

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, June 16, 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 06/02/2025
4. Selectboard Pay Orders
5. Announcements/Correspondence
6. Visitors and Concerned Citizens
 - a. Jessica Citera Short Term Rental Ordinance Concerns
7. Town Officials Business
 - a. Town Treasurer
 - i. Budget adjustments
 - b. Short Term Rental Administrator
 - i. Adoption of Fee Schedule
 - c. Town Clerk
 - i. Review and Approve Special Town Meeting Warning for Short Term Rental Ordinance Amendment
 - ii. Delinquent Dog List
 - d. Zoning Administrator
 - i. Consider Permitting Fees
 - ii. Consider Properties with second driveways
 - iii. Consider Memorandum of Understanding for Scanner Rental
8. Transfer Station/Solid Waste Management
 - a. Updates
 - b. Discuss Wood Burning at Transfer Station
9. Roads and Bridges
 - a. Updates
 - b. Accept Edge Line Painting Bid
 - c. Accept Paving Bid
 - d. Accept Chip Seal Bid
10. Old Business
 - a. Ratify Cota & Cota Contract Approval from 06/02/2025
11. New Business
 - a. Discuss GNAT-TV Livestreaming solutions
 - b. Discuss alternate meeting schedule (Labor Day)
 - c. Discuss special meeting date to conduct employee reviews

- d. Discuss Long Term Recovery plan
- e. Approve WRC contract extension for Village Wastewater projects
- f. Accept Town Office Cleaning Bid
- g. Approve Neighborhood Connections Itinerant Vendor Permit
- h. Approve Neighborhood Connections Request for Transfer Fee Waiver
- i. Review and Approve Windham County Sheriff Contract

12. Adjourn

Posted and distributed on June 13, 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>

Town of Londonderry, Vermont

Selectboard Meeting

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**Town of Londonderry, Vermont
Selectboard**

Meeting Minutes
Monday June 2 2025, 6 PM
100 Old School Street, 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; Tina Labeau, Town Treasurer; Sally Hespe, Selectboard Meeting Note Taker; Patty Eisenhaur, Housing Commission; Liam Elio, Mountain Towns Recreation Director; Mark Frayne, Deputy Health Officer; Corey Mack, Village Wastewater Committee; and Chad Stoddard, Parks Board.

Others in Attendance: Matt Bachler, Windham Regional Commission; Marlene Boyaner; Christina Haskins, Dufresne Group Consulting Engineers; Mark Frayne, Deputy Health Officer; Helen Hamman and Bonny Johnson, Beautification Committee; Shane Evans, Kim Ray (came in late); and Ari Santos, GNAT Content Producer.

1. Call Meeting to Order

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

2. Additions or Deletions to the Agenda

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

Taylor Prouty moved to add agenda item 12.c Cota and Cota to New Business, seconded by James Ameden. The motion passed unanimously.

3. Minutes Approval – Meeting(s) of 05/19/2025

Martha Dale proposed changing “Website Committed” to “Website Committee” on Page 4 under Announcements.

Jim Fleming moved to approve the amended minutes of the Selectboard meeting of May 19, 2025, seconded by James Ameden. The motion passed unanimously.

4. Selectboard Pay Orders

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

5. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

- Staff are now in the renovated Town Office. Paving and landscaping are in progress, with limited parking over the next 2 weeks. Visitors should call in advance of coming to the office during this time.
- RFPs for salt shed, edge lining, and town office cleaning were posted last week and due on June 12th by 2 p.m.

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Additional Announcements:

- Tom Cavanagh reported there was another leak in the basement of Town Hall. Spray Guard was called to come and repair.
- Martha Dale reported that the Beautification Committee would like to donate an outdoor bench for the renovated Town Office. The Committee should bring plan to next Selectboard for approval.

The following correspondence was reported by Tulloch:

- 2 liquor applications: Ski Magic and Glebe Mountain Brewery.
- Thank you letter from HCRS.
- A mandated inspection of Williams Damn has been scheduled.

6. Visitors and Concerned Citizens

Chad Stoddard reported he provided Town Administrator Aileen Tulloch with information on alternative and innovative septic designs approved by the State. Tulloch will share with the Selectboard and Village Wastewater Committee per Stoddard's request.

7. Town Officials Business

a. Parks Director

i. Discuss Aiken Corner Mowing

Liam Elio requested written clarification on what parcels are mowed by the Town now that there is staff dedicated to mowing. One area of confusion is Aiden's Corner. Resident Marlene Boyaner stated that the Town has always mowed this area.

Tom Cavanagh suggested Elio write up a list of properties the town mows and submit for public record. Cavanaugh clarified that the Town is responsible for all mowing, and the Beautification Committee tends any Town property plantings. He hopes Parks and the Beautification Committees can work together moving forward.

b. Discuss Village Wastewater Fee Schedule

Corey Mack, Village Wastewater Commission (Chair Gary Hedman was unable to attend), reviewed the presentation on Wastewater System Fees submitted in the Meeting Packet. The report sought to clarify the various fee options for the proposed Wastewater System.

The following details were presented for an estimated 53 Residential Units:

- Engineering / Admin Cost: Fully grant covered
- 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)
- Annual Operations & Maintenance Cost: \$36,800+\$10,700 reserve per year
 - To be paid by user fee

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The question that needs to be answered is who pays for the annual debt service: the grand list (shared by whole town) or system users. It was noted that the Town will be obligated to cover the annual debt service and maintenance if system is not wholly subscribed.

The Village Wastewater Committee recommends that the Town cover the debt service through the grand list. Mack pointed out that no other Town infrastructure is paid for by users only, and residents have a shared interest in all improvements.

Chad Stoddard asked who pays the difference if the system is not at 100% subscription. The Town would need to pay the difference. Stoddard emphasized that this cost would ultimately fall on the taxpayers, as would Phase 2 and Phase 3. Stoddard argued that this obligation should not fall to the grand list, but should be paid by system users. Towns should not be in the business of replacing septic systems on private properties. He referenced the information he provided to Aileen Tulloch that details alternative systems and indicated that the entire proposed new system is not necessary. Resident Kim Ray also mentioned the possibility that homeowners insurance premium might increase when hooked up to new wastewater system.

The Selectboard reminded the group that the Town voted 2:1 in support of the bond, indicating clear support for the project and agreed that spreading the debt service cost to grand list would be the cheapest alternative. Any rates adopted now are based on best expert estimates and can and should be reevaluated periodically and adjusted if needed.

Martha Dale moved to adopt a Wastewater Operations and Maintenance User Cost of approximately \$75.00 per Equivalent Resident Unit, per month, and to repay the debt service of approximately \$26,590 per year for a period of 30 years with 100% of Grand List support, until such debt service is satisfied, seconded by Tom Cavanaugh. The motion passed, with Taylor Prouty abstaining.

The next step is to take approved rates and get residents signed up.

c. Housing Commission re-appointments - Pamela Spaulding, Mimi Lines

Jim Fleming moved to appoint Pamela Spaulding and Mimi Lines to the Londonderry Housing Commission for a term of 3 years, ending on 06/30/2028, seconded by Martha Dale. The motion passed unanimously.

d. Conservation Commission re-appointment - Steve Swinburne

Jim Fleming moved to appoint Steve Swinburne to the Conservation Commission for a term of 3 years, ending on 06/30/2028, seconded by Martha Dale. The motion passed unanimously.

e. Town Administrator

i. Discuss Public Records Request Policy

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Aileen Tulloch reported that various staff receive public record requests, but there is no unified policy on how to handle the increasing number of requests. Tulloch supplied an example from Vermont League of Cities and Towns that streamlines the process and recommended that the Town adopt a similar policy.

Town staff will discuss and present a revamped policy for Selectboard approval.

8. Transfer Station/Solid Waste Management

a. Updates

Household Hazardous Collection will be held at Flood Brook this Saturday from 9 -1. Businesses will have to pay.

9. Roads and Bridges

a. Updates

No updates.

b. Review bids and award contract for Winhall Station Rd. Culvert project

The Town received bids from Hunter Excavating, Sanderson Trucking and Excavating, and Kurtz Excavating and selected Hunter after review.

Jim Fleming moved to accept the bid from Hunter Excavating to provide services relating to Winhall Station Road Culvert Replacement at a cost of \$18,500 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, seconded by Taylor Prouty. The motion passed unanimously.

c. Consider Road Crew Hire

The applicant accepted the position.

Taylor Prouty moved to hire Andrew Phinney to the full-time position of Road Crew with a starting salary of \$26 per hour, plus full Benefits including \$50 per month cell phone stipend and \$100 per pay period CDL stipend effective July 1, subject to completion of a probationary period of 6 months, seconded by Martha Dale. The motion passed unanimously.

d. Approve Deming Highway Access Permit 2025-03

Road Foreman Josh Dryden reviewed and verbally approved Permit.

Taylor Prouty moved to approve a Road Access Permit by Wylie Construction on behalf of Jamie Deming at 252 Glebe View Lane, conditional on formal approval and signature of Road Foreman Josh Dryden, seconded by James Ameden. The motion passed unanimously.

10. Old Business

a. Ratify 05/19/2025 decision to approve Town Hall Renovation Change Orders

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Jim Fleming moved to ratify the board's 05/19/2025 decision to authorize change orders for the Town Office Renovation 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 Martha Dale. The motion passed unanimously.

11. New Business

a. Discuss Committee meeting locations

Several Board members reported receiving complaints from residents about feeling awkward about going to peoples' private homes for public meetings. Tom Cavanagh proposed all committee meetings should be at the newly renovated Town Office, which is accessible by all. It was also pointed out that holding public meetings in private residences might be a liability issue; all meetings held in Town buildings are covered by Town insurance policies.

Bonny Johnson, who is on the Beautification Committee, stated that Vermont state law requires meetings to be open to the public, either in person or remotely. She does not believe this precludes meeting in private homes, as long as all are invited. Helen Hamman added that few attended meetings when they were held in Town Office, but attendance is more consistent since moving to rotating private residences.

Tom Cavanagh stated the newly renovated Town Offices offers a nice, neutral location, and recommended all future Committee Meetings be held at Town buildings. Committee Chairs should reach out to Aileen Tulloch to get on schedule.

Tom Cavanagh moved to require all public bodies hold meetings in the Town Office, Town Hall, or Neighborhood Connections, seconded by James Ameden. . The motion passed , with Martha Dale opposed.

b. Approve 2nd Class Liquor License for Derry Downtown, Limited (Garden Market)

James Ameden moved to approve a 2nd Class Liquor License for Derry Downtown, Limited related to property located at 2116 North Main Street, seconded by Jim Fleming. The motion passed unanimously.

c. Cota and Cota Renewal Contract

The town received a renewal contract from Cota and Cota for fuel delivery to all 3 buildings. Aileen Tulloch asked if this should be bid out as the cost is over the \$5,000 threshold. As this is the longstanding supplier, it was agreed to sign for another year.

Tom Cavanagh moved to sign contract with Cota and for another year, seconded by Jim Fleming. The motion passed unanimously.

12. Adjourn

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

The meeting adjourned at 7:30 PM.

Respectfully Submitted,

Sally Hespe, Town Minute Taker

Approved

LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Cash Disbursements			
Salaries:			
Town Administrator	72,900		72,900
Admin Mitigation Project Coordinator	-		-
Town Clerk	60,000		60,000
Assistant Town Clerk	25,000		25,000
Town Treasurer	42,000		42,000
Listers	10,000		10,000
Town Assessor	68,000		68,000
Delinquent Tax Collector	15,000		15,000
Selectboard Stipends	6,300		6,300
Ballot Clerks	3,000		3,000
Short Term Rental Coordinator	45,000		45,000
Animal Control Officer	6,000		6,000
Recording Secretary for Boards	3,350		3,350
Records Digitization (Reimbursable)	2,000		2,000
Total Salaries:	358,550	0	358,550
Benefits Administration - FICA/MEDI			
Town Administrator	5,577		5,577
Admin Mitigation Project Coordinator	-		-
Town Clerk	4,590		4,590
Assistant Town Clerk	1,913		1,913
Town Treasurer	3,213		3,213
Listers	765		765
Town Assessor	5,202		5,202
Delinquent Tax Collector	1,148		1,148
Selectboard Stipends	482		482
Ballot Clerks	230		230
Short Term Rental Coordinator	3,443		3,443
Recording Secretary for Boards	256		256
Records Digitization (Reimbursable)	153		153
Benefits Administration - FICA/MEDI	26,971	0	26,971
Benefits Administration - VT Municipal Retirement			
Town Administrator	7,290		7,290
Town Clerk	3,300		3,300
Town Treasurer	3,135		3,135
Benefits Administration - Retirement	13,725	0	13,725
Benefits - Health Insurance			
Administration Health Insurance	68,000		68,000
Health Insurance Stipend	2,500		2,500
Administration HRA	9,000		9,000
Total Benefits - Health	79,500	0	79,500
Benefits - Workers Comp/Life & Disability Insurance			
Administration Workers Comp	1,000		1,000
Administration Life & Disability Insurance & Child Care T	2,800		2,800
Total Benefits - Workers Comp	3,800	0	3,800
Travel and Training & Cell Phone			
Town Administrator	2,500		2,500

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Town Clerk	750		750
Assistant Town Clerk	350		350
Town Treasurer	1,000		1,000
Listers	1,610		1,610
Selectboard	150		150
STR Travel & Cell phone			-
Total Travel and Training	6,360	0	6,360
Office Expenses			
Professional Auditors	10,000		10,000
Election Expense	2,000		2,000
Legal Expenses	10,000		10,000
Advertising	2,500		2,500
Office Supplies	4,500		4,500
Town Report Printing & Postage	5,000		5,000
Postage and Mailing	5,000		5,000
Recording Supplies	1,800		1,800
Town Mapping	2,750		2,750
GIS Mapping Online	2,080		2,080
Total Office Expenses	45,630	0	45,630
Computer/Copier			
Website	6,000		6,000
Copier	4,500		4,500
Software and Support	20,000		20,000
Computer Equipment	5,000		5,000
Total Computer/Copier	35,500	0	35,500
Other Administrative Expenses			
IDS Dog Tags	175		175
Windham County Tax	52,000		52,000
VLCT Dues	3,800		3,800
WRC Dues	5,118		5,118
Credit Card Expenses	500		500
Legal Service - Tax Sale	400		400
Listers Expenses	500		500
Misc. Administrative/Selectboard Misc.	7,500		7,500
Windham County Sheriff/Policing	57,000		57,000
Salary Adjustment	18,000	-4562	13,438
Total Other Administrative Expenses	144,993	-4562	140,431
Planning Commission			
Planning Commissioners Stipends	4,200		4,200
Planning Commission Training & Education	1,000		1,000
Water Supply and Wastewater Planning	100		100
Town Buildings Planning	1,000		1,000
Communications	3,000		3,000
Printing	500		500
Municipal Planning Grant Expense	3,000		3,000
Zoning Bylaw Implementation	1,000		1,000
Total Planning Commission	13,800	0	13,800

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Housing Committee			
Software/Printing and Mailing	5,750		5,750
Training and Education	500		500
Total Housing Committee	6,250	0	6,250
Development Review Board			
DRB Stipends	4,200		4,200
Zoning Administrator Salary	27,000		27,000
Zoning Administrator FICA/MEDI	2,066		2,066
Zoning Administrator - Child Care Tax	119		119
Zoning Administrator Workers Comp	125		125
Hearing Notices/Advertising	1,000		1,000
Printing	100		100
Travel & Training	400		400
GIS Maps/Misc.	2,080		2,080
Total Development Review Board	37,089	0	37,089
Electricity			
Street Lights - S. Londonderry	7,200		7,200
Street Lights - Londonderry	6,000		6,000
Town Office	3,000		3,000
Town Garage	2,800		2,800
Town Hall	900		900
Salt/Sand Shed - Prouty Property	500		500
Total Electricity	20,400	0	20,400
Town Office			
Repairs and Maintenance	6,000		6,000
Cleaning	6,240		6,240
Town Office Supplies	1,750		1,750
Fuel	4,500		4,500
Locks and Security	700		700
Internet	3,000		3,000
Telephone System	3,000		3,000
Total Town Office	25,190	0	25,190
Town Garages			
Repairs and Maintenance	3,000		3,000
Telephone & Internet	900		900
Fuel	4,500		4,500
Old Garage Upgrades	1,000		1,000
Total Town Garages	9,400	0	9,400
Town Hall			
Repairs and Maintenance	2,000		2,000
Telephone	800		800
Fuel	1,400		1,400
Total Town Hall	4,200	0	4,200

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Transfer Station			
Wages	52,900	1060	53,960
FICA/MEDI	4,047	81	4,128
Vt Municipal Retirement	2,735	-243	2,492
Health Insurance	14,000		14,000
HRA	1,500		1,500
Workers Comp Insurance & Life and Disability	4,500		4,500
Child Care Tax	255		255
Transfer Station Administration	5,383		5,383
Uniforms	250		250
Repairs and Maintenance	7,000		7,000
Electric Upgrade/Equipment	15,000		15,000
Portable Toilets	1,800		1,800
Telephone	750		750
Electricity	2,500		2,500
Fuel	2,000		2,000
Supplies and Misc./Vending Machine	3,500		3,500
Yard Maintenance	9,500		9,500
Backhoe Purchase Payment	34,159		34,159
Advertising	500		500
Contracted Hauling Fees	250,000		250,000
Backhoe Repairs/Purchase	2,000		2,000
Vehicle Insurance	700		700
Total Transfer Station	414,978	898	415,876
Recycling			
Wages	54,264	3266	57,530
FICA/MEDI	4,151	250	4,401
Vt Municipal Retirement	2,494	149	2,643
Health Insurance	6,000		6,000
HRA	1,500		1,500
Workers Comp Insurance & Life and Disability	4,600		4,600
Uniforms	250		250
Child Care Tax	239		239
Supplies and Misc.	1,000		1,000
Bailing Wire	-		-
Organics	17,000		17,000
Recycle Hauling	90,000		90,000
Advertising	500		500
Educational Publications	500		500
Total Recycling	182,498	3664	186,162
Hazardous Waste			
Wages	16,000		16,000
FICA/MEDI	1,224		1,224
Child Care Tax	70		70
Workers Comp Insurance	1,624		1,624
Travel & Training	2,000		2,000
Advertising	1,400		1,400
Supplies	200		200
Contractor	40,000		40,000
Membership Dues	850		850
Misc.	50		50
Total Hazardous Waste	63,418	0	63,418
Septage Spreading			
Groundwater Testing Services	7,000		7,000
Total Septage Spreading	7,000	0	7,000

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Town Parks			
Grounds Maint Employee	15,000		15,000
FICA/MEDI	1,148		1,148
Mountain Towns Rec Director	57,000		57,000
FICA/MEDI	4,361		4,361
Health Insurance	12,500		12,500
VMERS	3,135		3,135
Health Reimbursement Account	2,500		2,500
Workers Comp/Life & Disability Insurance	3,200		3,200
Operating Supplies	3,000		3,000
Contracted Services	23,000		23,000
Electricity	2,300		2,300
Infrastructure Maintenance	15,000		15,000
Tennis Court Maintenance	20,000		20,000
Portable Toilets	5,000		5,000
Total Town Parks	167,143	0	167,143
Insurance			
Liability	9,000		9,000
Property	17,000		17,000
Bond	3,500		3,500
Workers Comp	1,000		1,000
Unemployment	1,200		1,200
Employment Practices Liability	5,000		5,000
Total Insurance	36,700	0	36,700
Debt Service			
Fire Truck Installment Phoenix	50,000		50,000
John Deere Tractor Installment (ends fy 2026)	28,601		28,601
2020 International Installment (ends fy 2024)	31,386		31,386
Interest on John Deere Tractor	2,931		2,931
Interest on 2020 International	948		948
Total Debt Service	113,866	0	113,866
Total Dispatching	40,000	0	40,000
Conservation Commission			
Salaries	1,200		1,200
FICA/MEDI	92		92
Workers Comp	4		4
Child Care Tax	-		-
Expense Reimbursement	550		550
Association of Vermont Conservation	250		250
Water Testing	500		500
Public Meeting Costs	3,000		3,000
Mail Campaign	200		200
Conservation Projects	500		500
Total Conservation Commission	6,296	0	6,296

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Summer Roads			
Wages	100,000	30334	130,334
FICA/MEDI	7,650	2567	10,217
Vt Municipal Retirement	5,500	1342	6,842
Health Insurance	44,000	12060	56,060
HRA	7,300	2917	10,217
Child Care Tax			-
Workers Comp Insurance & Life and Disability	7,600		7,600
Uniforms	2,600		2,600
Travel & Meetings	800		800
Total Summer Roads	175,450	49220	224,670
Summer Highway Equipment Maint			
Tires	8,000		8,000
Highway Equipment Maint.	50,000		50,000
Vehicle Insurance	5,000		5,000
Total Summer Highway Equipment Maint	63,000	0	63,000
Summer Highway Construction			
Signs/Cones	5,000		5,000
Tree Removal	5,600		5,600
Bridge/Guardrails	7,500		7,500
Operating Supplies	7,500		7,500
Fuel	30,000		30,000
Gravel	75,000		75,000
Calcium Chloride	15,000		15,000
Equipment Purchase	40,000		40,000
Culverts	10,000		10,000
Better Roads Grant Expense	2,000		2,000
Highway Repairs (Storm Related)	4,000		4,000
Contracted Services	15,000		15,000
Total Summer Highway Construction	216,600	0	216,600
Winter Roads			
Wages	72,000	21666	93,666
Overtime	20,000	5625	25,625
FICA/MEDI	7,038	1833	8,871
Vt Municipal Retirement	5,060	958	6,018
Health Insurance	32,000	8615	40,615
HRA	5,250	2083	7,333
Child Care Tax	405		405
Workers Comp Insurance & Life and Disability	5,500		5,500
Uniforms	1,900		1,900
Travel & Meetings			-
Total Winter Roads	149,153	40780	189,933
Winter Highway Equipment Maint			
Tires	7,000		7,000
Highway Equipment Maint.	30,000		30,000
Tire Chains	6,000		6,000
Vehicle Insurance	3,500		3,500
Total Winter Highway Equipment Maint	46,500	0	46,500
Winter Highway Construction			
Operating Supplies	7,000		7,000
Fuel	25,000		25,000
Salt	150,000		150,000
Winter Sand	95,000		95,000
Total Winter Highway Construction	277,000	0	277,000

TOWN OF LONDONDERRY STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Account Name	FY25 APPROVED	FY25 ADJUSTMENTS	FY25 AS ADJUSTED
Emergency Management			
Emergency Management	1,000		1,000
Total Emergency Management	1,000		1000
Total Beautification Committee	4,000		4000
Total Budgeted Expenses	2,795,960	90000	2,885,960
Excess/(Deficiency) of Cash Receipts over Cash Disbursements/ (TAXES NEEDED TO BE RAISED BEFORE APPROPRIATIONS	(1,767,700)	-90000	(1,857,700)
Appropriations			
American Red Cross	500		500
Champion Fire Company #5	20,000		20,000
Flood Brook Athletic Association	-		-
Friends of the West River Trail	1,000		1,000
Grace Cottage Foundation	1,000		1,000
Greater Northshire Access TV	2,000		2,000
Green Mountain RSVP	415		415
Green Up Vermont	100		100
Healthcare & Rehabilitation Services	1,513		1,513
Londonderry 4th of July	1,500		1,500
Londonderry Conservation Fund	500		500
Londonderry Historical Society	1,000		1,000
Londonderry Volunteer Rescue Squad	15,750		15,750
Mountain Valley Health Council	5,000		5,000
West River Montessori School	-		-
SVEDS	5,307		5,307
Senior Solutions	970		970
SEVCA	1,700		1,700
Londonderry Transport (Neighborhood Connections)	11,600		11,600
Phoenix Fire Company #6	20,000		20,000
Southeast VT Watershed Alliance	-		-
The Collaborative	1,000		1,000
Safe Place	-		-
Valley Cares	2,742		2,742
Visting Nurse Association	7,000		7,000
Vermont Rural Fire Protection	100		100
My Community Nurse	2,500		2,500
Windham County Historical Society	-		-
Windham County Humane Society	450		450
Windham County Youth Services	315		315
Womans Freedom Center	800		800
South Londonderry Library	15,000		15,000
Neighborhood Connections	6,000		6,000
Total Appropriations	125,762	0	125,762.00
Economic Improvement Reserve Fund	5,000		5,000.00
Emerald Ash Borer Removal Reserve Fund	3,000		3,000.00
Transfer to Highway Equipment Fund	100,000		100,000.00
Williams Dam Engineering	-		-
Transfer to Infrastructure Fund	100,000		100,000.00
Highway Hire	90,000	-90000	-
Transfer to Highway Improvement Fund	300,000		300,000.00
Total Cash Disbursements	3,519,722	0	3,519,722
Excess/(Deficiency) of Cash Receipts over Cash Disbursements	\$ (2,491,462)	0	\$ (2,491,462)
Taxes Needed to Balance with Appropriations	\$ (2,491,462)	0	\$ (2,491,462)

Londonderry, VT Short-Term Rental annual registration fees,
July 1, 2025 – June 30, 2026

Unhosted rentals:

Base fee (includes one-bedroom): \$250

Each additional bedroom, or space furnished for sleeping: \$250/room

Total Fees:

1br = \$250

2br = \$500

3br = \$750

4br = \$1000

5br = \$1250

6br = \$1500

7br = \$1750

8br = \$2000

9br = \$2250

10br = \$2500 ...

