

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, July 7, 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 06/16/2025, 06/23/2025 and 06/30/2025
4. Selectboard Pay Orders
5. Announcements/Correspondence
6. Visitors and Concerned Citizens
7. Review and Approve Recycling Coordinator Hire
8. Town Officials Business
 - a. Town Administrator
 - i. Discuss changes to Open Meeting Law (Act 51)
 - b. Town Clerk
 - i. Review and Approve Public Records Policy
 - c. Treasurer/Assessor
 - i. Discuss Late Filing Homestead Penalty
 - ii. Errors and Omissions
 - iii. Review and Approve Letter to Engage Auditor
 - iv. Review and Approve 2025 Municipal Tax Rate
9. Transfer Station/Solid Waste Management
 - a. Updates
10. Roads and Bridges
 - a. Updates
 - b. Accept Winter Sand Bid
 - c. Accept Salt Bid
 - d. Review and Approve Farrell Second Driveway Access
11. Old Business
 - a. Review and approve GMP Under The Mountain project
 - b. Ratify 06/16/2026 Decision to approve Neighborhood Connections Facilities Use Agreement
 - c. Review and Approve Long Term Recovery Plan
12. New Business
 - a. Discuss Route 100 Culvert replacement and road closure (VTRANS)
 - b. Approve Cannabis License for Hidden Leaf
 - c. Approve Excess Weight Permits

13. Executive Session(s) – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3) (Sally Hesse 6-month review)

14. Adjourn

Posted and distributed on July 3, 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

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14. Adjourn	

**Town of Londonderry, Vermont
Selectboard**

Meeting Minutes

Monday, June 16, 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; Allison Marino, Town Clerk; Sally Hespe, Selectboard Meeting Note Taker; Patty Eisenhaur, Housing Commission; Andy Dahlstrom, Short Term Rental Administrator; Will Goodwin, Zoning Administrator; Kelly Pajala, Jen Greenfield, and George Mora; Long Term Recovery Committee.

Others in Attendance: Jessica Citera; Paul Hendler; Dan McKenna; Brent Bammarito; Kim Ray; Pamela Spalding; Ari Santos, GNAT Content Producer; Amanda Fouda, GNAT Technician; Tammie Reilly; GNAT Executive Director; and Keegan Douglass, GNAT Video Production Manager (remotely).

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)]

Martha Dale moved to add agenda items 11J and 11K to approve Neighborhood Connection's Facility of Use request and Town Office completion, seconded by James Ameden. The motion passed unanimously.

3. Minutes Approval - Meeting(s) of 6/2/2025

James Ameden moved to approve the minutes of the Selectboard meeting of June 2, 2025, seconded by Jim Fleming. The motion passed unanimously.

4. Selectboard Pay Orders

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

5. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

- Office renovations are moving along, and grass seed has been planted on graded areas.
- Paving has begun on Old School St. and is mostly complete.
- Front door has been delivered and should be installed 6/21.
- Bid documents for Winter Sand and Winter Salt went out last week.
- Tulloch will be on vacation the week of July 14th.
- Shane O'Keefe's last day will be June 30th. Tulloch extended her personal thanks for his assistance during the transition and wished him well in his retirement.

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Additional Announcements:

- Town Clerk Allison Marino reported the doors and locks not all working and suggested visitors call the office if they can't access building.

The following correspondence was reported by Tulloch:

- Town of Londonderry extension request for Spring Hill Road Culvert.
- Resignation letter from Esther Fishman. The job opening for Part-Time Recycling Coordinator position has been posted.
- Letter in support of STR housing commission.

6. Visitors and Concerned Citizens

a. Jessica Citera Short Term Rental Ordinance Concerns

Jessica Citera addressed the Selectboard and referenced the petition she filed with the Town to appeal the Amendment to the Short Term Rental Ordinance dated April 21, 2025. Citera expressed her view that the amendments will have a negative economic impact on the Town. She has asked for the research that led to the adoption of the amendments, specifically the 50 night yearly limit on new STRs. With only 42 hotel rooms in Londonderry, this limit will impact tourism and subsequently local businesses due to a decrease in lodging rooms.

Citera suggested the Town's research looked at towns that are not comparable to Londonderry. She reported that Town homestead numbers are increasing and housing prices are dropping. The 99 registered STRs in Town reflect only 6.4% of properties. While the median household income cannot afford a local home, Citera argued that supply and demand cannot be controlled.

Tom Cavanagh explained that the amendments were adopted to limit out of state investors from buying up STR. Citera inquired how many STR are unhosted, with owners not using property any nights. Andy Dahlstrom said this statistic is hard to gather. Citera stated that without knowing how many "problem" houses there are and the Ordinance only active for 6 months, the Amendment decision might have been rushed. She also indicated the STR Committee might be "stacked", including one member who was in an active lawsuit with a neighboring STR owner.

Patty Eisenhower spoke and indicated the Housing Commission sent a statement endorsing the Ordinance Amendment. Workers who work here can't afford to live here, and at least 2 houses have recently gone to Air Bnb. The Amendment will slow the speculation of buying property and puts brakes on things. The Commission supports determining a threshold of STRs for the Town, similar to 5 - 15% thresholds adopted by other resort towns across the United States.

Jen Greenfield remarked that a lot of people have been displaced by investors buying up homes. She has witnessed this as an owner of a motel that housed the homeless during Covid. Multiple businesses have help wanted signs and have limited hours because they cannot find workers within driving distance.

Brent Bamarito spoke about the STR Committee and his participation. He believed committee was thoughtful and deliberate; there was no "stacked deck". The group as a whole marginalized the issues the one member had with STRs. They each volunteered their time for

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the good of the community, a community that is dying. He added that if Flood Brook closes, this will be a shell community.

In summary, this is a resort community and there will be balances between locals and non-locals. Citera is asking that STRs are not restricted by the Amendments, and she has a right to ask for data that substantiates the adoption of the Amendments. The petition has been filed and Citera's questions will be addressed by special Town meeting and vote.

7. Town Officials Business

a. Town Treasurer

i. Budget adjustments

Tina Labeau submitted updates to the budget reflecting addition of the new Road Crew position.

b. Short Term Rental Administrator

i. Adoption of Fee Schedule.

Jim Fleming moved to approve the 2025-2026 Short Term Rental Fee Schedule as presented and to take effect immediately, seconded by James Ameden. The motion passed unanimously.

c. Town Clerk

i. Review and Approve Special Town Meeting Warning for Short Term Rental Ordinance Amendment

The Warning was drawn up with assistance of Town Attorney Bob Fisher. There are 2 articles on the warning: Short Term Rental Ordinance Amendment and Election of Town Lister.

It was noted that only the amendments to the Short Term Rental Ordinance will be voted on; the Ordinance has already been voted on and enacted. Moderator Peter Pagnucco will lead the meeting and there will be a 3-minute limit per person discussion.

The Town will post the Amendments on the website for viewing.

Martha Dale moved to approve and sign the Warning for the Special Town Meeting for the Short Term Rental Ordinance Amendments and to elect a Lister, scheduled for July 19th, 2025 at 9:30 am at the Londonderry Town Hall, seconded by James Ameden. The motion passed unanimously.

ii. Delinquent Dog List

Town Clerk Allison Marino submitted the list. Once accepted, it will be sent to Pat Salo (Animal Control Officer).

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Taylor Prouty moved to accept the Delinquent Dog license list, seconded by James Ameden. The motion passed unanimously.

d. Zoning Administrator
i. Consider Permitting Fees

Will Goodwin reported that the Town does not currently charge for permit extensions or amendments, and the Town is required to pay \$15 for filing. It was agreed that a \$25 fee for such changes seems fair.

Taylor Prouty moved to assess a \$25 fee for permit extensions or amendments, seconded by Martha Dale. The motion passed unanimously.

ii. Consider Properties with second driveways

Goodwin reported that the Town currently requires a hearing for creating 2nd driveway access. This is unusual and the Vermont League of Cities and Towns says this is “quasi” legal. The requirement will be deleted from the next rendition of the Bylaws.

Pamela Spaulding inquired about setback requirements, but these are not implemented in Londonderry.

iii. Consider Memorandum of Understanding for Scanner Rental

Aileen Tulloch has researched this matter, but no other Towns have a similar Memorandum. Taylor Prouty suggested there could be agreement on shared equipment by road crews that could be referenced. Staff will continue to work on fee structure and draft agreement.

8. Transfer Station/Solid Waste Management

a. Updates

- The Hazardous Waste Collection was held in the pouring rain, but there was a steady stream of cars. No numbers have been reported yet.
- The Electronics Collection filled a tractor trailer and box truck; 17,000 pounds was collected in total.
- Fishman referenced information in the meeting packet concerning what’s happening with hazardous waste at the State Level. H.484 is a pending bill with three provisions concerning solid waste districts:
 - Additional fees charged to registrants of pesticide products
 - Amends current Household Hazardous Waste EPR program
 - Amends requirements under Vermont’s Paint Stewardship Program.

b. Discuss Wood Burning at Transfer Station

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The DEC has reached out to the Town after numerous complaints from an adjacent neighbor regarding wood burning at the Transfer Station. Fishman looked into other options, including bringing materials to Hunter Excavating for burning. This option, however, is very expensive. As Londonderry is an ACT 240 site, materials from outside Londonderry should not be accepted for burning.

In light of these facts, it was decided to end all wood burning at the Transfer Station. This will have implications for local businesses who will need to pay for disposal elsewhere. The Town will look into getting a permit for road crew to burn Town materials on the lower field in the future.

Tom Cavanagh moved to stop wood burning at the Town Transfer Station, seconded by Martha Dale. The motion passed unanimously.

9. Roads and Bridges

a. Updates

Taylor Prouty reported that bid might go out for tree removal and ditching on Boyden Road. He is determining whether this would be one project, which would be over threshold and need to go out for bid, or 2 separate projects that would not need to go through bidding process.

b. Accept Edge Line Painting Bid

A bid was received from RFP that was put out last year. The cost will be less than grant funding; Aileen Tulloch will ask if remainder can be used for another project.

James Ameden moved to accept the proposal from Green Mountain Line Striping, LLC to provide services relating to Edge Line Striping estimated to cost \$7,698.24 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. Accept Paving Bid

The deadline for bids was 2 p.m. today and three bids were received: Bazin Brothers Trucking, Fuller Sand & Gravel, Inc., and Sunapee Paving. Bazin Brothers was the low bid at \$682,172. Everett Hammond has worked with Bazin Brothers and Josh Dryden was fine with this option. Landgrove Rd. will be covered by a \$200,00 grant from the state

James Ameden moved to accept the proposal from Bazin Brothers to provide services relating to paving town highways, estimated to cost \$682,172 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the contractor to conduct the necessary work, seconded by Jim Fleming. The motion passed unanimously.

d. Accept Chip Seal Bid

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Only one bid was received from All States Construction. Everett Hammond gave a positive recommendation. This project will reinforce the longevity of the road work the Town is spending so much money on.

James Ameden moved to accept the proposal from All States Construction to provide services relating to chip sealing town highways estimated to cost \$131,900 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.

10. Old Business

a. Ratify Cota & Cota Contract Approval from 6/2/2025

Martha Dale moved to ratify the Board's 06/02/2025 decision to sign the contract with Cota and Cota for another year., seconded by James Ameden. The motion passed unanimously.

11. New Business

a. Discuss GNAT-TV Livestreaming solutions

Tammie Reilly, GNAT Executive Director, was invited to talk about options to make meeting livestreams more consistent.

Reilly thanked the board for having her and indicated the goal was to build a relationship. She reminded the group that GNAT offers a community calendar for event posting, a press release portal, and the “News Project” hosted by Andrew McGeever. GNAT began filming Town committee meetings in 2013. Livestreamed events are distributed on GNAT cable channel, Roku, Apple, FireTV, and YouTube. Reilly also introduced Amanda Fouda, who will be the GNAT videographer for future Selectboard Meetings.

Reilly discussed several options for offering hybrid meetings, ranging from \$3,000 to \$100,000. The goal is to decide what product is appropriate to help meet open meeting laws and allow the public to participate. GNAT Video Production Manager Keegan Douglass gave an overview of the equipment options and recommended reaching out to other towns to see what they are doing; Manchester and Arlington both offer hybrid meetings. The state is leaning more heavily on requiring hybrid options for public bodies, so this is a good time to start researching.

A small committee of Aileen Tulloch, James Ameden, and Tom Cavanagh will work on researching options with GNAT and gather input from all committees to make a long-term plan to get the right system.

c. Discuss alternate meeting schedule (Labor Day)

Due to the Labor Day holiday, September meeting dates will move to the 8th and the 22nd.

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Martha Dale moved to set September Selectboard meetings to September 8th and 22nd, seconded by Jim Fleming. The motion passed unanimously.

d. Discuss special meeting date to conduct employee reviews

Employee reviews will be conducted on Monday June 23rd and Monday June 30th starting at 3:30.

e. Discuss Long Term Recovery plan

Several members of the Long-term Recovery Committee were present to discuss and seek Selectboard approval of the Plan included in the meeting packet.

George Mora reported the process began last December when FEMA suggested the Town create a plan to address periodic flooding. Community engagement meetings were held to gather input from residents on issues of concern. The resulting Derry Resilience Project has 5 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.

In preparing the report, the committee spoke with representatives from local organizations such as: Stratton Foundation; Neighborhood Connections; Vermont Agency of National Resources; CT River Conservancy; VT Core of Engineers, and FEMA. The plan focuses on ten projects in 5 categories: Fire Department Strategic Planning, Emergency Preparedness and Response, Hazard Mitigation, Community Development, and Regional Cooperation.

The Committee has identified champions and partners to get each project going and action steps are identified in the report. The Selectboard should support the plan as soon as possible and will meet to discuss and approve at the next meeting.

e. Approve WRC contract extension for Village Wastewater projects

The current contract is set to expire shortly so there is a need to request extension until December 31, 2025.

Martha Dale moved to 1) approve the extension of the Windham Regional Commission contract for services related to the Village Wastewater project and associate grant funding to December 31, 2025, and 2) authorize the Town Administrator to execute any documents necessary for extending the contract, seconded by Jim Fleming. The motion passed unanimously.

f. Accept Town Office Cleaning Bid

Current contract ends June 30th; only 1 bid was returned from current provider. The recommendation was to proceed with a 2-year contract.

Taylor Prouty moved to accept the proposal from SVT Property Management to provide services relating to cleaning Town Offices estimated to cost \$280 per week for the period 7/1/25 – 6/30/2027 and 2) authorize the Town Administrator to execute any documents necessary for the hiring of the vendor to conduct the necessary work, seconded by Martha Dale. The motion passed unanimously.

g. Approve Neighborhood Connections Itinerant Vendor Permit

Neighborhood Connections will be hosting “Living Well Health & Benefits Fair” in the Mountain Marketplace parking lot in Londonderry on Friday, September 19, 2025. It was decided they did not need an Itinerant Vendor Permit as the property is not owned by the Town.

h. Neighborhood Connections Request for Transfer Fee Waiver

Neighborhood Connections filed a Non-Profit Request to Waive Transfer Station Fees, waiving the fee for the organization to bring waste to the transfer after an event on July 18, 2025.

Jim Fleming moved to waive the Transfer Station fee for Neighborhood Connection’s event on July 18, 2025, and authorize the Chair to sign on behalf of the Board, seconded by Taylor Prouty. The motion passed unanimously.

i. Review and Approve Windham County Sheriff Contract

This contract is renewed every year. Tina Labeau confirmed the amount is correct.

