

Town of Londonderry, Vermont

Selectboard Meeting Agenda

August 17, 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.

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. Zoning By-Law Hearing
 - a. Hear Questions and Concerns from the Selectboard
 - b. Hear Questions and Concerns from the Public
2. Call Regular Meeting to Order
3. Additions or Deletions to the Agenda [1 V.S.A. 312(d)(3)(A)]
4. Minutes Approval – Meeting(s) of 08/03/2026
5. Selectboard Pay Orders
6. Announcements/Correspondence
7. Visitors and Concerned Citizens
8. Liquor Commission
9. Roads and Bridges
 - a. Updates
 - b. Review and Approve FY 2027 Grants-In-Aid Agreement
10. Town Officials Business
 - a. Zoning Administrator
 - i. Approve Jamerican Food Truck(Everton Brownie) Itinerant Vendor Permit for 8/13 and 9/4.
 - ii. Discuss Itinerant Vendor Ordinance Update
11. Transfer Station/Solid Waste Management
 - a. Updates
 - b. Discuss closing Construction & Demolition and Take it or Leave it on Sundays
12. Old Business
 - a. Review and Adopt updated Zoning By-Laws
 - b. Squeaks House VTI Grant Update – Letter of Support
 - c. Discuss and Approve Town Logo
13. New Business
 - a. Review and Approve Town Hall General Contractor Bid
 - b. Review and Approve Wastewater Operator Services Bid
 - c. Community Fund of Londonderry Letter of Support
14. Executive Session: if needed
15. Adjourn

Posted and distributed on August 13, 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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Selectboard Meeting Agenda

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Londonderry Selectboard Hearing 8/17/26 at 6:00 PM

The Londonderry Selectboard will meet on August 17, 2026, at the Londonderry Town Offices to solicit comments from the public on a proposed zoning bylaw amendment and a new zoning map. This amendment will change the zoning regulations for the entire town of Londonderry. It is designed to:

- align the town's zoning regulations with the planning goals in the Town Plan,
- addresses inconsistencies resulting from the many changes that have been made to state statutes since the zoning bylaws were last updated,
- fix shortcomings of the current regulations that had resulted in confusion or difficulties for applicants, the Administrative Officer, and the Development Review Board over the years,

The full text of the proposed amendment and the new zoning map are posted on the Planning Commission page of the Londonderry Web site, and paper copies are available for twenty dollars from the town clerk.

The table of contents of this proposed zoning bylaw includes: General Standards, Exemptions and Limitations, Prior Applications, Approvals and Uses, Nonconformities, Zoning Districts, General Zoning Rules, Site Design and Performance Standards For Commercial and Multi-Unit Housing Developments, Specific Use Standards, Subdivision Standards, Planned Unit Development (PUD) Standards, Administration and Enforcement, Fees and Filing Requirements, Zoning Permits, Commercial and Multifamily Home Development, Appeals, Notice Requirements, Hearings and Decisions, Violations and Penalties, and Definitions.

DRAFT

Town of Londonderry, Vermont
Selectboard Monday, August 3, 2026
Selectboard Meeting 6:00 PM

100 Old School Street, South Londonderry, VT 05155

Board members present: James Ameden, Tom Cavanagh, and Taylor Prouty.

Board members absent: Leanne Alexander and Jim Fleming

Town Officials: Aileen Tulloch, Town Administrator; Sally Hespe, Town Note Taker; John Hurd; Recycling Coordinator; Sandra Clark, Town Lister; Chad Stoddard, Planning Commission; and Helen Hamman, Conservation Committee.

Others in Attendance: Pamela Spaulding; Paul Hendler; Georgianne Mora (via Zoom), Joyce Matthews; Center Merrill; Dominique Boutin; Rich Phelan; Jen Greenfield; Jason and Jim Wilbur; and Amanda Fouda, GNAT-TV.

1. Call Regular Meeting to Order

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

2. Additions or Deletions to the Agenda

None.

3. Minutes Approval – Meeting(s) of 7/20/2026 and 7/22/2026

James Ameden moved to approve the minutes of the Selectboard meeting of 7/20/2026 and 7/22/2026, seconded by Taylor Prouty. The motion passed unanimously.

4. Selectboard Pay Orders

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

5. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

- Tulloch will be on vacation next week.
- Town Clerk has reached out to library board of trustees for permission to move notice posting location from the South Londonderry Post Office, which is closed, to the Library. Different options were proposed.
- The organizational meeting of the Windham County Law Enforcement Governance Council be held Friday, August 7th at 8:00 am via Teams or in person.
- Spring Hill Culvert being fabricated at this time.
- Town Office and Town garage and shed repairs will start the week of September 1st.
- Town Hall hot water heater is malfunctioning, and a service call to Black River was made.
- Gary Rapanotti (Surveyor) is researching vault records regarding right of way on West River Street.
- Town Office elevator due for service.
- Tax bills have been mailed.

The following correspondence was referenced by the Town Administrator:

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- Draft Windham Regional Plan with meeting warning link is in meeting packet.

6. Visitors and Concerned Citizens

Center Merrill asked about progress on the new wastewater project and funding deadlines, noting that work appeared to be moving slowly. It was clarified that ARPA funds must be spent by November 30, 2026, while other funding must be spent by August 30, 2027. He also asked about flood-protection options. The Town recently received a draft report and will review it before sending comments to Stephen Krei (the engineer).

The resident also asked why Memorial Park does not have a sign. The Selectboard will raise the issue with Liam Elio and the Parks Board.

Dominique Boutin asked how items are selected for the Town Meeting agenda. It was explained that Town staff and the Selectboard typically begin those discussions in November or December. Residents and the Selectboard also discussed whether items involving Town spending should be decided by floor vote. It was noted that the Selectboard cannot currently decide which items go to a floor vote; voters would need to approve such a change at Town Meeting. Concerns were raised that financial decisions should not be made only by those able to attend a weekday Town Meeting.

Lister Sandra Clark added that many Selectboard and elected-official decisions are governed by State law.

7. Liquor Commission

None.

8. Roads and Bridges

a. Updates

The new truck is still not ready.

b. Review and Approve Little Pond Road Culverts Proposal

Seven bids were received: Hunter Excavating (\$98,200); Weaver Excavating (\$118,000); Gurney Brothers Construction (\$160,900); Adams Trucking & Excavating (\$116,400); Sanderson Trucking & Excavation (\$59,000); David Chaves Excavating (\$140,000); and A.S. Clark & Sons (\$110,196).

Road Foreman Josh Dryden contacted the foreman for Stratton for reference for Sanderson, and they were recommended. James Ameden remarked it was nice to give a new business that has skills and capacity the opportunity.

James Ameden moved to accept the bid from Sanderson Trucking & Excavating to provide services relating to Little Pond Culverts Replacement, estimated to cost \$59,00 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, seconded by Taylor Prouty. The motion passed unanimously.

c. Review and Approve Spring Hill Road Culverts Proposal

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Seven bids were received: Hunter Excavating (\$109,758); Weaver Excavating (\$136,500); Gurney Brothers Construction (\$190,000); Adams Trucking & Excavating (\$136,300); Sanderson Trucking & Excavation (\$68,500); David Chaves Excavating (\$190,000); and A.S. Clark & Sons (\$142,057).

It was noted that Sanderson Trucking was again at least \$40,000 less than the other contractors.

James Ameden moved to accept the bid from Sanderson Trucking and Excavation to provide services relating to Spring Hill Culverts Replacement, estimated to cost \$68,500 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, seconded by Taylor Prouty. The motion passed unanimously.

d. Discuss Flying Squirrel Lane Discontinuance

Jim Wilbur and Jason Wilbur addressed the Selectboard regarding Flying Squirrel Lane, a Class IV town road near Under the Mountain Road that also serves as the top portion of their driveway. They noted that the road has deteriorated from flooding and drainage issues and expressed interest in helping maintain it for public recreational use, similar to the West River Trail.

The Selectboard discussed the Town's practice of generally retaining roads, particularly connecting Class IV roads, and noted that the Town remains responsible for the right-of-way.

The Selectboard agreed to review available options before taking action, including whether improvements could be allowed, how maintenance should be addressed, and whether the road's future public use should affect its classification. The Selectboard discussed possible reclassification as a Town Trail and agreed to review applicable State and Town standards.

The Wilburs thanked the Selectboard for hearing their views.

9. Town Officials Business

a. Listers/Assessor

i. Review and Approve Late Homestead Penalty

Town Lister Sandra Clark asked the Selectboard if penalties will apply to late-filed homestead applications this year. Town Treasurer Tina Labeau requested a 1% penalty again. There are currently 6 late filed homestead applications.

Taylor Prouty moved to approve a Late Homestead Penalty of 1 percent, seconded by James Ameden. The motion passed unanimously.

b. Town Clerk

i. Review and Approve 07/22/2026 Special Town Meeting Minutes

Taylor Prouty moved to approve the Special Town Meeting Minutes from 07/22/2026, seconded by James Ameden. The motion passed unanimously.

ii. Update on Surveillance Equipment Grant

Town Clerk Allison Marino submitted grant for reimbursement of surveillance cameras, which are required to monitor election ballot boxes. A decision hasn't been received yet.

c. Recreation Director

i. Appoint Carl-Erik Westberg to Parks Board

The Parks Board made the recommendation to appoint Westberg to vacancy.

James Ameden moved to appoint Carl-Erik Westberg as a Representative to the Parks Board for a term of 3 years, seconded by Taylor Prouty. The motion passed unanimously.

d. Planning Commission (Chad Stoddard)

i. Warn By-Law Hearing for 8/17/2026

Edits made by Town Attorney were substantive, so a public hearing must be warned.

James Ameden moved to Warn a Hearing for the purpose of Zoning By-Law Updates to be held on 8/17/2026 at 6pm at the Town Office, seconded by Taylor Prouty. The motion passed unanimously.

ii. Discuss Long Term Resiliency 2025 Report Stakeholders and Champions

Updates on 10 projects outlined in the Derry Resiliency plan were provided.