Hosted rentals:

Base fee (includes all bedroom counts): \$150

Total Fee: \$150

WARNING FOR A LONDONDERRY SPECIAL TOWN MEETING

The legal voters of the Town of Londonderry, Vermont, are hereby notified and warned to meet at the Town Hall, 139 Middletown Road, South Londonderry in Londonderry, on Saturday, July 19, 2025, at 9:30 A.M. for a Special Town Meeting to transact the following business from the floor:

Beginning at 9:30 a.m., the following business will be transacted from the floor:

ARTICLE 1: To elect the following officer:

- Lister for the remainder of a 3-year term which will expire on Town Meeting Day, March 3, 2026.

ARTICLE 2: Shall the Town of Londonderry vote to disapprove the AMENDMENTS, adopted by the Selectboard on April 21, 2025, to the Town of Londonderry ORDINANCE TO REGULATE THE OPERATION OF SHORT-TERM RENTALS?

Selectboard of the Town of Londonderry

Thomas Cavanagh, Chair	James Ameden Jr, Vice Chair
Taylor Prouty	Jim Fleming
Martha Dale	

Received for the record this _____ day of June 2025

_____ Allison Marino, Town Clerk

Notice to Londonderry Voters

BEFORE MEETING DAY:
CHECKLIST POSTED at Clerks Office by June 19, 2025. If your name is not on the checklist, then you must register to vote.

HOW TO REGISTER TO VOTE: There is no deadline to register to vote. You will be able to register to vote on the day of the election. You can register prior by visiting the town clerk's office or going online to olvr.vermont.gov.

ON MEETING DAY: If your name was dropped from the checklist in error, or has not been added even though you submitted a timely application for addition to the checklist, you can fill out a new registration form. (! If the clerk or Board of Civil Authority does not add your name, you can appeal the decision to a superior court judge, who will settle the matter. Call the Secretary of State's Office at 1-800-439-VOTE (439-8683) for more information!)

If you are a first time voter who submitted your application to the checklist individually by mail and did not submit the required document, you must provide a current and valid photo identification, or a bank statement, utility bill, or government document that contains your name/current address.

If you have any questions or need assistance in regards to this meeting, ask your town clerk or any election official for help.

NO PERSON SHALL:

- ! Vote more than once per election, either in the same town or in different towns.
- ! Mislead the board of civil authority about your own or another person's true residency or other eligibility to vote.
- ! Hinder or impede a voter going into or from the polling place.
- ! Socialize in a manner that could disturb other voters in the polling place.
- ! Offer bribe, threaten or exercise undue influence to dictate or control the vote of another person.

FOR HELP OR INFORMATION: Call the Town Clerk at 802 824 3356 ext 101 or Secretary of State's Office at 1-800-439-VOTE (439-8683). (Accessible by TDD)

TOWN OF LONDONDERRY

NOTICE OF VACANCY

May 05, 2025

In accordance with 24 V.S.A. § 961(a), the Selectboard of the Town of Londonderry hereby gives notice of a vacancy created by a lack of candidates at its Annual Town Meeting for the office of Lister effective March 4, 2025.

The Selectboard, pursuant to 24 V.S.A. § 963, appointed **Marge Fish** to fill this vacancy at its duly warned regular meeting on May 05, 2025. The appointee will serve until a town election is had.

CITIZENS' RIGHT TO PETITION FOR VOTE: Titles 17 V.S.A. § 2643 and 24 V.S.A. § 963 grant citizens the right to petition for a vote to replace the Selectboard's appointee at a special town meeting. If a special town meeting is called, the newly elected town officer will remain in office for the balance of the unexpired term. If a special town meeting is not called, the Selectboard's appointee will remain in office until the next annual town meeting.

To exercise this right, citizens must present a petition calling for an election for this office signed by five percent of the legal voters of the Town to the Town Clerk prior to the next annual Town Meeting.

ADDITIONAL INFORMATION pertaining to this notice and its contents may be obtained by contacting Aileen Tulloch, Town Administrator during normal office hours.

Dated this __5__ day of __May_____, 2025.



Tom Cavanagh
Selectboard Chair

Petition of Legal Voters of the Town of Londonderry Vermont

Appeal of the Amendment dated April 21st, 2025 (effective July 1, 2025) to the ORDINANCE TO REGULATE THE OPERATION OF SHORT-TERM RENTALS - Town of Londonderry, Vermont Adopted December 19, 2023 (effective February 17, 2024)

Printed Name/ Address	Voter Signature	
✓ Charlie Cave 88 Derry Woods E. P.O. Box 117 05148		✓
✓ Marykate Gray 1054 Little Pond Londonderry	M. G.	✓
✓ Martha Jordan 3 Hilltop Rd S. Londonderry	M. Jordan	✓
✓ Donna Korpi 3590 VT Rte 100 Sola	Donna L Korpi	✓
✓ LAM BRUSO 144 Sherwood Fst		✓
✓ JOE WRIGAT Taylor Farm	Joe Wrigat	✓
✓ DENNIS RANS - Thompsonburg, VT		✓
✓ Tad Kusler Old School St	Tad Kusler	✓
✓ Jeff Smith 97 Winhall St	Jeff Smith	✓
✓ Daniel Casser 208 Oldby Brook	D. Casser	✓
✓ Jeff Kelly 324 Charles R	Jeff Kelly	✓
✓ Jeff Thompson 8 Melendy Hill Rd	Jeff Thompson	✓
✓ Jasmine McMahon 1980 Winhall Rd.	Jasmine McMahon	✓
✓ Eryn Ryan Sherwood Forest		✓
✓ Nathan Charles 705 Bailey Rd	Nathan Charles	✓
✓ Tyler Fisher 2418 VT Rte 11		✓
✓ Joel Jordan 3 Hilltop Road		✓

Petition of Legal Voters of the Town of Londonderry Vermont

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Printed Name/ Address	Voter Signature	Zo
JACK CITERA 80 COBURNS WAY LONDONDERRY VT		✓
JESSICA CITERA 80 COBURNS WAY LONDONDERRY VT		✓
Heidi Mann 16 Rowley Circle S. Londonderry, VT		✓
Ethan Bender 124 Vacation Lodge Rd		✓
KELLY CITERA 80 COBURNS WAY LONDONDERRY VT		✓
Dan McKenna 1795 Middletown Rd Londonderry VT 05448		✓
Gretchen Rothstein 1104 S. Derry 05448		✓
Hailey Bender 124 Vacation Lodge Rd		✓
AMY WRIGLEY 89 Derrywoods Londonderry VT		✓
Margaret O'Neil 119 Adams		✓
Amanda Fusco 1561 Rt 11 Londonderry		✓
ALAN MANN 16 ROWLEY CIRCLE S. LONDONDERRY VT		✓
GEORGE MORA 4427 Rt. 100 S. LONDONDERRY VT		✓
Katherine Palmer		X
FOREST UTRAC 545 MAIN St		✓
JEANIE Forbes Green Mt. Trail 169		✓
MAURA MILLER MIDDLETOWN RD. LONDONDERRY		✓
DAVID FORBES 169 Green Mt. trail		✓
Courtney Milliken 187 Tallwood Circle		✓
LES VECTE 113 BEECH		✓
Adam Cooley 4323 Rt. 11		✓

Petition of Legal Voters of the Town of Londonderry Vermont

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Printed Name/ Address

Voter Signature

Ashley Bender 124 Vacation lodges Rd Londonderry, VT

JOE CITERA 80 Coburns Way Londonderry

Justin Gibbs 124 VT-11 Londonderry

Alexander Wasylko 196 Old Samill Rd. Londonderry

Barthley Thomas 80 Coburns Way Londonderry

Rebecca Skandera 5821 VT Rt 100 Londonderry

Nicholas Perlmutter 3821 VT-100 Londonderry

Kate Ziegler 162 Sherman St Londonderry

ERICA BOBBE 219 Lowell Lake Rd Londonderry

MARK DIPIORRO 219 Lowell Lake Rd Londonderry

Ginny Merrill 237 Lowell Lake Rd Londonderry

Jeff Merrill 237 Lowell Lake Rd Londonderry, VT

Rich Wasylko 196 Old Samill Londonderry, VT

Rayana Lane 26 Old Samill Rd.

Joseph Hillel 26 Old Samill Rd

Nicole Morisy 41 Old Samill

Carroll Pare 33 Masthead Lane

Mary J Bailey 599 Lowell Lake Rd Londonderry

Michael Bailey 599 Lowell Lake Michael BAILEY

Ashley Bender

Joe Citera

Justin Gibbs

Alexander Wasylko

Barthley Thomas

Rebecca Skandera

Nicholas Perlmutter

Kate Ziegler

ERICA BOBBE

MARK DIPIORRO

Ginny Merrill

Jeff Merrill

Rich Wasylko

Rayana Lane

Joseph Hillel

Nicole Morisy

Carroll Pare

Mary J Bailey

Michael Bailey

Petition of Legal Voters of the Town of Londonderry Vermont

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Printed Name/ Address

Voter Signature

Traci Rose 1141 Merrills Ln Londonderry

JOSEPH MCCAFFREY 141 MERRILLS

Matthew Donohue 838 Landgrove Rd.

Brendin Sneyd 5611 Rt 11 Londonderry VT

GARY LONGLEY 448 MAIN

Jakob Crossman 6158 Rt 11

Christopher B. Eastlake P.O. Box 238 Londonderry VT

Dorene Groat Noene Groat

Traci Rose

JOE MCCAFFREY

Matthew Donohue

Brendin Sneyd

GARY LONGLEY

Jakob Crossman

Chris Eastlake

Dorene Groat Noene Groat

Petition of Legal Voters of the Town of Londonderry Vermont

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Printed Name/ Address

HUZON ACEVANI SR 509 T4 100
Ryan Blanchard 58 Cliff Lane
Levi Dryden Winhall Station

Voter Signature

[Signature]
[Signature]
Levi Dryden

Petition of Legal Voters of the Town of Londonderry Vermont

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Printed Name/ Address

Voter Signature

Devin Alberti | 79 Lowell Lake Road
Londonderry, VT 05148

Devin Alberti

Alex Alberti 79 Lowell Lake Rd
Londonderry, VT

Alex Alberti

Dan Tobin 63 Eves Dr
Londonderry, VT 05148

Dan J Tobin

Tiffany Tobin 63 Eves Dr.
Londonderry, VT

Tiffany Tobin

Amelia Tobin 63 Eves Dr
Londonderry, VT

Amelia Tobin

Karen Raelson 2040 Middletown Rd
Londonderry

Karen Raelson

SALLY FORBES 167 GREEN MT. TRAIL
LONDONDERRY

Sally Forbes

ROBERT FORBES 167 GREEN MT. TRAIL
LONDONDERRY

Robert Forbes

Appeal of the Amendment dated April 21st, 2025 (effective July 1, 2025) to the ORDINANCE TO REGULATE THE OPERATION OF SHORT-TERM RENTALS - Town of Londonderry, Vermont Adopted December 19, 2023 (effective February 17, 2024)

Very much over

Petition of Legal Voters of the Town of Londonderry Vermont

Appeal of the Amendment dated April 21st, 2025 (effective July 1, 2025) to the ORDINANCE TO REGULATE THE OPERATION OF SHORT-TERM RENTALS - Town of Londonderry, Vermont Adopted December 19, 2023 (effective February 17, 2024)

Printed Name/ Address	Voter Signature	Date
✓ Terry Hill 316 Main Dr S. Londonderry	Terry Hill	5/15/25
✓ CAROL DRYDEN 140100 Wm 05/55 S. Londonderry 1105/20	Carol Dryden	
✓ Levi Dryden 105 Winhall Station Rd	Levi Dryden	
✓ Christina Dryden 105 Winhall Station S. Londonderry	Christina Dryden	
✓ Bob Malsey 3222 VT Rt 100 S. Londonderry	Bob Malsey	5/22/25
✓ Claudia Dekanu 3222 Rt 100	Claudia Dekanu	
✓ Nicole Szigeti 157 Old Sawmill Rd.	Nicole Szigeti	
✓ DEREK SZIGETI 157 OLD SAWMILL RD	Derek Szigeti	
✓ Bob Ray 3065 Thompsonburg Rd	Bob Ray	
✓ Kim Ray 11 113065 Thompsonburg Rd.	Kim Ray	6/2/2025
✓ Kate Smilko 38 Mauric Lane	Kate Smilko	
✓ IFF FERGUSON 4404 ROUTE 100	Iff Ferguson	
✓ Armin Bischofberger	Armin Bischofberger	6-2-2025
✓ Donna Bischofberger	Donna Bischofberger	
✓ Darcy Duval 17 Main St S. Londonderry	Darcy Duval	
✓ Michael Goodbody 17 Main St S. Londonderry	Michael Goodbody	
✓ Lavinia Brown 190 Guinness Dr S. Londonderry	Lavinia Brown	

ORDINANCE TO REGULATE THE OPERATION OF SHORT-TERM RENTALS

Town of Londonderry, Vermont Adopted December 19, 2023 (effective February 17, 2024)
Amended March 25, 2023 (effective May 24, 2024);
Amended June 3, 2024 (effective August 2, 2024);
Amended April 21, 2025 (effective July 1, 2025)

ARTICLE 1. AUTHORITY. Under authority granted in 24 V.S.A. § 2291(29) and 24 V.S.A. § 1971 et seq., and other such general enactments as may be material hereto, it is hereby ordained by the Selectboard of the Town of Londonderry that the following civil ordinance requiring the annual registration of all short-term rentals operating within the town (which may also be referred to as the "Short-Term Rental Ordinance") is adopted for the Town of Londonderry, Vermont.

ARTICLE 2. PURPOSE. The purpose of this Ordinance is to promote and protect the public health, safety, welfare, and convenience of the town, to preserve residents' rights to quiet enjoyment of homes and properties, and to ensure the safety of occupants of short-term rentals. The Londonderry Selectboard hereby find that unregulated short term (i.e., less than 30 day) transient occupancy of dwelling units in residential neighborhoods presents a threat to the public welfare relating to compatibility with residential uses and preservation of the character of the neighborhoods in which they are located, and to the availability of housing stock in the town. Unregulated short-term rentals have negative secondary effects on residential areas, with such areas experiencing heightened adverse impacts from parking, garbage, noise and outdoor/nighttime activities. These negative effects, when left unchecked, injure and degrade the community as a whole and constitute a public nuisance. The purposes of this Ordinance are: (a) to balance the desire of property owners to rent their residential properties to short term rental guests for compensation against the desire of residents to preserve the traditional peace and quiet of their residential neighborhoods; (b) to preserve and protect residential neighborhood character and livability from the nuisance impacts that are often associated with short term rentals; (c) to limit or prevent the loss of available housing stock for long term rentals or for purchase by those who wish to reside in Londonderry from being replaced with short term rentals; (d) to ensure the safety of occupants of short term rentals and the well-being of the community; and (e) to promote the public health, safety and welfare of the Town, its residents and visitors.

ARTICLE 3. DEFINITIONS.

A. “Owner” means a person who holds title to the property on which a short-term rental is operated. The Owner/person shall be defined as an individual, a married couple, one or more family members living in the same household, a corporation, a partnership, or Limited Liability Company (“LLC”) or other LLCs with overlapping members, which in all cases shall be deemed an Owner, but which shall exclude from the definition any tenant or lessee of a lease.

B. “Short-term rental” or “STR” means a dwelling unit rented to the transient, traveling, or vacationing public for periods of fewer than 30 consecutive days and for more than 14 days per calendar year, and is either:

1. “Hosted” meaning a room or group of rooms located within an Owner’s primary residence (a Homestead) or an accessory dwelling or cabin on the premises of the Owner’s primary residence; or,
2. “Unhosted” meaning a furnished house, condominium, apartment, or an accessory dwelling or cabin that is not the Owner’s primary residence (not a Homestead) or located on the premises or property of the Owner’s primary residence.

C. “Dwelling unit” means a room or rooms connected together containing cooking, sanitary and sleeping facilities that constitute a separate, independent housekeeping establishment. It shall include prefabricated modular units and mobile homes, but shall not include a motel, boarding house, shelter or similar structure.

D. “STR Administrator” means a person or persons designated by the Selectboard of the Town of Londonderry to administer and enforce this Ordinance.

E. “Bed and Breakfast”, “Boarding House”, “Motel” and “Inn” shall have the same definitions as contained in the Town of Londonderry Zoning Bylaw as amended from time to time. This Short-Term Rental Ordinance shall not apply to Bed and Breakfasts, Boarding Houses, Motels and Inns which have zoning permits issued pursuant to the Town of Londonderry Zoning Bylaw and Ordinance.

F. “Lot” means a parcel of land undivided by any street or road, and occupied or to be occupied by only one primary structure or principal use and the accessory buildings or uses customarily incidental to such structures or uses. A lot shall be of sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yard and other open spaces as are herein required. Such lot shall have frontage on an improved

public street, or other means of access approved by the Planning Commission. In no case shall the division or combination of land result in the creation of a parcel which does not meet the requirements of this Bylaw.

G. “Rental Arbitrage” is the practice of a long-term lease-holder converting the leased property into a short-term rental, for the purpose of the income that results from the difference between the two rental rates: a form of subletting a leased property by a lessee.

H. “Knox Box” means is a small, secure holder for a house key, used by firefighters and/or emergency medical personnel to access a residence in the event of an emergency when the residence is unoccupied, or its occupants are unable to open the residence to First Responders.

ARTICLE 4. SHORT TERM RENTAL REGISTRATION.

A. The short-term rental of a dwelling unit requires the annual issuance of a Short-Term Rental Registration from the STR Administrator. A person shall not commence the use of a dwelling unit as a short-term rental unless and until the STR Administrator issues the requisite Short Term Rental Registration.

B. Any application made by a person other than a single individual must detail the other members of any Corporation, LLC, or Partnership (“Common Ownership”), and any out- of state entity must provide a valid and current copy of the articles of organization for the entity.

C. All STRs must be rented via an STR rental platform to satisfy any reporting requirements and the payment of any municipal, state and federal taxes.

D. STR registrations may be issued for one STR unit on a property, provided:

1. An Owner who has more than one Unhosted property currently registered and who is in good standing with the Town of Londonderry at the time of the enactment of this amended section shall be entitled to renew the pre-existing STR licenses for so long as the Owner is the record Owner of the Property and so long as the Owner meets all other requirements of this Ordinance. Such pre-existing, nonconforming status shall automatically cease upon any failure to continue to register the Property or upon any conveyance of the Property; and

2. An Unhosted property may not be registered as an STR within one calendar year of its transfer to a new Owner; and

3. An Unhosted property being registered for the first time shall not exceed the maximum permitted 50 STR rental days within any calendar year.

E. The dwelling unit overnight capacity of a short-term rental shall be a maximum of two occupants for every bedroom indicated in the Town Listers property database for the dwelling unit, plus an additional two occupants. For example, a three-bedroom dwelling unit shall have a dwelling unit capacity of eight persons $((3 \text{ bedrooms} \times 2) + 2)$ when used as a short-term rental. An Owner shall not advertise or permit occupancy by more than the capacity set forth in this section.

F. The number of persons present at an STR property between the hours of 10pm and 7am cannot exceed the overnight capacity, plus 2 visitors. (No parties or events). For example, a three-bedroom STR cannot have more than 10 people on the property during these hours.

G. A Knox Box shall be installed at any Short-term rental property with an automatic fire alarm system. Whether the automatic fire alarm is required by Fire Safety code or not, a Knox Box will be available for use in an emergency by the Londonderry and South Londonderry Fire Companies.

H. Rental Arbitrage is not permitted in Londonderry. No long-term lessee or tenant may receive a short-term rental license or engage in short-term subletting; only a property owner can be granted a short-term rental license.

I. An Owner shall provide the following information in an application for Short-Term Rental Registration for dwelling units with an occupancy of 8 or less, on a form provided by the Town:

1. The number of bedrooms to be rented and the requested dwelling unit capacity to be approved in the Short-Term Rental Registration.

2. The Owner's name, mailing address, email, and a cell phone number or other number (such as a property management company) that will be answered 24 hours a day during the time that the short-term rental unit is being rented.

3. The property Owner's name, address, phone number, email, date of birth, driver's license and license state, and military status (active or not), and if the owner is a corporation, the registered corporate agent and president of the corporation and their name and address, and if the owner is a partnership, the registered partnership agent and the names and addresses of the general partners (information that is needed to enforce a municipal complaint before the Vermont Judicial Bureau).

4. Property owners who are not in residence at the property the entire time it is being rented shall designate and provide the name and contact information of a designated agent

located in Windsor, Bennington or Windham Counties who shall be responsible for responding to emergency situations occurring at the Short-term rental dwelling unit.

5. The Posting of Contact Information required by 18 V.S.A. § 4467 within the short-term rental dwelling unit.

6. The education materials required by 18 V.S.A. § 4468(a), including without limitation the self-certification form pertaining to health and safety precautions that Owners must take into consideration prior to renting a dwelling unit required by 18 V.S.A. § 4468(b).

7. Confirmation of commercial liability insurance, with proper notification of short-term rental activity to that insurer of not less than \$1,000,000 per occurrence to cover each short-term rental unit, unless such short-term rental is offered through a hosting platform that maintains equal or greater coverage, and that the liability insurance policy that covers the dwelling unit extends bodily injury and property damage insurance coverage that occurs during or as a result of the use of the dwelling unit as a short-term rental.

8. Proof, satisfactory to the Town, that the Owner has obtained and performed all necessary licensing and registrations with the State of Vermont Department of Health, Division of Fire Safety and Department of Taxes necessary to operate a Short-term rental. A short-term rental is a "public building" as defined by 20 V.S.A. § 2730, subject to inspection and regulation by the Vermont Division of Fire Safety.

9. Proof, satisfactory to the Town, that every sleeping space in the registered STR contains a secondary means of escape (egress) with measurements meeting code defined by VT Fire and Building Safety Code, and that all photoelectric smoke detectors and CO detectors in the registered rental are operational and within their expiration date.

10. Annually, beginning with the first renewal of said registration, the Owner shall file with the Town an accounting/printout of the total number of days the property was rented on a short-term basis during the previous year. Failure to submit said accounting/printout will result in the renewal registration being denied.

J. An application for Short-Term Rental Registration, for dwelling units with a capacity of greater than 8 occupants, shall require compliance with subsection I above, plus the following:

1. Confirmation that the septic capacity is at least equal to the requested short-term rental dwelling unit capacity. This shall be evidenced by a) a valid State of Vermont Wastewater and Water Supply Permit for the property for dwelling units or wastewater and water supply systems constructed, modified or occupied after June 30, 2007, OR, b) a local

zoning or septic permit for dwelling units constructed before July 1, 2007 indicating the number of bedrooms permitted, OR, c) by the number of bedrooms indicated in the listers property database if a local zoning or septic permit does not exist for dwelling units constructed before July 1, 2007.

2. An inspection report, showing satisfactory inspection results for the most recent inspection, with occupancy approved from the State of Vermont Division of Fire Safety for the requested short-term rental dwelling unit capacity.

K. No registration for the short-term rental of a dwelling unit shall be issued unless the applicant has complied with subsection I above (for dwelling units with an occupancy of 8 or less) or has complied with subsection J above (for dwelling units with a capacity of greater than 8 occupants).

L. Short-Term Rental Registrations shall expire on June 30 of each year and require renewal to continue use of a dwelling unit as a short-term rental. In the event that a property for which a Short-Term Rental Registration has been filed is transferred or conveyed to a new property owner, the new Owner shall file a new application for a new Short Term Rental registration subject to Article 4 (D) above.

M. The number of lessees, guests, or other persons using a dwelling unit pursuant to the short-term rental lease or other agreement with the Owner shall not exceed the approved dwelling unit capacity on the Short-Term Rental Registration.

N. Disposal: Recycling, Food Waste, Ash and Coals, Trash.

An STR owner shall provide for the separation and disposal of trash, food waste, and recyclable material utilizing secure, bear-proof receptacles, and shall provide one or more adequate metal containers for disposal of ash and coals if there is a fireplace, fire pit, wood burning stove, wood or charcoal grill, or other source of ash or coals at the short-term rental. The owner is responsible for the timely removal of these items, in accordance with Vermont State Law (10 V.S.A. § 6621a).

ARTICLE 5. LICENSE FEES. A fee for a License shall be paid to the Town of Londonderry with the submission of any Short-Term Rental Registration application or annual renewal, regardless of date of registration. The fee shall be in an amount as determined by the Selectboard which may, from time to time, modify this fee and may establish and adopt other fees related to the administration and enforcement of this Ordinance, and may incorporate all such fees into a duly adopted fee schedule.

ARTICLE 6. RESERVED.

ARTICLE 7. ENFORCEMENT. A short-term rental shall be made available by the owner for inspection within one week of a request by the STR Administrator. Any person who violates a provision of this Ordinance shall be subject to a civil penalty of up to \$800 per day for each day that a violation continues. Each day the violation continues shall constitute a separate offense. The STR Administrator and the Londonderry Zoning Administrator, along with the Selectboard and Town Administrator, shall all be designated and authorized to act as Issuing Municipal Officials to issue and pursue complaints before the Judicial Bureau, or other court having jurisdiction.