Martha Dale moved to 1) approve the Windham County Sheriff’s Contract for services between July 1, 2025 and June 30, 2026 in the amount of \$70,000, 2) designate the SB Chair Tom Cavanagh and Town Administrator as authorized to request services, and 3) authorize the Town Administrator to sign the contract on behalf of the Town, seconded by Jim Fleming. The motion passed unanimously.

j. Approve Neighborhood Connection’s Facilities Use Request

Jim Fleming moved to approve Neighborhood Connections Facilities Use Request for the use of Pingree Park on July 18, 2025, and authorize the Town Administrator to sign on behalf of the Town, seconded by James Ameden. The motion passed unanimously.

k. Review and Approve Certificate of Substantial Completion for Town Office

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Project

The punch list is mostly complete, but the staff indicated not all items are included on the punch list. The Selectboard decided the certificate will not be signed until Jon Saccoccio (architect) verifies items and status.

12. Adjourn

Jim Fleming moved to adjourn the meeting, seconded by Martha Dale. The motion passed unanimously.

The meeting adjourned at 8:17 PM.

Respectfully Submitted,

Sally Hespe, Town Minute Taker

Approved

LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

**Town of Londonderry, Vermont
Selectboard**

Special Meeting Minutes
Monday, June 23, 2025 3:30PM
100 Old School Street, South Londonderry, VT 05155

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

Board members absent: Martha Dale.

Town Officials: Aileen Tulloch, Town Administrator, Josh Dryden, Road Foreman. Esther Fishman, DRB Chair, Will Goodwin, Zoning Administrator

Others in Attendance: Pamela Spaulding, Troy Maynard, Donnie Derby

1. Call Meeting to Order

Chair Tom Cavanagh called the meeting to order at 3:32 p.m.

2. Additions or Deletions to the Agenda

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

A discussion was had about the order of the agenda, with Taylor Prouty making the suggestion that they move the Executive Session to be the last item on the agenda.

*Taylor Prouty made a motion to **move Item 3 (Executive Session) to Item 6.** Jim Fleming seconded. The **motion passed** unanimously.*

3. Approve Pay Orders

*Jim Fleming made a motion to **approve the pay orders for payroll and accounts payable.** James Ameden Jr. seconded. The **motion passed** unanimously.*

4. Approve Memorial Park Pavillion Overage

Aileen Tulloch explained that there was trim and plywood repair which accounted for the overage from the original estimate of \$10,711. The balance due is \$6,105. Josh Dryden asked if Buddy would be interested in working on the salt shed project. Tulloch will reach out to see if he is interested.

*Jim Fleming made a motion to **approve the payment in the amount of \$6,105 to Buddy System Roofing for work completed at the Memorial Park Pavilion.** Taylor Prouty seconded. The **motion passed** unanimously.*

5. Approve Itinerant Vendor Permit for West River Coffee Barn

*Jim Fleming made a motion to **approve Itinerant Vendor Permit #2025-04 for the West River Coffee Barn.** James Ameden seconded. The **motion passed** unanimously.*

Jim Fleming wished the West River Coffee Barn good luck.

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

Taylor Prouty made a motion to enter executive session under 1 V.S.A. 313 (a)(3) – The appointment or employment or evaluation of a public officer or employee, and to invite the Town Administrator, the Road Foreman, the DRB Chair, the Zoning Administrator Troy Maynard and Donnie Derby to attend the executive session. James Ameden seconded. The motion passed unanimously.

The Selectboard **entered executive session at 3:37pm** with Aileen Tulloch, Town Administrator, Josh Dryden, Road Foreman, and Donnie Derby.

Derby **exited the executive session** at 3:47pm.

Tina Labeau, Treasure, **entered the executive session** at 3:47 pm and exited at 3:49 pm.

Derby **entered the executive session** at 3:49 pm, and exited at 3:52 pm.

Troy Maynard **entered the executive session** at 3:53pm and exited at 4:05 pm.

Maynard **entered the executive session** at 4:09 pm and exited at 4:12 pm.

Josh Dryden, Road Foreman **exited the executive session** at 4:35pm.

Dryden **entered the executive session** at 4:36 pm and exited at 4:40pm.

Will Goodman, Zoning Administrator and Esther Fishman, DRB Chair, **entered the executive session** at 4:41pm and exited at 4:55pm

Tom Cavanagh made a motion to adjourn the executive session and Taylor Prouty seconded. The motion passed unanimously.

The Selectboard **exited the executive session** at 4:56 pm.

7. Adjourn

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

The meeting adjourned at 4:57 PM.

Respectfully Submitted,

Aileen Tulloch, Town Administrator

Approved June 7, 2025

LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

Town of Londonderry, Vermont

Selectboard Special Meeting Minutes

DRAFT

Monday June 30, 2025 – 3:30 PM

100 Old School Street, South Londonderry, VT 05155

Board members present: James Ameden, Jr., Thomas Cavanagh, and Jim Fleming

Board members absent: Martha Dale, Taylor Prouty

Town Officials: Aileen Tulloch, Town Administrator, Esther Fishman, Recycling Coordinator, Jeremiah Sund, Town Assessor, Sandra Clark, Lister Chair, Allison Marino, Town Clerk, Andy Dalhstrom, Short Term Rental Administrator.

Others in Attendance: John Hurd, Keith Barton, Steve Twitchell, Shane O’Keefe

1. Call Meeting to Order

Chair Tom Cavanagh called the meeting to order at 3:30 pm

2. Additions or Deletions to the Agenda

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

Tom Cavanagh made a motion to delete 5.a Recreation Director from the agenda. James Ameden seconded. The motion passed unanimously

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

Aileen Tulloch took a moment before the Selectboard moved to enter Executive Session to acknowledge Shane O’Keefe as it was his last day with the Town. O’Keefe expressed his appreciation of his time here and thanked the Board.

Jim Fleming made a motion to enter executive session under 1 V.S.A. 313 (a)(3) – The appointment or employment or evaluation of a public officer or employee, and to invite the Town Administrator, Esther Fishman and John Hurd to attend the executive session. James Ameden seconded. The motion passed unanimously.

The Selectboard **entered executive session** at 3:34 pm.

Hurd and Fishman **exited executive session** at 3:42, and re-entered at 3:48 pm.

Tom Cavanagh moved to adjourn the executive session. James Ameden seconded. The motion passed unanimously.

The Selectboard **exited executive session** at 3:54 pm.

James Ameden made a motion to enter executive session under 1 V.S.A. 313 (a)(3) – The appointment or employment or evaluation of a public officer or employee, and to invite the Town Administrator, Keith Barton, Steve Twitchell, Jeremiah Sund, Sandra Clark, Andy Dahlstrom, Jennifer Lawrence and Allison Marino to attend the executive session. The motion passed unanimously.

The Selectboard **entered executive session** at 3:57 pm.

Clark and Sund **entered executive session** at 3:57 pm and exited at 4:04 pm.

Marino **entered executive session** at 4:08 pm and exited at 4:11 pm

Dahlstrom **entered executive session** at 4:12 pm and exited at 4:22 pm

Barton **entered executive session** at 4:25 pm and exited at 4:37 pm.

Barton **entered executive session** at 4:45 pm

Twitchel **entered executive session** at 4:45pm

Twitchell and Barton **exited executive session** at 4:57 pm

Tom Cavanagh moved to adjourn the executive session. Jim Fleming seconded. The motion passed unanimously.

The Selectboard **exited executive session** at 4:57 pm.

4. Approve Pay Orders

Jim Fleming made a motion to approve the pay orders for payroll and accounts payable. James Ameden Jr. seconded. The motion passed unanimously.

5. New Business

a. Consider Employee compensation matters

James Ameden made a motion to increase the hourly pay rates for the following Town employees, effective July 1, 2025:

to Andy Dahlstrom an increase to \$46.75

to Jennifer Lawrence an increase to \$21.75

to Jeremiah Sund an increase to \$59.75

to Keith Barton an increase to \$25.25

to Steve Twitchell an increase to \$22.25

to Josh Dryden an increase to \$36.75

to Troy Maynard an increase to \$32.50

to Donny Derby an increase to \$35.00

to Will Goodwin an increase to \$30.00

Jim Fleming seconded. The motion passed unanimously.

b. Discuss NewRez LLC Foreclosure Summons/Complaint

Tulloch explained that the Town was served because the Town has a recorded lien for a zoning violation on the property which the Zoning Administrator had confirmed had since been cured. Town Attorney Bob Fisher indicated that the Town did not need to make an appearance unless it wanted to. The Selectboard decided to accept the Town Attorney's recommendation not to make an appearance.

c. Appoint Town Administrator as authorized representative for Clean and Drinking Water State Fund Loans

Tulloch explained that this was to change the Town's authorized representative from the former Town Administrator Shane O'Keefe to herself.

Jim Fleming made a motion to appoint the Town Administrator as the authorized representative for the Town of Londonderry for Clean and Drinking Water State Fund Loans. James Ameden seconded. The motion passed unanimously.

d. Review and Approve Engineering Amendments for Village Wastewater Project

Tulloch explained that the Amendment is to the original contract and reduces the engineering fees from the original estimate (\$10,609.00 for the North Village and \$9087.00 for the South Village)

Jim Fleming made a motion to approve Amendment 3 to the Owner-Engineer Agreement for services provided by The Dufresne Group for the Community Waste Water Study, effective June 30, 2025, and authorize the Town Administrator to sign on behalf of the Town. James Ameden seconded. The motion passed unanimously.

e. Weston Theatre Company drop-down curtain request

The Weston Theatre Company wants to borrow the drop down curtain currently hanging in the Town Hall for their production of White Christmas. They will take it down and then put it back up.

James Ameden made a motion to approve the Weston Theatre Company request to borrow a roll-drop curtain for a production at the Weston Theater from July 7, 2025 to August 11, 2025. Jim Fleming seconded. The motion passed unanimously.

5. Adjourn

Jim Fleming made a motion to adjourn. James Ameden seconded. The motion passed unanimously.

The meeting adjourned at 5:06 pm.

Respectfully Submitted,

Aileen Tulloch, Town Administrator

Approved June 7, 2025
LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

Act 51 (S.59): Amendments to Vermont's Open Meeting Law

As public boards across the state began operating under 2024's new hybrid Open Meeting Law requirements, VLCT's Municipal Assistance Center (MAC) heard a number of questions and complaints. Our advocacy team and MAC worked together last fall to bring forward a [long list of proposed technical changes to statute](#) that would make it easier for municipalities to comply. Each Government Operations Committee worked throughout the session on [bill S.59](#) to clarify requirements for municipal public bodies and make other changes in response to the modern needs of 21st century local government.

- **Undue hardship.** The law clarifies that the undue hardship exemption applies to the "unit of government", not to the public body. To exempt a public body, a municipality must show that the entity lacks the staff or other necessary resources associated with compliance.
- **Hybrid requirement.** The law clarifies that the hybrid meeting requirement only applies to public bodies of the state government. State advisory bodies and municipal public bodies are exempt, and there is a new exemption for state public bodies conducting site visits or inspections.
- **No more "non-advisory".** Act 51 eliminates the use of the term "non-advisory" in the Open Meeting Law and only uses the terms "public body" and "advisory body". A "public body" means a body that has supervision, control, or jurisdiction over legislative, quasi-judicial, tax, or budgetary matters. An "advisory body" does not have supervision over those matters.
- **Site visit exemptions.** Municipal public bodies are exempt from the hybrid meeting requirement generally and now do not need to record site visits or inspections. Site visits are, however, still a public meeting and so are subject to requests for special accommodation.
- **Recording meetings.** A public body of a municipality, except advisory bodies, **shall record or cause to record**, in audio or video form, any meeting of the public body and **post a copy of the recording in a designated electronic location for a minimum of 30 days following the posting of the minutes for a meeting**. This means that a municipality can rely on local access networks or other third-party partners to record meetings. This also clears up a lot of confusion around when to post the recordings and for how long – making the posting of recordings consistent with the posting of minutes.
- **Noticing meetings.** Municipalities may now post official meeting notices at a designated location within a neighboring municipality.
- **Executive sessions.** The law clarifies that a public body must warn an anticipated executive session on its agenda as "proposed executive session" and indicate the nature of the business of the executive session. The body must also **vote by a two-thirds majority** of members present to **both enter and to conclude** the executive session; the vote to enter session shall be held in open meeting and recorded in the minutes. Per VLCT's request, cyber security was added as allowable business for executive session.
- **Disorderly conduct.** Currently, disorderly conduct applies to a person who "disturbs any lawful assembly or meeting of persons". Act 51 adds conduct that substantially impairs the effective operation of an assembly or

meeting, specifying conduct that: *(A) causes an assembly or meeting to terminate prematurely; or (B) consists of numerous and sustained efforts to disrupt an assembly or meeting after being asked to desist.*

Town Of Londonderry

Public Records Inspection, Copying, and Transmission Policy

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

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

This Policy applies to records that may be considered public and not covered by exemptions as outlines in 1 V.S.A. § 317(c). or other statutory provisions, which may be in the custody of other officers or employees of the Town. This policy also incorporates public records policies or orders that may be developed by individual departments that provide additional detail regarding the records in their control. If a conflict between policies exists, the process outlined in this Policy and the Vermont Public Records Act shall be followed.

This Policy does not apply to requests for public records that reside in the Town of Londonderry's Municipal Land Records Vault and are indexed electronically and in a card catalog of records. These records are open and available for inspection by any member of the public during normal business hours of the Town. As such, these records are deemed to be produced and therefore available for inspection upon request. Any member of the public may review, inspect, and make copies of these documents at their time and expense. It shall be the discretion of the Custodian of these records to copy and transmit these documents, even if requested through the process outlined herein. Any person requesting these records will be informed, in writing, that the records are available for inspection, including the process to access these records. Examples of these records include but are not limited to common land records, property surveys, permit information, mortgage deeds, and similar records.

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

1. "Agency" means an agency, board, committee, department, branch, instrumentality, commission, or authority of the Town.
2. "Business Day" means a day that the Custodian's office is open to provide services.
3. "Copy" means the reproduction of a document for distribution in a physical or electronic format.
4. "Custodian" means the person in charge or having custody of a public record.
5. "Promptly" means immediately, with little or no delay, and not more than three business days.
6. "Public Records Agent" means the person designated by the Town from time to time as the primary contact for all public records requests.
7. "Public Records Request Form" means a form that is created by the Town of Londonderry and shall be

furnished to a requestor in order to memorialize the nature of a public records request. Individual agencies may elect to develop a form specific to the nature of the records that are in their custody

PUBLIC RECORD REQUEST FORMS. Not every public record request will necessitate the use of a written request form. However, when a request is made for a public record that is not readily accessible, may be exempt from public access, or may not exist, the requestor will be asked to complete, but is not required to do so except as stated below, a Public Records Request Form designated by the Custodian. If the requestor declines to complete the Public Records Request Form, the Custodian may complete such form. Where a request is likely to result in charges for copying or staff time, the requestor is required to submit a completed Request Form. The Custodian shall retain the original copy of all requests and written responses (if applicable) for 7 years.

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

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

1. The Custodian will inform the requestor in writing if the record does not exist under the name given by the requestor or by any other name known to the Custodian; or was not created during the timeframe identified on the request.
2. If the Custodian withholds the record as exempt from public access, the Custodian will promptly certify this fact in writing to the requestor. The Custodian will identify the record or portion of record withheld, the statutory basis for withholding the record, a brief statement of the reasons and supporting facts for denial. The Custodian will also inform the requestor of the right to appeal this determination to the Town Administrator. It is the policy of the Town that all exempt records will be withheld from disclosure.
3. If the record is in active use or in storage and therefore not readily available at the time of the request, the Custodian will promptly certify this fact in writing to the requestor and set a date and hour within one calendar week of the request when the record will be available for inspection.

