

# Town of Londonderry, Vermont

## Selectboard Meeting Agenda

Monday, February 17, 2025 – 6:00 PM  
139 Middletown Road, South Londonderry, VT 05155

1. Call Meeting to Order
2. Additions or Deletions to the Agenda [[1 V.S.A. 312\(d\)\(3\)\(A\)](#)]
3. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)
4. Minutes Approval – Meeting(s) of 2/3/2025
5. Selectboard Pay Orders
6. Announcements/Correspondence
7. Visitors and Concerned Citizens
8. Town Officials Business
  - a. Board of Listers – Annual certificate of no appeals/suits [[32 V.S.A. 4155](#)]
  - b. Planning Commission – Updates and discussions on Commission matters
  - c. Mountain Towns Rec. Director – Consider compensation rates for parks and recreation temporary part-time employees
9. Transfer Station/Solid Waste Management
  - a. Updates
10. Roads and Bridges
  - a. Updates
  - b. Discuss Brophy Lane warning sign
  - c. Adopt annual VTrans Certification of Compliance with Town Road & Bridge Standards and network Inventory
  - d. Discuss VTrans FY2025 Municipal Highway Grant application
  - e. Consider application(s) for excess vehicle weight permits [[23 V.S.A. 1400a](#)]
11. Old Business
  - a. Rivers projects updates
  - b. Village Wastewater Project – Consider amendment to Engineering Services Agreement(s)
  - c. Town Office Renovations Project – Approve bond documents
  - d. Town Office Renovations project – Consider change order(s)
12. New Business
  - a. Consider request to use Town Hall – Weston Theater Company
  - b. Consider employee compensation matters
  - c. Executive session – Pending or probable civil litigation or a prosecution, to which the public body is or may be a party, per 1 V.S.A. 313(a)(1)(E)
13. Adjourn

***Posted and distributed on February 14, 2025***

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

***Live video of meetings available at:***

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

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**Town of Londonderry, Vermont  
Selectboard**

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DRAFT 2

Meeting Minutes  
Monday, February 3, 2025  
139 Middletown Road, South Londonderry, VT 05155

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

**Board members absent:** None.

**Town Officials:** Liam Elio, Mountain Towns Recreation Director; Esther Fishman, Londonderry Solid Waste Group; Sally Hespe, Selectboard Meeting Note Taker; Tina Labeau, Town Treasurer; Allison Marino, Town Clerk; Highway Department employee Donald Derby, and Pamela Spaulding, Planning Commission.

**Others in Attendance:** Melissa Brown; Nicholas Crane; Doug Friant; Jen Greenfield; Paul Hendler; Scott Ross; Anna Stoddard; Chad Stoddard; Aileen Tulloch; Ryan Anderson; Vermont Agency of Natural Resources representatives Marie Caduto (via phone), Ben Green and Scott Jensen, and GNAT camera operator Bruce Frauman.

**1. Call Meeting to Order**

Chair Tom Cavanagh called the meeting to order at 5:00 p.m.

**2. Additions or Deletions to the Agenda** [1 VSA 312(d)(3)(A)]

*James Ameden moved to delete from the Old Business section of the agenda the consideration of change orders for the Town Office Renovations project, which shall be addressed at the next regular meeting, seconded by Taylor Prouty. The motion passed unanimously.*

*Tom Cavanagh moved to add to the Bond Bank Letter of Commitment to the New Business section of the agenda, seconded by Jim Fleming. The motion passed unanimously.*

**3. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)**

*At 5:05 p.m., Taylor Prouty moved to enter executive session to consider the appointment or employment or evaluation of a public employee, pursuant to Title 1 V.S.A. Section 313(a)(3), and invited Donald Derby, Josh Dryden and Tina Labeau to attend the executive session, seconded by James Ameden.*

*At 5:16 p.m. Martha Dale moved to enter executive session to consider the appointment or employment or evaluation of a public employee, pursuant to Title 1 V.S.A. Section 313(a)(3), and invited Aileen Tulloch and Tina Labeau to attend the executive session, seconded by James Ameden.*

*Executive Session ended at 5:22 p.m.*

#### **4. Discuss Town Administrator recruitment process**

*Martha Dale moved to hire Aileen Tulloch to the full-time position of Town Administrator with starting salary of \$65,000 annually, plus full benefits including 10 vacation days, effective March 24, 2025, subject to completion of a probationary period of 6 months, seconded by Jim Fleming. The motion passed unanimously.*

Aileen Tulloch responded that she is excited for the opportunity and eager to meet everyone in Londonderry. She currently lives in Putney, where she is the Selectboard Chair and previously served as a Lister. Tom Cavanagh indicated that the Vermont League of Cities and Towns has a pilot program to help with the transition process and Shane O'Keefe will continue to work for up to 10 hours a week until the end of June.

*James Ameden moved to enter executive session to consider the appointment or employment or evaluation of a public employee, pursuant to Title 1 V.S.A. Section 313(a)(3), and invited Nicholas Crane, Esther Fisherman, and Tina Labeau to attend the executive session, seconded by Jim Fleming.*

*James Ameden moved to hire Nicholas Crane to the part-time position of Transfer Station Attendant at a rate of pay of \$18 per hour, without benefits, effective February 2, 2025, subject to completion of a probationary period of 6 months, seconded by Taylor Prouty. The motion passed unanimously.*

Melissa Brown asked if the transfer station will be open on Sundays once the new Transfer Station Attendant begins work, and the Board answered that this will be considered after the new Transfer Station Attendant completes training.

#### **5. Minutes Approval – Meetings of 1/20/2025 and 1/23/2025**

*James Ameden moved to approve the minutes of the Selectboard meetings of January 20, 2025 and January 23, 2025, seconded by Martha Dale. The motion passed unanimously.*

#### **6. Selectboard Pay Orders**

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

#### **7. Announcements/Correspondence**

Town Treasurer Tina Labeau made the following announcement:

- The Town Annual Report will be mailed by February 19, 2025.

Town Clerk Allison Marino made the following announcements:

- Dog licenses are due April 1, 2025.
- Magic Mountain has requested 7 days of outside liquor licenses.



## 8. Visitors and Concerned Citizens

Melissa Brown asked why there was not an option to attend the Selectboard meeting remotely, especially considering the Short-Term Rental working group meeting held prior to the Board meeting offered a Zoom option. Brown hopes that future Board meetings will have a regular Zoom option.

Jen Greenfield, owner of Snowdon Chalet asked if there have been any recent issues reported by neighbors located near Magic View. She indicated that several people staying at Magic View have been wandering her property and “casing” the place. Taylor Prouty said the last police log had similar reports. The Board suggested Greenfield and anyone else affected contact the sheriff at the non-emergency number.

## 9. Town Officials Business

### a. Town Treasurer – Review FY2024 Town Audit

Town Treasurer Labeau reported that overall, the year went pretty well. Over \$1 million spent on road repairs resulted in a \$210,000 deficit in the fund balance at the end of the year, but more than \$600,000 has been recouped in the new fiscal year. Labeau anticipates a surplus at the end of the current year.

Martha Dale asked if the audit performed by Sullivan, Powers & Co. was clean, and Labeau responded there were no issues this year. Pam Spaulding had a question about the audit report pertaining to Page 39, Age of Spouse. This section is actuarial information required by the Vermont Municipal Employees’ Retirement System, and any questions on the content would need to be referred to that agency or the auditor.

*Martha Dale moved to accept the FY2024 Town Audit as presented, seconded by Jim Fleming. The motion passed unanimously.*

### b. Mountain Towns Recreation Director – Consider compensation rates for parks and recreation temporary part-time employees

The Board discussed hourly rates submitted by the Mountain Towns Recreation Director. All agreed the rates seemed in line with surrounding towns. Pam Spaulding inquired why referees are paid more than umpires, which seems to be due to the active running involved with refereeing both basketball and soccer.

*Martha Dale moved to approve compensation rates for temporary part-time parks and recreation positions at the following hourly rates of pay:*

- *Basketball Referee - \$40.00*
- *Soccer Referee - \$40.00*
- *Baseball Umpire - \$20.00*

- *Basketball Bookkeeper - \$15.00*
- *Basketball Clock operator - \$15.00*

*Seconded by James Ameden. The motion passed unanimously.*

**c. Planning Commission – Consider hiring a person to provide technology services for meetings**

Pam Spaulding, representing the Planning Commission, proposed the hiring of Ryan Anderson to provide technology services for commission meetings. Spaulding disclosed that Anderson is her son-in-law, and he has been providing assistance with Zoom meeting setup and administration since the Fall.

It was decided that the best way to hire Anderson would be as a Town employee paid an hourly wage. This would also allow Anderson to assist at other committee meetings if available. The cost of assisting at Planning Commission meetings would come out of that committee's communication budget and a draw-down statement would be supplied to the committee every few months. Any technology assistance provided outside the Planning Commission would be paid from other budgets.

*Martha Dale moved to hire Ryan Andersen to provide technology services for meetings at \$25 per hour, with a \$50 minimum per meeting, effective 2/10/2024, subject to completing a probationary period of 6 months, seconded by Taylor Prouty. The motion passed unanimously.*

**10. Transfer Station/Solid Waste Management**

**a. Updates**

The vending machine is up and running, although occasionally not working for certain credit cards. There are also issues with purchasing bulk card purchases, and Town staff will follow up with the company. Esther Fishman thanked Tom Cavanagh for his work on this project; Tina Labeau and Allie Marino were also thanked.

Esther Fishman reported that over 100 tons of dirt were dropped at the transfer station fill area and staff are concerned the time needed to push it back with the backhoe will leave them unable to punch cards. Tom Cavanagh will talk to Josh about having the road crew use the Town front loader to assist.

Bruce Frauman asked about the kindling that used to be available at the transfer station for resident use. Esther Fishman confirmed it is no longer there and will inquire about status.

## 11. Roads and Bridges

### a. Updates

Taylor Prouty noted there is nothing specific to report. In general, there have been a lot of little storms which utilize resources. Tina Labeau reported that current expenditures are in line with prior years.

### b. Consider application(s) for excess vehicle weight permits [23 V.S.A. 1400a]

Applications are from companies that have applied in previous years, and all insurance policies have been verified.

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

- *Newport Sand & Gravel Company, Inc.*
- *Renaud Brothers, Inc., and,*
- *Valley Crane Services, Inc.*

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

## 12. Old Business

### a. Recommendation on the future of the Williams Dam

Several representatives from the state were present to answer questions on the future of the Williams Dam: Marie Caduto, Springfield Area Watershed Planner (via phone); Ben Green, Dam Safety Engineer; and Scott Jensen, River Management Engineer.

One of the questions voiced by community members concerns dredging around the existing dry hydrant. Ben Green indicated the location of the pond and the amount of sediment would make it tough to keep the hydrant open. Other towns with similar setups have ultimately moved the location of dry hydrants. Dredging behind the hydrant would also need buy-in from adjacent property owners and consideration that this could be a frequent activity after each big storm. The state would need a plan and to determine if this is a permissible activity. Melissa Brown asked if the state has a record of any prior applications to dredge part or entire pond. Green and Cavanagh stated they have not found any record of permits to dredge.

Scott Ross, who lives directly across from the dam asked what is the fate of the dam, and what is the point of spending large sums to dredge when it will probably flood again. The board ultimately will decide based on all the information and options gathered, sooner rather than later. One factor to consider, the cost of removing the dam will be covered by funding, but not any other cost. Additionally, the dam is uninsurable so future damages would need to be absorbed by the Town.

Opposition to removal is the fire department, as the dam is a source of water for firefighting. Others in town have indicated that the pond contributes to the aesthetic of the town.

Scott Jensen explained that the dam was reclassified as a “Significant Hazard”, which is defined as significant loss of property around dam and some measurable loss of property downstream. He clarified that the “Hazard” potential classification does not have anything to do with the physical condition of the dam or how it might perform under certain circumstances. The Williams dam has been in “Poor” condition for quite a while and not operational since the 1990s.

The Board reiterated that it is still weighing all options. Paul Hendler relayed that the SLR International report of July 2024 shows dam removal will improve conditions upstream and in the area surrounding dam, but the effects downstream are not known.

Resident Chad Stoddard expressed interest in dredging the entire pond back to its original depth and said 2 local excavation companies offered to do this for free. Cavanagh said no companies have come forward to the Town with this offer. Hendler said that dredging wouldn’t have any effect on future flooding. Anna Stoddard stated she wants the damn to stay because she doesn’t want her house to burn down without a water source. Once the damn is removed it can never be put back.

The Board agreed that a decision needs to be made, and the next and final step is to find a satisfactory solution for the fire department. The Board will reach out to Troy Dare for options on water sources, including dry hydrants and cisterns.

Melissa Brown urged thoughtful consideration as this is a very complicated decision.

### **13. New Business**

#### **a. Discuss winter meeting schedule**

It was decided to stick to the current meeting schedule as posted.

#### **b. Consider employee compensation matters**

*Taylor Prouty moved to adjust the hourly rate of pay for Donald Derry to \$32 per hour effective February 10, 2025, seconded by Martha Dale. The motion passed unanimously.*

#### **c. Bond Bank Commitment letter**

The Town received approval from the Vermont Bond Bank for bond to finance town office renovations. The closing will be on March 6<sup>th</sup>.

*Martha Dale moved to authorize the Town Administrator to sign all paper work for the Town Office building, seconded by James Ameden. The motion passed unanimously.*

Martha Dale reminded the Board that she was advised at a workshop that a line of credit should be secured for future emergencies in case the Town is unable to tap into federal funding. The Town does not currently have a line of credit, so this might be something the new Town Administrator can explore with the Town Treasurer.

#### 14. Adjourn

*Jim Fleming moved to adjourn the meeting, seconded by Taylor Prouty. The motion passed unanimously.*

The meeting adjourned at 7:28 PM. The next regular meeting of the Selectboard is scheduled for 2/17/2025.

Respectfully Submitted,

Sally Hespe, Town Minute Taker

Approved February 17, 2025

LONDONDERRY SELECTBOARD

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Thomas Cavanagh, Chair

Form PVR-4155  
CERTIFICATE - NO APPEAL OR SUIT PENDING

We hereby certify that on this date there are not any appeals pending from action of the Listers nor suits pending to recover taxes paid under protest relating to the April 1, 2024 grand list of Londonderry, Vermont.

Given under our hands at \_\_\_\_\_ in the County of Windham, State of Vermont, this \_\_\_\_\_ day of February, 2025.

Listers

Selectboard

Sanogah Clark Chair  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attested this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, Town Clerk

Attach to final grand list lodged with the town clerk.

**32 V.S.A. § 4155. Certificate and attestation - No appeal or suit pending**

When no statutory appeal as provided by law from the appraisal of the listers and no suit to recover taxes paid under protest is pending on the first Tuesday of February following such lodgment, the selectboard and listers of a town or the mayor and assessors of a city shall endorse a certificate to that effect upon the grand list and the same shall be attested by the town or city clerk with the date of such attestation.

**32 V.S.A. § 4156. After appeal and suit determined**

When any such appeal or suit is then pending, such certificate shall be made as soon as such appeal or suit has been finally determined.

**32 V.S.A. § 4157. Effect of such certificate**

From the date of endorsing such certificate upon the grand list as aforesaid to the effect that no such appeal or suit is pending, when offered in evidence in any court in this state, such list shall be received as a legal grand list of such town or city and its validity shall not be put in issue by any party to any action in any hearing or trial in any court.

**Selectboard Agenda Item Request**

Today's date: 02/11/2025

Date requested for meeting: 02/17/2025

**Requestor Contact Information:**

Name: Pamela J. Spaulding

Mailing address: P.O. Box 126, South Londonderry, VT 05155-0126

Preferred phone # 802-824-5900

Email address: p.spaulding@londonderryvt.org

Signature: Pamela J. Spaulding

Londonderry resident or property Owner?

☒ YES

☐ NO

Representing Londonderry business or organization?

☒ YES

☐ NO

Name of business or organization: Planning Commission

Departmental/Intergovernmental request?

☐ YES

☒ NO

Name of Department or Govt. Organization: \_\_\_\_\_

Category of matter to be discussed with the Selectboard (check all that apply):

☐ New Business

☒ Old Business

☐ Request for Service

☐ Executive Session

☐ Nomination for Appointed position

☐ Other: \_\_\_\_\_

Brief description of topic to be discussed:

Supplemental Info attached?