ARTICLE 8. WAIVER FEES. An Issuing Municipal Official is authorized to recover waiver fees, in lieu of a civil penalty, in the following amount, for any person who declines to contest a municipal complaint and pays the waiver fee:

	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
Waiver fee for advertising a property for short-term rent (online or offline) without first having obtained a permit or complying with local listing requirements.	\$125 per day	\$250 per day	\$500 per day	\$650 per day plus revocation for 12 months before a new STR registration application may be submitted. The revocation can be appealed.
Waiver fee for all other violations.	\$150 per day	\$350 per day	\$600 per day	

Offenses for the purpose of calculating waiver fees shall be counted on a twelve-month basis, beginning on July 1 and ending on June 30 of each year. An Issuing Municipal Official shall have authority to issue a written warning, without recovering a waiver fee, for any First Offense violation. In such instance, the written warning shall be counted as a First Offense for calculating annual offenses.

ARTICLE 9. PENALTIES. An Issuing Municipal Official is authorized to recover civil penalties in the following amounts for each violation:

	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
Fine for advertising a property for short-term rent (online or offline) without first having obtained a permit or complying with local listing requirements.	\$200 per day	\$400 per day	\$650 per day	\$800 per day plus revocation for 12 months before a new STR registration application may be submitted. The revocation can be appealed.
Fine for all other violations.	\$250 per day	\$500 per day	\$750 per day	

Offenses for the purpose of calculating penalties shall be counted on a twelve-month basis, beginning on May 1 and ending on April 30 of each year. An Issuing Municipal Official shall have authority to issue a written warning, without recovering a civil penalty, for any First Offense violation. In such instance, the written warning shall be counted as a First Offense for calculating annual offenses. Failure to timely pay a penalty upon entry of judgment under 24 V.S.A. § 1981 shall result in the automatic suspension until paid of any approved Short-term rental registration(s) registered to the person against whom the civil judgment has been entered including registrations for any other Short-term dwelling units owned or operated by the person and located within Londonderry.

The fees associated with serving a property owner with a Short-Term Rental Ordinance non-compliance violation will be borne by the ticketed party, unless the ticketed party is found by the Vermont Court not to be in violation of the Ordinance or subject to it.

ARTICLE 10. OTHER RELIEF. In addition to the enforcement procedures available under Chapter 59 of Title 24, the Londonderry Town Administrator is authorized to commence civil action in the Civil Division of the Vermont Superior Court to obtain injunctive and other appropriate relief, to request revocation or suspension of any Short-Term Rental Registration on behalf of the Londonderry Selectboard, or to pursue any other remedy authorized by law.

ARTICLE 11. OTHER AUTHORITIES NOT PREEMPTED. This Ordinance is not intended to preempt or be exclusive with regard to any other permitting or regulatory law or authorities that pertain to the ownership, operation, management or use of property or dwelling units engaged in Short-term rentals.

ARTICLE 12. SEVERABILITY. The provisions of this ordinance are declared to be severable and if any provisions hereof be adjudged invalid such judgement shall not affect the validity of any other provisions.

ARTICLE 13. DESIGNATION. This ordinance is hereby designated as a civil ordinance pursuant to Title 24, Vermont Statutes Annotated Section 1971(b), and may be referred to as the Short-Term Rental Ordinance and in a prosecution hereunder a copy of such ordinance, certified by the Londonderry Town Clerk shall be prima facie evidence thereof. An allegation that the act constituting the offense charged is contrary to a specified provision of this ordinance shall be a sufficient reference hereto.

ARTICLE 14. PUBLICATION AND POSTING. This Ordinance and any subsequent amendment of this ordinance, or a concise summary thereof, shall be published in a newspaper of general circulation in Londonderry, within fourteen (14) days of its adoption, and shall be filed with the Town Clerk and posted at five (5) conspicuous places within the community.

ARTICLE 15. RIGHT OF PETITION. Notice is hereby given of the right to petition for a permissive referendum vote on this ordinance at an annual or special meeting as provided for in 24 V.S.A. § 1973. Such petition for a permissive referendum must be signed by not less than five (5) percent of the qualified voters of the Town of Londonderry and shall be presented to the Selectboard or the Town Clerk within forty-four (44) days following the date of adoption.

ARTICLE 16. EFFECTIVE DATE. Unless a petition is filed in accordance with 24 V.S.A. § 1973, the Ordinance shall become effective sixty (60) days after its adoption. However, the Short-Term Rental registration requirements under Article 4 shall not take effect until July 1, 2025, though registration applications may be accepted by the STR Administrator beginning May 1, 2025.

* * *

Issued	Fname	Lname	Email	Phone	Animal	Breed	Sex	Color	Street	City	State	Zip
4/1/21	ASHLEY	BARTA		702 606 5194	ROGER	GER. SHORT H POINT	M	BROWN/ WHITE	PO BOX 907	S LONDONDERRY	VT	05155
2/26/24	TAYLOR	BARTON		802-824-9860	LADY	GOLDEN DOODLE	F	BLACK	PO BOX 425	LONDONDERRY	VT	05148
5/3/24	MARY	BEGGS		802-856-7567	DUSTY MILLER	GOLDEN DOODLE	M	GOLDEN	PO BOX 607	LONDONDERRY	VT	05148
5/3/24	MARY	BEGGS		802 856 7567	JASPER REX	COCK-A-POO	M	YELLOW	PO BOX 607	LONDONDERRY	VT	05148
3/9/23	ASHLEY	BENDER		413 348 2559	MAGGIE	WHIPPET - TERRIER	F	BRINDLE	124 VACATION LODGE ROAD	LONDONDERRY	VT	05148
6/14/23	MERIDYTH	BILLS	meridyth.burbank@gmail.com	802-558-7783	CHLOE	MIXED BREED	F	BLACK & BROWN	PO BOX 434	LONDONDERRY	VT	05148
3/10/23	ROSE	BILLS		802 824 4106	BJ	LAB RET	F	BLACK	2870 RT 11	LONDONDERRY	VT	05148
3/30/23	ANTHONY	BOSTON		802 770 4949	PEARL	PUG	F	TAN	PO BOX 573	LONDONDERRY	VT	05148
7/23/24	ANTHONY	BOSTON		802 770 4949	SADIE	BOXER MIX	F	RED AND WHITE	PO BOX 573	LONDONDERRY	VT	05148
2/26/24	STEVE	BROWN		802 824 9641	TOBY	LAB RET	M	BLACK	PO BOX 25	LONDONDERRY	VT	05148
4/1/21	JESSICA	BURBANK		802 558 5609	ELSA	SCHNAUZER MIX	F	TAN	PO BOX 295	LONDONDERRY	VT	05148
5/5/22	LINDSAY	CHAMBEAU	LCHAMBEAU@GMAIL.COM	732-674-3944	FERN	RED BONE	F	RED	119 MAGOON ROAD	S. LONDONDERRY	VT	05155
4/1/21	JENNIFER	CICCONE		802 824 4187	BENELLI	PIT BULL TERR	F	BROWN	376 TALLWOOD CIRCLE	LONDONDERRY	VT	05148
4/1/21	JENNIFER	CICCONE		802 824 4187	REMI	CATAHOOLA	F	BLACK & TAN	376 TALLWOOD CIRCLE	LONDONDERRY	VT	05148
3/29/24	JOHANNA	DAVIS		8028567 631	PHINEAU S	KING CHARLES SPANIEL	M	BROWN & WHITE	646 MAGIC CIRCLE	LONDONDERRY	VT	05148
3/25/24	LEVI & CHRISTINA	DRYDEN		802 824 3553	LUCY	LAB	F	CHOCOLATE	165 WINHALL STATION ROAD	S. LONDONDERRY	VT	05155
1/31/23	SAMUEL	EISENHAUR		714-423-0079	VERA	HUSKEY X	F	BLACK	603 MELENDY HILL RD	SO. LONDONDERRY	VT	05155
4/2/24	LEE	FERGUSON		802 824-3506	ZIGGY	BLUE HEELER	M	BLACK & WHITE	PO BOX 275	S. LONDONDERRY	VT	05155
3/30/23	NICOLE	FILLION	fillion29@hotmail.com	802 558 0397	CEDAR	JACK RUSSELL TERRIER	M	WHITE-TAN	PO BOX 519	LONDONDERRY	VT	05148
11/8/22	KEVIN	FLANAGAN		802-362-5056	CARL		F	BLACK & TAN	309 SHERWOOD FOREST	LONDONDERRY	VT	05148
5/28/24	DEBBIE	FLETCHER		2072279 168	Cash	SHIH TZU	M	BLACK	169 SMITH HAVEN	S LONDONDERRY	VT	05155

4/1/21	RENEE	GALLANT		802-379-6402	IZZY	CHOC LAB	F	BROWN	PO BOX 456	LONDONDERRY	VT	05148
4/25/23	TY	HATFIELD		347-541-2030	BIRDIE	LAB MIX	F	BLACK	338 MOUNTAIN LAKE ROAD	LONDONDERRY	VT	05148
6/27/24	SHANNON	HEIDEBRECHT		8024301660	BELLA	GOLDEN RETRIEVER	F	GOLDEN	3054 VT ROUTE 100	SOUTH LONDONDERRY	VT	05155
6/27/24	SHANNON	HEIDEBRECHT		8024301660	Shelby	MIXED BREED	F	BROWN & WHITE	3054 VT ROUTE 100	SOUTH LONDONDERRY	VT	05155
5/30/24	CHARLIE	HERZOG		8241066	HANK		M		PO BOX 382	LONDONDERRY	VT	05148
8/7/23	CHARLIE	HERZOG		8241066	LAYLA	ROTTWEILER	F	BLACK	PO BOX 382	LONDONDERRY	VT	05148
5/28/24	CAROL	HUBER	CHUBER210@GMAIL.COM	917-742-0602	SIGI	SCHNAUZER	M	BLACK & WHITE	3302 UNDER THE MOUNTAIN RD	SO. LONDONDERRY	VT	05155
3/31/22	JOSEPH	JACKS		802 417 6416	ZEKE	VIZSLA	M	RED	37 HILLTOP ROAD	S LONDONDERRY	VT	05155
6/6/22	JEFF	KELLY	CBLAISDELL962@GMAIL.COM		MAPLE	JACK RUSSELL TERRIER	F	BROWN & WHITE	PO BOX 339	LONDONDERRY	VT	05148
6/6/22	JEFF	KELLY	CBLAISDELL962@GMAIL.COM		MILLIE	JACK RUSSELL TERRIER	F	TRI	PO BOX 339	LONDONDERRY	VT	05148
5/23/24	JEFF	KERRIGAN		802-345-2047	DUKE	LAB MIX	M	YELLOW	949 BOYNTON ROAD	LONDONDERRY	VT	05148
4/27/22	ASHLEY	KIBLING		802 558 9182	KRISTOF F	GER. SHORT H POINT	M	BROWN & WHITE	PO BOX 102	SO. LONDONDERRY	VT	05155
7/26/24	SARAH	KIEFER		8025584666	HARLEY	GOLD LAB-GER SHEP	M	BLACK	PO BOX 46	LONDONDERRY	VT	05148
4/26/23	SARAH	KIEFER		8025584666	ROSIE	PIT BULL TERR	F	WHITE	PO BOX 46	LONDONDERRY	VT	05148
3/22/24	KRISTIN	KORPI		8023840447	BURT	BULL TERRIER	M	BLACK & WHITE	334 ROWLEY LN	S LONDONDERRY	VT	05155
4/4/23	CHRIS	LANGLEY		802 376 6261	BRYSON	GER SHEP	M	BLACK & TAN	PO BOX 467	LONDONDERRY	VT	05148
4/4/23	CHRIS	LANGLEY		802 376 6261	RANGER	GER SHEP	M	BLACK & TAN	PO BOX 467	LONDONDERRY	VT	05148
8/11/22	KATHLEEN	LINDHOLM	katlindholm11@comcast.net	860-922-2423	IVY	GER SHEP MIX	F	BRINDLE	3376 Winhall Hollow Rd	S. Londonderry	VT	05155
8/11/22	KATHLEEN	LINDHOLM	katlindholm11@comcast.net	860-922-2423	Rosie	GOLDEN DOODLE	F	GOLDEN	3376 Winhall Hollow Rd	S. Londonderry	VT	05155
4/15/24	GEOF	LONG	rustandrabbit@gmail.com	802-734-0088	CHEWY	MIXED	F	BLACK	342 WEST RIVER STREET	SOUTH LONDONDERRY	VT	05155
4/15/24	GEOF	LONG	rustandrabbit@gmail.com	802-734-0088	RUTH BADER GINSBERG	BEAGLE MIX	F	TRI-COLORED	342 WEST RIVER STREET	SOUTH LONDONDERRY	VT	05155

4/15/24	GEOF	LONG	rustandrabbit@gmail.com	802-734-0088	WOODY	LAB/TERRIER	M	BLACK	342 WEST RIVER STREET	SOUTH LONDONDERRY	VT	05155
3/21/22	CHANCE	LONGLEY		802 881 5481	BENTLEY	HOUND	M	TAN	226 MEMORIAL DRIVE	S. LONDONDERRY	VT	05155
5/16/23	NANCY	MAGOON		802 824 3206	NOODLES	GER SHEP	F	BLACK & BROWN	62 MAGOON RD	S.LONDONDERRY	VT	05155
4/13/23	ROBERT	MENZIES			KEA	SHEP MIX	F	BLACK & TAN	30 WILLIAMS ST	LONDONDERRY	VT	05148
4/1/22	JUSTIN	MERROW		802 856 7391	JAGER	BEAGLE	M	TRI-COLORED	PO BOX 131	LONDONDERRY	VT	05148
6/7/24	TAMMY	MOSHER		824-6258	HARLEY	POINTER MIX	M	WHITE/BROWN	1886 WINHALL HOLLOW RD	SO LONDONDERRY	VT	05155
6/3/24	TAMMY	MOSHER		824-6258	MO	BRUSSELS GRIFFON	M	BROWN	1886 WINHALL HOLLOW RD	SO LONDONDERRY	VT	05155
6/18/24	JONATHAN	O'HARA		203-598-1077	LUNA	CATAHOOLA X	F	BROWN & WHITE	3133 WINHALL HOLLOW RD	SOUTH LONDONDERRY	VT	05155
4/12/24	NICHOLAS	PERLMUTTER		315-868-0400	MIKEY	AUSTRALIAN SHEPHERD	M	BLACK	5821 VT RTE 100	LONDONDERRY	VT	05148
3/21/23	DAN	ROURKE		518-852-7665	JUNO	GERMAN SHEPHERD	F	BLACK & TAN	546 TALLWOOD CIRCLE	LONDONDERRY	VT	05148
5/1/23	ANNA	RUSHFORD		802 689 9945	BRUISER	JACK RUSSELL	M	TRI COLORED	PO BOX 183	S. LONDONDERRY	VT	05155
3/28/23	LESLEY	SENA	lesleysena@yahoo.com	215 964 1822	GOOSE	LAB RET	M	BLACK	PO BOX 197	S LONDONDERRY	VT	05155
7/9/24	DAVID	SEXTON		8025488 078	MOOSE	PIT BULL	M	BLACK & TAN	PO BOX 55	LONDONDERRY	VT	05148
5/15/24	HEATHER	STEPHENSON	hi4heather@gmail.com		FINN	KING CHARLES SPANIEL	M	GOLDEN	624 BARKER RD	LONDONDERRY	VT	05148
7/2/24	BONNIE	STOWELL		802-824-9597	BIIYOU	PIT BULL MIX	M	TAN & WHITE	5611 RTE 11	LONDONDERRY	VT	05148
7/2/24	BONNIE	STOWELL			CALEI	PITT BULL MIX	F	BLACK & WHITE	5611 VT RT 11	LONDONDERRY	VT	05148
6/18/24	HANNAH	VAN DER VLIET		321-474-0589	Hope	LAB MIX	F	BLACK	152 Roberts Road	Londonderry	VT	05148
8/14/24	NADINE	VAN HOUTEN		802 275 2172	NELLIE	BEAGLE MIX	F	BLACK & BROWN	PO BOX 480	LONDONDERRY	VT	05148
1/12/22	LISA	WARD		718-915-0917	CARSON	GERMAN SHORTHAIK	M	BLACK	110 CROSS ROAD	SO. LONDONDERRY	VT	05155
1/12/22	LISA	WARD		718-915-0917	WENDY	GERMAN SHORTHAIK	F	BLACK & BROWN	110 CROSS ROAD	SO. LONDONDERRY	VT	05155

4/8/24	MICHELE	WYMAN		802 824 6261	BELLA	PIT BULL MIX	F	BROWN & WHITE	PO BOX 277	SO. LONDONDERRY	VT	05155
4/8/24	MICHELE	WYMAN		802 824 6261	HARLEY QUINN	PIT BULL MIX	F	BROWN & WHITE	PO BOX 277	SO. LONDONDERRY	VT	05155

Provisions of H.484 of Interest to SWDMA

H.484 An act relating to miscellaneous agricultural subjects

On Friday, May 30, the House and Senate gave final approval to H.484 An act relating to miscellaneous agricultural subjects. The bill will soon be delivered to the Governor's desk. We are hopeful he will sign it. The bill includes three provisions of importance to solid waste districts:

→ **Pesticide registration fee and disposal funding study**

Currently, every pesticide sold in the State must be registered annually with the Agency of Agriculture, Farms and Markets (AAFM). Registrants pay an annual fee of \$200 for each product registered. Of this amount, \$185 is deposited to the Pesticide Monitoring Special Fund and \$15 is deposited to the Agricultural Water Quality Special Fund. The bill establishes an additional \$50 fee charged to registrants of pesticide products that will be deposited to the Pesticide Monitoring Special Fund. This fee will be used to generate additional revenue for AAFM's support of costs incurred by solid waste management districts in disposing of obsolete and unwanted pesticides. The fee will be collected until an extended producer responsibility program for pesticides is implemented in the State that fully funds the collection of obsolete and unwanted pesticides. The Joint Fiscal Office (JFO) estimates this provision will generate an additional \$613,000 in revenue for the Pesticide Monitoring Special Fund in fiscal year 2026.

The bill also directs the Secretary of Agriculture, Food and Markets, in consultation with the Commissioner of Environmental Conservation, to study potential funding sources to reimburse solid waste management entities for all costs associated with the collection and disposal of unwanted or obsolete pesticides at municipal hazardous waste collection events. The study will also consider the viability of an extended producer responsibility program for pesticides, as well as other disposal options. The Secretary is required to submit a report to the committees of jurisdiction by December 15, 2025.

→ **Household Hazardous Waste Collection Plans**

H.484 amends the current Household Hazardous Waste EPR program to require the Secretary of Natural Resources to adopt and administer certain household hazardous waste collection plans if manufacturers fail to meet their obligations to submit these plans to the State under [10 V.S.A. § 7183](#) by July 1, 2025. If manufacturers comply by the deadline, ANR will not be required to take this action.

Under current law, manufacturers must run collection programs for specified household hazardous waste, with ANR overseeing and approving their plans. The proposed language in H.484 will act as a contingency: if manufacturers do not submit their required plans by July 1, 2025, ANR must implement one on their behalf. The State will recover its costs by charging each manufacturer a prorated share of plan administration and oversight costs, plus an additional charge equal to 10% of the plan's total cost. This charge will be deposited in the Solid Waste Management Account within the Waste Management Assistance Fund to support pollution prevention and hazardous waste reduction grants for

Provisions of H.484 of Interest to SWDMA

municipalities and small businesses. Based on information provided by ANR, the fiscal impact of this section on Solid Waste Management Account revenue is likely de minimis. ANR expects the potential imposition of a 10% charge will incentivize full manufacturer compliance, meaning it is unlikely to be triggered. To the extent this expectation holds, no additional State revenue or costs will be generated by this provision in fiscal year 2026 or beyond.

→ Paint Product Stewardship Program

This bill also amends requirements under Vermont's Paint Stewardship Program, which provides environmentally sound disposal of postconsumer architectural paint free of charge to the individual disposing of the product.

Under current law, architectural paint cannot be sold in the State unless its producer or a nonprofit stewardship organization acting on its behalf implements a Paint Stewardship Program plan approved by the Secretary of Natural Resources. Vermont's Paint Stewardship Program is run by PaintCare, a nonprofit stewardship organization. The costs incurred by PaintCare to transport and process postconsumer paint are covered by a paint stewardship assessment fee paid by the producer, which is passed on to consumers as an addition to the product's purchase price.

This bill makes several changes to the Paint Stewardship Program:

- Change how the paint stewardship assessment for architectural paint is set from approval by the Secretary of Natural Resources to specification in statute. The bill codifies the existing stewardship assessment fee for architectural paint into law (currently it is in rule):
 - \$0 for each half pint or smaller;
 - \$0.65 for amounts greater than a half pint but less than one gallon;
 - \$1.35 for amounts greater than one gallon but less than two; and
 - \$2.45 for amounts greater than one gallon but less than five.
- Renames the Paint Stewardship Program the "Paint Product Stewardship Program" (Program) and expands its requirements to producers of aerosol coating products, coating-related products, and nonindustrial coatings.

The bill also requires the Secretary of Natural Resources to recommend stewardship assessment fees for architectural paint and other paint products to the committees of jurisdiction by December 15, 2025. The new Program requirements for non-architectural paint products will then take effect on July 1, 2026. The bill also requires producers of aerosol coating products, coating-related products, and nonindustrial coatings to do the following:

- Submit a stewardship plan for the expanded Program to the Secretary by July 1, 2026
- Report annually to the Secretary on Program operation beginning on March 1, 2027
- Aerosol coating products, coating-related products, and nonindustrial coatings are not currently subject to a stewardship assessment fee. Once the expanded Program

Provisions of H.484 of Interest to SWDMA

requirements take effect, consumers will pay a paint product stewardship assessment fee on the purchase of these products.

The amount of this assessment fee will be set by the General Assembly after receipt of the Secretary's fee report. This fee will increase the purchase price that is subject to sales tax, thus increasing the sales tax collected by the State on these products. The amount of this increase will depend on future sales of these products and the amount of the stewardship assessment fee. For reference, the existing fee schedule on the sale of architectural paint generated approximately \$994,000 in revenue for PaintCare's Vermont program in calendar year 2024. Because stewardship assessment fees are subject to the six percent Vermont sales tax, this sum generated approximately \$60,000 in sales tax revenue over that period.

Re Wood Burning:

If you decide to designate a location within your town to burn clean wood, this is the process.

If the selectmen intend to exercise this option to burn natural wood, the selectmen shall notify the Secretary of the location of the site to be utilized for the public disposal of natural wood by open burning. Prior to burning of any material at this site, the Secretary shall certify in writing that this site is the one place within the municipality that will be used for the open burning of natural wood.

That's really the entire process. The Secretary will send a letter back certifying the location. As I mentioned on the phone, we hope that municipalities will choose locations that are not prone to creating public or private nuisances. I have attached an example notification letter that you can provide to those towns should you choose this option.

The correspondence must come directly from the Town's selectboard and should be addressed to Agency of Natural Resources Secretary Julie Moore, PE, however please send the notification to my attention at the following address:

Attention: John Wakefield
Department of Environmental Conservation
Air Quality and Climate Division
1 National Life Drive, Davis 4th Floor
Montpelier, VT 05620
802-279-5674

Alternatively, the municipality can email me the request directly at john.wakefield@vermont.gov.

Burning of *natural wood* in an area designated by the selectmen or city council, with the permission of the selectmen or city council of that municipality and the fire warden in that jurisdiction, and in conformance with the procedures outlined in Section 5-203 of these regulations.

5-203 PROCEDURES FOR LOCAL AUTHORITIES TO BURN NATURAL WOOD

The legislative branch of a municipality (selectmen or city council) may authorize the burning of *natural wood* and chemically untreated wood at a place within the municipality. The burning of such wood shall be conducted under the direction of and at such times as the fire warden for that municipality determines. If the selectmen or city council intends to exercise this option to burn *natural wood*, the selectmen or city council shall notify the Secretary of the location of the site to be utilized for the public disposal of *natural wood* by *open burning*. Prior to burning of any material at this site, the Secretary shall certify in writing that this site is the one place within the municipality that will be used for the *open burning* of *natural wood*.

BID TABULATION

A
Primary
Edge Line Striping

Bidder

- 1 **Green Mountain Line Striping LLC**
Bennington VT

7,698.24

Low bids are underlined

Green Mountain Line Striping LLC
819 Gage St
Bennington, VT 05201 USA
8026818058
birddog1899@yahoo.com
greenmountainlinestriping.com

Estimate

ADDRESS
100 Old School St South Londonderry Vt 05155

ESTIMATE #	DATE	
1093	06/07/2025	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Fog line	4 inch painted line with glass beads	42,768	0.18	7,698.24

Per email requesting bids on fog line for main st, Middletown rd, landgrove rd
for a total of 8.1 miles

TOTAL **\$7,698.24**

Accepted By

Accepted Date

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

INVITATION TO BID

RFP NO. 2025-05

DATE: May 22, 2025

PROJECT TITLE: Town Highway Edge Line Markings

PROPOSAL DUE DATES: Bid proposals are due by **Thursday, June 12, 2025 no later than 2:00 PM.** See section 5 for specific directions on bid submission.