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

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

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

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

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

When inspection of an electronic record is requested and the inspection of the original electronic record would create a disruption in operations of the Town of Londonderry or would jeopardize the security or condition of the original record, the Custodian will provide an electronic copy of the original record in the format in which the record is maintained, less any exempt information redacted from the record. The requestor will be charged specific fees for these records as outlined herein.

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

1. **Charges.** Except where otherwise provided by law, the Custodian will charge and collect the following costs for making a copy of a public record:

- a. The actual cost charge for a copy of a public record as determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges; and
- b. The cost of staff time associated with complying with a request for a copy of a public record when the time exceeds 30 minutes as that cost is determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges.
- c. If the requester would like the documents in a digital format a transmittal fee may apply.

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

2. **Standard formats.** The Custodian will make a copy of a public record in the following standard format:

- a. For any public record maintained by the Custodian in paper form, the Custodian will

make a paper copy of the record; Alternatively, the Custodian may choose, at their discretion, to scan the paper document using standard equipment maintained onsite by the Town for electronic transmission.

- b. For any public record maintained by Custodian in electronic form, the Custodian will make either a paper printout of the record or an electronic copy of the record in the format in which the record is maintained, as directed by the requestor.

A request for a copy in a format other than those mentioned above is “non-standard.” The Custodian will not provide a copy of a public record in a non-standard format (e.g., large format paper or printed documents that cannot be reproduced on-site).

CREATION OF PUBLIC RECORDS. The Custodian will not create a public record that does not exist.

TRANSMISSION OF PUBLIC RECORDS. The Custodian, upon request and at their discretion, may transmit public records in a manner agreed upon by the Custodian and the requestor. Payment of the public records, if applicable, must be received prior to transmission of the public records. Any public records, not being transmitted, that have been duly copied and paid for shall be picked up at the Town Office during normal business hours.

DENIAL OF A PUBLIC RECORD REQUEST. If the Custodian denies a public record request in whole or in part, the denial may be appealed to the Town Administrator. In accordance with 1 V.S.A. § 318(c)(1), the Town Administrator will make a written determination on the appeal within five business days after receipt of the appeal. A decision of the Town Administrator may be reviewed by the Vermont Superior Court pursuant to 1 V.S.A. § 319.

If the Town Administrator is the Custodian of the public records that have been denied in whole or in part, this decision may be appealed by the Vermont Superior Court pursuant to 1 V.S.A. § 319.

The foregoing Policy is duly adopted by the Selectboard of the Town of Londonderry, Vermont, this 7th day of July 2025.

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

Tom Cavanagh, Chair

James Ameden Jr., Vice Chair

James Fleming

Taylor Prouty

Martha Dale

Attest: _____ Received for the record _____ of _____, 20____
Allison Marino, Town Clerk

Town of Londonderry, Vermont

Request for Inspection or Copying of Public Record(s)

Date _____

Dear Custodian:

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

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

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

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

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

If you have questions about this request, please call me at _____

Thank you for your help.

Signature

Printed Name

The Custodian shall retain the original of this form for record keeping purposes and provide the requestor with a copy.

The attached information is provided to you as a courtesy by The Town of Londonderry. All parties are encouraged to come to the Town Office to do their own records research as it is not the duty or responsibility of the Town Staff to provide research services. Further, the Town of Londonderry makes no representation to any party as to the marketability of title to any premises, nor the accuracy of the attached information.

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

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

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

You may appeal any or all the withholding of these public records to the Town of Londonderry Town Administrator. In accordance with 1 V.S.A. § 318(c)(1), the Town Administer will make a written determination on the appeal within five business days after receipt of the appeal. A decision of the Town Administrator may be reviewable by Vermont Superior Court under 1 V.S.A. § 319.

Custodian for Office of _____ Town of Londonderry, Vermont

Date signed _____

The Custodian shall retain the original of this form for record keeping purposes and provide the requestor with its copy.

Town of Londonderry, Vermont Response to Request for Public Record(s) 1

V.S.A. § 318

On _____, the Custodian for the Office of _____ for the Town of Londonderry, Vermont, received a request from _____ for access to public record(s).

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

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

Record(s) requested: _____

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

Record(s) requested: _____

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

Record(s) requested: _____

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

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

Record(s) requested: _____

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

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

Custodian for the Office of _____ Town of Londonderry, Vermont

Date signed _____.

The Custodian for the Office of _____ shall retain the original of this form for record keeping purposes and provide the requestor with its copy.

MEMORANDUM

To: Londonderry Selectboard

From: Londonderry Listers & Jeremiah Sund

Subject: Utility Valuation Correction

Date: June 30, 2024

CC: —

The Listers Office is requesting a correction of assessment for VT TRANSCO LLC, Parcel UE1000, in the 2025 Grand List. This correction would change the assessment from \$108,900 to \$143,300, reflecting an increase of \$34,400.

The request is based on a revised assessment issued by the State of Vermont on June 30, 2025, which reflects a CLA-adjusted value of \$143,300 (see Exhibit B, Page 1, Row 11, Column F). The original valuation, received on May 23, 2025, was determined by the State of Vermont for the 2025 Grand List (see Exhibit A, Page 4, last line in the table).

In 2025, the State of Vermont implemented a new process and methodology for utility valuation in accordance with 32 V.S.A. § 4452, effective for the tax year starting July 1, 2025 (Grand List value as of April 1, 2025). Please refer to Exhibit A for a description of the new valuation process.

According to 32 V.S.A. § 4261 (see Exhibit C), any error in the Grand List that is to be corrected must be approved by the Selectboard. Therefore, the Listers Office respectfully requests that the Selectboard sign PVR Form 4261-E, located in Exhibit D, to authorize the assessor to correct this error.



State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

Londonderry Municipal Officials
100 Old School St
South Londonderry, VT 05155

May 23, 2025

NOTICE OF VALUE: Annual Electric Transmission and Distribution Utility Valuation Assessment

The Department of Taxes has determined the valuation of utility assets as required under 32 V.S.A. § 4452, effective for Tax Year starting July 1, 2025 (Grand List value as of April 1, 2025). New for 2025, "...the valuations provided by the Division [Property Valuation and Review] for property used for the transmission and distribution of electricity shall be used by the listers as the valuations of that property for purposes of property taxation."

These values were developed based on methodology established by PVR's utility valuation contractor, using information submitted via the Utility Inventory Form online in the Vermont Property Information Exchange (VTPIE). For your convenience we have attempted to identify all utility electric parcels in your Grand List (those coded UE category). Although not all are required to be valued under this legislation, we are providing all parcels to guide you through the valuation process and clarify which parcels need to be adjusted.

Attached please find values for utility providers serving Londonderry effective April 1, 2025.

These values are being provided to municipalities to use in their 2025 Grand List for taxation purposes. Property tax liability must be adjusted by the Common Level of Appraisal (CLA), except in the case of a full or statistical reappraisal as of April 1, 2025. In a reappraisal year the full value of the utility will be used. **The Grand List value indicated in the table attached is adjusted by your CLA. This is the value that should be entered into your Grand List.**

Values have typically been provided as one value per utility company. If you have several Grand List listings for one utility company, please list these values as one entity and inactivate any other parcels that are included in the transmission and distribution property for your town (unless a breakout is specifically needed for tax rate purposes).

Some portions of your previous value may not be included in the valuations provided. This



could include any of the following:

- Solar: These properties should remain as valued, as the values are set for 25 years.
- Hydro or other generation facility: These need to be valued independently. If they are not indicated here, please discuss them with your District Advisor.
- Commercial buildings coded by the utility company as code FERC 390: These buildings should be identified for valuation, and you may consult our office for assistance.
- Personal property owned by utility companies: This should be reported by the utility company and taxed by the municipality if your town still taxes personal property.
- Land parcels owned by utility company: These should be listed under the Miscellaneous category and valued according to your land schedule.

It is acknowledged that some utility property is also subject to sub municipal taxation districts, for example a village or fire district. If you have utility property that is within a sub municipal district that is not identified in the information provided, please contact PVR for assistance.

If there are questions regarding potential errors raised by the company – PVR will work with your town and our utility contractor to determine if errors exist. Please consult with your DA.

Appeals and Settlements

If the municipality and the utility provider have a court order or settlement in place, these values will be honored until the end of the settlement period and should continue to be entered into your Grand List. At the end of the period, however, the municipality will be required to use the values provided by PVR per statute. If this applies to your municipality, and you have any questions, please contact your District Advisor.

All of these properties should be issued a change of appraisal notice which will include information about their right to grieve.

The process for a property owner to appeal their valuation remains the same as prior per 32 V.S.A. § 4404, beginning with an appeal to the local listing official. Appeals beyond that go to the Board of Civil Authority, then to either the Director of Property Valuation and Review or Superior Court, then finally to the Supreme Court.



Timeline

Date	Action
January 2025	Department of Taxes Property Valuation and Review Division (PVR) sends the Utility Inventory Form link to the utility providers via VTPIE.
March 2025	Utilities submit the Utility Inventory Form online by the March 31 statutory deadline.
April 2025	Utility valuations are established in VTPIE using the new methodology.
May 2025	PVR provides municipalities with the values established. Listers/Assessors send change of appraisal notices.
August 2025	Official 2025 Grand List finalized.

For questions about specific parcels, values or how you should enter these numbers in your Grand List contact your District Advisor (<https://tax.vermont.gov/municipal-officials/listers-and-assessors/district-advisors>)

For more information about this requirement or the corresponding legislation, contact Director Jill Remick at tax.pvr@vermont.gov.



Jill Remick
Director, Division of Property Valuation and Review

cc: Board of Listers/Assessor



2025 UTILITY VALUES

Town	SPAN	Owner Name	Fair Market Value	CLA	Grand List Value	Notes
				62.65		
Londonderry	357-110-23329	SOLAR SENSE VT XX LLC	389,100	100	389,100	Solar - leave value unchanged
Londonderry	357-110-23321	LONDONDERRY COMMUNITY SOLAR LLC	126,600	100	126,600	Solar - leave value unchanged
Londonderry	357-110-23331	LONDONDERRY COMMUNITY SOLAR LLC	163,900	100	163,900	Solar - leave value unchanged
Londonderry	357-110-23484	LONDONDERRY GLC SOLAR LLC	526,500	100	526,500	Solar - leave value unchanged
Londonderry	357-110-10262	GREEN MOUNTAIN POWER CORP	8,216,859	62.65	5,147,900	
Londonderry	357-110-23288	VT TRANSCO LLC	173,863	62.65	108,900	* Use this Grand List Value (We are researching potential additions)

2025 UTILITY VALUES

EXHIBIT #B

	A	B	C	D	E	F	G	H
1	Town	SPAN	Owner Name	Fair Market Value	CLA	Grand List Value	Notes	
2					62.65			
3	Londonderry	357-110-23329	SOLAR SENSE VT XX LLC	389,100	100	389,100	Solar - leave value unchanged	
4	Londonderry	357-110-23321	LONDONDERRY COMMUNITY SOLAR LLC	126,600	100	126,600	Solar - leave value unchanged	
5	Londonderry	357-110-23331	LONDONDERRY COMMUNITY SOLAR LLC	163,900	100	163,900	Solar - leave value unchanged	
6	Londonderry	357-110-23484	LONDONDERRY GLC SOLAR LLC	526,500	100	526,500	Solar - leave value unchanged	
7	Londonderry	357-110-10262	GREEN MOUNTAIN POWER CORP	8,216,859	62.65	5,147,900		
8	Londonderry	357-110-23288	VT TRANSCO LLC	173,863	62.65	108,900	SEE BELOW FOR ADDITION	
9								
10								
11	Londonderry	357-110-	VERMONT TRANSCO LLC	228,800	62.65	143,300	*Additional assets - category code "UE" - add new span number	

Tax District: Londonderry - VT		State of Vermont Property Valuation Details						Tax Year: 2025	
# of Authorites: 1		Vermont Transco, LLC							
Tax Authority(ies): Town of Londonderry									
FERC Location	Description	Year Installed	Original Cost	Handy Whitman Factor	Replacement Cost	Age	Rem. Life Factor	Fair Market Value	
3970-Communication Equipment									
Substations: SRP Glebe MT									
	Radio Antenna	2011	\$24,689	1.2944	\$31,959	14	24.781%	\$7,920	
	Network Equipment	2015	\$9,869	1.2612	\$12,447	10	24.781%	\$3,084	
	Radio Antenna	2015	\$53,014	1.2612	\$66,860	10	24.781%	\$16,569	
	Radio Equipment	2015	\$188,709	1.2612	\$237,993	10	24.781%	\$58,977	
	Radio Site-Generator	2015	\$56,332	1.2612	\$71,044	10	24.781%	\$17,606	
	Radio Site-Power	2015	\$14,884	1.2612	\$18,771	10	24.781%	\$4,652	
	Radio Site-Shelter	2015	\$127,228	1.2612	\$160,456	10	24.781%	\$39,763	
	Radio Equipment	2016	\$11,574	1.2589	\$14,570	9	29.086%	\$4,238	
	Radio Site-Power	2016	\$9,986	1.2589	\$12,571	9	29.086%	\$3,656	
	Microwave Antenna	2017	\$58,395	1.2463	\$72,777	8	33.897%	\$24,669	
	Microwave Equipment	2017	\$86,553	1.2463	\$107,870	8	33.897%	\$36,565	
	Radio Site-Shelter	2017	\$20,443	1.2463	\$25,478	8	33.897%	\$8,636	
	Radio Equipment	2022	\$3,474	1.0734	\$3,729	3	66.926%	\$2,495	
Substations: SRP Glebe MT Subtotal			\$665,151		\$836,525			\$228,829	
3970-Communication Equipment Subtotal			\$665,151		\$836,525			\$228,829	
Totals for Londonderry - VT:			\$665,151		\$836,525			\$228,829	
Common Level of Appraisal: 62.65%					Total Equalized Value:		\$143,362		

EXHIBIT #c

The Vermont Statutes Online

The Statutes below include the actions of the 2024 session of the General Assembly.

NOTE: The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated that is provided as a convenience.

Title 32 : Taxation and Finance

Chapter 129 : Grand Tax Lists

Subchapter 006 : CORRECTIONS IN GRAND LIST AFTER RETURN

(Cite as: 32 V.S.A. § 4261)

§ 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake or an obvious error is found, the listers, with the approval of the selectboard, on or before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the selectboard. (Amended 2005, No. 38, § 14, eff. June 2, 2005; 2019, No. 175 (Adj. Sess.), § 1, eff. Oct. 8, 2020.)

Form PVR-4261-E
ERRORS AND OMISSIONS CERTIFICATE

EXHIBIT #d

The Board of Listers of the Town of Londonderry are hereby supplying the following changes to
The 2024 Grand List. Specifically:

Owner: VT TRANSCO LLC		SPAN: 357-110-23288
Change From: \$108,900	Change To: \$143,300	Difference: \$34,400
Reason: Correction of assessment to reflect the updated utility valuation (see attached memo for description)		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		

LISTERS/ASSESSOR AND SELECTBOARD

 Signature of Lister/Assessor	Date	 Signature of Selectboard/Alderman	Date
 Signature of Lister/Assessor	Date	 Signature of Selectboard/Alderman	Date
 Signature of Lister/Assessor	Date	 Signature of Selectboard/Alderman	Date
 Signature of Lister/Assessor	Date	 Signature of Selectboard/Alderman	Date
 Signature of Lister/Assessor	Date	 Signature of Selectboard/Alderman	Date

TOWN CLERK

I, _____, town clerk of _____, certify receipt of these changes. This certificate will be attached to or recorded in the grand list of _____ for tax year _____.