☐ YES

☒ NO

- 1) Update from Selectboard re. '24-'25 Stipend donation to Town Hall Renovation Fund
- 2) Meeting with Ned Swanberg proposal
- 3) Transcriptionist for Planning Commission

The Londonderry Selectboard meets regularly on the first and third Mondays of the month at 6:00 PM in the Londonderry Town Office (Twitchell Building) or remotely as appropriate, and may also meet as necessary in special meetings. All meetings are open to the public. To be considered for inclusion on the Board agenda, requests should be submitted to the Town Administrator by noon on the Wednesday before the meeting. Staff will contact the individual specified above to confirm agenda scheduling. Requests may be referred to Town departments or committees, as appropriate, in advance of the Board meeting to allow for adequate internal review, preparation and comment.

**\*\* For Town Administrator's office only \*\***

Date received: 2/10/2025

Date scheduled for meeting: 2/17/2025

Add'l information received: N/A

Referred to Department/ Committee? ☐ YES

☒ NO

Notes: Stipend donation discussed at the 1/6/2025 Selectboard meeting.

Town Administrator Signature: \_\_\_\_\_

Date: 2/14/2025

**From:** Recreation Director  
**Sent:** Thursday, February 13, 2025 5:53 AM  
**To:** Shane O'Keefe; Tina Labeau; Tom Cavanagh  
**Subject:** Next Selectboard Meeting Please

If we could please...

1. The Advisory Committee, after completing Liam's 1.5 year review, advises to increase his salary the budgeted FY25 cost of living increase of \$2000 to \$57,000, retroactive to January 1st, 2025.
2. The MTRD is asking to make a correction to the recently SB approved wages for officials.
  - a. Baseball Umpire (Solo or Plate) = \$25/hr
  - b. Baseball Umpire #2 (Bases) = \$20/hr

Job	Wage	Per	Game Time	Wage per Game
Basketball Ref	\$ 40	hour	1	\$ 40
Soccer Ref	\$ 40	hour	1	\$ 40
Baseball Umpire Solo or Plate	\$ 25	hour	2	\$ 50
Baseball Umpire #2 (Bases)	\$ 20	hour	2	\$ 40
Basketball Books	\$ 15	hour	1	\$ 15
Basketball Clock	\$ 15	hour	1	\$ 15
Non-Volunteer Event Staff	\$ 15	hour		

Please and thank you.

**LIAM ELIO**  
 (he/him)  
**MOUNTAIN TOWNS RECREATION DIRECTOR**  
 802.824.3356 ext: 8



**From:** Peter Lerner <peterlern@gmail.com>  
**Sent:** Wednesday, January 1, 2025 2:47 PM  
**To:** Shane O'Keefe; Taylor Prouty; James Ameden Jr.; Jim Fleming; Martha Dale  
**Cc:** Steph  
**Subject:** Brophy Lane "Warning Sign" - Request for removal - Inconsistent with beauty of area  
**Attachments:** 7BE62D34-211B-4E5E-880D-B0E34656A481\_1\_201\_a.heic; D29A4881-5C8E-4E55-A6BD-39517757C96E\_1\_105\_c.jpeg; A1888115-6580-4C6B-BC4F-AAC92BAB6E19\_1\_105\_c.jpeg; 6DFB9919-4242-4070-A0A8-D9D5AAF79D59\_1\_105\_c.jpeg; 8D8E3DA9-A3F7-44DD-BC53-3A43F1A6DBEE\_1\_105\_c.jpeg; D4574F98-3574-4335-B9AF-EC7546854540\_1\_105\_c.jpeg; C2619822-5D9B-4570-8483-C76A90078848\_1\_105\_c.jpeg; 96A150FE-05E9-4BD0-98DB-D42E276517A1\_1\_105\_c.jpeg

[Some people who received this message don't often get email from peterlern@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hello Selectboard members and Happy New Year!

We bought the house at 410 Brophy Lane (end of the road on the right) in October 2012. While looking at houses with Kathy Snyder, the remote beauty of the "blue house in the woods by the brook" hooked us immediately. We quickly moved to closing and are, as we understand it, only the 2nd owners of the house/this unique plot.

Our boys were 5 & 12 at the time and we have spent every Christmas/New Years break, February break, many Thanksgivings, large parts of the summers (boys going to/working at local camps) and many long and random weekends/days at the house (including full-time in COVID), creating memories, having fun, and improving the house and land. We expect to continue to spend a lot of time at the house enjoying the quiet beauty of the surroundings and the rumblings of the brook.

With that background, on to the point of my email.....We were very happy when the "NO OUTLET" (or similar) sign at the corner of Brophy and Sheerwood was removed several months ago. From the time the sign went up - 2021/2022? - we felt it was unnecessary, and out of character with the surroundings. We understand our neighbors on the corner reached out to have it removed.

Now, we are asking that the big Orange and White "WARNING SIGN" at the end of Brophy Lane - and behind large boulders (and in winter big snow/sand piles) - be similarly removed. Attached are photos showing the boulders, the snowpile, and how the sign interferes, and is inconsistent with, the quiet enjoyment and beauty of surroundings.

In the nearly 12 1/2 years we have owned the house, we have seen only a handful of cars come down Brophy and then turn around, or otherwise seem "surprised" that the road stops. This was always rare, it's even more rare now that most everyone uses Google, Apple or Waze, and not outdated GPS devices. Plus, the rather large rocks and snow piles make clear that the road ends.

The sign is wholly out of character with the surroundings and unnecessary. We would very much appreciate it being removed.

We are happy to talk about it and otherwise help move this forward.

Thanks - Peter & Stephanie Lerner

(917-572-5329 - Peter cell)







**From:** Brunk, Meghan <Meghan.Brunk@vermont.gov>

**Sent:** Friday, January 31, 2025 11:25 AM

**To:**

**Subject:** VTrans Grants and Annual Financial Plan

**Importance:** High

Good morning,

This year's round of Town Highway Grants has begun and with Town Meeting Day approaching it is time to distribute the Annual Financial Plan forms. Please find attached four documents for the Town Highway Grant Program and for the Annual Town Financial Plan: a cover letter, TA 60 Annual Financial Plan, a TH Grant Application and the Certification of Compliance form. The letter for Class 1 and 2 line striping is also attached.

After Town Meeting Day I will be contacting each town to set up our annual meeting. At this meeting we will go over the Structure and Class II grant programs and discuss projects towns would like to apply for. We can assist towns with completing the TA 60 form. We will update town contact lists and go over any highway related concerns or questions the town has.

For the towns that prefer to complete their own TA 60s, the mileage certificate with the allocated State funds can be found at the following link:

<http://apps.vtrans.vermont.gov/THGProgram/townlookup.aspx>

**It is very important that you share this email and attachments with your selectboard, road foreman, road commissioner, town manager etc. if you do not see them included in this email. For your town officials that do not have email, please print and distribute this information to them.**

If you have any questions or would like to get a head start on scheduling a meeting, please feel free to contact me either via email or phone.

Best regards,

**Meghan Brunk** | AOT Technician VI  
District 2 | SE Region  
District Maintenance and Fleet Division  
Vermont Agency of Transportation  
870 US Route 5 | Dummerston VT 05301  
802-275-2082 Phone | [Meghan.Brunk@vermont.gov](mailto:Meghan.Brunk@vermont.gov)  
<http://vtrans.vermont.gov>



State of Vermont  
District Maintenance and Fleet Division  
Maintenance District 2  
870 US Route 5  
Dummerston, VT 05301  
[www.vtrans.vermont.gov](http://www.vtrans.vermont.gov)

Agency of Transportation

[phone] (802) 254-5011  
[fax] (802) 251-2000  
[ttd] (800) 253-0191

January 31, 2025

RE: FY 2026 Town Highway Grants / Bridge Inspections / Annual Town Financial Plan and Meeting / Town Road and Bridge Standards Certification of Compliance / Class 2 Centerline Line Pavement Marking Letter

**Please note that the information in this packet is time sensitive!**

Dear Town Official(s):

#### ***Town Highway Grant Programs***

It is anticipated that the Town Highway grant program will resume this year, so applications are now being accepted. Attached is the FY 2026 Municipal Highway Grant Application. This form is to be used to apply for **both** the Town Highway Structures Grant program and the Town Highway Class 2 Roadway Grant program; a separate application needs to be submitted for each project. **Town highway grants applications are due back to District 2 no later than April 15, 2025.** They may be mailed or sent via e-mail to [Marc.Pickering@vermont.gov](mailto:Marc.Pickering@vermont.gov). Grant awards will be made based on several factors, including, but not limited to, whether the town has received recent grants, the completeness of the submittal, and the overall condition of the existing structure(s) or roadway that the town is requesting the grant for. Other factors being equal, applications submitted by the April 15 due date will receive higher priority.

#### ***Town Bridge Inspections***

**REMINDER....** the town's bridge inspection reports can be found using the VTransparency website. The link is as follows: <https://vtransparency.vermont.gov/>. There will then be two selections for accessing bridge inspections – one where a search can be done by town and the other through a map.

#### ***TA 60 Annual Town Financial Plan***

In accordance with Title 19 VSA Section 306(j), municipalities must complete a TA 60 Annual Financial Plan (a blank one is enclosed). The town is reminded that to qualify for any of the Agency's grant-related programs, a copy of the town's **current** Annual Financial Plan must be on file at the District 2 office. Districts will meet with **town officials** of each municipality within **60 days** of Town Meeting; this meeting can be held in person, virtually or over the phone. Typically, meetings are used to review the Annual Town Financial Plan, get status reports on any grant program projects previously approved or recently submitted, and review the town's plan for the maintenance and construction of town highways for the ensuing year. The town can either elect to fill the TA 60 out and submit with any town highway grant applications or wait for our annual meeting to review and complete together. Meghan Brunk will be reaching out after Town Meeting Day to schedule a meeting with the town but if you want to reserve a spot ahead of time, you can call her at (802) 275-2082 or email her at [Meghan.Brunk@vermont.gov](mailto:Meghan.Brunk@vermont.gov).



***Town Road and Bridge Standards – Certification of Compliance for Town Road and Bridge Standards***

The 2019 State-approved town road and bridge standards template was rolled out in June of 2019. The adoption of this template enables towns to be eligible for higher ERAF share and the 10% “incentive” for the Town Highway Structures and Class 2 Roadway grant programs – most towns within District 2 did adopt the 2019 standards; if a town has questions about this, please feel free to reach out.

Each year towns must certify that they have road and bridge standards and that they follow them. This is an annual requirement regardless of which standards a town has adopted. Included is the annual Certification of Compliance. This needs to be signed and submitted back to the district.

***Class 1 and Class 2 Centerline Pavement Marking Letter***

As in previous years, VTrans will be painting centerline on Class 1 and Class 2 highways. Towns should utilize the email on the attached letter with their schedule for repairing and retreatment of these town highways.

If you have questions regarding any of the above information, please do not hesitate to call Marc Pickering at (802) 380-0190. Thank you!

Sincerely,

Marc Pickering  
District 2 Project Manager

Enclosures:

FY 2026 Municipal Highway Grant Application

TA60 Annual Town Financial Plan

Certification of Compliance for Town Road and Bridge Standards/Network Inventory

Class 2 Centerline Pavement Marking Letter

**Certification of Compliance  
for  
Town Road and Bridge Standards  
and  
Network Inventory**

We, the Legislative Body of the **Town of Londonderry, Vermont** certify that we have reviewed, understand and comply with the Town Road and Bridge Standards passed and adopted by the Selectboard on **August 5, 2019**.

We further certify that our adopted standards [ **X** ] do [   ] do not meet or exceed the minimum requirements included in the June 5, 2019 State-approved template.

We further certify that we [ **X** ] do [   ] do not have an up-to-date highway network inventory which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1, 2, and 3 town highways, and estimated cost of repair.

Date: February 17, 2025

\_\_\_\_\_  
Thomas Cavanagh, Selectboard Chair  
For the Town of Londonderry Selectboard (per 24 V.S.A. 1141)

For a summary of your community's road and bridge information  
please visit: [tinyurl.com/rdsinfo](http://tinyurl.com/rdsinfo)

## TOWN ROAD AND BRIDGE STANDARDS

(June 5, 2019)

MUNICIPALITY OF Londonderry, VERMONT

The Legislative Body of the Municipality of Londonderry hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of town roads and bridges.

The standards below are considered minimums. Municipalities that have construction standards / specifications in place that meet or exceed the minimum standards: indicate adoption date and include as Appendix C. **Date of Adoption:** 9/9/2013

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimum of these standards.

Circle **YES** or **NO** below to indicate town adoption of that section of the Standards

Road and Bridge Standards Sections	Hydrologically-connected road segments*	Non-hydrologically-connected road segments**
Section 1 – Municipal Road Standards	<u>YES</u> (Required by Act 64)	<u>YES</u> <u>NO</u>
Section 2 – Class 4 Road Standards	<u>YES</u> (Required by Act 64)	<u>YES</u> <u>NO</u>
<b>Town wide</b>		
Section 3 - Perennial stream- bridge and culvert standards	<u>YES</u> (Required by DEC Stream Alteration Standard)	
Section 4 – Intermittent stream crossings	<u>YES</u> <u>NO</u>	
Section 5 - Roadway construction standards	<u>YES</u> <u>NO</u>	
Section 6 - Guardrail standard	<u>YES</u> <u>NO</u>	
Section 7 - Driveway access standard	<u>YES</u> <u>NO</u>	

**Road segments** – ANR Resources Atlas includes a map layer of all of Vermont's municipal roads divided into 100-meter (328 foot) segments, each with a unique identification number.

**\*Hydrologically-connected road segments** - are those municipal road segments and catch basin outlets, Class 1-4, as shown on the ANR Natural Resources Hydrologically-connected municipal road segment layer (<http://anrmaps.vermont.gov/websites/anra5/>) or the Road Erosion Inventory Scoring (MRGP Implementation Table portal) layer (<https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal>).

**\*\*Adoption of standards on non-hydrologically-connected road segments** does not indicate that these road segments are then subject to the Municipal Roads General Permit (MRGP).

Municipalities may also find additional resources in the latest version of the *Vermont Better Roads Manual*.  
<https://vtrans.vermont.gov/sites/aot/files/highway/documents/ltf/Better%20Roads%20Manual%20Final%202019.pdf>

### Road and Bridge Standards Sections

#### Section 1 – Municipal Road Standards - See Appendix A

These standards are required by Act 64 and the DEC Municipal Roads General Permit (MRGP) for hydrologically-connected roads only.

Municipalities may adopt Section 1 Road standards by road type for non-hydrologically-connected roads/segments/catch basins.

#### Section 2 – Class 4 Road Standards - See Appendix A



### **Section 3 - Perennial stream - bridge and culvert standards**

Bridge and culvert work on perennial stream crossings must conform with the statewide DEC Stream Alteration Standard.

**"Perennial stream"** means a watercourse or portion, segment, or reach of a watercourse, generally exceeding 0.25 square miles in watershed size, in which surface flows are not frequently or consistently interrupted during normal seasonal low flow periods. Perennial streams that begin flowing subsurface during low flow periods, due to natural geologic conditions, remain defined as perennial. All other streams, or stream segments of significant length, shall be termed intermittent. A perennial stream shall not include the standing waters in wetlands, lakes, and ponds.

Streambank stabilization and other in-stream work must conform with the statewide DEC Stream Alteration Standard.

For River Management Engineer Districts: [https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME\\_districts.pdf](https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME_districts.pdf)

**Section 4 – Intermittent stream crossings** – See Appendix B for sizing table and graphic. These standards are above and beyond the culvert standards in Section 1.

**"Intermittent streams"** are defined as streams with beds of bare earthen material that run during seasonal high flows but are disconnected from the annual mean groundwater level.

### **Section 5 - Roadway construction standards** – Sub-base and gravel standards

All new or substantially reconstructed gravel roads shall have 12 inches\* thick gravel sub-base, with an additional 6 inches\* top course of crushed gravel.

All new or substantially reconstructed paved roads shall have 15 inches\* thick gravel sub-base.

\*Municipalities shall indicate their own construction criteria.

### **Section 6 - Guardrail standard**

When a roadway, culvert, bridge, or retaining wall construction or reconstruction project results in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard. For roadway situations, an approved barrier system may be steel beam guardrail with 6-foot posts and approved guardrail end treatment. If there is less than 3 feet from the rail to the hazard, then steel beam guardrail with 8-foot posts shall be used. The G-1D is an example of an approved guardrail end treatment. For bridge rails systems, VTrans bridge rail standards shall be referenced

### **Section 7 - Driveway access standard**

The municipality has a process in place, formal or informal, to review all new drive accesses and development roads where they intersect town roads, as authorized under 19 V.S.A. Section 1111. Municipality may reference Vtrans Standard A-76 Standards for Town & Development Roads and B-71 Standards for Residential and Commercial Drives; the Vtrans Access Management Program Guidelines; and the latest version of the Vermont Better Roads Manual for other design standards and specifications.

