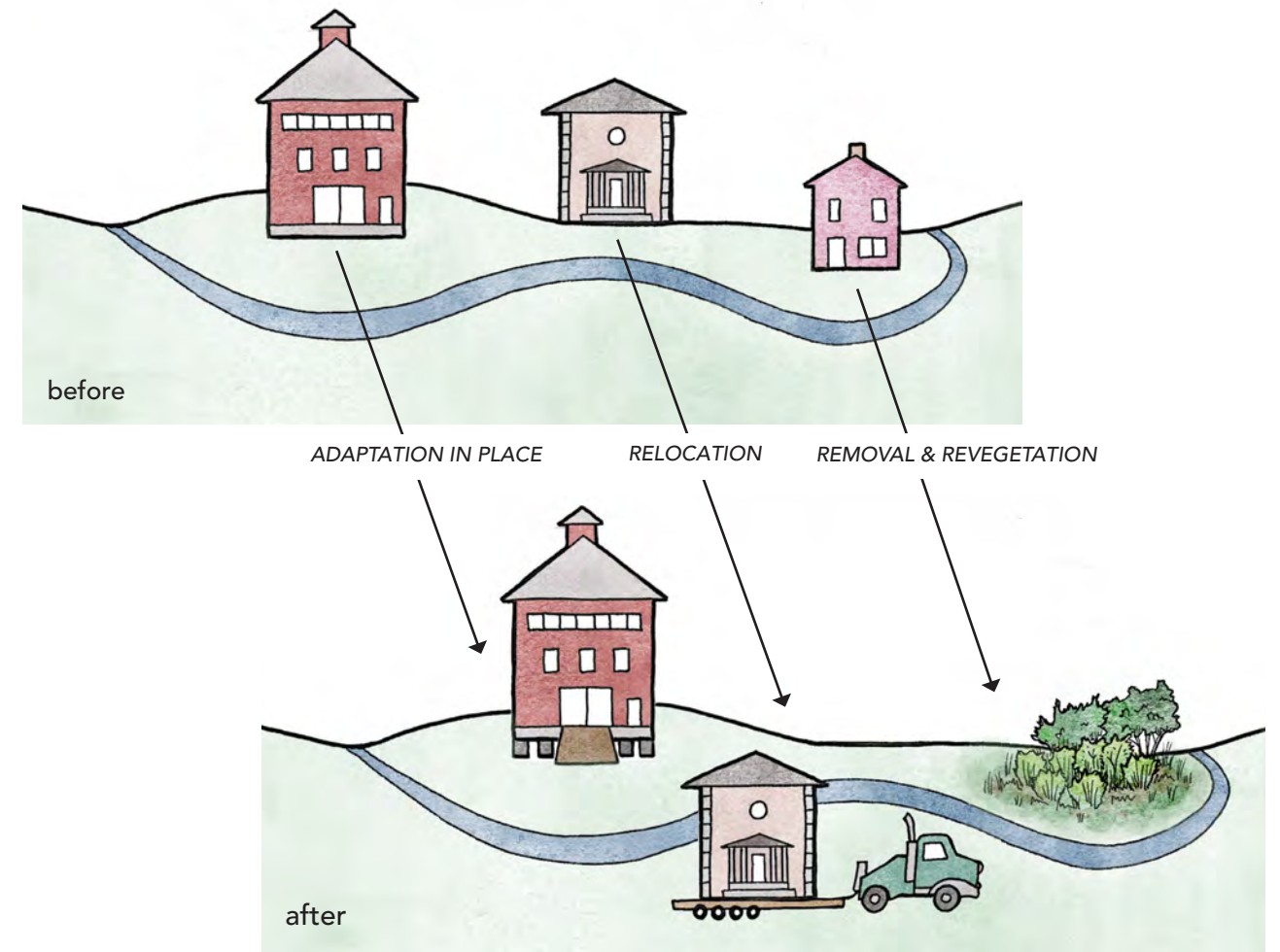


EVOLVING UP AND AWAY FROM FLOOD RISK

Movement out of areas with flood and erosion risk is likely to be a process that will unfold gradually over time. Towns can move up and away from flood risk by degrees, while holding the eventual vision of a fully flood-adapted community in mind to guide planning and development. Understanding the different types of adaptation is a key part of this holistic planning process.

ADAPTATION IN THE FLOOD ZONE

Naturalizing river corridors and floodplains is ecologically and hydrologically beneficial. If there weren't economic and spatial limitations, removing all assets from the River Corridors and FEMA Special Flood Hazard Areas and siting them elsewhere in and around village centers would be preferred. However, in some cases adapting and protecting assets within the flood zone rather than relocating them may be deemed to be a more economical and sustainable option for the short or long term.



EXISTING STRUCTURES

Some structures may be at great enough risk that removal or relocation to beyond the flood zone is the best option for safety of the community downstream ("Planning for Flood Recovery" 24). Other structures may be deemed safe enough that adaptation in place is reasonable. Some buildings can be retrofitted to better withstand potential flooding.

LANDSCAPE AND WATERWAY MODIFICATIONS

There are engineered options for modifying a waterway's course, fortifying banks or directing flow to protect key structures and infrastructure. These can involve bioengineering with the help of vegetation or hardscaping. As cited in chapter two, channel alterations that modify the waterways farther from their natural state can have unexpected negative consequences.

INFILL DEVELOPMENT

IN & AROUND THE VILLAGE CENTER

Infill development can bring more life to downtown areas while increasing flood readiness. While the term “infill” is most often used to describe development of underutilized land and buildings in urban environments, it can refer to such development within any existing development pattern. Infill increases density in already developed areas to reduce development pressure on surrounding agricultural and forested lands and mirrors historic precedent of denser building in village centers pre-automobile.



ADAPTIVE REUSE OF EXISTING STRUCTURES

Repurposing existing buildings outside of the flood zone can range from a change of use with no renovation to a partial or full renovation (Vermont Homes For All). Underutilized buildings in the village center are prime candidates for this type of infill development. Buildings of particular significance can in some cases be physically relocated from the flood zone to a safer infill site (“Planning for Flood Recovery” 25). This relocation process can be expensive, though funding earmarked for historic preservation can help.

NEW DEVELOPMENT

Infill options include development on vacant lots, replacing existing buildings with new buildings, adding additional structures to lots with pre-existing structures, and subdividing lots for new development.

EXPANSION OF THE VILLAGE CENTER

There may be infill opportunities beyond, but close to, a village center. Infill around the village border would expand the village zone, while maintaining the goals of concentrated settlement.



BEYOND THE VILLAGE CENTER

CONCENTRATED DEVELOPMENT BEYOND VILLAGE CENTERS

If needs exceed the safe space available for infill development in or around village centers, it may be necessary to develop elsewhere. In such cases, new development can be concentrated in zones farther from the village center to avoid dispersed development. For example, infill in existing hamlets where there’s already a concentration of development, but less than that of village centers, or new concentrated development on large tracts of open land, can be explored. In extreme cases the flood risks posed to a small village center may be great enough to warrant relocation of the village center.

Planners can use the process outlined in the following section of this document to help assess if the development needs identified through hazard mapping, Hazard Mitigation Plans, Town Plans, and community input exceed the amount of developable space in and around the village center. This understanding can help towns as they formulate an appropriate town-wide flood adaptation strategy, and determine if development outside existing village centers is necessary.

SHARING ASSETS WITH NEIGHBORING TOWNS



In some cases when a town has limited capacity to maintain its assets or satisfy all of its growth needs due to economic, demographic, or spatial constraints, sharing assets with nearby towns may be the most efficient adaptation option. While the loss of a local school or the idea of commuting for work may not be ideal, in cases where municipalities are straining to meet all of their needs independently, towns may benefit from considering resilience through a regional lens and prioritizing development accordingly. For example, towns in this situation would need to prioritize maintaining flood-safe connectivity between towns that they depend on for critical assets and services.



Grace Cottage Hospital is an example of a regional critical facility, serving numerous towns around Townshend, VT.

Photo from Google Streetview

FLOOD ADAPTATION & HOUSING GOALS

THE NEED FOR MORE AFFORDABLE HOUSING

Many of the vulnerable structures in the flood zones in the Windham region are residences. Most Vermont towns, including those in the Windham region, report that the need for affordable year-round housing is greater than the available housing stock. Often the homes in a town's river corridor are appraised at less, or were purchased for less, than the cost of relocating to a less at-risk house in the town, making it difficult for owners of vulnerable houses to find safe housing without moving away. This situation may lead residents to stay in unsafe situations, remaining in their at-risk homes, because this is their only housing option for staying in their community. Conversely, loss of homes due to flooding and erosion increases the already existing need for more housing.

Creation of affordable housing through infill development can give people living in vulnerable residences a safe housing option. New flood-adapted housing can cater to other community needs and goals, like senior housing or residences designed to support at-home businesses.

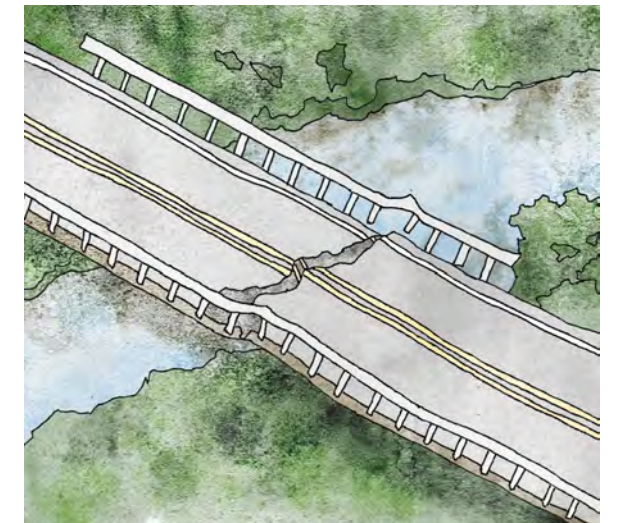


Residences in the Saxtons River Corridor and FEMA SFHA in Grafton, VT

FLOOD ADAPTATION CHALLENGES

ROADWAYS

The regional pattern of villages and roadways being built along waterways leaves the roadways vulnerable to flood damage. Roads may be rendered unusable during and after flood events, leading to potentially unsafe situations that are costly to remedy. The vulnerability of roads in the face of increasing flood events must be considered in siting flood-safe development, as ideally both the town assets and vehicular access to those assets would be safe from flood risk.



DRINKING AND WASTEWATER

Septic systems and wells in flood zones are vulnerable to damage. Septic failures, due to flooding and/or aging, can lead to pollution and are a significant safety concern. The lack of municipal wastewater systems and drinking water supply in many Windham Region villages limits the feasibility of some infill development opportunities. Investments in municipal infrastructure that seemed too costly in the past may make more sense in the context of flood adaptation.

MUNICIPAL RESOURCES

Many towns cite limited human resources as an impediment to planning for and executing flood adaptation. Volunteer planning commissioners and other municipal staff are often stretched thin and keeping positions filled can be a challenge. Allocating or securing funding for consultants, contractors and development projects is another challenge. Community education about the urgency of flood adaptation and other challenges facing towns is one step towards encouraging increased civic engagement among residents.



IDENTIFYING POTENTIAL DEVELOPMENT SITES

In order to identify opportunities for flood-adapted infill development within village centers, a set of digital mapping criteria is used. These criteria are layered to create "exclusion maps" that can help planners read broad patterns in the landscape related to development potential.

INTRO TO THE PROCESS

1. What are the Development Needs?

Flood Risk mapping and Hazard Mitigation Plans can reveal assets vulnerable to flood damage and inform development priorities.

Town Plans and community surveys help identify the specific development priorities of the town (e.g., residential, commercial, cultural, conservation). These needs can then be evaluated in relation to flood adaptation.

2. What Type of Development is Appropriate?

Different flood adaptation strategies may be needed to achieve different development priorities. This project focuses on infill development only, which includes adaptive reuse (re-purposing an existing structure outside of flood-prone areas) and new development (new construction within or near the village center and outside flood-prone areas). Community input can help identify existing structures suitable for adaptive re-use.

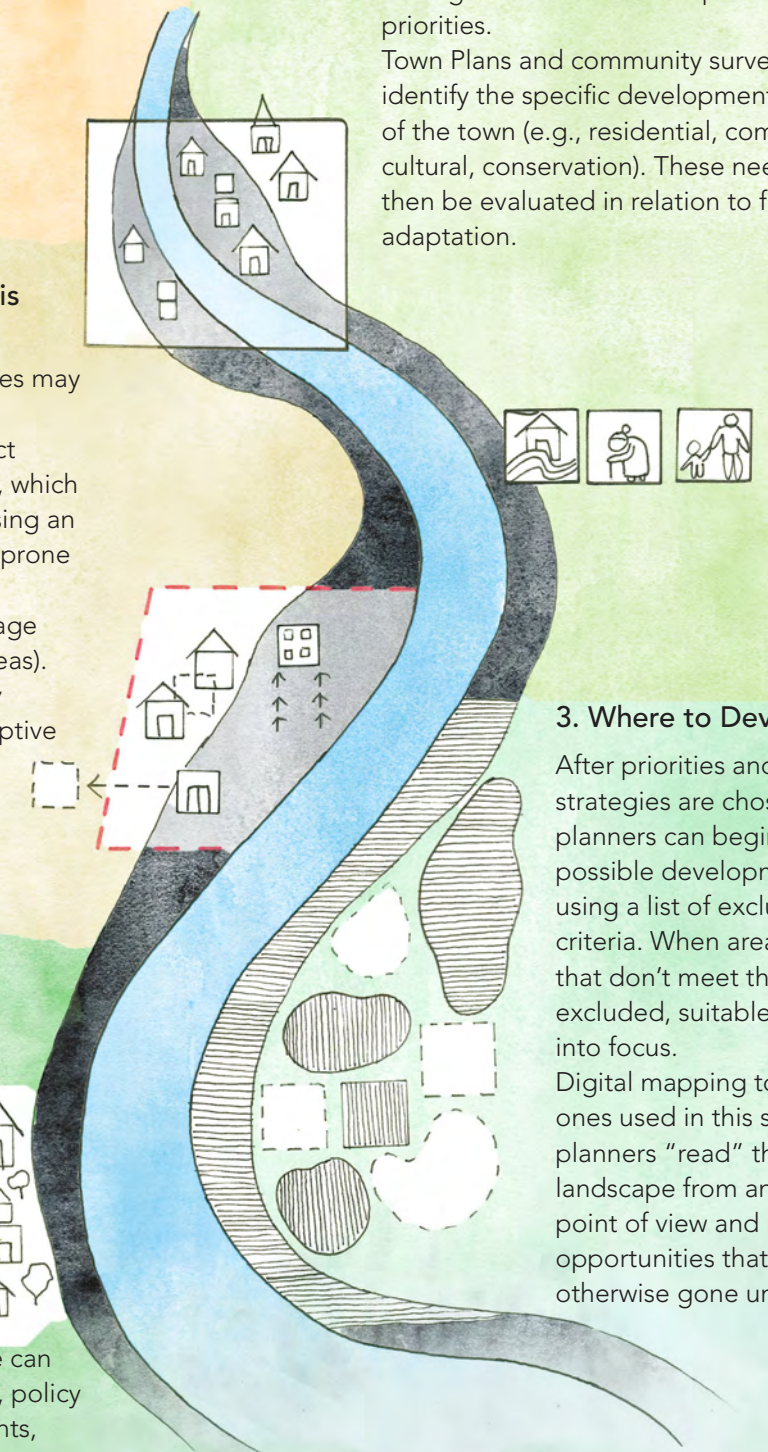
4. Imagining Possible Scenarios

Visualizing different scenarios can help planners see the possible futures and determine what development will best support town goals. While the present challenges can seem insurmountable, going through a process such as this one can help direct efforts such as funding, policy change, infrastructure improvements, and community outreach.

3. Where to Develop?

After priorities and adaptation strategies are chosen, planners can begin to identify possible development sites using a list of exclusion criteria. When areas of land that don't meet the criteria are excluded, suitable areas come into focus.

Digital mapping tools, like the ones used in this study, help planners "read" the physical landscape from an objective point of view and reveal opportunities that might have otherwise gone unnoticed.



THE PILOT TOWNS

To explore the process of siting and envisioning flood-adapted infill in village centers, this project focuses on three pilot towns, selected by the Windham Regional Commission based on the availability of their planning commissions during the project's duration and the towns' histories and planning activities regarding flooding. Different development scenarios that respond to existing conditions and identified development needs are illustrated for each pilot town.

The three pilot towns' village centers are sited along rivers and streams, with limited room for development due to the slopes that surround the towns. The towns are located in the more mountainous western and northern portions of the Windham region. Tourism and seasonal residents shape the towns' economies and housing markets. Like much of Vermont and the Windham region, the towns have seen population growth over the past half century, along with a continued increase in the average age of residents. None of the three pilot towns have municipal water supply or wastewater infrastructure. Wardsboro has two designated village zoning districts, Newfane has three districts, and Grafton has a single village center, but has not adopted zoning.

WARDSBORO

"Wardsboro's beginnings were much the same as most other rural towns in Vermont... many of the descendants of the founding families still live here and the economy remains that of a small, rural community... Wardsboro's current land-use pattern is characterized by extensive forest areas, rural residential development, small villages, and a regional highway that passes through ski and vacation home development on the eastern slopes of the Green Mountains."

