

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, June 02, 2025 – 6:00 PM

100 Old School Street, 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. Minutes Approval – Meeting(s) of 05/19/2025
4. Selectboard Pay Orders
5. Announcements/Correspondence
6. Visitors and Concerned Citizens
7. Town Officials Business
 - a. Parks Director
 - i. Discuss Aiken Corner Mowing
 - b. Discuss Village Wastewater Fee Schedule
 - c. Housing Commission Re-appointments –Pamela Spaulding, Mimi Lines
 - d. Conservation Commission re-appointment (Steve S)
 - e. Town Administrator
 - i. Discuss Public Records Request Policy
8. Transfer Station/Solid Waste Management
 - a. Updates
9. Roads and Bridges
 - a. Updates
 - b. Review bids and award contract for Winhall Station Rd Culvert project
 - c. Consider Road Crew Hire
 - d. Approve Deming Highway Access Permit 2025-03
10. Old Business
 - a. Ratify 05/19/2025 decision to approve Town Hall Renovation Change Orders
11. New Business
 - a. Discuss Committee meeting locations
 - b. Approve 2nd Class Liquor License for Derry Downtown, Limited (Garden Market)
12. Adjourn

Posted and distributed on May 30, 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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Selectboard Meeting 06/02/2025

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12. Adjourn	

**FYI Documents begin on Page 61*

**Town of Londonderry, Vermont
Selectboard**

Meeting Minutes
Monday, May 19, 2025 6 PM
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: Aileen Tulloch, Town Administrator; Allison Marino, Town Clerk; Sally Hespe, Selectboard Meeting Note Taker; Gary Hedman, Chair, Village Wastewater Committee; Corey Mack, Village Wastewater Committee; and Chad Stoddard, Parks Board.

Others in Attendance: Matt Bachler, Windham Regional Commission; Paul Hendler; Bob Maisey; and GNAT camera operator Bruce Frauman.

1. Call Meeting to Order

Chair Tom Cavanagh called the meeting to order at 6:02 p.m.

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

Taylor Prouty moved to enter Executive Session under 1 V.S.A. 313(a)(3): The appointment or employment or evaluation of a public officer or employee, and invite Josh Dryden, Aileen Tulloch, and Andrew Phinney to attend, seconded by Jim Fleming. The motion passed unanimously.

Executive Session entered at 6:05 p.m. and ended at 6:37 p.m.

3. Additions or Deletions to the Agenda

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

Martha Dale moved to add agenda item 11.b Town Office Renovations change order, seconded by James Ameden. The motion passed unanimously.

4. Minutes Approval – Meeting(s) of 05/05/2025

James Ameden moved to approve the minutes of the Selectboard meeting of May 5, 2025, seconded by Martha Dale. The motion passed unanimously.

5. Selectboard Pay Orders

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

6. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

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- Town office renovations finishing up. Some exterior painting needs to be done and parking lot paved. The electrical service will be connected on Thursday, with office closed that day.
- The Website Committed picked template for new design.
- Culvert bids are due.
- Application for state funds to replace the Windy Rise culvert has been approved for a total of \$200,000. This project was originally number 8 on list, but not enough other towns applied so the Town's application was accepted.

Additional Announcements:

- Tom Cavanagh asked town to be patient with staff over the next few months as they transition to new office space.
- Bruce Frauman announcement GNAT will be getting new equipment to record Selectboard meetings.
- Town offices will be closed a few days when paving is scheduled.

The following correspondence was reported by Tulloch:

- Chester snowmobile club thank you letter and invitation to BBQ on Saturday, May 31 at the Chester Recreation Park.
- Esther Fishman sent Hazardous Waste Collection Day (6/7 and 11/4/2025) flyer.
- Vermont Declaration of Inclusion Initiative's May 13, 2025 Press Release indicated that the 2nd week in May is Inclusion Week in Vermont.
- Town office final work schedule in meeting packet. An email concerning the STR Ordinance from Mike Long

7. Visitors and Concerned Citizens

None.

8. Town Officials Business

a. Village Wastewater Committee

i. Approve Village Wastewater Ordinance

Matt Bachler, Windham Regional Commission indicated that one small final correction was made to the Village Wastewater Ordinance. Section 16 (Pre-Treatment and Flow Equalization) Item 3@ (Interceptors may be required) was amended to read "interceptors shall be provided when, in the option of the Board *or as required by State regulations.*"

Bachler concluded that the ordinance has been thoroughly reviewed and is ready for Selectboard approval. The next step is to begin conversations with residents, which will include providing and discussing the ordinance.

Martha Dale moved to adopt the Wastewater Ordinance as presented, such ordinance to take effect after 60 days unless a petition is filed as provided for under 24 V.S.A. § 1973(b), seconded by Tom Cavanagh. The motion passed unanimously.

ii. Discuss Wastewater fee schedule

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Gary Hedman, Chair of the Village Wastewater Committee, reported that the working group held a special meeting to discuss the fee structure and made a motion to recommend to the Selectboard the following:

To support the construction of the village wastewater system, the village wastewater committee recommends that the municipal debt service obligation be included in the local property tax calculation. As grand list expenditures are not tied to or bound by the direct benefit to each contributing member of the grand list, inclusion of the debt service obligation is consistent with other municipal costs that prioritize mutual benefit and the greater good. Based on estimates conducted by the Rural Community Assistance Partnership (RCAP) the annual cost of debt service associated with the village wastewater project would be approximately \$16 (based on a property value of \$250,000).

Corey Mack, Village Wastewater Committee, stated that this project is beneficial to the entire municipality; the social contract of living in Town is contributing to town-wide improvements. The Committee submitted a memo (in the meeting packet) presenting arguments in favor of 100% Grand List support of the capital construction cost debt service. The project will be beneficial to residents who connect now. Even if they have a functioning septic system, they might not be able to install a new system at a later date due to Vermont's septic and drinking water regulations.

Tom Cavanagh expressed concerns about increasing fees to tax payors. Prior Selectboard members had indicated that residents would not need to pay for the system.

There was some confusion about the 3 fee structures submitted by RCAP which detail projected user fees as a function of Grand List support. Martha Dale added that a recent EPA ruling issued fee recommendations based on income. The Selectboard decided it needs additional clarification and details on cost to town and individual users for the bond portion of the project. The Village Wastewater Committee will bring revised fee structure suggestions to next meeting. Outreach to residents and connection applications cannot be distributed until fee structure approved.

Taylor Prouty stated as a potential system connector, he will abstain from any votes on fee structure but would like to be part of the continuing conversation.

Chad Stoddard asked what could be done about past, present, and future Board members speaking before they know what is really going on. Promises are made and then recanted. He hopes Board and other Committees think about this.

b. Town Clerk

i. Approve Social Services Appropriation Policy

Allison Marino reported to Selectboard last month that she had reworked the policy. The draft was sent out to all organizations who requested appropriations over the last 3 years; only 2 replied with questions.

Martha Dale moved to approve the Social Service Appropriation Policy as presented, seconded by Jim Fleming. The motion passed unanimously.

c. Parks Board re-appointments (Steve Bergleitner)

Taylor Prouty moved to appoint Steve Bergleitner to the Parks Board for terms of three years, ending on 04/30/2028, seconded by James Ameden. The motion passed unanimously.

d. Conservation commission re-appointments (Gary Hedman and Steve Swinburne)

Aileen Tulloch will reach back out to Steve; he didn't respond to request for re-appointment.

Jim Fleming moved to appoint Gary Hedman to the Conservation Commission for term of four years, ending on 05/31/2029, seconded by James Ameden. The motion passed unanimously.

9. Transfer Station/Solid Waste Management

a. Updates

- Met with electric engineer to review what needs to be done at transfer station.
- Saturday, June 7, is first Household Hazardous Waste Day.
- Transfer station is now open on Sundays 12 – 4.

10. Roads and Bridges

a. Updates

- Summer work is beginning.
- RFP for salt shed repair going out. Work will be pushed to July 1 or later for next fiscal year.
- There was grant money available for edge line striping last year, it is still available. An RFP went out last fall but didn't receive any bids. Tulloch will review the RFP from last year and try again.

11. Old Business

a. Discuss change of venue for Selectboard meetings

Selectboard ready to move meetings back to Town Offices. Parking lot and Old School Street repair will necessitate office closing, but there will be advance notice.

Jim Fleming moved to hold regular meetings of the Selectboard on the first and third Mondays of the month at 6:00 PM at the Town Office at 100 Old School Street in South Londonderry, beginning at our next regularly scheduled meeting of June 2, 2025 or at the discretion of the Selectboard Chair and as permitted by applicable law, meetings may be held without a physical presence using publicly available remote meeting software, seconded by James Ameden. The motion passed unanimously.

b. Town Hall Renovation Project – Consider Change orders

Martha Dale moved to authorize change orders for the Town Office Renovation

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Project as follows: 1) to Replace parking lot sub base at a cost of \$16,675, and 2) to authorize the Town Administrator to execute any documents necessary to implement these change orders, seconded by James Ameden. The motion passed unanimously.

12. New Business

a. Naming the new Selectboard Meeting Rooms

It was proposed to name the new Selectboard Meeting Room the “John Morse Room.” John Morse was a teacher in the building when it served as the school, and the room was his classroom. Morris taught for many years on site and then became a custodian. He had an impact on the community for many years.