Passed and adopted by the Legislative Body of the Municipality of Londonderry, State of Vermont on

August 5, 2019

Selectboard / City Council / Village Board of Trustees:

James Allen  
John Punt  
Bob G. H.

Giorgianna Mura  
[Signature]

## Appendix A

### Section 1: MUNICIPAL ROAD STANDARDS

The following standards constitute the minimum required Best Management Practices (BMPs) for municipal roads. These standards shall apply to the construction, repair, and maintenance of all town roads and bridges.

It is the municipality's responsibility to maintain all practices after installation. Roads not meeting these standards must implement the BMPs listed below in order to meet the required town's standards.

#### Feasibility

Municipalities shall implement these standards to the extent feasible. In determining feasibility, municipalities may consider the following criteria: The implementation of a standard listed in of this documentation does not require the acquisition of additional state or federal permits or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures, historic landscapes, or vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge.

#### Standards for All Construction and Soil Disturbing Activities

Following construction and soil disturbance on a road, all bare or unvegetated areas shall be revegetated with seed and mulch, hydroseeded, or stone lined within 5 days of disturbance of soils, or, if precipitation is forecast, sooner.

#### Standards for Gravel and Paved Roads with Ditches

##### Baseline Standards for Gravel and Paved Roads with Ditches

The following are the standards for all gravel and paved municipal roads with drainage ditches, whether or not erosion is present. These standards also apply to all new construction and significant upgrades of stormwater treatment practices.

##### A. Roadway/Travel Lane Standards

##### 1. Roadway Crown

- a. Gravel roads shall be crowned, in or out-sloped:  
Minimum: ¼ inch per foot  
Recommended: ¼ inch to ½ inch per foot or 2% - 4%
- b. Paved/ditched roads shall be crowned during new construction, redevelopment, or repaving where repaving involves removal of the existing paving.  
Minimum: 1/8 inch per foot or 1%  
Recommended: 1% - 2%

##### 2. Shoulder berms (also called Grader/Plow Berm/Windrows)

Shoulder berms shall be removed to allow precipitation to shed from the travel lane into the road drainage system. Roadway runoff shall flow in a distributed manner to the drainage ditch or filter area and there shall be no shoulder berms or evidence of a "secondary ditch". Shoulder berms may remain in place if the road crown is in-sloped or out-sloped to the opposite side of the road from berm side of road. The shoulder berm standard only applies to gravel roads with drainage ditches.

B. Road Drainage Standards

Roadway runoff shall flow in a distributed manner to grass or a forested area by lowering road shoulders or conversely by elevating the travel lane level above the shoulder. Road shoulders shall be lower than travel lane elevation. If distributed flow is not possible, roadway runoff may enter a drainage ditch, stabilized as follows:

1. For roads with slopes between 0% and 5%: At a minimum, grass-lined ditch, no bare soil. Geotextile and erosion matting may be used instead of seed and mulch. Alternatively, ditches may be stabilized using any of the practices identified for roads with slopes 5% or greater included in subpart B.2 below.

Recommended shape: trapezoidal or parabolic cross section with mild side slopes; 2 foot horizontal per 1 foot vertical or flatter and 2-foot ditch depth.

2. For roads with slopes 5% or greater but less than 8%:
  - a. Stone-lined ditch: minimum 6 to 8-inch minus stone or the equivalent for new practice construction. Recommended 2-foot ditch depth from top of stone-lined bottom,
  - b. Grass-lined ditch with stone check dams<sup>1</sup>, or
  - c. Grass-lined ditch if installed with disconnection practices such as cross culverts and/or turnouts to reduce road stormwater runoff volume. There shall be at least two cross culverts or turnouts per segment disconnecting road stormwater out of the road drainage network into vegetated areas or spaced every 160 feet.
3. For roads with slopes of 8% or greater: Stone-lined ditch.
  - a. For slopes greater than or equal to 8% but less than 10%: minimum 6 to 8-inch minus stone or the equivalent for new construction. Recommended 2-foot ditch depth from top of stone-lined bottom.
  - b. For slopes greater than 10%: minimum 6 to 8-inch minus stone. Recommended 12-inch minus stone or the equivalent. Recommended 2-foot ditch depth from top of stone-lined bottom.
4. If appropriate, bioretention areas, level spreaders, armored shoulders, and sub-surface drainage practices may be substituted for the above road drainage standards.

C. Drainage Outlets to Waters & Turnouts

Roadway drainage shall be disconnected from waterbodies and defined channels, since the latter can act as a stormwater conveyance, and roadway drainage shall flow in a distributed manner to a grass or forested filter area. Drainage outlets and conveyance areas shall be stabilized as follows:

1. Turn-outs – all drainage ditches shall be turned out to avoid direct outlet to surface waters.
2. There must be adequate outlet protection at the end of the turnout, based upon slope ranges below. Turnout slopes shall be measured on the bank where the practice is located and not based on the road slope.
  - a. For turnouts with slopes of 0% or greater but less than 5%: stabilize with grass at minimum. Alternatively, stabilize using the practices identified in subpart b – c below, when possible.
  - b. For turnouts with slopes 5% or greater: stabilize with stone.
  - c. For slopes greater than 5% but less than 10%: minimum 6-inch to 8-inch minus stone or the equivalent for new construction.
  - d. For slopes greater than 10%: minimum 6 to 8-inch minus stone or equivalent for new construction. Recommend 12-inch minus stone or the equivalent.

---

<sup>1</sup> See check dam installation specifications.

## Drainage and Intermittent Stream Culvert Standards

The following are the required culvert standards for all gravel and paved roads with ditches where rill or gully erosion is present. These standards also apply to new construction and significant upgrades of stormwater treatment practices.

1. Municipal Culverts (Drainage and Intermittent Streams)
  1. Culvert end treatment or headwall required for areas with road slopes 5% or greater if erosion is due to absence of these structures. End treatment or headwall is required for new construction on slopes 5% or greater.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction on road slopes 5% or greater.
  3. Upgrade to 18-inch culvert (minimum), if erosion is due to inadequate size or absence of structure.
  4. A French Drain (also called an Underdrain) or French Mattress (also called a Rock Sandwich) sub-surface drainage practice may be substituted for a cross culvert.
2. Driveway Culverts within the municipal ROW
  1. Culvert end treatment or headwall required for areas with road slopes of 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction.
  2. Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction.
  3. Upgrade to minimum 15-inch culvert, 18-inch recommended, if erosion is due to inadequate size or absence of structure.

## Standards for Paved Roads with Catch Basins

Catch Basin Outlet Stabilization: All catch basin outlets shall be stabilized to eliminate all rill and gully erosion. Catch basin outfall stabilization practices include: stone-lined ditch, stone apron, check dams and culvert header/headwall.

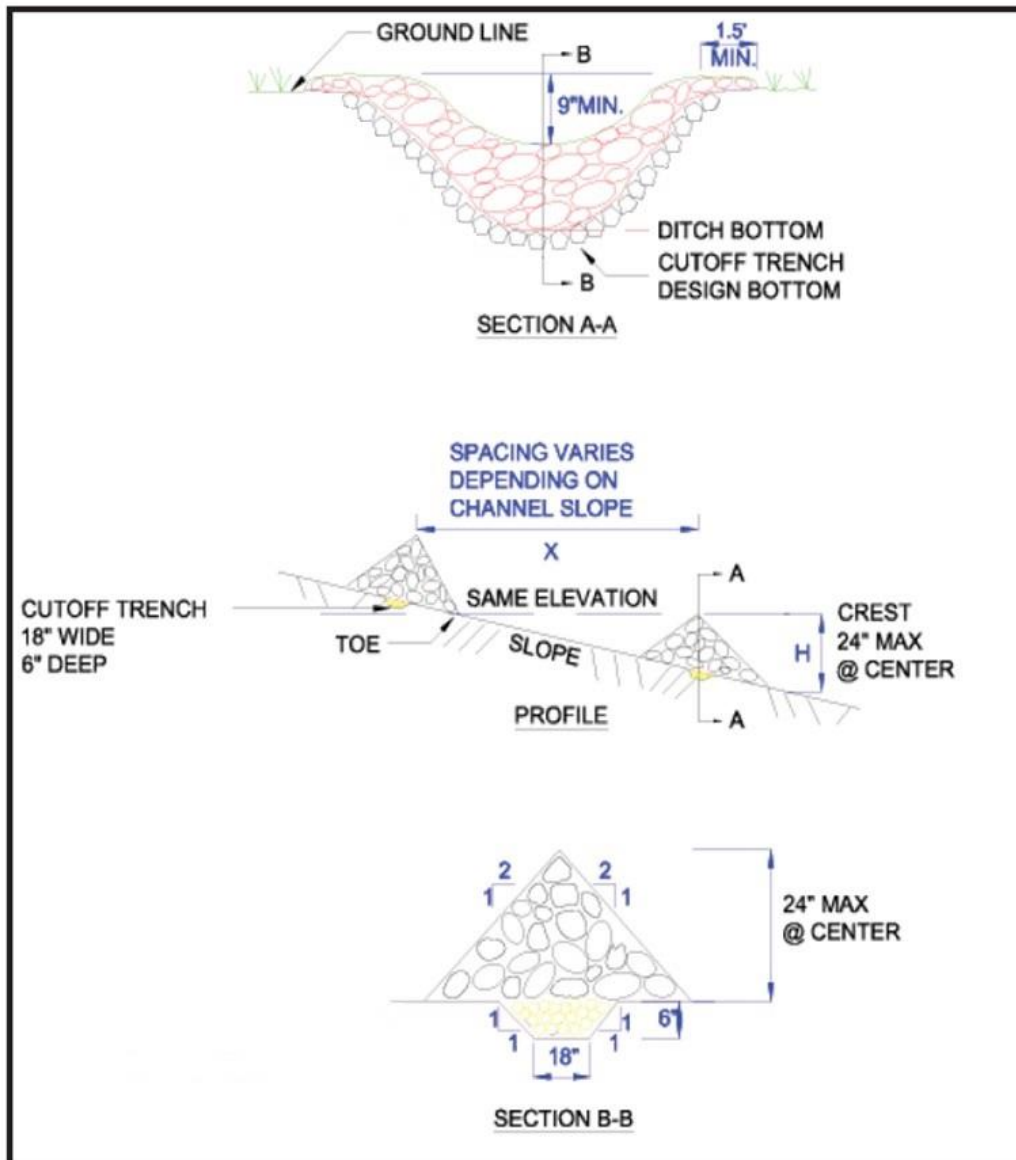
### Stone Check Dam Specification

- Height: No greater than 2 feet. Center of dam should be 9 inches lower than the side elevation
- Side slopes: 2:1 or flatter
- Stone size: Use a mixture of 2 to 9-inch stone
- Width: Dams should span the width of the channel and extend up the sides of the banks
- Spacing: Space the dams so that the bottom (toe) of the upstream dam is at the elevation of the top (crest) of the downstream dam. This spacing is equal to the height of the check dam divided by the channel slope.

Spacing (in feet) =  $\frac{\text{Height of check dam (in feet)}}{\text{Slope in channel (ft/ft)}}$

- Maintenance: Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. If significant erosion occurs between check dams, a liner of stone should be installed.

## Check Dam Specification:



## Section 2: STANDARDS FOR CLASS 4 ROADS

Stabilize any areas of gully erosion with the practices described above or equivalent practices. Disconnection practices such as broad-based dips and water bars may replace cross culverts and turnouts.

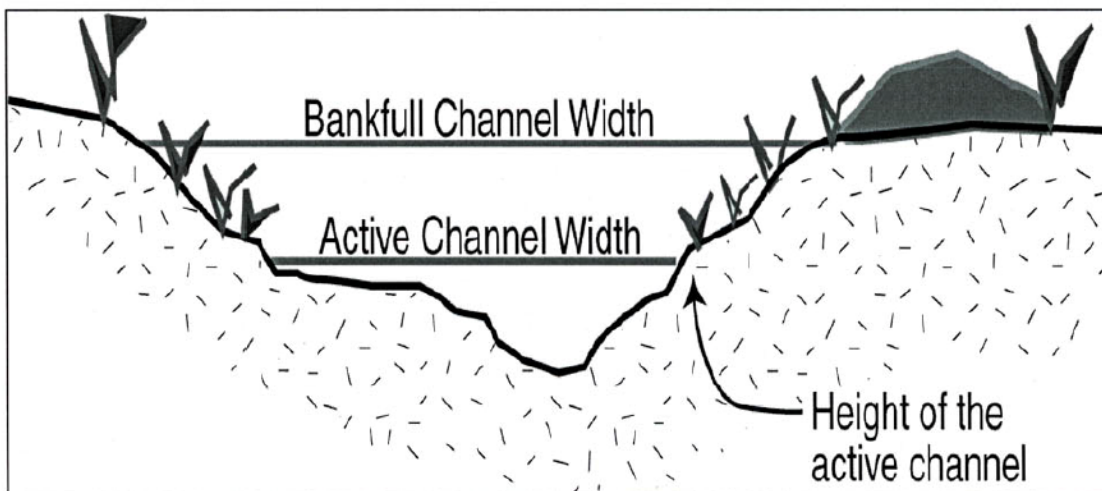
## Appendix B

### Active Channel Culvert Sizing for Intermittent Stream Crossings

Choose the drainage area closest to your crossing site drainage area

Drainage Area (Acres)	Minimum Diameter for Culverts on Intermittent Streams (inches)
4	15
8	18
16	24
20	30
40	36
50	42
80	48
120	60
160	66
200	<i>Streams with drainage areas of 160 acres or greater are likely to be perennial. Adhere to the VTDEC Technical Guidance for Identification of Perennial Streams</i>
320	
350	
450	
640	

### Active Channel Width



**Active Channel Width** means the limits of the streambed scour formed by prevailing stream discharges, measured perpendicular to streamflow. The active channel is narrower than the bankfull width (approximately 75%) and is defined by the break in bank slope and typically extends to the edge of permanent vegetation.

**Culvert sizing for crossings on intermittent streams:** Determine the Active Channel Width by field measurements, *the culvert size should meet or exceed the Active Channel Width*. To obtain the measurements go to the crossing location and obtain several upstream Active Channel Width measurements in riffle (fast moving water) narrower channel locations. The selected channel width should be a representative average of the field measurements. In the absence of field measurements, the drainage areas in the table can be used.

## ATTACHMENT C

### **TOWN ROAD AND BRIDGE STANDARDS LONDONDERRY, VERMONT Adopted 9/9/13**

The Town of Londonderry hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of all town roads and bridges.

The standards listed here are considered minimum and apply to construction projects and repair and maintenance activities. The standards include management practices and are designed to: ensure the safety of the traveling public, minimize damage to road infrastructure during flood events and enhanced water quality protections by minimizing sediment delivery to surface waters and/or wetlands.

The selectboard reserves the right to modify the standards for a particular project or repair or maintenance activities where, because of unique physical circumstances or conditions, there is no possibility that the project or activities can be completed in strict conformance with these provisions. Any modifications to the standards must be done in a manner that serves the underlying intent of the management practice, be it public safety, flood hazard avoidance, or water quality protection. Fiscal reasons are not a basis for modification of the standards. Questions about modifications to the standards should be directed to the VTrans District Office.

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimums of these standards. If any federal and/or state funding is involved in a project, the VTrans district office must be notified prior to any field changes taking place that would alter the original scope of work.

#### **Roadways**

- All new or substantially reconstructed gravel roads shall have at least a 12-inch thick processed gravel sub-base, with an additional 6 inches (minimum) top course of crushed gravel.
- All new or substantially reconstructed paved roads shall have at least 15 inches thick processed gravel sub-base.
- All roadways shall be graded so water does not remain on the road surface. For roadways that are not super-elevated, this generally means a 2-4% (1/4" – 1/2" per ft) crown for gravel roads and a 1-2% (1/8" – 1/4" per ft) crown for paved roads to promote sheeting of water.
- Proper grading techniques for gravel roadways must be used to avoid creating a ridge or berm between the crown and the ditch.
- Any berm along the roadway shoulder that prevents the proper sheeting of water must be removed.

### **Ditches and Slopes**

Soil exposed during the ditch and slope construction, repair or maintenance must be treated immediately following the operation and temporary erosion prevention and sediment control practices must be installed and maintained during construction activities and until the ditch or slope is permanently stabilized.