ESTIMATED TIME PERIOD FOR CONTRACT: Application of edge line markings shall take place between July 1, 2025 and November 1, 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 |

1. INTRODUCTION

A. Purpose

The Town of Londonderry, Vermont (The Town) is seeking proposals for the professional application of 4-inch white edge line markings on up to three (3) paved Class II Town Highways.

B. State of Vermont Funding

The work proposed herein is being funded through a 2023 Small Scale Local Highway Safety Improvement Program grant from the Vermont Agency of Transportation.

2. SCOPE OF WORK

The Town is seeking a qualified contractor to apply 4-inch white edge line markings along either side of the following road segments in Londonderry in accordance with the latest version of the "[Manual on Uniform Traffic Control Devices](#)" (MUTCD), listed in order of priority:

- A. Main Street/Thompsonburg Road (TH #2) – Between VT Route 11 to the North and VT Route 100 to the south (~3.1 miles). There are six (6) intersecting Town Highways along this route.
- B. Middletown Road (TH #5) – Between VT Route 11 to the north and VT Route 100/Main Street to the south (~2.5 miles). There are five (5) intersecting Town Highways along this route.
- C. Landgrove Road (TH #1) – Between VT Route 100 to the south and Reilly Road (TH #8) to the north (~2.5 miles). There are two (2) intersecting Town Highways along this route.

The Town has a total of \$35,000 for this project and seeks to maximize the amount of edge line marking that can be applied with the available funds. It is expected that funding will cover all of Main Street/Thompsonburg Road and Middletown Roads, and all or a portion of Landgrove Road. If funding allows for more than the specified road segments, then the Contractor shall specify the additional roadway length that can be covered.

A location map is attached.

D. Specifications for all locations

- 1) Materials – Materials to perform the described work shall be in accordance with the Vermont Agency of Transportation “[Standard Specifications for Construction, 2024 edition](#), section 708.07(c), Waterborne Traffic paint.
- 2) Application – Specified paint shall be applied in accordance with the Vermont Agency of Transportation “Standard Specifications for Construction, 2024 edition, Section 646.06, Waterborne Paint Pavement Markings, and Section 646.04(C)(1) Applications of Markings, General, Weather Limitations.
- 3) Equipment – For the purpose of applying long lines the Contractor shall furnish a self-propelled fully automated pavement marking vehicle capable of applying markings in a true line and of even consistency with a minimum of spillage or overspray. The Contractor shall provide qualified operators and will be responsible for all movement of equipment. The equipment shall be fully maintained and in good condition at all times throughout the work. Equipment incidental for performance of the described work must also be supplied by the Contractor.
- 4) Cleanup – The Contractor will be responsible for any cleanup of the job after the marking has been completed. Provide these services when weather conditions warrant and also upon request of appropriate Town personnel.

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

Contractors will submit an all-inclusive bid, including sub-contractor costs, if applicable.

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. Invoices may be submitted upon successful completion of all work as determined by the Town. Payment terms are Net 30 days.
- C. 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 “**Town Highway Edge Line Marking**” 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 presented to and reviewed by the Londonderry Selectboard at the next regularly scheduled Selectboard meeting 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) Prior to opening of bids, it is assumed that each bidder will have inspected the subject roadways and become thoroughly familiar with the contract documents, existing field conditions, and limitations. Failure of a bidder to review all bid documents shall in no way relieve the bidder from any obligations with respect to their bid.

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

A. Evaluation Procedure

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

B. Evaluation and Selection Criteria

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

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

C. Notification to Bidders

The 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.

D. Start of Work

All work must be completed by November 1, 2024, as weather conditions dictate.

Bid Proposal Form is on following page

8. BID PROPOSAL FORM

Due: June 12, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Scope of Work Item	Roadway Distance (Miles)	Proposed Distance* of application of Edge Line Markings for \$35,000 (in miles)
A. PRIORITY 1 – Main Street/Thompsonburg Road	3.1	Miles
B. PRIORITY 2 – Middletown Road	2.5	Miles
C. PRIORITY 3 – Landgrove Road	2.5	Miles
D. Additional roads, if any		Miles
TOTAL MILES	8.1	Miles

* To include both sides of the road

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

Company: _____

Authorized Representative: _____

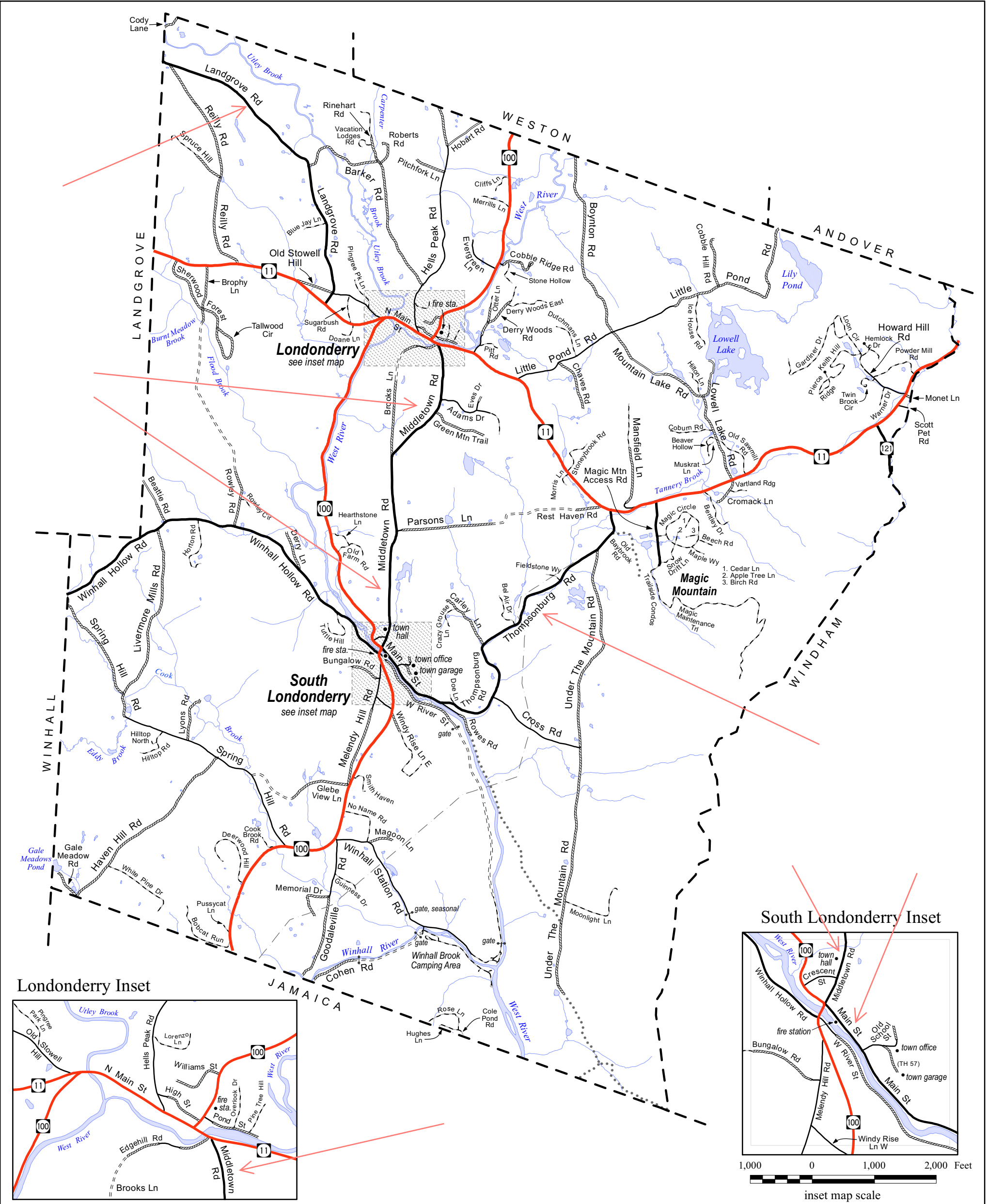
Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]



Road Map

Town of Londonderry, Vt.

February 2023

WINDHAM REGIONAL COMMISSION
139 Main St • Suite 505 • Brattleboro, VT 05301
(802) 257-4547 www.windhamregional.org

- US & State Highway
- Class 2 town highway - paved
- Class 3 town highway - paved
- Class 3 town highway - unpaved
- Class 4 town highway - passable
- Class 4 town highway - primitive/ impassable
- Legal Trail
- Private road/drive
- Stream
- River or pond
- Electric transmission line

Sources:

- Highway data are from Vt. Agency of Transportation (VGIS data layer RDSnnnnn), 2017. Minor updates were performed by Windham Regional Commission in 2017, 2020, and 2023.
- Surface waters are from the Vermont Hydrography Dataset (VGIS data layer SWnnnnnnnn). The dataset was generated at a scale of 1:5000 and was developed using digital orthophotos, topographic maps, color infra-red aerial photography and other ancillary data sources.



GNAT-TV & Town of Londonderry: Civic Media Partnership

GNAT-TV is a mission-driven, independent, non-profit community media organization founded in 1995, serving eleven towns in the Northshire and Mountain Town regions of Vermont. Our mission is to connect community and empower people through government access, education and local voices.

About GNAT-TV

GNAT-TV is a mission-driven, independent, non-profit 501c3 community media organization founded by community members in 1995, serving eleven towns in the Northshire and Mountain Town regions of Vermont.

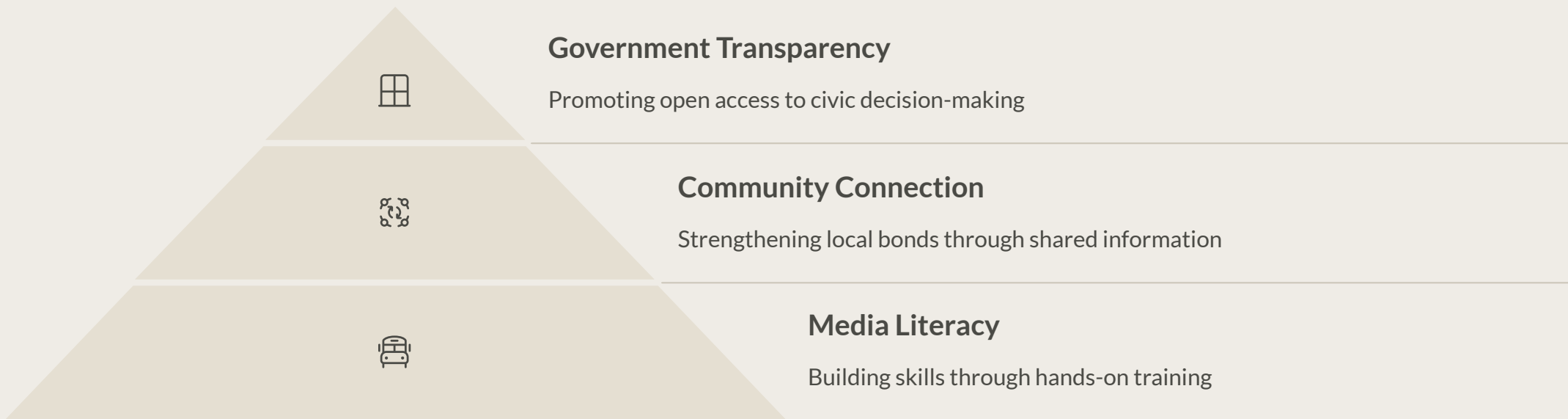
Our mission is to connect community and empower people through government access, education and local voices.

Our purpose is to strengthen community through local independent media.

Our vision is for an informed, engaged and inspired public.

Funding: GNAT-TV is funded through cable franchise fees established by the 1984 Federal Cable Act, which requires cable operators to support public access media. In Vermont, the Public Utility Commission (PUC) oversees these services.

Community Value & Services



GNAT-TV serves as a trusted civic partner and essential local information hub. We provide gavel-to-gavel coverage of approximately 50 Londonderry meetings annually, including Selectboard, Wastewater Study, Conservation Commission, and Zoning discussions.

Beyond meeting coverage, we maintain a centralized digital platform for community bulletins, a local events calendar, and media education programs. In an era of fragmented information and declining local news, we function as a pillar of accessible, non-partisan hyperlocal media.



Background of Collaboration with Londonderry

Since 2013, GNAT-TV has provided consistent civic media coverage for Londonderry. We transitioned from volunteer-based to professional coverage as demand grew.

- 1

2013

Began filming Londonderry Selectboard meetings to ensure public access to civic decision-making.
- 2

Growing Demand

Professional coverage became essential as reliance on volunteers proved unsustainable.
- 3

Town Support

Secured \$2,000 annual appropriation through voter approval, covering approximately 20% of service costs.
- 4

Streaming & Wider Distribution

Added live streaming and expanded distribution to online platforms including YouTube, Apple TV, Roku, Fire TV
- 5

Future Services

Planning ADA accessibility through closed captioning and remote meeting setup capabilities.

Service Philosophy

GNAT-TV serves as a neutral third-party, not a government department or contractor. Our commitment is to independent, transparent civic media that supports democracy and strengthens public and facilitates civic engagement trust by making government accessible to all.



Statewide Context & Funding Models



Dedicated Line Item in Municipal Budget

Established by agreement between town and the Access Media Organization



Annual Voter Approved Appropriation

Funding through town meeting or ballot article process



Fee for Service Contracts

Hourly or per-meeting production arrangements



Complimentary Coverage

Services provided without direct municipal compensation

Community media organizations across Vermont partner with municipalities through various funding models. Currently, Manchester, Dorset, Sunderland, and Winhall include GNAT-TV as a recurring budget item, while Londonderry, Weston, and Arlington provide support via voter-approved appropriations.

Act 133 Working Group



Pursuant to Act 133 of 2024, the Secretary of State has convened a Working Group on Participation and Accessibility of Municipal Public Meetings and Elections. The group is tasked with developing recommendations to improve access to local government proceedings and increase transparency, accountability, and trust.

Members of Vermont Access Network are participating in this working group to develop standardized best practices. Their findings will significantly influence the future landscape of civic media partnerships across Vermont.

Business Model Options

Maintain Current Model

Continue with voter-approved social appropriations, with GNAT-TV requesting an increase to reflect rising service costs. This maintains the status quo but may not provide stable, predictable funding as needs evolve.

Municipal Budget Line Item

Add GNAT-TV to the town budget for predictable, sustained support of meeting coverage, archiving, and accessibility services. This approach is already used by Manchester, Dorset, Sunderland, and Winhall.

Vendor-Fee Agreement

Establish a service contract with GNAT-TV at a fixed rate per meeting or per hour. This creates a more formal business relationship with clearly defined service expectations and compensation.

As GNAT-TV adapts to a changing funding landscape with declining cable revenues and increasing demand for municipal media services, we are working with each town to build sustainable partnerships. We're committed to developing a formalized relationship with Londonderry that supports transparent governance and accessible civic media.

Remote Setup Equipment: Overview



A comprehensive remote setup for meeting coverage requires several key components working together. The system needs a reliable laptop for control and streaming, PTZ cameras that can be remotely operated to capture both the board and audience, quality microphones for clear audio capture, and a display monitor for the production team.

Software solutions like OBS (Open Broadcast System), vMix, or meeting platforms like Zoom complete the system, allowing for professional production quality without requiring in-person staffing for every meeting.

Equipment Options: Computing & Audio

Laptop Options

- Lenovo IdeaPad Slim: \$379
- Lenovo ThinkPad Gen 2: \$959
- Lenovo IdeaPad 1: \$200 (Not recommended)

A reliable laptop serves as the control center for the entire production system. We recommend the IdeaPad Slim as an affordable option with sufficient processing power, or the ThinkPad for more demanding production needs.

The computing and audio components form the foundation of the remote setup system. Investing in quality hardware ensures reliability and reduces technical difficulties during important public meetings. These components work together with cameras and software to create a cohesive production system.

Microphone Solutions

- Logitech Conference System: \$399
- Dell Speakerphone: \$119
- Logitech Microphone Expansion: \$279

Clear audio is critical for meeting coverage. Multiple microphones are needed to capture board members and public comments. The Logitech system offers superior quality, while the Dell option provides a budget-friendly alternative.

Equipment Options: Cameras & Display

PTZ Camera Selection

We recommend a minimum of two PTZ (pan-tilt-zoom) cameras to adequately cover meetings - one focused on the board and another on the audience or presentation materials. Options include:

- OBSBOT Tail Air (\$508): Premium option with AI-powered tracking
- OBSBOT Tiny 2 (\$299): Compact solution with good quality
- FeelWorld PTZ (\$619): Professional-grade with extended zoom capabilities

Display Monitor

A television display allows operators to monitor the production and provides visual feedback. Recommended options:

- Smart RokuTV 50" (\$279): Affordable with good connectivity
- Samsung Smart Tizen TV 65" (\$350): Larger display for better visibility

Software Solutions

Production software ties the system together, allowing for camera switching, graphics, and streaming:

- Open Broadcast System (OBS): Free, open-source option
- vMix: \$60-\$1200 depending on features needed
- Meeting platforms: Zoom, Teams, or Google Meet

The camera and display components are crucial for creating professional-quality video coverage. PTZ cameras offer the flexibility to remotely adjust framing and follow speakers, while a good monitor ensures the production team can see exactly what viewers will experience.



All-in-One Solution Package

\$379

Lenovo IdeaPad Slim

Control center for
streaming system

\$929

**All-in-one Conference
Kit**

Integrated audio-visual
solution

\$279

Smart RokuTV

50" display for monitoring

\$299

**OBSBOT Small
Camera**

Additional room coverage

For simplicity in procurement and setup, we've assembled a recommended all-in-one package that provides comprehensive coverage capabilities while balancing quality and cost. This complete system includes all necessary components to begin professional-quality meeting recordings immediately.

The total investment of approximately \$1,886 creates a complete system capable of high-quality meeting coverage without requiring GNAT-TV staff to be physically present at every meeting.

Moving Forward Together



Discuss Options

Review partnership models and equipment solutions



Select Approach

Determine preferred funding model and equipment package



Implement Solution

Set up equipment and formalize partnership agreement



Evaluate & Refine

Assess effectiveness and make adjustments as needed

GNAT-TV is committed to developing a sustainable partnership with the Town of Londonderry that enhances civic transparency and community engagement. We invite the Selectboard to consider the options presented and work with us to determine the most appropriate model for our continued collaboration.

As we navigate changes in funding, technology, and civic engagement practices, our shared goal remains constant: ensuring that residents have access to the information they need to participate fully in local governance. Together, we can create a model that supports Londonderry's commitment to transparency while addressing GNAT-TV's long-term sustainability.

THANK YOU

GNAT-TV

802.362.7070

tammie@gnat-tv.org



The Derry Resilience Project

A Long-Term Recovery Plan for Londonderry, Vermont, 2025

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Acknowledgements

Londonderry Selectboard

Tom Cavanagh
Taylor Prouty
Jim Fleming
Martha Dale
James Ameden, Jr.

Londonderry Long-term Recovery Committee

Tom Cavanagh
Jen Greenfield
James Ameden
Helen Hamman
Paul Hendler
Hunter Kaltsas
Tina Labeau
George Mora
Maryann Morris
Pamela Spaulding
Chad Stoddard
Tom Metcalfe

State of Vermont Flood Recovery Office

Kelly Pajala

Champion Fire Department

Jeff Duda
Troy Maynard

Connecticut River Conservancy

Ron Rhodes

Neighborhood Connections

Thom Simmons

Old School Enrichment Council, Wilmington, VT

Meg Streeter
Diane Chapman
Cindy Hayford

US Army Corps of Engineers

Alex Cote
Sheila Warren

Vermont Agency of Natural Resources

Ned Swanson
Marie Caduto

Windham Regional Commission

Chris Company
Alyssa Sabetto

Stratton Community Foundation

Tammy Mosher

Town of Londonderry

Tina Labeau
Aileen Tulloch

Letter of Support from Selectboard

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

October 21, 2024

Jordan Gamez, CEM
Community Assistance Group Supervisor
Interagency Recovery Coordination Cadre
Federal Emergency Management Agency

RE: Long-term Recovery Plan – Town of Londonderry, VT

Dear Ms. Gamez,

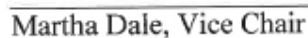
The Town of Londonderry Selectboard wishes to express its thanks to FEMA staff for reaching out to assist the Town to consider ways to best address emergency situations in the community, particularly the periodic flooding that has had a devastating effect on the Town government, local business and residents alike over the years.

Given your agency's generous offer to work with the Town, we hereby request the assistance of FEMA Interagency Recovery Coordination Cadre with developing a Long-Term Community Recovery Plan for Londonderry.

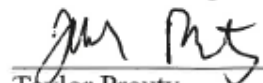
Selectboard of the Town of Londonderry



Thomas Cavanagh, Chair



Martha Dale, Vice Chair



Taylor Prouty



James Ameden, Jr.



James Fleming

Cc: Kelly Pajala, FEMA
Shane O'Keefe, Town Administrator
Richard Phelan, Emergency Management Director

1 Executive Summary

The Derry Resilience Project includes projects and strategies for:

Flood recovery, to strengthen or replace key infrastructure components such as the south village fire station,

Disaster resilience, to improve emergency preparedness and communications, to conduct a regional watershed study and a regional watershed management task force, and

Community development, to plan for the long-term redevelopment of the villages, to support the north and south villages' long-term sustainability.

The committee crafted this vision statement for the Derry Resilience Project:

"A Londonderry that is vibrant, affordable, and resilient; a place where residents of all ages can thrive in comfort, safety, and community."

The committee also crafted a mission statement that reads:

"To work toward community recovery and restoration, with development that is thoughtful, equitable, protected from future disasters, and focused on building a strong sense of community."

The goals of the Derry Resilience Project are:

- Improve the community's ability to respond to emergencies.
- Prepare for future disasters through emergency preparedness, resilience, and hazard mitigation.
- Build a stronger sense of community and foster volunteerism through community-wide communications and activities.
- Plan for development that creates a vibrant, affordable, and thriving community over the long term.
- Take a leadership role in regional cooperation.

The Derry Resilience Project outlines priorities and needs that will guide the planning, program development, and funding for Londonderry's recovery. These identified priorities and needs have been coalesced into projects that support recovery, build resilience, and guide community development.

The projects described in this document include:

Fire Department Strategic Planning

- Relocate the South Derry Fire Station
- Develop a Water Supply Plan

Emergency Preparedness and Response

- Amend the Community Emergency Preparedness Plan
- Develop a website for emergency communications
- Revive the Londonderry Newsletter
- Create a Community Organization Active in Disaster (COAD)

Hazard Mitigation

- Conduct a scoping study of the North Village, looking at the confluence of Utley Brook and the West River — including investigation of flooding impacts at the Plaza

Community Development

- Create long-term development concepts (focused on commercial and housing development)

Regional Cooperation

- Create a Regional Watershed Study
- Create a Regional Watershed Management Task Force

These projects, when taken together, have the potential to transform Londonderry's ability to withstand future disasters and vastly improve its sustainability and resiliency. This transformation does not occur quickly. Success is attained only when the plan enjoys widespread support.

The Derry Resilience Committee will need to remain resolute over the long haul in its commitment to resilient community development. The Town of Londonderry, the Windham Regional Commission, the State of Vermont, and federal agencies, as well as other organizations must be engaged to provide support.



Above: Aerial view of North Main Street and VT 100 on July 10, 2023; Source: Bennington Banner.

2 Prologue

On Monday, July 10, 2023, the Brattleboro Reformer reported heavy rains causing flooding in areas in Windham County: The rainstorm that walloped the region with soaking rain on Sunday sent the West River spilling over its banks and onto streets, and into businesses and homes. Roads were washed out and homes and businesses evacuated due to flooding. Dramatic photos show portions of the mountain town of Londonderry along the West River under water, with more rain expected throughout the day. North Main Street (Route 11) through North Londonderry was inundated by water. North Main Street was fully inundated by water — up to the roof of a car along the state



Above: Aerial View of North Main Street, July 10, 2023; Source: Manchester Journal.

highway.

Londonderry and nearby Weston were the epicenter for flooding, along with Ludlow, 15 miles to the north. Route 11 was closed, as were sections of Route 100, as the floodwaters turned parts of Londonderry and Weston into virtual islands. Homes were evacuated, stranded motorists were rescued by rescue crews. The First Baptist Church in South Londonderry and Flood Brook School were opened as emergency shelters.

Most people here feel that the response and aftermath from organizations like FEMA and the State of Vermont's response was severely lacking. Most also told the Journal that had it not been for this tight-knit community's response with food, fresh water, and volunteering, they wouldn't have made it back.

Mike and Tammy's, a market and diner in business for over 17 years, didn't reopen for nearly three and a half months after the storm, thanks in large part to what Tammy says was much lip service from officials but nothing at all in the bank to help.

“We were told we just didn’t qualify”, she said. “They told us we needed to have all my receipts to prove what I had before they would help. I lost everything. We had a catastrophic flood. Where do they think all these receipts went? When you’re cleaning up from a flood, you don’t have time for all of that mumbo jumbo. We were told by FEMA we could take out a loan, but how do you take out a loan if you don’t know if you’re going to be in business? FEMA was no help.”