Taylor Prouty moved to name the new Selectboard Meeting Room after John Morse, seconded by James Ameden. The motion passed unanimously.

b. Discuss Stormwater Master Plan

Selectboard discussed the Stormwater Master Plan prepared by Fitzgerald Environmental Associates under contract to the Vermont Department of Environmental Conservation (in meeting packet). The projects selected for conceptual design are: 1) VT Route 100 behind bank; 2) VT Route 100, Transfer Station; 3) Old Town Garage Rd., parking area; 4) Pingree Park Road, behind ballfield, and 5) VT Route 11, gravel parking lot.

It was agreed there is no downside to proceeding as State will assist with grant seeking. Aileen Tulloch will reach out to the state.

Tom Cavanagh moved to allow the Town Administrator to proceed with grant process for Stormwater Master Plan, seconded by Martha Dale. The motion passed unanimously.

c. Approve Barr Highway Access Permit

Taylor Prouty noted that this is permit is for temporary highway access. Proposed future use of the shed will need to approved by Zoning Board. Prouty expressed concern that parking and mailbox access could become an issue if the site becomes a popular place of business.

James Ameden moved to approve access permit application No. 2025-01, submitted by Capucine & Sabrina Barr for a new highway access to their parcel located on the East 318 Old Sawmill Rd, and authorize the Chair to sign the permit on behalf of the Board, seconded with Jim Fleming. The motion passed unanimously.

d. Approve 1st and 3rd Class Liquor License for Upper Tamarack, Inc (Upper Pass Lodge)

James Ameden moved to approve a 1st and 3rd Class Liquor License for Upper Tamarack Inc related to property located at 420 Magic Mountain Access Road, seconded by Martha Dale. The motion passed unanimously.

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- e. **Approve 1st and 3rd Class Liquor Licenses and Outdoor Consumption Permit for Smith Foodservice Hospitality & Entertainment, LLC (Revival Kitchen)**

Jim Fleming moved to approve a 1st and 3rd Class Liquor License and an Outdoor Consumption Permit for Smith Foodservice Hospitality & Entertainment, LLC related to property located at 3928 Vermont Route 11., seconded by James Ameden. The motion passed unanimously.

12. Adjourn

Jim Fleming moved to adjourn the meeting, seconded by James Ameden. The motion passed unanimously.

The meeting adjourned at 7:50 PM.

Respectfully Submitted,

Sally Hespe, Town Minute Taker

Approved

LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

Wastewater System Fees

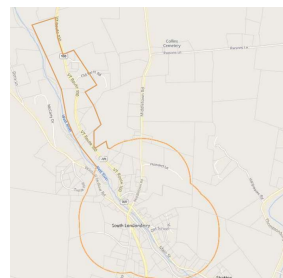
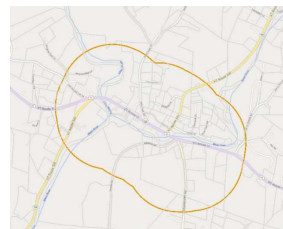
Presentation to Londonderry Selectboard
June 2, 2025

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Wastewater System Information

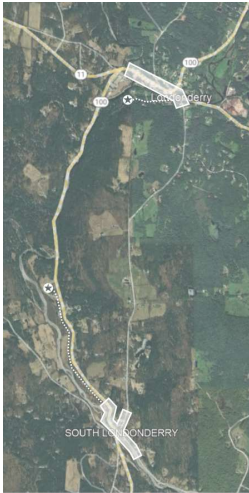
- Decentralized soils-based system
- Each property has septic tank with pump
- Septic tanks stores solids, pumped as needed
- Pumps pressurize the liquid effluent into force main
- Force main flows to community drain field
- North Village capacity: 6,480 gal / day
- South Village capacity: 6,480 gal / day



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Wastewater System Information



- Capacity for 53 Equivalent Residential Units (ERUs)
- Costs:
 - **Engineering / Admin Cost:** Fully grant covered, no match
 - **Construction Cost:** \$6.65 Million, requires match
 - Town Meeting Vote for Bond in 2023 for \$797,700 to cover local match
 - Annual debt service of \$26,590 (30 year loan, 0% interest)
 - Paid by grand list (shared by the whole town) or user fee
 - **Annual Operations & Maintenance Cost:** \$36,800 + \$10,700 reserve per year
 - To be paid by user fee

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Operations & Maintenance (O&M)

- Estimated annual cost (2026) = \$36,800
- Reserve fund contribution = \$10,700
- Total annual O&M = \$47,500
- Monthly O&M fee to user: $\$47,500 / 53 \text{ ERUs} / 12 \text{ months} = \74.69
- **O&M paid entirely by user**
- **O&M to adjust annually to cover costs**

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Debt Service

- Total bond: \$797,700
- Assumed 30 year term, 0% interest: $\$797,700 / 30 = \$26,590$
- Two options:

Debt service paid by users:

- $\$26,590 / 53 \text{ ERUs} / 12 \text{ months}$
- $\$41.81 / \text{month} / \text{user}$

Debt service paid by grand list:

- 2023 grand list = \$421,880,370
- $\$26,590 / \$421,880,370 = \$0.0063 / \100 or $\sim \$16 / \$250k$
- $\$1.33 / \text{month} / \text{town property}$

5

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*Monthly costs illustrated based on assumed
\$250k value of property

Total Monthly Fee Structure

- Two fee structure options:

	Debt Service Paid by User Fee		Debt Service Paid by Grand List	
	System Connected Property	Average Town Property (Not Connected)	System Connected Property	Average Town Property (Not Connected)
Operations & Maintenance User Cost	\$74.69	\$0.00	\$74.69	\$0.00
Bond Vote Debt Service User Fee	\$41.81	\$0.00	\$0.00	\$0.00
Bond Vote Debt Service Grand List (monthly)	\$0.00	\$0.00	\$1.33	\$1.33
Total Montly Cost of the Wastewater System	\$116.50	\$0.00	\$76.02	\$1.33

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Total Fee Structure

*Monthly costs illustrated based on assumed
\$250k value of property

- Two fee structure options:

	Debt Service Paid by User Fee		Debt Service Paid by Grand List	
	System Connected Property	Average Town Property (Not Connected)	System Connected Property	Average Town Property (Not Connected)
Operations & Maintenance User Cost	\$74.69	\$0.00	\$74.69	\$0.00
Bond Vote Debt Service User Fee	\$41.81	\$0.00	\$0.00	\$0.00
Bond Vote Debt Service Grand List (monthly)	\$0.00	\$0.00	\$1.33	\$1.33
Total Montly Cost of the Wastewater System	\$116.50	\$0.00	\$76.02	\$1.33

\$116.50 / month for users

\$0 / month for all other town properties

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Total Fee Structure

*Monthly costs illustrated based on assumed
\$250k value of property

- Two fee structure options:

	Debt Service Paid by User Fee		Debt Service Paid by Grand List	
	System Connected Property	Average Town Property (Not Connected)	System Connected Property	Average Town Property (Not Connected)
Operations & Maintenance User Cost	\$74.69	\$0.00	\$74.69	\$0.00
Bond Vote Debt Service User Fee	\$41.81	\$0.00	\$0.00	\$0.00
Bond Vote Debt Service Grand List (monthly)	\$0.00	\$0.00	\$1.33	\$1.33
Total Montly Cost of the Wastewater System	\$116.50	\$0.00	\$76.02	\$1.33

\$76.02 / month for users
(combined monthly O&M plus annual property tax bill)

\$1.33 / month for all other town properties
(by way of annual property tax bill)⁸

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Considerations

- The Town is obligated to cover the outstanding balance on the annual O&M
- Unless the system is 100% subscribed upon completion, the town will need to pay for the difference

9

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Considerations

- The Town is obligated to cover the outstanding balance on the annual O&M
- Unless the system is 100% subscribed upon completion, the town will need to pay for the difference

Annual Debt Service Contribution per User			\$0.00		Monthly User Cost	\$74.69
Subscription Rate	Generated User O&M Fee	Outstanding O&M	Generated User Debt Service	Outstanding Debt Service	Total Outstanding Town Commitment	Grand List Town Obligation per \$250k assessed value
0%	\$0	\$47,500	\$0	\$26,590	\$74,090	\$44
20%	\$9,500	\$38,000	\$0	\$26,590	\$64,590	\$38
40%	\$19,000	\$28,500	\$0	\$26,590	\$55,090	\$33
60%	\$28,500	\$19,000	\$0	\$26,590	\$45,590	\$27
80%	\$38,000	\$9,500	\$0	\$26,590	\$36,090	\$21
100%	\$47,500	\$0	\$0	\$26,590	\$26,590	\$16

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Considerations

- The Town is obligated to cover the outstanding balance on the annual O&M
- Unless the system is 100% subscribed upon completion, the town will need to pay for the difference

Annual Debt Service Contribution per User				Monthly User Cost		
\$0.00				\$74.69		
Subscription Rate	Generated User O&M Fee	Outstanding O&M	Generated User Debt Service	Outstanding Debt Service	Total Outstanding Town Commitment	Grand List Town Obligation per \$250k assessed value
0%	\$0	\$47,500	\$0	\$26,590	\$74,090	\$44
20%	\$9,500	\$38,000	\$0	\$26,590	\$64,590	\$38
40%	\$19,000	\$28,500	\$0	\$26,590	\$55,090	\$33
60%	\$28,500	\$19,000	\$0	\$26,590	\$45,590	\$27
80%	\$38,000	\$9,500	\$0	\$26,590	\$36,090	\$21
100%	\$47,500	\$0	\$0	\$26,590	\$26,590	\$16