-Wardsboro Town Plan, 2019

Population: 869
Total Area: 29.3 square miles
 (According to 2020 census data)



Wardsboro Village, Photo courtesy of Blake Thompson



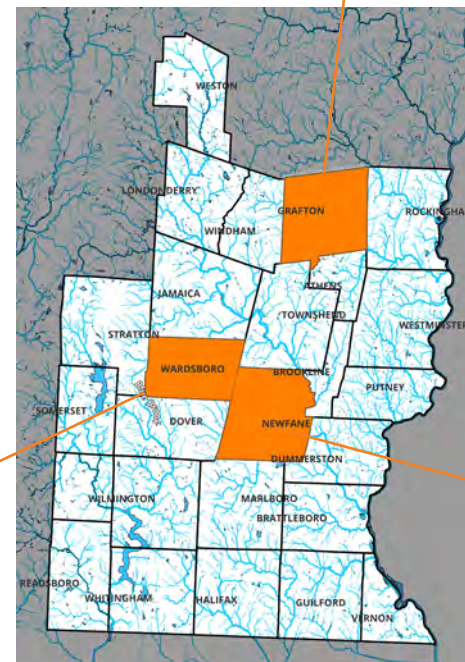
Grafton Village, photo courtesy of Mountain Hearts Photography

GRAFTON

"Varied topography and distance from the commercial or resort centers have kept the town small and have forestalled, thus far, the pressures for rapid growth and large-scale development affecting many nearby towns... the Town intends to accommodate the resulting needs for housing and other facilities and services without detracting from its present character."

-Grafton 2020-2028 Town Plan

Population: 645
Total Area: 38.4 square miles
 (According to 2020 census data)



NEWFANE

"Each village is a uniquely clustered settlement, dominated by older, historic homes with small commercial and community-related services. These village centers are surrounded by a more rural, forested landscape which has experienced residential growth over the years. Housing development has been targeted most significantly in many of the more rural, back-road areas of the community."

-Newfane Hazard Mitigation Plan, 2024

Population: 1,645
Total Area: 40.4 square miles
 (According to 2020 census data)



Newfane Village, Windham County's Shire Town (County Seat) photo courtesy of Newfane Town website

NEW DEVELOPMENT CRITERIA

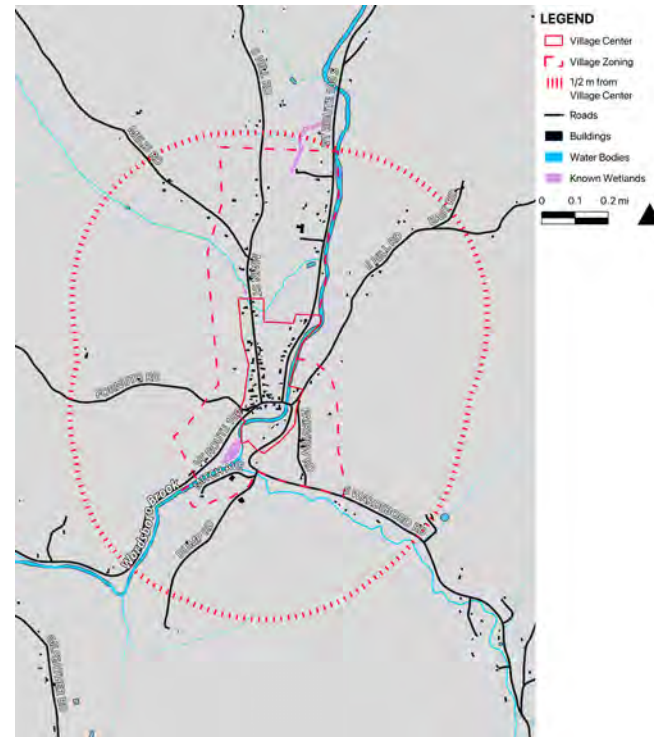
The following pages present criteria that can be used to help answer the question of where to develop (Process Step #3) using Wardsboro Village as an example. Then in the following section, this criteria, along with an exploration of steps #1, 2, and 4, will be applied to three “pilot towns” in Windham region Vermont.

CLOSE TO VILLAGE CENTER

Many towns in the Windham region have established zoning that identifies where the village centers are and where they would like new development to be located. Using these boundaries as a guide, rather than a hard and fast rule, planners can focus on infill development while staying open to nearby options that fall outside of this boundary.

For towns that do not have village zoning, a rough buffer of 1/2 mile out from the village center can be used to ensure a reasonable amount of room for growth while maintaining good connectivity to existing infrastructure and services.

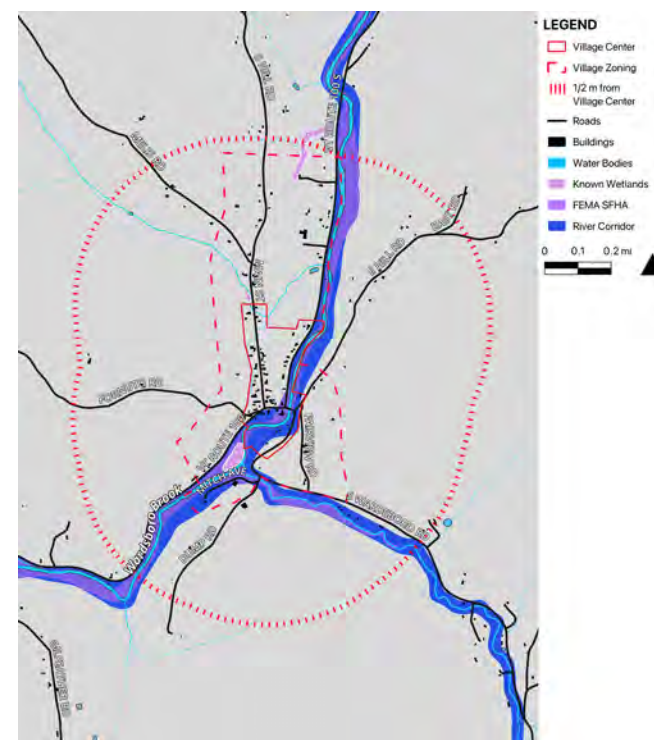
In this example, Wardsboro has village zoning that shows desired growth beyond the current village center. This boundary focuses development along the two main traffic corridors: Route 100 in the east and Main Street to the west.



OUTSIDE OF FLOOD HAZARD AREAS

FEMA data and River Corridor maps provide means of assessing flood vulnerability (with limitations). Using these maps, planners can see where the majority of flood-related hazards are and exclude development in these areas. They can also develop an initial inventory of what critical assets are at risk (e.g., fire station, medical services, utilities, etc.) as well as the amount of vulnerable residential, commercial, or other community resources. Hazard Mitigation Plans often contain more details about specific risk areas and vulnerable infrastructure.

In this example, Wardsboro’s flood and erosion risk zones are shown in purple and dark blue respectively, and are concentrated along Wardsboro Brook, with much of the existing village center lying just outside these areas.

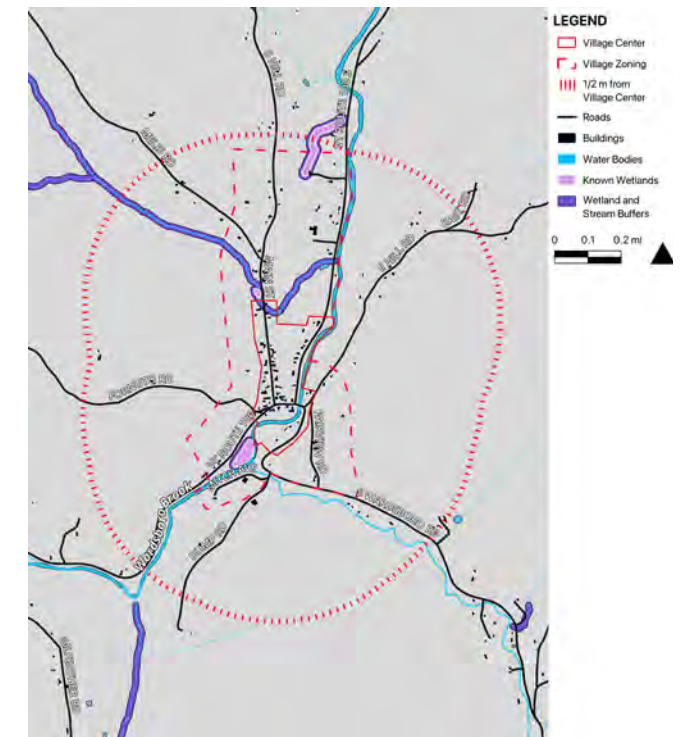


WETLANDS AND STREAM SETBACKS

Known wetlands, including a 50-foot buffer from their edges, are protected by state law so are excluded from consideration.

Additionally, Vermont has mapped 50-foot setbacks from any stream that has a drainage area between 0.25 and 2 square miles. This buffer zone is in lieu of the River Corridor designation that applies only to larger waterways. Excluding these areas serves to avoid impacts to smaller streams and helps to protect developments from potential flooding or stream bank erosion.

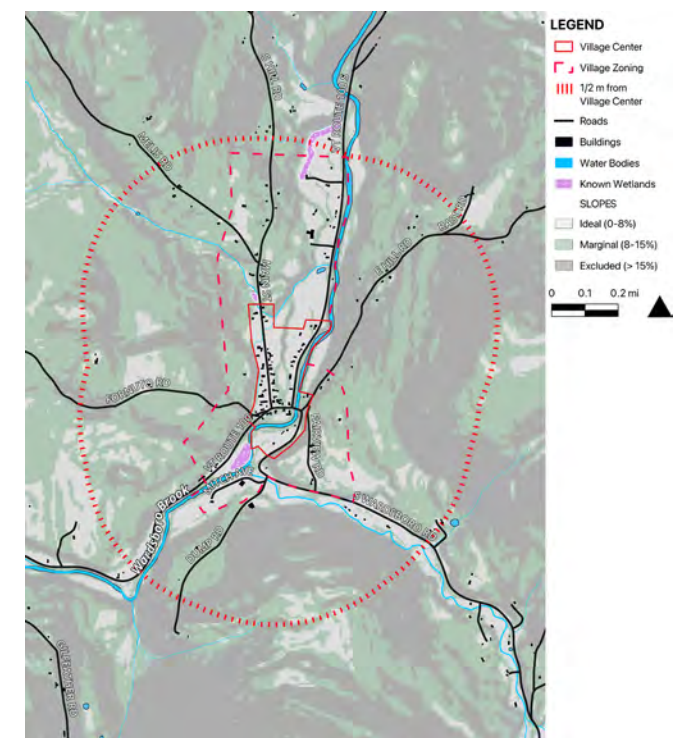
In this example, Wardsboro contains three known wetlands in the north, south and along a major stream that runs along the north side of the village center. This stream is large enough to warrant a 50-ft buffer.



OPTIMAL SLOPES

According to the Federal Department of Housing and Urban Development (HUD), optimal slopes for most development are below 12%. Some town plans will state guidelines for what they believe are an optimal range. Though engineering can make steeper slopes buildable, this study limits buildable slopes to 15% with an optimal range of 0-8%. Restricting development on steeper slopes also helps with potential suitability for septic.

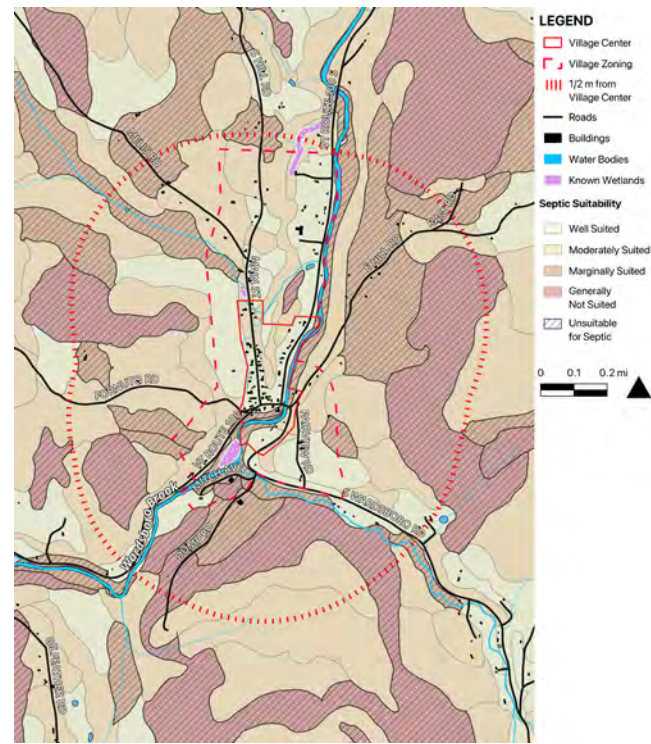
In this example, Wardsboro’s town plan aligns with the slope criteria used in this project. Optimal slopes in Wardsboro are concentrated around the existing village center and along Route 100, Main Street, and Melis Road.



SUITABLE FOR SEPTIC

Since many towns in the Windham region do not have municipal wastewater services and rely primarily on private septic systems, the suitability of soils to handle septic is an important consideration for development. Vermont has classified the state's soils as: Well Suited, Moderately Suited, Marginally Suited, and Generally Not Suited. This model limits potential development sites to the first two categories and unsuitable areas have an additional black cross-hatching.

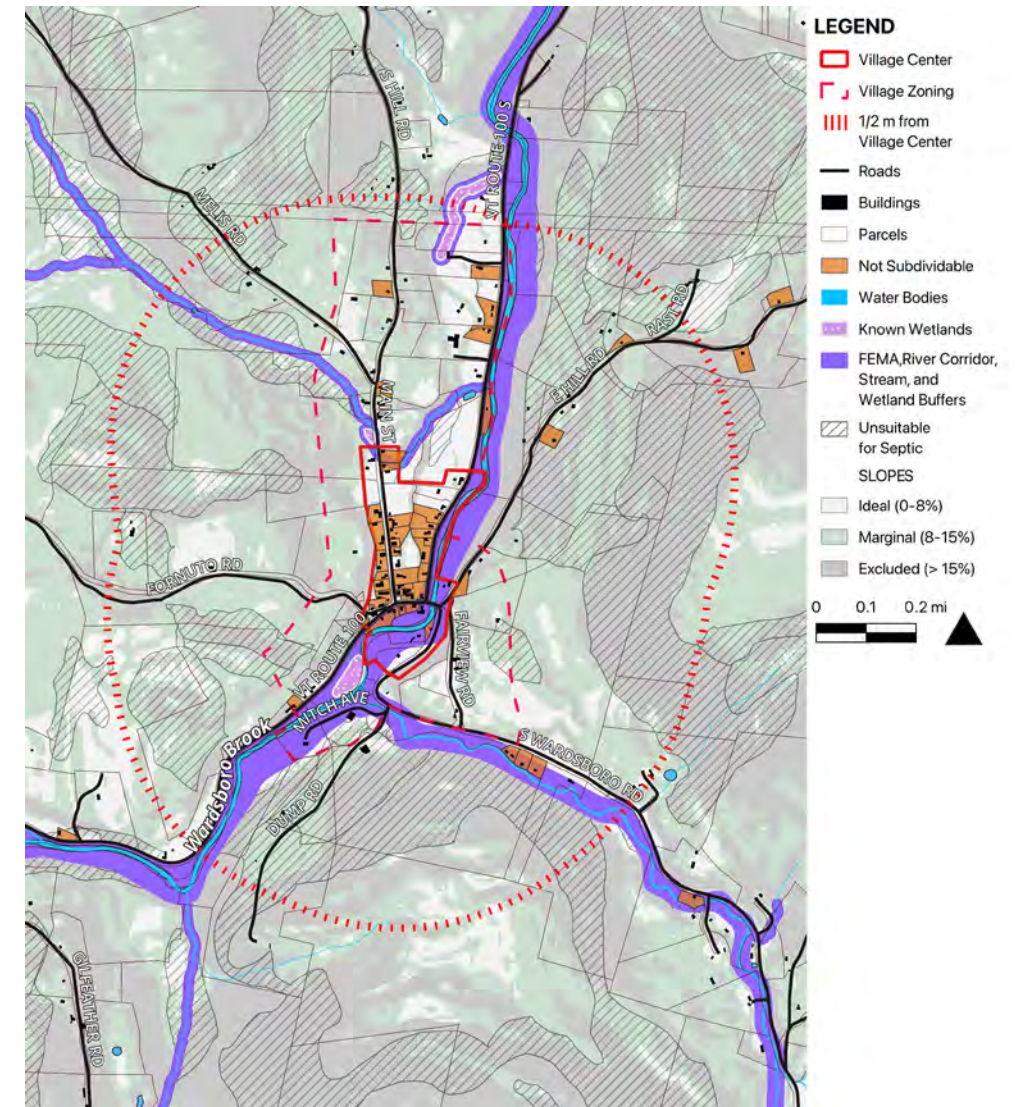
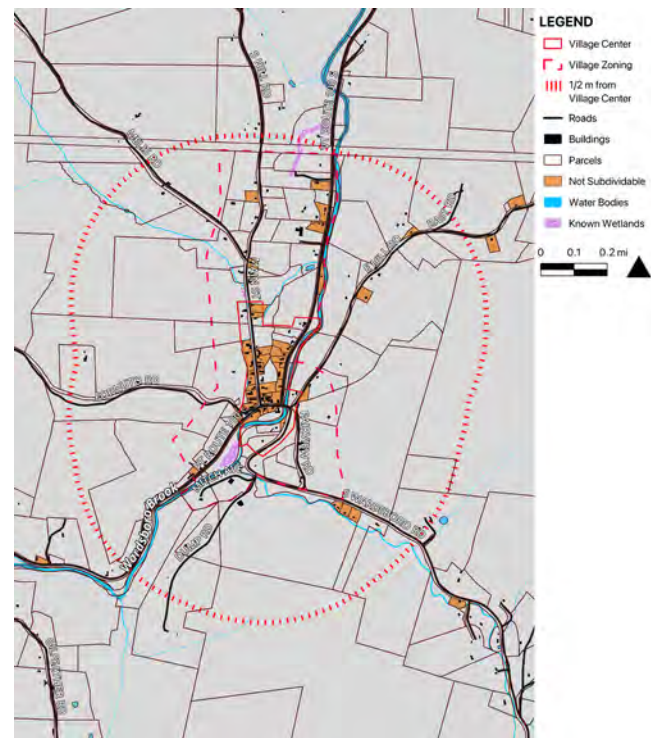
In this example, the majority of soil types in Wardsboro are mapped as suitable for septic. Unsuitable areas share some overlap with steep slopes and are also concentrated along the rivers.