- 1) Build a new South Derry Fire Station: this is not a viable option as no grants are available. Rich Phelan said the fire department will move trucks if needed.
- 2) Develop a Water Supply Plan for Fire Department: Troy Dare is coming up with a plan for a least one existing dry hydrant.
- 3) Amend the Community Emergency Preparedness Plan: Neighborhood Connections will be the point organization for pulling and training volunteers.
- 4) Develop a website for emergency communication: a flood page will be added to the town website. Pequannock Township, NJ, was referenced as having a good webpage.
- 5) Revive the Londonderry Newsletter: this has been done and is thriving.
- 6) Create a Community Organization Active in Disaster (COAS): this is not needed as the service area coincides with Neighborhood Connection's service area.
- 7) Conduct a North Village Scoping Study: Unable to get funding now but will continue to seek funding.

- 8) Create Long-term Community Development Plans for the north and south villages: this is ongoing, and the Land Acquisition Task force will be looking into the matter.
- 9) Create a Regional Watershed Study: there was no response from Landgrove or Weston. Helen Hamman offered to go to Selectboard meetings to follow up.
- 10) Create a Regional Watershed Management Task Force: this is combined with the Watershed Study and discovery plan.

iii. Discuss Williams Dam

Chad Stoddard discussed the Williams Dam and reported that, at the last Planning Commission meeting, concerns were raised about seeking another municipal planning grant before the Town completes additional discussion. It was noted that some residents believe the Town should move forward rather than continue applying for grant funds for additional studies.

The Board discussed the lack of current grant funding for repair or replacement and referenced prior estimates, including a possible bond amount of approximately \$5 million. Funding may be available for removal, with the Connecticut River Conservancy potentially taking the lead on that project.

Members noted that the issue may need to move toward a Town vote, while also expressing concern that Town Meeting may not fully represent all voters. Voters should decide whether to bond for repair or replacement, most likely at the March Town Meeting. The Selectboard acknowledged the need to explain the consequences of each option, including what would happen if a bond vote failed. Reports and related materials should be made available to the public before any decision on whether to repair, replace, or remove the dam. The Selectboard discussed the need for clear bid criteria, updated cost information, and consistent materials for any contractors or consultants asked to respond.

Paul Hendler raised dredging concerns, and it was noted that State advised that full dredging may not be effective because sediment could return after future flooding.

10. Transfer Station/Solid Waste Management

a. Updates

Recycling Coordinator John Hurd gave the following updates:

- John Hurd is working on the Stump Dump, including the form needed to close the current site and open a new one in the next field.
- Hunter will need to move the stumps and cover the current site with sand and regrade.

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- The Town may be able to use soil from other projects to cover the stump dump.
- Chad Stoddard asked whether Hunter or Chaves may have a location for stumps and this would need to be confirmed.
- The composter at Stratton was inspected and confirmed in good order. The next step is to have it moved near power pole and wired. An electrical engineer is needed to prepare information for bids, and Aileen will work on the request with input on wording and the site plan.

11. Old Business

a. Appoint Land Acquisition Task Force Members

An appointee from “the Public at Large” is needed for the Land Acquisition Task Force, and Jen Greenfield volunteered. Taylor Prouty will be the Selectboard representative.

James Ameden moved to appoint Chad Stoddard from the Planning Commission, Nancy Jensen from the Housing Commission, Irwin Kuperberg from the Conservation Commission, Taylor Prouty from the Selectboard, Jen Greenfield from the “Community at Large” to the Land Acquisition Task Force, seconded by Taylor Prouty. The motion passed unanimously.

b. Review and Approve Structures Grant for West River

This funding is for the repair of West River Road. Everett Hammond and the structural engineer are drafting the work plan.

James Ameden moved to accept the Structures Grant for West River Road in the amount of \$25,000 and authorize the Town Administrator to execute any documents necessary to secure the grant on behalf of the Board, seconded by Taylor Prouty. The motion passed unanimously.

c. Discuss Short Term Rental Board makeup

Additional members are needed for the Short Term Rental Board. Aileen Tulloch will send out inquiries.

12. New Business

a. Move date of Regular Meeting 09/07/26 to 09/08/26 due to Labor Day Holiday

James Ameden moved to move the date of the regular selectboard meeting from 09/07/26 to 09/08/26 due to the Labor Day Holiday, seconded by Taylor Prouty. The motion passed unanimously.

b. Discuss note-taking duties while Sally is away

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Sally Hespe will be unavailable to take Selectboard meeting notes in September and October. Aileen Tulloch and Tina Labeau each offered to cover one month if compensated. Boutin expressed his opinion that salaried staff should fill in during absences without additional pay. The Board agreed that whoever takes minutes for the Selectboard should be additionally compensated.

c. Review and Adopt Updated Alcohol on Town Property Ordinance

Alcohol ordinance has not been updated since 1983. The new version utilized definitions already adopted by state statute.

James Ameden moved to adopt the CONTROLLING THE USE OF ALCOHOLIC BEVERAGES ON TOWN PROPERTY ORDINANCE as presented such ordinance to take effect after 60 days unless a petition is filed as provided for under 24 V.S.A. §1973(b), seconded by Taylor Prouty. The motion passed unanimously.

A copy of the Ordinance is attached to these minutes.

13. Executive Session: if needed

None.

14. Adjourn

The meeting was adjourned at 7:47 p.m.

James Ameden moved to adjourn the meeting, seconded by Taylor Prouty. The motion passed unanimously.

Respectfully Submitted,

Sally Hespe, Town Note Taker

Approved

LONDONDERRY SELECTBOARD

Chair, Tom Cavanagh

Town of Londonderry

CONTROLLING THE USE OF ALCOHOLIC BEVERAGES ON TOWN PROPERTY ORDINANCE

Pursuant to the provisions of 24 V.S.A. § 2291(17) & (18), and such other general or special enactments as may be material thereto, the Selectboard of the Town of Londonderry hereby adopts the following Ordinance for the Control of the Use of Alcoholic Beverage on Town Property.

ARTICLE I - Definitions

SECTION 1: Whenever in this ordinance any of the following terms is used, it shall have the meaning given to it in this section.

- a) “Alcoholic Beverage”: malt beverages, vinous beverages, spirits, ready-to-drink spirits beverages, and fortified wines, as defined in 7 V.S.A. § 2.
- b) “Person”: an individual, partnership, corporation, association, or other institution or entity.
- c) “Publicly recognized organization”: an incorporated or unincorporated association that has been in existence for at least two consecutive years prior to the date of application for a permit under Article III.
- d) “Possession”: manual or physical custody or control.
- e) “Public Place”: all lands and buildings owned by, leased to, or under the control of the Town of Londonderry, including but not limited to all public streets, highways, bridges and sidewalks within the Town.

ARTICLE II - Regulation

SECTION 2: Possession by any person of an open container of alcoholic beverage in any public place is prohibited.

ARTICLE III - Exemptions

SECTION 3: The Selectboard may issue permits exempting publicly recognized organizations from the provisions of Article II for specified events. Permits must be issued in writing, be signed by the Selectboard or its designee, describe the event for which the permit is issued, specify the public place to which the permit applies, and state the date(s) or period of time during which the permit will be in effect. At the time a permit is issued the Selectboard may include in it such conditions as the Selectboard considers necessary or appropriate. The organization receiving the permit will be deemed to be in possession of any alcoholic beverage container present at the event. A permit issued under this Article will not constitute a license for the sale of alcoholic beverages. Any permit may be revoked at any time at the discretion of the Selectboard.

ARTICLE IV - Penalty

SECTION 4: A person who violates any provision of this ordinance will be guilty of a misdemeanor and upon conviction thereof will be fined not more than one hundred dollars (\$100.00). If the person waives their right to a hearing and pays the Town a fine of twenty-five dollars (\$25.00), the Town will not institute court proceedings for the violation. Pursuant to 24 V.S.A. § 1971(b) this Ordinance is designated as a civil ordinance.

ARTICLE V - Miscellaneous

SECTION 5:

Enforcement. This ordinance may be enforced by any law enforcement officer, including members of the Windham County Sheriff's Department or Vermont State Police.

Violations. In any complaint or information and in any action or proceeding brought for the enforcement of any provision of this ordinance, it shall not be necessary to negotiate any exception, excuse, provision, or exemption contained in this ordinance, and the burden of proof of demonstrating any such exception, excuse, provision, or exemption shall be on the defendant.

Separability. The provisions of this ordinance are hereby declared to be separable and if any provision thereof be adjudged invalid, the invalidity of any part shall not affect the remainder thereof.

Adopted this 3rd, day of August, 2026.

Town of Londonderry Selectboard

Tom Cavanagh, Chair

James Ameden, Vice Chair

Leanne Alexander, Member

Taylor Prouty, Member

Jim Fleming, Member

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Londonderry, a US Local Government** with its principal place of business at **100 Old School Street, South Londonderry, VT 05155**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **12** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised February 13, 2026)

Attachment D - N/A – Left Intentionally Blank

Attachment E - Special Provisions

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

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

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment E - Special Provisions
 - 3) Attachment D - N/A - Left Intentionally Blank
 - 4) Attachment C - Standard State Provisions for Contracts and Grants

- 5) Attachment A – Scope of Work
- 6) Attachment B – Payment Provisions
- 7) Attachment F - DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

State of Vermont
Agency of Transportation

Grantee:
TOWN OF LONDONDERRY

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA1289		² Original ☒ Amendment # _____	
³ Grant Title: Grants in Aid - SFY - 2027			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$20,000.00	
		⁶ Total Award Amount: \$20,000.00	
⁷ Award Start Date: 07/01/2026		⁸ Award End Date: 09/30/2027	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 0000040643		¹¹ Grantee Name: Town of Londonderry	
¹² Grantee Address: 100 Old School Street			
¹³ City: South Londonderry		¹⁴ State: VT	
		¹⁵ Zip Code: 05155	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ \$5,000.00 Description: 20% Required Match	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: U7XXDN8D9MW3		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ EEI Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$20,000.00	\$20,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$20,000.00	\$20,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY NAME: Ross Gouin TITLE: Grants in Aid Project Coordinator PHONE: Cell (802) 595 - 2381 EMAIL: ross.gouin@vermont.gov	GRANTEE NAME: Aileen Tulloch TITLE: Town Admin PHONE: Office: (802) 824 - 3356 ext: 5 EMAIL: townadmin@londonderryvt.org
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Londonderry**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B PAYMENT PROVISIONS

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

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

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

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at:

<https://bgs.vermont.gov/purchasing-contracting/forms>

ATTACHMENT E SPECIAL PROVISIONS

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

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

**DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

Assurance Appendix A

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

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

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix F

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

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



Vermont League of Cities & Towns

Issue Date: 01/01/2026

Policy Number: PACIF1347-26

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Londonderry
Attn: Tina Labeau
100 Old School Street
South Londonderry, VT 05155

VLCT Property & Casualty Intermunicipal Fund, Inc.
89 Main Street Suite 4
Montpelier, VT 05602

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

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2026 - 01/01/2027	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2026 - 01/01/2027	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____

TOWN OF LONDONDERRY ITINERANT VENDOR ORDINANCE

AUTHORITY: This ordinance is adopted pursuant to the authority of 24 VSA 2291 (9).