\$16 / year (\$1.33 / month) for each property townwide
assumes 100% subscription to wastewater

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Considerations

- The Town is obligated to cover the outstanding balance on the annual O&M
- Unless the system is 100% subscribed upon completion, the town will need to pay for the difference

Annual Debt Service Contribution per User				Monthly User Cost		
\$0.00				\$74.69		
Subscription Rate	Generated User O&M Fee	Outstanding O&M	Generated User Debt Service	Outstanding Debt Service	Total Outstanding Town Commitment	Grand List Town Obligation per \$250k assessed value
0%	\$0	\$47,500	\$0	\$26,590	\$74,090	\$44
20%	\$9,500	\$38,000	\$0	\$26,590	\$64,590	\$38
40%	\$19,000	\$28,500	\$0	\$26,590	\$55,090	\$33
60%	\$28,500	\$19,000	\$0	\$26,590	\$45,590	\$27
80%	\$38,000	\$9,500	\$0	\$26,590	\$36,090	\$21
100%	\$47,500	\$0	\$0	\$26,590	\$26,590	\$16

If the system is only 80% subscribed, the town will need to tax roughly \$21 per property to cover unsubscribed O&M

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Considerations

- If the debt service is applied to users only and users balk at the monthly cost, the town may have to pay an even greater share
 - By trying to limit the tax burden on non-users, the Town may need to tax more

Annual Debt Service Contribution per User			\$501.70		Monthly User Cost	\$116.50
Subscription Rate	Generated User O&M Fee	Outstanding O&M	Generated User Debt Service	Outstanding Debt Service	Total Outstanding Town Commitment	Grand List Town Obligation per \$250k assessed value
0%	\$0	\$47,500	\$0	\$26,590	\$74,090	\$44
20%	\$9,500	\$38,000	\$5,318	\$21,272	\$59,272	\$35
40%	\$19,000	\$28,500	\$10,636	\$15,954	\$44,454	\$26
60%	\$28,500	\$19,000	\$15,954	\$10,636	\$29,636	\$18
80%	\$38,000	\$9,500	\$21,272	\$5,318	\$14,818	\$9
100%	\$47,500	\$0	\$26,590	\$0	\$0	\$0

If the system is less subscribed due to higher monthly fees (40% subscribed highlighted), the town will need to tax roughly \$26 per property to cover unsubscribed O&M and debt

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Considerations

- The EPA **recommends** a wastewater fee of 1.5% of Median Household Income (MHI)

	Median Household Income (2018-2022 American Community Survey)	EPA Recommended Fee (1.5% of MHI)	EPA Fee Affordability Maximum Limit (2% of MHI)
Town of Londonderry	\$74,444	\$93.06	\$124.07
South Londonderry Village (Census Designated Place)	\$59,911	\$74.89	\$99.85
North Londonderry Village (Census Designated Place)	\$29,250	\$36.56	\$48.75

Monthly Wastewater Bill w/ Grand List Support	\$74.69
Monthly Wastewater Bill w/o Grand List Support	\$116.50

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Wastewater Committee Recommendation

- O&M to be paid entirely by user
- Debt service to be shared by entire town (~\$16 / year per \$250k property)
 - No other Town owned infrastructure is paid for only by users (parks, roads, etc.)
 - We all have a shared interest in vibrant village centers
 - The system directly improves surface water quality
 - Without investment, the grand list value may decline if properties become unusable without septic access
 - Consistent with 2024 Town Meeting bond vote (passed 2:1)
- O&M fees and grand list impact is not precise until subscription known, project is bid, and construction is completed
- Selectboard can revisit the decision with more information

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To: Londonderry Selectboard
From: Matt Bachler, WRC Senior Planner
Date: May 30, 2025
RE: Londonderry Wastewater System Budget and Fees

Background

The purpose of this memo is to provide the Londonderry Selectboard with background information regarding the estimated construction and operations costs for the proposed wastewater system to help with making decisions on fees for users that will connect to the system. Members of the Village Wastewater Committee, the project engineer from Dufresne Group, and WRC staff will attend the Selectboard meeting on June 2nd to present this information and respond to any questions.

Discussion

In January 2024, the Town completed a Preliminary Engineering Report (PER) on the construction of community wastewater systems for the villages of North Londonderry and South Londonderry. The PER estimated the cost for the North Londonderry system would be \$3,385,000 and for the South Londonderry system \$4,525,000, for a total of \$7,910,000. These cost estimates included engineering, legal, administration, and construction expenses. The Dufresne Group is now completing final design plans for the project and the cost estimates for construction are being further refined. Final construction costs will be known once the project is bid, which is expected to be in the fall of 2025.

A significant portion of the project costs will be paid for through federal grant funding. In February 2024, the Town was awarded Coronavirus State and Local Fiscal Recovery Fund (ARPA) grants from the State to complete the engineering and construction of both systems. The North Londonderry system received \$4,050,500 in grant funds and the South Village system received \$4,143,300 for a total of \$8,193,800 of federal funding for the project.

The project has also received a commitment of local funding. In March 2024, town voters approved two bonds for construction costs. The approved bonds were \$282,000 for the North Londonderry system and \$515,700 for the South Londonderry system. The Town will apply for a loan through the Clean Water State Revolving Loan Fund (CWSRLF) for up to the approved bond amounts (\$797,700). The expectation is the loan will be issued for a 30 year period with 0% interest. The total annual debt service is estimated to be \$26,590 assuming the full loan amount is needed. The Town will know the required loan amount after construction bids are received in the fall of 2025.

The wastewater system will be constructed during the spring and summer of 2026 and is expected to begin operating in the fall of 2026. Following completion, there will be ongoing costs for operating and maintaining the system. The Village Wastewater Committee has been working with RCAP Solutions to come up with an estimated operating budget. RCAP Solutions assists small wastewater utilities in rural communities in New England to build financial and operational capacity. For the first year, RCAP estimates operating the system will cost \$36,800, exclusive of debt service. It is recommended that the Town also set aside funds in reserve for future capital costs and emergency situations. The user fee would be set at an amount so the Town can collect sufficient funds for reserves. In this way, system users are paying for future maintenance needs in addition to the annual operation costs.

The table below shows the estimated user fee based on operation costs, reserve fund contribution, and anticipate number of users at full capacity. Properties that are not connected to the system would not pay for operation and maintenance expenses. All connected residential units will be assigned a standard wastewater flow of 245 gallons per day based on State standards. This is referred to as the Equivalent Residential Unit (ERU). The user fees shown in the table are for one ERU. A residential building with multiple dwelling units would be charged the standard user fee for each separate unit. Commercial uses may have higher or lower wastewater flows based on State design flow numbers and they would be charged proportionally to this standard 245 gallon per day amount. For example, a restaurant with a daily wastewater flow of 735 gallons would be charged a fee equivalent to three ERUs.

Estimated Operating & Maintenance Expenses and User Fees (Year 1)	
Operating Expenses	\$36,800
Recommended Reserve Fund Contribution	\$10,700
Total User Fees for Operations and Maintenance	\$47,500
# of Equivalent Residential Units (ERU) in North and South Villages	53
Annual User Fee per ERU	\$896
Monthly User Fee per ERU	\$74.69

The main focus for discussion is how the Town would like to pay for the annual debt service, estimated to be \$26,590 per year. Option 1 is to pay for the debt service town-wide through property taxes similar to other bonds for infrastructure, facilities, or equipment. Under this scenario, property owners connected to the system and those not connected to the system would all be paying a portion of the debt based on their assessed property value. By dividing the debt service amount by the 2023 Grand List value (\$421,880,370) the property tax impact would be \$0.0063 per \$100 of assessed property value. For a property valued at \$250,000, this would be roughly \$16 per year.

Option 2 is to have the properties connected to the system pay for 100% of the debt service. Instead of being assessed through their property taxes, properties would have an additional debt service charge that would be included on their sewer bill. Under this option, the debt service charge would be a function of a property's wastewater flow with each ERU having the same charge regardless of the property value. The tables below provides a breakdown of these two options:

	System Connected Residential Unit (245 gal/day, assumed \$250,000 assessed value)		Average Town Residential Unit Not Connected (0 gal/day, assumed \$250,000 assessed value)	
	100% Grand List Support	0% Grand List Support	100% Grand List Support	0% Grand List Support
Monthly Operations and Maintenance User Fee	\$74.69	\$74.69	\$0	\$0
Monthly Bond Vote Debt Service User Fee	\$0	\$41.81	\$0	\$0
Bond Vote Debt Service Grand List (Monthly)	\$1.33	\$0	\$1.33	\$0
Total Monthly Cost of the Wastewater System	\$76.02	\$116.50	\$1.33	\$0

It is in the Town's interest to have as many properties as possible connect to the wastewater system since the Town would need to pay for any remaining expenses that are not covered through user fees. Some property owners may decide not to connect to the system if monthly fees get to a certain level. For example, if the subscription rate was 60% of capacity the Town would collect approximately \$28,494 in user fees leaving an outstanding balance of \$19,006 the Town would be responsible for. Similarly, if the debt service is assigned to users, a 60% subscription rate would still leave an outstanding debt service amount of \$10,635 that would need to be paid by the Town. The table below illustrates the operations and debt service fees that would be generated with different rates of subscription, the outstanding expenses, and impact on the Grand List per \$250,000 of assessed value. This assumes that the system users would be responsible for paying the entirety of the debt service.