SUITABLE PARCEL SIZE

Subdividing parcels allows for increased density. Most town plans contain minimum lot sizes set by the town's zoning ordinances. For the purposes of this project, parcels with buildings on them and less than 1 acre in size are excluded from consideration because they would not meet a minimum lot size of 1/2 acre after subdivision.

In this example, Wardsboro has a minimum lot size of 1/2 acre, so the chosen criteria aligns with this particular case. Excluded lots are concentrated in the village center which means any new subdivisions would need to be farther out within the growth boundary.



SUMMARY EXCLUSION MAP

Putting this analysis all on one map produces a summary of areas that are excluded from development consideration. To increase readability, the following alterations are made:

- FEMA and River Corridor zones are combined with the wetland and stream buffers and shown as the color purple.
- The septic suitability rating is simplified to only show unsuitable areas excluded from development with a black cross-hatching.

With these areas excluded, potential suitable development sites can be found where the map is mostly white with some green. These sites have ideal or marginally ideal slopes, soils suitable for septic, are outside of flood-hazard and wetland or stream buffer areas, and are located on a parcel that either doesn't have an existing building, or is large enough to be subdividable.

ADDITIONAL CONSIDERATIONS

Once generally suited areas are identified, the following considerations can be taken into account:

ROAD ACCESS

Siting development close to major traffic corridors will help towns maintain a compact yet connected village. Since this project focuses on infill development, most parcels will be serviced by existing roads. Many towns have minimum road frontage requirements for new developments in their zoning bylaws. Potential flooding and the vulnerability of existing or planned roads and drives should be considered.

UTILITY CONNECTIVITY

Most towns in the Windham region rely on private wells for a majority if not all of the town's water needs. Internet and power are less likely to be limiting factors in village centers though connectivity might be a consideration for developments farther afield.

CONSERVATION LAND

Since this project focuses on infill development, conserved lands are less of a limiting factor, as the majority of conservation land exists outside village centers. If land that is suitable for infill development is conserved, the conservation easement would have to be consulted to see what, if any, development is permitted. Towns can advocate for land conservation while also recommending exclusion areas to be reserved for flood-smart development.

TREE COVER

Forested land contributes to flood resilience. These areas act as sponges, contributing to the land's ability to retain water and limiting how much runoff enters the waterways, thereby potentially reducing flood-related hazards. Deforestation at development sites should be kept to a minimum in areas prone to runoff, while prioritizing opportunities to reforest previously cleared land.



Photo by Kate Cholakis

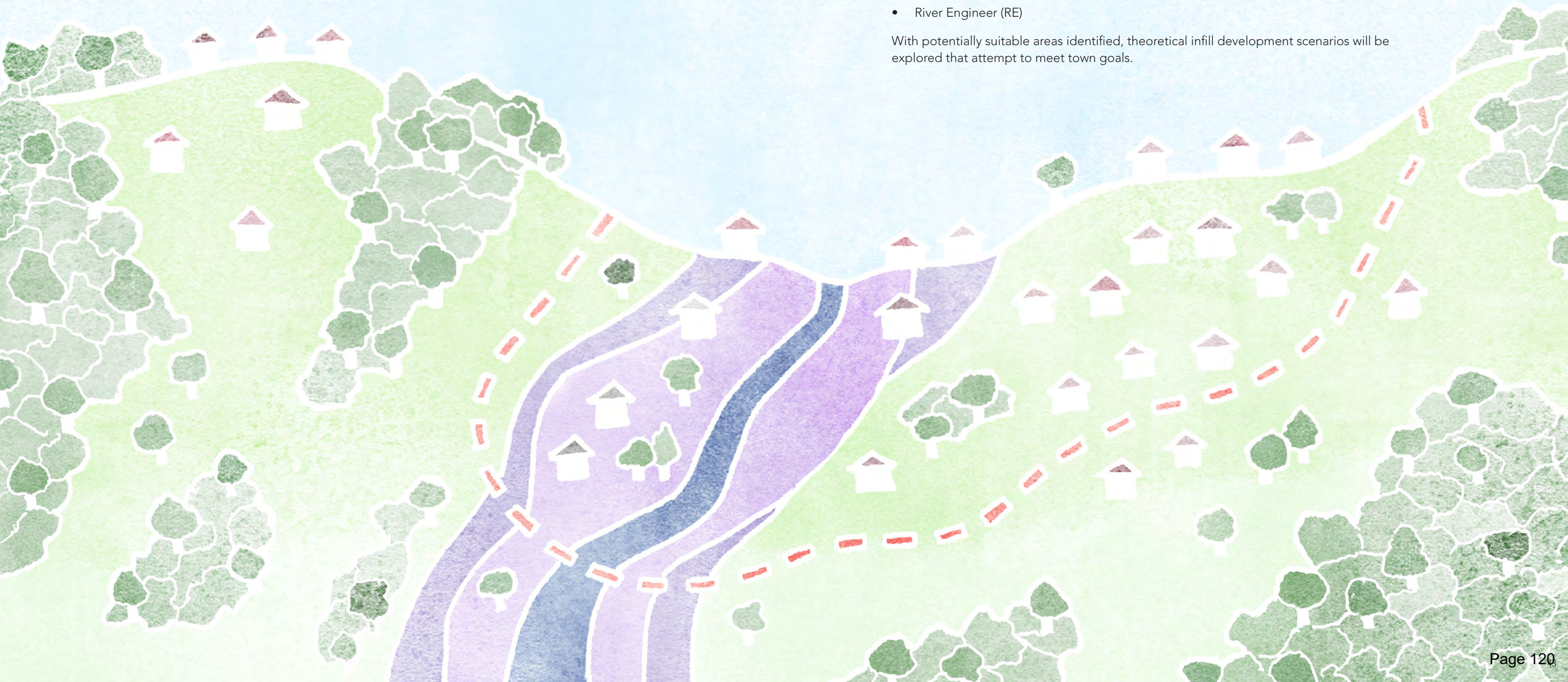
PILOT TOWN SCENARIOS

When the exclusion summaries created in the last section are combined with an assessment of village center existing conditions, town goals, and hazards, potential development sites come further into focus. Planners can then determine where flood-adapted development might be sited and how it can contribute to the town's development needs.

The following pilot town summaries draw from a variety of sources to paint this picture and are keyed as follows:

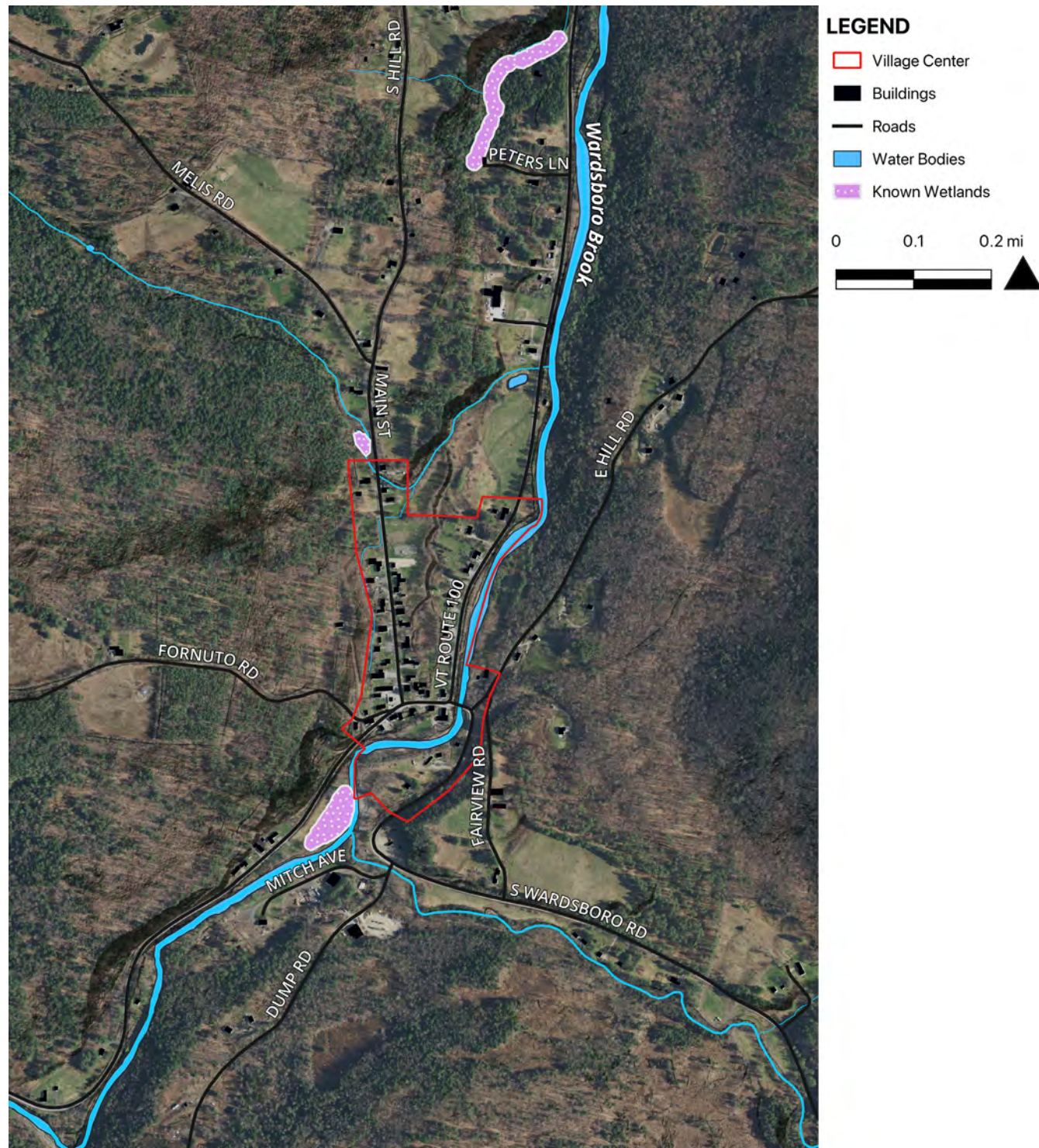
- Town Plan (TP)
- Hazard Mitigation Plan (HMP)
- Planning Commission Members (PCM)
- River Engineer (RE)

With potentially suitable areas identified, theoretical infill development scenarios will be explored that attempt to meet town goals.



WARDSBORO VILLAGE SUMMARY

Existing Conditions



EXISTING CONDITIONS

Wardsboro is located in the Green Mountains, near Stratton Mountain and Mount Snow, two of southern Vermont's large ski areas. The town is ninety percent forested and much of the town is defined by steep slopes not suited to development. Much of the development in the town is found along the historic roadways that run through the valleys alongside rivers and streams.

The town of Wardsboro includes three village centers, Wardsboro, West Wardsboro, and South Wardsboro. Wardsboro Village is the focus of this project, as it "functions as the center of civic and commercial activity in the town" (Town Plan). Both Wardsboro Village and West Wardsboro are located on Vermont Route 100, which runs alongside the Wardsboro Brook and is the main transportation route for the West River Valley. Wardsboro Brook is a tributary of the West River, part of the Connecticut River watershed. Tributaries enter the Wardsboro Brook just south and north of Wardsboro village. The tributary to the south runs along the South Wardsboro Road, one of the roads connecting Wardsboro to Newfane and the site of the greatest extent of fluvial erosion in Wardsboro (Hazard Mitigation Plan).



Wardsboro Village looking south

DEVELOPMENT GOALS

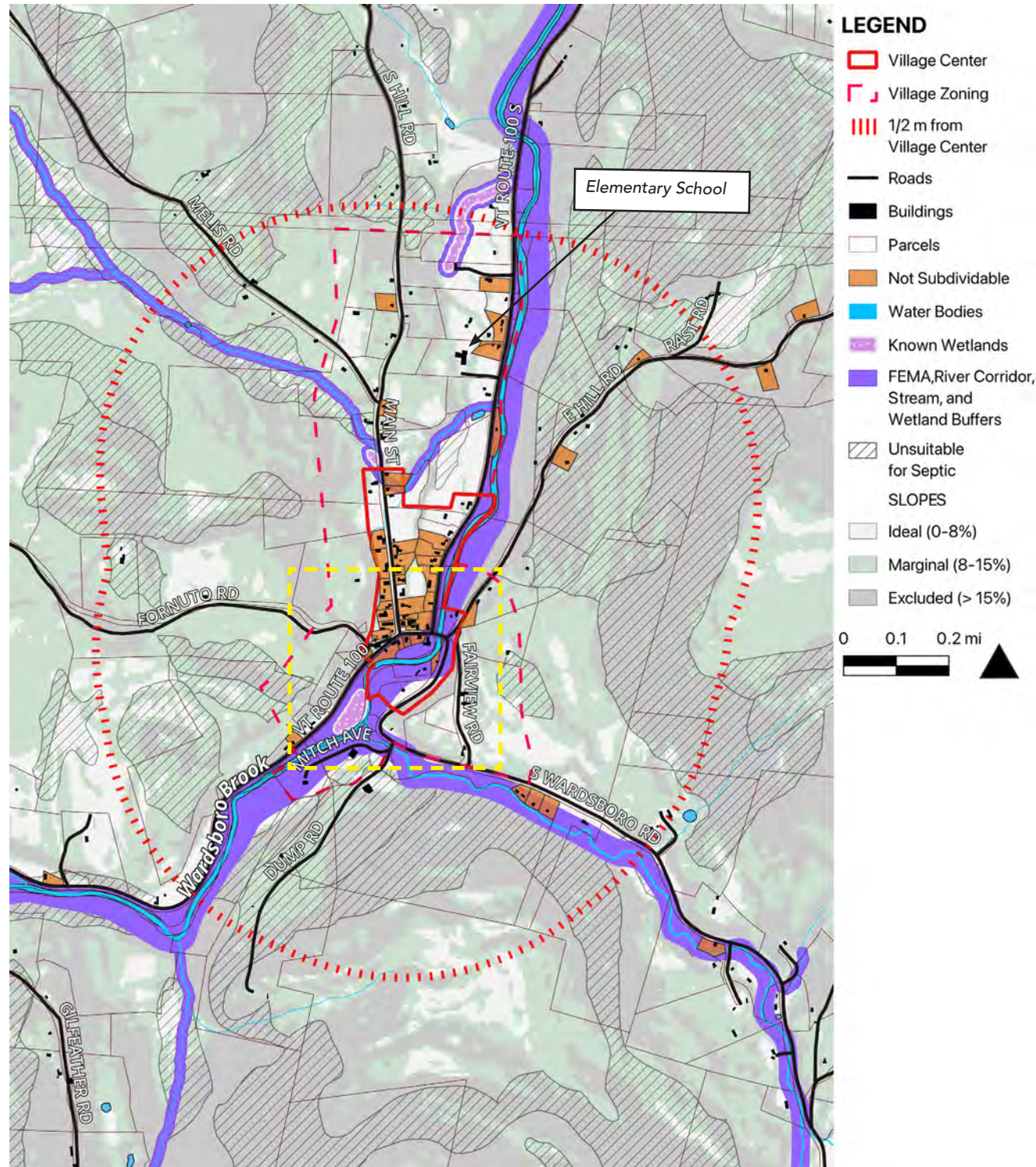
Identified by the Town Plan (TP), Hazard mitigation plan (HMP), and Planning Commission Members (PCM)

- "Allow both infill development and appropriate reuse of vacant or underused existing structures in the Villages. Carefully plan new development so as not to affect the existing carrying capacity with respect to septic systems and water supplies." (TP p.21)
- "Promote safe and affordable housing for all segments of Wardsboro's population." (TP p.89)
- Desire to attract younger residents and families. (PCM)
- Desire to provide options for seniors to downsize and age in place. (PCM)
- Walkable and bikeable village center (TP)

WARDSBORO VILLAGE SUMMARY

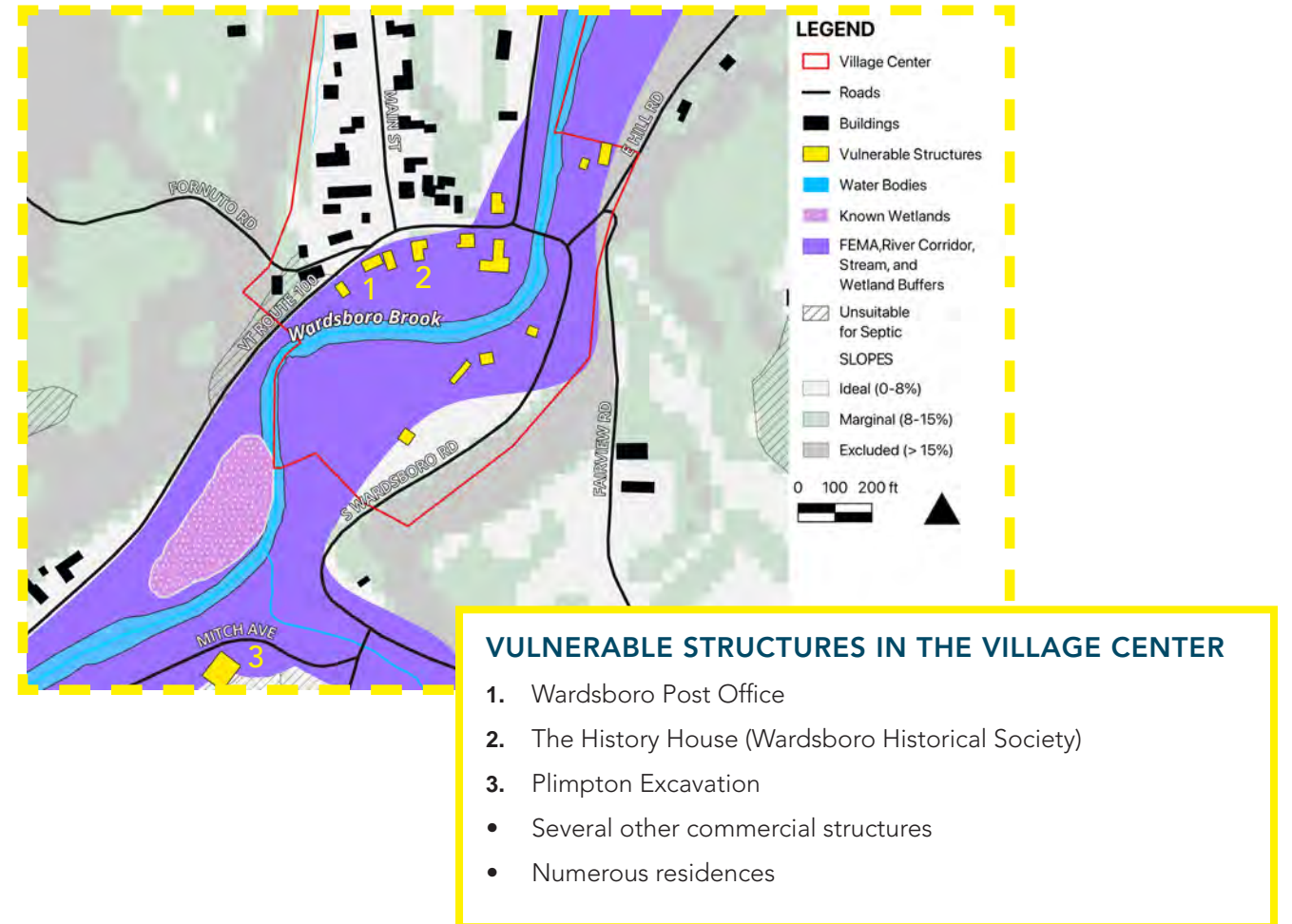
Applying the exclusion criteria, as defined on pages 36 to 39, to available geospatial data produces the map below. Potential suitable development sites can be found where the map is white (ideal slopes) or green (marginally suitable slopes) without cross-hatching (suitability of soil for septic).