 Signature of Town Clerk	Printed Name	Date
--	--------------	------

32 V.S.A. § 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Selectboard, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the Selectboard.

MUST BE ATTACHED TO THE FINAL GRAND LIST FILED WITH THE TOWN CLERK.

Sullivan, Powers & Co., P.C.

Certified Public Accountants

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

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

June 11, 2025

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

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2025.

You have requested that we prepare the modified cash basis financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of Londonderry, Vermont as of and for the year ended June 30, 2025, including the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

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

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

Our Responsibilities

The objective of our engagement is to—

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

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

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

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

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

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

Your Responsibilities

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

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

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

Our Report

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

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

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

Other Relevant Information

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

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

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

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

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

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

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

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

Fee Arrangements

Based upon our knowledge of your accounting system and our understanding of the requirements, we have determined that the review services can be performed for a fee of \$13,000 provided that the books are closed and reconciled and our to do list is completed prior to our commencing fieldwork.

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

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

General Terms and Conditions

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

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

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

Respectfully submitted,

Sullivan, Powers & Co.

SULLIVAN, POWERS & CO.
Certified Public Accountants

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

Dated: _____

	Taxes Needed	Effect on Tax Rate	
Article 4 General Fund	3,150,324.00	0.7311	
Article 6 Appropriations	91,250.00	0.0212	
Article 7 Other Appropriations	45,222.00	0.0105	
Article 8 Emerald Ash Borer Fund	3,000.00	0.0007	
Article 9 Highway Equipment Reserve Fund	100,000.00	0.0232	
Article 10 Town Buildings Reserve Fund	100,000.00	0.0232	
Article 11 Highway Improvement Reserve Fund	340,000.00	0.0789	
Article 14 Economic Reserve Fund (LOT)	-	0.0000	
Article 15 Economic Reserve Fund	25,000.00	0.0058	
Article 16 Pingree Park Reserve Fund	20,000.00	0.0046	
	-	0.0000	
Budgeted Cash Receipts	(1,066,524.00)	(0.2475)	
Total	2,808,272.00	0.6517	
Every \$10,000 in the budget	10,000.00	0.0023	
For a penny on the tax rate	43,091.95	0.0100	
GRAND LIST VALUE 2025	4,309,195.00		

EDUCATION TAX RATES BY VT COMMISSIONER OF TAXES

HOMESTEAD EDUCATION TAX RATE	1.6532	
COMBINED TOWN TAX RATE & HOMESTEAD EDUCATION RATE		2.3049
NON-HOMESTEAD EDUCATION TAX RATE	1.967	
COMBINED TOWN TAX RATE & NON-HOMESTEAD EDUCATION RATE		2.6187

The calculation of the Town Tax Rate is accepted and the calucations performed by

THOMAS CAVANAGH, CHAIR	
MARTHA DALE, VICE CHAIR	
TAYLOR PROUTY, MEMBER	
JAMES FLEMING, MEMBER	
JAMES AMEDEN, JR MEMBER	

DATED AT LONDONDERRY, VT

Monday, July 7, 2025

Option A		Option B		
BID TABULATION		Winter Sand only	Winter Sand only per cubic yard	Sand Supply location
Bidder	Winter Sand Delivered Total	Winter Sand Delivered per cubic yard		
1 Bazin Brothers Trucking, Inc Westminster, VT	\$81,900.00	\$27.30	\$46,500.00	\$15.50 Hill Rd, Alstead NH
2 Hill Construction Group, Inc Andover, VT	\$78,000.00	\$26.00	\$72,000.00	\$24.00 42 Adams Rd Chester VT
3 Pike Industries, Inc Chester, VT	\$80,250.00	\$26.75	<u>\$39,510.00</u>	<u>\$13.17</u> 2275 US 7 Danby VT
4 Hunter Excavating, Inc Londonderry, VT	<u>\$76,500.00</u>	<u>\$25.50</u>	\$76,500.00	\$25.50 Derry Woods Rd Londonderry VT
4 JP Trucking & Excavating Bellows Falls, VT	\$80,850.00	\$26.95	\$42,000.00	\$14.00 91 Hill Rd, Alstead NH
Low bids are <u>underlined</u>				

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	3,000 cubic yards – 3/4" sand	\$27.30/CY	\$81,900.00
B. <u>Sand Only</u>	3,000 cubic yards – 3/4" sand	\$15.50/CY	\$46,500.00
	Location of Bidder's sand supply Location:	Hill Road Alstead, NH	

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: BAZIN BROTHERS TRUCKING, INC.

Authorized Representative: JEFF MARSDEN

Address: 2425 BACK WESTMINSTER ROAD, WESTMINSTER, VT 05158

Phone: (802) 463-2077

Email: jmarsden@bazinbrothers.com

Signature: _____ **Date:** 7/3/2025

[END OF DOCUMENT]

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	3,000 cubic yards – 3/4" sand	\$ 26.00	\$ 78,000.00
B. <u>Sand Only</u>	3,000 cubic yards – 3/4" sand	\$ 24.00	\$ 72,000.00
	Location of Bidder's sand supply Location:	462 ADAMS ROAD CHESTER, VT 05143	

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: HILL CONSTRUCTION GROUP, INC

Authorized Representative: SHAYNE HILL

Address: 1129 MIDDLETOWN RD - ANDOVER VT 05143

Phone: 802 875 1407 / 802 558 7349

Email: swhill@vermontel.net

Signature: shayne hill Date: 7/3/2025

[END OF DOCUMENT]

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	3,000 cubic yards – 3/4" sand	\$ 26.75	\$ 80,250.00
B. <u>Sand Only</u>	3,000 cubic yards – 3/4" sand	\$ 13.17	\$ 39,510.00
	Location of Bidder's sand supply Location:	2275 US-7 DANBY, VT 05739	

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: PIKE INDUSTRIES, INC.

Authorized Representative: PATRICK NEEDHAM

Address: 174 CAMPGROUND RD NEW HAVEN VT 05472

Phone: 802-316-9649

Email: PATRICK.NEEDHAM@PIKEINDUSTRIES.COM

Signature:  Date: 7/3/15

[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. 2024-04

DATE: June 10, 2025

PROJECT TITLE: FY2026 Winter Sand

PROPOSAL DUE DATES: Bid proposals are due by **Thursday, July 3, 2025**, no later than 2:00 PM.
See section 5 for specific directions on bid submission.

PROPOSED TIME PERIOD FOR CONTRACT: Initial product delivery must be completed by **September 30, 2025**. The contract expires **June 30, 2026**.

BIDDER ELIGIBILITY:

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

CONTENTS OF THE INVITATION TO BID (ITB):

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

1. INTRODUCTION

A. Purpose

Proposals are requested for supply/delivery of winter sand for Town Highway and other maintenance activities.

2. SCOPE OF WORK

A. The Town is requesting bids for two options on the supply of a minimum of 3,000 cubic yards (CY) of screened winter sand for the 2025-26 winter season:

- 1) Delivered to the Town salt/sand shed on 4215 VT Route 100. Initial delivery will be 3,000 CY by no later than September 30, 2025, and subsequent deliveries as needed, with a minimum delivery of 500 CY.

- 2) Sand only, with Town picking up at supply location.
- B. Sand shall meet the following specification: Winter road sand – 3/4" square sieve; 95-100% passing.
- C. All deliveries shall be made to the Town of Londonderry salt/sand shed on under the supervision and request of the Town Road Foreman, or his designee.
- D. Terms and conditions may be further defined in a formal contract.
- E. Contractors will submit an all-inclusive, fixed price 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. 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 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above. 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 “**FY2026 Winter Sand Bid**” in the email subject line, or on the envelope if submitted by mail or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard soon after the submission deadline.

6. GENERAL PROVISIONS

A. RFP Coordinator

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

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

Phone: 802-824-3356, ext. 5 Email: townadmin@londonderryvt.org

- 2) Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator.
- 3) **Should potential bidders wish to view the Town salt and sand shed with a Town representative prior to bidding, please contact Road Foreman Josh Dryden at 802-824-3356 ext. 6 before July 3, 2025.**

B. No Obligation to Contract

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

C. Commitment of Funds

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

D. Right to Extend Contracts

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

E. Insurance Requirements

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.
- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.

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

7. EVALUATION AND CONTRACT AWARD

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

Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract.

Bid Proposal Form is on following page

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
<u>A. Sand Delivered</u>	3,000 cubic yards – 3/4" sand		
<u>B. Sand Only</u>	3,000 cubic yards – 3/4" sand		
	Location of Bidder's sand supply Location:		

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]

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	3,000 cubic yards – 3/4" sand	25.50	\$76,500.00
B. <u>Sand Only</u>	3,000 cubic yards – 3/4" sand	25.50	\$76,500.00
	Location of Bidder's sand supply Location:	Derry Woods Rd. Londonderry, Vt.	

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

Company: Hunter Excavating, Inc.
Authorized Representative: Kellie Baker-Waite
Address: 2218 Rte. 100, So. Londonderry, Vt. 05155
Phone: 802-856-7165
Email: projects@hunterexvt.com
Signature: Kellie Baker-Waite Date: 6/17/2025

[END OF DOCUMENT]

8. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly

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

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	3,000 cubic yards – 3/4" sand	\$26.95	\$80,850.00
B. <u>Sand Only</u>	3,000 cubic yards – 3/4" sand	\$14.00	\$42,000.00
	Location of Bidder's sand supply Location:	91 Hill Road Alstead, NH 03602	

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.

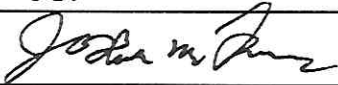
Company: JP Trucking & Excavating, LLC

Authorized Representative: Joshua M. Perry

Address: PO Box 436, Bellows Falls, Vermont 05101

Phone: 802-463-4658

Email: joshptrucking@yahoo.com

Signature:  Date: July 3, 2025

[END OF DOCUMENT]

M&W SOILS ENGINEERING, INC

SOILS AND CONCRETE LABORATORY

159 East Street
PO Box 1466
Charlestown, NH 03603
603-826-5873

MECHANICAL ANALYSIS OF AGGREGATES AND GRANULAR MATERIAL

Project: **JP TRUCKING**

Type of Material: Road sand	Sample #:	4724Sand
Source of Material: JP Trucking	Date in Lab:	4-7-24
Sample from: Delivered by JP	Date Tested:	4-9-24
Report To: Josh	Technician:	JB

Sieve	Weight	% Retained	Cumulative % Retained	Cumulative % Finer	Specification
6"	0.0	0.0	0.0	100.0	
4"	0.0	0.0	0.0	100.0	
3"	0.0	0.0	0.0	100.0	
2-1/2"	0.0	0.0	0.0	100.0	
2"	0.0	0.0	0.0	100.0	
1-1/2"	0.0	0.0	0.0	100.0	
1"	0.0	0.0	0.0	100.0	
3/4"	7.6	0.1	0.1	99.9	
1/2"	552.5	3.7	3.7	96.3	
3/8"	1404.1	9.3	13.0	87.0	
#4	4217.2	27.9	40.8	59.2	
pan	8953.3	59.2	100.0	0.0	

Sand Sieves		Cumulative % Finer Sand Portion		Cumulative % Finer Total Sample	
#4	0.0	0.0	100.0	59.2	
#8	157.9	33.9	66.1	39.1	
#20	156.7	33.6	32.5	19.3	
#40	69.2	14.8	17.7	10.5	
#100	47.8	10.2	7.5	4.4	
#200	16.2	3.5	4.0	2.4	
pan	18.6	4.0	0.0	0.0	

Moisture Content: 7.3 %

Town of Londonderry, VT

RFP No. 2025-09 Bid Tabulation 2025-07-09

BID TABULATION

Bidder

- 1 **American Rock Salt Co LLC**
Mt. Morris, NY

- 2 **Apalachee, LLC**
Rochester, NY

A	
Project	
Road Salt Total	Road Salt Per Ton

\$ 174,600.00	\$ 97.00
---------------	----------

<u>\$ 167,760.00</u>	<u>\$ 93.20</u>
*	

*BASED OFF AN ESTIMATE OF 1800 TONS

Low bids are underlined



24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

6/19/2025

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

RE: RFP No. 2025-09 FY2026 Road Salt

Cargill, Incorporated - Salt, Road Safety ("Cargill") regrets that we will be unable to submit a bid for your deicing requirements for the winter season 2025/2026.

Please retain our name on your bidders list for possible future consideration.

Sincerely,

A handwritten signature in blue ink that reads "Deseree Caver". The signature is written in a cursive, flowing style.

Deseree Caver
Customer Care Representative I
(800) 600-7258
Salt_CustomerCareRoadSafety@cargill.com

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

INVITATION TO BID

RFP NO. 2025-09

DATE: June 10, 2025

PROJECT TITLE: FY2026 Road Salt

PROPOSAL DUE DATES: Bid proposals are due by Thursday, July 3, 2025, no later than 2:00 PM.
See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: Product delivery may begin at the direction of Town staff after a contract with the Town is executed, estimated to be in October 2025. The proposed contract term will expire on June 30, 2026.

BIDDER ELIGIBILITY:

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

CONTENTS OF THE INVITATION TO BID (ITB):

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

1. INTRODUCTION

Proposals are requested for supply/delivery of road salt for Town Highway and other maintenance activities.

2. SCOPE OF WORK

The Town is requesting bids for the supply of approximately 1,800 tons of road salt for the 2025-26 winter season (based on previous year usage), which shall be delivered to the Town salt/sand shed on 4215 VT Route 100. Deliveries will be on an as-needed basis, with a minimum delivery of 20 tons.

Salt shall meet the following specification: Shall not need screening to allow for ease of handling and spreading by the Town.

Additional terms and conditions may be further mutually defined in a formal contract.

3. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

4. 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 must use the enclosed Bid Proposal Form (see page 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above, or delivered via mail or in-person. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “FY2026 Road Salt Bid” in the email subject line, or on the envelope if submitted by mailed or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard at their next regularly scheduled meeting.

5. GENERAL PROVISIONS

A. RFP Coordinator

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

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

Should potential bidders wish to view the Town salt and sand shed with a Town representative prior to bidding, please contact Road Foreman Josh Dryden at 802-824-3356, ext. 6 on or before July 3, 2025.

B. Commitment of Funds

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

C. Right to Accept or Reject Proposals

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

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

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

E. Right to Extend Contracts

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

F. Insurance Requirements

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

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

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

6. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

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

B. Evaluation and Selection Criteria

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

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.

- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

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

D. Start of Work

Work/delivery may commence any time after execution of a contract at the direction of Town staff, and must be completed by June 30, 2026, as weather conditions dictate.

Bid Proposal Form is on following page

7. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly.

- 1. ROAD SALT SUPPLY AND DELIVERY:** Check here [] if supplementary documentation is attached.

Total cost: \$ _____
Per ton, delivered

Other Information clarifying cost proposal: _____

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

BIDDERS ACKNOWLEDGEMENTS

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **June 30, 2026**.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

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

INVITATION TO BID

RFP NO. 2025-09

DATE: June 10, 2025

PROJECT TITLE: FY2026 Road Salt

PROPOSAL DUE DATES: Bid proposals are due by Thursday, July 3, 2025, no later than 2:00 PM.
See section 5 for specific directions on bid submittal.

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Salt shall meet the following specification: Shall not need screening to allow for ease of handling and spreading by the Town.