Subscription Rate	Generated User O&M Fee	Outstanding O&M	Generated User Debt Service	Outstanding Debt Service	Total Outstanding Town Commitment	Grand List Town Obligation per \$250k assessed value
20%	\$9,498.02	\$38,001.98	\$5,318.23	\$21,271.77	\$59,273.74	\$35.12
40%	\$18,996.05	\$28,503.95	\$10,636.46	\$15,953.54	\$44,457.49	\$26.34
60%	\$28,494.07	\$19,005.93	\$15,954.70	\$10,635.30	\$29,641.23	\$17.56
80%	\$37,992.10	\$9,507.90	\$21,272.93	\$5,317.07	\$14,824.98	\$8.79
100%	\$47,500.00	\$0	\$26,590.00	\$0	\$0	\$0

It should be noted the numbers provided in this memo will change as the Town completes the final engineering for the project and construction bids are received. At that point the Town will know the actual construction costs and the amount it needs to bond for within the maximum amount approved by Voters. Operations and maintenance costs will also change over time. The Selectboard will need to review the fee schedule on a regular basis to make sure the amount being collected from users is covering operational expenses and putting enough in reserve for future needs. The Town could also decide to make changes to how the debt service is paid for in the future between the Grand List and user fees.

Town of Londonderry, Vermont
Application for Appointment to Town Boards, Commissions, Committees and Officer Positions
Complete this form if you are interested in being appointed to a public body or Town Officer position.

Nominee Contact Information

Name: Pamela J. Spaulding Date: 05/27/2025
Street Address: 239 Rowley Lane South Londonderry, VT 05155
Mailing Address (if different): P.O. Box 126 South Londonderry VT 05155-0126
Preferred Phone: 802 824 5900 Alternate Phone: _____
Email address: icurn7854@gmail.com

Indicate board/commission/committee or officer position in which you are interested in being appointed:

Housing Commission

Please indicate your appointment status (Mark with an X)

- ☒ **Incumbent appointee.** You may leave the information requests below blank.
☐ **Not presently an appointee.** Please complete the following:

1. Please list any prior experience serving on any public boards, commissions, committees or public offices (and approximate dates):

Currently ~~Housing~~ Planning Commission's representative, as a
voting member, to Housing Commission Planning Commission's
appointment expires 03/28.

2. Please list any other experience that may be pertinent to the board, commission, committee or office on which you are requesting to serve.

3. Please provide a brief statement describing your interest in serving the Town of Londonderry.

4. Please list any professional qualifications (if applicable).

Attach any additional information to this application and return to the Town Administrator at 100 Old School Street, South Londonderry, VT 05155 or townadmin@londonderryvt.org.

Re: Londonderry Housing Commission Terms

From Paul Abraham <abraham270@gmail.com>

Date Tue 5/27/2025 5:19 PM

To Aileen Tulloch <townadmin@londonderryvt.org>

Hi Aileen,
I've made the decision to step down from the Housing Commission, and I've let Patty know.
Paul

On May 27, 2025, at 10:58 AM, Aileen Tulloch <townadmin@londonderryvt.org> wrote:

Good morning!

Please see below. If you are interested in re-upping on the Housing Commission, could you please let me know and fill out the attached form? Then I can put you on the agenda for the Selectboard's next meeting on 06/02/25.

Thanks!

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

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

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Friday, May 23, 2025 11:38 AM

To: Paul Abraham <abraham270@gmail.com>; Mary Adams Lines <maryadamslines@gmail.com>; Pamela Spaulding <p.spaulding@londonderryvt.org>

Subject: Londonderry Housing Commission Terms

Hello all,

Your terms on the LHC expire on 06/30/2025. Do you want to re-up for another 3 year term? If so, could you please fill out the attached form and return it to me prior to the next SB meeting (06/02) so I can put your re-appointment on their agenda?

Thank you!

Aileen Tulloch
Town Administrator

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

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

<Application for Town Committees 2021-04-22.pdf>

Town of Londonderry, Vermont

Application for Appointment to Town Boards, Commissions, Committees and Officer Positions

Complete this form if you are interested in being appointed to a public body or Town Officer position.

Nominee Contact Information

Name: Stephen Swinburne Date: 5/27/25
Street Address: 443 Main St. Londonderry, VT 05155
Mailing Address (if different): P.O. Box 2005 Solo, VT 05155
Preferred Phone: 802 375 4080 Alternate Phone: _____
Email address: Stephen.Swinburne@gmail.com

Indicate board/commission/committee or officer position in which you are interested in being appointed:

Please indicate your appointment status (Mark with an X)

- ☒ **Incumbent appointee.** You may leave the information requests below blank.
☐ **Not presently an appointee.** Please complete the following:

1. Please list any prior experience serving on any public boards, commissions, committees or public offices (and approximate dates):

LCC
Solo Library Board

2. Please list any other experience that may be pertinent to the board, commission, committee or office on which you are requesting to serve.

Naturalist
National Park Service ranger

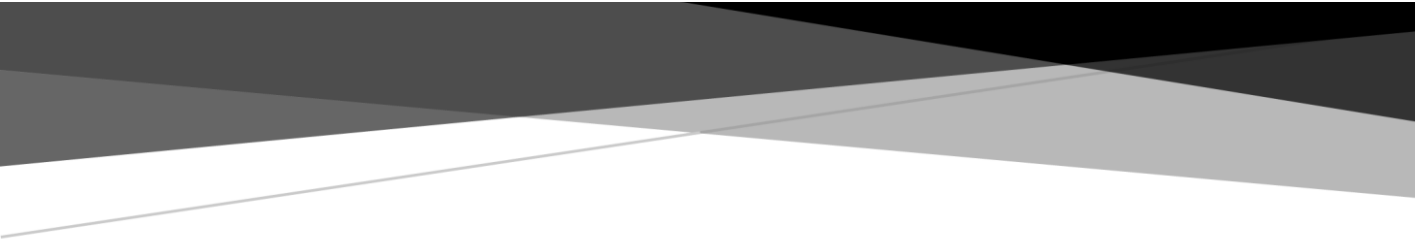
3. Please provide a brief statement describing your interest in serving the Town of Londonderry.

Hope to bring my interest and
passion to conservation issues
in Londonderry.

4. Please list any professional qualifications (if applicable).

B.A. in English + Science

Attach any additional information to this application and return to the Town Administrator at 100 Old School Street, South Londonderry, VT 05155 or townadmin@londonderryvt.org.



VLCT Model Public Records Policy with Guidance

Introduction

The Vermont Public Records Act, 1 V.S.A. §§ 315-320, attempts to balance the constitutional requirements for government accountability with competing needs to protect certain private and personal information. The principal requirement of the Act is that any person is authorized to inspect or copy an existing “public record” of a “public agency.” A “public agency” is defined as “any agency, board, committee, department, branch, instrumentality, commission, or authority of any political subdivision of the State.” 1 V.S.A. § 317(a)(2) (emphasis added). A “public agency” at the municipal level would necessarily include the office of the municipal clerk and treasurer; planning commission; municipal library; police and fire department; and all other sub-entities of municipal government.

The definition of a “public record” is similarly broad and includes “any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of public agency business.” 1 V.S.A. § 317(b). Under this definition, any paper document, email, computer database, or other digital document, image or recording produced or acquired by a municipality or a municipal officer in the course of business would likely qualify as a public record.

The Public Records Act requires that municipal public agencies make their public records accessible to the public “promptly” for copying and inspection during “customary business hours” (e.g. the hours that the municipal public agency is open to provide services to the public). “Promptly” is defined by the Act to mean “immediately, with little or no delay, and, unless otherwise provided...not more than three business days from receipt of a request...” 1 V.S.A. § 318(a)(1). The Act does not require the creation of a public record nor does the Act require transmission of a record by any means (including U.S. mail, email, fax, etc.). Nevertheless, municipal officials may choose to create and/or transmit a public record upon request.

Access to a public record must be provided unless that record is exempt under one of the 42 general exemptions listed in 1 V.S.A. § 317(c). One of the § 317(c) exemptions from public inspection is for records “designated by law as confidential.” There are at least 201 public records designated by statute as confidential or otherwise exempt, bringing the total number of possible exemptions to 243. While there are a large number of possible exemptions, the Vermont Supreme Court has made clear any doubt as to whether an exemption applies must be resolved in favor of disclosure. A list of the public records exemptions can also be found online at the Vermont Secretary of State’s Right to Know Database, <https://www.sec.state.vt.us/archives-records/records-management/legal-requirements/right-to-know/right-to-know-database.aspx>.