Requirement: As of the date of adoption of this ordinance by the Londonderry Select Board, any Itinerant Vendor, as defined herein, shall obtain a license according to the requirements and provisions set forth herein, prior to engaging in such business.

Definition: Itinerant Vendor shall include persons, principles, agents, or business entities who engage in temporary or transient business within the Town of Londonderry, whether in one location or by traveling from place to place, to sell goods, services or food, or other items deemed similar in nature by the Select Board, from a structure, tent, vehicle or other device. This definition does not include principles, agents or business entities exclusively selling fruits vegetables or other farm products.

Itinerant Vending shall include temporary or transient business conducted outside any dwelling or structure, other than a temporary structure such as a tent, cart, mobile unit or similar device *without wastewater facilities by the property owner and /or owner's family members or others with a duly executed agreement with the property owner located within the property boundary and setbacks as described by the most current Zoning District Map for Londonderry.*

Exemptions: Garage sales, yard sales, auctions and similar types of sale for a period of 3 consecutive days or less, or more than eight days per calendar year, conducted by a property owner so as to not cause unsafe traffic conditions, parking problems or other nuisances to neighbors shall be exempt from this Ordinance.

Application: A complete application and fee shall be submitted to the Town Clerk or Appointee to be referred to the Londonderry Select Board for action to approve or deny.

A complete application shall include the following information and attachments:

1. Name, mailing address, and phone number of the Itinerant Vendor applicant.
2. The physical address of the vending site, parcel identification number, and owner of record.
3. A description of the proposed vending activity including items to be sold, hours/days/term of operation, and other information as may be reasonably required.
4. A sketch showing the physical location of the property, proposed vending operation including the location and dimension of any structures, carts, vehicle, or other device to be used, signage and available on site parking.
5. A Project Review Sheet as issued by the Department of Environmental Conservation District Office.
6. Evidence of receipt of all applicable federal, state, and local permits necessary to legally conduct business, including but not limited to: Vermont sales and use tax

certificates, rooms and meals tax certificates and health permits to operate a food establishment.

7. Any other information as may be reasonably requested or required by the Town.

FEES:

1. Applications shall include the required fees:
 - a. \$25 per application.
 - b. Fees may be waived for religious, charitable, educational and service organizations conducting fundraising activities in a public place or on Town property.

Procedure: The Select Board or Appointee shall act to approve or deny the complete application within 15 working days of referral by the Town Clerk or Appointee. Notice of approval, together with any applicable conditions, shall be delivered in writing to the applicant. If the permit is not approved, notice including the reason(s) for denial shall be delivered in writing to the applicant.

Posting: The approved Vendor License shall be posted and visible at the business location or carried with the Itinerant Vendor for presentation upon request.

Expiration: An Itinerant Vendor permit shall be effective for a term of 12 months at which time the permit shall expire, unless renewed by submittal of a complete application and fee to the Town Clerk for the same period, providing the activity is to continue as originally permitted and also provided no complaints relating to the itinerant vendor activities have been submitted. Any changes in the business shall require a new determination by the Select Board or Appointee.

Appeal: A person may appeal the denial of a license by filing a written notice of appeal with the Town Clerk or Appointee within five (5) days of receipt of notification of denial. The appeal shall be considered by the Select Board at a duly warned hearing with notice to the appellant. The decision may be affirmed or reversed, with or without conditions imposed to protect public health, safety and welfare and to prevent damage to public and private property.

Penalty: Violations of the provisions of this Ordinance shall be determined by the Select Board or Appointee which shall require payment of a fine of not less than \$100 nor more than \$100 for each offense, for each day the offense may continue, after notice of violation is delivered in writing by certified mail.

Performance Standards

All permit holders must comply with all of the following performance standards:

- (A) No land or structure in any zoning district shall be used or occupied by an Itinerant Vendor in any manner so as to create dangerous, injurious,

noxious or otherwise objectionable conditions which adversely affect the reasonable use of adjoining or nearby properties.

(B) The following standards apply to all Itinerant Vendors. In determining ongoing compliance with these performance standards, the burden of proof shall fall on the applicant. The activity of any Itinerant Vendors shall not cause or result in:

- (1) **noise** in excess of seventy (70) decibels at the property line, or represents a significant increase in noise levels in the vicinity of the use so as to be incompatible with the surrounding area;
- (2) **noticeable, or clearly apparent vibration** which, when transmitted through the ground, is discernible at property lines without the aid of instruments;
- (3) **smoke dust, odors, noxious gases, or other forms of air pollution** which constitute a nuisance to other landowners, businesses, or residents; which endanger or adversely affect public health, safety, or welfare; which cause damage to property, business, or vegetation; or which are offensive or uncharacteristic of the area;
- (4) **releases of heat, cold, moisture, mist, fog, precipitation or condensation** beyond the property lines of the property on which it is located, or to a height likely to be detrimental to the public safety, health, or welfare;
- (5) **glare, lumen, light or reflection** which constitutes a nuisance to other property owners or tenants, which impairs the vision of motor vehicle operators, or which is detrimental to the public health, safety, or welfare;
- (6) **liquid or solid wastes or refuse** in excess of available capacities for proper disposal; which cannot be disposed of by available or existing methods without undue burden to municipal facilities; which pollute ground and surface waters; or which are otherwise detrimental to the public health, safety, and welfare; or
- (7) **undue fire, safety, explosive, radioactive emission or other hazard** which endangers the applicant's or neighboring properties, or the general public or which results in a significantly increased burden on municipal facilities and services.

- (8) **Access.** The area of operation shall have enough room for customers to turn around and re enter the roadway face first and have a clear visibility to approaching traffic and pedestrians.
- (9) **Cleanliness.** The Vendor shall keep the area of operation clean and tidy. Any refuse shall be stored in secure containers that are screened from the neighbor's view. Any water used to clean or rinse shall be contained within the area of operation.
- (10) **Hours.** Hours of operation shall be at the discretion of the Select Board taking into consideration the type and nature of the vending activity; the vending site and surrounding neighborhood; the zone where the vending activity will take place.
- (11) At the end of the season or use, all temporary vestiges of the Vendor's business must be stored away from public view.
- (12) **Health.** All Itinerate Vendors selling food products shall comply with the Vermont Department of Health; "Health Regulations for Food Service Establishments".
- (13) **Signs.** Signage for Itinerate Vendors shall be governed by and in compliance with Section 418 of the Londonderry Zoning By-Laws.
- (14) **Vehicles/Trailers.** All vehicles and/or trailers used by Itinerate Vendors shall be safe, roadworthy and properly registered with the Vermont Department of Motor Vehicles.

To: Londonderry Select Board

Subject: Update on "Squeaks House" (Ezekiel Glazier Residence) and Request for Letter of Support for Village Trust Initiative (VTI) Grant Application

Dear Members of the Londonderry Select Board,

I am writing to express my appreciation for the Select Board's ongoing engagement, provide an update on the preservation efforts for "Squeaks House" (the Ezekiel Glazier Residence, 2296 N. Main Street), and request a formal letter of support from the Board for an upcoming state grant application.

First and foremost, thank you for your supportive feedback when I presented the initial vision to the Board last November. I am particularly grateful for the Select Board's vote approving the Wastewater Committee's recommendation to allocate municipal septic capacity to Squeaks House. Securing wastewater allocation is a crucial infrastructure milestone that makes the rehabilitation and eventual reuse of this historic building viable.

Project Updates & Recent Progress

Over the past several months, we have made significant headway, preventing further decay, and laying the groundwork for community-driven economic revitalization:

- **Immediate Structural Stabilization:** To protect the building from further deterioration, we have installed temporary structural supports along the intermediate floor beams and framing. This critical interim measure secures the building against collapse while long-term foundation plans are finalized.
- **Engineering & Foundation Assessment Completed:** Engineering Ventures recently completed a comprehensive structural assessment. We now have clear, professional engineering guidance on the foundation rebuild and wet-floodproofing measures required under local bylaws and state flood hazard codes.
- **Grant from Preservation Trust of Vermont:** We were able to obtain a small grant from PTV to help fund the engineering design of the foundation. I have had several conversations with PTV about Squeaks and they continue to be very supportive of the project.
- **Architectural & Scope Planning:** Working with Foster Architecture and local trade partners, we have outlined phased rehabilitation plans to convert the structural shell into a viable, flood-resilient space.
- **Site Cleanout & Maintenance:** We have initiated preliminary cleanout efforts on the property, including debris removal and boarding up broken windows to secure the structure against weather and wildlife.
- **Strong Community Support:** In January, we held a well-attended community discussion at the Town Offices with approximately 20 local residents and representatives from the Londonderry Arts and Historical Society (LAHS), the Community Fund for Londonderry (CFL), and current and former board members. The session demonstrated broad enthusiasm and strong local backing for preserving this historic gateway property.

Flood Resilience

Given the severe flooding events our town has experienced and Squeaks House's location in FEMA Zone AE, we recognize that flooding is the single most critical consideration for any work on this site. We are not ignoring these flood concerns—we are addressing them head-on as a core pillar of the restoration design.

Our approach centers on adapting the historic structure to modern environmental realities rather than fighting against them. The comprehensive structural assessment completed by Engineering Ventures specifically evaluated flood hazard codes (ASCE 24 and ASCE 7) alongside the Town of Londonderry Unified Development Regulations. Their findings provide engineered recommendations for a fully flood-resilient foundation rebuild, incorporating wet-floodproofing techniques (such as hydrostatic flood vents) that allow floodwaters to pass through without compromising structural integrity.