Did you have flood insurance?

“We didn’t. Flood insurance is non-existent when you can’t afford it.”

What happens, then, with the next flood?

“I don’t know,” she says. “Yes, this is going to happen again, but what else can you do to prepare when water is halfway up the ceiling, anyway? How do you ever prepare for that? It can happen in an instant.”

A few of the businesses are now gone. There was a woodstove supplier and an auto parts store next door, both desperately trying to save their inventory while the floodwaters circled the floor. A paper sign now hangs inside the window of the empty building. It reads, “Store closing September 1st, 2023.” Below, a small rental sign gathers dust. Many residences along the river and between open stores are either vacant or have ‘for sale’ signs on the lawn. Others seem to be thriving — a butcher shop, Mike and Tammy’s, a diner, a specialty food store, Jelley’s Deli; they all chose to stay on another day in this resilient, small town with its strong community of people that live here.



Above: Jelley’s Deli on July 10, 2024; Source: Town of Londonderry.

“There’s no other community like this one,” Tammy said before returning to work. “Everyone stepped up with whatever we needed, from a sandwich to a shelf. There were people that stayed straight through everything. We are very grateful for that.”

Echoing that sentiment, Bev Jelley thanked the community for reopening her store. “Even before the light came in the morning, there were people here to help,” Bev said. “My electrician showed up without being called to make everything safe, and another individual showed up without reaching out to drop off several dumpsters, all before the sun came up. There were people here I didn’t even know, customers, strangers, asking, ‘What can I do to help?’ We absolutely would not have made it without that help.”

“I was approached by a town official yesterday about this storm approaching this weekend,” Bev said. “I immediately started thinking about how do we prepare this time? Is this time going to be the last time? I know they are doing studies on how they might control the flooding, runoff dams, and other ideas, but it’ll probably be years before, if ever, that ever becomes a reality.”

“I’m always anxious when it rains hard, now,” she says. “I don’t sleep. I sometimes come up here in the middle of the night and stare down at the river. It doesn’t seem to end anymore, but I still believe and pray, work hard, and know that this will remain open until I can’t do it anymore. I love this community. It is a part of me. I know they feel the same.”

Excerpted from: Albans, Michael, “Londonderry, one year after a devastating flood, looks back with community pride — and ahead with a wary eye”, Manchester Journal, July 9, 2024, Updated Aug 12, 2024.

3 Impact of the Floods on Londonderry

The July 2023 flood event in Vermont caused significant damage in Londonderry, particularly in the southern part of town and along Route 11. Businesses, including a diner and several stores, were heavily affected, with damage totaling over \$104,000. At least thirty homes were inundated, and numerous roads, including parts of Routes 11 and 100, were closed. The West River overflowed its banks, and several evacuations were necessary. Specific Impacts in Londonderry included:

- **Business Closures:** Many businesses on Route 11, including Jelley's Deli, the Vermont Butcher Shop, and others, were closed for months due to flooding, according to Bennington Banner.
- **Road Closures:** Nearly every road in town was shut down, and parts of Routes 11 and 100 were impassable.
- **Evacuations:** Residents were forced to evacuate their homes due to rising floodwaters, according to Manchester Journal.
- **Public Safety Rescues:** Public safety crews performed numerous rescues within town limits.
- **Infrastructure Damage:** The West River backwatered in the north village, causing erosion and damage to the Williams Dam. The Army Corps of Engineers campground behind Ball Mountain Dam was severely damaged.
- **Power Outages:** Some residents experienced power outages as a result of the flooding.
- **Mudslides:** Heavy rainfall caused mudslides, including at Jamaica State Park.



Above: North Main Street, July 11, 2024; Source: Town of Londonderry.

4 Londonderry Community Overview

Land Use and Geography

Windham County is a hilly upland with elevations generally rising to the west. The county is primarily comprised of coniferous forest: mostly spruce, fir, and white pine. Parklands include Townshend, Jamaica, Fort Dummer, Molly Stark, and Dutton Pines state parks. Other recreational areas are Green Mountain National Forest and the Stratton Mountain, Mount Snow, and Haystack



Above: Forbes Construction building on July 10, 2023; Source: Town of Londonderry.

Mountain ski resorts. The Appalachian National Scenic Trail passes through the western corner of the county. There are also municipal recreation areas throughout the county.

The confluence of the West River, VT RTE 11 (running east-west), and VT RTE 100 (running north-south) resulted in the development of the north village. The demise of rail transportation, the emergence of tourism, the ski industry, and second home ownership have resulted in the north village becoming the predominant commercial area.

The commercial area of North Londonderry extends from 800 feet south of the west intersection of VT RTE 100 and VT RTE 11 (The Plaza), and then east, to the intersection of VT RTE 11 and VT RT 100 at Williams Park. That segment is North Londonderry's Main Street. Utleby Brook flows into the West River between the Plaza commercial development and the commercial uses to the east on North Main Street. Both the Plaza and the North Main Street commercial properties back up to the West River and are vulnerable to flooding.

The confluence of Uteley Brook and West River is the subject of the North Village Scoping Study. The outcome of that scoping study will help property owners along North Main Street understand the long-term flood risk to their properties and whether or not base flood elevations can be dropped through engineered mitigation projects.

The south village is located approximately 2.7 miles south of The Plaza, along VT RTE 100 where it intersects with Middletown Road and heads west across the river, before it turns south. At the bridge, where VT RTE 100 turns west, Main Street (aka Thompsonburg Road) begins and extends about 900 feet to Old School Street. The downtown consists of The Corner Market, the Champion Fire Company (the South Londonderry fire station), the US Post Office, and several residences. The Post Office building, the Champion Fire Company Station, and several residential buildings are vulnerable to flooding. As of this writing, there is 1 buyout application along Main Street in the South Village on the West River's edge.

Both villages have residential development interspersed among the commercial properties. Outside of the villages there is extensive farmland, forests, and open space. Approximately 80% of the town's land is forested or being used for agricultural purposes. Most of the large tracts of undeveloped land are included in one of several land conservation programs.

Housing

According to the April 2023 Town of Londonderry Housing Needs Assessment & Strategy, "The Town of Londonderry is facing a significant housing challenge today and into the future. Both long-term trends and more recent demographic and economic shifts have placed the community on a trajectory in which local households and workers will have an increasing difficulty in finding quality housing at attainable price points. The balance between year-round housing and seasonal homebuyers and short-term rental operators may threaten the viability and sustainability of Londonderry as a vibrant year-round community unless strategic interventions are made."

"Today, Londonderry faces an immediate need of approximately 299 to 315 households that need new, improved, and/or alternative living arrangements within the town. This includes nearly 190 households that are struggling with housing expenses as well as nearly 50 workforce households that are absent from the town because of the lack of attainable housing. The results also indicate a need for housing interventions across the income spectrum and for a variety of housing types, including owner-occupied and rental housing options. While the problem is complex and inseparable from other issues such, (sic) the results indicate that, without action, it is likely that the housing need in Londonderry will continue to grow into the future."

Government Services

Town of Londonderry

Vermont is divided into areas known as towns, the most basic form of local government. Counties exist in Vermont, but they have few powers and responsibilities.

In Londonderry, the Selectboard serves as the town's elected legislative body and the town administrator performs administrative duties at the Selectboard's direction, implementing policy and overseeing the day-to-day operations of town government. Legislative and budgetary decisions are made by the Selectboard. Town budgets are approved by local registered voters at an Annual Town Meeting. Ballot measures are also put before registered voters at the annual Town Meeting. Londonderry's Annual Meeting is a "floor vote" meeting, meaning elections of officers, ballot questions, and budget votes are held from the floor via voice vote, division of the House, or paper ballot in certain instances.

The town does not provide water, wastewater, electric, or telecommunications utilities and services. There is an ongoing effort to build community wastewater systems for the north and south villages, which will be operated and maintained by the town when the systems become operational.

The town does provide a transfer station for trash, recycling, and compost disposal on a regional basis with the towns of Weston, Landgrove, Peru and Windham. The town also provides administrative support for recreational activities on a regional basis with the towns of Weston, Landgrove, Peru, and Winhall. The town maintains 30 miles of dirt and 23 miles of paved town roads. There are also 15 miles of State Highway and numerous privately maintained roads in Londonderry which are not the responsibility of the municipality. Londonderry does have a local zoning by-law which includes flood plain regulations.

South Londonderry Fire Department

The South Londonderry Fire Department is a privately owned, non-profit, volunteer-based fire department, whose station is located at 60 Main Street, in South Londonderry. It serves Londonderry's south village and surrounding communities through mutual aid agreements.

North Londonderry Fire Department

The North Londonderry Fire Department is a privately owned, non-profit, volunteer-based fire department, whose station is located at 5862 VT Route 100 in North Londonderry. It serves Londonderry's north village and surrounding communities through mutual aid agreements.

Londonderry Volunteer Rescue Squad

The Londonderry Volunteer Rescue Squad is a private, non-profit, volunteer-based ambulance service. The squad building is located at 6068 VT Route 100 in Londonderry. It serves the towns of Londonderry, Weston, Landgrove and Peru.

Windham Regional Commission

In the absence of county government, the Windham Regional Commission (WRC) provides the essential link between local, state, and federal government. It is an important resource to the 27 towns it serves including communities in Windham, Windsor, and Bennington counties. It is a public entity, constituted by law and required to meet statutory obligations. Its mission is to assist towns in Southeastern Vermont to provide effective local planning efforts and work collaboratively with them to address regional issues.

The WRC's work focuses on assistance to towns on planning and zoning; regional plans; transportation, including bike, pedestrian, transit, and rail; community development, including brownfield redevelopment and community development block grant support; energy; project review; natural resources; GIS mapping support for towns; and all-hazards emergency planning.

Capacity and the Importance of Volunteers

Vermont consists of many very small towns and villages with only a few paid and/or part-time staff, limiting capacity to manage local recovery and access available resources. This describes Londonderry's situation as well. Recovery requires sufficient staffing to design, manage, implement, and monitor the recovery projects and programs. Londonderry's staff must continue all their routine local government functions, while also managing an increased workload. These additional demands include processing more permits for housing and business repairs, designing and implementing public facilities and infrastructure repairs, completing all the necessary paperwork required for state and federal assistance, conducting all the necessary inspections of projects, and continuing to do public engagement along the way.

Many town staff were personally impacted by the disasters and have been balancing work demands along with their own personal and family recovery. Adding staff also adds costs, however, and finding funds for these new positions is a challenge, particularly in small communities with a limited

tax base and other financial constraints. Managing multiple disasters creates additional complexity and stress. This is all to say that volunteers are very important to Londonderry's recovery and sustainability.

Persistent Environmental Vulnerabilities

Flooding

Londonderry is typical of the many small communities in Vermont that were established at locations where they are at risk of flooding due simply to having been established next to a river. Both the north and south villages are located where saw and grist mills used water wheels at first, then later penstock-fed turbines, to generate mechanical power conducted by belts and pulleys. Decades later, the mills were used to generate electricity due to the "head" provided by the elevation change to power a generator located next to the West River. In Londonderry there are 147 structures located within the river corridor and special hazard flood area, and therefore vulnerable to flood damage.

Landslides

Due to repetitive flooding events, soils become fully saturated. This increases slope instability and soil movement and increases the risk of landslides and mudslides. Windham County is the second most susceptible county in Vermont, with 86.6% of its area being susceptible and a total susceptible area of 686 square miles. The risk for landslides increases with flooding and erosion, and areas located in ravines with steep slopes are particularly at risk of landslides. The Londonderry Local Hazard Mitigation Plan, 2022 describes areas that are at risk of landslides and lists Geological Hazard Mitigation Implementation Options.

Wildfires

Wildfire is a growing issue in Vermont due to high winds, minimal rainfall, lack of water, and highly combustible grasses. In 2024, 82 wildfires – all human-caused – burned 159 acres in the state. It's the most fire damage since 2016, and more than half of the fires happened in October and November. The combination of little rain, dry foliage, and wind is a recipe for disaster. Buildings and structures located in areas where development meets vegetated wildfire-prone undeveloped lands are most at risk. The Londonderry Local Hazard Mitigation Plan 2022 contains a list of Wildfire Hazard Mitigation Implementation Options.

Previous Plans

The Londonderry Long-Term Recovery Plan complements existing plans already adopted by the Town of Londonderry. It is hoped that the town will adopt the Londonderry Long-Term Recovery Plan as an amendment to the Londonderry Town Plan and that it will serve to guide decisions and policies of the town in the years to come.

Relevant Plan Documents

The relevant plan documents currently adopted by the town include:

Londonderry Town Plan, October 2017

Londonderry Local Hazard Mitigation Plan, May 23, 2022

After the Flood Report, 2013

Londonderry Housing Needs Assessment and Strategy, April 2023

Londonderry Main Street (North) Master Plan, June 22, 2022

Londonderry South Village Master Plan DRAFT, October 18, 2024 (not Selectboard approved)

Williams Dam Flood Analysis, July 3, 2024

Williams Dam Assessment Memo, August 13, 2023

Preliminary Investigation and Feasibility Report for Williams Dam, December 16, 2022

Town of Londonderry Williams Dam Study, March 24, 2022

Community Wastewater Feasibility Study, Londonderry, Vermont, December 17, 2021

NEMRC Organizational Study, November 16, 2023

Londonderry Town Plan October 2017 Actions

Projects described in this long-term recovery plan support many of the implementation strategies listed in the Londonderry Town Plan October 2017 and the Londonderry Local Hazard Mitigation Plan 2022 and are noted in the project descriptions. Implementation strategies listed in the Town Plan that are supported by the projects included in this plan include:

Land Use Plan

- 1.1 Study local geographic and demographic characteristics and match these characteristics with the most compatible land uses.
- 1.2 Review and revise minimum lot sizes and building coverage in villages to concentrate development where environmentally feasible. Identify the potential impact of approved septic alternatives on building/population density.
- 1.3 Conduct a study using current land use practices to determine whether existing standards will achieve desired future settlement patterns and review current land use designations based upon the results of that study.

Community Resources

- 4.2 Work with state and local emergency preparedness organizations.
- 4.3 Plan for protection of the town's historic assets from disasters.
- 4.4 Evaluate flood hazard areas at least every two years.
- 4.5 Maintain Local Emergency Operations Plans (LEOP) and Hazard Mitigation Plans (HMP).

Flood Resilience

- 2.4 The town will be familiar with Flood Insurance Rate Maps (FIRMs) that delineate areas that could be inundated by water during flooding. (Select Board, Development Review Board, Zoning Administrator)
- 2.5 The town will be familiar with ANR River Corridor maps that delineate the land area adjacent to streams and rivers that are required to accommodate a stable channel. (Select Board, Development Review Board, Zoning Administrator)
- 2.6 The town will pursue a flood resilience management approach whose essential components are to identify and map flood and fluvial erosion hazard areas based on studies and maps provided by the Vermont ANR Rivers Program and designate those areas for protection to reduce the risk of flood damage to infrastructure and private property.
- 2.7 The town will update the Flood Hazard Areas Regulations to include regulation of river corridors and include provisions for advance notification of and specific limits on new development activities in identified flood hazard areas, fluvial erosion areas, and/or River Corridors, based on regulatory templates developed by the ANR DEC Rivers Program.

Transportation

- 1.1 Reduce speed and truck traffic in village centers through the support of corridor studies and implementation of traffic calming solutions, where appropriate.

Housing

- 1.1 Procure a professional report to identify areas where residential growth is appropriate.
- 1.2 Explore feasibility of development densities that are compatible with affordable housing and with traditional village development, specifically including increased housing unit densities and mixed residential and commercial uses.
- 1.3 Consider a practice to identify and require replacement of lost affordable housing units.
- 1.4 Advocate for state and federal programs and incentives to promote the creation of affordable housing development compatible with the Town, including a program of housing for elderly or other special populations.

5 Long-Term Recovery Planning

While devastated communities understandably tend to focus on short-term, response-level issues such as housing displaced survivors, it is advantageous to adopt a longer-term view as soon as the community can turn its attention to the long-term future. Affected communities generally recover more completely if they begin taking a long-term view soon after a disaster, when there is still considerable attention directed their way. To its credit, the Town of Londonderry determined that it would benefit from a formal long-term recovery plan.

The purpose of the Long-term Recovery Plan (LTRP) is to help Londonderry focus and prioritize projects to ensure a coordinated, holistic, and community-informed approach to embodying its recovery principles. The LTRP will serve as a guide for the community, a living document that will evolve as the recovery of Londonderry progresses.

What is Recovery? Resilience?

Recovery is an active and continuous process that allows cities and stakeholders to assess damages, plan for goals, and put in place strategies that support the ability to absorb the impacts of future disasters with less loss while also strengthening and enhancing the wholistic elements of communities. This proactive approach strengthens communication, encourages measuring progress, and fosters resilience. The best recovery process includes the whole community.

The ability to recover from a disaster begins prior to a disaster with the development of redundant and flexible structures, the ability to think and act adaptively, and pre-disaster planning that identifies needs, addresses gaps, and establishes priorities. After a disaster, as the disaster is stabilized in the response phase, emergency managers and community leaders are collecting data, assessing the situation, and stabilizing lifelines. These efforts contribute to recovery planning and projects by collecting information that will be vital to understanding what needs to be prioritized and what projects to develop well into the future.

The Recovery Continuum diagram below depicts how recovery efforts begin alongside response activities, and gradually scale up during response operations, highlighting the relationship across these phases. Enhancing resilience through mitigation and other risk management strategies spans the entire spectrum, guiding the recovery and rebuilding process. Investments in mitigation and resilience enable the community's ability to prepare for threats and hazards, adapt to changing conditions, and withstand and recover rapidly from adverse conditions and disruptions.



Recently Completed and Ongoing Recovery Work

Ongoing recovery efforts are being led by active leadership within the Town of Londonderry, Windham Regional Commission, State and federal partners, and community stakeholders. The result is a focused recovery that is responsive to the community's needs and objectives.

Community Engagement

A central part of the long-term community recovery planning process is an inclusive public involvement program that ensures that the recovery plan incorporates and fully reflects the desires of the entire community. A successful recovery plan will require widespread public support for the various initiatives over a long period of time.

Committee biweekly meetings, beginning on December 19, 2024, and continuing through May 2025.

Community meeting #1 on January 25, 2025.

This meeting was attended by 37 participants and committee members.

Community meeting #2 on May 3, 2025.

This meeting was attended by approximately 22 members of the community.

Community meeting #3 on May 31, 2025.

This meeting consisted of a presentation by the committee to the Selectboard.



Community meeting #1 on January 25, 2025.

6 Vision and Goals for Londonderry

Vision Statement

The overall recovery planning process began by finding consensus on a recovery vision that encapsulated what the community hoped to be when it had fully recovered. With input from all parts of the community, the Londonderry Recovery Committee agreed upon this statement as their recovery vision:

A Londonderry that is vibrant, affordable, and resilient; a place where residents of all ages can thrive in comfort, safety, and community.

This Vision Statement became the yardstick to gauge everything else during the recovery process over the next ten to twenty years.

In addition, the committee formulated a mission statement to describe how it was going to work toward its vision.

The Mission Statement reads:

To work toward community recovery and restoration, with development that is thoughtful, equitable, protected from future disasters, and focused on building a strong sense of community.

Goals

- *Improve the community's ability to respond to emergencies.*
- *Prepare for future disasters through emergency preparedness, resilience, and hazard mitigation.*
- *Build a stronger sense of community and foster volunteerism through community-wide communications and activities.*
- *Plan for development that creates a vibrant, affordable, and thriving community over the long term.*
- *Take a leadership role in regional cooperation.*

7 Ongoing Commitment

The Derry Resilience Project is an organizational structure created for flood recovery purposes. This organization will need to remain resolute over the long haul in its commitment to community development and hazard mitigation. State and federal agencies as well as other organizations must be engaged and continue to provide support. The town and its volunteer base may need to make strategic investments.



Above: Open House held on May 3, 2025.

8 Projects

Based on comments received at the January 25, 2025, Community Meeting, the committee narrowed its focus to 10 projects that fall into the following five categories:

Fire Department Strategic Planning

- Build a New South Derry Fire Station
- Develop a Water Supply Plan for Londonderry

Emergency Preparedness and Response

- Amend the Community Emergency Preparedness Plan
- Develop a website for emergency communications
- Revive the Londonderry Newsletter
- Create a Community Organization Active in Disaster (COAD)

Hazard Mitigation

- Conduct a North Village Scoping Study, looking at the confluence of Utey Brook and the West River

Community Development

- Create Long-term Community Development Plans for the north and south villages (focused on commercial and housing development out of the floodplain)

Regional Cooperation

- Create a Regional Watershed Study
- Create a Regional Watershed Management Task Force

For each project, the committee identified a project champion, project partners, (funding) resources, action steps, cost estimates, and a timeline for implementation, explained below.

Project Champion

Project champions are people or entities that agree to take the leadership role of a project to ensure it moves through the process. These leaders, critical to the success of every recovery strategy, have a passionate interest and the energy needed to keep the momentum going to drive projects through implementation. That passion is focused on their continued advocacy through all phases of the project.

Project Partners

For each project the committee identified likely partners, with whom collaboration and/or resources may be required. These partners include entities like the Windham Regional Commission, Stratton Foundation, Neighborhood Connections, the State of Vermont, FEMA, HUD, USDA, private foundations, and others.

Resources

Each project in this recovery strategy has a list of potential resources that can help bring projects to reality. Many funding agencies and organizations require that applicants complete an inclusive planning process and demonstrate a comprehensive, coherent and coordinated approach to the identification of problems and solutions for which the funds are being sought. This is one of the reasons the Town of Londonderry chose to prepare this plan. A few resources for which Londonderry is eligible and a good fit are listed for each project described in this document. For a comprehensive list of resources available to municipalities and nonprofits in Vermont, please see the [Vermont Grant Resource Guide 2025](#), available from the Vermont Office of Emergency Management.

Action Steps

Steps to achieve each project have been identified to the best extent possible. These lists of actions are meant to assist the town in beginning each project but will inevitably change as project implementation evolves.

Cost Estimates

Many project costs will not be identified until preliminary studies are completed. Rough estimates of project costs have been provided where possible.

Timeline

In the description of each project there is a timeline to indicate the years or timeframe in which each phase of the project is expected to be completed.

Measuring Progress

Some of the projects identified are long term. They will take shape over many years and even decades. Measuring and communicating success is important for maintaining momentum and keeping with the vision. One of the projects identified by the Recovery Committee is the revival of the Londonderry Newsletter, a monthly newsletter published to keep the community, stakeholders, and partners aware of progress and volunteer opportunities. This newsletter will inform the community about the progress made by the Derry Resilience Project. As of this writing, the first issue of Doings in Derry was published on May 1, 2025, and is available on the town's website.

Designated Recovery Project Coordinator

A Recovery Project Coordinator's primary responsibility is to oversee the implementation of the projects identified in the town's Recovery Plan. This includes coordinating with others to ensure that each project proceeds through resource identification, grant preparation and submittal, implementation, and maintenance of the recovery plan, ensuring the town can quickly recover from disruptions and maintain business continuity. It includes stepping in when needed to resolve issues that may crop up and convening task force meetings as necessary to maintain progress and reporting to the community on progress and obstacles. The coordinator acts as liaison between the town and task forces.

Category: Fire Department Strategic Planning

1. New South Village Fire Station

Description

The existing South Londonderry Fire Station was severely damaged by the flooding in July 2023. The South Londonderry Fire Department needs a new fire station as the building is vulnerable to repeated flooding.

Project Champions: Rich Phelan, Jeff Duda

Project Partners: Selectboard, Champion Fire Department, State of Vermont, FEMA, USDA-RD, sources of private philanthropic funding.

Action Steps:

1. A conversation between the Champion Fire Department and the Selectboard about how to accomplish the project.
2. Identify a location.
3. Seek funding to pay for a preliminary architectural design and cost estimate.
4. Develop preliminary architectural and engineering designs, cost estimate.
5. Seek and obtain funding for the entire project.
6. Develop final construction documents.
7. Write and advertise a Notice for Bids.
8. Negotiate a construction contract with the successful bidder.
9. Manage the construction of the project through to completion.

Cost Estimate: \$5M

Timeline: 5 – 10 years

Resources: USDA Disaster Supplemental, Hazard Mitigation Grant Program, SAFER Grant, private philanthropic funding.



2. Water Supply Plan

Description

There is a need in the Town of Londonderry to add to the number of places where water can be drawn for fire protection. The dry hydrants need to be regularly maintained, and their conditions assessed.

Project Champions: Chad Stoddard, Jeff Duda, James Ameden, Sr., Tom Cavanagh

Project Partners: Troy Dare, project manager for the Vermont Rural Fire Protection Grant Program, State of Vermont, Selectboard, Phoenix Fire Company, Champion Fire Department.

Action Steps

1. Engage with the two fire departments
2. Work with Troy Dare to finalize the project
3. Determine preliminary cost estimate, establish budget
4. Prepare construction documents
5. Write and advertise a Notice for Bids.
6. Negotiate a construction contract with the successful bidder.
7. Manage the construction of the project through to completion.

Cost Estimate: \$0 – \$1000

Timeline: 1 – 3 years

Resources: Vermont Rural Fire Protection Grant Program, State of Vermont, USDA.