The following are minimum erosion control measures. Careful attention must be given to areas vulnerable to erosion and immediately adjacent or discharging to surface waters and/or roadway drainage facilities:

- Seed and mulch all ditches with grades less than 5% when undertaking projects or repairs or maintenance activities that result in exposed soil. Vegetation must be established and monitored. If vegetation is not established within 10 days placement, install biodegradable non-welded matting with seed.
- Stone line all new or reconstructed ditches or whenever soils are disturbed by maintenance activities with grades equal to and greater than 5%; alternatively, install stone check dams. The check dams must meet criteria outlined in the *"Standards and Specifications for Check Dams,"* from the *Vermont Standards and Specifications for Erosion Prevention and Sediment Control*. Specifically, dams must be placed so that the crest of the downstream check dam is at the same elevation as the base of the upstream dam.
- Create parabolic (wide "U" shaped) ditches when constructing new or substantially reconstructing ditches, rather than narrow "V" shaped ditches wherever lateral space allows. Ditches with gradual side slopes (maximum of 1:2, vertical to horizontal ratio) and a wide bottom (at least 2 feet) are preferred. Use biodegradable, non-welded matting to stabilize side-slopes where slopes are greater than 1:2 and less than 1:1 ½; apply seed and mulch to any raw or exposed side-slope if slopes are less than 1:2.
- All ditches must be turned out to avoid direct outlet into surface waters. There must be adequate outlet protection at the end of the turnout, either a structural (rock) or vegetative filtering area.
- If in the best professional engineering judgment of the VTrans Operations Division, there is a cost effective ditch treatment that will meet the intent of the management practices described above, but represents a departure from these standards, the municipality may implement the more cost effective ditch treatment alternative with the professional recommendation submitted in written form by VTrans prior to the municipality executing the work.
- When constructing new or substantially reconstructing side slopes, use appropriately sized stone armament on slopes that are 1:1 ½ or greater. If perennial streams are affected by the toe of slope the project must conform to the statewide Stream Alteration standards.

### **Culverts and Bridges**

- Replacement of existing culverts and any new culvert must have a minimum culvert diameter of 18 inches.



- Replacement of existing bridges and culverts and any new bridges and culverts must be designed in accordance with the VTrans Hydraulic Manual, and, in the case of perennial streams, conform to the Stream Alteration standards.
- All new driveway culverts must have a minimum diameter of 15 inches.
- When installing or replacing culverts, use appropriate techniques such as headwalls and wingwalls, where there is erosion or undermining or where it is expected to occur.
- Install a splash pad or plunge pool at the outlet of new or repaired drainage culverts where there is erosion or where erosion may occur. Splash pads and plunge pools are not appropriate for use in streams supporting aquatic life.

### **Guardrails**

When roadway, culvert, bridge, or retaining wall construction or reconstruction projects result in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, a roadside barrier such as guardrail must be installed. The most current version of the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard.

### **Access Management**

The town must have a process in place, formal or informal, to review all new drive accesses and development roads where they intersect Town roads, as authorized under 19 V.S.A. Section 1111. Towns may reference VTrans A-76 Standards for Town & Development Roads and B-71 Standards for Residential and Commercial Drives; and the VTrans Access Management Program Guidelines for other design standards and specifications.

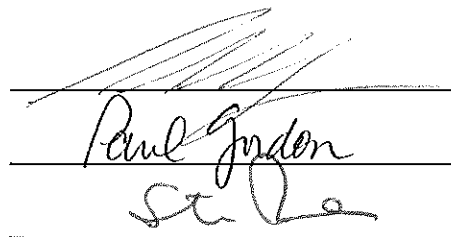
### **Training**

Town highway maintenance crews must collectively attend a minimum total of 6 hours of training per year on best road management practices. The town must keep documentation of their attendance for a period of three years.

**Passed and adopted by the Selectboard of the Town of Londonderry, State of Vermont on 9/9, 2013.**

Selectboard:



  
Paul Gordon  
St. La

**State of Vermont  
Operations-District***Agency of Transportation*

January 16, 2025

RE: Class 1 and 2 Town Highway Centerline Striping

Dear Municipal Official,

The Vermont Agency of Transportation (VTrans) is required by 19 V.S.A Section 311 to mark all paved Class 1 and Class 2 highways with painted centerlines. VTrans contractors and staff will endeavor to mark all paved Class 1 and Class 2 highways with painted centerlines this season. The painting season generally runs from as early as April 15th to an approximate completion date around October 10, 2025.

Please email your schedule for repair, treatment, or resurfacing of Class 1 and Class 2 town highways to the VTrans Construction Contracts Manager, Demetrio Koloseus-Gagnon at [aot.hwyconstructionstatewide@vermont.gov](mailto:aot.hwyconstructionstatewide@vermont.gov) as soon as possible.

To schedule this work as efficiently as possible, VTrans kindly requests the following information at the beginning of the season and throughout the season as necessary for a successful striping season:

- 1) Inform this office of holidays or events during the year that striping the town's road would not be permitted.
- 2) Inform this office of which roads in your municipality are scheduled for repair and/or resurfacing for the 2025 construction season as early as possible, so the Contractor can skip the road until the repair/resurfacing is completed.
- 3) Inform this office of status updates when changes to the work schedule become known, ie the road will not be resurfaced this season, or it was resurfaced earlier or later than previous indicated.
- 4) Inform this office when the repair/resurfacing work is completed, and centerline layout has been established by the municipality. The VTrans striping Contractor does not have the means to re-establish centerline after it has been obliterated. Centerline layout is as simple as placing a "T" or "X" every 50-100' on the ground with paint at the proposed location of the centerline. This is important, since this is the first opportunity to establish the centerline in the correct location which will be used and followed for subsequent years of centerline application.
- 5) Inform this office of any errors, mistakes, or quality control issues arising from the striping, ie the 4" line is 3.5", or the centerline was shifted, the centerline was not applied to the entirety of the road, paint spilled on this road at this mile marker, etc.

Please include the Town Highway name and number, length of work to be done, mile markers or other landmark/side street for start and stop, and the anticipated completion date for all planned work.

Should you fail to inform us of your road repairs and/or retreatment schedules promptly, scheduling constraints may not allow us to return to stripe your road(s) after such work is completed. In this case, your municipality could be required to hire its own contractor to complete the pavement markings.

Thank you for your attention to this request and thank you in advance for your prompt cooperation.

Sincerely,

*Demetrio Koloseus-Gagnon*VTrans Construction Contracts Manager  
802-595-6527



# VERMONT

## AGENCY OF TRANSPORTATION

### FY Municipal Highway Grant Application

APPLYING FOR: ☐ Structures ☐ Class 2 Roadway ☐ Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

SAMS #: Grantee FY End Month (mm format):

DISTRICT CONTACT (name):

Phone: E-Mail:

#### SCOPE OF WORK TO BE PERFORMED BY GRANTEE

**Location of Work.** The work described below involves the following town highway / structure:

TH# \_\_\_\_, (Name)\_\_\_\_\_ which is a class \_\_\_\_ town highway.

Bridge #\_\_\_\_\_, which crosses \_\_\_\_\_

Culvert # \_\_\_\_, for which the original size was \_\_\_\_\_ and the replacement size is \_\_\_\_\_

Causeway: \_\_\_\_\_

Retaining Wall: \_\_\_\_\_

Latitude: Longitude: MM (If Available):

#### Problem:

#### Reason For Problem:

#### Proposed Scope of Work:

#### Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? YES NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
Other:	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input type="checkbox"/> YES <input type="checkbox"/> NO	

**Below this line to be filled in by VTrans staff:**

Recommended Award Amount:

District Staff Approval: (name) \_\_\_\_\_ Date: \_\_\_\_\_

**Note:**

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

The Effective Date of this Amendment is: **February 14, 2025.**

Background Data

Effective Date of Owner-Engineer Agreement: **April 15, 2024**

Owner: **Town of Londonderry**

Engineer: **Dufresne Group**

Project: **North Village Wastewater Final Design**

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

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

Description of Modifications:

**Add the attached "Attachment C: Standard State Provisions for Contracts and Grants" (7 pages) dated December 7, 2023 as Exhibit L of the Agreement.**

Agreement Summary:

Original agreement amount:	\$ <b><u>174,000.00</u></b>
Net change for prior amendments:	\$ <b><u>0.00</u></b>
This amendment amount:	\$ <b><u>0.00</u></b>
Adjusted Agreement amount:	\$ <b><u>174,000.00</u></b>

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

**Amend the project schedule (Exhibit A, Appendix 1) as follows:**  
**90% Submittal by February 28, 2025**  
**Permit Submittals by March 28, 2025**

**100% Submittal by July 31, 2025 (Dependent upon Permit Issuance)**

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

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

OWNER:

Town of Londonderry

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

Print

name: Shane O'Keefe

Title: Town Administrator

Date Signed: \_\_\_\_\_

ENGINEER:

Dufresne Group

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

Print

name: Christina Haskins

Title: Co-President

Date Signed: February 14, 2025

AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1

The Effective Date of this Amendment is: February 14, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: **April 15, 2024**

Owner: **Town of Londonderry**

Engineer: **Dufresne Group**

Project: **South Village Wastewater Final Design**

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

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

Description of Modifications:

**Add the attached “Attachment C: Standard State Provisions for Contracts and Grants” (7 pages) dated December 7, 2023 as Exhibit L of the Agreement.**

Agreement Summary:

Original agreement amount:	\$ <u>235,000.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>0.00</u>
Adjusted Agreement amount:	\$ <u>235,000.00</u>

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

**Amend the project schedule (Exhibit A, Appendix 1) as follows:**  
**90% Submittal by February 28, 2025**  
**Permit Submittals by March 28, 2025**

**100% Submittal by July 31, 2025 (Dependent upon Permit Issuance)**

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

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

OWNER:

Town of Londonderry

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

Print

name: Shane O'Keefe

Title: Town Administrator

Date Signed: \_\_\_\_\_

ENGINEER:

Dufresne Group

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

Print

name: Christina Haskins

Title: Co-President

Date Signed: February 14, 2025



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:**

- A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection

with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## **12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
- i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and
  - vi. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded

products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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

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

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State's logo or otherwise refer to the State in any publicity materials,



information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

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

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain

effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## 9. ~~Town Officials Business~~

### a. Town Clerk - Approval of Special Town Meeting Minutes of March 5, 2024

Pajala explained that these minutes relate to the bond vote.

*Martha Dale moved to approve the minutes of the Special Town Meeting of March 5, 2024, seconded by Jim Fleming. The motion passed unanimously.*

### b. Town Treasurer – Consider new financial software

Tina Labeau provided information about a new software package from gWorks that she would like to acquire for financial matters, but that it has expansion possibilities, including a website module that looks promising.

The one-time setup cost is \$2,000 and the annual expense going forward is \$3,695, she explained, and that the budget would allow for this and the website module.

*Martha Dale moved that the Town engage gWorks for new financial software for a \$2,000 one-time fee for implementation, seconded by Jim Fleming. The motion passed unanimously.*

## 10. Transfer Station/Solid Waste Management

### a. Updates

Cavanagh reminded everyone of the next hazardous waste collection will be on 6/1/2024 from 9:00 AM to 1:00 PM.

## 11. Roads and Bridges

### a. Updates

None.

### b. Access Permit - Hunter Kaltsas for property formerly 2687 Under the Mountain Road – modifying old access

*Jim Fleming moved to issue an access permit to Hunter Kaltsas for property formerly known as 2687 Under the Mountain Road, modifying an old access, seconded by Martha Dale. The motion passed unanimously.*

### c. Access Permit - Wylie Construction – 252 Glebe View Lane, extending an existing access permit that was temporary,

*Jim Fleming moved to issue an access permit to Wylie Construction for property at 252 Glebe View Lane, extending an access permit that was temporary, seconded by Martha Dale. The motion passed unanimously.*

## 12. Old Business

### a. Village Wastewater Project – Consider Engineering Services Agreement(s)

Chrissy Haskins, P.E. spoke about the two contracts for final design and permitting before the Board for consideration; one for each village, noting that they are a standard format



required by the State of Vermont and have already been approved by the State. She explained that the State will pay 100% of the cost for the engineering services, with no Town match.

She confirmed that the projects were on track and that some timeframes had been extended by the State.

*Jim Fleming moved to 1) accept the proposal from the Dufresne Group to provide engineering services related to the Village Wastewater projects, estimated to cost \$174,000 for the North Village area and \$235,000 for the South Village area, 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, including a service contract subject to the approval of the Vermont Department of Environmental Conservation, and 3) authorize expenditure of up to \$410,000 for this effort to be 100% reimbursed through the State of Vermont, seconded by Martha Dale. The motion passed unanimously.*

**b. Village Wastewater Project – Consider Project Coordination Services Agreement(s)**

Haskins and Cavanagh noted that this was the agreement between the Town and the Windham Regional Commission for project coordination services.

*Martha Dale moved to 1) accept the proposal from the Windham Regional Commission to provide project coordination services related to the design phase of the Village Wastewater projects, estimated to cost \$21,362, 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, including a service contract subject to the approval of the Vermont Department of Environmental Conservation, and 3) authorize expenditure of up to \$25,000 for this effort to be 100% reimbursed through the State of Vermont, seconded by Jim Fleming. The motion passed unanimously.*

**c. Discuss proposed Zoning Bylaw amendment**

Cavanagh read aloud a statement outlining the Zoning Bylaw adoption process as set forth under 24 VSA Section 4442, noting that the Board is obligated to hold at least one public hearing, but that he envisions at least two given his feeling that there will be changes made by the Board.

Dale spoke about the process of rewriting the Zoning Bylaw and the Planning Commission's aim to reflect the adopted Town Plan, to have a Bylaw that conforms with State statutes and regulations, and to allow for proper administration and enforcement. She spoke of the Commission's process between 2018 and 2024.

Cavanagh stated that the proposed Bylaw is complicated, restrictive and don't represent the people of Londonderry, is so complicated that the average citizen couldn't make sense of them, and that even the Zoning Administrator has stated that there are provisions that are unenforceable. He stated that he has a number of issues throughout the document.

Cavanagh made clear that now that the Board has received the proposed Bylaw from the Planning Commission it must hold a hearing. It can then vote not to adopt the Bylaw, or start to make changes.

The meeting was opened up to the attendees.



PRIMMER PIPER  
EGGLESTON &  
CRAMER PC

ELIJAH D. EMERSON  
ADMITTED IN VT, NH, MA AND ME  
[eeemerson@primmer.com](mailto:eeemerson@primmer.com)  
TEL: 802-864-0880  
FAX: 603-444-6040

11.c.1

P.O. Box 1489 | Burlington, VT 05402-1489

February 9, 2025

TO: Participating Municipalities  
FROM: Elijah D. Emerson  
RE: 2025 Series 1 Vermont Bond Bank Sale

Enclosed is the original documentation needed to complete the 2025 Series 1 sale. Under separate cover, each participating municipality will receive a commitment letter from the Bond Bank. The commitment letter should be executed and returned to the Bond Bank as soon as possible.

In order to effect a trouble-free sale and closing, it is essential that the enclosed materials be considered, adopted and executed without delay. Unless properly executed original documents from all municipalities are in our possession and ready for delivery to the Bond Bank by March 5, 2025, the sale and closing may be delayed. We cannot stress too strongly the importance of adopting and executing the enclosed documentation as soon as possible. If the next regularly scheduled meeting of the legislative body is too close to the March 5, 2025, return date, a special meeting may be advisable for this purpose.

You should send the executed documents to me by next day service (Fed Ex or UPS – please not U.S. Postal Service) at:

Elijah Emerson  
Primmer Piper Eggleston & Cramer PC  
106 Main St  
Littleton, NH 03561

Please us this exact address to make sure it arrives on time. Once returned to us, we will hold the executed documents pending confirmation of the bond sale, and will deliver the same at the closing in Boston, tentatively scheduled for the March 6, 2025.

Please remember these very important points when reviewing and executing these documents:

- Do **not** print the documents double-side. **They must be printed single-**

**sided.**

- You must send us the documents with **original** signatures. Do not send us photocopied or scanned copies of the documents.

Regarding execution of the enclosed documents, the following action should be taken at a duly warned regular or special meeting of the legislative body:

(1) **Resolution and Certificate.** This should be signed by all or a majority of the legislative body and the date of the regular/special meeting at which the Resolution was adopted where indicated on the last page. The municipal Clerk and municipal Treasurer should sign where indicated, and the **municipal seal** (if any) affixed over the Clerk's signature.

(2) **Loan Agreement.** Please do not fill in any blanks in the Loan Agreement or in the exhibits. This information will be entered prior to closing. The Chair of the legislative body and the municipal Clerk should sign on the signature page. The **municipal seal** (if any) should be affixed over the Clerk's signature. **You do not need to sign any of the exhibits to the Loan Agreement. We have created separate copies of those documents (addressed below) for you to sign.**

Please note the commitment to furnish the Bond Bank with financial and operating information on an ongoing basis. Also, your attention is directed to Section 14 which contains representations consistent with recent Internal Revenue Service, Securities and Exchange Commission, and Municipal Securities Rulemaking Board directives.