This engineering foundation ensures that we can preserve Londonderry's physical history while ensuring the building is safe, compliant, insurable, and durable against future storm events.

The Village Trust Initiative (VTI) Grant Opportunity

We are currently preparing an application for the state's **Village Trust Initiative (VTI)** grant program ahead of the **September 8, 2026** submission deadline.

The VTI program is specifically designed to foster economic development and community revitalization in Vermont's village centers by repurposing and rehabilitating historic buildings. By returning Squeaks House to active, productive commercial or public-facing use, this project aligns directly with the core intent of the VTI program—fostering local economic vitality, reinforcing the North Village commercial core, and supporting adjacent public activity like the West River Farmers Market.

A required component of the VTI application is a formal Letter of Support from the local municipal legislative body.

Specific Request for the Select Board

I respectfully request that the Select Board consider executing a formal Letter of Support prior to the September 8 deadline (a suggested draft is provided below).

This request and the VTI grant program carry **no financial contribution, matching funds, or financial obligation from the Town of Londonderry**. The requested letter serves as a municipal statement of support for the overall concept of restoring and rehabilitating Squeaks House to help revitalize North Londonderry Village.

Thank you for your continued leadership and support of Londonderry's historic character and village vitality.

Sincerely,
Eric Richard

Appendix: Draft Letter of Support

To: Vermont Village Trust Initiative Grant Selection Committee

Re: Letter of Support for the Concept of Restoring "Squeaks House" (2296 N. Main Street, Londonderry, VT)

Dear Grant Selection Committee,

On behalf of the Town of Londonderry Select Board, I am writing to express our municipal support for the overall concept of preserving, restoring, and adaptively reusing "Squeaks House" (the Ezekiel Glazier Residence, located at 2296 N. Main Street) in North Londonderry Village.

Squeaks House, built c. 1830 along Route 11, is a prominent historic structure and one of the last remaining physical links to North Londonderry's 19th-century commercial core. The rehabilitation and activation of this landmark directly supports the economic development and historic preservation policies in the Londonderry Town Plan, specifically our goals to "protect places of outstanding cultural and historical value," "encourage rehabilitation of significant historic sites," and foster village center vitality.

Importantly, the Select Board recognizes that flood resilience is essential to any redevelopment in this area. We support the approach taken to address flooding concerns head-on by pairing historic restoration with modern, flood-resilient engineering standards.

The Select Board endorses the general concept of stabilizing this iconic building, implementing engineered flood-resilient foundation measures, and returning it to active, productive use as a functional asset that contributes to the economic revitalization and community character of North Londonderry Village.

Please note that this letter carries no direct municipal financial contribution or funding obligation from the Town of Londonderry. The Select Board supports private and community-led efforts to revitalize this historic village asset through state initiatives such as the Village Trust Initiative.

Sincerely,

Londonderry Select Board

Alternative Option: Meeting Minutes

PTV explicitly notes on the VTI application that, as an alternative to an executed letter, you can also upload the official **certified minutes of the Selectboard meeting** where a motion of endorsement was passed.

If the Board prefers a quick vote during their meeting rather than signing a standalone document, a simple motion recorded as follows meets the requirement:

"Motion made and seconded to endorse the effort to pursue the Village Trust Initiative for the historic preservation and revitalization concept at 2296 N. Main Street (Squeaks House), with no financial obligation to the Town."

7. BID PROPOSAL FORM

Due: August 6, 2026, 2026 at 2:00 PM

Complete and submit the following proposal, please write clearly.

Scope of Work Item	BID PRICE
A. Insulate and Vent Attic and Walls	\$ 133,749
B. "Porch" Remodel	\$ 81,245
C. Entrance Redesign	\$ 165,153
D. ADA Bathroom	\$ 71,485
E. Rear Door	\$ 18,000

Please note we will require a scope review prior to committing to a firm contract price.

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: GPI Construction Inc.

Authorized Representative: Joseph Fortier

Address: 17 Stow Drive, West Chesterfield, NH 03466

Phone: 802-257-7839

Email: joe@gpivt.com

Signature: _____ Date: 8-6-26

[END OF DOCUMENT]



BID CLARIFICATIONS

We require a scope review prior to committing to a firm contract price, below is our anticipated scope of work for the various scope items.

Allowances are carried in the budget as there is insufficient information on the drawings to provide fixed pricing, these costs are subject to change as the scope is further defined.

We anticipate our supervisor to be working, the specifications call for a non-working job supervisor, we did not account for this cost in our estimate.

Insulate and Vent Attic and Walls:

- Remove existing insulation
- Remove attic floor boards
- Demo opening for new access
- Blown in exterior wall insulation
 - Insulator anticipates blown in from the exterior, we carried an allowance of \$7,700 for siding patching,
- Plywood air sealing per A103 note 4
- Loose fill insulation over flash coat of foam
 - We assume all debris in attic is removed prior to our start of work.
- Attic access ladder
- Stair access to upper level with wood handrail
- Steel ladder to upper-level bell tower (we are unsure of existing structural support for this ladder, any necessary building modifications to accommodate this ladder would be an extra cost)
- Walk board
- Circular soffit vents at porch eaves
- Electrical allowance of \$4,000 for 8 fixtures
- 4 roof vents
- 3 – 24 x 24 ventilation louvers
- Insulated hatch per 3/A311
- Allowance of \$8,500 to relocate electrical junction boxes due to the attic insulation.
- Allowance of \$5,000 for a blower door test.
- Bolster column per 2/A103.

Porch Remodel:

- Demo existing stairs to 2nd floor.
- Demo closet, window trim, misc. ceiling framing, chimney.
- Re-frame portion of 2nd floor to accommodate new staircase.
- Insulate roof and porch walls.
- Infill attic hatch
- Furnish and install balcony guardrail.
- Allowance of \$3,000 for 6 ceiling lights
- Furnish and install 7 windows
- Build new staircase with wood handrail.

Entrance Re-design:

- Demo existing stoop and ramp
- Remove and reinstall existing columns
- Sitework and concrete for new ramps
- Steel handrails galvanized black
- Grade 2 parking spaces
- Provide one ADA parking sign
- Repair siding and trim per A200, items 18 & 41
- Paint repaired siding
- Furnish and install new front entrance door
- Allowance of \$6,500 for the stone and cap at the concrete walls
- EPDM drip edge between ramp and building per A401.

ADA Bathroom:

- Demo floor in basement level bathroom, tie in sewer line, patch.
- Demo closet, window and chimney
- New finish floor in bathroom
- 30-gallon electric water heater
- Sewer line routing for new bathroom
- Domestic water for new bathroom with hot water recirc line
- Sound insulate party wall at bathroom
- Bead board wainscot per A600 elevations
- Finish paint
- Allowance of \$5,000 for misc. electrical
- Allowance of \$1,500 for bathroom lighting
- ERV exhaust fan

Rear Door:

- Demo existing canopy
- Demo existing door
- Material allowance of \$750 for new door.
- Rot repairs per A200
- New canopy per A200 details
- Snap lock type standing seam roof.

7. BID PROPOSAL FORM

Due: August 6, 2026, 2026 at 2:00 PM

Complete and submit the following proposal, please write clearly.

Scope of Work Item	BID PRICE
A. Insulate and Vent Attic and Walls	\$ 46,909.00
B. "Porch" Remodel	\$ 91,633.00
C. Entrance Redesign	\$ 122,134.00
D. ADA Bathroom	\$ 44,966.00
E. Rear Door	\$ 2,000.00

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

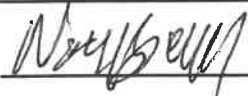
Company: Hunter Excavating Inc

Authorized Representative: Nester Beckwith

Address: 2218 VT RT 100, S Londonderry VT 05155

Phone: 802-856-7165

Email: projects@hunterexvt.com

Signature:  **Date:** 8/6/26

[END OF DOCUMENT]

CUSTOMER
Town of Londonderry
Aileen Tulloch,
Town Administrator
802-824-3356
townadmin@londonderryvt.gov



PROPOSAL #
HE2154
DATE
8/6/26

Job Site Info:
139 Middletown Road
South Londonderry

Town Hall General Contractor Services 2026

The Town of Londonderry has requested a proposal to make improvements to the Town Hall building located at 139 Middletown Rd. This estimate is based upon plans done by Stevens and Associates dated 7/8/2026. Hunter Excavating agrees that all work will be performed in a professional manner according to all manufacturer recommendations in compliance with local and state code requirements. Prior to commencement of work there will be a pre-construction meeting to coordinate impacts of work and scheduling. A construction plan will be developed with a project manager from Hunter Excavating. Any other special accommodation requests outside original construction plan will be met. Weekly meetings will be coordinated by project manager to ensure customer satisfaction throughout project. The following is a breakdown of cost for Hunter Excavating to provide subcontractor and general contracting management services for entire improvement project.

SCOPE OF WORK:

1. Mobilization of equipment and labor for duration of proposed work
2. Coordinate "Dig Safe" utility locating
3. Provide necessary safety measures throughout entirety of project including site protection of materials and access control measures as laid out according to plans. (\$5,000.00)
4. Demolition will consist of salvaging necessary materials for future use on the project. A review of materials will be done prior to installation, with the architect and Town to ensure said materials are in satisfactory condition. All other debris will be removed from site. Cost also includes providing necessary support to temporarily remove front columns for replacement of entrance steps. Shoring plan to be reviewed with the Town and the architect. (\$26,000.00)
5. Installation of ADA concrete ramp (\$62,000.00)
6. Insulation across all parts of project according to plan (\$46,909.00)*
7. Framing done according to plan. Any unforeseen adjustments required in the field will be discussed with the Town and the architect before proceeding (\$14,000.00)
8. To supply necessary utilities for addition of bathroom, we propose trenching down the exterior of building and tying into existing from exterior of building. In addition to this work, the Town would have the opportunity to provide pipe for future waste disposal (\$4,200.00)
9. Plumbing according to plan (\$10,000.00)
10. Electrical according to plan (\$7,500.00)
11. Provide and install windows and doors. Prior to ordering all sizes, styles, and associated hardware will be reviewed with the Town and the architect (\$35,000.00)
12. Finish carpentry according to plan (\$61,733.00)
13. Replace rear exterior door (\$2,000.00)
14. Steel fabrication and installation (\$33,300.00)
15. Provide restoration from construction

Total cost of proposed work.....\$307,642.00*

***NOTE:** plans note insulating 'wall cavities from above.' Without knowing framing details, we estimate filling exterior walls could increase costs up to a maximum of \$10,588.00 which is not included in our Total Cost above. We recommend meeting with the architect and Town before proceeding at this stage. Also note, the Rear Door on the Bid Form was not included in the plans.