Category: Emergency Preparedness and Response

3. Community Emergency Preparedness Plan Amendments

Description

The current Londonderry Emergency Operations Plan was completed in 2024, with an understandable focus on operations. Based on the public engagement meeting held on 1/25/2025, the community now believes that there is a need to amend the plan by adding items that have to do with preparedness. The items that the community wants to add include:

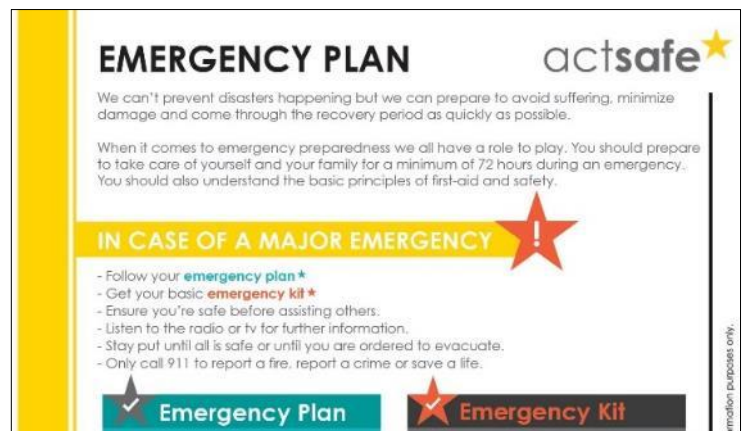
- Create a standing volunteer organization
- Collaborate with Neighborhood Connections (Case Management)
- Collaborate with the Stratton Foundation
- Provide preparedness and response training for volunteers

Project Champion: Rich Phelan

Project Partners: Neighborhood Connections, The Stratton Foundation, Londonderry Selectboard, Vermont Voluntary Organizations Active in Disaster (VT VOAD*)

Action Steps:

1. Form a working group to develop the details of the amendments to the plan.
2. Conduct working group sessions to identify and delegate tasks.
3. Develop final ideas for amending the plan.
4. Update the town website.
5. Identify a small group to maintain lists of resources, etc.
6. Identify team leaders who receive training and are ready to lead groups of volunteers in case of an emergency.
7. Connect with Vermont Voluntary Organizations Active in Disaster (VOAD) groups and be ready to receive and direct volunteers.



Cost Estimate: \$2k to cover advertising costs.

Timeline: 1 year

Resources: Vermont Emergency Management, Windham Regional Commission, Red Cross, Neighborhood Connections, The Stratton Foundation, Londonderry Selectboard, Vermont Voluntary Organizations Active in Disaster (VT VOAD*)

*The VT VOAD is a network of agencies that serve communities in Vermont impacted by disasters. VT VOAD is a statewide partnership of organizations and entities that have a role in preparedness, resilience, response, and recovery.

4. Emergency Communications Website

Description

The goal of this project is to have a page on the new website dedicated to emergency preparedness and operations. It will be used to issue alerts, notify residents of the availability of resources, and raise awareness about emergency preparedness and operations. It will be periodically updated and include a mechanism for signing up to receive emergency alerts through VT-Alert that is simple and easy to use. The Town solicited and evaluated bids from several website production companies and has accepted a bid from a company that will begin work on the website in late spring of 2025. In the short term, the town will continue to use the Facebook page.

Project Champion: George Mora

Project Partners: Rich Phelan, Selectboard, Maryann Morris, Tina Labeau

Action Steps:

1. Create content for a section dedicated to emergency communications, to be added to the website.
2. Manage the process of creating the finished website.

Cost Estimate: Will be included in the overall cost of the website.

Timeline: 1 year

Resources: Vermont Emergency Management

EMERGENCY OPERATIONS PLAN

Response Stage

Preparation "the earlier, the better"

Pre Event 1-8 weeks before event

During Event the week of the event

Post Event 1-3 weeks after event

ID	Business Impact	Objective	Target Audience	Tactics per channel	Timeline	Budget
1	Operatin System Fail	Plan ahead of time	Search for your event on search engines and event #hashtag on social media	Objective: Be prepared, foster alliances, and develop consensus recommendations	Objective: Market your event on all social platforms	Objective: Create exciting activities and give incentives
2	Heating sys Failure in Se Room A	Do a short online check:	Search for your event on search engines and event #hashtag on social media	Objective: Market your event on all social platforms	Main message: Amplify your presence at the event	Objective: Re-evaluate performance & recycle event content is key
3	Level 2 Employees Defection	Create a solid pre, during & post event approach	Objective: Target Audience	Objective: Create a landing page to attract participants	Objective: Raise awareness about your brand by sharing booklets	Objective: Update landing page with event activities and news
4	Fault in Pipeline	Staff	3	4	6	Moderate
		Services	4	5	2	Extreme

POWERSLIDES

WWW.POWERSLIDES.COM

Category: Emergency Preparedness and Response

5. Londonderry Newsletter

Description

The community wishes to revive the Londonderry newsletter that was discontinued in February of 2020. It will include notices about municipal and civic events held in Londonderry and the surrounding area.

Project Champion: Jen Greenfield

Project Partners: Pamela Spaulding

Action Steps:

1. Set up a new template.
2. Assemble new content from several sources.
3. Automate as much of the production as possible.
4. Update content on a regular basis.

Cost Estimate: \$0

Timeline: The first issue has already been delivered!

Resources: Town of Londonderry



6. Community Organization Active in Disaster (COAD)

Description

Recovery service providers in the area feel that there may be a better way to reliably provide access to information and services to communities in the area. They want to explore alternatives to the current LTRG structure. One alternative would be to create a Community Organization Active in Disaster (COAD) whose service area coincides with the Neighborhood Connections' service area. (Neighborhood Connections serves Andover, Chester, Jamaica, Landgrove, Londonderry, Peru, Stratton, Weston, Windham, and Winhall, the same service area as the Mountain Town LTRG.) While LTRGs serve in the immediate aftermath of a disaster and then is disbanded once all needs are met, the COAD organizational structure remains intact and active before, during, and after a disaster.

Project Champions: Rich Phelan, Thom Simmons

Project Partners: Neighborhood Connections, The Stratton Foundation, other non-profits in the area, Londonderry Selectboard, churches.

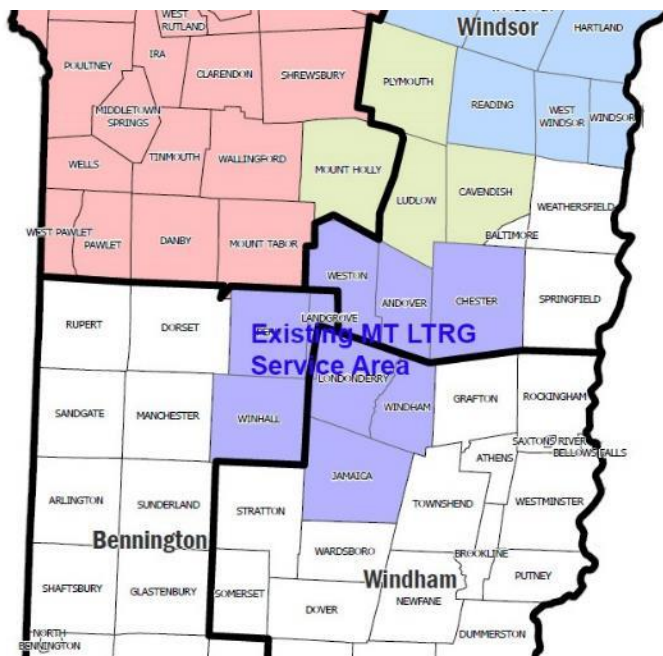
Action Steps:

1. Explore the feasibility of creating a COAD.
2. Create a plan for handing off any remaining cases after FEMA departs.
3. Form a COAD if feasible and desirable.
4. Draft regional rules of engagement for its incident command structure.
5. Conduct regional table-top exercises.
6. Receive training, possibly provided by VEM.
7. Coordinate with Londonderry Emergency Preparedness Plan.

Cost Estimate: \$0

Timeline: 1 year

Resources: Neighborhood Connections, The Stratton Foundation, Londonderry Selectboard, faith-based non-profits, other non-profits in the area.



Category: Hazard Mitigation

7. North Village Scoping Study

Description

The intent of this project is to look at the confluence of Utley Brook and the West River to see if it could be altered to lessen the "water dam" effect which contributes to flooding along North Main Street. The study area extends from the Plaza shopping center to the Williams Dam and from the confluence to Pingree Park. It will include an investigation of flooding impacts at the Plaza. It is hoped that the Utley Brook flood plain could be lowered in a few locations, or that benching could be done to create water storage.

This is the only RIVER project application that will be submitted to Vermont Emergency Management (VEM). It is a phased project. Phase 1 will look at the parcels, storage creation, floodplain restoration, vegetation, grading, and the island, which has a septic field in it. A wastewater plan was done in the past, and that will be integrated as needed. Phase 2 consists of implementation.

Project Champion: Paul Hendler

Project Partners: Londonderry Selectboard, Londonderry Planning Commission, Windham Regional Commission, State of Vermont, Conservation Commission

Action Steps:

1. Apply to VT Emergency Management by April 30.
2. Phase 1: Engineering study
3. Phase 2: Implementation

Cost Estimate: TBD

Timeline: Phase 1: 1 – 3 years; Phase 2: 3 – 10 years

Resources: Londonderry Planning Commission, FEMA HMGP Disaster Supplemental Funds, State Flood Resilient Communities Fund, Vermont Emergency Management. Nature Conservancy.



Category: Community Development

8. Long-term Village Center Development Concepts

Description

Focused on retail and in the designated village centers, identify ways to reconfigure development over the very long term to address the threat of future flooding; and to identify new areas of commercial and housing development outside the flood plain.

Project Champion: George Mora, Jen Greenfield, Pamela Spaulding

Project Partners: Londonderry Selectboard, Londonderry Planning Commission, Londonderry Development Review Board, Londonderry Zoning Administrator, property owners, Windham Regional Commission, Londonderry Housing Commission

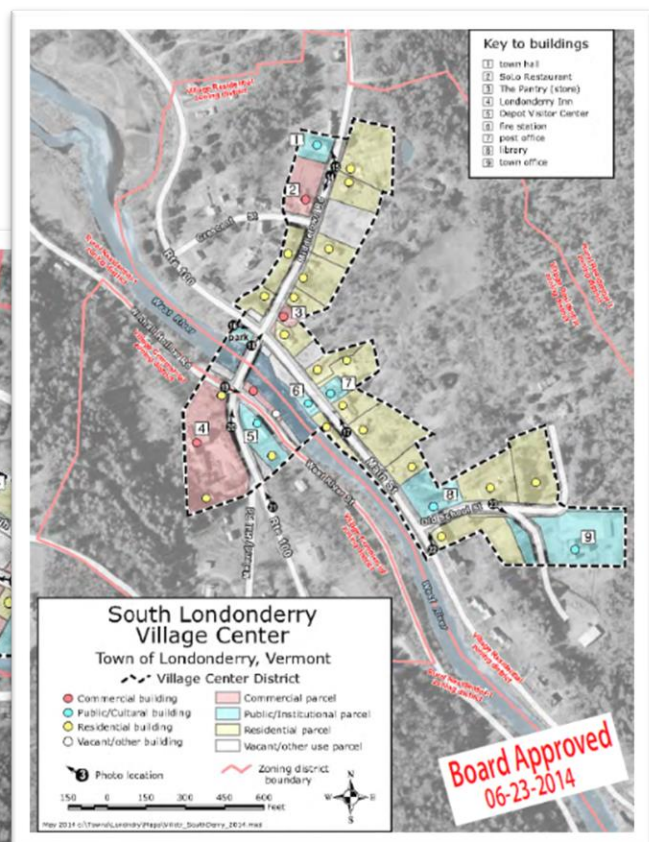
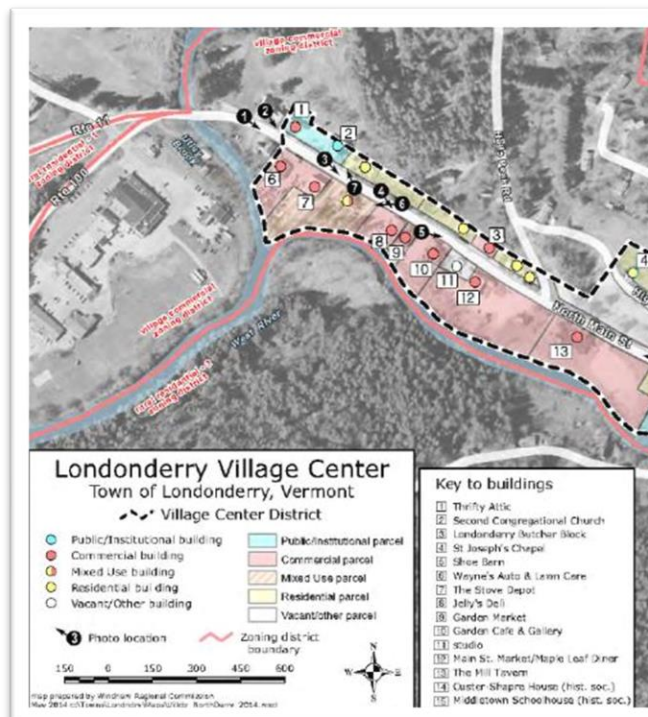
Action Steps:

1. Meet with owners of properties along north and south Main Street.
2. Develop a menu of options for redevelopment, focused on housing and commercial land uses.
3. Develop a conceptual plan and vision for incremental redevelopment over the long term that honors who and what Londonderry is, its history, and vision.
4. Complete the zoning bylaw rewrite.

Cost Estimate: TBD

Timeline: Ongoing

Resources: State Municipal Planning Grant, Windham Regional Commission.



9. Regional Watershed Study

Description

The community expressed a desire for a regional watershed study. A regional watershed study examines the interconnectedness and health of water resources within a specific geographic area, often encompassing multiple smaller watersheds or river basins. It aims to understand the complex interactions of land use, water quality, and environmental factors to inform management and conservation strategies. Key aspects of a regional watershed study:

- **Data Collection and Analysis:** Studies rely on collecting various data, including water quality samples, flow measurements, land use data, and other relevant information, which are then analyzed to identify trends and patterns.
- **Modeling and Simulation:** Computer models are frequently used to simulate watershed processes and predict the potential impacts of different management scenarios.
- **Stakeholder Engagement:** Engaging with local communities, landowners, and other stakeholders is crucial to ensure the study's relevance and to incorporate their knowledge and concerns.
- **Management Recommendations:** Ultimately, the study aims to provide evidence-based recommendations for improved watershed management, conservation, and protection.

Project Champion: Helen Hamman, Londonderry Conservation Commission

Project Partners: Vermont Nature Conservancy, Vermont Agency of Natural Resources, Vermont Emergency Management, Londonderry Selectboard, Londonderry Planning Commission, Londonderry Zoning Administrator, Londonderry Development Review Board, Londonderry Conservation Commission, Londonderry Zoning Commission, Windham Regional Commission, Windham County Natural Resources Conservation District, Connecticut River Conservancy, Vermont River Conservancy, Trout Unlimited.

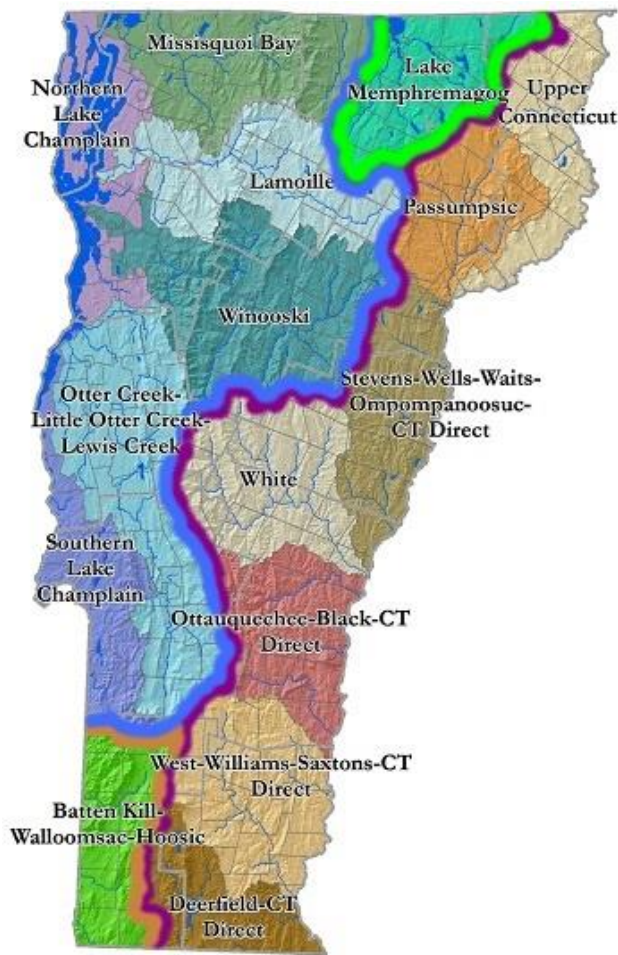
Action Steps:

1. The West River Corridor Plan is set to be finalized in May 2025.
2. Present the plan to the community.
3. Turn it over to the Management Task Force for implementation.

Cost Estimate: \$0

Timeline: 3 – 5 years

Resources: Vermont Emergency Management



Category: Regional Cooperation

10. Regional Watershed Management Task Force

Description

The community desires to create a Regional Watershed Management Task Force, a collaborative group focused on protecting and improving the health of the West River watershed area. This task force will bring together various stakeholders – including government agencies, scientists, community groups, and landowners – to address water quality issues, promote conservation, and manage water resources sustainably.

Project Champion: Helen Hamman, Londonderry Conservation Commission

Project Partners: Vermont Emergency Management, Londonderry Selectboard, Landgrove Selectboard, Londonderry Zoning Administrator, Londonderry Planning Commission, Londonderry Conservation Commission, Weston Selectboard, Windham Regional Commission, Windham County Natural Resources Conservation District, Vermont Nature Conservancy, Vermont Agency of Natural Resources, Connecticut River Conservancy, Vermont River Conservancy, Trout Unlimited (likely limited as to types of projects they work on).

Action Steps:

1. Approach the towns of Weston and Landgrove to gauge their interest and bandwidth for taking this on.
2. Create a task force made up of representatives from the towns and agencies that have shared interests.
3. Share information, collaborate on projects — such as blue alerts, debris removal, desktop exercises, etc.

Cost Estimate: \$0

Timeline: 1 – 3 years

Resources: Vermont Agency of Natural Resources, Windham Regional Commission, Windham County Natural Resources Conservation District, Connecticut River Conservancy, Connecticut Nature Conservancy, Vermont River Conservancy, Trout Unlimited.



9 Implementation Matrix

Goal 1: Fire Department Strategic Planning				
ID	Task	Champion	Partners	Timeframe
1	New South Village Fire Station	Rich Phelan, Jeff Duda	Selectboard, Champion Fire Department, State of Vermont, FEMA, USDA-RD, sources of private philanthropic funding.	5 – 10 years
2	Water Supply Plan	Chad Stoddard, Jeff Duda, James Ameden, Sr., Tom Cavanagh	Troy Dare, project manager for the Vermont Rural Fire Protection Grant Program, State of Vermont, Selectboard, Phoenix Fire Company, Champion Fire Department.	1 – 3 years
Goal 2: Emergency Preparedness and Response				
ID	Task	Champion	Partners	Timeframe
3	Community Emergency Preparedness Plan Amendments	Rich Phelan	Neighborhood Connections, The Stratton Foundation, Londonderry Selectboard, Vermont Voluntary Organizations Active in Disaster	1 year
4	Emergency Communications Website	George Mora	Rich Phelan, Selectboard, Maryann Morris, Tina Labeau	1 year
5	Londonderry Newsletter	Jen Greenfield	Pamela Spaulding	1 year
6	Long-term Recovery Group Restart	Rich Phelan, Tom Simmons	Neighborhood Connections, The Stratton Foundation, other non-profits in the area, Londonderry Selectboard, churches.	1 year
Goal 3: Hazard Mitigation				
ID	Task	Champion	Partners	Timeframe
7	North Village Scoping Study	Paul Hendler	Londonderry Selectboard, Londonderry Planning Commission, Windham Regional Commission, State of Vermont, Conservation Commission	4 – 13 years
Goal 4: Community Development				
ID	Task	Champion	Partners	Timeframe
8	Long-term Village Center Development Concepts	George Mora, Jen Greenfield, Pamela Spaulding	Londonderry Selectboard, Londonderry Planning Commission, Londonderry Development Review Board, Londonderry Zoning Administrator, property owners, Windham Regional Commission, Londonderry Housing Commission	On-going
Goal 5: Regional Cooperation				
ID	Task	Champion	Partners	Timeframe
9	Regional Watershed Study	Helen Hamman, Londonderry Conservation Commission	Vermont Nature Conservancy, Vermont Agency of Natural Resources, Vermont Emergency Management, Londonderry Selectboard, Londonderry Planning Commission, Londonderry Zoning Administrator, Londonderry Development Review Board, Londonderry Conservation Commission, Londonderry Zoning Commission, Windham Regional Commission, Windham County Natural Resources Conservation District, Connecticut River Conservancy, Vermont River Conservancy, Trout Unlimited.	3 – 5 years
10	Regional Watershed Management Task Force	Helen Hamman, Londonderry Conservation Commission	Vermont Emergency Management, Londonderry Selectboard, Landgrove Selectboard, Londonderry Zoning Administrator, Londonderry Planning Commission, Londonderry Conservation Commission, Weston Selectboard, Windham Regional Commission, Windham County Natural Resources Conservation District, Vermont Nature Conservancy, Vermont Agency of Natural Resources, Connecticut River Conservancy, Vermont River Conservancy, Trout Unlimited.	1 – 3 years

FW: VT Grant Conditions

From Shane O'Keefe <ASSISTADMIN@londonderryvt.org>

Date Wed 6/11/2025 11:10 AM

To Christina Haskins, PE <chaskins@dufresnegroup.com>

Cc Aileen Tulloch <townadmin@londonderryvt.org>

 3 attachments (1 MB)

BDCC Consultant Services Contract 2025-01-24 Amendment 1 - Executed.pdf; WRC Consultant Services Contract 2024-05-31 Final (Executed).pdf; WRC Contract_Amendment #1_draft 6-9-25.pdf;

Chrissy,

Here's what I sent to Lynette the other day on BDCC taking over for WRC on financial matters.

Shane

Shane O'Keefe
Assistant Town Administrator/Project Coordinator
Town of Londonderry, VT
100 Old School Street
South Londonderry, VT 05155

From: Shane O'Keefe

Sent: Monday, June 9, 2025 2:40 PM

To: Claudon, Lynnette <Lynnette.Claudon@vermont.gov>

Cc: Aileen Tulloch <townadmin@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; Bobbi Kilburn <bkilburn@brattleborodevelopment.com>; Kris Plante, BDCC <kplante@brattleborodevelopment.com>; Matthew Bachler <mbachler@windhamregional.org>; Chris Campany, WRC <ccampany@windhamregional.org>; Gary Hedman <gary.hedman@gmail.com>

Subject: RE: VT Grant Conditions

Hi Lynnette,

Thank you for sending along the contract requirements.

To recap our discussion last Friday, the Town is considering making a change to its financial management process for the village wastewater projects, and is seeking your concurrence with our plans. We have been contracting with the Brattleboro Development Credit Corporation (BDCC) for administrative and financial management services for the CWSRF-funded portion of the Town's village wastewater projects. And more recently the Town has been contracting with the Windham Regional Commission (WRC) for project coordination services for the projects, the scope of which includes financial assistance with the ARPA-funded portion of the project. With WRC project management services soon to ramp up due to the upcoming bidding and construction processes, while at the same time the CWSRF-funded portion of the project is winding down (though we hope that some ARPA-funded elements can be paid through the CWSRF forgivable loan in order to ensure all available funds are used

effectively), we are hoping to shift all financial management efforts to BDCC. Representatives of each organization have agreed to this in principle, and the Londonderry Selectboard is scheduled to consider this at its next meeting.

I have attached the existing contracts with BDCC and WRC for your consideration, as well as a proposed amendment to the WRC contract, as it has expired.

My questions for you:

1. Does your office have any issues with this proposed new financial assistance arrangement?
2. The front-end contract document that you linked to below appears to be for construction contracts and not necessarily for administrative-type service contracts. Am I incorrect about this?
3. If it is required of administrative services contracts, can we simply add it as an addendum in an amendment?

Many thanks for all your help with these important projects,

Shane

Shane O'Keefe
Assistant Town Administrator/Project Coordinator
Town of Londonderry, VT
100 Old School Street
South Londonderry, VT 05155

From: Claudon, Lynnette <Lynnette.Claudon@vermont.gov>
Sent: Friday, June 6, 2025 1:53 PM
To: Aileen Tulloch <townadmin@londonderryvt.org>; Shane O'Keefe <ASSISTADMIN@londonderryvt.org>
Subject: VT Grant Conditions

Two files at the bottom of the page.