The requisition procedure referred to in the Loan Agreement is a recent development. It is designed to assist Bond Bank borrowers in maintaining investment and expenditure records. If an audit or examination is conducted, these records will be invaluable in establishing post-issuance compliance with the arbitrage and private use provisions of the Internal Revenue Code.

(3) **Bond.** All or a majority of the legislative body and the municipal Treasurer should sign where indicated and the **municipal seal** (if any) should be affixed over the Treasurer's signature. The rates and payments schedule will be verified and entered prior to the Bond sale and will be included as Exhibit A to the Loan Agreement.

(4) **Certificate of Registration.** This requires the municipal Treasurer's signature where indicated.

(5) **Receipt.** All that is required here is the Treasurer's signature. Please note that we will hold this document in escrow until the closing date.

(6) Treasurer's Certificate. All that is required here is the Treasurer's signature.

The Loan Agreement and the Bond may be missing loan principal information. The missing figures will be entered when the loan is formally approved by the Bond Bank. Even though this information may be missing, please execute all documents as outlined above and return them to us no later than March 1, 2025. The correct payment amounts and schedules will be verified and the missing information entered before the loan is finalized.

Please note the non-litigation language in the Resolution and Certificate. If the Municipality becomes involved in any litigation regarding the Bond or the expenditure of Bond proceeds, please advise me at once.

Following the closing and delivery of funds, we will furnish a complete transcript of all completed and executed documents, including the approving opinion. In the meantime, you might want to keep a photocopy of the original executed documents you are returning to me.

If any questions arise regarding the execution and return of the enclosed documents, or any aspect of the bond sale, please do not hesitate to call me immediately at 802-864-0880 ext. 1410 or 802-274-9105 (cellphone). Also, you may reach me at [emerson@primmer.com](mailto:emerson@primmer.com).

EDE:sr  
Enclosures

RESOLUTION AND CERTIFICATE  
(General Obligation)

WHEREAS, at one or more meetings of the Selectboard of the Town of Londonderry (herein called the “Municipality”) at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held, as appears of record, it was unanimously found and determined that the public interest and necessity required certain public improvements herein described by reference to Exhibit 1 attached, and it was further found and determined that the cost of making such public improvements, after application of available funds and grants-in-aid from the United States of America and/or the State of Vermont, and other sources of funding, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds or notes of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at a March 7, 2023, special meeting thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, a meeting of the Municipality was warned and held at the place and time appointed therefor, submitting an article(s) of business to be voted upon by ballot between the hours stated in the Warning, all as appears by reference to Exhibit 1 attached hereto; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, or was subsequently validated in the manner provided by law, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth in Exhibit 1 hereto were declared by the Moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, pursuant to powers vested in them by law, the Selectboard is about to enter into a Loan Agreement (Exhibit 2) on behalf of the Municipality with the Vermont Bond Bank (the “Bond Bank”) respecting a Loan from the Bond Bank in the amount of \$1,300,000 repayable, and with interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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As per Exhibit A to the Loan Agreement attached hereto

AND WHEREAS, the bond to be delivered by the Municipality to the Bond Bank at the time of receiving the proceeds of the Loan (the “Bond”) shall be substantially in the form attached to the Loan Agreement as Exhibit 2, which Bond is hereby awarded and sold to the Bond Bank at a price of par and accrued interest;

THEREFORE, be it resolved that the Selectboard proceed forthwith to cause the Bond to be executed and delivered to the Bond Bank upon the price and terms stated, and be fully registered as the law provides; and

BE IT FURTHER RESOLVED, that the Bond, when issued and delivered pursuant to law and this Resolution, shall be the valid and binding general obligation of the Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of all taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, annually there shall be assessed and collected in the manner provided by law until the Bond, or any bond or bonds issued to refund or replace the same, and the interest thereon, are fully paid, a tax, user fee, charge or assessment sufficient to pay the interest on the Bond or bonds and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Bond Bank is hereby authorized, the presiding officer of the Selectboard of the Municipality being directed to execute the Loan Agreement on behalf of the Municipality and the Selectboard thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in the Loan Agreement and the Loan Application made by the Municipality to the Bond Bank (Exhibit 3), to be delivered to the Bond Bank in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Loan Agreement and Loan Application are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Selectboard in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond to the Bond Bank, execution and delivery of the Bond, this Resolution and Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that Primmer Piper Eggleston & Cramer PC, bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bond Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the Selectboard of the Municipality or its designated officer; and to acknowledge receipt of the proceeds of the Bond on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that, to the extent required by the covenants, undertakings, representations and certifications for the benefit of the Bond Bank set forth

in the Municipality's Loan Agreement, the Municipality's Treasurer and its bond counsel, after consultation with the Bond Bank and its bond counsel, are authorized to order for purchase by the Municipality out of the proceeds of the Bond such federal and state obligations as may be required to limit or restrict investment yield on the Bond proceeds (and, accordingly, to limit the yield on the proceeds of the bonds of the Bond Bank ("Bond Bank Bonds") issued to finance the purchase of the Bond), thereby avoiding rebate payments by the Bond Bank to the United States with respect to such Bond Bank Bonds; and

BE IT FURTHER RESOLVED, that to the extent proceeds derived from the sale of the Bond will be used to reimburse the Municipality for capital expenditures previously made for the improvements described in Exhibit 1, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a re-publication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital expenditures; and

BE IT FURTHER RESOLVED, that the proceeds derived from the sale of the Bond be deposited to the credit of the Municipality for requisition and disbursement as provided in the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond dated March 6, 2025, payable as aforesaid, and reciting that it is issued under and pursuant to the vote hereinabove mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We acknowledge that information the Municipality has furnished to the Bond Bank and others will be relied upon in the public offering of securities for sale. We represent that all information the Municipality has provided in connection with the Loan, the Bond, the Loan Agreement, Loan Application and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of our knowledge. We further represent that the Municipality has disclosed to the Bond Bank and others all information material to the Loan, and the public offering of securities by the Bond Bank, and has not failed to disclose any information it deems material for such purpose.

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, public procurement, bid solicitation, and conflict of interest enactments.



Dated: \_\_\_\_\_, 2025

ATTEST:

TOWN OF LONDONDERRY

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
All or a Majority of the Selectboard

And by:

\_\_\_\_\_  
Its Treasurer

LOAN AGREEMENT  
(General Obligation)

This LOAN AGREEMENT, dated March 6, 2025 (the “Closing Date”), is between the VERMONT BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont (the “State”) exercising public and essential governmental functions (hereinafter referred to as the “Bond Bank”), created pursuant to the provisions of 24 V.S.A., Chapter 119 (hereinafter referred to as the “Act”), having its principal place of business at Burlington, Vermont, and the TOWN OF LONDONDERRY (hereinafter referred to as the “Borrower”):

W I T N E S S E T H:

WHEREAS, pursuant to the Act, the Bond Bank is authorized to make loans of money (hereinafter referred to as the “Loan”) to Governmental Units (as defined in the Act); and

WHEREAS, the Borrower is a Governmental Unit, and pursuant to the Act is authorized to accept a Loan from the Bond Bank, to be evidenced by its Borrower Bond (defined below) purchased by the Bond Bank, and the proceeds of which will be held for the benefit of the Borrower by U.S. Bank Trust Company, National Association, as disbursing agent (the “Disbursing Agent”) subject to requisition as set forth herein; and

WHEREAS, the Borrower has applied to and has requested of the Bond Bank a Loan as described herein and on the terms set forth in Exhibit A, the Borrower will apply the proceeds of the Loan to pay the costs (the “Project Costs”) of financing or refinancing certain capital improvements (the “Project”), as described herein, and the Borrower has duly authorized the issuance of a bond (the “Borrower Bond”) to be purchased by the Bond Bank as evidence of the Loan in accordance with this Agreement, which Borrower Bond shall be in substantially the form appended hereto by the Borrower as Exhibit B and include the form of Assignment of the Borrower Bond included in Exhibit B; and

WHEREAS, to provide for the issuance of bonds of the Bond Bank (the “Bond Bank Bonds”) in order to obtain from time to time monies with which to make the Loan and other loans to governmental units, the Bond Bank has adopted the General Bond Resolution on May 3, 1988, as amended (herein referred to as the “Bond Resolution”) and will adopt a series resolution authorizing the issuance of the Bond Bank Bonds, the making of such Loan, *inter alia*, to the Borrower and the purchase of the Borrower Bond;

NOW, THEREFORE, the parties agree:

1. The Bond Bank hereby makes the Loan and the Borrower accepts the Loan. As evidence of the Loan, the Borrower hereby sells to the Bond Bank the Borrower Bond in the principal amount and at the price set forth in Exhibit A. The Borrower Bond shall bear interest from the date of its delivery to the Bond Bank at the rates per annum set forth in Exhibit A,

subject upon default to the rate set forth in the Act. Notwithstanding the foregoing, the Borrower Bond shall bear interest at such rate or rates as shall be required for the Borrower Bond to comply with Section 601(2) of the Bond Resolution.

2. The Borrower hereby acknowledges that the Bond Bank has entered into a disbursing agent agreement with the Disbursing Agent providing for, in part, the deposit and disbursement of the proceeds of the Loan. Pending their disbursement, the proceeds of the Loan shall be held by the Disbursing Agent. From time to time the Borrower shall requisition from the Disbursing Agent portions of the Loan proceeds necessary to pay Project Costs. Such requisitions shall be made in the form attached hereto as Exhibit C. The Borrower shall certify to the Disbursing Agent the name(s) and the title(s) of the person(s) authorized to execute and submit such requisitions. Proceeds of the Loan held by the Disbursing Agent shall be invested by the Disbursing Agent at the direction of the Borrower consistent with the provision of this Loan Agreement. The Borrower shall proceed with due diligence to complete the Project. Completion of the Project shall be evidenced by a certificate in the form of Exhibit D signed by the Borrower delivered to the Disbursing Agent and the Bond Bank.

3. The Borrower has duly adopted and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Borrower Bond to the Bond Bank.

4. The Borrower shall make funds sufficient to pay interest as the same becomes due available to the Bond Bank on each May 1 and November 1 as set forth in Exhibit A. The Borrower shall make funds sufficient to pay the principal as the same matures on each November 1 set forth in Exhibit A. **All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank.**

5. The Borrower is obligated to pay fees and charges to the Bond Bank within thirty (30) days of demand by the Bond Bank, as provided in the Act and the Bond Resolution.

6. The Bond Bank shall not sell and the Borrower shall not redeem any part of the Borrower Bond prior to the date on which all Bond Bank Bonds associated with the Loan are redeemable, and in the event of any sale or redemption prior to maturity of the Borrower Bond thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount, interest accrued to the redemption date and redemption premium, if any, needed to redeem a sufficient amount of Bond Bank Bonds to assure Bond Bank compliance with Section 601(2) of the Bond Resolution and (ii) the costs and expenses of the Bond Bank in effecting the redemption of the Bond Bank Bond so to be redeemed, less the amount of monies available in the applicable sub-account or sub-accounts in the redemption account established by the Bond Resolution and available for withdrawal from the Reserve Fund (as defined in the Bond Resolution) and for application to the redemption of Bond Bank Bonds so to be redeemed in accordance with the terms and provisions of the Bond Resolution, as determined by the Bond Bank. In no event shall any such sale or redemption of the Borrower Bond be effected without the written agreement and consent of both parties hereto, which agreement shall specify the

dollar amount to be paid by the Borrower.

7. Simultaneously with the delivery of the Borrower Bond to the Bond Bank, the Borrower shall furnish to the Bond Bank (i) an unqualified opinion of bond counsel to the Borrower satisfactory to the Bond Bank in the form of Exhibit E, (ii) a receipt in the form of Exhibit F, (iii) a certificate regarding ongoing financial reporting in the form of Exhibit G, and (iv) copies of such resolutions and certificates and related information, prepared by bond counsel to the Borrower evidencing the valid authorization, execution and delivery of the Borrower Bond.

8. The Borrower shall provide, at least sixty (60) days prior to each interest payment date or principal payment date for the Borrower Bond, to the Bond Bank and to U.S. Bank Trust Company, National Association, as trustee under the Bond Resolution, the name(s) and the title(s) of the person(s) at the Borrower to whom invoices for the payment of interest and principal should be addressed.

9. Notwithstanding Section 12 hereof, prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Borrower Bond to the Bond Bank or its designee, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Borrower to the Bond Bank in connection with its application for Bond Bank assistance shall be incorrect or incomplete in any material respect.

(b) The Borrower has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

10. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

13. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

14. The Borrower acknowledges that interest on the Bond Bank Bonds will not be included in the gross income of holders of such bonds for federal income tax purposes. Accordingly, the use of the proceeds of the Bond Bank Bonds, including the Loan, are subject to certain requirements pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, (the “Code”), and the Treasury Regulations promulgated thereunder (the “Regulations”). In connection therewith, the Borrower makes the following representations and covenants, which are provided as part of the record of proceedings with respect to the issuance of the Bond Bank Bonds:

(a) The undersigned officer(s) of the Borrower is/are duly charged and responsible for issuing the Borrower Bond.

(b) The Borrower is a political subdivision of the State and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures.

(c) The proceeds of the Loan will be used to provide funds for the Project. No other amounts have a sufficiently direct nexus (within the meaning of Regulations Section 1.148-1(c)) to the Loan or the Project to conclude that the amounts would have been used to finance the Project in the absence of the proceeds of the Loan.

(d) No proceeds of the Loan will be applied to retire existing obligations (“Prior Obligations”) unless such Prior Obligations were used to finance Project costs on a “new money” basis, including timely reimbursement of costs of the Project advanced under a duly adopted notice of official intent, or as a part of a chain of exclusively current refundings of obligations issued on a “new money” basis (“Original Obligations”). No proceeds of the Loan will be used to retire any Prior Obligations more than 90 days after the Closing Date. Proceeds, if any, invested during such 90-day period, pending application to retire Prior Obligations, may be invested without regard to yield.

(e) Any reimbursement of an expenditure made prior to the issue date of the Borrower Bond or any Original Obligations is pursuant to a declaration of official intent. In addition, any declaration of official intent of the Borrower to reimburse itself out of such proceeds for Project expenditures incurred before the Closing Date or the date of issuance of any Original Obligations, was adopted not later than 60 days after the date such expenditures were made. No expenditure has been or will be so reimbursed (a) more than 18 months after the later of the date the expenditure was made or the Project component to which it relates was placed in service and (b) more than three years after such expenditure was made.

(f) The Borrower reasonably expects that at least 85% of the proceeds of the Loan will have been expended within three years from the earlier of the Closing Date or the date of issuance of any Original Obligations. The Borrower has or will have incurred a binding obligation to a third party to expend on the Project at least 5% of the proceeds of the Loan and, if applicable, of the proceeds of each issue of Original Obligations within six months after the respective issue date(s) thereof. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. There are no unspent proceeds of any Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Bond Bank Bonds.

(g) The Project is and will be owned by the Borrower and will not be leased to any person which is not a state or local government unit, or an instrumentality thereof. In addition, the Borrower will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which any persons have any right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without consent of the Bond Bank, which consent may be conditioned on the Bond Bank receiving an opinion of nationally recognized Bond Counsel that such use will not have an adverse effect on the tax-exempt status of interest on the Bond Bank Bonds.

(h) No portion of the Project will be sold or otherwise disposed of in whole or in part, except due to normal wear and tear and obsolescence, while the Loan is outstanding. Public use of the Project will continue for so long as the Loan remains outstanding. The Borrower will notify the Bond Bank immediately in the event of any change in use or disposition of the Project. In such event, the Borrower will cooperate with the Bond Bank to undertake remediation measures under Treasury Regulations Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Bond Bank Bonds.

(i) No portion of the proceeds of the Loan will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Loan proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bona fide debt service fund. No portion of the proceeds of the Loan will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will contribute to or result in the Bond Bank Bonds being classified as “hedge bonds” under Section 149(g) of the Code.

(j) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bond Bank Bonds under Section 103(a) of the Code.

(k) The Borrower agrees to provide to the Bond Bank such information and detailed records as is required, and not otherwise available from the Disbursing Agent, for the calculation

by the Bond Bank of the rebate requirement imposed by Section 148 of the Code which, in part, will require a determination of the difference between the actual aggregate earnings of the investment of the proceeds of an issue of Bond Bank Bonds (including proceeds of the Borrower Bond) and the amount of such earnings assuming a rate of return equal to the yield on such issue of Bond Bank Bonds.