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Bid Proposal Form is on following page

7. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly.

- 1. ROAD SALT SUPPLY AND DELIVERY:** Check here [] if supplementary documentation is attached.

Total cost: \$ 174,600.00 \$97.00 per ton
Per ton, delivered

Other Information clarifying cost proposal: _____

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

BIDDERS ACKNOWLEDGEMENTS

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **June 30, 2026**.

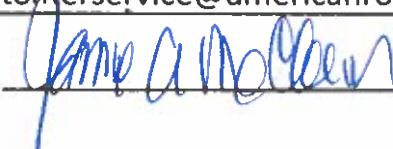
Company: American Rock Salt CO., LLC

Authorized Representative: Jamie A. McClain

Address: PO Box 190, Mt. Morris, NY 14510

Phone: (888)762-7258

Email: customerservice@americanrocksalt.com

Signature:  **Date:** June 18, 2025

7. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly.

1. ROAD SALT SUPPLY AND DELIVERY: Check here ☒ if supplementary documentation is attached.
Total cost: \$ 93.20 SENT AN EMAIL FOR OVERVIEW ALONG WITH 5 PHOTOS AND THIS ATTACHMENT.
Per ton, delivered

Other Information clarifying cost proposal: SALT IS STORED IN BUILDINGS, SALT IS DRY, FREE FLOWING & LOOSE FOR BETTER SPREADING LESS FINES AND LESS DUST

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.

BIDDERS ACKNOWLEDGEMENTS

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The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **June 30, 2026**.

Company: APALACHEE, LLC

Authorized Representative: PETER KOWAL

Address: 1423 HIGHLAND AVENUE, ROCHESTER, NY 14620

Phone: 585-442-4131

Email: SALES@APALACHEESALT.COM

Signature: Peter Kowal Date: 07/02/2025

"FY2026 Road Salt Bid" (Apalachee Salt / Town of Londonderry)

From peter apalacheesalt.com <peter@apalacheesalt.com>

Date Wed 7/2/2025 12:00 PM

To Aileen Tulloch <townadmin@londonderryvt.org>

Cc sales apalacheesalt.com <sales@apalacheesalt.com>

 6 attachments (9 MB)

Londonderry RFP Response-FY2026 - Road Salt.pdf; full building.jpg; Loader Photo.PNG; Building 300-2.jpg; Building - Apalachee Inside Salt.jpg; full buiding-outdoors.jpg;

Aileen,

Apalachee will be able to provide the Town of Londonderry, VT road salt for the upcoming 2025-26 winter season.

Our road salt is stored inside of buildings and is drier than other suppliers. Customers actually get more cubic yards of dry salt per truckload because there is less water, less fines and less dust. Our salt is loose and free flowing with crystals that enable better salt spreading distances. This also creates reduced amount of salting trips within parking lots/roads, reduced truck/equipment hours, reduced fuel consumption and reduced labor hours.

I have attached a few photos of our buildings and salt and hope this information helps you.

Your estimated usage will be 1800 tons.

Our delivered price for bulk road salt is: \$93.20/ton.

Our payment terms are Net-30.

Thank you for the opportunity to work with the Town of Londonderry. Looking forward to working with you and your team again. We appreciate the continued business and support and let me know if you have any questions.

Let me know if you have any further questions.

PLEASE ACKNOWLEDGE RECEIPT when you get a moment.

Thank you,

Peter Kowal

Apalachee, LLC

585-442-4131











Done

4 of 4



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

INVITATION TO BID

RFP NO. 2025-09

DATE: June 10, 2025

PROJECT TITLE: FY2026 Road Salt

PROPOSAL DUE DATES: Bid proposals are due by **Thursday, July 3, 2025**, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: Product delivery may begin at the direction of Town staff after a contract with the Town is executed, estimated to be in October 2025. The proposed contract term will expire on June 30, 2026.

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

CONTENTS OF THE INVITATION TO BID (ITB):

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

1. INTRODUCTION

Proposals are requested for supply/delivery of road salt for Town Highway and other maintenance activities.

2. SCOPE OF WORK

The Town is requesting bids for the supply of approximately 1,800 tons of road salt for the 2025-26 winter season (based on previous year usage), which shall be delivered to the Town salt/sand shed on 4215 VT Route 100. Deliveries will be on an as-needed basis, with a minimum delivery of 20 tons.

Salt shall meet the following specification: Shall not need screening to allow for ease of handling and spreading by the Town.

Additional terms and conditions may be further mutually defined in a formal contract.

3. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

4. 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 must use the enclosed Bid Proposal Form (see page 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above, or delivered via mail or in-person. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**FY2026 Road Salt Bid**” in the email subject line, or on the envelope if submitted by mailed or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard at their next regularly scheduled meeting.

5. GENERAL PROVISIONS

A. RFP Coordinator

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

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

Should potential bidders wish to view the Town salt and sand shed with a Town representative prior to bidding, please contact Road Foreman Josh Dryden at 802-824-3356, ext. 6 on or before July 3, 2025.

B. Commitment of Funds

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

C. Right to Accept or Reject Proposals

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

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

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

E. Right to Extend Contracts

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

F. Insurance Requirements

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

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

6. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

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

B. Evaluation and Selection Criteria

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

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.

- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

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

D. Start of Work

Work/delivery may commence any time after execution of a contract at the direction of Town staff, and must be completed by June 30, 2026, as weather conditions dictate.

Bid Proposal Form is on following page

7. BID PROPOSAL FORM

Due: July 3, 2025 at 2:00 PM

Complete and submit the following proposal, please write clearly.

- 1. ROAD SALT SUPPLY AND DELIVERY:** Check here [] if supplementary documentation is attached.

Total cost: \$ _____
Per ton, delivered

Other Information clarifying cost proposal: _____

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

BIDDERS ACKNOWLEDGEMENTS

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is **June 30, 2026**.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

Town Highway Access Permit Application Form Parcel ID No. _____

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

Applicant(s)

Name: Kevin Farrell - Farrell Home LLC
Address: 74 Evergreen Lane
Town/State/Zip: Londonderry, VT 05148 ^{zero}
Phone: 646 235 5388 Email: KFARRE05@YAHOO.COM

Property Owner(s):

☒ Check here if same as applicant

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

Property Information

Property Location/Address: 74 Evergreen Lane
Date Purchased by Owner: 9/29/23 Deed Recorded in Book _____ Page _____
Property Size (acres): 1 Road Frontage (feet): 200 Town Highway # Evergreen Lane
Existing Use of Property: Residential
Proposed Use of Property: Residential

Proposed Town Highway Access

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

☒ New Access to Highway [] Modification to existing Access to Highway

To be located on the North side of the Town Highway indicated above, 400 feet
distant from the intersection of this road with VT Route 160

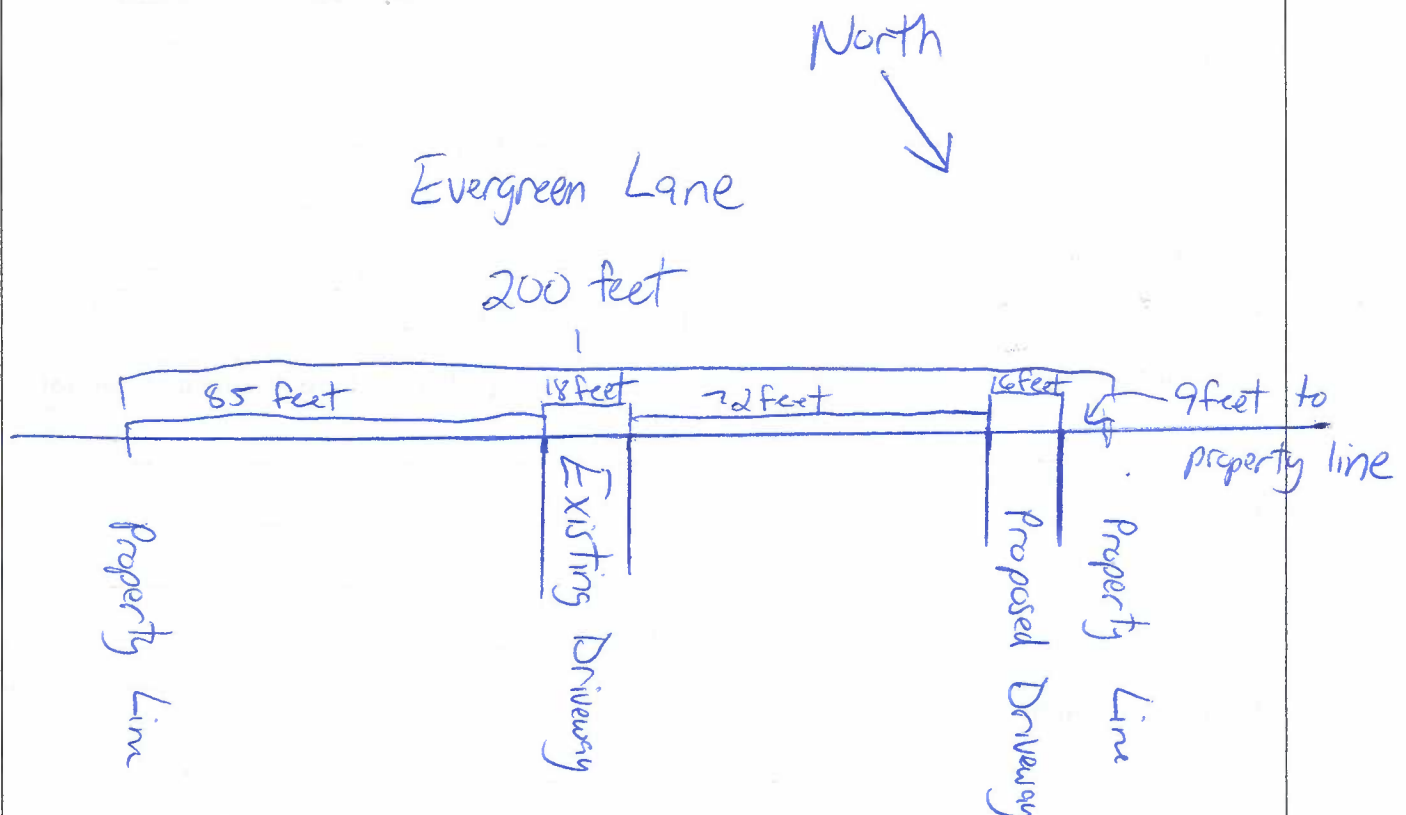
Is there already a road access to this property? ☒ Yes [] No

Describe proposed new or changed access in detail: New driveway to provide access to front door of residence

Town Highway Access Permit Application Form

Parcel ID No. _____

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



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

Fees

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

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

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

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

Zoning Permit Application Form

Access Permits/Addresses

Any new, realigned or expanded driveway must obtain an Access Permit from the Londonderry Selectboard for access to a Town road, or the Vermont Department of Transportation for access to Route 11 or 100. A request for a new address must be directed to the Londonderry Town Clerk.

Certification

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

Permission is hereby granted by the property owner for the Town's Zoning Administrator and Development Review Board to inspect the property at mutually acceptable times to verify information provided in this application.

Applicant Signature: Kim Fawell Date: 7/2/25

Property Owner Signature: Kim Fawell Date: 7/2/25

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

For applications requiring approval from the Development Review Board, please complete and submit the applicable supplementary documents (Check boxes for each documents submitted):

- ☐ Site Plan Review (Requires Site Development Plan Checklist)
- ☐ Conditional Use Review (Requires Site Development Plan Checklist)
- ☐ Site Development Plan Checklist
- ☐ Appeal of Zoning Administrator Decision
- ☐ Request for Variance (Requires Appeal of Zoning Administrator Decision)
- ☐ Subdivision Review (Requires Site Plan Review and Site Development Checklist)

Fees

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

Zoning Permit (including signs)	\$75.00	Site Plan Review	\$150.00
Conditional Use Review	\$150.00	Variance Request	\$150.00
Appeal of Zoning Administrator Decision	\$150.00	Lot Line Adjustment	\$125.00
Subdivision Review – up to 3 lots	\$250.00		
Subdivision Review – 4 lots or more	\$250.00 + \$200/lot		
Planned Unit Development	\$250.00 + \$200/unit		

All fees (Except for recording fees) are DOUBLED for applications submitted "after-the-fact", i.e., when any element of Land Development has already taken place.

Town Highway Access Permit Application Form Parcel ID No. _____

Certification

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

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

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

Applicant Signature: _____ **Date:** _____

Property Owner Signature: _____ **Date:** _____

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

For Road Foreman/Road Commissioner Use Only

Culvert Required: [] Yes [] No Culvert Diameter: _____ Culvert Length: _____

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

Flush culvert headers required: [] Yes [] No

Ditch work for proper drainage [] Yes [] No

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

Access approach width: _____

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

Cut for line of sight [] Yes [] No

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

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

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

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

Directions, Restrictions, Conditions: _____

Town Highway Access Permit Application Form Parcel ID No. _____

For Selectboard Office Use Only

ACTION TAKEN: ☐ Approved ☐ Approved with Conditions ☐ Denied

Comments: _____

Signature: _____ Date: _____
Selectboard Chair

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

For Final Inspection Use Only

Final Inspection Date: _____ Constructed as permitted?: ☐ Yes ☐ No

Acceptable minor modifications from that permitted: _____

Final Approval Granted?: ☐ Yes ☐ No

Comments: _____

Signature: _____ Date: _____
☐ Road Foreman
☐ Road Commissioner

RE: GMP Appearance Request - Project Work in Londonderry - 7/7 Meeting

From Jones, Tim <Tim.Jones@greenmountainpower.com>

Date Tue 7/1/2025 8:37 AM

To Aileen Tulloch <townadmin@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Cc Road Foreman <ROADFOREMAN@londonderryvt.org>

 2 attachments (19 MB)

GMP_Under the Mountain Road_Maps.zip; Draft_GMP Request_Town of Londonderry_07072025.docx;

Good morning Aileen,

I've attached the maps for our proposed Under the Mountain Road project. We are meeting Josh on Monday 7/7 to review in the field and get his feedback, confirm the Town's expectations for road restoration post-install and talk through the logistics of the project.

Typically, new projects of this scale have taken a couple of meetings to approve. We are proposing to introduce the project Monday, talk through questions/concerns, outline what our Town ROW work agreement would entail. Following the meeting, GMP can draft the agreement for approval. I've attached a Draft we have tailored across out project Towns for discussion.

Please let me know if you have any additional questions or have any problems opening the attached maps.

Thank you,

Tim

From: Jones, Tim

Sent: Monday, June 9, 2025 3:40 PM

To: Aileen Tulloch <townadmin@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Subject: RE: GMP Appearance Request - Project Work in Londonderry - 7/7 Meeting

Thank you, Aileen! Will do.

-Tim

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Monday, June 9, 2025 3:36 PM

To: Jones, Tim <Tim.Jones@greenmountainpower.com>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Subject: Re: GMP Appearance Request - Project Work in Londonderry - 7/7 Meeting

Okay, I have you on the agenda for our 7/7 meeting. If you could please send me documents by the Friday morning before (or ideally, by 7/3 which is a Thursday) I'd much appreciate it.

Thank you,

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

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

From: Jones, Tim <Tim.Jones@greenmountainpower.com>
Sent: Monday, June 9, 2025 2:43 PM
To: Aileen Tulloch <townadmin@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>
Subject: RE: GMP Appearance Request - Project Work in Londonderry - 7/7 Meeting

Good afternoon Aileen,

GMP is prepared to return with a specific project for Board approval.