Summary Exclusion Map



Identifying structures vulnerable to flooding and erosion (those located in the river corridor or FEMA SFHA) and other potential flood hazard areas based on mapping and community input can help guide the prioritization and siting of future infill development projects.

Vulnerable Structures in Wardsboro Village



AREAS OF CONCERN

- Parts of the Wardsboro village center lie within the VT ANR River Corridors and the FEMA Special Flood Hazard Areas. These areas, plus the wetland and large stream buffers, are all mapped in lavender.
- Potentially vulnerable structures that lie in these areas are shown in yellow and include 14 residential units and several commercial and community structures.
- A special area of concern is Route 100 (also shown in yellow), which runs alongside Wardsboro Brook in the northeast part of the village. Route 100 was damaged during Hurricane Irene and subsequently rebuilt. It's reasonable to expect more damage to happen to this road in the future, especially at meander bends and where tributaries cross under the road via culverts (HMP, PCM).
- Wardsboro to Newfane and the site of the greatest extent of fluvial erosion in Wardsboro (HMP).
- Wardsboro Elementary also doubles as the community's emergency shelter and is accessed solely by Route 100. In the event this road becomes impassable due to flooding, the town's only emergency shelter would become inaccessible.

WARDSBORO VILLAGE SUMMARY

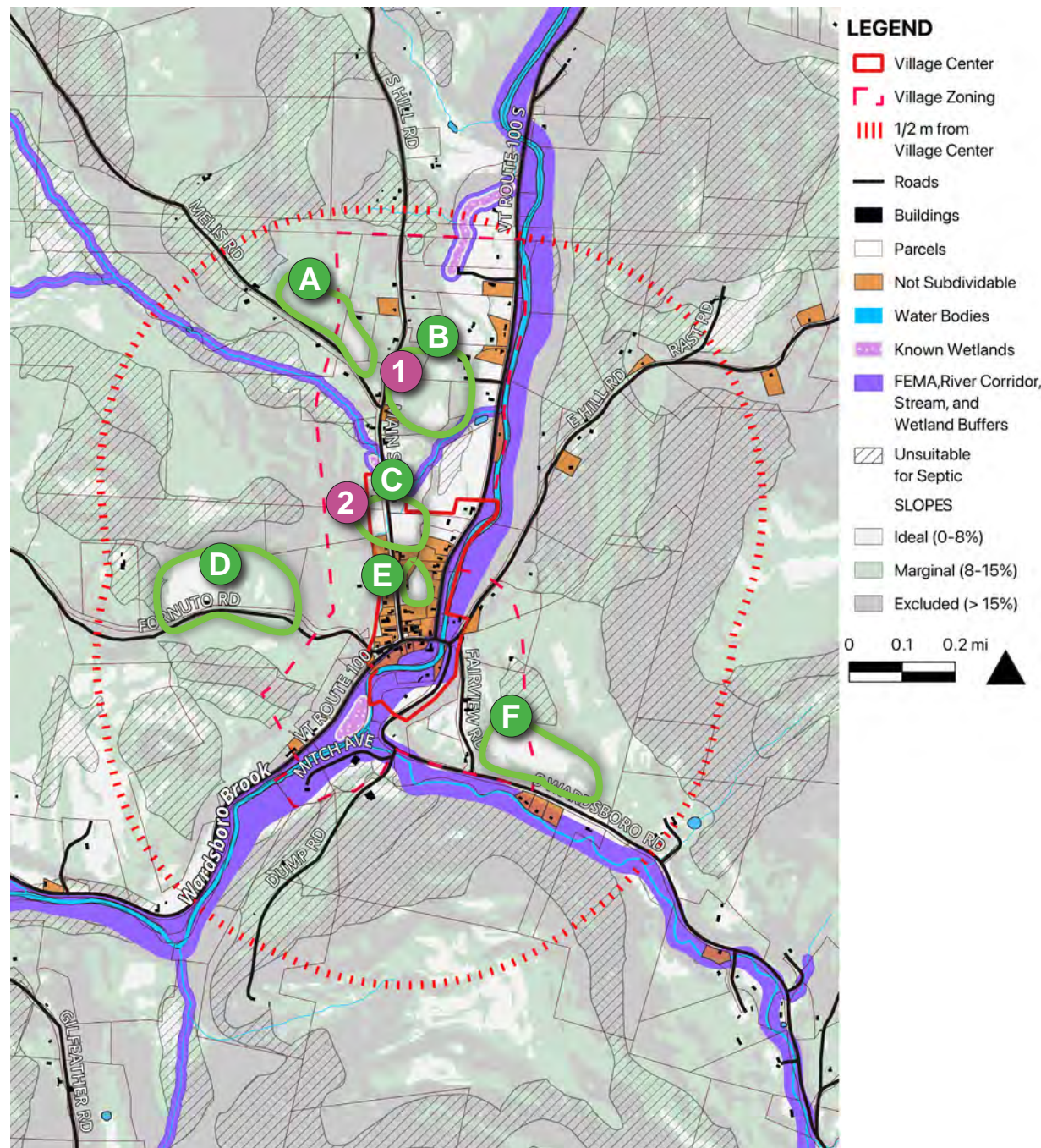
The summary exclusion map below highlights potentially suitable development sites, outlined in green. These areas:

- Do not fall in the exclusion zones based on the development criteria.
- Have road frontage on or potential driveway access to town roads.

Though the town has identified the corridor along Route 100 as preferable for growth, this road is vulnerable to flood and erosion hazards so sites along this road are excluded from consideration in this model.

(As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.)

Potential Development Sites



- A** This area off Melis Road has moderate slopes but good access to the road and the village center. There are large parcels here that could be sub-divided with existing cleared areas that may currently be or were once agricultural fields.
- B** This area is right off Main Street with good connectivity to the village center. Moderate slopes exist with some ideal slopes and cleared areas. The proximity of these parcels to Wardsboro Elementary could be a good opportunity to locate housing appealing to families.
- C** This area is right off Main Street and part of the village center proper with both ideal slopes and cleared areas. Part of this area is the skate park and ball field which could be a good opportunity to locate housing appealing to families.
- D** This area off Fornuto Road has a mix of ideal and moderate slopes with larger parcels that could be subdivided. Extensive tree cover in this area would require some clearing.
- E** This parcel is in the middle of the village center so could be an ideal infill opportunity. It is large enough to be subdivided so a new building could be built behind the existing building with a driveway easement enough road frontage to satisfy zoning requirements and access needs.
- F** This area contains ideal slopes and fields previously cleared for agriculture. Though this area is not mapped as being at risk of flooding, its proximity to the eastern tributary of Wardsboro Brook potentially makes it a higher risk zone.



Theoretical development scenarios will be explored on two parcels (1 and 2) that lie within these suitable areas, prioritizing proximity to the village center.

1 This parcel is off Main Street and adjacent to Wardsboro Elementary. Though steeper slopes and a wooded area constrain this site to some degree, some flatter and already cleared areas, as well as its proximity to the elementary school, make it an appealing place to site housing geared towards young families.

2 This parcel off Main Street is within the village center and across from the softball field and skate park, and features a flat, cleared area near to the elementary school, make it an appealing place to site housing geared towards young families.

WARDSBORO DESIGN SCENARIOS

PARCEL 1: SCENARIOS 1A AND 1B

The first two scenarios show different housing densities currently allowed by Wardsboro's zoning regulations. Scenarios are applied to the six-and-a-half acre lot (parcel 1) neighboring the elementary school and are intended to provide housing options for younger families.

ALTERNATE EMERGENCY SHELTER ACCESS

The elementary school's dual role as an emergency shelter is considered by ensuring that the new road built for these developments can double as an alternative means of access to the school in the event that Route 100 becomes unusable due to flooding. This drive can be closed to vehicle access with bollards in non-emergency situations, allowing pedestrian and bicycle access between the new development and the school.

VILLAGE WALKING TRAIL

If trail easements are made along the eastern border of this property and along the properties to the south, there is potential for a connecting pedestrian and bike trail within the wooded corridor running south towards the village center.



Conceptual trail map

PARCEL 1 DETAILS AT A GLANCE

- 6.41 acres
- Privately owned
- No existing structures
- Adjacent to Wardsboro Elementary
- North of Village Center
- Accessed from Main Street
- partially forested, partially cleared



As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.

SCENARIO 1A: SIX-UNIT MULTI-FAMILY HOUSING

This scenario sites a six-unit apartment or condo along Main Street on the west side of parcel 1. Multi-family buildings are usually more cost-effective to construct than single-family buildings, which can make home ownership or renting more affordable. Six units on one lot is the maximum allowed by Wardsboro's current zoning laws.

With density concentrated in a single structure, impermeable surfaces are reduced compared to a single-family home subdivision. This allows more of the land to remain forested; trees intercept rainfall and help limit the amount of runoff entering Wardsboro Brook during heavy rainfall events, thereby reducing the potential for flooding and erosion.



NEEDS ADDRESSED

- More affordable housing options for younger families close to the school.
- Small building footprint minimizes impermeable surfaces and runoff.
- Improves flood and other hazard resilience by creating an alternate vehicular access route to the community emergency shelter.
- Trail extending to village center would contribute to village walkability and bikeability.

CHALLENGES

- The access road between the school and new building cuts across a section of steep slopes which might increase the cost of its construction and require some tree removal.
- A large multi-family unit looks different from the single-family homes in the area.
- Soils on site are mapped as suitable for septic but further assessment will be needed to determine actual capacity.

SCENARIO 1B. SINGLE-FAMILY SUBDIVISION

In this scenario, parcel 1 is subdivided into nine 1/2 acre lots with single-family homes. This is an example of maximum density infill housing if the homes are single-family and the lot sizes are the minimum prescribed by zoning laws (1/2 acre). Two homes are accessed by the Main Street frontage while seven are served by a new road. To adhere to current zoning laws, this new road is given a 50-foot easement (25' from its center line).



NEEDS ADDRESSED

- Increases housing near the village center and the school.
- The density and form of the two street-facing homes are similar to that of the neighborhood.
- Improves flood and other hazard resilience by creating an alternate vehicular access route to the community emergency shelter.

As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.

CHALLENGES

- The long road creates more impermeable surface than scenario 1 but its alignment avoids the steepest section of slope on its way to the school.
- Single-family homes on individual lots can be less affordable than multi-family options.
- Increased land needed for single-family homes requires more tree clearing, regrading of topography, and impermeable surfaces, potentially increasing runoff if stormwater measures are not put into place.
- Soils on site are mapped as suitable for septic but further assessment will be needed to determine actual capacity and appropriate siting of leach fields.

PARCEL 2: SCENARIO 2 VILLAGE CO-HOUSING

On a subdivided parcel (2) on the west side of Main Street., this scenario explores what a housing development might look like if a village wastewater system was built or zoning laws were changed to allow for increased density in situations where septic suitability allowed it.

The nearly ten-and-a-half acre lot is subdivided to create a roughly one-acre parcel with 230 feet of Main Street frontage and a fifty-foot road easement. An additional twenty-foot easement along the north end provides access to the remaining larger parcel to the west.

This co-housing-style development consists of seven single-family units with a 400-square-foot footprint each. These small single- or two-story dwellings could be suitable for seniors looking for an affordable way to downsize and age in place, or individuals and couples without children. The small size increases affordability while the convivial arrangement encourages neighborly connection, resource sharing, and communal gardening in a car-free interior courtyard.

PARCEL 2 DETAILS AT A GLANCE

- A one-acre subdivision of an existing 10.39-acre parcel
- Privately owned with no existing structures
- Northwest end of Village Center and accessed from Main Street
- Mostly cleared, flat land near road, with wooded area sloping up to the west
- Accessed from Main Street



Even though this scenario increases density beyond current zoning maximums, the smaller one- to three-bedroom unit size limits the number of people in each unit. If the soils are deemed suitable enough in terms of septic capacity, an exception to the minimum lot size could be made in order to prioritize dense affordable housing. Alternatively, if municipal wastewater is built, developments like this one become much more feasible.



Perspective view of village co-housing, looking west

NEEDS ADDRESSED

- Increased housing density near the village center.
- Provides affordable options for seniors to downsize or individuals working from home.
- Using small building footprints creates space for more vegetated land to absorb surface runoff and reduce down-stream flooding and erosion risks.
- Co-housing can increase community connection and resource sharing.

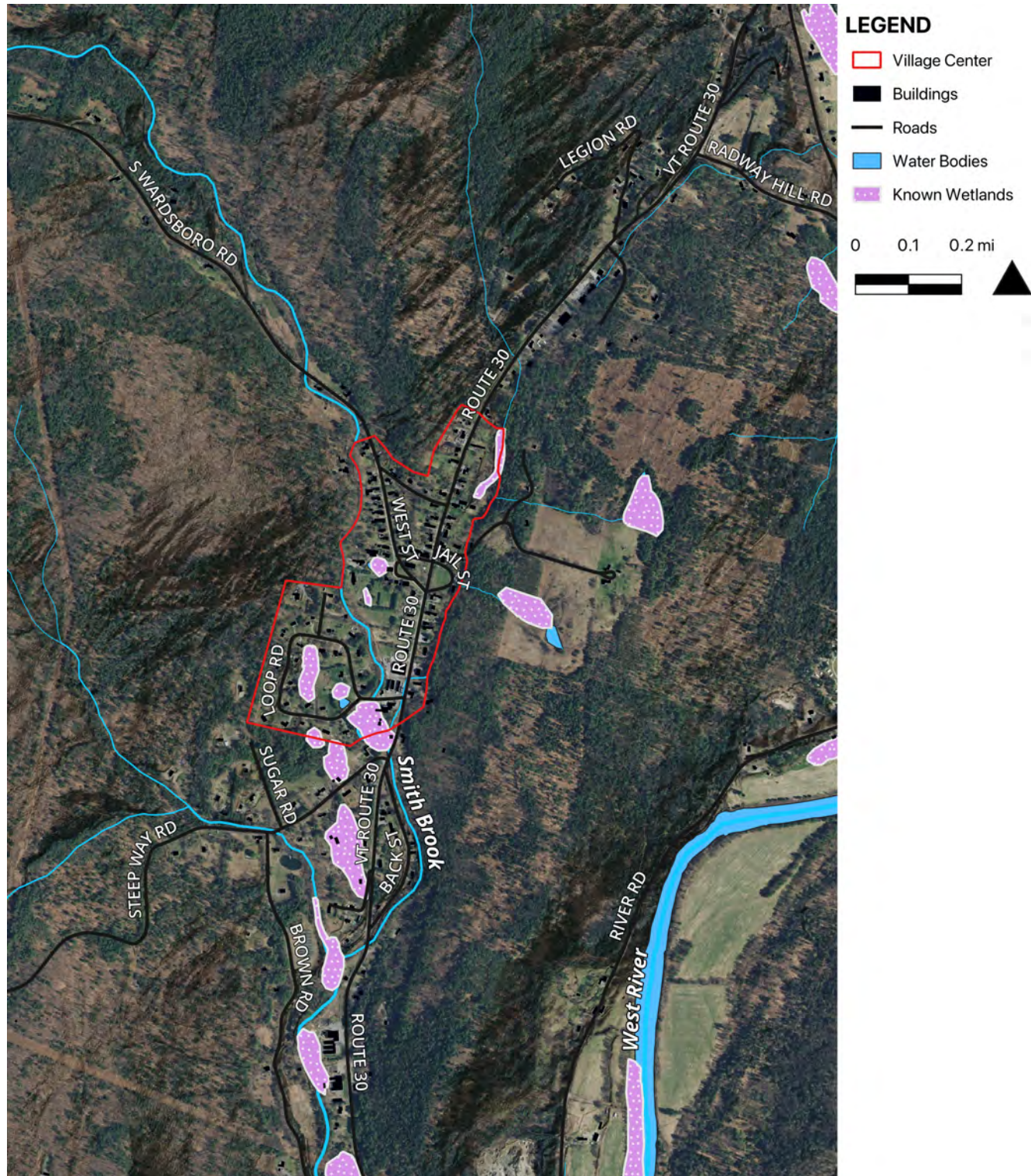
CHALLENGES

- Separated parking area might decrease accessibility.
- The form of the development is visually distinct from existing development styles.
- Soils on site are mapped as suitable for septic but further assessment will be needed to determine actual capacity and appropriate siting of leach fields.