(l) In the event the proceeds of the Borrower Bond are no longer expected to be expended for the purpose(s) for which they were issued, the Borrower shall endeavor to find an alternate expenditure of such proceeds that complies with the requirements of the Code and the other tax covenants contained in this Agreement for lawful purposes which may be financed by tax-exempt bonds. Any such proposed substitute expenditure shall be reported promptly to the Bond Bank before it is made and shall be accompanied by a Counsel's Opinion (as defined in the Bond Resolution) certifying to the legality of such substitute expenditure and to the effect that the substitution shall not have an adverse effect on the continuing exclusion of interest paid and to be paid on the related Bond Bank Bonds from income for federal income tax purposes.

(m) There are and will be no other obligations of the Borrower (i) sold within fifteen (15) days of the date of sale of the Bond Bank Bonds, (ii) sold pursuant to a common plan of financing as was employed in the sale of the Bond Bank Bonds; and (iii) expected to be paid from substantially the same source of funds.

(n) The Borrower shall retain all records of expenditures for a period of not less than three (3) years after the payment of the Bond Bank Bond and furnish the Bond Bank with any and all documents necessary upon its request in order to show the compliance of the Borrower Bond with the provisions of the Code and applicable regulations and agrees to implement procedures with respect to the Loan that provide the following:

- (i) Assignment of tax-exempt compliance responsibilities to appropriate departments, officers, or employees.
- (ii) Establishment and maintenance of books and records all obligations of the Borrower financed by a particular issue of Bond Bank Bonds.
- (iii) Establishment of Code Section 148 compliant procedures for the investment of gross proceeds for all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (iv) Maintenance of records relating to all allocations of expenditures of proceeds of all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (v) Periodic monitoring of use of proceeds of each issue of the Borrower's obligations financed by a particular issue of Bond Bank Bonds, the investment and reinvestment of proceeds from the temporary investments thereof and the use

of property acquired or financed by the proceeds of such obligations.

(o) Notwithstanding anything in this Loan Agreement to the contrary, the obligation of the Borrower to comply with all tax covenants contained or referenced in this Loan Agreement shall survive the defeasance or payment in full of the Borrower Bond.

15. The Borrower agrees to provide to the Bond Bank upon request such information as the Bond Bank may reasonably request in order for the Bond Bank to verify at any time the representations, expectations, procedures and covenants set forth in the Bond Bank's Tax Certificate executed coincident with the delivery of the Bond Bank Bonds to the purchaser(s) thereof.

16. The Borrower shall provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor's report on the financial statements of the Borrower. In addition, within thirty (30) days following a request by the Bond Bank, or such shorter period as prescribed under Securities and Exchange Commission Rule 15c2-12, the Borrower agrees to furnish the Bond Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bond Bank may request. In addition, the Borrower agrees to notify the Bond Bank within ten (10) days of the occurrence of any notice event which has or may have an effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in this Loan Agreement or the Borrower Bond. As used in this paragraph, a notice event is any one of the following:

(a) Actual or anticipated delinquency or default of payment of principal of or interest on the Borrower Bond or any other debt obligation of the Borrower;

(b) Any actual or anticipated default or breach on the part of the Borrower with respect to any term or provision of this Loan Agreement or like agreement to which the Borrower is a party;

(c) Unscheduled draws on debt service reserves which reflect financial difficulties for the Borrower;

(d) Unscheduled draws on any letter of credit, guarantee or similar credit enhancement which reflects financial difficulties for the Borrower;

(e) Substitution of any entity furnishing the Borrower with credit or liquidity enhancement, or the failure of such entity to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other



material notices or determinations with respect to the tax status of the Borrower Bond, or other material events affecting the tax status of the Borrower Bond;

(g) Material modifications of the rights of any person owning a legal or beneficial interest in the Borrower Bond;

(h) The actual or contemplated call, redemption, refunding or defeasance of the Borrower Bond, or the sale, release or substitution of the improvements financed by the Borrower Bond;

(i) Any change in the credit rating of the Borrower;

(j) Tender offers with respect to the Borrower Bond;

(k) Bankruptcy, insolvency, receivership or similar event of the Borrower;

(l) The merger, consolidation or acquisition of the Borrower;

(m) The sale or transfer of all or substantially all of the assets of the Borrower, whether absolute or pursuant to a management or operating agreement, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(n) The sale or disposition of assets financed by the Borrower Bond, or a change of use thereof constituting “deliberate action” as defined in the Code;

(o) A change in the identity or name of the Borrower Bond trustee, or the appointment of a successor or additional trustee, if material;

(p) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; or

(q) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties.

For the purposes of the event identified in clause (k), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been

assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower. For purposes of the events identified in clauses (p) and (q), the term “financial obligation” means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security of a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii).

17. The Borrower acknowledges that information it has furnished the Bond Bank and others will be relied upon in the public offering of Bond Bank Bonds for sale. The Borrower represents that all information it has provided in connection with the Loan, the Borrower Bond, this Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of the knowledge of the Borrower and its officers. The Borrower further represents that it has disclosed to the Bond Bank and others all information material to the Loan, and the public offering of Bond Bank Bonds, and has not failed to disclose any information it deems material for such purpose.

18. The Borrower acknowledges that pursuant to the Act, the State Treasurer may intercept State funding to the Borrower in the event of a payment default on the Borrower Bond.

19. The Borrower agrees that it will not purchase (and shall not permit any related party to the Borrower to purchase) any Bond Bank Bonds.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VERMONT BOND BANK

By: \_\_\_\_\_  
Executive Director

(SEAL)

Attest:

TOWN OF LONDONDERRY

\_\_\_\_\_

Town Clerk

(SEAL)

By: \_\_\_\_\_  
Chair, Selectboard

No. R-1

UNITED STATES OF AMERICA  
STATE OF VERMONT  
TOWN OF LONDONDERRY  
GENERAL OBLIGATION BOND

\$1,300,000

REGISTERED OWNER: Vermont Bond Bank

BOND DATE: March 6, 2025

The Town of Londonderry (hereinafter called the “Borrower”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank (the “Bond Bank”), or registered assigns, the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) in installments on November 1 of each year as set forth in Exhibit A (“Exhibit A”) to the Loan Agreement dated March 6, 2025 (the “Loan Agreement”), by and between in the Borrower and the Bond Bank, with interest on each installment at the rate per annum set forth in Exhibit A opposite the year in which the installment becomes due.

The interest rate of each installment shall run from the Bond Date to the Registered Owner and payment therefor and until payment of each installment and such interest shall be payable semi-annually on November 1 and May 1 of each year in the amounts set forth in Exhibit A. Both principal and interest on this Bond are payable in lawful money of the United States at U.S. Bank Trust Company, National Association, in Boston, Massachusetts, or at its successor as Trustee under the General Bond Resolution of the Bond Bank. All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond is issued by the Borrower for the purpose of financing the Project defined in the Loan Agreement under and by virtue of Title 24, Chapter 53 of Vermont Statutes Annotated, the vote of its legal voters duly passed on March 7, 2023, and resolutions duly adopted by its Selectboard.

This Bond is transferable only upon presentation to the Treasurer of the Borrower with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Borrower kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Borrower are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be signed by its Selectboard and its Treasurer and its seal (if it has a seal) to be affixed hereto as of March 6, 2025.

TOWN OF LONDONDERRY

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All or a Majority of its  
Selectboard

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Treasurer

TOWN OF LONDONDERRY \$1,300,000 GENERAL OBLIGATION BOND  
DATED MARCH 6, 2025

CERTIFICATE OF REGISTRATION

It is hereby certified that this bond is a registered bond, the principal and interest due thereon payable only to the holder of record as appears in the office of the Treasurer of the issuing Borrower. This bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Borrower at the office of the Treasurer of the Borrower who shall record such transfer in the records of the Borrower and on the bond. The name and address of the original registered owner of this bond is Vermont Bond Bank, 100 Bank Street, Suite 401, Burlington, Vermont 05401.

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Treasurer

TREASURER’S CERTIFICATE

The undersigned Treasurer of Town of Londonderry (the “Borrower”) hereby certifies, on behalf of the Borrower, that the Borrower is obligated under the Loan Agreement, dated as of March 6, 2025 between the Borrower and the Vermont Bond Bank (the “Bond Bank”) to provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor’s report on the financial statements of the Borrower.

TOWN OF LONDONDERRY

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Treasurer



RECEIPT

Received of the Vermont Bond Bank the sum of \$1,300,000 being in full payment for the Borrower Bond of the below-referenced Borrower dated the date hereof and sold and delivered to said Bond Bank.

Dated March 6, 2025

TOWN OF LONDONDERRY

By: \_\_\_\_\_  
Duly Authorized

## Potential Change Order

<b>PROJECT</b> Londonderry Town Office 100 Old School Street South Londonderry, VT 05155	Potential Change Order No: 30 Date: 12/18/2024	<input checked="" type="checkbox"/> Owner  <input checked="" type="checkbox"/> Architect  <input checked="" type="checkbox"/> Contractor  <input type="checkbox"/> Field  <input checked="" type="checkbox"/> Clerk of the Works
<b>CONTRACTOR</b> GPI Construction Inc. 436 Canal Street Suite 101 Brattleboro, VT 0530	<b>PROJECT NUMBER: 20074</b> Contract Date: 7/23/2024 Contract for: Renovations	

THE CONTRACT IS CHANGED AS FOLLOWS:

Install concrete footers and frost walls under east basement entrance		
Remove structure	\$	780.00
Hunter Excavation	\$	2,500
Concrete	\$	2,217
Replace structure	\$	2,080
GPI subcontractor markup	\$	708
<b>Total Change Request</b>		<b>\$ 8,285</b>

The Contract Time will be (increased) (decreased) (unchanged) by 0

Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

<b>Architect</b> JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	<b>CONTRACTOR</b> GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	<b>OWNER</b> Town of Londonderry 100 Old School St S. Londonderry, VT 05155
BY	BY	BY
Jon Saccoccio	Anthony Girard	Shane O'Keefe
DATE	DATE	DATE

# PROPOSAL

**CUSTOMER**  
GPI Construction  
Anthony@gpivt.com



**PROPOSAL #**  
**HE18**  
**DATE**  
01/11/2025  
**Job Site Info:**  
Town of Londerry (Town Hall)

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## **CHANGE ORDER by Request (Primary power trench and small foundation excavation)**

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

**Scope of Work (SOW):** Electrical trench from building, across parking to the utility pole approx. 117 LF.

Excavate for a "foundation under the little basement area."

- Mobilization of manpower, equipment and materials for the duration of the project
- Excavate Trench for conduit install by other. Trench to be min 3'6" depth at 3' wide.
  - Excludes concrete embedment if shallow excavation is required.
- Place bedding sand. Backfill with suitable material.
- Compaction with anticipation of pavement surface layer (per original contract)
- Excavate area defined as "little basement area" and prep for foundation (concrete works by other).
- Backfill excavated area as required.

**CLARIFICATIONS:** This proposal was based on plans with markup email attachment 1.8.24 Site visit, email or other correspondence.

**NOTE:** Trench timing of performance is anticipated to be performed prior to contracted pavement installation. If excavated trench is not prepared for backfill prior to a weather event that could require cleaning up or other additional services due to timing of others, any additional cost will be communicated and bill at a T/M rate prior to performing the additional work.

**EXCLUSIONS:** The following exclusions apply unless specifically included; Ledge, electrical and/or plumbing works, interior work; Incidental damages, unforeseen site conditions. Permit acquisition fees and/or related paperwork. Work not specifically defined in the scope of work statement.

Acceptance:

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

LUMP SUM -----\$ 7,180.00

(Itemized \$4,680 Trench, \$2,500 foundation prep)

X\_\_\_\_\_ Date \_\_\_\_\_  
Anthony Girard

## Potential Change Order

<b>PROJECT</b> Londonderry Town Office 100 Old School Street South Londonderry, VT 05155	Potential Change Order No: 30 Date: 12/18/2024	<input checked="" type="checkbox"/> Owner  <input checked="" type="checkbox"/> Architect  <input checked="" type="checkbox"/> Contractor  <input type="checkbox"/> Field  <input checked="" type="checkbox"/> Clerk of the Works
<b>CONTRACTOR</b> GPI Construction Inc. 436 Canal Street Suite 101 Brattleboro, VT 0530	<b>PROJECT NUMBER: 20074</b> Contract Date: 7/23/2024 Contract for: Renovations	

THE CONTRACT IS CHANGED AS FOLLOWS:

Install concrete footers and frost walls under east basement entrance		
	Remove structure \$	780.00
	Replace structure \$	2,500
	Flash roof, patch siding \$	500
<b>Total Change Request</b>	<b>\$</b>	<b>3,780</b>

The Contract Time will be (increased) (decreased) (unchanged) by 0

Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

<b>Architect</b> JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	<b>CONTRACTOR</b> GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	<b>OWNER</b> Town of Londonderry 100 Old School St S. Londonderry, VT 05155
BY  Jon Saccoccio DATE	BY  Anthony Girard DATE	BY  Shane O'Keefe DATE

## Potential Change Order

<b>PROJECT</b> Londonderry Town Office 100 Old School Street South Londonderry, VT 05155	Potential Change Order No: 36 Date: 2/13/2025	<input checked="" type="checkbox"/> Owner  <input checked="" type="checkbox"/> Architect  <input checked="" type="checkbox"/> Contractor  <input type="checkbox"/> Field  <input checked="" type="checkbox"/> Clerk of the Works
<b>CONTRACTOR</b> GPI Construction Inc. 436 Canal Street Suite 101 Brattleboro, VT 0530	<b>PROJECT NUMBER: 20074</b> Contract Date: 7/23/2024 Contract for: Renovations	

THE CONTRACT IS CHANGED AS FOLLOWS:

Install power underground from utility pole to building	
Hunter Excavation Trench	\$ 4,680.00
AL Tyler Electric install conduits and pull wire	\$ 9,720
AL Tyler install conduit and wire for solar	\$ 6,086
GPI Construction build stand for electrical equipment materials	\$ 260
GPI Labor	\$ 595
GPI sub and material markup	\$ 3,112
<b>Total Change Request</b>	<b>\$ 24,453</b>

The Contract Time will be (increased) (decreased) (unchanged) by 0

Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

<b>Architect</b> JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	<b>CONTRACTOR</b> GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	<b>OWNER</b> Town of Londonderry 100 Old School St S. Londonderry, VT 05155
BY	BY	BY
Jon Saccoccio	Anthony Girard	Shane O'Keefe
DATE	DATE	DATE

# PROPOSAL

**CUSTOMER**  
GPI Construction  
Anthony@gpivt.com



**PROPOSAL #**  
**HE18**  
**DATE**  
01/11/2025  
**Job Site Info:**  
Town of Londerry (Town Hall)

---

## **CHANGE ORDER by Request (Primary power trench and small foundation excavation)**

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

**Scope of Work (SOW):** Electrical trench from building, across parking to the utility pole approx. 117 LF.

Excavate for a "foundation under the little basement area."

- Mobilization of manpower, equipment and materials for the duration of the project
- Excavate Trench for conduit install by other. Trench to be min 3'6" depth at 3' wide.
  - Excludes concrete embedment if shallow excavation is required.
- Place bedding sand. Backfill with suitable material.
- Compaction with anticipation of pavement surface layer (per original contract)
- Excavate area defined as "little basement area" and prep for foundation (concrete works by other).
- Backfill excavated area as required.

**CLARIFICATIONS:** This proposal was based on plans with markup email attachment 1.8.24 Site visit, email or other correspondence.

**NOTE:** Trench timing of performance is anticipated to be performed prior to contracted pavement installation. If excavated trench is not prepared for backfill prior to a weather event that could require cleaning up or other additional services due to timing of others, any additional cost will be communicated and bill at a T/M rate prior to performing the additional work.

**EXCLUSIONS:** The following exclusions apply unless specifically included; Ledge, electrical and/or plumbing works, interior work; Incidental damages, unforeseen site conditions. Permit acquisition fees and/or related paperwork. Work not specifically defined in the scope of work statement.

Acceptance:

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



LUMP SUM -----\$ 7,180.00

(Itemized \$4,680 Trench, \$2,500 foundation prep)

X\_\_\_\_\_ Date \_\_\_\_\_  
Anthony Girard



Anthony Girard &lt;anthony@gpivt.com&gt;

---

**Londonderry Service**

1 message

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**Brian Tyler** <brian@altyler.com>  
To: Anthony Girard <anthony@gpivt.com>

Thu, Jan 9, 2025 at 8:11 AM

Price for an underground service based on 120' – pole to building, conduit and wire size based on riser diagram on drawings. \$9,720.00 this includes \$500.00 in GMP charges, 1 – 4" conduit for tele, 1 – 3" conduit for catv.