Can you schedule us to appear on Monday, 7/7? We will furnish plans ahead of time and coordinate a field review with Josh on our proposed Under Mountain Road project.

Once confirmed, we will forward plans and a proposed agreement for rebuilding this line underground.

Please let me know if we can share any additional details at this time.

Thank you,

Tim

From: Aileen Tulloch <townadmin@londonderryvt.org>
Sent: Friday, April 18, 2025 10:59 AM
To: Jones, Tim <Tim.Jones@greenmountainpower.com>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>
Subject: Re: GMP Appearance Request - Project Work in Londonderry

You don't often get email from townadmin@londonderryvt.org. [Learn why this is important](#)
Good morning Tim,

Thanks for joining us at Putney's Selectboard meeting on Wednesday.

Do you have any materials you would like to present to the Londonderry Selectboard for their consideration at their 04/21/2025 meeting? And will you be needing board approval?

If so could you please send me the documentation so I can finish the SB packet and get it out to the Selectboard today.

Thank you!

Aileen Tulloch
Town Administrator

Town of Londonderry, Vermont

100 Old School Street

South Londonderry, VT 05155

802-824-3356, ext. 5

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

From: Jones, Tim <Tim.Jones@greenmountainpower.com>

Sent: Tuesday, April 8, 2025 3:45 PM

To: Aileen Tulloch <townadmin@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Subject: RE: GMP Appearance Request - Project Work in Londonderry

Thank you, Aileen! Understood on prep materials by the 18th.

Talk soon,

Tim

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Tuesday, April 8, 2025 8:55 AM

To: Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; Jones, Tim <Tim.Jones@greenmountainpower.com>

Subject: Re: GMP Appearance Request - Project Work in Londonderry

You don't often get email from townadmin@londonderryvt.org. [Learn why this is important](#)

Good morning Tim,

Yes, we can add you to our April 21 agenda. If you have any supporting materials I'd appreciate having them by Friday the 18th.

Thank you,

Aileen Tulloch

Town Administrator

Town of Londonderry, Vermont

100 Old School Street

South Londonderry, VT 05155

802-824-3356, ext. 5

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

From: Tom Cavanagh <T.CAVANAGH@londonderryvt.org>
Sent: Monday, April 7, 2025 5:49 PM
To: Aileen Tulloch <townadmin@londonderryvt.org>
Subject: Fw: GMP Appearance Request - Project Work in Londonderry

Thomas Cavanagh
Chair, Londonderry Selectboard
802-824-3254

From: Jones, Tim <Tim.Jones@greenmountainpower.com>
Sent: Monday, April 7, 2025 5:44:42 PM
To: Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; townclerk@londonderry.org
<townclerk@londonderry.org>
Subject: GMP Appearance Request - Project Work in Londonderry

You don't often get email from tim.jones@greenmountainpower.com. [Learn why this is important](#)

Good evening,

I am writing to introduce myself and requesting to appear at your next available Selectboard meeting. Do you have an opening on April 21st?

We have been rebuilding our distribution utility infrastructure in the region and have projects planned in Londonderry.

In addition to sharing our regional plans for the next 18-24 months, some of our work will require Board approval.

Our field teams will also consult directly with the Roads Department ahead of our appearance to get that feedback as well.

Please let me know if you have any additional questions in order to schedule us in.

Thank you,

Tim

Tim Jones
Program Manager - Infrastructure
Green Mountain Power
Cell: 802-353-0243
tim.jones@greenmountainpower.com



Tim Jones
2152 Post Road, Rutland, VT 05701
Phone: (802) 353-0243
Tim.jones@greenmountainpower.com

To the Selectboard of the Town of Londonderry, Vermont

Monday, July 7, 2025

Here comes Green Mountain Power (GMP), your petitioner, and respectfully represents that in order to provide reliable service to customers it is necessary to locate overhead poles/guys/ wires and buried underground wires/vaults/cabinets within the highway limits of Under the Mountain Road. This proposed work also includes underground installation of cable-in-conduit (CIC) within the road right of way (ROW). This work is proposed to be rebuilt underground with a combination of overhead rebuild for project #174778, in the Town of Londonderry as shown on the attached project plans.

GMP further represents that the work will be done safely for public travel and subject to the rules thereof. GMP proposes the following work practices for the installation of underground utilities on unpaved roads:

- 1) Road surface must be returned to approved conditions consistent with standards described under Title 19 V.S.A. 1111 and in accordance with Town Right of Way Standards;
- 2) Replacement of all complete culverts having a minimum length of 40 feet. For culverts greater than 40 feet in length, if trenching cuts through, culverts will be replaced to the same length as the preexisting culvert. GMP shall replace culverts with grey plastic equivalent to Advanced Drainage Systems ("ADS") HP storm dual wall pipe. The replacement ADS HP culvert to be the same diameter as the preexisting culvert. Further, the culvert pitch shall be ¼" per foot;
- 3) As needed/requested, install precast concrete collars on upper and lower culvert opening;
- 4) Manage the hauling / placement / grading of new road surface materials at GMP's expense and with GMP's operators/contractors and equipment. This includes a provision for GMP to re-gravel roads with up to 6" of new ¾" crushed gravel in accordance with Vermont Agency of Transportation specifications.
- 5) Confirm locations of all aboveground cabinets with Road Supervisor prior to commencing work. In the event an above ground cabinet is placed/installed in an unapproved location, GMP will remediate and move the cabinet to the approved location at its sole expense within two weeks of notification by the Road Supervisor; and

- 6) Provide final “As-Built” drawings for all completed projects and if requested will provide onsite assistance in locating the GMP conduit.

WHEREFORE, GMP requests permission from the Selectboard to locate poles, and guys and wires as aforesaid. This project is a continuation of the reliability infrastructure rebuild projects we have undertaken in the region since Summer 2023.

Work Plans/Sketches Provided via Email

By: _____

T&D Program Manager
Green Mountain Power

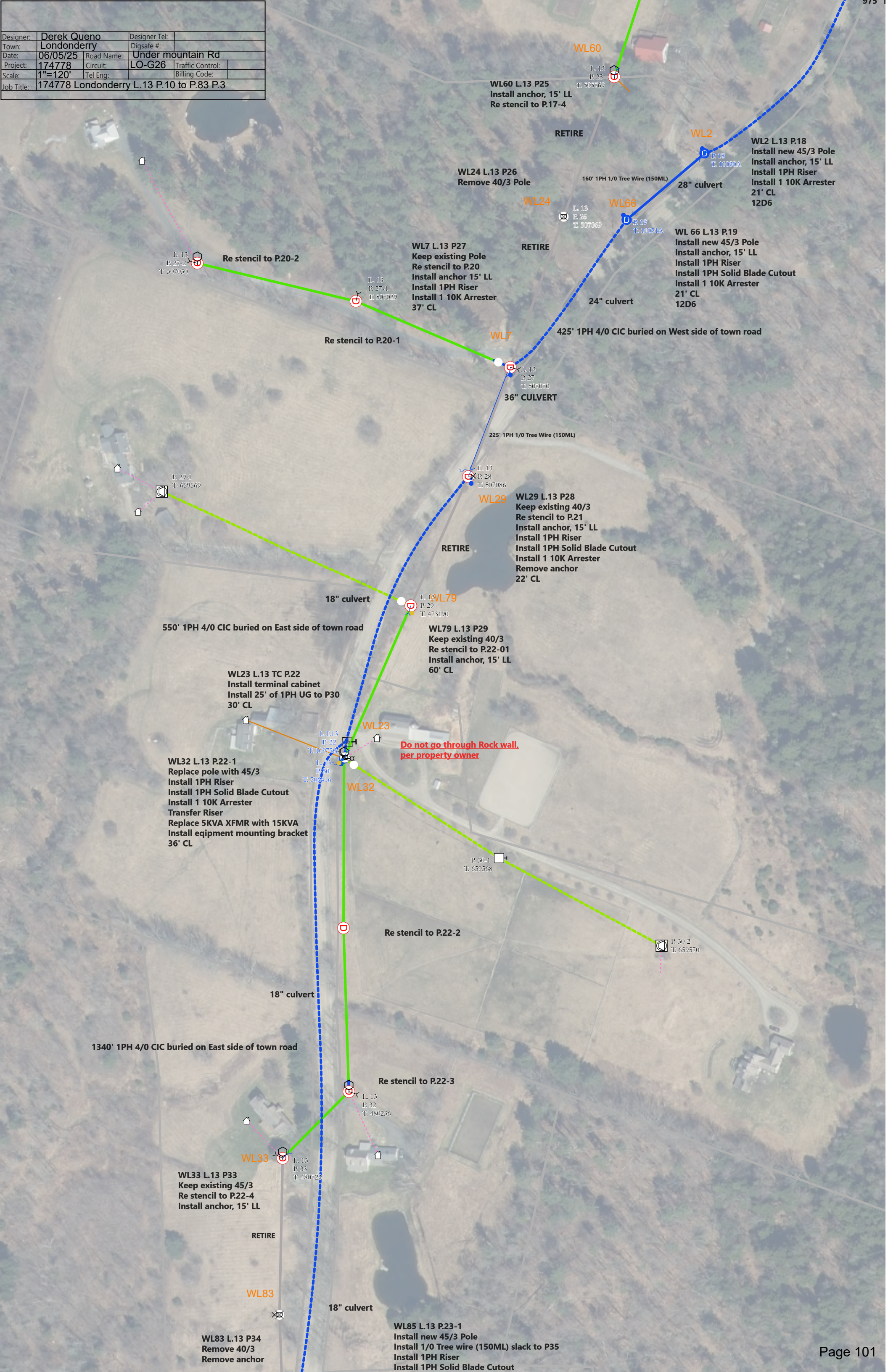
APPROVED:
Selectboard of the Town of Londonderry

EFFECTIVE DATE: _____

Designer:	Derek Queno	Designer Tel:	
Town:	Londonderry	Digsafe #:	
Date:	06/05/25	Road Name:	Under mountain Rd
Project:	174778	Circuit:	LO-G26
Scale:	1"=120'	Tel Eng:	
Job Title:	174778 Londonderry L.13 P.10 to P.83 P.1	Traffic Control:	
		Billing Code:	



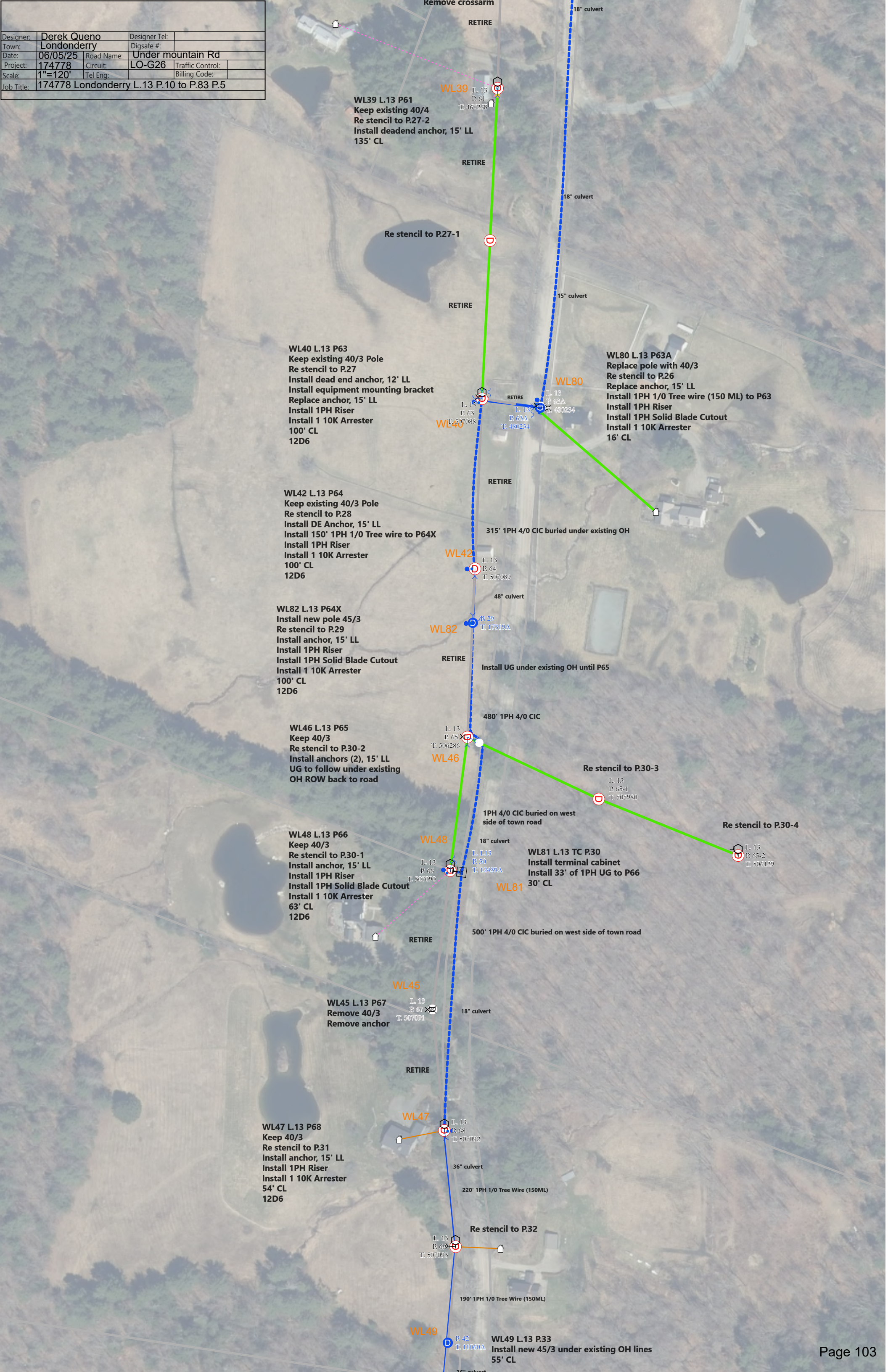
Designer:	Derek Queno	Designer Tel:	
Town:	Londonderry	Digsafe #:	
Date:	06/05/25	Road Name:	Under mountain Rd
Project:	174778	Circuit:	LO-G26
Scale:	1"=120'	Tel Eng:	
Job Title:	174778 Londonderry L.13 P.10 to P.83 P.3	Billing Code:	



Designer:	Derek Queno		Designer Tel:	
Town:	Londonderry		Digsafe #:	
Date:	06/05/25	Road Name:	Under mountain Rd	
Project:	174778	Circuit:	LO-G26	Traffic Control:
Scale:	1"=120'	Tel Eng:		Billing Code:
Job Title:	174778 Londonderry L.13 P.10 to P.83 P.4			



Designer:	Derek Queno	Designer Tel:	
Town:	Londonderry	Digsafe #:	
Date:	06/05/25	Road Name:	Under mountain Rd
Project:	174778	Circuit:	LO-G26
Scale:	1"=120'	Tel Eng:	
Job Title:	174778 Londonderry L.13 P.10 to P.83 P.5	Billing Code:	





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,

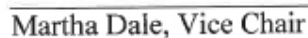
The Town of Londonderry Selectboard wishes to express its thanks to FEMA staff for reaching out to assist the Town to consider ways to best address emergency situations in the community, particularly the periodic flooding that has had a devastating effect on the Town government, local business and residents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

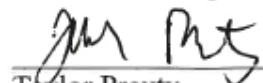
Selectboard of the Town of Londonderry



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. Utleigh 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:

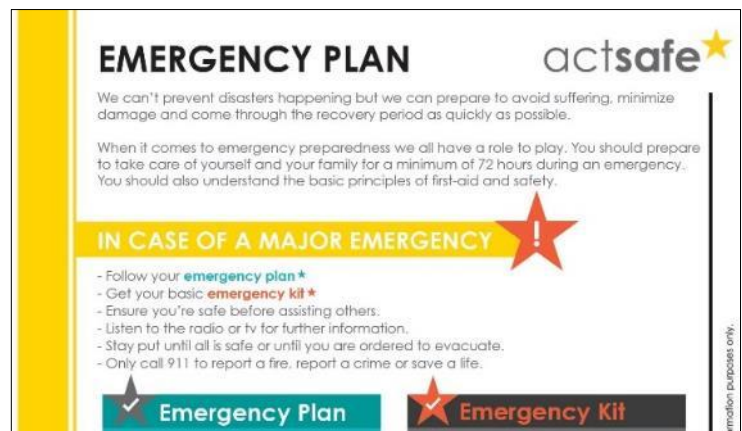
- Create a standing volunteer organization
- Collaborate with Neighborhood Connections (Case Management)
- Collaborate with the Stratton Foundation
- Provide preparedness and response training for volunteers

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



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.