Acceptance: Hunter Excavating, Inc. is hereby authorized to perform the work defined in this quote.
Terms of this agreement are mutually agreeable.

X _____ Date _____

Thank you, we look forward to working with you!

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.gov

INVITATION TO BID

RFP NO. 2026-12

DATE: July 9, 2026

PROJECT TITLE: Town Hall General Contractor Services

PROPOSAL DUE DATES: Bid proposals are due by Thursday, August 6, 2026, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: All work required herein shall take place as soon as a contract is executed. Some work is eligible for reimbursement through a Municipal Energy Resilience Program grant (MERP) which must be fully expended by 12/31/2026.

BIDDER ELIGIBILITY:

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

CONTENTS OF THE INVITATION TO BID (ITB):

1. Introduction
2. Scope of Work
3. Pricing
4. Submission of Proposals
5. General Provisions
6. Evaluation and Contract Award
7. Bid Proposal Form

1. INTRODUCTION

The Town of Londonderry is seeking a General Contractor in recognition of the need to preserve the historic Londonderry Town Hall, located 139 Middletown Road in South Londonderry, Vermont, while also modernizing for energy efficiency, ADA access, and comfortable year-round use.

2. SCOPE OF WORK

The Town is seeking proposals for General Contractor Services for various renovation needs. Potential bidders must attend a mandatory pre-bid meeting on 7/23 at 10:00 am at the Town Hall in Londonderry, to view architectural drawings, walk through the building, discuss the scope of work and meet with the members of the Town Hall Renovation Committee. Interested bidders interested in obtaining a copy of the drawings prior to the pre-bid meeting should contact the Town Administrator, Aileen Tulloch via email at townadmin@londonderryvt.gov.

Contractors will submit an all-inclusive, fixed price bid, including sub-contractor costs, if applicable. Interested bidders will need to be willing to invoice MERP related expenses separately.

Terms and conditions may be further defined in a formal contract.

3. PRICING

- A. Proposals will clearly state and explain all costs associated with the services. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

4. SUBMISSION OF PROPOSALS

- A. Bids should be submitted electronically to the following email address: townadmin@londonderryvt.gov. Bids will also be accepted by mail or in-person.
- B. Respondents are to use the enclosed Bid Proposal Form (page 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above, or delivered via mail or in-person. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**Town Hall General Contractor Services**” in the email subject line, or on the envelope if submitted by mailed or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by Town staff as well as the Town Hall and ultimately the Londonderry Selectboard at their next available meeting.

5. GENERAL PROVISIONS

A. RFP Coordinator

The following RFP Coordinator will serve as the single point of contact for this solicitation:

Aileen Tulloch, Town Administrator

Town of Londonderry
100 Old School Street, South Londonderry, VT 05155
Phone: 802-824-3356, ext. 5 Email: townadmin@londonderryvt.gov

Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator.

B. Commitment of Funds

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

C. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at its sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project/purchase. This ITB does not obligate the Town to contract for purchases or services specified herein.

D. Right to Retain and/or Utilize Information Contained in Submitted Proposals

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town and the selected vendor.

E. Right to Extend Contracts

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

F. Insurance Requirements

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is

performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.

- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.
- 6) Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

6. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

- 1) Proposals will be evaluated in accordance with the requirements stated in this request and the *Town of Londonderry Purchasing Policy*.
- 2) The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid

- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.
- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The Town will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's vote on acceptance of the bid and awarding of a contract.

D. Start of Work

Work may commence any time after execution of a contract.

Bid Proposal Form is on following page

7. BID PROPOSAL FORM

Due: August 6, 2026, 2026 at 2:00 PM

Complete and submit the following proposal, please write clearly.

Scope of Work Item	BID PRICE
A. Insulate and Vent Attic and Walls	\$
B. "Porch" Remodel	\$
C. Entrance Redesign	\$
D. ADA Bathroom	\$
E. Rear Door	\$

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]

Windham Contract Water Services, LLC

PO Box 739

South Londonderry, VT 05155

802-258-0181

August 13, 2026

Aileen Tulloch, Town Administrator

Town of Londonderry

100 Old School Street

South Londonderry, VT 05155

Dear Aileen,

Attached please find the Bid Proposal Form for the Town of Londonderry, VT Wastewater Operator Services and a copy of my liability insurance certificate. I have been in business operating as Windham Contract Water Services, LLC providing contract operation services for water and wastewater systems in Southern Vermont for over 20 years. I appreciate the opportunity to bid on the project and provide local support for your community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Margaret Dwyer".

Margaret Dwyer

WCWS, LLC

7. BID PROPOSAL FORM

Due: August 13, 2026, 2026 at 2:00 PM

Complete and submit the following proposal, please write clearly.

Scope of Work Item	Hourly Rate	Maximum Cost per Year
A. Wastewater Operator Services	\$ 55.00	\$ 17,500

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: Windham Contract Water Services LLC

Authorized Representative: Margaret Dwyer

Address: P.O. Box 739, South Londonderry, VT 05155

Phone: 802-258-0181

Email: WCWS@earthlink.net

Signature: Margaret Dwyer Date: 8/13/26

[END OF DOCUMENT]

State of Vermont

Pollution Abatement Facility Operators
Pollution Abatement Facility Operator

Margaret Anne Dwyer
PO Box 739
South Londonderry, Vermont 05155-0739

Credential #:
153.0126242
Status:
Active
Effective:
Aug 01, 2025
Expires:
Jul 31, 2027

Sue G. Roberts
Secretary of State

For the most accurate and up to date record of licensure, please visit <https://sos.vermont.gov/opt/online-services/>

Notable Persons

Specialties
Domestic V

State of Vermont

Pollution Abatement Facility Operators
Pollution Abatement Facility Operator

Margaret Anne Dwyer
4131 Windham Hill Rd
West Townshend, Vermont 05359

Credential #:
153.0126242
Status:
Active
Effective:
Aug 01, 2025
Expires:
Jul 31, 2027

Sue G. Roberts
Secretary of State

For the most accurate and up to date record of licensure, please visit <https://sos.vermont.gov/opt/online-services/>



WINDCON-01

SALJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	CONTACT NAME:		
	PHONE (A/C, No, Ext): (802) 775-2311	FAX (A/C, No): (802) 775-8246	
INSURED Windham Contract Water SvsLLC Margaret Dwyer PO Box 739 South Londonderry, VT 05155	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			NN1910695	10/30/2025	10/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.gov

INVITATION TO BID

RFP NO. 2026-15

DATE: July 13, 2026

PROJECT TITLE: Wastewater Operator Services

PROPOSAL DUE DATES: Bid proposals are due by Thursday, **August 13, 2026**, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: The Town will contract for a period of three years, which will expire on July 1, 2029 and may be renewed by mutual agreement of the parties.

BIDDER ELIGIBILITY:

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

CONTENTS OF THE INVITATION TO BID (ITB):

1. Introduction
2. Scope of Work
3. Pricing
4. Submission of Proposals
5. General Provisions
6. Evaluation and Contract Award
7. Bid Proposal Form

1. INTRODUCTION

The Town of Londonderry seeks a Chief Wastewater Treatment Facility Operator (Grade 1) to operate the South Village Wastewater system currently under construction and to be located at 4215 VT Route 100. The system is expected to be operational late Fall of 2026 or Spring of 2027.

2. SCOPE OF WORK

The Town seeks a contractor or company to perform the duties of a Chief Wastewater Treatment Facility Operator as required in the Indirect Discharge Permit. (See attachment A). The Wastewater Operator will be required to attend training (schedule to be determined) and to create the Quality Assurance/Quality Control plan. Full duties would not start until the system goes into operation.

Terms and conditions may be further defined in a formal contract.

3. PRICING

- A. Proposals will clearly state and explain all costs associated with the services. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

4. SUBMISSION OF PROPOSALS

- A. Bids should be submitted electronically to the following email address: townadmin@londonderryvt.gov. Bids will also be accepted by mail or in-person.
- B. Respondents are to use the enclosed Bid Proposal Form (page 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above, or delivered via mail or in-person. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**Wastewater Operator Services**” in the email subject line, or on the envelope if submitted by mailed or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by Town staff as well as the Town Hall and ultimately the Londonderry Selectboard at their next available meeting.

5. GENERAL PROVISIONS

A. RFP Coordinator

The following RFP Coordinator will serve as the single point of contact for this solicitation:

Aileen Tulloch, Town Administrator
Town of Londonderry
100 Old School Street, South Londonderry, VT 05155
Phone: 802-824-3356, ext. 5 Email: townadmin@londonderryvt.gov

Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator. For questions concerning the type of system being installed, to see

engineering designs, or to schedule a site visit, please contact Chrissy Haskins, PE of Dufresne Group at 802-674-2904 or via email at chaskins@dufresnegroup.com.

B. Commitment of Funds

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

C. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at its sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project/purchase. This ITB does not obligate the Town to contract for purchases or services specified herein.

D. Right to Retain and/or Utilize Information Contained in Submitted Proposals

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town and the selected vendor.

E. Right to Extend Contracts

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

F. Insurance Requirements

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.
- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from

any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.

- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.
- 6) Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

6. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

- 1) Proposals will be evaluated in accordance with the requirements stated in this request and the *Town of Londonderry Purchasing Policy*.
- 2) The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.
- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The Town will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's vote on acceptance of the bid and awarding of a contract.

D. Start of Work

Work may commence any time after execution of a contract.