<https://dec.vermont.gov/water-investment/water-financing/srf/step-3-state-revolving-fund-construction/front-end-documents>

Lynnette Whitney Claudon, PE (she/her) | Senior Water Infrastructure Program Engineer
Clean Watersheds Needs Survey Coordinator | Engineering Planning Advance Project Lead
Clean Water State Revolving Fund Program, Design & Construction Engineering Section
Vermont Department of Environmental Conservation
1 National Life Drive, Davis 3, Montpelier, VT 05620-3901
802-490-6226 | Lynnette.Claudon@vermont.gov
Connect with us on our website:
<https://dec.vermont.gov/water-investment/water-financing>
<https://dec.vermont.gov/village-wastewater>

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

CONTRACT FOR SERVICES

Amendment #1

This is an amendment, dated January 24, 2025, to the Contract entered into on February 23, 2023, by and between the Town of Londonderry, Vermont, (hereinafter "Municipality" or "Town") and the Brattleboro Development Credit Corporation, a domestic non-profit corporation with a principal place of business in Brattleboro, Vermont, and with a mailing address of 76 Cotton Mill Hill, Brattleboro, VT 05301 (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, and as permitted under ARTICLE 13 of the Contract, the parties hereto agree to the following amendments to the Contract, which shall be shown in **bold underlined** text, and acknowledge that all other provisions of the Contract remain in full force and effect.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be in an amount not to exceed \$5,000, as set forth in **a revised** Attachment B and made part of this contract for services by reference.

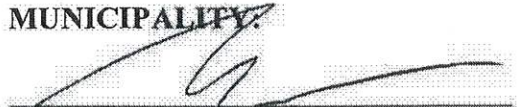
Invoices and Billing: Contractor shall bill on a time and materials basis, and shall submit invoices to the Town on no less than a monthly basis that clearly differentiate work efforts separately between the two Village Wastewater projects. Town shall pay invoices for all work in conformance with Attachments A and B promptly, and in no circumstances more than 30 calendar days from the date of receipt.

ARTICLE 3: TERM

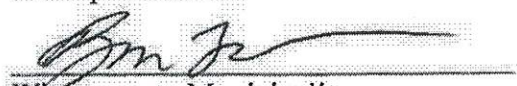
The term of this contract shall be from February 23, 2023 to **December 31, 2025**. The term of the contract may be extended only by mutual written agreement of the parties.

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

MUNICIPALITY:


Shane P. O'Keefe, Town Administrator
Duly authorized representative of Town

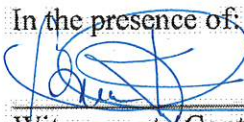
In the presence of:


Witness as to Municipality

BY CONTRACTOR:


Adam Grinold, Executive Director
Duly authorized representative of Contractor

In the presence of:


Witness as to Contractor

ATTACHMENT B
(revised)

Cost of Services

Hourly rates are as follows:

- Director of Finance & Grant Management -- \$94.52
- Finance Manager -- \$55.75

Rates are reset by Contractor on a bi-annual basis, as of 07/01 and 01/01.



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

CONTRACT FOR SERVICES

This Contract is entered into on February 23, 2023, by and between Town of Londonderry, Vermont, a Vermont municipality with a mailing address of 100 Old School Street, South Londonderry, VT 05155 (hereinafter "Municipality or Town") and the Brattleboro Development Credit Corporation, a domestic non-profit corporation with a principal place of business in Brattleboro, Vermont, and with a mailing address of 76 Cotton Mill Hill, Brattleboro, VT 05301 (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

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

ARTICLE 1: SERVICES PROVIDED

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

Professional grant management and administration services for the Town's two Village Wastewater projects -- for the North Village and the South Village -- as set forth in the scope of services attached hereto as Attachment A and made part of this contract for services by reference.

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

All work product and drafts of the work completed shall be property of the Town, and Contractor shall, in the event of a breach of this contract or a termination or cancellation of this contract, produce all data, drafts, charts, information and other work product to the Town for the Town's future purposes.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be in an amount not to exceed \$5,000, as set forth in Attachment B and made part of this contract for services by reference.

Invoices and Billing: Contractor shall bill on a time and materials basis, and shall submit invoices to the Town on no less than a monthly basis that clearly differentiate work efforts separately between the two Village Wastewater projects. Town shall pay invoices for all work in conformance with Attachments A and B promptly, and in no circumstances more than 30 calendar days from the date of receipt.

ARTICLE 3: TERM

The term of this contract shall be from February 23, 2023, to August 30, 2024. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 7 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within thirty (30) days of receiving payment from Municipality.

ARTICLE 6: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality.

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

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 7: INSURANCE

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and

\$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 8: NON-APPROPRIATION

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

ARTICLE 9: TERMINATION

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

ARTICLE 10: DEFAULT

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

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

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

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other

party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

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

ARTICLE 11: REMEDIES

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

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

ARTICLE 12: DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

- 1) First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
- 2) Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.
- 3) Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a competent court of law.

ARTICLE 13: CONTRACT DOCUMENTS

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

ARTICLE 14: SEVERABILITY

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

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

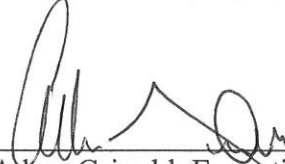
MUNICIPALITY:

By its Town Administrator:



Shane P. O'Keefe
Duly authorized representative of Town

BY CONTRACTOR:



Adam Grinold, Executive Director
Duly authorized representative of Contractor

In the presence of:


Witness as to Municipality

In the presence of:


Witness as to Contractor

ATTACHMENT A

Scope of Work

RESPONSIBILITY OF CONTRACTOR:

Contractor shall perform the following required services in the general administration of the Town's two separate Clean Water State Revolving Fund loans regarding Village Wastewater projects in Londonderry's north village (Loan #RF1-308-1.0) and south village (Loan #RF1-309-1.0).

- 1) **Payment Requests:** Provide guidance to the Town on filing reimbursement requests and ensure that reimbursement requests are accurate, within the approved budget and contain all necessary documentation to provide evidence of match and reimbursements that are expected to be paid by the State of Vermont. This will be done per the Water Infrastructure Financing Program in support of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). Submission of payment requests will be prepared in accordance with instructions made available at <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help>.
- 2) **Reporting:** Ensure that the Town files reports on time and with enough information to provide a meaningful outline of where the project is as part of the project timeline. This will be done per Loan #RF1-309-1.0 and Loan #RF1-309-1.0.
- 3) **Final Reporting:** In addition to 2) above, Contractor will ensure that the Town has filed their final report and financial report in a timely manner after the completion of the Town of Londonderry, South and North Village Wastewater Project.
- 4) **General Assistance:** Contractor will be available to provide guidance to the Town with other issues such as what their responsibilities are regarding procurement of goods and services and engaging with contractors. Contractor will provide general knowledge and support about federal grant programs, in this case specific to The Vermont Clean Water State Revolving Fund FFY 2021 Intended Use Plan Amendment as of May 25, 2022, administered by the State of Vermont Agency of Natural Resources, Department of Environmental Conservation.

Not Included: Contractor will not provide support, under this Agreement, for bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.

ATTACHMENT B

Cost of Services

Hourly rates are as follows:

- Director of Finance & Grant Management -- \$78.72
- Finance Manager -- \$47.98

Rates are reset by Contractor on a bi-annual basis, as of 07/01 and 01/01.

CONTRACT FOR SERVICES

This Contract is entered into on May 31, 2024, by and between Town of Londonderry, Vermont, a Vermont municipality with a mailing address of 100 Old School Street, South Londonderry, VT 05155 (hereinafter "Municipality") and the Windham Regional Commission, a Vermont regional planning commission as provided for under 24 V.S.A. Chapter 117, Subchapter 3, with a principal place of business in Brattleboro, Vermont, and with a mailing address of 139 main Street, Suite 505, Brattleboro, VT 05301 (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

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

ARTICLE 1: SERVICES PROVIDED

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

Professional project coordination services for the Town's two Village Wastewater projects -- for the North Village and the South Village -- as set forth in the scope of services attached hereto as Attachment A and made part of this contract for services by reference.

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

All work product and drafts of the work completed shall be property of the Town, and Contractor shall, in the event of a breach of this contract or a termination or cancellation of this contract, produce all data, drafts, charts, information and other work product to the Town for the Town's future purposes.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be in an amount not to exceed \$21,362, as set forth in the Contactor's submittal in Attachment B.

Invoices and Billing: Contractor shall bill on a time and materials basis, and shall submit invoices to the Town on no less than a monthly basis that clearly differentiate work efforts separately between the two Village Wastewater projects. Town shall pay invoices for all work in conformance with Attachments A and B promptly, and in no circumstances more than 30 calendar days from the date of receipt.

ARTICLE 3: TERM

The term of this contract shall be from May 20, 2024 to December 31, 2024. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 7 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within thirty (30) days of receiving payment from Municipality.

ARTICLE 6: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality.

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

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 7: INSURANCE

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a

policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 8: NON-APPROPRIATION

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

ARTICLE 9: TERMINATION

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

ARTICLE 10: DEFAULT

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

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

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

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults

caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

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

ARTICLE 11: REMEDIES

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

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

ARTICLE 12: DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

- 1) First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
- 2) Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.
- 3) Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a competent court of law.

ARTICLE 13: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no

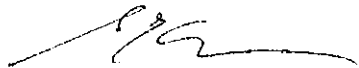
effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

ARTICLE 14: SEVERABILITY

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

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

MUNICIPALITY:
By its Town Administrator:



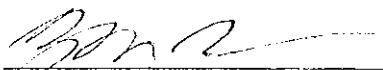
Shane P. O'Keefe
Duly authorized representative of Town

BY CONTRACTOR:



L. Christopher Campany, Executive Director
Duly authorized representative of Contractor

In the presence of:



Witness as to Municipality

In the presence of:



Witness as to Contractor

Village Wastewater Project
SCOPE OF SERVICES
FOR PROJECT COORDINATION

1. Provide overall Project Coordination services for the Town, addressing all project management functions for the Town to ensure timely and efficient project planning and implementation functions with the understanding that it is incumbent upon the Town to take project-related action and make project-related decisions in a timely manner. Coordinate all project activities and monitor all aspects of project development on behalf of the Town while acting as liaison between the Town, the State of Vermont Water Investment Division (WID), consultants and/or contractors as necessary.
2. Establish and maintain internal controls as needed to monitor work progress.
3. Attend meetings of the Village Wastewater Committee (VWC), as requested, providing written updates on Project progress in a form or format acceptable to the VWC.
4. Attend meetings of the Selectboard (SB) to provide written updates on Project progress on a monthly basis, or as directed by the Town, in a form or format acceptable to the SB.
5. Prepare Quarterly Reports for submittal to the WID in the format required by the WID for the Project.
6. Review all project invoices for accuracy, completeness and reasonableness before coordinating timely invoice payment processing by the Town.
7. Prepare monthly reimbursement requests (or more frequently as may be required) for submission to the WID for reimbursement of Project costs using the form(s) provided by the WID. Coordinate with the Town for preparation for all documents required for submission. Review packages with Town each month.
8. With input from the Engineer, prepare Project schedules with critical path and available float for the Project. Prepare monthly updates to the Project schedule and critical path, and monitor project float with input from the Engineer to ensure Project progress meets schedule requirements. Immediately inform the Town when the critical path slips and if float is lost. Monitor design development progress by the Engineer for the required and timely submission to the Town for review, and all regulatory agencies for permit approvals for the Project. In coordination with the Engineer, monitor all agency review periods to ensure timely review. Coordinate with the Town and Engineer to address recovery for project schedule slip, especially where it will impact required submission of deliverables to the State Agencies for permitting or funding compliance.

9. Provide property owner liaison management (including contact logging) to ensure that property owner concerns regarding the Project are adequately addressed throughout the term of the project. As appropriate, inform and confer with the Town regarding significant property owner and/or resident contacts and resolution of concerns/issues.
10. Coordinate with the Engineer and meet with prospective property owners wishing to connect to the Project. Maintain a list of residents interested in connecting as well as monitoring individual resident connection design development for property owners who have committed to connecting and coordinate with the Engineer and property owner to ensure property owners approve of the proposed design on their property.
11. Coordinate the development and execution of easements for connections with the Town, Engineer, Town Attorney, and property owner.
12. Assist the Town, and the Town Attorney in the development and coordination of a Community Wastewater Ordinance.
13. Prepare Request for Proposals / Qualifications and Scope of Services for any and all consulting or contracting needs subject to Town and WID approval. Act as member of consultant or contractor selection team and assume responsibility for documenting this process.
14. Ensure that all provisions of consulting/contracting contracts are met and submitted on time and within cost limits. Responsible for contract administration, except for tasks specifically and normally the responsibility of the Town.
15. Provide financial monitoring and oversight of invoices.
16. Keep a master project file which will become the possession of the Town once the project is completed. Should any additional information be necessary to meet any reviews of the Project, such as an audit, the Project Coordinator will assist the Town with providing or securing such information.

ATTACHMENT B

Windham Regional Commission Londonderry Village Wastewater Project Budget Proposal for Project Coordination				
Tasks	Total Hours	Hourly Rate	Mileage	Total
Overall project coordination services	32	\$ 100		\$ 3,200
Attend Village Wastewater Committee meetings	40	\$ 100	\$ 375	\$ 4,375
Attend Selectboard meetings	16	\$ 100	\$ 187	\$ 1,787
Prepare quarterly reports for WID	8	\$ 100		\$ 800
Review project invoices	8	\$ 100		\$ 800
Prepare monthly reimbursements	12	\$ 100		\$ 1,200
Prepare project schedule and monthly updates	12	\$ 100		\$ 1,200
Property owner liason management	20	\$ 100		\$ 2,000
Meet with owners wishing to conncet and maintain list of interested parties	20	\$ 100		\$ 2,000
Coordinate development and execution of easements	10	\$ 100		\$ 1,000
Assist in developing community wastewater ordinance	15	\$ 100		\$ 1,500
Prepare RFPs for consultants or contractors	15	\$ 100		\$ 1,500
Total	208			\$ 21,362



CONTRACT AMENDMENT #1

This Contract Amendment (the “Amendment”) is made between the Windham Regional Commission (hereafter the WRC) and the Town of Londonderry (hereafter the Town). This Amendment is to the contract entitled “Contract for Services Between Windham Regional Commission and the Town of Londonderry” entered into on May 31, 2024.

The original contract is amended as follows:

ARTICLE 3: TERM

The term of this contract shall be from May 20, 2024 to December 31, 2025. The term of the contract may be extended only by the mutual written agreement of the parties.

The above-listed change is the only change to the original above-referenced contract. The remainder of the original contract shall remain in full force and effect. This Amendment shall become effective upon the signatures of both Parties.

For the Windham Regional Commission:

L. Christopher Campany, Executive Director

Date: _____

For the Town of Londonderry:

Aileen Tulloch, Town Administrator

Date: _____

Town of Londonderry, VT
RFP No. 2025-7 Bid Tabulation 2025-06-12

BID TABULATION

A	B
Project	Project
Town Office Cleaning-Option A	Town Office Cleaning- Option B

Bidder

- 1 **SVT Property Management**
Chester VT

280 per week	280 per week

Low bids are underlined

BID PROPOSAL FORM

Due: Thursday, June 12, 2025 at 2:00 PM

Complete and electronically submit the following proposal, please write clearly

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

A. Required Bid:

Bid for Scope of Services for period 07/01/2025 to 6/30/2026 \$ 280.00
PER WEEK

B. Optional Bid:

Bid for Scope of Services for period 7/1/2025 to 6/30/2027 \$ 280.00
PER WEEK

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 surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

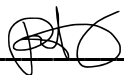
Company: SVT Property Management

Authorized Representative: Renata Sawyer

Address: 1057 Quarry Rd., Chester, VT 05143

Phone: 802-289-4332

Email: SVTPropertyManagement@gmail.com

Signature:  **Date:** 6/12/2025

[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. 2025-07

DATE: 5/29/2025

PROJECT TITLE: Town Office Cleaning

PROPOSAL DUE DATES: Sealed bid proposals are due by Thursday June 12, 2025, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: Services are required from July 1, 2025 through June 30, 2026, though there is a bid option to the extend service period.

BIDDER ELIGIBILITY:

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

CONTENTS OF THE INVITATION TO BID (ITB):

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

1. INTRODUCTION

Proposals are requested for the weekly cleaning of the Londonderry Town Office for the period July 1, 2025 through June 30, 2026, but the Town is willing to consider proposals for a longer contract period.

2. SCOPE OF WORK

The Town of Londonderry is seeking a qualified contractor to provide the following cleaning services at the Londonderry Town Office (Twitchell Building) located at 100 Old School Street, South Londonderry, Vermont.

A. The Contractor will perform the following each week, during a mutually agreeable AFTERNOON within the Town Office's regular business hours:

1. Dust all areas
2. Vacuum all floors in all areas
3. Mop all wood floors with special wood floor cleaner

4. Mop bathroom floors
5. Clean bathrooms, keep soap dispenser filled, replace paper towels and toilet tissue when needed
6. Clean kitchen area, occasionally wipe out microwave and refrigerator
7. Empty all trash and paper recycle bins (do not empty recycling in Listers Office)
8. Take recycling and trash to the Londonderry Transfer Station (includes empty cardboard boxes)
9. Sweep off all entrances, front and back
10. Provide list of cleaning supplies needed when low to Town Clerk
11. Wipe down and sanitize all hard surfaces
12. Sanitize all doorknobs and light switches
13. Notify Town Clerk of any building issues that may need attention
14. Keep all cleaning supplies organized in cupboards

B. The Contractor will perform the following once or twice a year at a mutually agreeable time:

1. Vacuum windowsills between windowpanes.
2. Clean the Town Hall (139 Middletown Road, South Londonderry) and or other Town buildings. NOTE: This work will be in addition to the regular weekly cleaning services and may be invoiced at the same weekly rate as the Town Office cleaning.

C. Other conditions:

1. Regular business hours of the Town Office at this time are: Monday through Friday 8:30am to 4:00pm.
2. Minor modifications to weekly cleaning tasks may be required based on operational circumstances in office spaces.
3. Contractor shall use their own all equipment necessary to perform this work, though cleaning and sanitary supplies will be provided by the Town.
4. Terms and conditions will be further defined in a formal contract.
5. Contractors will submit an all-inclusive, fixed price bid, including sub-contractor costs, if applicable.
6. The Town reserves the right, to which the Contractor agrees by submitting a response to this solicitation, to require a background check of the Contractor and any of its employees that work within Town buildings, the sole cost of which will be at the expense of the Town.

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

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.

Invoices may be submitted monthly. Payment terms are Net 30 days.

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

Bids should be submitted electronically to the following email address:
townadmin@londonderryvt.org. Bids will also be accepted by mail or in person.

Respondents are 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. 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.

All proposals must be submitted to the Town of Londonderry in care of the **RFP Coordinator** with reference to **“Town Office Cleaning Bid.”** 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.

There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard at their next regularly scheduled meeting after the submission deadline.

5.1 RFP Coordinator

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

Aileen Tulloch, Town Administrator
Town of Londonderry
100 Old School Street
South Londonderry, VT 05155

Phone: 802-824-3356, ext. 105

Email: townadmin@londonderryvt.org

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. Communication directed to parties other than the RFP Coordinator may result in disqualification of the bidder.

To visit and inspect the property prior to bidding, please do so **BY APPOINTMENT ONLY** during regular business hours. Appointments must be arranged by calling the Town office at 802-824-3356.

5.2 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.

5.3 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.

5.4 Right to Extend Contracts

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

5.5 Insurance Requirements

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.

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.

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.

5.5.1 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.

5.5.2 Automobile Liability Insurance

Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.

5.5.3 Workers' Compensation

The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

6. EVALUATION AND CONTRACT AWARD

6.1 Evaluation Procedure

Proposals will be evaluated in accordance with the requirements stated in this request and the *Town of Londonderry Purchasing Policy*.

The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal, and may require an interview of any bidders.

6.2 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.

6.3 Notification to Bidders

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.

6.4 Start of Work

Work will commence on or about July 1, 2025.

Bid Proposal Form is on following page

BID PROPOSAL FORM

Due: Thursday, June 12, 2025 at 2:00 PM

Complete and electronically submit the following proposal, please write clearly

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

A. Required Bid:

Bid for Scope of Services for period 07/01/2025 to 6/30/2026 \$ _____
PER WEEK

B. Optional Bid:

Bid for Scope of Services for period 7/1/2025 to 6/30/2027 \$ _____
PER WEEK

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 surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]

Town of Londonderry, Vermont

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

Itinerant Vendor License Application

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

Application No. _____ Fee Received _____ (per schedule below)
Applicant Name: Suzanne Burge, Outreach & Event Coordinator, Neighborhood Connections
Business Name: Neighborhood Connections Inc.
Address: 5700 Rte 100, Suite 1500, Londonderry, VT 05148
Telephone: 802-824-4343 Email: suzanne@ncvermont.org
Vending Site: Physical Address 5700 Vermont Rte 100 Parcel ID No: _____
Owner of record, if different from above: Lancaster Property Management
Address: _____
Telephone: _____ Email: _____

Description of proposed Vending Activity, specifically including:

Items/products/service to be sold: NO SALES WHATSOEVER. "Living Well Health & Benefits Fair"
an event designed to showcase benefits & services for the community

Terms of operation – days per week, month or year: Friday, September 19, 2025 - 11AM - 2 PM

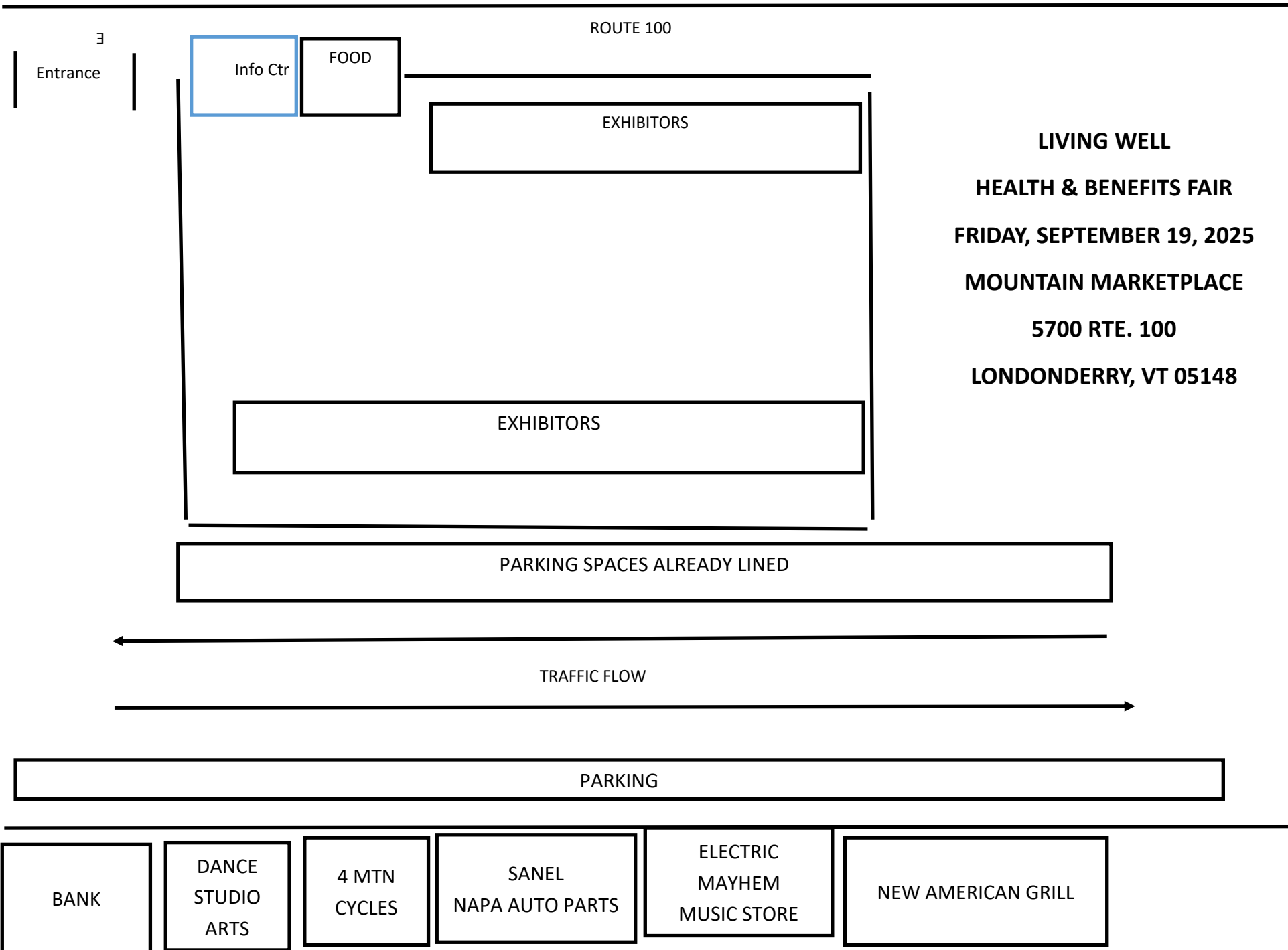
Attachments Required – All of the following:

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

Fee Schedule for Itinerant Vendor Application

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

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





AGE SUCCESSFULLY

A HEALTH & BENEFITS FAIR

FREE TO THE PUBLIC



**FRIDAY,
SEPTEMBER 20, 2024**

11AM TO 2PM

**Waypoint Center
17 Depot Street, Bellows Falls**

FREE BBQ

**Help yourself to a sample of the
abundance of Autumn!**



View the list of exhibitors online.