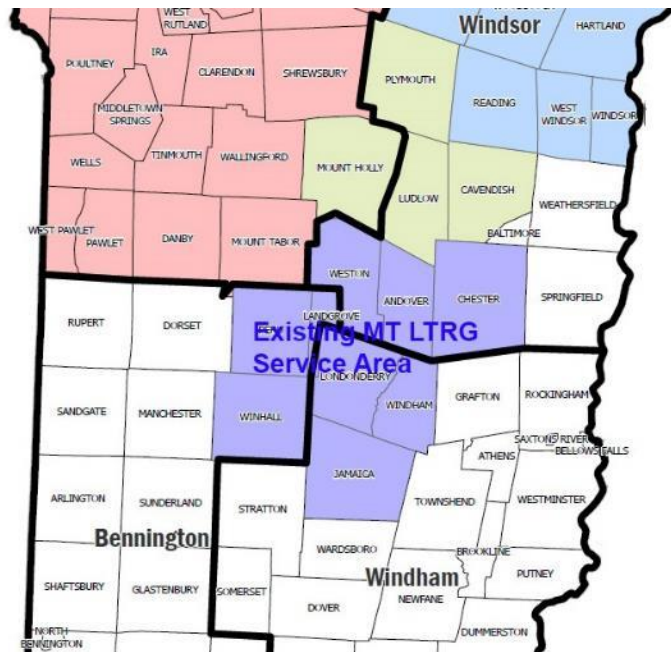
Action Steps:

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.



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

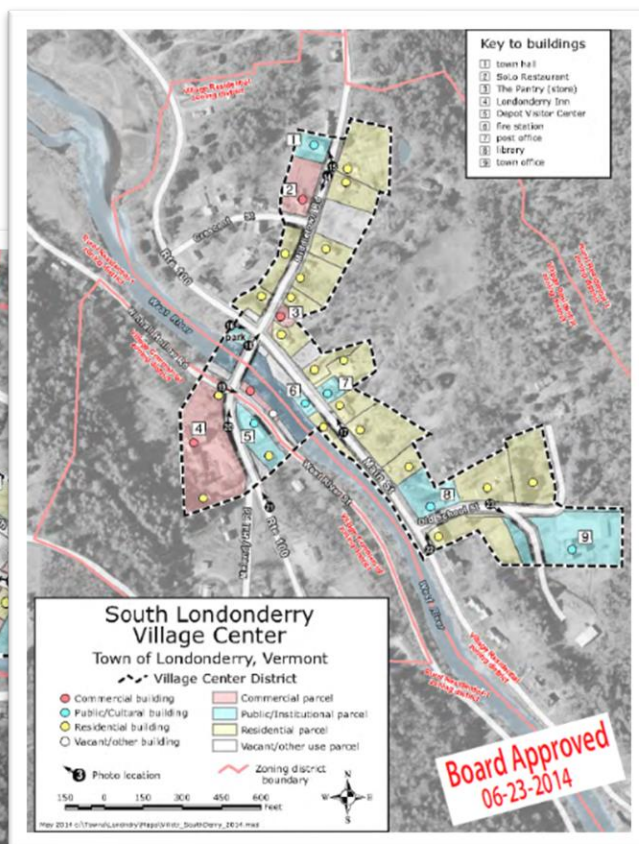
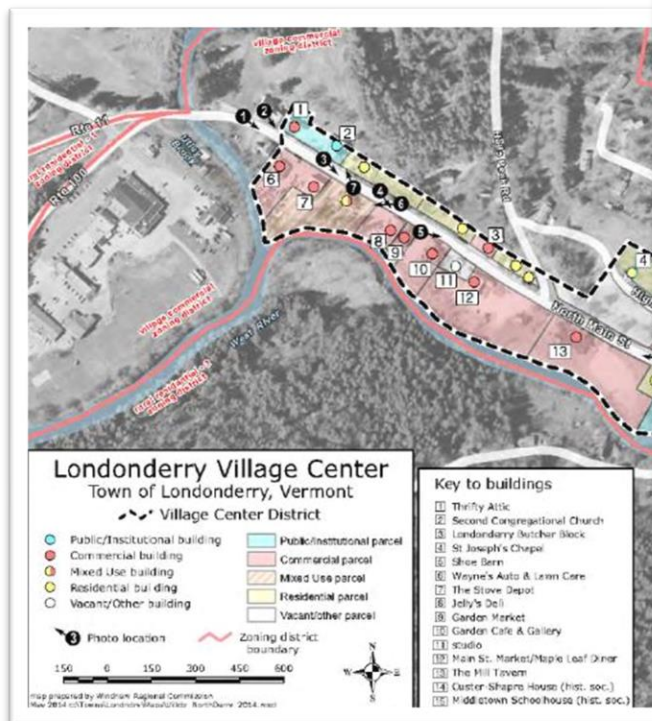
Action Steps:

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: Londonderry ER-P23-1(225) and Londonderry ER-P23-1(228) Culvert Replacement Projects | Request for Town Input

From Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Date Tue 6/17/2025 11:13 AM

To Aileen Tulloch <townadmin@londonderryvt.org>

 1 attachment (178 KB)

Londonderry (225) and (228) Detour Maps.pdf;

Thomas Cavanagh
Chair, Londonderry Selectboard
802-824-3254

From: Thilliyar, Mahendra <Mahendra.Thilliyar@vermont.gov>

Sent: Monday, June 16, 2025 2:10:33 PM

To: Tom <tcavanagh2540@comcast.net>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Cc: Amy Spera <aspera@gill-eng.com>; cburner <cburner@gill-eng.com>

Subject: Londonderry ER-P23-1(225) and Londonderry ER-P23-1(228) Culvert Replacement Projects | Request for Town Input

You don't often get email from mahendra.thilliyar@vermont.gov. [Learn why this is important](#)

Good afternoon Tom,

We are currently in the Final Design Phase of a project to replace two culverts below Route 100 in Londonderry. As part of this phase, we would like to meet with the Town to discuss the project scope and proposed construction sequencing.

To complete the culvert replacements, Route 100 will need to be closed for a period of time. The detours are highlighted in the attached PDF - the first page shows the signed detour and the following pages show the shorter local bypasses. It is anticipated that this work will occur during the 2026 construction season. The culverts are 0.6 miles apart and could be replaced simultaneously using a single roadway closure of 60 to 70 days. Alternatively, the culverts could be replaced one at a time using two roadway closures with a duration of 6 weeks each.

We are seeking the Town's feedback as we develop the Contract specifications and requirements. With your input, we will determine a) the timing of this work, and b) whether both culverts can be closed at the same time. We are especially interested in any local considerations that may affect the timing and duration of the closure, such as school bus routes, emergency service access, community events, or other relevant concerns. Your input will be essential in helping us minimize disruptions and ensure the success of the project.

Please let us know a convenient time to meet with you or the select board **virtually** to discuss this further.

Thank you for your time and cooperation.

Mahendra Thilliyar | Project Manager

Project Delivery Bureau | Structures Section

Highway Division

Vermont Agency of Transportation

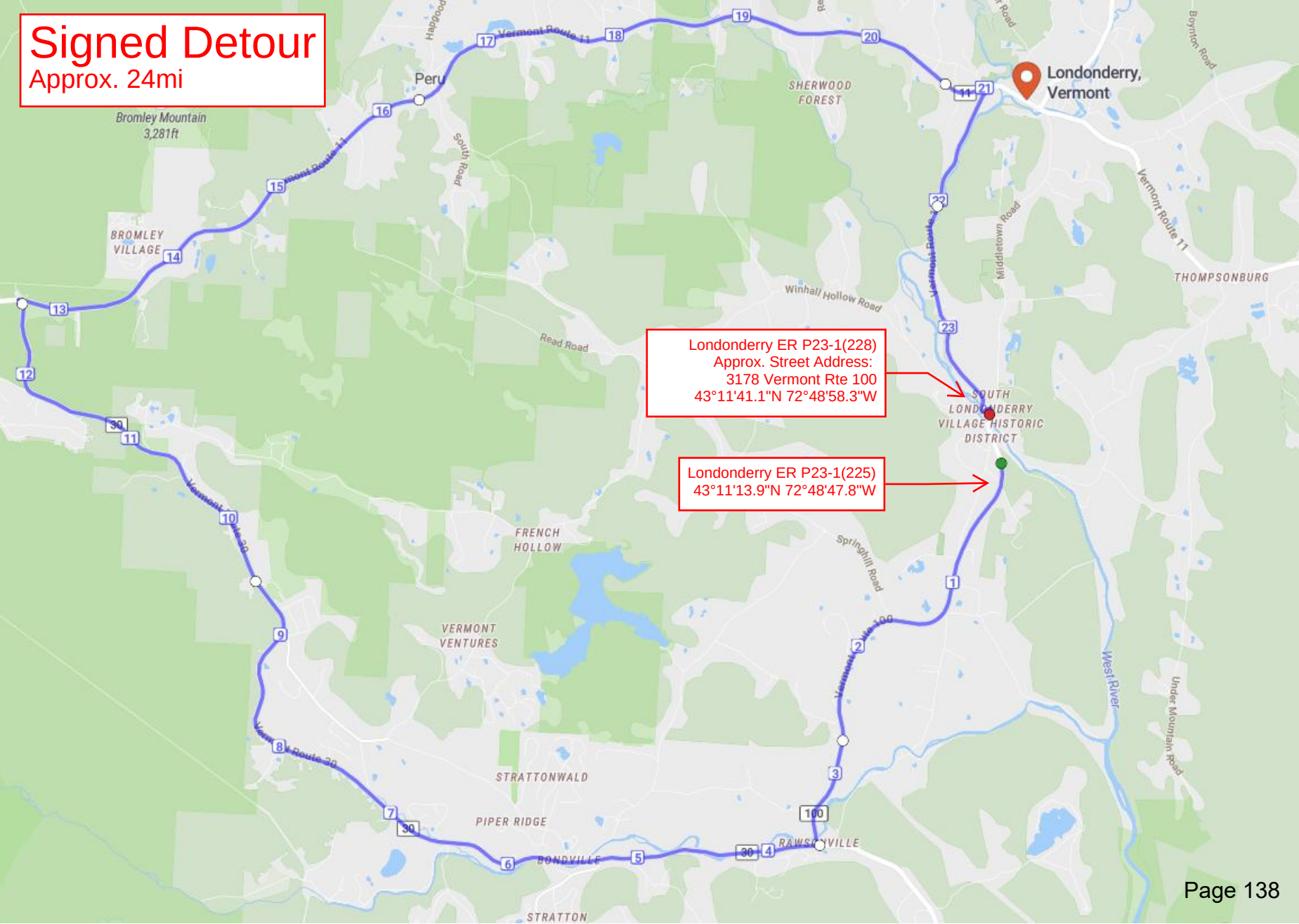
219 North Main Street | Barre, VT 05641

802-917-2758 phone | mahendra.thilliyar@vermont.gov



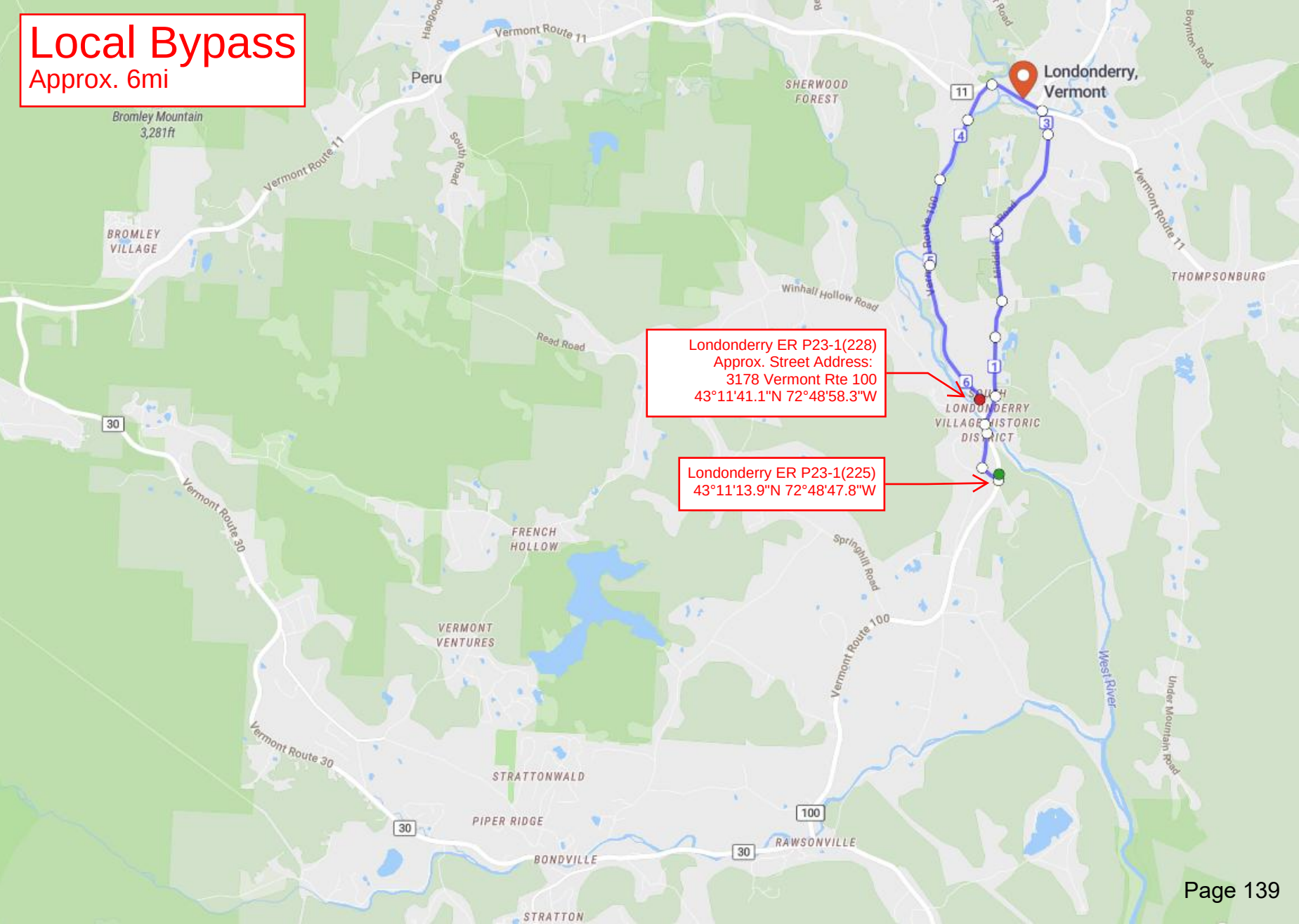
Signed Detour

Approx. 24mi



Local Bypass

Approx. 6mi



Application for Local Cannabis Control License

On August 15, 2022, the Town of Londonderry Selectboard voted to establish a local Cannabis Control Commission (CCC) pursuant to 7 V.S.A Section 863(b) to issue and administer local licenses for cannabis establishments. The Londonderry Selectboard will act as the CCC and may issue licenses, including any necessary conditions, for parties interested in operating in the town of Londonderry. The following application information is required for review and consideration by the CCC prior to commencing operation. Failure to receive approval and licensing from the CCC may result in a notice of violation, including applicable fines, and actions by the Vermont Cannabis Control Board.