There are some records for which disclosure is prohibited by law. For most records, however, it is up to the custodian to decide whether to disclose records that are declared exempt by statute. In other words, and in most instances, just because a public record *can* be withheld from disclosure, does not

mean that it *must* be withheld. For the purposes of achieving administrative consistency in the processing of public records requests across all departments, this policy presumes that all records deemed “exempt” under the Act will be withheld. Please note, however, that a public record may not be withheld in its entirety merely because it contains information that is exempt from disclosure. Instead, the exempt information must be redacted (covered or crossed out) and the remainder of the record disclosed.

The Act imposes obligations on the “custodian” of a public record. The “custodian” of a public record is the person within the municipality that has charge or custody of that record. Municipalities will have at least one “custodian” and will likely have multiple custodians, one for each sub-entity or department/board/commission of the municipality.

The denial of access to a public record by its custodian may be appealed to the head of the custodian's “agency” (department, committee, commission, instrumentality, etc.). The Act fails to account for the actual structure of municipal government where some “custodians” of public records are also the heads of their “agencies.” For instance, the municipal clerk is the custodian of certain public records and is also the head of his/her “agency.” To account for this oversight, and to avoid the appearance of impropriety that may arise when a municipal official sits in appeal of his or her own decision, this policy has been developed to allow all independently elected municipal officials to delegate appeals of their initial public records determinations to the municipal manager, administrator, or legislative body chairperson as applicable.

For the sake of consistency in the processing of all public records requests, it would be in the best interests of the municipality for all independently elected municipal officials, to sign off on the same policy. In order to avoid the potential complexity and confusion resulting from one municipality having multiple public records policies and appeals to multiple heads of agencies, a municipality’s legislative body should sign this policy, direct all appointed or employee agency heads (e.g. fire/police/highway department heads/chiefs; municipal library directors; zoning administrators/planning and zoning directors; chairpersons of appointed committees, boards, and commissions) to adhere to it and educate them as to its administration.

Your municipality is responsible for editing this policy to reflect the actual practices of your municipality in conformance with the Public Records Act. Opportunities for editing this policy are marked with “guidance” and are accompanied by bolded text and the option to choose whether the Custodian “will” or “will not” be required to ascribe to a particular course of conduct. This guidance language must either be deleted if the Custodian is not to undertake the particular duty or replaced with the language in italics reflecting how the municipality will respond in these given circumstances. **Please note that the time frames outlined in this policy are based on deadlines that are imposed by the Act and as such, should not be extended without consultation from an attorney.**

Finally, a municipality is authorized under 1 V.S.A. § 316(j) of the Act to adopt and enforce reasonable rules to prevent disruption of operations in responding to records requests, to preserve the security of public records, and to protect public records from damage. Note that the Act provides that a custodian

of public records shall not destroy, give away, sell, discard, or damage any record or records in his or her charge, unless specifically authorized by law or under a record schedule approved by the state archivist pursuant to 3 V.S.A. § 117(a)(5). For information and guidance as to the management, retention, and disposition of public records under the Act, please contact the Vermont State Archives and Records Administration Division of Records Management at (802) 828-3897.

This model policy has been developed for illustrative purposes only. VLCT makes no express or implied endorsement or recommendation of any policy, nor does it make any express or implied guarantee of legal enforceability or legal compliance, nor does VLCT represent that any policy is appropriate for any particular municipality. Your legal counsel should review any proposed public records policy before adoption. Contact the Municipal Assistance Center for information about our legal review service at 1-800-649-7915 or info@vlct.org.

VLCT thanks the attorneys at Stitzel, Page & Fletcher, PC for their assistance with this model policy.

Model Public Records Inspection, Copying, and Transmission Policy

Town of _____, Vermont Public Record Inspection, Copying and Transmission Policy

PURPOSE. The Vermont Public Records Act, 1 V.S.A. §§ 315-320, provides access to a town's public records for inspection and copying unless the records are exempt by law from public access. The Town is authorized under section 316(j) of the Public Records Act to adopt and enforce reasonable rules to prevent disruption of operations in responding to records requests, to preserve the security of public records, and to protect public records from damage. This policy is intended to provide for timely action on requests for public records without unreasonable interruption of operations and to protect the integrity of the Town's public records.

APPLICABILITY. A public record is defined as any written or recorded information, regardless of physical form or characteristic, which is produced or acquired in the course of Town business. Public records, regardless of format, are available for inspection and copying unless there is a specific statute exempting the record from public disclosure. Those records exempt from public inspection and copying are set out at 1 V.S.A. § 317(c).

This policy applies only to requests for public records in the custody of the Custodian of the office of *[insert title of office of independently-elected official]*. Other public records may be in the custody of other officers or employees of the Town.

DEFINITIONS. For purposes of this policy, the following words and/or phrases shall apply:

1. "Agency" means an agency, board, committee, department, branch, instrumentality, commission, or authority of any town.
2. "Custodian" means the person that has charge or custody of a public record.
3. "Promptly" means immediately, with little or no delay, and not more than three business days.

PUBLIC RECORD REQUEST FORMS. Not every public record request will necessitate the use of a written request form. However, when a request is made for a public record that is not readily accessible, may be exempt from public access, or may not exist, the requestor will be asked to complete, but is not required to do so except as stated below, a Public Records Request Form designated by the Custodian. If the requestor declines to complete the Public Records Request Form, the Custodian may complete such form. Where a request is likely to result in charges for copying or staff time, the requestor is required to submit a completed Request Form. The Custodian shall retain the original copy of all requests and written responses (if applicable).

INSPECTION OF PUBLIC RECORDS. In responding to a request to inspect or copy a record, the Custodian will consult with the requestor if necessary in order to clarify the request or to obtain additional information that will assist the Custodian in responding to the request and in facilitating production of the requested record for inspection or copying. When a requestor seeks a voluminous amount of separate and distinct records, the Custodian may ask the requestor to narrow the scope of the public records request.

Upon receipt of a request to inspect a public record, the Custodian will promptly produce the record for inspection except that:

1. The Custodian will inform the requestor in writing if the record does not exist under the name given by the requestor or by any other name known to the Custodian.
2. If the Custodian withholds the record as exempt from public access, the Custodian will promptly certify this fact in writing to the requestor. The Custodian will identify the record or portion of record withheld, the statutory basis for withholding the record, a brief statement of the reasons and supporting facts for denial, and provide the names and titles or positions of each person responsible for denial of the request. The Custodian will also inform the requestor of the right to appeal this determination to the [*insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable*]. It is the policy of the Town that all exempt records will be withheld from disclosure.
3. If the record is in active use or in storage and therefore not readily available at the time of the request, the Custodian will promptly certify this fact in writing to the requestor and set a date and hour within one calendar week of the request when the record will be available for inspection.

For the purpose of this policy, a "business day" means a day that the Custodian's office is open to provide services.

The time limits described above may be extended in writing up to ten business days from receipt of the records request based on:

- a. The need to search for and collect requested records from field facilities or other establishments that are separate from the Town Office; or
- b. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request; or
- c. The need for consultation with the Town attorney or other Town officers or departments having a substantial interest in the determination of the request.

If the time limits described above are extended, the Custodian will inform the requestor of such fact in writing, setting forth the reasons for the extension and specifying the date upon which the Custodian will respond to the request.

The Custodian will not withhold any record in its entirety on the basis that it contains some exempt content if the record is otherwise subject to disclosure; instead, the Custodian will redact the information he or she considers to be exempt and produce the record accompanied by an explanation of the basis for denial of the redacted information.

PROTECTION OF PUBLIC RECORDS REQUESTED FOR INSPECTION. In order that all public records in the custody of the Custodian may be protected from damage or loss, such records may only be inspected in locations in the Town Office designated by the Custodian. No public record may be removed from a designated location, marked, altered, defaced, torn, damaged, destroyed, disassembled, or removed from its proper location or order. The Custodian or other staff person may be present during the inspection of a public record. No person shall be allowed to copy a public record using copying equipment other than that owned by the Town unless approved by the Custodian.

When inspection of an electronic record is requested and the inspection of the original electronic record would create a disruption in operations of the Town or would jeopardize the security or condition of the original record, the Custodian will provide an electronic copy of the original record in the format in which the record is maintained, less any exempt information redacted from the record, at no cost to the requestor.

COPIES OF PUBLIC RECORDS. Upon receipt of a request to make a copy of a public record, the Custodian will make and produce a copy subject to the following:

1. **Charges.** Except where otherwise provided by law, the Custodian will charge and collect the following costs for making a copy of a public record:
 - a. The actual cost charge for a copy of a public record as determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges; and
 - b. The cost of staff time associated with complying with a request for a copy of a public record when the time exceeds 30 minutes as that cost is determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges.

All charges for copies and staff time must be paid in full prior to delivery of the requested copies. Upon request, the Custodian will provide an estimate of the cost of making a copy of a public record prior to complying with the request.

2. **Standard formats.** The Custodian will make a copy of a public record in the following standard format:
 - a. For any public record maintained by the Custodian in paper form, the Custodian will make a paper copy of the record;
 - b. For any public record maintained by Custodian in electronic form, the Custodian will make either a paper printout of the record or an electronic copy of the record in the format in which the record is maintained, as directed by the requestor.