EXHIBITORS:

AARP Vermont Fraud Watch Network
Bayada Hospice • Bellows Falls Area Senior Center
Dartmouth Cancer Center • Depart. of Child & Family Services
FCP Live-In Home Care • Financial Abuse Specialist Team of VT
Greater Falls Connections • Green Mountain RSVP • HCRS
Long Term Care Ombudsman/ VT Legal Aid
Lincoln Street Inc/VCOH • Main Street Arts • My DNR Wish
North Star Health/Rockingham Health Center
Our Place Drop In Center • Parks Place • Putney Community Cares
Rockingham Arts & Museum Project • Rockingham Free Library
Sharing Housing, Inc. • State of VT Assistive Technology Services
State of VT Division of Fire Safety • Tai Chi Vermont
The Gathering Place Adult Day • Turning Point Recovery Centers
Veterans Outreach Program Specialist • Visiting Angels
Visiting Nurses & Hospice of VT and NH
& many more...

SPONSORED BY:



Suzanne Burge
802-822-0498

sburge@seniorsolutionsvt.org



Amanda Reed
802-463-2217

amanda@ourplacevermont.org



Julie Cermola
Julie@ParksPlaceVermont.com



Teagen Kosut,
802-463-3907
bfsc@sover.net

With the generosity of the following: Mascoma Bank, the Town of Rockingham, and Bellows Falls Pet Supply

seniorsolutionsvt.org

**LONDONDERRY SELECT BOARD
100 OLD SCHOOL STREET
SOUTH LONDONDERRY, VT 05155**

NON-PROFIT REQUEST TO WAIVE TRANSFER STATION FEES

Effective January 1, 2016

In recognition of the importance of volunteer efforts and community service, the Londonderry Select Board will consider waiving solid waste tipping fees at the Londonderry Transfer Station for non-profit organizations in the Londonderry Group's member towns of Landgrove, Londonderry, Peru, Weston, and Windham. Only waste that is acceptable at the Transfer Station will be accepted.

Fee Waiver application form below must be completed and submitted to Town of Londonderry Select Board at the above address or dropped off at Londonderry Town Office. The application will be considered at the next regular meeting following submission. You will be notified of the outcome of your application.

The Londonderry Select Board reserves the right to approve or deny any application for any reason.

Person filing for waiver: Suzanne Burge

Name of Organization: Neighborhood Connections Inc.

Address: 5700 Rte 100, Suite 1500, Londonderry, VT 05148

Contact information (phone/email): suzanne@ncvermont.org 802-824-4343

Date of 501c3 (attach letter of determination): attached

Describe the organizations purpose: to promote the health and well-being of the people in southern Vermont's mountain towns through advocacy, education, and social services.

What is the source and weekly volume of the trash for which you are applying for a fee waiver?
minimal, perhaps some plastic water bottles

Contradance on the evening of July 18, 2025

Does paying for trash disposal present a hardship for your organization? Y or N No

Please explain: _____

Signature of Applicant: Suzanne Burge Date: 6/6/25

Signature of Select Board Member: _____ Date: _____

Town of Londonderry

Adopted 10-5-15

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 12 2010

GREEN MOUNTAIN COMMUNITY MEDICAL &
SOCIAL SERVICES INC
C/O NEIGHBORHOOD CONNECTIONS
PO BOX 207
LONDONDERRY, VT 05148

Employer Identification Number:
26-4547219
DLN:
17053007342020
Contact Person:
JACOB A MCDONALD ID# 31649
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 31, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

Robert Choi 947 (DO/CG)

Enclosure: Publication 4221-PC

Robert Choi
Director, Exempt Organizations
Rulings and Agreements



Sincerely,

GREEN MOUNTAIN COMMUNITY MEDICAL &

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

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

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

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

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

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

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

FACILITY USE AGREEMENT

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

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

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

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

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

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

This Agreement, dated June 5, 2025 is between the Town of Londonderry and Neighborhood Connections Inc. The parties agree to the conditions as listed in this document.

FACILITY: Pingree Park

EVENT: Contradance

DATE: July 18, 2026

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

Town of Londonderry: By Thom Simmons (Authorized Agent)

User Suzanne Burge

Address: 5700 Rte 100, Suite 1500 Town Londonderry St VT Zip 05148

Phone: 802-824-4343 suzanne@ncvermont.org

Neighborhood Connections Inc. (Organization, if applicable)



State of Vermont
Windham County Sheriff's Office
P.O. Box 8126
Brattleboro, VT 05304-8126
Tel: (802) 365-4942
Mark R. Anderson, Sheriff



CONTRACT # 26-010

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made this 12th day of June 2025, by and between the Windham County Sheriff's Office having its office in Brattleboro, Vermont (hereinafter the "Office") and the Town of Londonderry having its office in Londonderry, Vermont (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

Recitals

Whereas, the Town desires to contract with the Office for the performance of law enforcement services; and

Whereas, the Office is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement agreements are authorized and provided for pursuant to Title 24, Section 291a of the Vermont Statutes.

Now Therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Scope of Services

- A. The Office shall provide general law enforcement services on behalf of the Town to the extent and in the manner set forth in this Agreement.
- B. Such services shall include those duties and functions of the type coming within the jurisdiction and customarily rendered by the Office, including but not limited to: furnishing patrols, investigating, apprehending, preparing for prosecution, and the final disposition of any motor vehicle violation, vehicle identification number (VIN) verification, and local ordinance violations.
 - i. The Office will only conduct VIN verification services with the Town during its regular patrol schedule. No special trips to the Town will be

made for the singular purpose of providing VIN verifications.

- C. All matters incident to the performance of such services or the control of personnel employed to render such services under this Agreement shall be and remain in the control of the Office. All deputy sheriffs assigned to service for the Town pursuant to this Agreement shall be subject to and shall abide by all policies and procedures of the Office.
- D. The Town agrees that all emergency calls will be directed to the appropriate Town's primary law enforcement agency. The Office agrees to supplement policing services in addition to the respective primary law enforcement agency's resources at the request of the Town Administration.
- E. The Office may assist other agencies in an emergency within or in close proximity to the Town and will request, if needed, assistance from other agencies.
- F. The Town acknowledges that policing activities can result in court hearings in which the Office's staff is required to attend. The Town agrees to compensate the Office for activities including but not limited to, court hearings, depositions and other legal processes for activities performed pursuant to this contract.

2. Compensation

- A. The Office shall be paid at the Regular Rate of \$65.00 per hour per deputy, and will cover related expenses for the hourly wage of the deputy; including worker's compensation, unemployment, social security, federal/state withholdings, Police Professional Liability coverage and supervision. The hourly rate includes the mileage reimbursement rate for cruiser use.
- B. The Town shall pay to the Office the sum of \$70000 for the services provided under this agreement.
- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$5833.33, due on or before the first of each month.
- D. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- E. The Town agrees to promptly pay said statement immediately after the Town's first Selectboard meeting, held for purpose of approving bills/invoices, following the receipt of said invoice for law enforcement services.
- F. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of 1½ (1.5%) per month, 18% per annum.
- G. The Town shall provide the Office with a signed copy of the contract prior

to the start of services. Under exigent circumstances that may prevent a signature from the Town prior to the start of the services, the terms of this contract shall remain binding.

3. Personnel and Hours Provided.

- A. The Office agrees to provide fully equipped and trained deputy sheriffs and fully equipped vehicles to provide services upon request of the Town Administration.
- B. The Office agrees that it will schedule deputies on a regular basis to meet a goal of approximately 20.71 hours a week of patrol coverage. The Office agrees that based on input of the Selectboard the numbers of hours per month will be adjusted to the specially identified needs of the Town
- C. The Town may provide the Office with a letter designating the names and/or positions of personnel authorized to request services under this agreement. Absent this letter, requests for service will only be accepted by the Office from the following, who will hereinafter be referred to as Town Administration:

Authorized Individuals/Positions

- i.
 - ii.
 - iii.
 - iv.
 - v.
- D. The Town agrees that any personnel or policy concerns shall be raised with the Sheriff and his or her designee and not with on-duty deputies or staff.
 - E. The Town will contact the Sheriff and his/her designee if they wish a change or special emphasis made to satisfy the Town's law enforcement needs.

4. Equipment Provided by the Office.

- A. The Office shall furnish and maintain all necessary equipment and supplies to perform the law enforcement services under this Agreement. The Office shall furnish fully equipped police cruiser(s) for all services incurred in connection with law enforcement and related duties concerning the Town. The cost of vehicle operations shall be the responsibility of the Office except as otherwise

provided in this agreement.

- B. The Office shall provide other law enforcement equipment reasonably necessary for provision of the services under this Agreement including, but not limited to, radio equipment, breath testing equipment, and radar units. Deputies shall be certified to utilize such equipment.
- C. The Town shall incur all expenses for any special equipment requested and approved by the Town for use by the Office in the furtherance of this Agreement.
- D. The Office shall be the owner of any and all equipment acquired for use by the Office in the furtherance of this Agreement. Any specialized equipment requested and purchased by the Town shall remain the property of the Town.

5. Facilities, Equipment and Documentation Provided by the Town.

- A. The Town agrees, in lieu of providing facilities, a deputy conducting necessary activities in accordance with this agreement may be performed at a facility designated by the Office.
- B. The Town agrees to furnish the Office with certified copies of all municipal ordinances of the Town and make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- C. The Town will furnish the Office with legal counsel or advice concerning their Town ordinances after consultation with the Town, if necessary.

6. Reporting and Documentation.

- A. No later than the 15th day of the month following the month of provided services, the Office shall provide to the Town:
 - i. Spreadsheet with Vermont Civil Violation Complaints (ticket(s)) issued during the preceding month.
 - ii. The Office will provide activity reports to the Town through the utilization of the electronic Sheriff's Town Activity Reporting System.
- B. The Town will designate in writing, one of the Selectboard members or administrative officers to be a liaison with the Office.

7. Insurance. The Office shall purchase auto liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles,

personnel, and equipment used by the Office in the provision of the services under this Agreement.

- 8. Administration Fee.** Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at any time during the term of this Agreement.
- 9. Term.** The term of this Agreement shall be July 1, 2025 to June 30, 2026.
- 10. Notice/Renewal.** On or before November 1, 2025 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.
- 11. Termination.** Either party may terminate this agreement with 30 days prior written notice.
- 12. Conflicts of Interest and Interference with Law Enforcement Duties.**
 - A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under this Agreement. For purposes of this Agreement, the terms “interfere” and “influence” shall mean any identification or use of an employee, official or agent’s position in the Town with the intention or purpose of shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.
 - B. Any employee, Officer or agent who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the

matter to the Sheriff for an appropriate response.

- C. No deputy sheriff providing service under this Agreement shall use or attempt to use his or her official position, official identification or badge for personal or financial gain, or for obtaining privileges not otherwise available to him or her from or through the Town.

13. Availability of Resources. This entire agreement is based upon availability of the Office's staff and resources.

14. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and prior understandings or representations preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding if evidenced in writing and signed by an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.

15. Governing Law. This contract will be governed by the laws of the State of Vermont.

Windham County Sheriff's Office

Town of Londonderry

By: _____
Mark Anderson, Sheriff

By: _____
Duly Authorized Agent

Date: _____

Date: _____

Londonderry Housing Commission

Statement on STR Ordinance Amendments - June 13, 2025

In April 2025, the Londonderry Short Term Rental Committee proposed, and the Select Board approved, amendments to the short-term rental ordinance¹ to further address elements of the stated purpose. These amendments are intended to:

1. Enhance the safety of STRs, ensuring compliance with Vermont safety codes,
2. Eliminate nuisance factors such as noise and trash that have been affecting neighborhoods, and
3. Prevent further loss of housing stock available to residents.

The Londonderry Housing Commission **supports** the proposed amendments to the ordinance and encourages town voters to approve the amendments for the health and safety of the community.

While the amendments won't prevent the loss of our limited housing stock, it does take an important step to **slow** the conversion of existing housing into full-time STRs. These amendments also preserve the ability of full-time and seasonal residents to rent their properties on a short, seasonal, or long-term basis. Ultimately, we believe the Town should place caps on the number of STRs as a percentage of housing units, similar to other resort towns in Vermont and other states.

The 2023 Londonderry Housing Needs Assessment stated that:

The balance between year-round housing and seasonal homebuyers and short-term rental operators may threaten the viability and sustainability of Londonderry as a vibrant year-round community unless strategic interventions are made.

¹ <https://www.londonderryvt.org/wp-content/uploads/2025/04/SB-Meeting-2025-04-21-Meeting-Packet.pdf>

STR Ordinance Amendment Highlights

The amendments limit **new** STRs, specifically unhosted or non-Homestead STRs, by mandating a 1-year waiting period for new owners to register an unhosted STR and limiting them to 50 short-term rental days. The amendments also limit the number of properties and the number of STRs operated on a property by any owner.

Pre-existing STR registrations are exempted from the amendments.

STR Ordinance Background

The town of Londonderry has seen a significant increase in short-term rentals or “STRs”². Specifically, the town has observed an increase in properties purchased by non-residents for use exclusively as full-time STRs. Based on current registration data, STRs represent approximately 7% of Londonderry’s housing units.

In 2024, Londonderry adopted an uncontested STR ordinance. The stated purpose of the ordinance is to:

(a) to balance the desire of property owners to rent their residential properties to short-term rental guests for compensation against the desire of residents to preserve the traditional peace and quiet of their residential neighborhoods;

(b) to preserve and protect residential neighborhood character and livability from the nuisance impacts that are often associated with short-term rentals;

(c) to limit or prevent the loss of available housing stock for long-term rentals or for purchase by those who wish to reside in Londonderry from being replaced with short-term rentals;

(d) to ensure the safety of occupants of short-term rentals and the well-being of the community; and (e) to promote the public health, safety and welfare of the Town, its residents and visitors.

² Dwelling units rented to the transient, traveling, or vacationing public for a period of fewer than 30 consecutive days and for more than 14 days per calendar year.

Esther Fishman
PO Box 253
Londonderry, VT 05148
802-824-3306

Londonderry Selectboard
100 Old School Street
So. Londonderry, VT 05155

Dear Members of the Selectboard,

Please accept this letter as my formal resignation as the Recycling Coordinator/Solid Waste Manager for the Londonderry Solid Waste Group. My last day will be August 30, 2025 or a time sooner if a replacement is found before that date. I am happy to make myself available to train whoever is hired to take this position.

I appreciate the 17 years I have spent serving the Londonderry Selectboard and the towns of the Londonderry Group. Please let me know how I can assist to ensure a smooth transition.

Best Regards,

A handwritten signature in black ink, appearing to be 'Esther Fishman', with a stylized, cursive script.

Esther Fishman

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

Job Opening - Londonderry Recycling Coordinator

The Town of Londonderry, Vermont is accepting applications for a part-time (10 hours per week, with a maximum of 20) Recycling Coordinator. A full job description can be found by visiting the Town of Londonderry's website, www.londonderryvt.org.

Applicants are asked to submit a required Employment Application, which can be found in the Town Forms section of the Town web site: www.londonderryvt.org. Submit via email to townadmin@londonderryvt.org or mail to: Town of Londonderry, 100 Old School Street, South Londonderry, VT 05155.

Position opened until filled. The Town of Londonderry is an equal opportunity employer.

Posted June 12, 2025

Town of Londonderry, Vermont

Recycling Coordinator Job Description

FLSA Status: Exempt

Reports To: Selectboard

OBJECTIVE/PURPOSE

Under the direction of the Selectboard, the Recycling Coordinator/Solid Waste Manager designs and implements programs for recycling, solid and hazardous waste management, and education for the five towns of the Londonderry Solid Waste Group (LSWG) Landgrove, Londonderry, Peru, Weston and Windham, Vermont.

WORK HOURS

In general, the schedule for this position is self-directed and flexible, with the majority of work conducted remotely. However, attendance at scheduled meetings of the Selectboard outside of normal work hours may be required. The estimated average work week for the position is 10 hours, with a maximum of 20 hours per week.

DUTIES AND RESPONSIBILITIES

- Design, implement and manage programs that assist member towns, residents, businesses, schools, and other institutions, with waste management, reduction, and diversion activities. These include collections, recycling, composting, source reduction, and hazardous materials management in compliance with Vermont statutes.
- Research, write, and implement program related grants and grant-funded programs including oversight of sub-contractors.
- Conduct educational programs, and provide technical assistance for residents, businesses, institutions, schools, and town government, including the design, production, and dissemination of educational/informational materials. Educational programs must comply with requirements set forth in the Vermont Materials Management Plan (MMP).
- Design additions and changes to the Recycling/Transfer Station portion of the Londonderry website in accordance with the Vermont MMP.
- Write public information articles for newspapers and social media sites.
- Write and implement the Londonderry Group's Solid Waste Implementation Plan (SWIP) and other required documents. Post on Londonderry's website.
- Draft for review Requests for Proposals (RFPs) for program related services.
- Implement and manage the LSWG's Extended Producer Responsibility (EPR) Laws. This may include testifying at the state house or reaching out to senators, when appropriate, to promote new EPR legislation or urge changes in current EPR programs.
- Prepare and submit annual SWIP, hazardous waste, electronics, and other reports in ReTrac as mandated by state requirements.
- Design and implement ongoing multi-media public outreach campaigns to inform residents, businesses, and institutions of the following preferred practices: waste reduction, materials diversion, environmentally preferable purchasing and proper disposal of hazardous materials including pharmaceuticals. Public outreach should also raise awareness of the provisions of the Vermont Universal Recycling Law, Act 148.

Town of Londonderry, Vermont

Recycling Coordinator Job Description

- Manage and implement the LSWG's special and hazardous waste and electronics collections, compile data, and verify vendor charges.
- Track and report diversion and disposal rate as it pertains to materials discussed in the Vermont MMP.
- Conduct surveys as required by Vermont's MMP
- Manage LSWG's hauler/property managers annual registration.
- Provide technical assistance for waste reduction at public events within the LSWG's towns.
- Collaborate with food distribution networks, conduct outreach education to food service businesses.
- Provide tours of the Londonderry Transfer Station to school groups and other organizations.
- Work with Transfer Station staff to implement programs, respond to user complaints, seek input to help make the Transfer Station more efficient.
- Manage the LSWG's backyard compost bin and countertop bucket and other products for sale.
- Publish LSWG's activities via Press Releases, Website, Twitter, and other media as appropriate.
- Order and maintain inventory of Annual Transfer Station stickers and punch cards. Account for delivery of these to the LSWG's towns and two retail outlets.
- Serve as LSWG's representative at meetings of Recycling Coordinators, Hazardous Waste Group, Vermont Product Stewardship Council, Product Stewardship Institute, Vermont Solid Waste Managers Association, and other state or regional committees, boards, and panels.
- Attend solid waste related conferences and symposiums when appropriate.
- Advise and regularly update Selectboard on solid waste disposal and recycling issues.
- Researches and prepares bidding specifications as necessary.
- Apply for, obtain, and manage grants, including all necessary documentation and recordkeeping.
- Participates in all appropriate safety training offered/sponsored by the Town.
- Ensures that all interactions with colleagues, Town officials and the public are respectful, courteous, and helpful.
- Ensures effective response to requests and concerns expressed by the public.
- Complies with all Town policies and state and federal regulations.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

- Must serve as trusted leader, demonstrating active listening skills, coaching, and motivating employees.
- Must demonstrate excellent judgment, decision making, customer service, and communication skills.
- Must maintain strong safety awareness, problem solving and critical thinking skills.
- Must anticipate, recognize, communicate about, and respond to maintenance and repair needs to prevent problems with safety, malfunction, or the greater cost of postponed repairs.
- Must maintain composure at all times and interact tactfully and respectfully with all people.

Town of Londonderry, Vermont

Recycling Coordinator Job Description

- Must willingly receive and apply constructive feedback.

EXPERIENCE, EDUCATION, AND TRAINING

- At least 3 years supervisory experience that demonstrates effective supervisory skills including the ability to provide timely constructive feedback.
- Bachelor of Science/Arts degree or equivalent work experience required.
- Experience in solid waste management preferred.
- Valid driver's license required.
- OSHA 10-hour or 30-hour certification desired.

TOOLS/TECHNOLOGY

- As necessary, must demonstrate computer literacy that includes: email, data entry, spreadsheet work, online training, etc.

PHYSICAL AND MENTAL DEMANDS

- Must be able to communicate clearly.
- Must be able to evaluate and solve problems
- Must demonstrate excellent judgment and quick reaction time to prevent accidents and respond appropriately in the event of an emergency.
- Must be able to read, comprehend and follow written and verbal directions and instructions.

WORK ENVIRONMENT/CONDITIONS

- Most work occurs in home office or other remote locations, and includes time at the Town Office and the Transfer Station as appropriate and necessary.

Terms of Employment:

The position is a part-time hourly position.

Compensation:

As determined by the Selectboard.

DISCLAIMERS

- The above information is intended to describe the general nature of this position and is not to be considered a comprehensive statement of duties, activities, responsibilities and requirements. Additional duties, activities, responsibilities, and requirements may be assigned, with or without notice, at any time.
- This job description is not an employment contract nor is it a promise of work for any specific length of time.

EQUAL EMPLOYMENT OPPORTUNITY

The Town of Londonderry, Vermont is an Equal Employment Opportunity employer.

TOWN OF LONDONDERRY EMPLOYMENT APPLICATION

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital status, sexual orientation, or any other legally protected status. We are an equal opportunity employer.

APPLICANT INFORMATION (PLEASE PRINT)			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Date Available	Social Security No. * N/A *	Desired Salary	
Position Applied for			
Are you a citizen of the United States? YES ☐ NO ☐ If no, are you authorized to work in the U.S.? YES ☐ NO ☐			
Have you ever worked for this company? YES ☐ NO ☐ If so, when?			
Have you ever been convicted of a felony? YES ☐ NO ☐ If yes, explain			
(Conviction will not necessarily disqualify an applicant from employment.)			
If you are under 18 years of age, can you provide required proof of your eligibility to work?			
Are you currently employed?		May we contact your present employer?	
When would you be available for work?		Are you available to work full-time or part-time?	

EDUCATION			
High School		Address	
From	To	Did you graduate? YES ☐ NO ☐	Degree
College		Address	
From	To	Did you graduate? YES ☐ NO ☐	Degree
Other		Address	
From	To	Did you graduate? YES ☐ NO ☐	Degree

REFERENCES	
<i>Please list three professional references.</i>	
Full Name	Relationship
Company	Phone
Address	
Full Name	Relationship
Company	Phone
Address	
Full Name	Relationship
Company	Phone
Address	

PREVIOUS EMPLOYMENT (MOST RECENT FIRST)			
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES ☐ NO ☐			
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES ☐ NO ☐			
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES ☐ NO ☐			

DISCLAIMER AND SIGNATURE (APPLICANT'S STATEMENT)	
- I certify that my answers are true and complete to the best of my knowledge. - I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. - This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time. - I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an <i>at will</i> employment relationship with or without cause. It is further understood that this <i>at will</i> employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization. - In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.	
Signature	Date

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

June 11, 2025

Meghan Brunk
District 2 - SE Region, District Maintenance and Fleet Division
Vermont Agency of Transportation
870 US Route 5
Dummerston VT 05301

RE: Town Highway Structures Program – FY22
Spring Hill Road Culvert, Londonderry

Agreement #BC2084

Dear Meghan,

The Town of Londonderry hereby requests a third extension to the above-referenced grant agreement, preferably until 12/31/2026. The present award end date is 12/31/2025.

As you are aware, the Town has been fortunate enough to receive the Structures Grant for the underlying culvert replacement project, and has also received \$300,000 of funding through the VTrans Transportation Alternatives program (Agreement #CA0748), for a total of \$475,000 of VTrans grant funding. The Town had applied for TAP and other VTrans funding programs four previous times for this project before finally being successful.

You'll recall that it was mutually agreed by VTrans staff and the Town that the Structures grant would be applied toward project engineering (and possibly other "soft costs"), while the TAP grant would be used for the construction phase of the project. The TAP grant award did not begin until 5/21/2023 and the engineering firm had to pivot to meet the enhanced design and permitting processes that came along with that program. Examples of project delays caused by the review and permitting processes include NEPA signoff, which after a 12/3/2023 submittal took until 5/30/2024 (5 months) to receive clearance, and right-of-way clearance took until 9/30/2024 to come through. The Town has been able to secure one of the two necessary easements so far and is working with the other property owner to secure the second easement. And of course we experienced delays caused by the July 2023 flooding events, where the culvert was destroyed and had to be replaced in-kind.

The Town has been proceeding diligently throughout this award timeframe to accomplish project goals and milestones, and respectfully requests an extension to allow timely completion of this important project. We are confident that the project can be put out to bid in the coming months and be completed early next construction season.

Thank you,



Aileen Tulloch
Town Administrator

Cc: Londonderry Selectboard
Matthew Bachler, Windham Regional Commission
Jon Olin, PE, Hoyle Tanner & Associates