Price to extend the tele & catv conduits underground in front of the building to go directly into the IT room, based on 60', add \$2,140.00 to the above price.

GMP gave me a budget number for the connection of the Overhead service of \$6,000.00 to \$7,000.00. because of the service size, distance from the existing pole to the building they would need to install another pole for the service roughly mid-way between the existing pole and building.

No excavation included in any pricing

Core drilling by others

No cut, patch or paint

If you have any questions please feel free to contact me.

Thanks

**Brian Tyler***Electrical Division***A.L. Tyler and Sons, Inc.****Electrical / Mechanical**

802.254.9309 ext. 12

802.380.0118



Anthony Girard &lt;anthony@gpivt.com&gt;

---

**Londonderry T/D & PV conduit**

1 message

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**Brian Tyler** <brian@altyler.com>  
To: Anthony Girard <anthony@gpivt.com>

Wed, Feb 12, 2025 at 1:34 PM

Deduct for the terminations, rack, patch panel, jacks, testing. **\$4,294.00**

Add for PV conduit and wire across driveway per ISA drawing A-4 dated 1/27/25. **\$6,086.00**

Thanks

**Brian Tyler**

*Electrical Division*



**A.L. Tyler and Sons, Inc.**

**Electrical / Mechanical**

802.254.9309 ext. 12

802.380.0118

[www.altyler.com](http://www.altyler.com)

This message is confidential and is for the named person's use only. No confidentiality is waived or lost by any mis-transmission. If you are not the intended recipient, please notify the sender, delete the message and all copies of it, and do not use or disclose the contents. A.L. Tyler and Sons, Inc. reserves the right to monitor all e-mail communications through its networks. Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of the Company.

## Potential Change Order

<b>PROJECT</b> Londonderry Town Office 100 Old School Street South Londonderry, VT 05155	Potential Change Order No: 38 Date: 2/13/2025	<input checked="" type="checkbox"/> Owner  <input checked="" type="checkbox"/> Architect  <input checked="" type="checkbox"/> Contractor  <input type="checkbox"/> Field  <input checked="" type="checkbox"/> Clerk of the Works
<b>CONTRACTOR</b> GPI Construction Inc. 436 Canal Street Suite 101 Brattleboro, VT 0530	<b>PROJECT NUMBER: 20074</b> Contract Date: 7/23/2024 Contract for: Renovations	

THE CONTRACT IS CHANGED AS FOLLOWS:

AL Tyler credit for data terminations, data rack, patch panel \$ (4,294.00)

Total Change Request \$ (4,294)

The Contract Time will be (increased) (decreased) (unchanged) by 0

Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. .

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

<b>Architect</b> JA Saccoccio Workshop, PLLC 139 Main St Brattleboro, VT 05301	<b>CONTRACTOR</b> GPI Construction 436 Canal St, Ste 101 Brattleboro, VT 05301	<b>OWNER</b> Town of Londonderry 100 Old School St S. Londonderry, VT 05155
BY	BY	BY
Jon Saccoccio	Anthony Girard	Shane O'Keefe
DATE	DATE	DATE



Anthony Girard &lt;anthony@gpivt.com&gt;

---

**Londonderry T/D & PV conduit**

1 message

---

**Brian Tyler** <brian@altyler.com>  
To: Anthony Girard <anthony@gpivt.com>

Wed, Feb 12, 2025 at 1:34 PM

Deduct for the terminations, rack, patch panel, jacks, testing. **\$4,294.00**

Add for PV conduit and wire across driveway per ISA drawing A-4 dated 1/27/25. **\$6,086.00**

Thanks

**Brian Tyler**

*Electrical Division*



**A.L. Tyler and Sons, Inc.**

**Electrical / Mechanical**

802.254.9309 ext. 12

802.380.0118

[www.altyler.com](http://www.altyler.com)

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**TOWN OF LONDONDERRY**  
**FACILITY USE POLICY AND AGREEMENT**  
**Approved as amended January 4, 2016**

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

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

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

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

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

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

**FACILITY USE AGREEMENT**

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

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

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

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

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

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

This Agreement, dated February 3, 2025 is between the Town of Londonderry and Weston Theater Company. The parties agree to the conditions as listed in this document.

FACILITY: Londonderry Town Hall

EVENT: Rehearsals for Almost Heaven and White Christmas

DATE: May 13-June 8 and June 17-July 13, 2025

A copy of liability insurance will be attached to this agreement when required.

Town of Londonderry: By \_\_\_\_\_ (Authorized Agent)

User Susanna Gellert

Address: 703 Main Street Town Weston St VT Zip 05161

Phone: 802-824-8167

Weston Theater Company (Organization, if applicable)

## Weston Theater Company – Previous Selectboard approvals of use of Town Hall

4/1/2024

### 12. New Business

#### a. Consider request to use Town Hall

Susanna Gellert of the Weston Theater Company said the theater spaces were severely impacted by the previous floods therefore, they are looking for a large room to accommodate their rehearsals from 5/19/2024 to 6/7/2024 and 6/30/2024 to 7/19/2024.

*Jim Fleming moved to authorize use of the Town Hall for theatrical rehearsals by the Weston Theater Company for the period 5/19/2024 to 6/7/2024 and 6/30/2024 to 7/19/2024, and to authorize the Town Administrator to sign the facility use agreement on behalf of the Town. Such authorization is subject to the following conditions:*

- 1) A certificate of insurance acceptable the Town Administrator, naming the Town as an additional insured, shall be provided to the Town Administrator prior to issuance of the written authorization, and*
- 2) 6/30/2024 to 7/19/2024 are approved provided, 5/19/2024 to 6/7/2024 are held without incident, seconded by Martha Dale. The motion passed unanimously.*

6/20/2024

#### c) Consider request to use Town Hall

Mr. O'Keefe explained the Weston Theater Company's request. Highlights included:

- This group has used the building before, and they treated it well.
- The Selectboard had previously approved their usage for last month, with the stipulation that if it all went well, the Town would allow them to use it again.
- Everything went well.
- They are aware that on July 13, the Town has to set up for Town Meeting.

Mr. Cavanagh noted the Weston Theater Company had offered to pay for the day's electric bill, and they had alerted the Town to a leak in the building and they cleaned up the leak.

*Motion by Mr. Fleming to authorize use of the Town Hall for a meeting of the Weston Theater Company on Saturday, June 22, 2024 from 9:00AM to 1:00PM, and to authorize the Town Administrator to sign the facility use agreement on behalf of the Town. Mr. Prouty seconded. Motion carried unanimously.*



**From:** Windham Regional Commission <wrc@windhamregional.org>

**Sent:** Thursday, February 13, 2025 12:23 PM

**Cc:** ccompany@windhamregional.org

**Subject:** Invitation: Regional Selectboard Member Gathering 3/12 12-1:30 @ NewBrook Fire Department

**FYI #1**

Greetings Selectboard Members of the Windham Region:

**What:** Region-wide selectboard member gathering  
**When:** Wednesday, March 12<sup>th</sup> 12 noon-1:30 p.m.  
**Where:** NewBrook Fire Department 698 Vermont Route 30 Newfane, VT 05345  
**Who:** All selectboard members in the 27 towns of the Windham Region  
**Why:** Meet, network, share successes and challenges

The Windham Regional Commission (WRC), Brattleboro Development Credit Corporation (BDCC), and the Vermont League of Cities and Towns (VLCT) are inviting selectboard members of the 27 towns of the Windham Region to this informal networking opportunity. We co-hosted a similar gathering last year that was well-attended and seemed to be valuable to those who participated. Folk from WRC, BDCC, and VLCT will be on hand to facilitate discussion, answer questions, and provide updates. Refreshments will be provided.

This event is free, but **registration is necessary** to plan for space and refreshments. You can register here [Windham County Selectboard Meet-Up](#). Anyone who needs help with online registration can contact Abby at 802-262-1926 or [afriedman@vlct.org](mailto:afriedman@vlct.org)

Please share this with any new selectboard members who are elected in March. We'll send out a reminder after Town Meeting.

Note: Because we had some questions last time, this is not a public meeting of an individual municipality and does not need to be noticed. The Open Meeting Law applies when there is (1) a quorum of a public body; (2) involved in a discussion or taking action; *and* (3) the subject matter of the discussion is one over which the body has authority or responsibility.

Chris Company, Executive Director  
Windham Regional Commission  
139 Main Street Suite 505  
Brattleboro, VT 05301  
Phone: (802) 257-4547 x106  
[www.windhamregional.org](http://www.windhamregional.org)

**Town of Londonderry, Vermont**  
100 Old School Street  
South Londonderry, VT 05155  
802-824-3356  
[www.londonderryvt.org](http://www.londonderryvt.org)

**FYI #2.a**

February 11, 2025

Daniel & Nancy Paglinco  
390 Judd Road  
Easton, CT 06612

RE: Rinehart Road Culvert Replacement  
Property owner Address: 97 Rinehart Road, Parcel 009043.000

Dear Nancy & Daniel,

I'm writing to provide information about the Town of Londonderry's efforts to replace the 6-foot-wide pipe culvert located on Rinehart Road adjacent to your property, and request that you provide contact information so we can discuss the Town's need for temporary and/or permanent easements over your property for construction and ongoing maintenance.

You'll recall that the area-wide flooding that took place between July 7 and July 10, 2023 completely dislodged and destroyed the culvert – twice over a few days' time! It was temporarily replaced in-kind with the existing culvert which has been working just fine, but we know that there will be flooding again in the future and the Town is working to mitigate flooding damage wherever it reasonably can.

The Federal Emergency Management Agency (FEMA) has committed funds to the Town's proposal to install a new 18-foot-wide precast concrete box culvert at this location. And with engineering work all but completed, we look to go out to bid soon for construction to commence this spring/summer. Before we do so we must secure easements from affected property owners such as you. For your specific property the Town will require both a temporary easement during the construction process and a small permanent easement.

I therefore ask that you please either email or call me at the contact information shown below in the coming week so we can talk further about the process and answer any questions you may have.

Many thanks for your participation in this important flood resilience project.

Sincerely,



Shane O'Keefe, Town Administrator  
Email: [townadmin@londonderryvt.org](mailto:townadmin@londonderryvt.org)  
Phone: 802-824-3356, Ext.5

## Rinehart Road Culvert Replacement - Property Owners

2/11/2025

Location Address	Parcel Number	Owner Name	Owner Address	Easements needed
207 Roberts Road	009037.000	Alan Goralnik & Iris Simon	244 Westwood Road Southington, CT 06499	Temporary & Permanent
53 Rinehart Road	009039.000	Daniel & Karen Lenahan	P.O. Box 348 Sag Harbor, NY 11963  AND  P.O. Box 591 Londonderry, VT 05148	Temporary & Permanent
112 Rinehart Road	009041.000	Edward Hazan & Kim Lamplough	333 Sunset Drive, Apt. 703 FT. Lauderdale, FL 33301-2655	Temporary & Permanent
97 Rinehart Road	009043.000	Daniel & Nancy Paglinco	390 Judd Road Easton, CT 06612	Temporary & Permanent
1182 Barker Road	009057.000	Peter Schloerb	P.O. Box 9623 North Amherst, MA 01059-9623	Temporary



# MEMORANDUM OF DECISION AND ORDER

## Regarding Notice of Dismissal

FYI #3.a

State of Vermont  
Land Use Review Board  
District 8 Environmental Commission  
440 Asa Bloomer State Office Building  
88 Merchants Row, 4<sup>th</sup> Floor  
Rutland, VT 05701-5903  
<https://act250.vermont.gov/>

Blue Flame Gas Company, Inc.  
PO Box 280  
Londonderry, VT 05148

**APPLICATION NUMBER:**  
**8B0153-1**

**LAW/REGULATIONS INVOLVED:**  
10 V.S.A. §§ 6000-6111 (Act 250)  
10 V.S.A. § 6083a

### I. Summary

On October 19, 2020, Blue Flame Gas Company, Inc. filed an application for an Act 250 permit amendment for a change of use of the previously permitted parcel from retail sales to industrial use; the project specifically includes the installation of a 30,000-gallon underground propane distribution tank; construction of a 30-foot by 45-foot tank storage area for temporary storage of empty residential propane storage tanks; and site improvements to include a gravel parking area and stormwater treatment practices. The project is located at 3 Valley View Drive off Route 11 in the Town of Landgrove, Vermont.

An amended application and other supplemental evidence, including notices of opposition and a request for a hearing, continued to be filed through February 2021 by both the Applicant and parties expressing particularized interests. The District Coordinator then issued a letter of incompleteness to the Applicant on February 19, 2021, requiring the submission of additional information.

The Applicant deferred response to the incompleteness letter and requested the application remain open pending a decision from the Vermont State Court – Environmental Decision regarding their appeal of the local conditional use determination. The Act 250 District Office sent emails on February 17, 2023; July 17, 2023; January 30, 2024; and December 2, 2024, to the Applicant requesting a status on their intent to proceed with the application process.

The records of the District 8 Commission (“Commission”) indicated that the file had been inactive for an extended period of time, specifically, since January 18, 2021.

On January 15, 2025, the Commission issued a Notice of Intent to Dismiss permit application 8B0153-1 pursuant to Act 250 Rule 18(D). On February 12, 2025, the Applicant filed a timely response to the Commission’s Order, stating their intent to proceed with the application process for a revised project, and therefore requested that the Commission keep the application open.

### II. ORDER

The Commission has considered the Applicant’s request and agrees to keep application 8B0153-1 open pending Applicant’s filing of a revised application to obtain an Act 250 Land Use Permit Amendment prior to commencement of construction pursuant to 10 V.S.A. § 6081.

The terms and conditions of Land Use Permit 8B0153 remain in full force and effect.

Dated this February 14, 2025.

By /s/ Richard Kobik  
Richard Kobik, Chair  
District 8 Commission

Commissioners participating in this decision: Don Miller and Michael McDonough

Any party may file a motion to alter with the District Commission within 15 days from the date of this decision, pursuant to Act 250 Rule 31(A).

Pursuant to 10 V.S.A. § 6083a(e)(4), any appeal of this decision must be filed with the Land Use Review Board within 30 days of the date the decision was issued at the below address, and served upon any party by right as defined in 10 V.S.A. § 8502(5), and upon all parties who had party status as of the end of the District Commission proceeding (if any), and all friends of the Commission (if any), by ordinary first class mail or by email. A certificate of service indicating the date that each party was served and the means of service shall also be provided to the Land Use Review Board at the time the appeal is filed. In addition, the appellant shall publish a copy of the notice of appeal not more than 10 days after serving the notice as required herein, at the appellant's expense, in a newspaper of general circulation in the area where the project that is the subject of the act or decision appealed is located.

**Land Use Review Board  
10 Baldwin Street  
Montpelier, VT 05633-3201**

## RYAN SMITH &amp; CARBINE, LTD.

ATTORNEYS AT LAW

MEAD BUILDING  
98 MERCHANTS ROW  
P. O. BOX 310  
RUTLAND, VERMONT 05702-0310

TELEPHONE (802) 786-1000  
FACSIMILE (802) 786-1100

WRITER'S DIRECT DIAL:

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E-Mail: schc@rsclaw.com

NEW YORK OFFICE:

RYAN SMITH & CARBINE, P.C.  
511 GLEN STREET  
GLENS FALLS, NEW YORK 12801

TELEPHONE (518) 499-1272  
FACSIMILE (518) 499-1273

PLEASE REPLY TO: ☒ Vermont ☐ New York

R. JOSEPH O'ROURKE  
JOHN J. ZAWISTOSKI  
GLENN S. MORGAN  
JAMES B. ANDERSON ▲  
WILLIAM A. O'ROURKE, III  
ANDREW H. MAASS  
JOHN A. SERAFINO  
MARK F. WERLE ▲  
ERIN J. GILMORE  
FRANCESCA BOVE ▲  
STEPHANIE P. ROMEO  
ANTONIN I.Z. ROBBASON ▲  
TAMMY B. DENTON  
STEPHEN C.H. CASSARINO  
ELIJAH T. LACHANCE  
MATTHEW D. FREEDOM  
BRITTANY M. CUNNINGHAM  
ERIN K. MORGAN  
*Of Counsel:*  
ALLAN R. KEYES  
EDWARD D. LAIRD, JR. ▲  
▲ Also admitted in New York

February 11, 2025

District 1 Environmental Commission  
440 Asa Bloomer State Office Building  
88 Merchants Row, 4<sup>th</sup> Floor  
Rutland, VT 05701-5903

RE: Application 8B0153-1; Blue Flame Gas Company, Inc.