A request for a copy in a format other than those mentioned above is “non-standard.” The Custodian [insert “will” or “will not”] provide a copy of a public record in a non-standard format (e.g., conversion of a paper public record to electronic format). **[Guidance: Only include the following if the Custodian decides that it will be the policy of his or her office to provide copies of public records in non-standard format:** *The requestor will be charged the time involved in producing the record in a non-standard format when the time exceeds 30 minutes as such costs are determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges.*]

CREATION OF PUBLIC RECORDS. The Custodian [insert “will” or “will not”] create a public record that does not exist. **[Guidance: Only include the following if the Custodian decides that it will be the policy of his/her office to create a public record that does not exist:** *The Custodian will charge the requestor the cost associated with creating the record. Requests for creating a record must be made in writing and all charges must be paid prior to delivery of the record. Upon request, the Custodian will provide an estimate of the cost of creating a public record prior to complying with the request.*]

TRANSMISSION OF PUBLIC RECORDS. The Custodian [insert “will” or “will not”] transmit a public record. **[Guidance: Only include the following if the Custodian decides that it will be the policy of his/her office to transmit public records:** *Custodian will charge the requestor the costs associated with doing so. Requests for transmission of a record must be made in writing and all charges must be paid prior to delivery of the record. Upon request, the Custodian will provide an estimate of the cost of transmitting a public record prior to complying with the request.*]

DENIAL OF A PUBLIC RECORD REQUEST. If the Custodian denies a public record request in whole or in part, the denial may be appealed to the [insert “Town Manager,” “Town

Administrator," or "Selectboard Chair" as applicable]. In accordance with 1 V.S.A. § 318(c)(1), the [*insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable*] will make a written determination on the appeal within five business days after receipt of the appeal. A decision of the [*insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable*] may be reviewable by the Vermont Superior Court pursuant to 1 V.S.A. § 319.

The foregoing Policy is hereby adopted by the [*insert title of office of independently-elected official*] of the Town of _____, Vermont, this ____ day of _____ [*for town officials other than the selectboard, add the following: "as the Head of that Agency and in delegation of all appeal authority to the [insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable] otherwise conferred upon my office."*]

This Policy is effective as of this date until amended or repealed.

Office of [*insert title of office*]
Town of _____, Vermont

Date signed _____.

MODEL REQUEST FOR INSPECTION OR COPYING

Town of _____, Vermont
Request for Inspection or Copying of Public Record(s)

Date _____

Dear Custodian:

Pursuant to the Vermont Public Record Act, 1 V.S.A. §§ 315-320, I hereby request to inspect the following public record(s):

- a. _____
- b. _____
- c. _____

(If applicable) I hereby request a copy of the above record(s) in the following format:

_____. I agree to pay
reasonable and customary costs for these copies.

(Complete this section if you have a disability requiring an accommodation): I request the following accommodation(s) in order to access the public record(s) I seek:

If you have questions about this request, please call me at _____.
Thank you for your help.

Signature

Printed Name

The Custodian for the Office of *[insert title of office]* shall retain the original of this form for record keeping purposes and provide the requestor with its copy.

MODEL CERTIFICATION OF DENIAL OF ACCESS

Town of _____, Vermont
Certification of Denial of Access to Public Record(s)
1 V.S.A. § 318(b)(2)

On _____, the Custodian for the Office of *[insert title of office]* of the Town of _____, Vermont, received a request from _____ for access to public record(s). Certain records determined to be subject to the request have been withheld in whole or in part as exempt from disclosure under 1 V.S.A. § 317. Such withheld records are as follows:

Title or Other Description of Public Record Withheld	All or Partial	Reasons for Withholding and Supporting Facts	Statutory Exemption(s)	Name and Title of Person Responsible for Denial

You may appeal any or all of the withholding of these public records to the Town of _____ *[insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable]*. In accordance with 1 V.S.A. § 318(c)(1), the *[insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable]* will make a written determination on the appeal within five business days after receipt of the appeal. A decision of the *[insert "Town Manager," "Town*

Administrator,” or “Selectboard Chair” as applicable] may be reviewable by Vermont Superior Court under 1 V.S.A. § 319.

Custodian for the Office of *[office]*

Town of _____, Vermont

Date signed _____.

The Custodian for the Office of *[insert title of office]* shall retain the original of this form for record keeping purposes and provide the requestor with its copy.

MODEL RESPONSES TO REQUEST FOR PUBLIC RECORDS

Town of _____, Vermont
Response to Request for Public Record(s)
1 V.S.A. § 318

On _____, the Custodian for the Office of *[insert title of office]* of the Town of _____, Vermont, received a request from _____ for access to public record(s).

In response to this request (check all that apply):

- ☐ The Custodian is not producing some or all of the record(s) requested for inspection because:
- ☐ the record(s) do not exist under the name given by the requestor or by any other name known to the Custodian. 1 V.S.A. § 318(a)(4);
 - ☐ the Town is not required to provide copies of public records in their non-standard format. 1 V.S.A. § 316(i);
 - ☐ the record(s) does not already exist and the Town is not required to create a public record(s). 1 V.S.A. § 316(i);
 - ☐ the Town is not required to convert paper public record(s) to electronic format. 1 V.S.A. § 316(i).

Record(s) requested: _____

- ☐ The record(s) requested below are in active use or in storage and therefore not available for use at the time of this request. The record(s) requested will be available for examination within one calendar week of the request on _____ (date) at _____ (hour). 1 V.S.A. § 318(b)(1).

Record(s) requested: _____

- ☐ The following “unusual circumstances,” as that term is defined by 1 V.S.A. § 318(b)(5), exist with respect to the record(s) requested below:
- ☐ the need to search for and collect the requested record(s) from field facilities or other establishments that are separate from the office processing the request;
 - ☐ the need to search for, collect, and appropriately examine a voluminous amount of separate and distinct record(s) which are demanded in a single request;
 - ☐ the need for consultation with the Town’s attorney or with other Town officers or departments having a substantial interest in the determination of the request.

Record(s) requested: _____

The non-exempt record(s) requested will be available for examination not more than ten business days from receipt of this request on _____ (date). 1 V.S.A. § 318(b)(5).

- ☐ The record(s) requested below are subject to one or more of the following staff time charges:
- ☐ charges for the time directly involved in complying with the request that exceeds 30 minutes;
- ☐ charges incurred because the Town agreed to create a public record(s) that did not already exist;
- ☐ charges incurred because the Town agreed to provide the public record(s) in a non-standard format and the time directly involved in complying with the request exceeds 30 minutes.

Record(s) requested: _____

Because this request is subject to staff time charges, the Custodian hereby requires that the request be made in writing and that all charges be paid [in whole/in part] prior to delivery of the copies. Upon request, the Town will provide an estimate of the charge.

This denial of access, whether temporary or permanent, may be appealed to the Town of _____ [*insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable*]. In accordance with 1 V.S.A. § 318(c)(1), the [*insert "Town Manager," "Town Administrator," or "Selectboard Chair" as applicable*] will make written determination on the appeal within five business days after receipt of the appeal. A decision of the (*Town Manager/Town Administrator/Selectboard Chair*) may be reviewable by Vermont Superior Court under 1 V.S.A. § 319.

Custodian for the Office of [office]

Town of _____, Vermont

Date signed _____.

The Custodian for the Office of [*insert title of office*] shall retain the original of this form for record keeping purposes and provide the requestor with its copy.

Town of Londonderry, VT

RFP No. 2025-04 Bid Tabulation 2025-05-29

BID TABULATION

A

Project

Winhall Station
Rd Culverts

Bidder

1 **Hunter Excavating, Inc**
South Londonderry VT

18,500.00

2 **Sanderson Trucking & Excavation, L**
Chester VT

26,500.00

2 **Kurtz Excavating**
Chester VT

58,480.00

Low bids are underlined

8. BID PROPOSAL FORM

Due: May 29, 2025 by 2:00 PM

Complete and submit the following proposal, please write clearly

1. BID PROPOSAL: Check here [] if supplementary documentation is attached.

Contractors must provide a lump sum cost for each bid item below.

Bid Item	Location	Required Work	Lump Sum Cost
#1	Winhall Station Road (TH #46)	Culvert Replacement (6)	\$ 26,500
ALL BID ITEMS (Lump Sum)			\$ 26,500

Other Information clarifying cost proposal:

Fresh gravelly and asphalt included in this price.

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 30, 2025

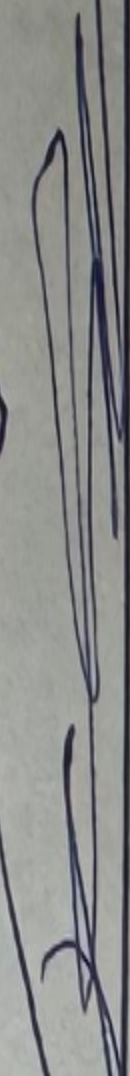
Company: Sanderson Treeking & Excavation LLC

Authorized Representative: Jarrett Sanderson

Address: 672 Cummings Rd Chester VT

Phone: 802-952-6585

Email: sandersonjb97@gmail.com

Signature:  Date: 5/27/25

[END OF DOCUMENT]



PRICE For 2025 Town of Londonderry Vt "Winhall Station Road Culvert Replacements"

5/27/25

Owner/operator Jarrett Sanderson

672 Cummings Rd Chester Vt, 05143

Overview

This price is to remove and replace 6 existing culverts on Winhall Station Rd with town supplied Culverts. Sanderson's will supply Labor, Machine time, Gravel, and Asphalt needed for the job. Each culvert will be thoroughly compacted in 6 inch lifts with both a jumping jack compactor and a reversible plate compactor on the last foot of gravel. All old culvert and material will be disposed of by Sanderson's. Once all culverts are completed and weather permits we will dig out 3 inches of gravel and install 1.5" shim and a 1.5" top of pavement. Upon acceptance of our bid we will supply the Town of Londonderry with a certificate of insurance and a Workman's compensation certificate.