As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.

NEWFANE VILLAGE SUMMARY

Existing Conditions



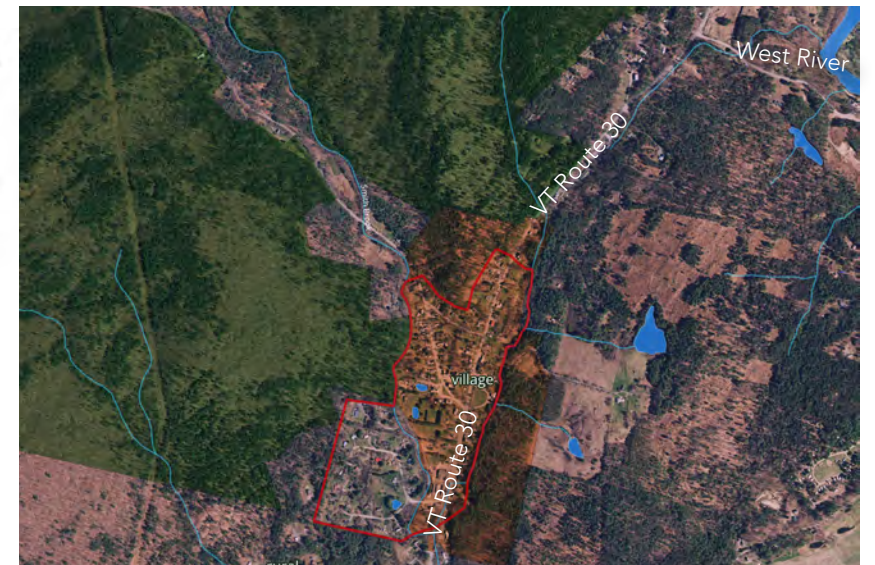
EXISTING CONDITIONS

Newfane is the “shire town,” or county seat, of Windham County Vermont. It includes the central Newfane Village, along VT Route 30, and two other village centers, Williamsville and South Newfane, on the Dover Road in the southwest portion of town. The Rock River and the West River are the dominant water bodies in Newfane, with several brooks also crossing the terrain. Many perennial and intermittent streams flow down from the hills and into the larger brooks and rivers, particularly during wet seasons and high precipitation events. These water bodies supplied water to the industry of the past, and settlement is generally clustered alongside them.

LAND USE PATTERNS

Newfane’s current zoning and mapped future land use districts provide a road map for discerning potentially desirable sites for future development. Central to the existing settlement pattern is the Village zoning. This is a fairly small and strictly defined area around the village centers. Village zoning allows for the densest development of a mix of uses. Surrounding the village-zoned area is the rural district, where low- to medium-density housing and business could be sited. Further outward is the resource zoning district, which is meant to prioritize conservation of natural resources like headwaters, contiguous forest land, and wildlife habitat. The zoning in Newfane strongly supports the future land use goals of the region as whole of compact settlement surrounded by undisturbed nature.

Newfane Zoning



DEVELOPMENT GOALS

Some goals of the town as articulated in the Town Plan and Hazard Mitigation Plans are:

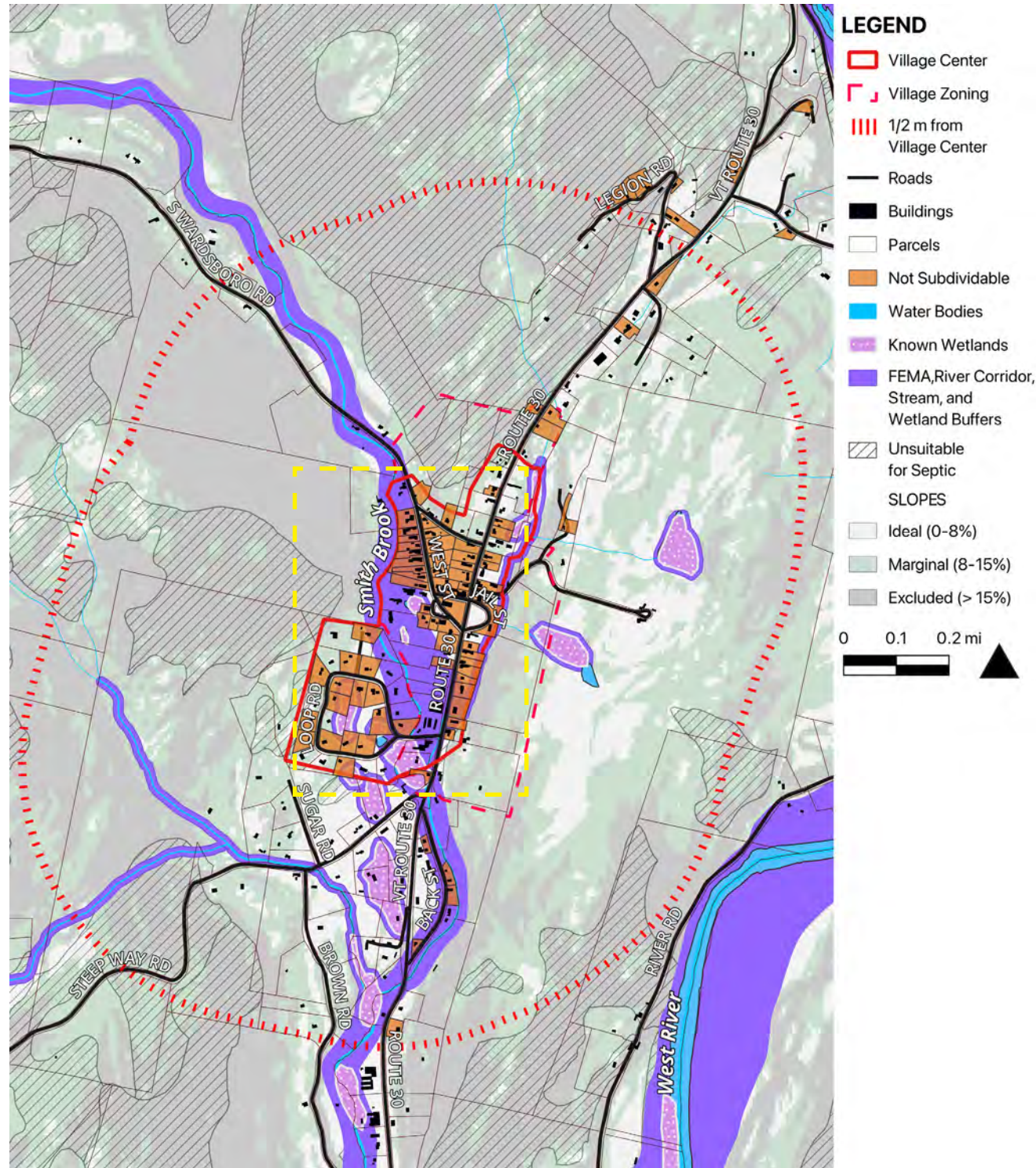
- to protect floodplains, river corridors, land adjacent to streams, wetlands, and upland forests
- to maintain historic settlement patterns
- to maintain and improve forest blocks and habitat
- to maintain and enhance recreational opportunities for residents and visitors

A farther goal of the town is “to promote the development of diverse, safe and affordable housing to meet the needs of all Newfane residents, including those of low and moderate incomes.”

NEWFANE VILLAGE SUMMARY

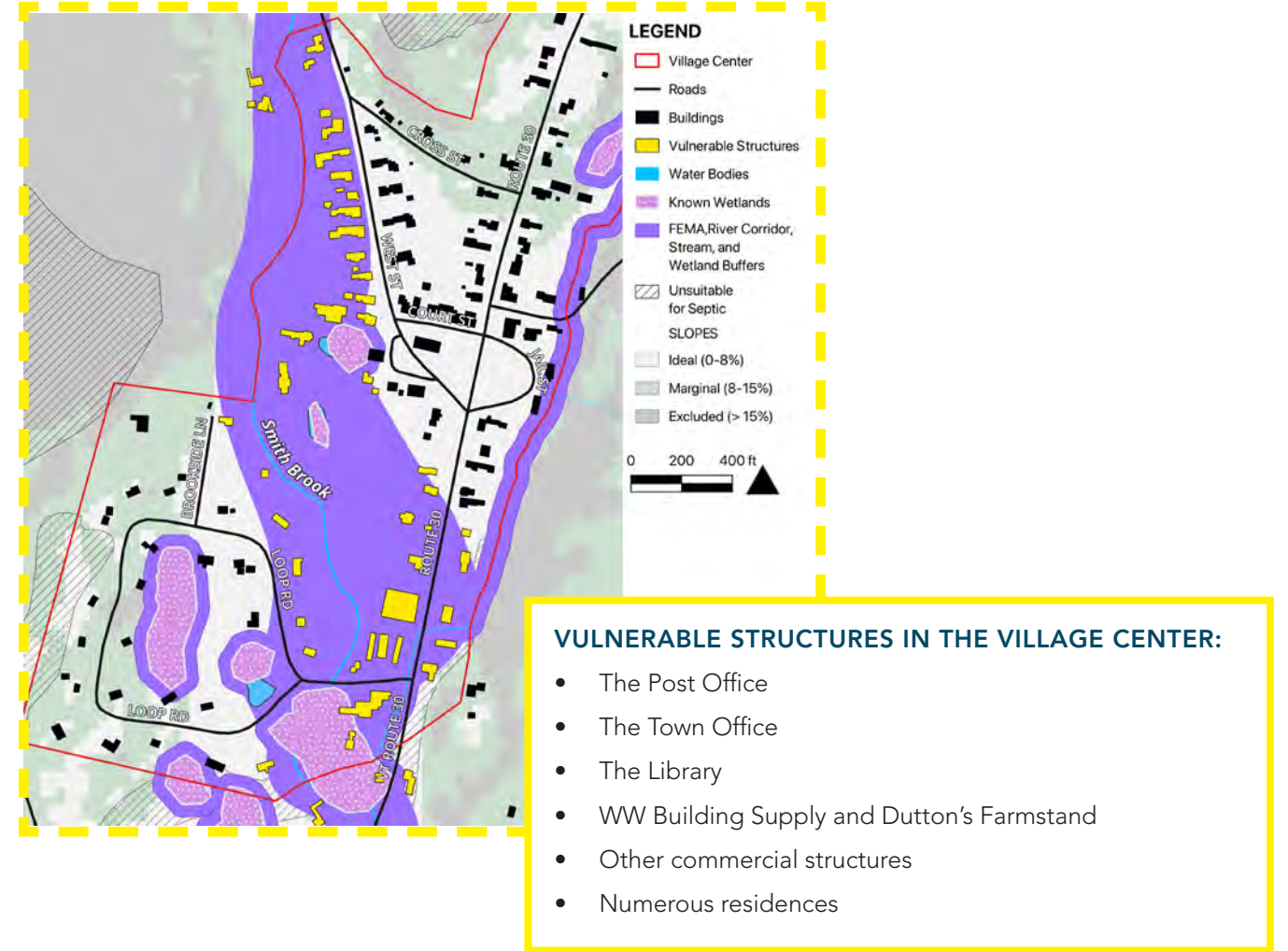
Applying the exclusion criteria, as defined on pages 36 to 39, to available geospatial data produces the map below. Potential suitable development sites can be found where the map is white (ideal slopes) or green (marginally suitable slopes) without cross-hatching (suitability of soil for septic).

Summary Exclusion Map



Identifying structures vulnerable to flooding and erosion (those located in the river corridor or FEMA SFHA) and other potential flood hazard areas based on mapping and community input can help guide the prioritization and siting of future infill development projects.

Vulnerable Structures in Newfane Village Center



AREAS OF CONCERN IN NEWFANE

For this exercise, the focus is on Newfane Village and not the town's other two village centers in southeast Newfane. In the case of Newfane, physical conditions can vary significantly even within a mile; however, many of the goals articulated by the Town Plan and related documents, which are referenced here, apply to the whole town. According to the town's 2024 Hazard Mitigation Plan (HMP), both flooding and fluvial erosion risk is highly likely and will have a critical impact. Vulnerability to these hazards is rated as high.

To plan for flood mitigation and floodplain protection, Newfane has adopted the strictest flood hazard bylaws recommended by the Vermont Department of Environmental Conservation.

The main thoroughfare, VT Route 30, runs between two flood hazard zones precisely where the historic village center is located. This area has suffered severe flooding in the past and as a result is heavily armored and fortified with culverts.

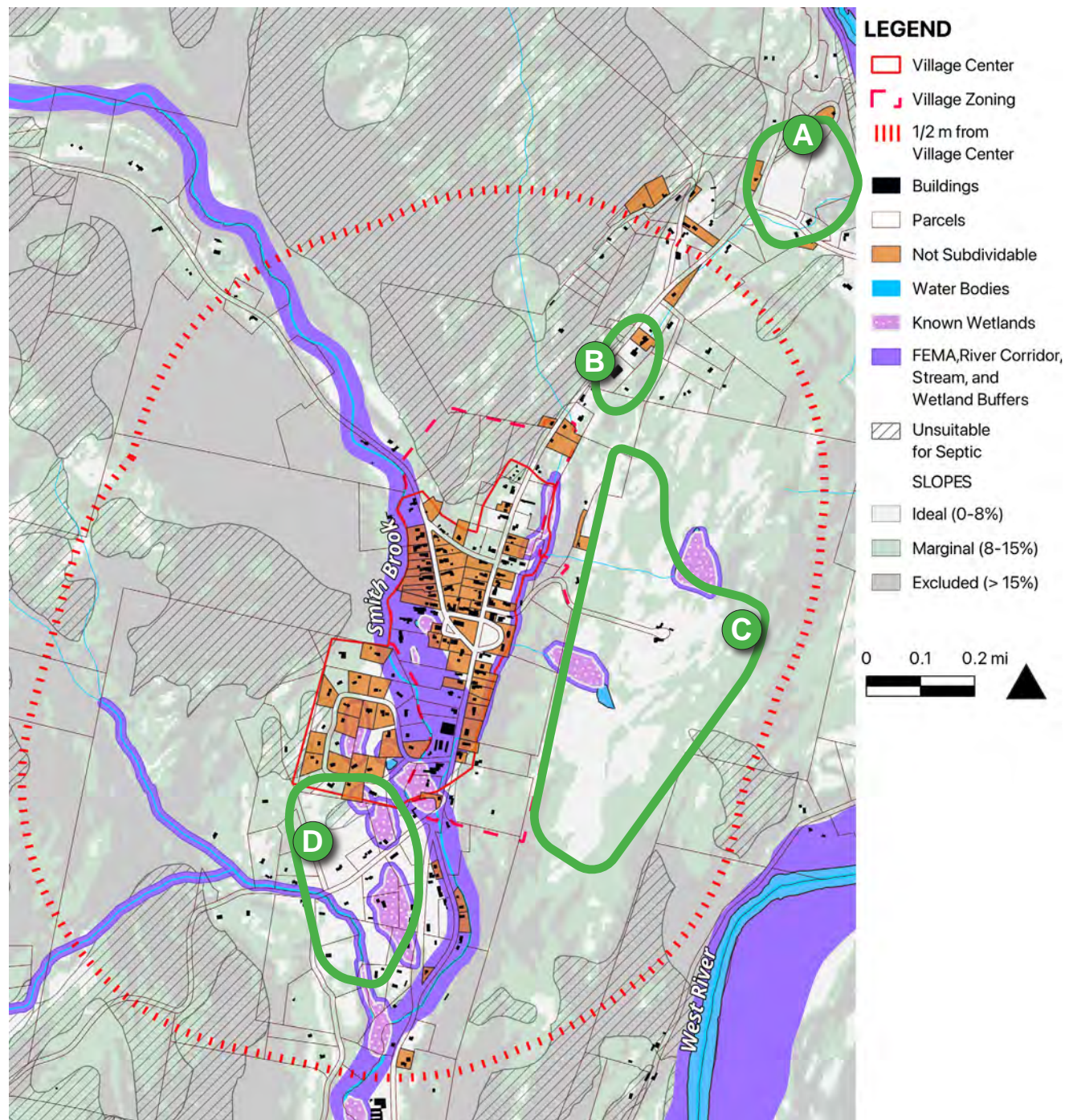
NEWFANE VILLAGE SUMMARY

The summary exclusion map below highlights potentially suitable development sites, outlined in green. These areas:

- Do not fall in the exclusion zones based on the development criteria.
- Have road frontage on or potential driveway access to town roads.

(As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.)

Potential Development Sites



UNDERUTILIZED PARCELS AND BUILDINGS

Identified by Planning Commission Members and Public Outreach

- The Flea Market site on Route 30 at the intersection of Radway Hill Road (Area A below)
- Cemetery Hill above Newfane Village (Area B below)
- Parcels uphill from the Smith Brook on Brown Road (Area C below)
- Union Hall and Williamsville Hall *
- Dewitt's Field in Williamsville off Grimes Hill Road *
- A large field on Route 30 near the town line with Townshend *

*These three locations are not discussed further because they exist outside of the Newfane Village area.