Bid Proposal Form is on following page

7. BID PROPOSAL FORM

Due: August 13, 2026, 2026 at 2:00 PM

Complete and submit the following proposal, please write clearly.

Scope of Work Item	Hourly Rate	Maximum Cost per Year
A. Wastewater Operator Services	\$	\$

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]

AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DRINKING WATER AND GROUNDWATER PROTECTION DIVISION
ONE NATIONAL LIFE DRIVE – DAVIS 4
MONTPELIER, VERMONT 05620-3521

INDIRECT DISCHARGE PERMIT

Permit No.: ID-9-0340

SECTION A – “ADMINISTRATION”

In compliance with provisions of 10 V.S.A. §1263, and in accordance with the following conditions, the permittee:

Town of Londonderry
100 Old School Street
South Londonderry, Vermont 05155

is authorized to discharge treated domestic sewage from the South Londonderry Village Community Wastewater System, located in Londonderry, Vermont, to groundwater and indirectly to the West River via the collection, treatment and disposal system approved in this permit and described in Condition B2. **This is a New Indirect Discharge Permit.**

A1. Permit Summary:

Expiration Date	March 31, 2031
Type of Waste	Secondary-plus treated Domestic Sewage
Treatment System	Packed Bed Media Filter
Disposal System	Subsurface drip dispersal in mound
Design Capacity	12,960 gallons per day
Drainage Basin	West River drainage basin
Receiving Water	West River
Drainage Area	84.5 square miles
Low Median Monthly Stream Flow (LMMF)	23,042,500 gallons per day
Dilution Ratio (at LMMF)	1,778: 1
Stream Flow: Design Capacity	

A2. Compliance Schedule:

The following schedule summarizes the actions and requirements necessary for compliance with the conditions of this permit. The permittee shall complete the requirements in accordance with the dates indicated. See the designated section for specific details.

<u>Condition # & Description</u>		<u>Schedule Date</u>
A3.	Apply for renewal of Indirect Discharge Permit	January 31, 2031
A4.	Submit the results of Compliance Evaluation for Renewal	January 31, 2031
D4(a).	Have a Vermont Registered Professional Engineer complete an inspection of sewage collection, treatment and disposal system	Annually in April
D4(b).	Submit Annual Inspection Report	Annually by July 1 st
D4(c).	Submit notification of implementation of Engineer's recommendation	Annually by August 1 st
D5.	Notify Secretary of pumping of septic tanks and septage disposal	As specified
D10.	Submit a monthly disposal report for the collection, treatment and disposal system	By the 15 th of each month
D11.b.	Submit a Reserve Capacity determination	January 31, 2031
E1.	Submit Quality Assurance/Quality Control Plan	Within 180 days of Permit issuance
E2.	Collect and analyze influent samples	Quarterly
E3.	Measure the depth of ponding in observation wells	Monthly
E4.	Sewage flow measurement readings	Monthly
E5.	Collect and analyze effluent samples	Quarterly
E6.	Collect and analyze groundwater samples and measure depth to groundwater in monitoring wells	Quarterly
E7.	Submit monitoring report for all analyses	By the 15 th day of the second month following sampling

A3. Expiration Date:

This permit, unless revoked, or amended shall be valid until March 31, 2031 despite any intervening change in Water Quality Standards or the classification of receiving waters. Renewal of this Indirect Discharge Permit will be subject to all rules applicable at the time of renewal, including biological standards to determine significant alteration of aquatic biota.

For the purposes of Title 3, an application for renewal of this Indirect Discharge Permit will be considered timely if complete application is received by the expiration date. However, the permittee should apply for renewal by January 31, 2031.

A4. Compliance Evaluation for Renewal

The application for renewal of this indirect discharge permit must contain the following:

- (1) a completed WR-82 application form (note that the Schedule I application form is also required when changes are proposed to the indirect discharge system that result in a change of the indirect discharge);
- (2) a consultant's evaluation report that shall include the following:
 - (a) a narrative summary of the annual inspection reports from the past five years;
 - (b) an analysis of all monitoring data available for the treatment facility's effluent, groundwater, and receiving stream for the previous five-year period, unless a different time period is established by the Secretary;
 - (c) evaluation of compliance with the Aquatic Biota Criteria, if required by this permit and;
 - (d) an evaluation of compliance with each permit condition and permit limitation.
- (3) payment of the application fee.

A5. Revocation:

The Secretary may revoke this permit in accordance with 10 V.S.A. §1267.

A6. Transfer of Permit:

This permit is not transferable without written approval of the Secretary through the issuance of this permit to a new permittee. The current permittee shall notify the Secretary in writing, before any sale, lease, or other transfer of ownership of the property from which the permitted discharge originates. To obtain this permit, the proposed transferee shall make application for this permit to be reissued in their name.

A7. Indirect Discharge Permit Criteria:

This collection, treatment and disposal system qualifies for an Indirect Discharge Permit in accordance with §14-1802 of the Indirect Discharge Rules, effective April 12, 2019, for Experimental Treatment Systems.

This collection, treatment and disposal system qualifies for an Indirect Discharge Permit in accordance with §14-701(a) of the Indirect Discharge Rules, effective April 12, 2019, for New Indirect Discharges of Sewage. A demonstration of compliance with the Aquatic Permitting Criteria was performed for this new indirect discharge based upon the dilution method, as outlined in Section 14-902 of the Indirect Discharge Rules.

Based on information submitted with the application for an Indirect Discharge Permit, the Secretary presumes that this collection, treatment and disposal system is in compliance with the Aquatic Permitting Criteria, the Vermont Water Quality Standards and the Groundwater Protection Rule & Strategy, as outlined in Sections §14-701 and §14-804(a) of the Indirect Discharge Rules.

A8. Right of the Agency to Inspect:

The permittee shall allow the Secretary or the Secretary's authorized representative upon the presentation of their credentials and at reasonable times:

- a. To enter upon permittee's premises in which an effluent source treatment or disposal system is located or in which any records are required to be kept under the conditions of the permit;
- b. To have access to and copy any records required to be kept under conditions of this permit;
- c. To inspect any monitoring equipment or method required in this permit;
- d. To sample any discharge of waste, groundwater or surface water; and
- e. To inspect any collection, treatment, pollution management and disposal system required by this permit.

A9. Permit Availability:

A copy of this permit shall remain at the office of the permittee and, upon request, shall be made available for inspection by representatives of the Secretary.

A10. Modifications to Approved System:

Modifications of the collection, treatment and disposal system, including any increase in the approved disposal capacity specified in Condition D1, shall be approved by the Secretary before any modifications are made. Modification requests shall be reviewed and approved through a permit amendment.

Minor modifications of the collection, treatment and disposal system which do not reduce the treatment effectiveness or exceed the disposal capacity specified in Condition D1 for this system may be approved in writing by the Secretary without a permit amendment. The permittee shall submit plans to the Secretary for review and approval before any minor modifications are made.

A11. Replacement of Failed Disposal System:

In the event the disposal system fails, the permittee shall apply for an Indirect Discharge Permit amendment for a replacement disposal system that meets the requirements of the Indirect Discharge Rules. The engineering plans for the replacement system shall be reviewed and approved by the Secretary before any construction occurs.

A12. Operating Fees:

This Indirect Discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with procedures provided by the Secretary.

SECTION B "INDIRECT DISCHARGE"

B1. Location of Indirect Discharge:

This New Indirect Discharge disposal system is located in the West River drainage basin. The indirect discharge is located at Latitude N 43° 12' 29.5" and Longitude W 72° 49' 29.3" in the Town of Londonderry, Vermont.

B2. Collection, Treatment and Disposal System:

This permit approves the construction and operation of the sewage collection, treatment and disposal system serving South Londonderry Village.

The sewage collection system consists of a septic tank effluent pumping (STEP) sewer system. Septic tanks with effluent filters on each property, with low pressure sewer services will pump effluent to a common sewer main in the road right-of-way. The common force main conveys liquid-only effluent to the treatment and disposal system located at 4215 Vermont Route 100. The effluent force main discharges into Flow Equalization tanks. The Equalization wet well pumps discharge effluent to the packed bed media filter secondary-plus treatment system, which discharges filtrate to the subsurface drip disposal wet well. The drip dispersal pump system draws filtrate from the drip wet well and discharges to a subsurface drip dispersal mound system. The disposal area consists of six 2,160 gpd zones that are dosed in rotation. The disposal fields are subsurface drip dispersal zones, each with an effective leaching area of 4,500 square feet. A wastewater loading rate of 0.72 gpd per square foot is proposed with 150% redundancy, yielding an effective loading rate of 0.48 gpd per square foot and design flow of 12,960 gallons per day. The treated effluent discharges to groundwater and indirectly to the West River.

SECTION C "SYSTEM CONSTRUCTION"

C1. Previous Approvals:

There are no previous approvals for this collection, treatment and disposal system.

C2. Construction of New Indirect Discharge System:

The permittee shall construct the new South Londonderry Community Wastewater Treatment and Disposal System in accordance with the following plans and specifications stamped by Christina Haskins, PE of Dufresne Group (DG) and approved by the Secretary:

- Plans titled "South Village Community Wastewater System Londonderry, Vermont. CONTRACT 2025-1" dated February 9, 2026, and revised plan sheets C9, C16, C19, C20, and C21 last revised 5/1/2026.
- Technical specifications titled "South Village Community Wastewater System, Contract 2025-1", dated February 2026.

C3. Granted Variances

- a. A variance was granted from the requirements of Section §14-1401 (a)(1)(B) of the Indirect Discharge Rules, effective April 12, 2019, which states that all disposal system designs shall provide for 100% dual alternating fields. The approved design provides six alternating drip dispersal zones dosed in rotation to deliver 150% of the design flow daily. This variance is based on the more even distribution of effluent provided by drip dispersal systems, as well as recommendations from the system manufacturers that drip dispersal systems

be operated without prolonged rest periods and with sequential flow to individual drip zones.

- b. The following variances were granted from the requirements of Section §14-1401 (a)(1)(C) of the Indirect Discharge Rules, effective April 12, 2019, which states that all disposal systems shall meet specified isolation distances:
- Septic tanks minimum horizontal isolation distance to various items.
 - Sewer lines and Force main minimum horizontal isolation distance to property line.