Specifications

Lump sum Price of \$26,500

Sanderson Trucking & Excavation LLC

Thank You for the opportunity to bid on this project for your community!

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Contractors must provide a lump sum cost for each bid item below.

Bid Item	Location	Required Work	Lump Sum Cost
#1	Winhall Station Road (TH #46)	Culvert Replacement (6)	\$ 18,500.00
ALL BID ITEMS (Lump Sum)			\$ 18,500.00

Other Information clarifying cost proposal: _____

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 30, 2025

Company: Hunter Excavating, Inc.

Authorized Representative: Hunter Katsas

Address: 2218 Vt. Rte. 100, So. Londonderry, VT 05155

Phone: 802-856-7165

Email: Projects@hunterexvt.com

Signature: [Signature] Date: 5/28/25

[END OF DOCUMENT]

Town of Londonderry, Vermont

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

INVITATION TO BID

RFP NO. 2025-04

DATE: May 14, 2025

PROJECT TITLE: Winhall Station Road Culverts

PROPOSAL DUE DATES: Bid proposals are due by **May 29, 2025** no later than 2:00 PM. See section 5 for specific directions on bid submission.

ESTIMATED TIME PERIOD FOR CONTRACT: All work required herein shall take place between **July 4, 2025 and September 30, 2025.**

BIDDER ELIGIBILITY:

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

CONTENTS OF THE INVITATION TO BID (ITB):

- | | |
|------------------------------------|----------------------------------|
| 1. Introduction | 5. Submission of Proposals |
| 2. Scope of Work | 6. General Provisions |
| 3. General Information for Bidders | 7. Evaluation and Contract Award |
| 4. Pricing | 8. Bid Proposal Form |

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The Town of Londonderry, Vermont (the Town) is seeking proposals from qualified contractors to replace culverts on Winhall Station Road. The Town is seeking a single contractor to complete all work specified herein.

2. SCOPE OF WORK

The Town is seeking bids for work on roads and/or road segments to complete the following necessary Town road erosion reduction projects. All bids must include full price for the specified work for each bid item noted below. Contractors will provide traffic control as necessary.

Winhall Station Road (TH #46) – Culvert Replacement

Existing culvert to be Replaced	New culvert to be	Required Work
------------------------------------	----------------------	---------------

		installed	
Culvert #2	24"	24" X 60'	All work must be done from roadway. All locations must have pavement cut and excavated to below existing pipe. Remove and dispose of old culvert. All culvert locations must be compacted and paved. Pavement shall be 1.5" Shim + 1.5" overlay with Type IV asphalt. Town to supply pipe.
Culvert #2A	15"	18" X 40'	
Culvert #3	36"	36" X 74'	
Culvert #4	15"	18" X 56'	
Culvert #5	15"	18" X 64'	
Culvert #6	15"	18" X 58'	

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

3. GENERAL INFORMATION FOR BIDDERS

A. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.

B. Right to Cancel or Postpone the Project

The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this ITB.

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

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

4. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.

- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

- A. Bids should be submitted electronically to the following email address: townadmin@londonderryvt.org. Bids will also be accepted by mail or in person.
- B. Respondents are required to use the enclosed Bid Proposal Form (page 7) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**Winhall Station Rd Culverts**” in the email subject line, or on the envelope if submitted by mail or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard soon after the submission deadline.

6. GENERAL PROVISIONS

A. RFP Coordinator

- 1) The Town Administrator will serve as the single point of contact for this solicitation:

Aileen Tulloch, Town Administrator

Town of Londonderry

100 Old School Street

South Londonderry, VT 05155

Phone: 802-824-3356, ext. 5

Email: townadmin@londonderryvt.org

- 2) Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator.
- 3) **Should potential bidders wish to view the subject location with a Town representative prior to bidding, please contact Josh Dryden, Road Forman, via**

email at roadforeman@londonderryvt.org or phone (802) 824-3356 , ext. 6 before May 29, 2025.

B. No Obligation to Contract

This ITB does not obligate the Town to contract for services specified herein. The Town reserves the right to reject all bids and to either withdraw the ITB or reissue a revised ITB at a later time.

C. Commitment of Funds

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

D. Right to Extend Contracts

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

E. Insurance Requirements

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

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

7. EVALUATION AND CONTRACT AWARD

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- 1) Proposals will be evaluated in accordance with the requirements stated in this request and the Town of Londonderry Purchasing Policy.
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B. Evaluation and Selection Criteria

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

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

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

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Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract. All work must be completed by September 30, 2025, unless otherwise mutually agreed to in writing.

Bid Proposal Form is on following page

8. BID PROPOSAL FORM

Due: May 29, 2025 by 2:00 PM

Complete and submit the following proposal, please write clearly

1. BID PROPOSAL: Check here [] if supplementary documentation is attached.

Contractors must provide a lump sum cost for each bid item below.

Bid Item	Location	Required Work	Lump Sum Cost
#1	Winhall Station Road (TH #46)	Culvert Replacement (6)	\$ 58,480
ALL BID ITEMS (Lump Sum)			\$ 58,480

Other Information clarifying cost proposal: Excludes: culvert pipe, tree removal, ledge removal, compaction testing

Includes: labor, equipment, & trucking; 495 CY of 1" dense grade gravel for bedding & backfill of culverts and excavation in roadway; traffic control signage for one lane road closures; 40T asphalt for 1.5" binder layer and 1.5" topcoat layer; seed and mulch hay cover of disturbed soils on road shoulder

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 30, 2025

Company: Kurtz Excavating

Authorized Representative: Eric Martin

Address: 289 North Rd, Shaftsbury VT 05262

Phone: 802-681-3614

Email: eric@kurtzexc.com

Signature:  **Date:** 5/29/25

[END OF DOCUMENT]

Town of Londonderry, Vermont

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

INVITATION TO BID

RFP NO. 2025-04

DATE: May 14, 2025

PROJECT TITLE: Winhall Station Road Culverts

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Existing culvert to be Replaced	New culvert to be	Required Work
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		installed	
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ALL BID ITEMS (Lump Sum)			\$

Other Information clarifying cost proposal: _____

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Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 30, 2025

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]

Town Highway Access Permit Application Form

Parcel ID No. 045001

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

**** Please Type or Print Clearly ****

Applicant(s)

Name: Wylie Construction
Address: 59 VT Route 30
Town/State/Zip: Winhall VT 05340
Phone: 802-297-1221 Email: jwylie@wylieconstruction.net

Property Owner(s):

☐ Check here if same as applicant

Name: Jamie Deming
Address: 678 Oak Lane
Town/State/Zip: Oster Bay NY 11771
Phone: 516-445-7282 Email: jt@deming.me.com

Property Information

Property Location/Address: 252 Glebe View Lane
Date Purchased by Owner: 4/24/15 Deed Recorded in Book 74 Page 725-728
Property Size (acres): 31.03 Road Frontage (feet): 618 Town Highway # _____
Existing Use of Property: Residential
Proposed Use of Property: Residential

Proposed Town Highway Access

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

☒ New Access to Highway ☐ Modification to existing Access to Highway

To be located on the North side of the Town Highway indicated above, 948 feet
distant from the intersection of this road with Melendy Hill Road

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

Describe proposed new or changed access in detail: Add a new access on a curbed
bar way to get to main house so steps are not needed
to access main house.

Town Highway Access Permit Application Form

Parcel ID No. 045001

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



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

Fees

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

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

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

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

Town Highway Access Permit Application Form

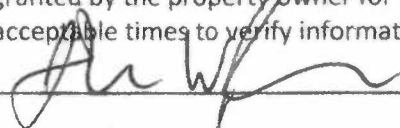
Parcel ID No. 045001

Certification

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

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

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

Applicant Signature:  Date: 5-20-25

Property Owner Signature: Jamie Menier Date: 5/21/25

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

For Road Foreman/Road Commissioner Use Only

Culvert Required: ☐ Yes ☐ No Culvert Diameter: _____ Culvert Length: _____

Culvert distance from center of Town road: _____ Amount of culvert cover: _____

Flush culvert headers required: ☐ Yes ☐ No

Ditch work for proper drainage ☐ Yes ☐ No

Ditching distance: _____ N S E W side of drive: _____ N S E W side pf drive: _____

Access approach width: _____

Reverse pitch from road (1/2"/foot min.) ☐ Yes ☐ No Distance from travel lane: _____

Cut for line of sight ☐ Yes ☐ No

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

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

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

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

Directions, Restrictions, Conditions: _____

Parcel ID No. 045001

This permit, if issued, is done so in accordance with 19 V.S.A. Section 1111 and with the understanding that construction shall comply with all applicable Federal, State and local laws and regulations and with any directions, restrictions or conditions listed on this permit. Violations shall be corrected by the property owner in a timely manner or the Town shall have the right to revoke the application or permit for non-compliance, or make necessary changes the cost of which shall be borne by the property owner. Violations may also be subject to penalties and fines prescribed by applicable law. This permit shall be effective only for the land use herein indicated and any change in land use shall require a new permit.