A Area A is a flat five-acre parcel 0.9 miles north of Newfane Village. It currently hosts the Newfane Flea Market, and is privately owned. The soils and slope at this location are suitable to septic installation, and it is near to the West River but significantly uphill from flood hazards. It sits about 100 feet above the Base Flood Elevation of the West River.

Assets of this site are the conditions favorable to construction and the potential to increase connectivity with nearby Putney, as well as nearby hiking trails and conservation land. A drawback of this site is that it is greater than 0.5 miles from a village center.

This area will be explored in the Village Expansion Scenario designs.

B Area B contains several suitable, small parcels along Route 30. Though they are outside of the Village zoning district, they have excellent connectivity to the Village Center and could be used in an Infill or Adaptive Reuse scenario to re-site critical infrastructure such as the Town Office, Post Office or the Library.

C Area C contains over 200 acres of varying terrain, the majority of which is suitable to septic. It is uphill from flood risk, and within 0.5 miles of Newfane Village center. Currently, access to the area by paved roads is very limited, and there are two identified wetlands which require caution to build near.

Ultimately, this site is not feasible because it is in the process of being purchased for permanent conservation. This is a good outcome for this area as it also contains wildlife habitat connectivity, wetlands and contiguous forestland.

D Area D contains several parcels that have soils well-suited for development and existing roadways that connect directly into the village center. It is uphill from flood risk, but the nearby Smith Brook has flooded the main access roads to the area in the past.

Lying up-slope and at the confluence of several brooks and perennial and intermittent streams, and known wetlands, makes this a challenging site to build on as development here will increase the town's need to maintain roads and culverts and could jeopardize delicate and important ecosystems.

NEWFANE VILLAGE EXPANSION SCENARIO

A MULTI-GENERATIONAL NEIGHBORHOOD NORTH OF TOWN

Using the new development criteria to locate suitable sites for development, plus community input, the “Newfane flea market” parcel stands out. Situated in the Rural Residential zoning district, it is 5 acres of flat ground with paved road frontage on two sides that are well above the designated River Corridor and the base flood elevation. Use of these existing paved roads to access would help limit the need for increased impermeable surface area. The site is mostly cleared of vegetation, which further reduces the extent of disturbance needed.

Additionally, it is near essential services like the hospital, grocery stores, and recreation sites. There are other sites in this vicinity that could also be subdivided to further increase residential development in this part of town. Newfane could pursue increasing the connectivity from the village district to this site with sidewalks, bike lanes, or public transit. The site itself can serve to foster connection between Newfane and Putney, just to the east.

Currently, the Green Mountain Conservancy is working to conserve 250 acres to the south of this site to connect to the nearby Deer Run Nature Preserve in Putney.

This is an opportunity to support the community and a number of housing goals. Shown in the theoretical design are building typologies that are designed for aging-in-place, workforce housing, or starter homes. There are multi-unit structures and single-family units that could both be adapted to this site; however, zoning reform would need to occur to allow for increased density.

PARCEL DETAILS AT A GLANCE

- 5 acres
- Privately owned with existing structures
- Road frontage on Route 30 and Radway Hill Road
- Relatively flat, mostly cleared land



Bird's Eye View showing topography and West River with new development site.



This map shows the selected site on Route 30, northeast of the village and west of the West River. It sits on a flat plane between the lower river valley and the upper hillside.

PAVING THE WAY FOR ADAPTIVE DEVELOPMENT

Current zoning subdivision bylaws would allow for two units on this site, one per two acre parcel, because it is in the rural district. With smart zoning reform, a design such as this would support 12 units of housing. Increasing building density means more area can be covered in vegetation, and with green infrastructure to manage stormwater, this new neighborhood could be a model for a “spongier” built-environment that mitigates run-off.

FLEA MARKET NEIGHBORHOOD RE-IMAGINED



Riverwalk Trail creates connectivity within the neighborhood and to surrounding woodlands.

Apartment style central building with attached community center or garden-style units.

A mix of single-family and duplex units for an affordable starter home or downsizing to age-in-place.

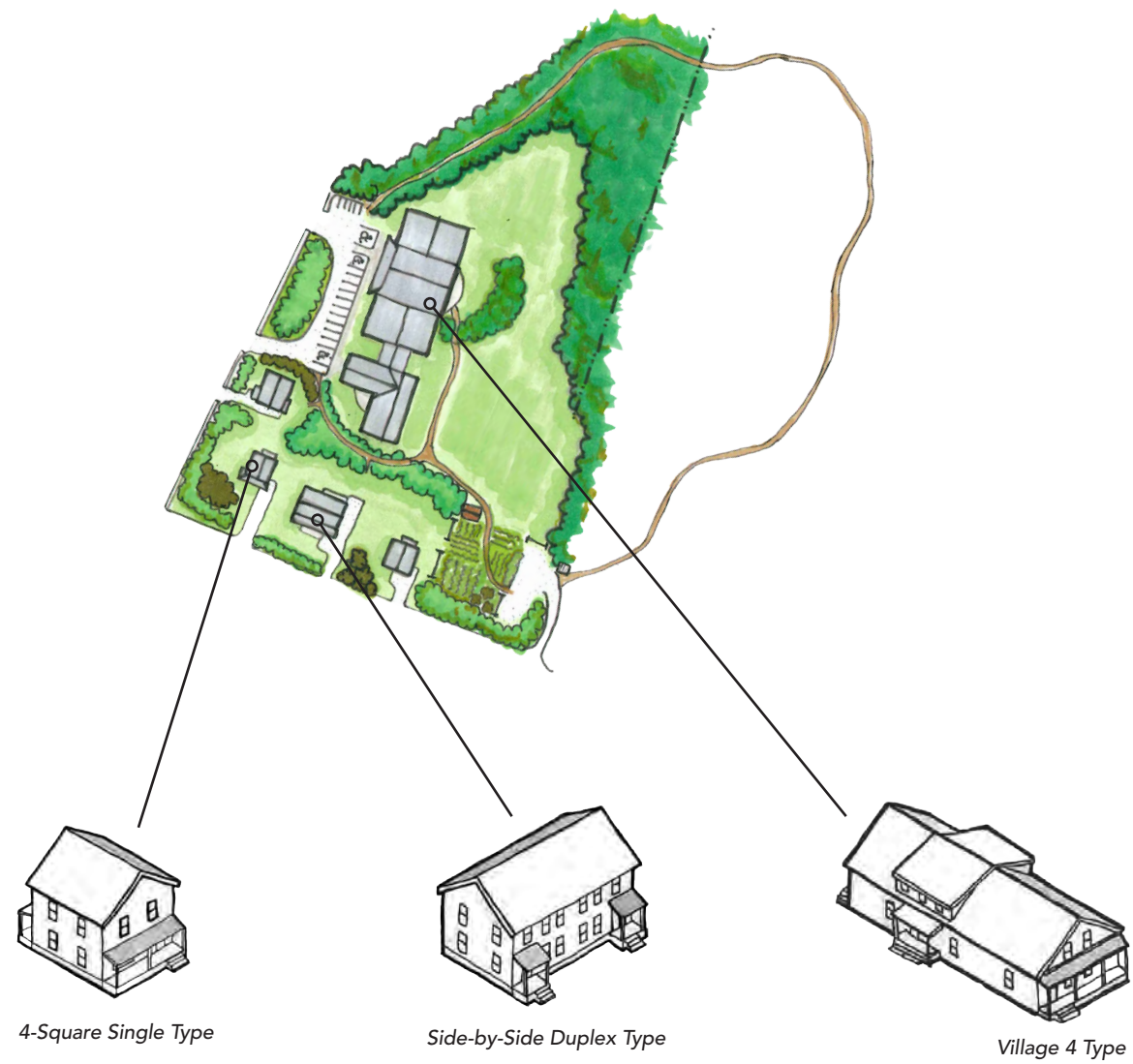
Open gathering space can be used to host the local farmer's market, for community gardening, or as a sports field. Additional parking and access from Radway Hill invites visitors and maintains privacy for residents.

NEEDS ADDRESSED

- Provides housing in a safer location away from flood zones to residents currently living in areas of high flood risk.
- Increases existing housing stock with options for residents across a spectrum of needs.
- Makes greater use of a relatively under-utilized parcel of land near the village center.
- Serves as an attraction to residents and visitors with space for gathering, new trails, and potential wider trail linkages.

CHALLENGES

- Currently, the safest way to get to this site from the village center is by motor vehicle. Adding sidewalks along Route 30 would increase the cost to the town.
- Current zoning does not allow for housing at this density in the Rural district.
- Without municipal wastewater services, a new septic system on site would be costly. Shared systems could serve multiple units, but further assessment by professionals and cooperation among developers (if there were more than one) would be needed to make this happen.

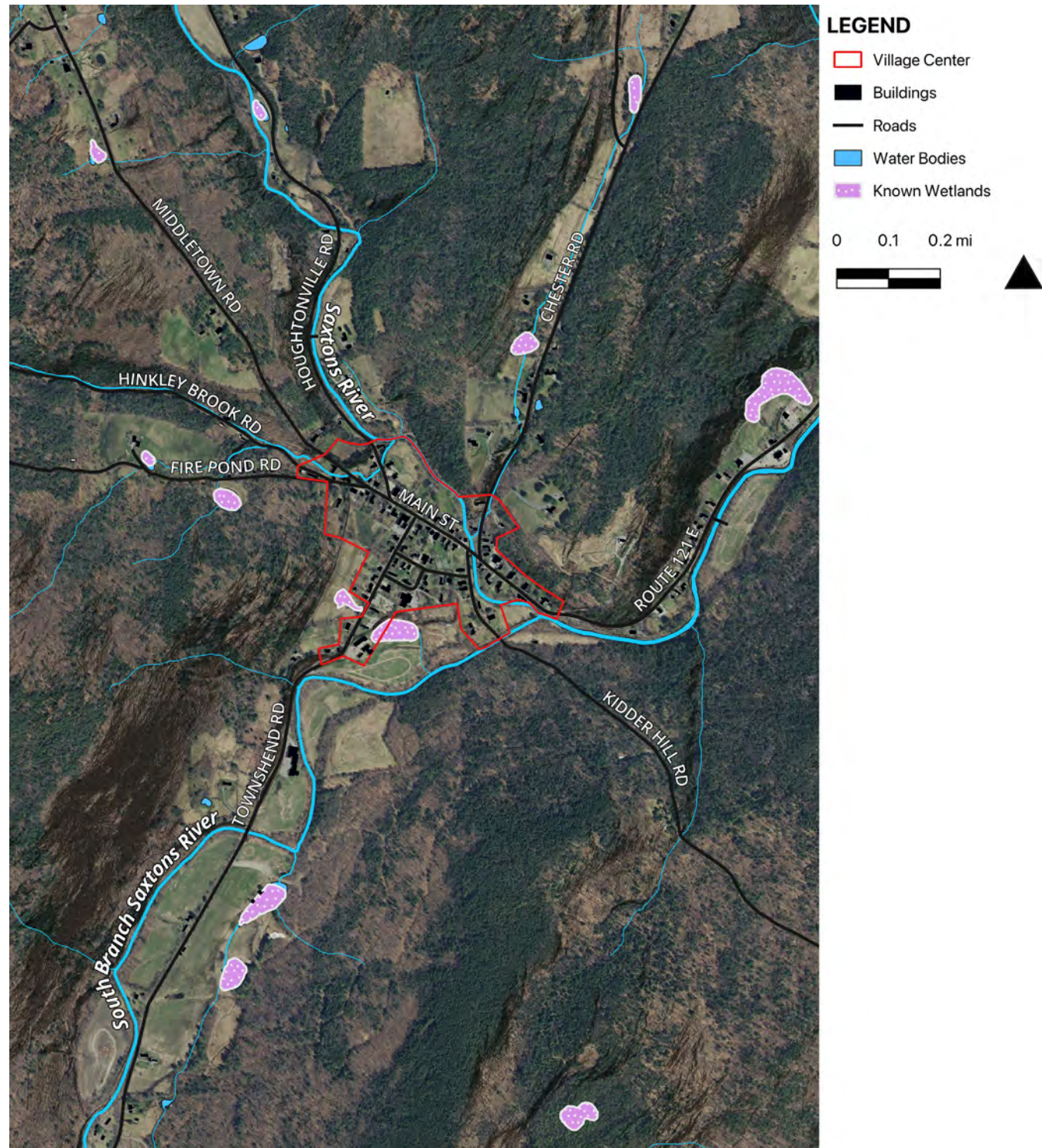


This scenario incorporates architectural designs adapted from the *Vermont Homes for All* toolkit. These housing types are based on familiar Vermont architecture and offer a range of units with options for ADA accessibility. The *Vermont Homes for All* project aims to support affordability and to help “cultivate a new generation of small developers.” The *Homes For All* document is a great source of information on the different stages of planning and realizing infill development.

Using predesigned houses such as those adapted from *Vermont Homes for All* is one way to cut the costs associated with new development. Other ways to help actualize development goals are discussed in the appendix.

GRAFTON VILLAGE SUMMARY

Existing Conditions



EXISTING CONDITIONS

The town of Grafton has a single historic village surrounded by relatively undeveloped, mostly forested land. The varied and steeply sloped topography surrounding much of the village has shaped the settlement pattern and limited development. There are four primary roads (Route 121 East and West, Townsend Road, and Chester Road) connecting the village to surrounding towns. These access corridors all run along waterways and are flanked by acres of meadow and cleared land with good agricultural soils. Grafton’s commercial agricultural land use has declined significantly, but the land use pattern remains due to efforts to keep historic agricultural lands open. (Grafton Town Plan).

The village lies at the convergence of several rivers, brooks and streams. There are forty-three bridges in Grafton, eighteen of which have a span of twenty feet or more (TP). Most of the major roads that connect the village center to the surrounding area run alongside a river or brook. The largest of these rivers is the Saxtons River. The South Branch of the Saxtons River joins just east of the village center and the Hinkley Brook, another major tributary, flows into the Saxtons at the northwest perimeter of the village center. The Saxtons and its tributaries are part of the Connecticut River watershed.



DEVELOPMENT GOALS

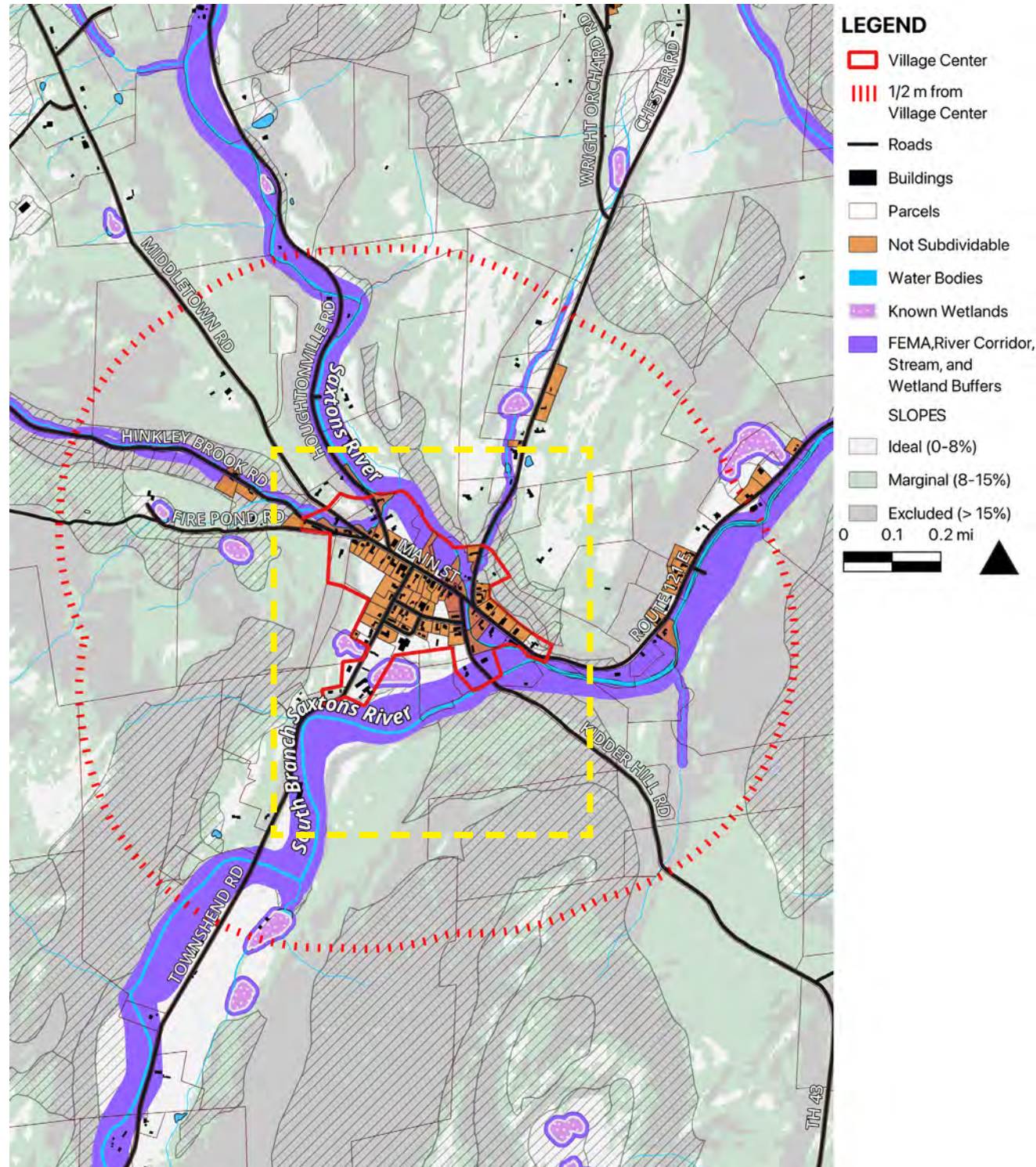
Identified by the Town Plan (TP), Hazard mitigation plan (HMP), and Planning Commission Members (PCM)