C4. Construction Inspection and Certification:

Before the start of any construction of the approved South Londonderry Village Community Wastewater System, the permittee shall retain a Vermont Registered Professional Engineer to provide inspection of the construction, including, at a minimum, the following applicable components:

- a. The engineer or designated representative, or a licensed surveyor, shall stake out the location of new pump stations, sewer lines, manholes, tanks and disposal fields in accordance with the approved plans.
- b. The engineer or designated representative shall provide a general inspection of the work at reasonable intervals to ensure that construction is completed in accordance with the approved plans.
- c. The engineer or designated representative shall be present for the installation of all major system components.
- d. The engineer or designated representative shall be present for all required leakage and pressure testing, and shall verify the proper operation of all alarms, floats, valves, pumps, controls and any other component of the collection, treatment and disposal system.
- e. The engineer or designated representative shall inspect the preparation of the infiltration surface of the mound system before the subsurface drip lines are installed.
- f. The engineer or designated representative shall, prior to backfilling the distribution piping in each disposal field, witness the testing of each distribution network with clean water to assure that there is complete and even distribution throughout the drip dispersal system. The engineer or designated representative shall verify that the hydraulic design should achieve discharge rates and volumes that vary no more than +10% between all the emitters within a zone during a complete dosing event.

- g. The engineer or designated representative shall maintain written reports of all inspections performed including dates, items inspected and comments. Copies of all inspection reports shall be submitted to the Secretary upon request.
- h. Within 60 days following completion of construction, the inspecting Professional Engineer shall certify in writing to the Secretary that the collection, treatment and disposal system was constructed in accordance with the approved plans and specifications. As-Built plans of the collection, treatment and disposal system shall be submitted to the Secretary with the certification.

SECTION D "SYSTEM OPERATION"

D1. General Operating Requirements:

- a. The Wastewater Treatment Facility shall be operated by a chief Wastewater Treatment Facility Operator having a current wastewater treatment plant operator's certificate for the correct grade based on the complexity of the system. The operator's certification grade shall be Grade I based on the Vermont Water Pollution Abatement Facility Operator Rule, as amended.
- b. The sewage collection, treatment and disposal system shall be operated at all times in a manner that will (1) not permit the discharge of sewage onto the surface of the ground; (2) not result in the surfacing of sewage; (3) not result in the direct discharge of sewage into the waters of the State; (4) not result in a violation of the Groundwater Protection Rule & Strategy; (5) not result in a violation of Water Quality Standards; and (6) not exceed a disposal rate of 12,960 gallons per day.

D2. Specific Operating Requirements:

There are no specific operating requirements for this system.

D3. Effluent Limits:

The Secondary-plus treated effluent to be discharged to the subsurface disposal system shall comply with the following limits at all times:

	<u>Daily Maximum</u>	<u>Monthly Average</u>
Flow	12,960 gpd	N/A
Biochemical Oxygen Demand (5-day)	N/A	15 mg/L
Total Suspended Solids	N/A	15 mg/L
Total Dissolved Phosphorus	Monitor only	Monitor only
Total Kjeldahl Nitrogen	Monitor only	Monitor only
Ammonia (as N)	Monitor only	Monitor only
Nitrate Nitrogen	Monitor only	Monitor only

D4. Annual Inspection, Report and Implementation:

a. Annual Inspection:

Annually, during the month of April, the permittee shall retain a Vermont Registered Professional Engineer to make a thorough inspection, evaluation and report of the complete sewage collection, treatment and disposal system. The engineer's inspection shall include, at a minimum, the following:

1. measuring the accumulation of solids and scum in all septic tanks and determining if the septic tanks should be pumped out that year;
2. verifying the proper operation of all system components including but not limited to pump station pumps, alarms, controls, meters and switching valves;
3. walking the disposal fields, noting the general condition of the ground surface and checking for any signs of surfacing effluent;
4. verifying the proper operation of the secondary-plus treatment system, drip dispersal system and all associated components. In accordance with recommended inspection intervals, the secondary-plus treatment units and the drip dispersal system shall be inspected by approved service providers on a quarterly basis for the first two years of operation, and then every six months thereafter. Inspection reports shall be submitted with the annual inspection report.
5. evaluating the depth to ground water beneath the system as evidenced by the depth to groundwater in the monitoring wells;
6. checking any in-field observation wells for ponding;
7. noting any necessary repairs or maintenance that needs to be performed on the sewage collection, treatment and disposal system.

b. Annual Inspection Report:

By July 1st each year, the permittee shall have a Professional Engineer submit an annual report including the following items:

1. a complete list of the items inspected and the results of the inspection;
2. measurements of accumulation of sludge and scum in all septic tanks;

3. measurements of groundwater depth in each of the groundwater monitoring wells;
4. measurements of observation well ponding during the inspection;
5. verification that the drip dispersal zones have been rotated;
6. observations from quarterly or bi-annual WWTF and drip dispersal inspections, and;
7. a discussion of the recommended repairs and maintenance required.

c. Implementation:

By August 1st each year, the permittee shall notify the Secretary in writing stating how the Engineer's recommendations were or are to be implemented, including submittal of a schedule for the required repair and maintenance items which have not yet been completed.

D5. Septage Disposal:

During the collection, treatment and disposal system's annual inspection, the depth of sludge and scum shall be measured in all septic tanks. The septic tanks shall be pumped if: 1) the sludge is closer than twelve (12) inches to the outlet baffle or; 2) the scum layer is closer than three (3) inches to the septic tank outlet baffle or; 3) otherwise recommended by the inspecting engineer. The permittee shall notify the Secretary in writing of the name and address of the pumper and the municipal sewage treatment facility or other facility approved by the Secretary where the septage is or will be disposed.

D6. System Operation and Maintenance:

The sewage collection, treatment and disposal system shall be operated and maintained at all times in compliance with this permit and in a manner that will not pose a risk to public health and safety, or cause contamination of drinking water supplies, groundwater and/or surface water.

D7. Reporting of Failures:

The permittee shall immediately report any failure of the sewage collection, treatment or disposal system to the Secretary, first by telephone within 24 hours of the failure and then in writing within 5 days of the failure. A failed system is a system that is functioning in a manner (1) that allows wastewater to be exposed to the open air after being discharged, pool on the surface of the ground, discharge directly to surface

water, or back up into a building or structure; (2) that results in a potable water supply being contaminated and rendered not potable; or (3) that presents a threat to human health. The written notice shall include a discussion of the actions taken or to be taken to correct the failure.

D8. Non-Compliance Notification:

- a.** The Permittee shall give advance notice to the Secretary of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- b.** In the event the Permittee is unable to comply with any of the conditions of this permit due, among other reasons, to:
 - 1. Breakdown or maintenance of waste treatment equipment (biological and physical-chemical systems including all pipes, transfer pumps, compressors, collection ponds or tanks for the segregation of treated or untreated wastes, ion exchange columns, or carbon absorption units);
 - 2. Accidents caused by human error or negligence;
 - 3. Any unanticipated bypass or upset which exceeds any effluent limitation in the permit;
 - 4. Violation of a maximum day discharge limitation for any of the pollutants listed by the Secretary in this permit; or
 - 5. Other causes such as acts of nature, the Permittee shall provide notice as specified in subdivisions (c) and (d) of this subsection.
- c.** Pursuant to 10 V.S.A. § 1295, notice for “untreated discharges,” as defined.
 - 1. Public notice: For “untreated discharges” an operator of a Wastewater Treatment Facility (WWTF) or the operator’s delegate shall as soon as possible, but no longer than one hour from discovery of an untreated discharge from the WWTF, post on a publicly accessible electronic network, mobile application, or other electronic media designated by the Secretary an alert informing the public of the untreated discharge and its location, except that if the operator or his or her delegate does not have telephone or Internet service at the location where he or she is working to control or stop the untreated discharge, the operator or his or her delegate may delay posting the alert until the time that the untreated discharge is controlled or stopped, provided that the alert shall be posted no later than four hours from discovery of the untreated discharge.
 - 2. Secretary notification: For “untreated discharges” an operator of a WWTF shall within 12 hours from discovery of an untreated discharge from the

WWTF notify the Secretary and the local health officer of the municipality where the facility is located of the untreated discharge. The operator shall notify the Secretary through use of the Department of Environmental Conservation's online event reporting system. If, for any reason, the online event reporting system is not operable, the operator shall notify the Secretary via telephone or e-mail. The notification shall include:

- i. The specific location of each untreated discharge, including the body of water affected. For combined sewer overflows, the specific location of each untreated discharge means each outfall that has discharges during the wet weather storm event.
 - ii. Except for discharges from a WWTF to a separate storm sewer system, the date and approximate time the untreated discharge began.
 - iii. The date and approximate time the untreated discharge ended. If the untreated discharge is still ongoing at the time of reporting, the entity reporting the untreated discharge shall amend the report with the date and approximate time the untreated discharge ended within three business days of the untreated discharge ending.
 - iv. Except for discharges from a WWTF to a separate storm sewer system, the approximate total volume of sewage and, if applicable, stormwater that was released. If the approximate total volume is unknown at the time of reporting, the entity reporting the untreated discharge shall amend the report with the approximate total volume within three business days.
 - v. The cause of the untreated discharge and a brief description of the noncompliance, including the type of event and the type of sewer structure involved.
 - vi. The person reporting the untreated discharge.
- d. For any non-compliance not covered under Condition D8.c of this permit, including failure of the collection, treatment, and disposal system, an operator of a WWTF or the operator's delegate shall notify the Secretary within 24 hours of becoming aware of such condition and shall provide the Secretary with the following information, in writing, within five days:
- 1. Cause of non-compliance;
 - 2. A description of the non-complying discharge including its impact upon the receiving water;

3. Anticipated time the condition of non-compliance is expected to continue or, if such condition has been corrected, the duration of the period of non-compliance;
4. Steps taken by the Permittee to reduce and eliminate the non-complying discharge; and
5. Steps to be taken by the Permittee to prevent recurrence of the condition of non-compliance.

D9. Discharge Restrictions:

The permittee shall not allow any person to discharge or cause to be discharged anything other than sewage to this collection, treatment and disposal system.