Dear Commissioners:

Please accept this letter as a request that the District Commission keep the above-referenced application active.

The Application was prematurely filed on October 19, 2020, and was deemed incomplete by the District Coordinator on February 19, 2021. The Applicant previously requested a deferred response to the incompleteness determination pending a decision from the Environmental Division of the Vermont Superior Court regarding a Conditional Use permit for the project from the Town of Landgrove.

The pending action in the Environmental Division has now been settled by the parties, and that settlement has been approved by the Court. A copy of the Stipulated Settlement, Order and Judgment (the "Settlement") is attached hereto.

As can be seen from the Settlement, in response to concerns from neighbors and the Town of Landgrove, the project has changed from what was described in the original application filed in 2020. Most significantly, the previously proposed 30,000 gallon propane tank is no longer part of the project. The project is now for a business office, with some changes to parking, some additional screening, and a widening of the entrance to the property from Route 11.

We believe the project as now proposed is not substantially different from the retail sales facility approved by Permit 8B0153, and the later use of the property as a real estate office. Therefore, if the Board approves keeping this application active, the Applicant believes it should be treated as an Administrative Amendment, or, at most, as a Minor application.

Upon receiving the Board's decision to keep this application active, the Applicant will timely file an amended application which includes the changes made to the project pursuant to the Settlement.

Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above the printed name.

Stephen C. H. Cassarino



VERMONT SUPERIOR COURT  
ENVIRONMENTAL DIVISIONIN RE: Blue Flame Gas Co. Inc. Site Plan &  
Conditional Use Application

Docket No. 20-ENV-00011

**STIPULATED SETTLEMENT, ORDER AND JUDGMENT**

This Stipulated Settlement Agreement is between and among the parties to this litigation, together with all interested parties to this settlement, and is for the purpose of resolving all existing or potential disputes that could have been raised in this matter.

WHEREAS, the parties agree to the following conditions:

1. The project shall be completed in accordance with the site plan prepared by Otter Creek Engineering, dated September 11, 2024, annexed as Exhibit "A" (the "Plan").
2. There shall be no underground propane storage tank on the site.
3. Noise at the site will not exceed 70 decibels at the property line.
4. The business sign at the site shall not exceed 20 sq./ft. The sign will be of wood and/or other natural materials and shall be unlit.
5. There shall be a total of twelve (12) parking spaces and all vehicles must be parked in designated spaces. Blue Flame shall not seek to increase the number of parking spaces beyond 12.
6. The four (4) parking spaces located to the southeast of the building will be limited to personal vehicles only, not delivery or service vehicles.
7. Up to eight vehicles may be parked overnight, with no more than four of these being Blue Flame's customer delivery trucks. No tractor trailers are to be parked overnight. There shall be no more than one snowplow parked overnight and only during winter months or such other times as there is actual and/or predicted snow accumulation.
8. All excavation shall take place within the limits as delineated in the Plan.
9. Cedar trees shall be planted as depicted on the plan to form hedge rows (plan to depict requested spacing of 2-3 ft. apart). Any trees that die shall be replaced by the next growing season. The cedar hedges shall be maintained at a height of at least eight feet tall.



10. An 8 ft. tall wooden privacy/screening fence shall be installed as shown on the Plan. The fence shall be designed, constructed and maintained to block views into the project site.
11. The area to the northwest of the parking area shall be left in a natural state (*i.e.*, no mowing or brush hogging). The cleared field areas on both sides of Valley View Drive will continue to be mowed annually and may be mowed and/or brush hogged at the discretion of the permittee.
12. The remainder of the grounds and building shall be kept in good, orderly upkeep and repair, and in conformance with the character of the surrounding area.
13. The permittee shall maintain and re-plant as necessary all screening vegetation.
14. There shall be no exterior nighttime lighting on site.
15. The permittee shall improve, repave, and widen the entrance to Valley View Drive from Route 11, as well as extend the paved portion of Valley View Drive to the entrance to the permittee's site, as depicted on the Plan.
16. The permittee shall be responsible for maintenance and snow removal on the portion of Valley View Drive extending from Route 11 to the entrance to the permittee's site as depicted on the Plan.
17. Propane tanks stored on-site shall only be stored within the designated tank storage area as depicted on the Plan.
18. The tank storage area shall be properly fenced and secured and shall not exceed an area of 30' x 45' as depicted on the Plan. The fencing shall include green polyethylene screening on all sides.
19. The project shall be constructed, operated and maintained as shown on the Plan.
20. A copy of the Plan shall be recorded in the Town of Landgrove Land Records within 30 days of the issuance of the permit.

AND WHEREAS, the parties and interested parties to this settlement agreement further agree that they will not oppose any application consistent with the above conditions, and the revised Site Plan and Conditional Use Application so ordered by the Environmental Court, including without limitation, any proceedings under Act 250. The undersigned neighbor, Alexis Sandler, who is an "interested party" for purposes of this Settlement Agreement, consents to the jurisdiction of this Court for matters related to this Docket No. 20-ENV-00011.

THE FOREGOING IS HEREBY ORDERED, ADJUDGED AND DECREED.

DATED: December 12<sup>th</sup>, 2024

WOOLMINGTON, CAMPBELL,  
BENT & STASNY, PC

By: 

Merrill E. Bent, Esq.  
*Attorneys for Town of Landgrove*  
4900 Main Street, P.O. Box 2748  
Manchester, VT 05255  
(802) 362-2560  
E-mail: merrill@greenmtlaw.com

DATED: December 12, 2024

RYAN SMITH & CARBINE, LTD.

By: 

Mark F. Wefle, Esq.  
*Attorneys for Applicant*  
BLUE FLAME GAS COMPANY, INC.  
P.O. Box 310  
Rutland, VT 05702-0310  
(802) 786-1000  
E-mail: mfw@rsclaw.com

DATED: December 12, 2024 SHEEHEY FURLONG & BEHM P. C.

By:

*Peter Raymond*

Peter G. Raymond, Esq.  
*Attorneys for Interested Party*  
MICHAEL TOOLE  
30 Main Street, 6<sup>th</sup> Fl, P.O. Box 66  
Burlington, VT 05402  
(802) 864-9891  
E-mail: praymond@sheeheyvt.com

DATED: December 5, 2024

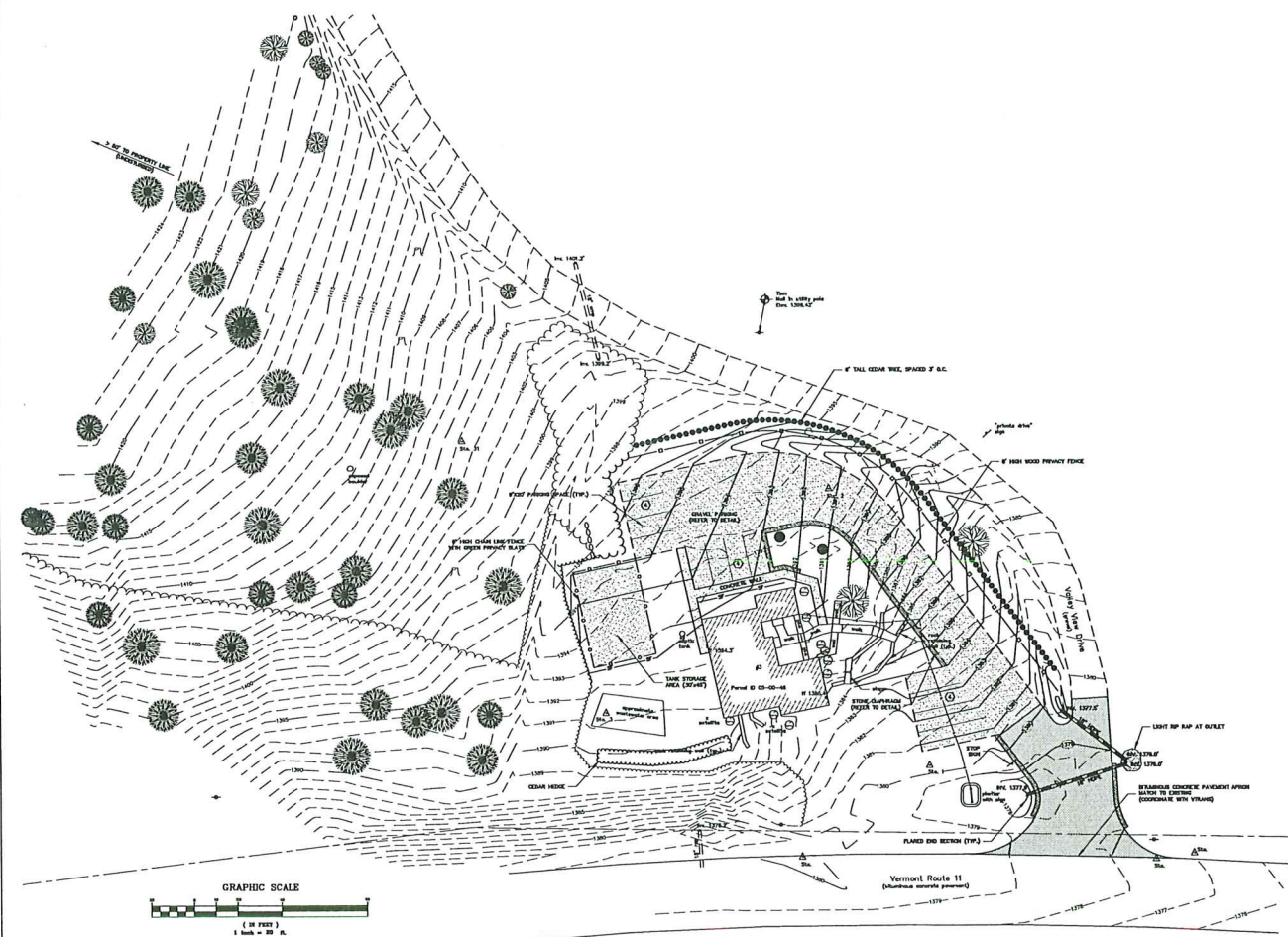
*John Tolbert*  
John Tolbert

DATED: December 11, 2024

*Alexis Sandler*  
Alexis Sandler  
*Interested party*

SO ORDERED, ADJUDGED and DECREED:

HON. THOMAS G. WALSH, PRESIDING JUDGE  
Superior Court, Environmental Division

[illegible]

Report ID	Deputy	Entity	Start	End	Total Hours
#34036	David Gaillardetz	Londonderry	01/30/2025 09:00	01/30/2025 13:30	4.5

Roads Patrolled: Rte 11, Rte 100 S, Rte 100 N, Hells Peak Rd, Middletown Rd, Thompsonburg Rd, Main St S Londonderry, Magic Mtn Access Rd.

Actions: Patrolled and Monitored above roads

Case Numbers & Brief Description:

25WHC000426-Assist Citizen

25WHC000412-Assist Agency

Weather: Cold

#34002	David Gaillardetz	Londonderry	01/22/2025 15:15	01/22/2025 17:30	2.25
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Roads Patrolled: Thompsonburg Rd, Middletown Rd, Magic Mountain Access Rd, Rte 11, Rte 100 N, Rte 100 S, Pikes Falls Rd,

Actions: Patrolled and Montitored above roads for motor vehicle violations

Case Numbers & Brief Description:

25WHC000386-Accident Property Damage

25WHC000390-Accident Property Damage

Weather: Cold

#33984	Ian Gallup	Londonderry	01/22/2025 09:00	01/22/2025 11:00	2
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Roads Patrolled:

Rte 11, Rte 121, Rte 100 N and S, Middletown Rd, Thompsonburg Rd, Hells Peak Rd, Mansfield Rd, Old Stowell Hill Rd, Landgrove Rd, Howard Hill, Magic Mountain, Goodaleville Rd, both parks.

Actions: Patrol assist in locating abandoned vehicle at the market

Case Numbers & Brief Description:

25-383 MV Complaint

Weather: Extreme cold, clear

#33983	Ian Gallup	Londonderry	01/21/2025 09:30	01/21/2025 17:30	8
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Roads Patrolled:

Rte 11, Rte 121, Rte 100 N and S, Middletown Rd, Thompsonburg Rd, Brophy Rd, School, Hells Peak Rd, Mansfield Rd, Old Stowell Hill Rd, Landgrove Rd, Howard Hill, Magic Mountain, Spring Hill, Goodaleville Rd, both parks.

Actions: Patrol assist vehicle broken down in the Rte 100/Rte 11 intersection

Case Numbers & Brief Description:

25-209 Accident follow up and started report

25-371 Directed Patrol Pingree

25-372 Directed Patrol Memorial

25-373 Motor Vehicle assist (long time) long wrecker and taxi time)

Weather: Extreme cold, cloudy

#33979	Ian Gallup	Londonderry	01/20/2025 09:00	01/20/2025 13:00	4
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Roads Patrolled:

Rte 11, Rte 121, Rte 100 N and S, Middletown Rd, Thompsonburg Rd, Brophy Rd, School, Hells Peak Rd, Mansfield Rd, Old Stowell Hill Rd, Cody Rd, Landgrove Rd, Howard Hill, Magic Mountain, Winhall Hollow Rd, Spring Hill, Goodaleville Rd, both parks.

Tickets issued: 2 Warnings issued: 8 Fine total: \$ 308 Arrests: 1

# of entries

11

Totals

Report ID	Deputy	Entity	Start	End	Total Hours
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Actions: Patrol

Case Numbers & Brief Description:

25-361 Directed Patrol Pingree

25-362 Directed Patrol Memorial

Weather: Extreme cold, end of snow storm

#33944	Robert Lakin	Londonderry	01/17/2025 08:00	01/17/2025 09:00	1
Roads Patrolled: Rte 11, Magic Mnt Access Road Breezy Lane					

Actions:

Received a tip of the location of a subject with active Vermont arrest warrant on Magic Mnt. Located and arrested.

Case Numbers & Brief Description:

Weather: cold

#33917	David Gaillardetz	Londonderry	01/15/2025 12:00	01/15/2025 16:30	4.5
Roads Patrolled: Rte 100 S, Rte 100 N, Rte 11, Hells Peak Rd, Middletown Rd, Main St, Thompsonburg Rd, Magic Mountain Access Rd,					

Actions: Patrolled and Monitored above roads for motor vehicle violations

Case Numbers & Brief Description:

Weather: Cold/Windy

#33898	Ian Gallup	Londonderry	01/10/2025 08:30	01/10/2025 14:00	5.5
Roads Patrolled: Rte 11, Rte 100, Thompsonburg Rd, Winhall Brook, Pingree park, Memorial Park, Hells Peak Rd, Rte 121, Little Pond Rd, Mansfield Rd, Howard Hill,					

Actions: Patrol, property checks of the town assets, MVA

Case Numbers & Brief Description:

25-199 Directed Patrol Mem park

25-200 Directed Patrol Pingree

25-209 Motor Vehicle accident

Weather: Cold and clear

#33903	David Gaillardetz	Londonderry	01/09/2025 12:00	01/09/2025 17:00	5
Roads Patrolled: Rte 11, Rte 100 S, Rte 100 N, Magic Mountain Access Rd, Thompsonburg Rd, Middletown Rd, Main St, Hells Peak Rd,					

Actions: Patrolled and Monitored above roads for motor vehicle violations

Case Numbers & Brief Description:

25WHC000178-Assist Agency EMS

Weather: Cold

Tickets issued: 2 Warnings issued: 8 Fine total: \$ 308 Arrests: 1

# of entries

11

Totals

45.75 hrs

#33897	Ian Gallup	Londonderry	01/09/2025 08:30	01/09/2025 13:00	4.5
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Roads Patrolled: Rte 11, Rte 100, Thompsonburg Rd, Winhall Brook, Pingree park, Memorial Park, Hells Peak Rd, Rte 121, Little Pond Rd, Mansfield Rd, Howard Hill,

Actions: Patrol, property checks of the town assets

Case Numbers & Brief Description:  
25-177 Directed Patrol Mem Park  
25-175 Directed patrol Pingree  
25-173 Motor Vehicle Compl.

Weather: Cold and clear

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#33852	David Gaillardetz	Londonderry	01/02/2025 12:30	01/02/2025 17:00	4.5
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Roads Patrolled: Rte 30, Rte 100 N, Rte 100 S, Middletown Rd, Thompsonburg Rd, Magic Mountain Access Rd, Hells Peak Rd,

Actions: Patrolled and Monitored above roads for motor vehicle violations.

Case Numbers & Brief Description:  
25WHC00028-Assist Motorist

Weather: Cold/Windy