- “Providing safe, affordable and convenient housing for all is a priority for Grafton...” (TP)
- “...population demographics are not expected to change significantly in the next five years, though an increase in the average age of the populations may increase the vulnerabilities of the population.” (HMP) There is a need for safe homes and services for an aging community.
- There is a desire to attract younger residents to the town. School enrollment has dropped significantly over the past few years. (PCM)
- “Incentivize business growth that utilizes the land in ways that support and complement agricultural and forest products, telecommuting, small scale manufacturing and the service industries.” (TP)
- “Continue to have a vibrant cultural community including visual and performing arts.” (TP)
- The village center could use more parking during tourist season. (PCM)

GRAFTON VILLAGE SUMMARY

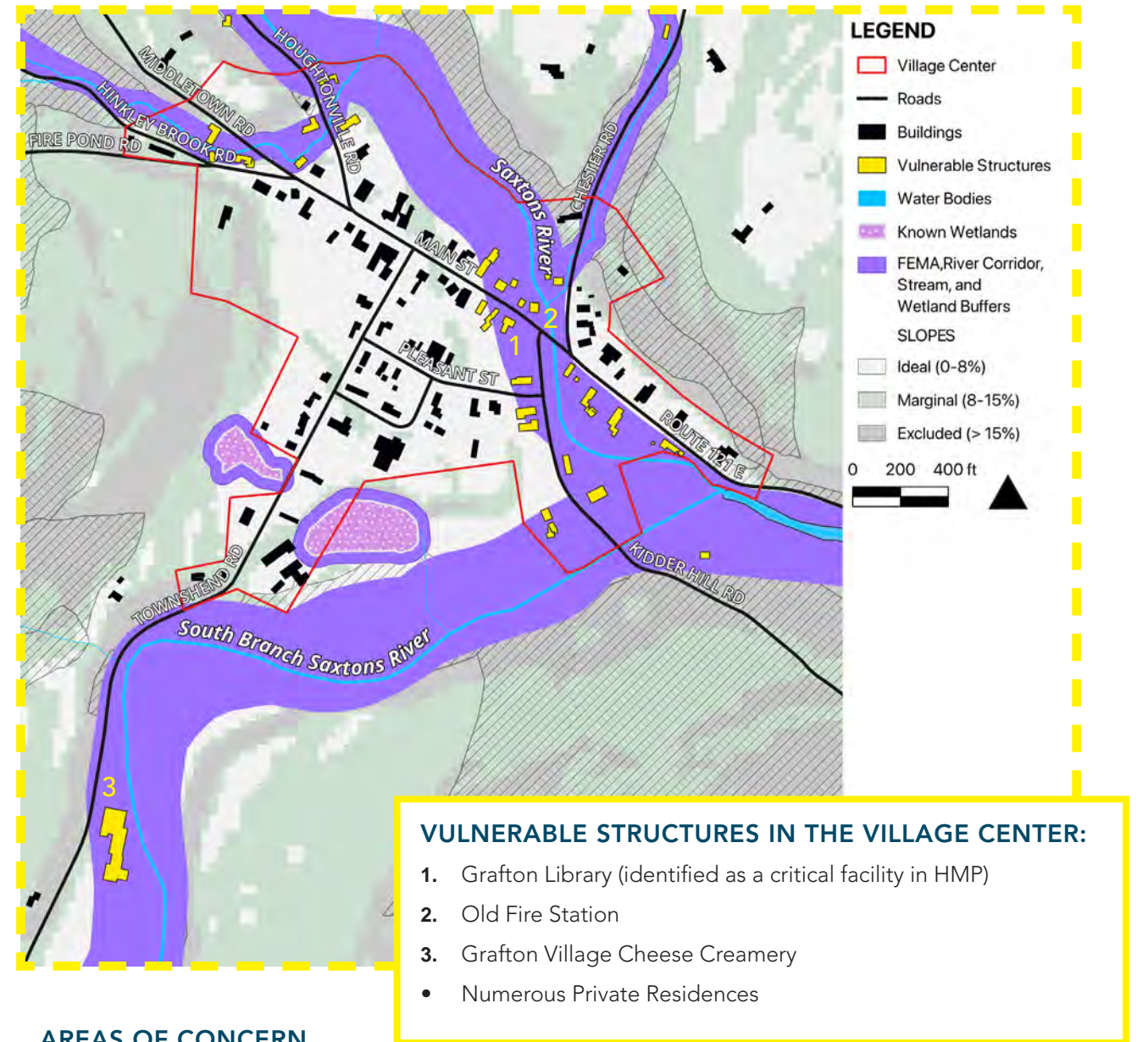
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Summary Exclusion Map



Identifying structures vulnerable to flooding and erosion (those located in the river corridor or FEMA SFHA) and other potential flood hazard areas based on mapping and community input can help guide the prioritization and siting of future infill development projects.

Vulnerable Structures in Grafton Village Center



AREAS OF CONCERN

Identified by Grafton's Hazard Mitigation Plan (HMP), Regional River Engineer (RE)

- "The most damages to date have occurred to the town highway infrastructure in the form of washouts and culvert failures." (HMP)
- Historic berms along the Saxtons, downstream (east) from the Old Fire Station, contribute to flood risk along Route 121 East, as the berming chokes the river making the sediment that comes down from Windham more likely to create blockages (RE)

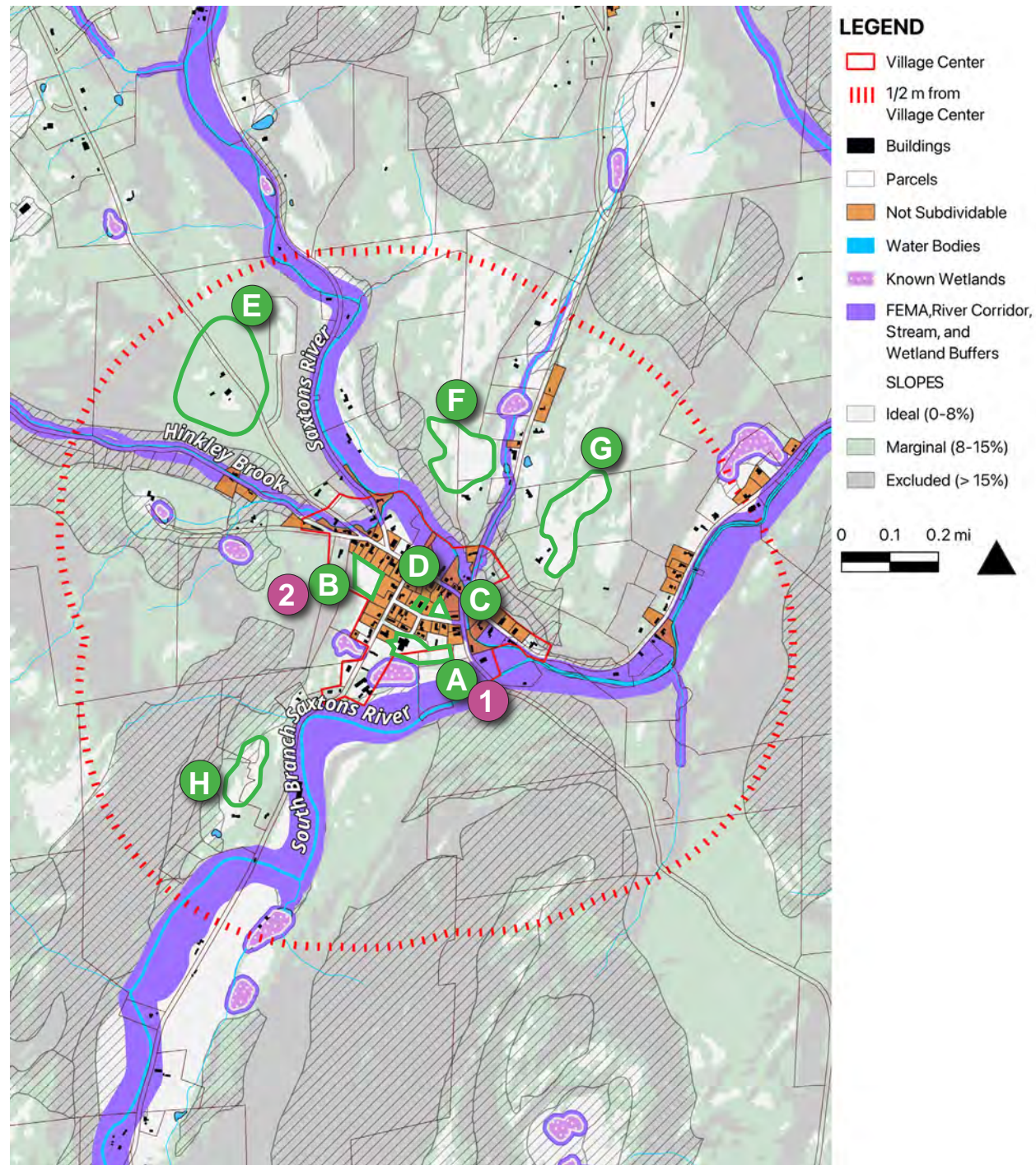
GRAFTON VILLAGE SUMMARY

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Potential Development Sites

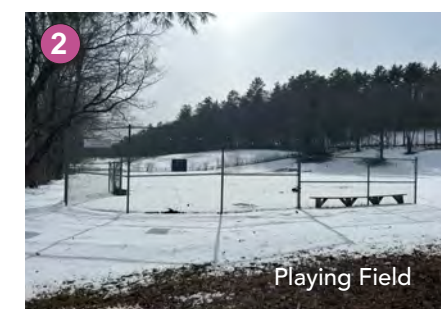


Developable space right in the village center is limited due to the need for adequate space for septic systems to support new development. Development of a number of the areas (sites A-D) identified in the village center hinges on relocating or eliminating their current cultural or recreational uses. Depending on town priorities, new development in these areas might better serve the village center and town.

- A** Grafton Public School (concern that the school will close in the next few years due to low attendance and state level consolidation; unutilized developable land on school parcel) (PCM)
- B** Playing field (baseball diamond) (PCM)
- C** Tennis and Pickleball Courts (PCM)
- D** Greenhouses and the former Mining and Mineral Museum (closed) (PCM)
- E** Land along Middletown Road (Exclusion Mapping and PCM). The site on Middletown Road has less suitable slopes than the other sites discussed. The deforestation required to develop most of this area is of greater concern due the increased potential for runoff on steeper slopes. Most of Middletown Road is unpaved and can be difficult to navigate during mud season, making connectivity to potential new development a concern.
- F** The sites identified on the Chester Road north of town could potentially support housing development. The flashy brook (flanked by a FEMA Special Flood Hazard Area) that runs alongside the road could create accessibility issues during significant climatic events. As portions of both the sites are already cleared, stormwater-smart development could be possible without significantly altering runoff or habitat value. Impacts on stormwater related to the clearing of forest canopy for development in other portions of the areas would have to be considered and managed.
- G**
- H** Some of the area north of the Townsend Road is not suitable for septic, but enough of it is to allow development.

SITES EXPLORED IN DEVELOPMENT SCENARIOS ON THE FOLLOWING PAGES

Theoretical development scenarios will be explored on two sites (1 and 2) that lie within these suitable areas (A and B), prioritizing proximity to the village center.



CONSIDERING THE GRAFTON LIBRARY'S FUTURE

PAST AND PRESENT

The Grafton Public Library is a much loved building and gathering place. In addition to the library collections, the library hosts educational and cultural events and programming. The library is currently the only building deemed a critical asset located in the River Corridor in Grafton. The cultural significance and vulnerability of the library make it a good example for considering adaptation possibilities.

Since 1955, the library has been housed in the Butterfield House, one of ninety structures in Grafton listed on the Vermont State Register of Historical Sites (Grafton Hazard Mitigation Plan 2025 Draft). The Butterfield House has also been listed on the National Register of Historic Places since 2012, due to its architectural and cultural significance.

While there is much history tied to the library in its current location, there is also a precedent for the library function being relocated within the town due to evolving town needs and a precedent for modifying the Butterfield House to better suit community needs. There has been a public library in Grafton since 1874, formerly sited on the first floor and then in the basement of the Town Hall. The floor plan of the Butterfield House has been partially modified since its sale to the trustees of the Grafton Public Library in 1952, to create larger interior spaces for library functions ("NRHP nomination for Butterfield House").



The Grafton Library



The Saxton River from the south (current library site circled in green)

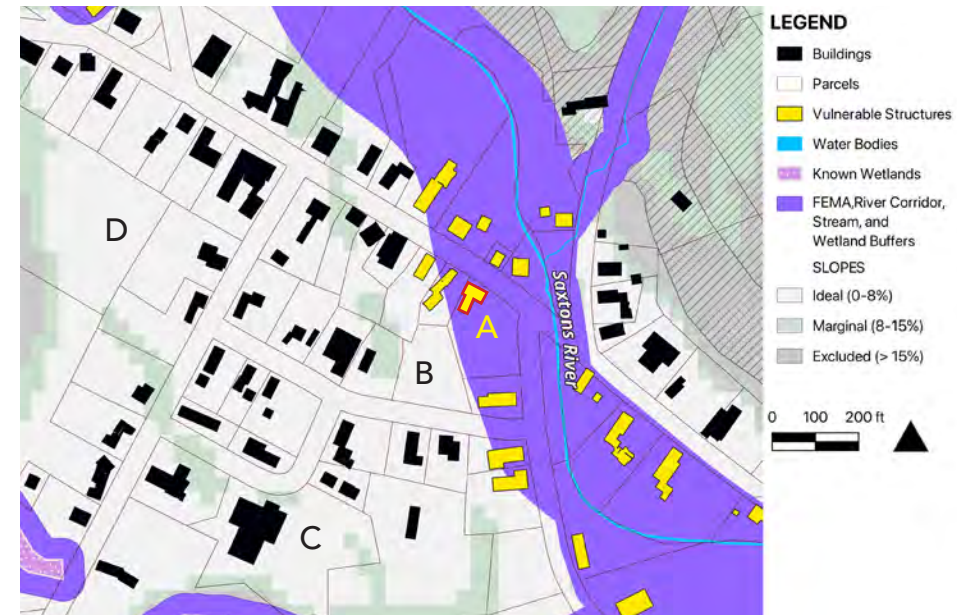
FLOOD NUANCES OF THE CURRENT SITE

- The Saxtons River is armored upstream and along the portion that passes by the Library. This can increase flow rate, making it more likely for a waterway to jump its course.
- The confluence of the Saxtons River and the stream along Chester Road is about 150 feet northwest (upstream) of the library building.
- The library building sits approximately 18 feet above the Saxtons River.
- The library building is within the River Corridor, but about 135 feet from the nearest point of the Saxtons River and the associated Flood Hazard Area.

A more complete geomorphic assessment, with the assistance of a state river engineer or other similarly qualified professional, would help determine how vulnerable the current library building and its contents are to flood risk.

LIBRARY ADAPTATION OPTIONS

- Flood adapt the building in place and maintain its function.
- Flood adapt the building in place and change its function, moving library function elsewhere.
- Move the building out of the flood zone (to one of multiple possible sites) and maintain its function.
- Repurpose an existing structure to serve the library function outside of the flood zone.
- Construct a new library and classroom space outside of the flood zone.
- Construct new library on school parcel



PROS & CONS OF ADAPTATION & SITE OPTIONS

A. Current Library Site *Adaptation in Place*

Pros: If deemed safe, this could preserve the historic structure (and potentially its function) in its historic location on the river.

Cons: This does not decrease structures in the River Corridor.

B. Ball Courts Site *Relocation*

Pros: The site has room for permeable parking; short move; maintains proximity to the river and surrounding lawns; allows the current library site to be revegetated as flood adapted and flood mitigating park space.

Cons: not far outside river corridor; loss of ball courts on this site

C. School Site *Adaptive Reuse, New Infill Development, or Relocation*

Pros: Moving it into the school building is a safe, affordable option pending school closure; already has parking; there is also room for relocating the historic library on site, possibly utilizing existing septic & water

Cons: Expense of new construction or relocation

D. Playing Field Site *New Infill Development or Relocation*

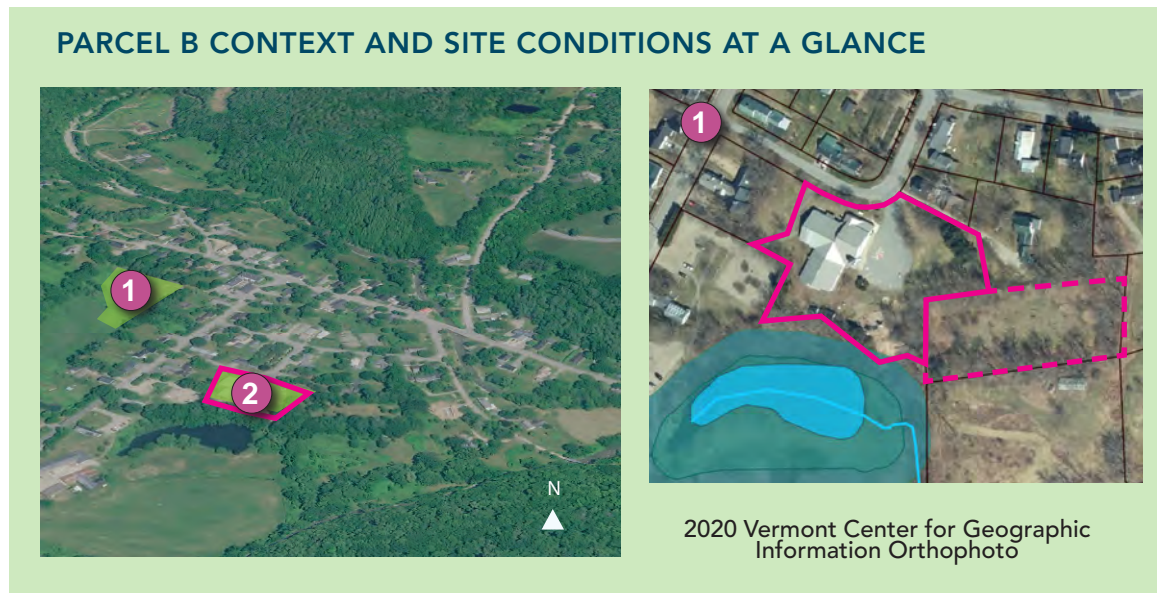
Pros: Option for new construction or the relocation of the Butterfield House; there is room for permeable parking on site; site is near the nature museum, open space, and other town assets; a new build could integrate classrooms, meeting spaces, and other town needs.