D10. Monthly Report:

On a monthly basis, the permittee shall submit a disposal report to the Secretary summarizing all information for the collection, treatment and disposal system required for the previous month. The report shall be submitted to the Secretary by the 15th of each month for all activities for the previous month. The report shall be signed by the permittee, under the following statement:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

D11. Reserve Connection Capacity:

- a. Reserve capacity for additional construction shall be determined by subtracting the highest monthly average flow during a minimum of four years from the 365-day connected capacity. New connections shall be authorized using the design flows in the Wastewater System and Potable Water Supply Rules, as amended.
- b. Reserve capacity shall be reported at the time of each permit renewal (every five years) and include a summary of all the flow data from the previous 5-year permit period.

SECTION E "MONITORING"

E1. Quality Assurance/Quality Control Plan:

The permittee shall perform compliance monitoring in accordance with an approved Quality Assurance/Quality Control Plan (QA/QC Plan) and the conditions of this Indirect Discharge Permit. The QA/QC plan shall be submitted within 180 days of the Indirect Discharge Permit issuance and address all operational testing, effluent monitoring, and ground and surface water monitoring. The QA/QC plan shall include information about the number and location of groundwater monitoring wells.

E2. Influent Monitoring:

Once the system is in operation, the influent shall be sampled at the sample port in the valve pit just prior to the packed bed media filter system. The influent shall be sampled and analyzed as follows:

<u>Parameter</u>	<u>Units</u>	<u>Sample Type</u>	<u>Sample Frequency</u>
Flow		Reading	Daily
Biochemical Oxygen Demand (5-Day)	mg/L	Grab	Quarterly
Total Suspended Solids	mg/L	Grab	Quarterly
Total Dissolved Phosphorus	mg/L	Grab	Quarterly
Nitrate Nitrogen	mg/L	Grab	Quarterly
Chloride	mg/L	Grab	Quarterly
pH	S.U.	Grab	Quarterly

E3. In-Field Observation Wells:

The depth of ponding in each leachfield observation well shall be measured and recorded monthly, and the results submitted to the Secretary by the 15th of the month following the month of measurement.

E4. Sewage Volume Measurement:

Flow measurement readings shall be recorded daily as noted in conditions E2 and E5, and calculations of daily average sewage flows shall be submitted monthly to the Secretary by the 15th of the month following the recording period.

E5. Effluent Monitoring:

Once the system is in operation, the effluent shall be sampled and analyzed at the drip dispersal wetwell that discharges to the drip dispersal fields as follows:

<u>Parameter</u>	<u>Units</u>	<u>Sample Type</u>	<u>Sample Frequency</u>
Flow		Reading	Daily
Biochemical Oxygen Demand (5-Day)	mg/L	Grab	Quarterly
Total Suspended Solids	mg/L	Grab	Quarterly
Total Dissolved Phosphorus	mg/L	Grab	Quarterly
Nitrate Nitrogen	mg/L	Grab	Quarterly
Chloride	mg/L	Grab	Quarterly
pH	S.U.	Grab	Quarterly

The results of the effluent analyses shall be submitted to the Secretary by the 15th day of the second month after sampling takes place. The Secretary reserves the right to require increased monitoring of the system should operation of the system fail to meet the requirements of Sections D (1) and D (3).

E6. Groundwater Monitoring:

a. Chemical:

The groundwater in the monitoring wells shall be sampled in accordance with the QA/QC plan required by condition E1, and analyzed as follows:

<u>Parameter</u>	<u>Units</u>	<u>Sample Type</u>	<u>Sample Frequency</u>
Total Dissolved Phosphorus	mg/L	Grab	Quarterly
Nitrate Nitrogen	mg/L	Grab	Quarterly
Chloride	mg/L	Grab	Quarterly
pH	S.U.	Grab	Quarterly
Depth to Groundwater	Feet	Measure	When sampling

Quarterly sampling shall be performed during the months of February, May, September, and November each year. The results of the effluent analyses shall be submitted to the Secretary by the 15th day of the second month after sampling takes place. The Secretary reserves the right to require increased monitoring of the system should operation of the system fail to meet the requirements of Sections D(1) and D(3).

b. Groundwater Levels:

The depth to groundwater (below ground surface) in all monitoring wells installed around the disposal fields shall be measured and recorded quarterly. The results of these measurements shall be submitted to the Secretary quarterly, to be included in the monthly disposal field observation well report listed in condition E3.

E7. Submittal of Monitoring Results:

The results of all sampling required by this permit shall be submitted to the Secretary by the 15th day of the second month following the date of sampling.

E8. Sampling and Testing Procedures:

All wastewater, groundwater and surface water sampling, preservation, handling and test procedures used to comply with the monitoring requirements herein shall conform to procedures specified in the most current edition of Standard Methods for the Examination of Water and Wastewater APHA - AWWA - WPCF, and the Vermont Water Quality Standards unless written approval of an alternate method is received from the Agency.

The laboratory utilized for analyzing the samples shall demonstrate successful participation in third party proficiency testing recognized by ISO or NELAP for all parameters and shall analyze any check sample provided by the Secretary. Failure to obtain an acceptable result for either the Secretary's check sample or successful third-party proficiency testing may be a basis for requiring an alternate analytical laboratory.

E9. Miscellaneous:

If the permittee monitors any required parameter set forth in this permit for this treatment and disposal system more frequently or at additional locations outside the treatment facility than required by this permit, the results of such monitoring shall be submitted to the Secretary.

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Secretary. Records shall include laboratory bench sheets showing exact location, time, and composites of sample as well as analytical procedures used, interim results obtained and all calculations supporting the reported test results.

E10. Additional Monitoring Requirements:

The Secretary reserves the right to require additional monitoring of the collection, treatment and disposal system should operation of the system fail to meet the requirements of Conditions D1 and D6.

SECTION F "COMPLIANCE REVIEW"

If the results of any inspection or monitoring indicate that an exceedance of the disposal limits identified in Condition D1, or a violation of the Vermont Water Quality Standards is occurring, or is likely to occur, the Secretary may require the permittee to take appropriate corrective actions to eliminate a violation or reduce the possibility of a violation.

The issuance of this permit, ID-9-0340, relies upon the data, designs, judgement and other information supplied by the applicant, the applicant's consultants and other experts who have participated in the preparation of the application. The Secretary makes no assurance that this system will meet the performance objectives of the applicant, and no warranties or guarantees are given or implied.

SECTION G "EFFECTIVE DATE"

This permit, ID-9-0340, is effective on the date of signature.

SECTION H "APPEAL RIGHTS"

This permit may be appealed to the Environmental Division of the Vermont Superior Court within 30 days of the date of this permit.

Julia S. Moore, Secretary
Vermont Agency of Natural Resources

By:  Date: May 4, 2026

Nathan Kie, Indirect Discharge and Underground Injection Control Programs Supervisor

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.gov

ADDENDUM

RFP NO. 2026-15

ADDENDUM DATE: July 28, 2026

PROJECT TITLE: Wastewater Operator Services

1. ADDENDUM TO SCOPE OF WORK

- The Wastewater Operator will **not** need to write the Quality Assurance/Quality Control Plan.
- The Wastewater Operator's duties will be limited to handling monthly reporting, sampling and onsite inspections twice a year.
- **Advanced Onsite Services** will be handling all maintenance, service and oncall for the Oakson and Orenco tanks, pumps and equipment.

Tina Labeau

From: Aileen Tulloch
Sent: Thursday, August 13, 2026 12:46 PM
To: Tina Labeau
Subject: Fw: Letter of support from the Selectboard to apply for a Village Trust Initiative grant from PTV

Can you add this to the agenda?

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From: legbild@myfairpoint.net <legbild@myfairpoint.net>
Sent: Thursday, 13 August 2026 10:52:48
To: Aileen Tulloch <townadmin@londonderryvt.gov>
Cc: Susan Collins <susanegcollins@gmail.com>
Subject: Letter of support from the Selectboard to apply for a Village Trust Initiative grant from PTV

Hello Aileen,

I hope all is well for you and as I believe you may be on vacation or have returned and wanted to ask, if you have returned, how the Community Fund for Londonderry (CFL) may be able to obtain a letter of support from the Selectboard on relatively short notice, to apply for a Village Trust Initiative Grant (see link below) from the Preservation Trust of Vermont (PTV) This is the final year and round for these grants and the CFL recently met with Nicole Gratton of the PTV to talk about applying for this final round, as they appear to be very interested in seeing a project take place in this part of Vermont. The CFL discussed a number of potential projects and one in particular appeared to be a good fit. CFL is already working to complete other components needed to complete the application.

The building that housed the South Londonderry Post Office, although it needs quite a bit of work, appears to have the potential for a variety of uses, one of which may be a return of the USPS. If not, other potential uses have been identified and Nicole encouraged CFL to seek a grant as she envisioned good potential in the building and said that since only a portion of the building was in the flood zone, it still remains viable for review of the building as a project. According to PTV, they do a lot of the leg work to get the project off the ground, once a grant is awarded. PTV will also work with CFL to formulate a plan for ownership and management. Ownership would not involve the Town and as I understand it, could not be owned by the Town, but the Town would need to support the project as prescribed on the application (please see link to application form page below which would need to be included with the application). A community trust or fund is what PTV seeks as the receiver of the grant.

Applications are due September 8th, so the timeline to complete the application and submit it is tight at this time, which is why CFL would be very grateful if it could obtain the support of the Selectboard at their

next meeting if there is still time to include it on their agenda. It would also be very grateful for any help and direction you can give us to obtain a completed form of SB support so CFL may meet the application submittal deadline. Please let me know if you have any further questions and once again, thank you for any help can give us to place this on the next SB meeting's agenda or obtain a completed from of support if there is an allowable alternative, so we can meet the application submittal deadline.

Village Trust Initiative Grant information and application - <https://ptvermont.org/village-trust-initiative-2026/>

Village Trust Application page regarding support/endorsement of intent for the Community Fund of Londonderry, VT, Inc. to apply for the 2026 Village Trust Initiative Grant. -

https://docs.google.com/document/d/1xXyFykos9bgooRO_GiqNzvtMwjLAMo84/edit

Very best wishes,

For The Community Fund for Londonderry, VT, Inc.

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