Signature: _____ Date: _____

[] Road Foreman

[] Road Commissioner



Application ID: DLL - Application - 60796
Application for: Second Class License
Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name: Derry Downtown, Limited
Business ID: 0004370
Business Address: PO BOX 159,,
Londonderry, Vermont 05148
Entity Type: Business Corporation
Phone: (802) 856-7355
Management Type if LLC:
Email: derrydowntown@yahoo.com

People Information

• **Person:**

Judith Platt

Business Role: Business Principal
Email: derrydowntown@yahoo.com
Business Address: ,
,
US Citizen?
Political Position
Phone: **Name:** Judith Platt
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name: **Do you lease this Premises:**

Derry Downtown, Limited

Location Address:

2116 North Main Street,
Londonderry, Vermont 05148

Local Jurisdiction/ Town Clerk:

Londonderry

Health License:

Food:

Lodging:

Vermont Tax Department:

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

Second Class

License Number:

LP-014360

Licensee Name:

Derry Downtown, Limited

License Status:

License issued-renewed application

Licensee Address:

2116 North Main Street ,
Londonderry, Vermont 05148

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
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Payment and Acknowledgement

Signed by:

judith platt

State of Vermont / DLL Application Fee:

70.00

Date of Submission:

2025-05-20 18:47:14

State of Vermont / DLL Payment Status:

Local Application Fee:

70

Local Control Payment Status:

false



Application ID: DLL - Application - 60493
Application for: Request to Cater Permit
Category of Business: Caterer

Business/ Entity Information

Business/ Entity Name: Ski Magic, LLC
Business ID: 0009177
Business Address:
,
,
Entity Type: Limited Liability Corporation
Management Type if LLC:
Phone:
Email: jhearne@magicmtn.com

Foundational License (if applicable)

License Type: Caterer
License Number: LP-019403
Licensee Name: Magic Mountain Ski Area
License Status: License issued-new application
Licensee Address: 495 Magic Mountain Access Road ,
Londonderry, Vermont 05148
License Start Date: 2025-07-01
License End Date: 2026-06-30

Event Contact/s

Person: Geoffrey Hatheway

Business Role:
Business Address: 175 Green Peak Orchards,
East Dorset, Vermont, 05252
Phone:
Email:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details

Location Name:

T-Bar Bottom of Showoff and Lower Magic Carpet Trails

Start date and time of event

May 31 2025 15:00

End date and time of event

May 31 2025 21:00

Location Address:

495 Magic Mountain Access,
Londonderry, Vermont 05148

Approximate Number of Persons Expected

100

Local Jurisdiction/ Town Clerk:

Londonderry

**Describe
the
type**

of event/ OCP Area:

Music and ski event fundraiser for West river Nordic Club

Documents Attached

Name	Document Type	Assosicated With
D-17513	Other	Ski Magic, LLC

Payment and Acknowledgement

Signed by:

Dawn Downey Hines

State of Vermont / DLL Application Fee:

20.00

Date and time of Submission:

2025-05-15 13:00:20

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false

Local Application Fee:

0



Application ID: DLL - Application - 61003
Application for: Special Events Permit (Manufacturer)
Category of Business: Manufacturer

Business/ Entity Information

Business/ Entity Name: Highland Beverage LLC	Business ID: 0429131
Business Address: 732 Under The Mountain Road, Londonderry, Vermont 05155	Entity Type: Limited Liability Corporation
Phone: 617-955-9914	Management Type if LLC: Member-managed
Email: twistedhornbrewery@gmail.com	

Foundational License (if applicable)

License Type: Manufacturer	License Number: LP-034979
Licensee Name: Twisted Horn	License Status: License issued-new application
Licensee Address: 3714 Rte 11 , Londonderry, Vermont 05155	License Start Date: 2025-04-27
	License End Date: 2026-04-26

Event Contact/s

Person:
David Barker

Business Role:
Business Principal

Phone:
617-955-9914

Business Address:
22 Lawton Road,
Needham, Massachusetts, 02492

Email:
barkerdl13@gmail.com

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details**Location Name:**

Glebe Mountain Gardens

Start date and time of event

July 4 2025 10:00

Location Address:3714 Vermont 11,
Londonderry, Vermont 05148**End date and time of event**

July 6 2025 18:00

Approximate Number of Persons Expected**Local Jurisdiction/ Town Clerk:**

Londonderry

Describe the type of event/ OCP Area:

Garden center, 1/2 acre

Documents Attached

Name	Document Type	Assosicated With
D-14026	Articles of Organization	Highland Beverage LLC
D-14027	Operating Agreement	Highland Beverage LLC
D-14028	Articles of Organization	Highland Beverage LLC
D-14032	Articles of Organization	Highland Beverage LLC
D-14033	Federal Employee Identification #	Highland Beverage LLC
D-14034	Federal Employee Identification #	Highland Beverage LLC
D-16328	Lease or proof of ownership	Highland Beverage LLC
D-20648	Sales and Use tax documents	Highland Beverage LLC

Payment and Acknowledgement**Signed by:**

David Barker

State of Vermont / DLL Application Fee:

35.00

Date and time of Submission:

2025-05-26 12:31:53

State of Vermont / DLL Payment Status:**Local Control Payment Status:**

false

Local Application Fee:

0



HCRS

HEALTH CARE & REHABILITATION SERVICES
OF SOUTHEASTERN VERMONT



Headquarters:

390 River Street
Springfield, VT 05156
(802) 886-4500
www.hcrs.org

May 13, 2025

Kelly Pajala
Town Clerk
100 Old School Street
Londonderry, VT 5155

Dear Kelly,

On behalf of everyone at HCRS, I want to extend our heartfelt thanks to you and the residents of Londonderry for your continued support. This year, your vote on Town Meeting Day to allocate \$1,513.00 to Health Care and Rehabilitation Services' Access Navigator Program is deeply appreciated. Your generosity plays a vital role in ensuring that essential services remain accessible to those in need throughout your community.

Your commitment to supporting local programs like ours truly makes a difference. We're grateful for your partnership and the trust you place in us to serve the residents of Londonderry

Thank you once again for your unwavering support.

Sincerely,

George Karabakakis, Ph.D.
Chief Executive Officer

HCRS is a non-profit mental health agency – tax-exempt #23-7017624.

Re: PERIODIC DAM INSPECTION DUE

From Aileen Tulloch <townadmin@londonderryvt.org>
Date Tue 5/27/2025 8:44 AM
To ANR - Dam Safety <ANR.DamSafety@vermont.gov>

Yes, that is fine.

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

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

From: ANR - Dam Safety <ANR.DamSafety@vermont.gov>
Sent: Tuesday, May 27, 2025 8:35 AM
To: Aileen Tulloch <townadmin@londonderryvt.org>
Subject: RE: PERIODIC DAM INSPECTION DUE

Hi Aileen,

Thanks for the confirmation. We had to move the inspection to **Monday August 25th, 2025**. Is this new date ok?

Best,

-Russ
Cell: (802) 636-7099

From: Aileen Tulloch <townadmin@londonderryvt.org>
Sent: Friday, May 23, 2025 2:08 PM
To: ANR - Dam Safety <ANR.DamSafety@vermont.gov>
Subject: Re: PERIODIC DAM INSPECTION DUE

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

- Permission to access the dam on Thursday, August 21st , 2025. --Permission Granted
- Any specific access requirements or instructions. --None noted
- Preferred contact name and cell phone number. --Aileen Tulloch, 802-824-3356 ext. 5

Aileen Tulloch

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

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

From: ANR - Dam Safety <ANR.DamSafety@vermont.gov>
Sent: Tuesday, May 20, 2025 3:31 PM
To: Aileen Tulloch <townadmin@londonderryvt.org>
Subject: PERIODIC DAM INSPECTION DUE



Department of Environmental Conservation
Water Investment Division - Dam Safety Program
1 National Life Drive, Davis 3
Montpelier, VT 05620-3510

Agency of Natural Resources
dec.vermont.gov/water-investment/dam-safety
ANR.DamSafety@vermont.gov

Department

Dear Town of Londonderry,
Williams (115.01) is due for a Periodic Inspection per the regulatory requirement outlined in the DSP Administrative Rule, Section §37-110.
The DSP is requesting permission to access the dam on **Thursday, August 21st, 2025** to perform a periodic inspection.

Please reply to this request by **Tuesday May 27th, 2025** with the following information:

- Permission to access the dam on Thursday, August 21st, 2025.
- Any specific access requirements or instructions.
- Preferred contact name and cell phone number.

There will be no cost to dam owners for this inspection, and it is optional for dam owners to attend. The inspection will take roughly 1-hour, and the Periodic Inspection Report will be issued within 45-days.

Thank you for your continued commitment to dam safety.

Sincerely,

Dam Safety Team

***Legitimate correspondence from the Dam Safety Program (DSP) always comes from @vermont.gov e-mail addresses, and online payment shall only be performed using the secure ANROnline payment system at <https://anronline.vermont.gov>. The DSP will never ask for sensitive payment information via e-mail or over the phone. If you ever are suspicious of a link or correspondence, please contact ANR.DamSafety@vermont.gov immediately and before proceeding. ***