Cons: Would require installation of a septic system and well; expensive.

GRAFTON DESIGN SCENARIO 1

Parcel 1, for the sake of this development scenario, refers to two parcels, the public school parcel owned by the Town and part of the privately owned parcel to the east. The school parcel has an asphalt parking lot off of Pleasant Street. There is a gravel public parking area on an abutting parcel to the southwest. The school is located upslope from a delineated wetland (shown with setback). There is a trail from the school to the Grafton Trails & Outdoor Center property to the south.

The eastern parcel included in the site would be subdivided (along the dashed pink line below), dividing the undeveloped, cleared southern portion of the parcel from the existing single-family home. The southern edge of the site is a slope up from the South Branch of the Saxtons. The land above the slope ranges from ten to twenty feet above the river corridor, which passes through the abutting parcels to the south.



NEEDS ADDRESSED

- Worker housing: responds to the town goal of attracting younger, working families to the town and the need for affordable housing to support them.
- Senior/ADA housing: the assisted living facility responds to the need for safe, affordable homes for the town's aging population.
- Stormwater management: of particular significance due to the proximity to a large wetland and the river, with steep slopes between the development and the waterbodies.
- Flood-safe library site: this is an affordable option for resiting the library outside of the river corridor that would allow for intergenerational activity between the senior residents and library patrons.

CHALLENGES

- Construction expense of new development: creative funding sources and development partnerships would be needed to build new affordable housing.
- Lack of Town ownership of the theoretical subdivided house site east of the current school would eliminate one of the new residences included in the design.
- Potential PFA contamination: due to the history of PFAs in the school's water, wells for the new housing would need to be tested for PFA contamination and remediated if necessary.

ASSISTED LIVING FACILITY AND TWO SINGLE-FAMILY WORKER HOUSING UNITS

Adaptive Reuse and New Infill Development, Parcel B



DESIGN FEATURES

Adaptive Reuse: The ADA-compliant school building is renovated as an assisted living facility. The building could potentially incorporate a public library as well, if the library needs to be moved from its current location due to flood risk.

New Infill Housing: One building next to the school parking lot with two two-bedroom units based on a Homes For All "Side-by-Side" housing type (Vermont Homes For All), to be tied into the school building septic. A three-bedroom single-family-house with a new septic field is added on the eastern parcel.

Public Garden Space: a garden with a covered gathering space is added to the south of the existing parking lot for residents, visitors, and stormwater management.

The closure of a local school can be a significant loss, as they often function as social, cultural and civic anchors within a community, as well as an educational facility. However some closures may be unavoidable due to demographic trends and state-led consolidation efforts within the education system. In the case of a school closure, adaptive reuse provides an option for retaining the building as a community asset and reimagining how it might serve community needs.

As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.

GRAFTON DESIGN SCENARIO 2

The playing field site is currently cleared and maintained as short lawn. It is located below the conserved town forest which slopes up to the northeast. The eastern two-thirds of the playing field parcel are relatively flat, while the western third has slopes of 8-35 percent. It is bordered by a number of residential properties, a church, and parcels owned by the Windham Foundation, a local non-profit. The playing field parcel does not have road frontage. It is located southwest of the intersection of Main Street and Grafton Road. This intersection is also the location of the Town Hall, Post Office, Grafton Inn and Phelps Barn Pub.

PARCEL A CONTEXT AND SITE CONDITIONS AT A GLANCE



2020 Vermont Center for Geographic Information Orthophoto

NEEDS ADDRESSED

- Family Housing: responds to the town goal of attracting younger, working families to the town and the need for affordable housing to support them.
- Senior/ADA Housing: 3 ADA-compliant single-bedroom units in this design respond to the need for safe, affordable homes for the town's aging population.
- Public Offstreet Parking: more parking located near the town center that does not significantly increase runoff.
- Stormwater Management: the stormwater design features in this development could decrease runoff, relative to the current expanse of mown lawn at the base of a slope.

CHALLENGES

- Construction Expense: creative funding sources and development partnerships would be needed to build new affordable housing. Communal septic can require a more involved permitting process, but allow for increased density and reduce development costs.
- Spans Multiple Properties (Varied Ownership): would require the purchase of multiple parcels or for an easement to be granted by the Windham Foundation, the owners of the parcel the septic drainage field is sited on in this design. The design requires a right-of-way easement across two other Windham Foundation parcels for driveway access.
- Loss of Open Recreational Space in the Village Center: There is limited safe, open public space in the village center. The impact on the community of relocating this function to outside the village center would have to be explored.

THREE-UNIT RESIDENTIAL BUILDINGS AND TOWN PARKING

New Infill Development, Parcel A



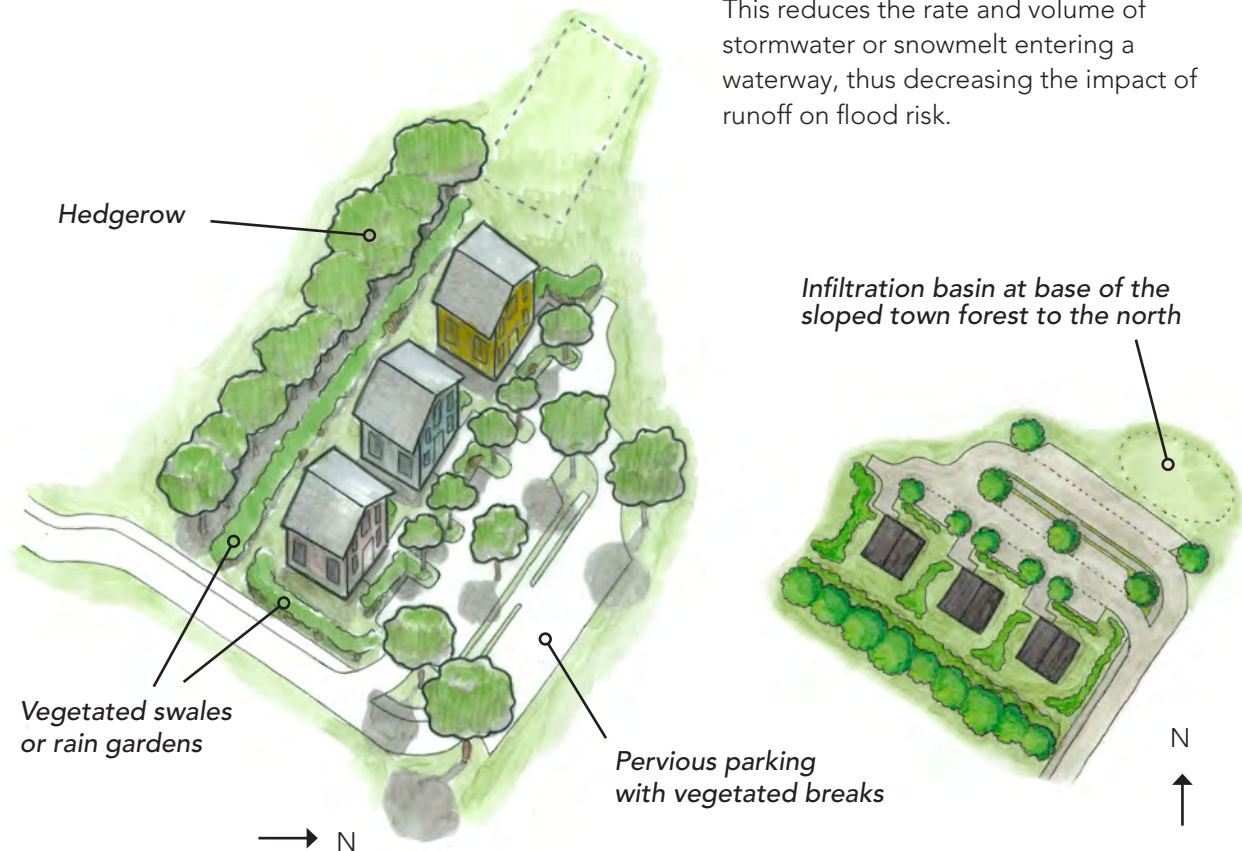
DESIGN FEATURES

This scenario sites three multi-unit residential buildings on the east side of parcel A, with private parking for the residences and additional public parking for the village. The development is accessed from Main Street, with the parking area located on the west of the parcel, past the residential structures so it does not interfere with the historic village character. Trees and greenspace are incorporated into the parking area for aesthetics, privacy screens, shade and stormwater management. Vegetated buffers and swales directed down-grade from the parking and homes are added for additional stormwater management. The scenario shows a communal septic drainage field, allowing for increased housing density and lower cost per housing unit.

As a reminder, this project is not intending to site actual development on these specific parcels, but rather model a thought process and set of criteria that planners can use to imagine flood-adapted development.

SCENARIO 1: STORMWATER-SMART DEVELOPMENT

Working with the natural contours of the land and minimally regrading as needed, the goal is to slow runoff from slopes, roofs, and other impervious surfaces, allowing it to infiltrate into the ground or evapotranspire. This reduces the rate and volume of stormwater or snowmelt entering a waterway, thus decreasing the impact of runoff on flood risk.



Stormwater-smart development that incorporates green infrastructure can reduce the runoff associated with flood-risk, in some cases decreasing overall runoff from pre-development conditions. Revegetating the river corridor and floodplain is just one part of the picture—reducing runoff beyond the corridor is also important. A town may consider adopting local ordinances that exceed the state requirements for stormwater management to ensure that new development does not result in increased runoff. Vermont’s Stormwater Treatment Standards are a valuable resource for planners trying to better understand how to reduce flood risk through encouraging or mandating certain stormwater management best practices (Vermont Stormwater Management).

Examples of stormwater-smart design elements:

- Rain gardens and vegetated swales (bioretention)
- Infiltration basins and trenches
- Grass channels and check dams
- Filter strips
- Pervious alternatives to impervious surfaces
- Spreading bars
- Hedgerows

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APPENDIX: NAVIGATING DEVELOPMENT

Some other ways to help actualize desired infill development include:

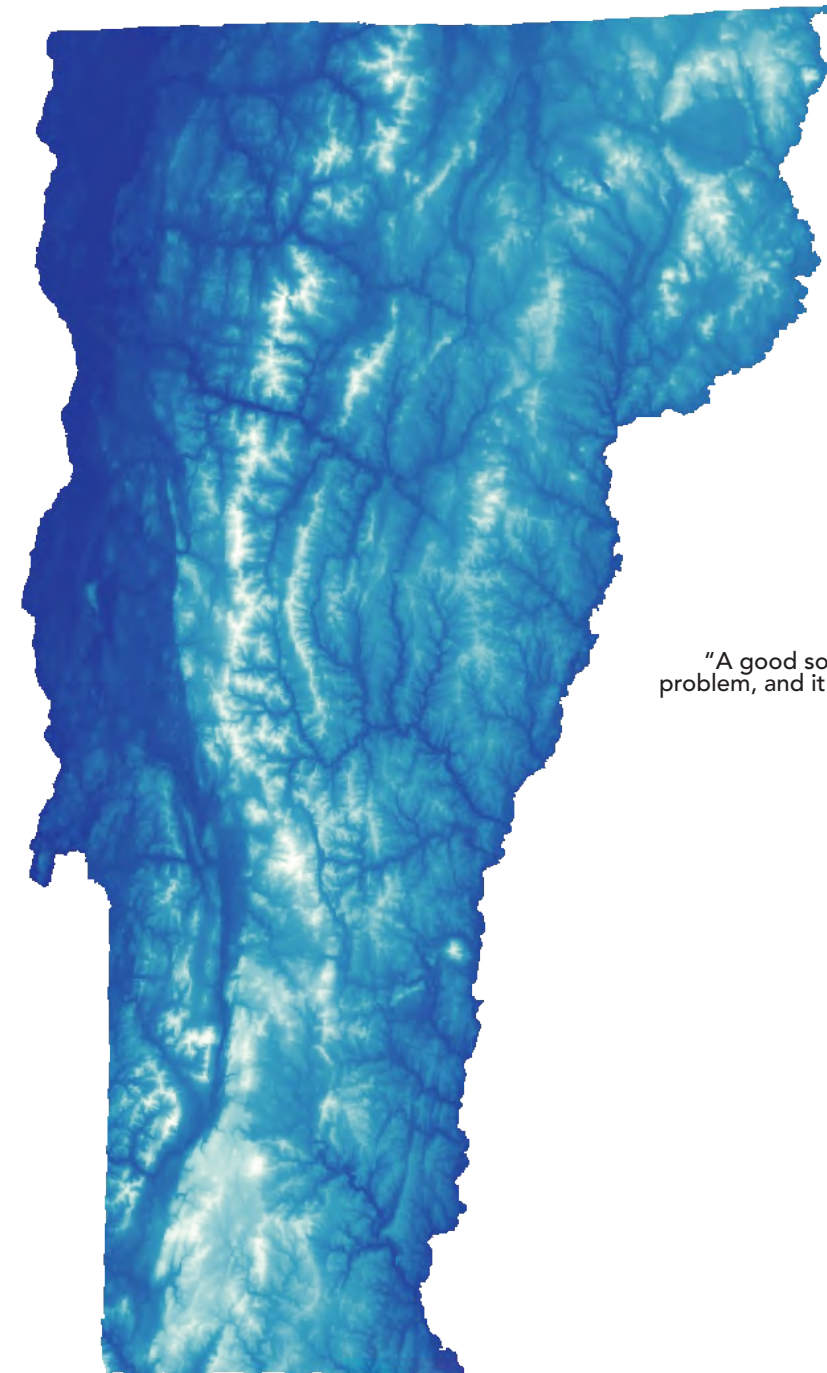
- Enticing reputable developers through municipal tax incentives, such as property tax abatement or tax stabilization agreements.
- Changes in zoning ordinances that allow for more economical development by allowing greater density and shared infrastructure to decrease the cost of construction per unit.
- Public education can help build citizen support for development projects. The support of residents for development projects is important for approving proposed development budgets and because of citizens' capacity to organize to further a cause (for example through the creation of a local non-profit or volunteer civic engagement.) Towns can invite experts or panels of experts for public presentations and conversations on different aspects of infill development, flood risk adaptation, and other pressing town needs.
- Partnering with non-profits that support housing development.

Organizations involved with developing affordable housing in Southeastern Vermont:

- Windham and Windsor Housing Trust is the biggest player in affordable housing (often lead developer and longterm owner-operator)
- Vermont Housing and Conservation Board
- Housing Vermont (co-develops with local organizations)
- Evernorth (frequent partner on rural village projects, helping to make small-town projects financially viable)
- Habitat for Humanity
- Westgate Housing Inc. (precedent for tenant-led housing)
- Brattleboro Area Affordable Housing (precedent for volunteer run local organization addressing housing)

There are also organizations that are not primary developers, but support rental and housing access:

- Groundworks Collaborative
- Southeastern Vermont Community Action
- Brattleboro Development Credit Corporation (provides support to towns in SE Vermont through facilitating partnerships, education, and strategic planning, to help towns realize workforce development projects, including workforce housing.)
- Vermont Council on Rural Development (Creation of local village trusts to facilitate the creation of community-owned real estate and the conversion of large historic homes into multiple units.)



"A good solution solves more than one problem, and it does not make new problems."
-Wendell Berry

DATE: June 3, 2026

MEMORANDUM FOR: South Londonderry Vt Postal Customers

SUBJECT: Temporary closure of the South Londonderry Vt Post Office, effective June 5, 2026

Dear Post Office Customer:

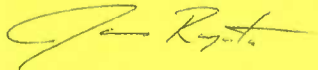
The South Londonderry Post Office will be suspended at close of business on June 4th, 2026, due to safety concerns.

On Friday, June 5th, 2026, the Retail and Post Office Box service at the South Londonderry Vt Post Office will transfer to the Londonderry VT Post Office located 3 miles away. Customers who currently hold a Post Office Box will be able to receive their mail daily at the Londonderry VT Post Office located at 5690 VT Route 100.

Customers who wish to obtain Post Office Box service may do so at the Londonderry Vt Post Office. The Londonderry Post Office has lobby access for customer convenience. Post Office Boxes are available at this location. If applicable, Post Office Box refunds can be received at the Londonderry Post Office.

Retail services are also available at the Londonderry Post Office. Window service hours are from 08:30a.m. to 12:00p.m. and 2:00pm to 4:30p.m., Monday through Friday, and 0830a.m. to 11:30a.m. on Saturday. Post Office Box lobby hours are 06:00a.m. to 06:00 p.m., Monday through Friday and 06:00a.m. to 06:00p.m. on Saturday.

Sincerely,



James Ragosta
Manager, Post Office Operations