This form must be submitted for all proposed cannabis establishments **Please Print Clearly**

Applicant(s)

Name: Hidden Leaf Homestead, LLC
Address: 1317 Spring Hill Road
Town/State/Zip: South Londonderry, VT 05155
Phone: 802-474-2692 Email: hiddenleafhomestead@gmail.com

Property Owner(s):

☒ Check here if same as applicant

Name: Myra Adams
Address: 1317 Spring Hill Road
Town/State/Zip: South Londonderry, VT 05155
Phone: 802-474-2692 Email: myra.r.adams@gmail.com

Property Information

☐ Check here if additional information is attached

Property Address: 1317 Spring Hill Road, South Londonderry Parcel ID #: 041010
Date Purchased by Owner: November 2019 Deed Recorded in Book _____ Page _____
Existing Use of Property: Homestead

Licensing Information

Type of License Requested (check all that apply)

License Type	Tier (if applicable)	Date Applied for State License	State License Number (if issued)
☒ Outdoor Cultivation*	1	May 2022	SCLT0083
☐ Indoor Cultivation *			

Application for Local Cannabis Control License

☐	Mixed Cultivation*			
☐	Retail			
☐	Manufacturing*			
☐	Testing			
☐	Wholesale			

* Requires indication of tier. For more information on tiers, visit www.ccb.vermont.gov

Application is for: ☐ A license for a new cannabis establishment
☐ Revision of a previous license issued on _____
☒ Annual renewal of a previously issued license issued on 8/29/22

Local Compliance Information

Land Use Compliance Questions	Applicant's Answer
1. Has the Londonderry Zoning Administrator been contacted regarding your proposed use?	Yes
2. Is the proposed use permitted by the Londonderry Zoning Bylaw in the proposed location?	Yes
3. If yes, is a zoning permit required?	No
4. If a zoning permit is required, what is the date the complete application was submitted for review?	N/A
5. Has the zoning permit been issued? If yes, please attach the zoning permit to this application.	N/A

Certification

I acknowledge and understand this this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date it is issued and that a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Londonderry and understand that failure to comply with any identified conditions may result in suspension or revocation of this license, including applicable penalties or fines associated with the violation of conditions.

By signing below both the owner and applicant hereby affirm that the information presented in this application, and all supporting forms, plans and documents are true, accurate and complete, and

Application for Local Cannabis Control License

agree that, if any such information is found by the Town to be false or misleading, any permit, license or other approval granted on the basis of such information shall be deemed null and void.

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

Applicant Signature: Myra Adams Date: 6/18/25

Property Owner Signature: Myra Adams Date: 6/18/25
[] Check here if owner is submitting a Letter of Authorization in lieu of signing above

DO NOT WRITE HERE - For Office Use Only

Notes: _____

Application Deemed complete on: _____

Londonderry Cannabis Control Commission Meeting Date: _____

DO NOT WRITE HERE - Londonderry Cannabis Control Commission Decision

ACTION TAKEN: [] Approved [] Approved with Conditions [] Denied

Comments/Conditions: _____

Signature: _____ Date: _____
Local Cannabis Control Board Chair

Notice of Local Cannabis Control Commission sent to VT Cannabis Control Board: _____

VT CCB: Application S-000012734 LCC Submission

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
VCCB Applications <ccb.applications@vermont.gov>

Date Wed 6/18/2025 9:59 AM

To Aileen Tulloch <townadmin@londonderryvt.org>; Allison Marino <TOWNCLERK@londonderryvt.org>

Cc hiddenleafhomestead@gmail.com <hiddenleafhomestead@gmail.com>

The Cannabis Control Board has received an application for licensure, S-000012734, Outdoor Cultivator Tier 1 Small Cultivator Renewal, that falls within the jurisdiction of your Local Control Commission. The Board's [Guidance for Municipalities](#) explains applicable laws and procedures.

The Local Control Commission may request further information about the proposed cannabis establishment directly from the applicant.

Business Legal Name and Registered: Alternatives: Hidden Leaf Homestead, LLC

Address: 1317 Spring Hill Road, South Londonderry, Vermont 05155

Principals and Controlling Entities: Myra Adams

Primary Contact's email address: hiddenleafhomestead@gmail.com

Primary Contact's phone number: [\(802\) 474-2692](tel:8024742692)

For this license type, the applicant is asked the following questions which may be relevant to your review:

- *Do you comply with required inspections or permits from other state and local agencies (for example, certificates of occupancy)?*
 - Yes

- *Is your proposed Cannabis Establishment project in a public building?*
 - No

- *Is the physical site of operation on a municipal water supply?*
 - No

All applicants are required to comply with Division of Fire Safety (DFS) requirements. The CCB documents compliance a non-jurisdictional letter or fire safety inspection report.

When your Local Control Commission has acted on the license, please share minutes recording the action by emailing CCB.Applications@vermont.gov

Thank you,

Cannabis Control Board

*For assistance, contact: (802) 828-1010
CCB.Applications@vermont.gov*

GUIDANCE FOR LOCAL CANNABIS COMMISSIONS

MARCH 2025

JAMES PEPPER, CHAIR
JULIE HULBURD, COMMISSIONER
KYLE HARRIS, COMMISSIONER

OLGA FITCH, EXECUTIVE DIRECTOR

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Scope

The Cannabis Control Board (CCB or “the Board”) has prepared this guidance document to describe how a municipality can

- (1) opt-in for cannabis retail sales,
- (2) form a local cannabis control commission, or
- (3) designate cannabis cultivation districts and setbacks.

Each municipality can choose to exercise all, some, or none of the three means of local regulation.

This guidance is concise and procedural in character. See the Board’s [Guidance for Municipalities](#) for a broader look at cannabis licensing relevant to municipalities, including a summary of license types, the bounds of municipal authority to apply ordinances and bylaws to cannabis establishments, tax considerations, and public health and safety enforcement.

Notifying the Board of an affirmative opt-in vote

The voters of a municipality may elect by Australian ballot to opt-in to cannabis retail sales. See 7 V.S.A. § 863(a). A municipality that has determined to place an opt-in vote on the ballot for approval at an annual or special meeting is asked to designate an appropriate local official to serve as primary contact with Board. The designee is asked to make the Board aware of a pending opt-in vote by emailing ccb.info@vermont.gov. If voters opt-in, the designee should use the same email address to share a copy of the document in which official results are recorded in the town and posted for residents to view. Alternatively, the designee may send a copy of the Official Return of Election Results reported to the Secretary of State.

Local licensing

A municipality that hosts or anticipates hosting any cannabis establishment—whether a cultivator, manufacturer, wholesaler, adult-use retailer, or medical dispensary—may establish a local cannabis control commission to administer local control licenses. See 7 V.S.A. § 863(b). No municipality is required to do so. Municipalities cannot charge fees for local control licenses.

When the CCB receives a completed application to operate a cannabis establishment in a municipality that has *not* established a local cannabis control commission, the Board will process the application fully and notify the municipality when a license is issued.

When the CCB receives a completed application to operate a cannabis establishment in a municipality that *has* established a local control commission, the Board will notify the local control commission and inquire of the applicant’s local control license before acting on the application. The Board will report to the local control commission the name of the cannabis establishment, the license type sought, and the principals of the establishment.

The role of the commission is to approve or deny a local control license based upon compliance with any bylaw adopted pursuant to 24 V.S.A. § 4414 or ordinances regulating signs or public nuisances adopted pursuant to 24 V.S.A. § 2291. (Outdoor cultivators are shielded from certain requirements.) Following issuance, the commission may suspend or revoke a local control license for a violation of any condition placed upon the license.

A local control commission ensures that cannabis establishments conform to duly enacted local standards that would apply to any similarly situated business. State law prohibits localities from using bylaws and ordinances to erect a *de facto* prohibition on operating a cannabis establishment or to directly regulate how a cannabis establishment is operated. For important details, see the Board's [Guidance for Municipalities](#), Sec. IV.

Effective January 1, 2025, municipalities may designate cannabis cultivation districts where outdoor cultivation is preferred and may establish outdoor cultivation setbacks subject to certain limits. All municipalities may zone in this manner, according to ordinary procedure, whether or not they have established a local cannabis control commission. See the Board's [Guidance for Municipalities](#), Sec. XX.

Whenever a commission issues, denies, suspends, revokes, or otherwise acts upon a local control license, it should notify the CCB by emailing pertinent details, such as applicable conditions or reasons for the action, to ccb.applications@vermont.gov.

Forming a local commission

A municipality that wishes to form a local commission should do so by resolution of its municipal legislative body; this is the Selectboard, City Council, or similar governing authority. The municipality may choose to have the local legislative body serve as the local control commission or may decide to have a separate body of appointees. These details should be included in the resolution.

A sample resolution is attached. The key elements of a resolution forming a local commission are to:

- (1) state that the purpose of the resolution is to form a local control commission, and
- (2) specify how the commission will be formed.

A municipality that forms a local control commission should send a signed copy of the founding resolution to the Cannabis Control Board at ccb.info@vermont.gov. Prompt notice is important to ensure the Board checks for local control licensure when appropriate.¹ Once established, each local commission is asked to designate an appropriate official to serve as primary contact with Board.

¹ Unless the Board knows of a local control commission, the CCB relies on an applicant's attestation of compliance with local permitting, zoning, and ordinances.

Sample resolution establishing a local cannabis control commission

Whereas, Title 7, Chapter 33 of Vermont State Statutes was Amended in 2020 to provide for the safe, equitable, and effective regulation of adult-use cannabis; and

Whereas, 7 VSA § 863(b) provides that a municipality that hosts any cannabis establishment may choose to establish a cannabis control commission; and

Whereas, a local control commission may issue and administer local control license for cannabis establishment within the municipality; and

Whereas, the commission may condition the issuance of a local control license upon compliance with applicable local bylaws and ordinances, as further set out at 7 V.S.A. § 863; and

Whereas, the local control commission may suspend or revoke a local control license for a violation of any condition placed upon the license pursuant to 7 VSA §863(b); and

Whereas, for each cannabis establishment located in a municipality with a local control commission, the State Cannabis Control Board may condition issuance and maintenance of a Board license upon the presence of a valid local control license.

Now Therefore Be It Resolved, that (*municipal legislative body*) has voted affirmatively to form a local cannabis control commission, effective as of the date of this resolution (*date*)

Be it further resolved that, the local commission will be comprised of (*members of the legislative body or members of the community; if not members of the legislative body, this section may also include any applicable details about how the commissioners are appointed*)

Be it further resolved, the local cannabis control commission of (*municipality*) will:

- a) Review information provided by the State Cannabis Control Board;
- b) Review information provided by applicants for the approval or denial of a local control license;
- c) Communicate approval, denial, or conditions placed on the local control license to licensees and to the State Cannabis Control Board; and
- d) Comply with the provisions of 7 V.S.A. § 863 and Cannabis Control Board Rule 2.14.

Signatures:

The resolution should be signed by the members of the municipal legislative body upon passage.

GUIDANCE FOR MUNICIPALITIES

MARCH 2025

JAMES PEPPER, CHAIR

JULIE HULBURD, COMMISSIONER

KYLE HARRIS, COMMISSIONER

OLGA FITCH, EXECUTIVE DIRECTOR

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Introduction

This guidance offers a general orientation to Vermont’s regulated cannabis marketplace, with a focus on matters of interest to cities and towns. It explains the structure and role of the Cannabis Control Board (CCB or “the Board”); the licenses the Board issues; how state-level cannabis licensing interacts with local ordinances and bylaws; taxes and fees associated with cannabis regulation; and some of the health and safety rules that govern how a cannabis establishment may operate.

Municipal officials interested in forming a local cannabis control commission, as well as members of such commissions, can find important details in related [Guidance for Local Cannabis Commissions](#).

This guidance is not a substitute for legal advice. Officials and municipal bodies in need of legal advice should consult their town or city attorney.

The Cannabis Control Board

The three-member Cannabis Control Board was created by [Act 164 \(2020\)](#) as “an independent commission . . . for the purpose of safely, equitably, and effectively implementing and administering the laws enabling access to adult-use cannabis in Vermont.” [7 V.S.A. § 843](#).

The Board’s governing statutes have been refined in subsequent sessions by [Act 62 \(2021\)](#), [Act 158 \(2022\)](#), [Act 65 \(2023\)](#), and Act 166 (2024).

Today, the Board’s responsibilities also include administration of the medical cannabis program, and jurisdiction over novel and hemp-derived cannabinoids. *Id.* §§ 843, 862a. The Board promulgates administrative rules consistent with its mandate, including inspection rules, health and safety requirements, and disciplinary procedures.

Information about Board members and staff can be found at <https://ccb.vermont.gov/members>.

Links to the Board’s governing statutes and administrative rules are available at <https://ccb.vermont.gov/laws-rules-and-regulations>.

Cannabis Establishments

Types of Cannabis Establishments

State law refers adult-use cannabis businesses as “cannabis establishments.”

The Board licenses cannabis establishments of the following types:

1. **Cultivator:** Cultivator licensees may grow cannabis plants, either outdoors, indoors, or in a mixed setting. [7 V.S.A. § 904](#).
2. **Propagation Cultivator:** Propagation cultivator licensees may cultivate cannabis clones, immature plants, and mature plants. [7 V.S.A. § 861\(31\)](#); [7 V.S.A. § 904](#). This license type, created by [Act 65 \(2023\)](#), will become available in 2024.
3. **Manufacturer:** Manufacturer licensees may produce cannabis products from cannabis plants, including edibles, oils, and other such products. [7 V.S.A. § 906](#).

4. **Wholesaler:** Wholesaler licensees may purchase cannabis and cannabis products from other licensees and sell them to licensees. [7 V.S.A. § 905](#).
5. **Testing Laboratory:** Testing Laboratory licensees may test cannabis and cannabis products obtained from a licensed cannabis establishment, dispensary, or a member of the public. [7 V.S.A. § 908](#).
6. **Retailer:** Retailer licensees may sell cannabis and cannabis products to the general public. [7 V.S.A. § 907](#). Only retailer licensees and integrated licensees may sell cannabis or cannabis products to the general public.
7. **Integrated:** Integrated Licensees may engage in the activities of each of the license types listed above, but these licenses are only available to "an applicant and its affiliates that hold a dispensary registration on April 1, 2022." [7 V.S.A. § 909](#).

Tiered License Types

Cultivator and Manufacturer licenses are issued in tiers that describe the size or scope of operations authorized. See 7 V.S.A. § 910; Board Rule 1.

Key Parameters of Cannabis Establishment Licenses

1. A licensee may hold multiple types of licenses, but a licensee and affiliates may hold only one license of each type. [7 V.S.A. § 901](#).
2. Each license allows for only one location of the cannabis establishment. [7 V.S.A. § 901](#).
3. Multiple licensees may operate at the same location, subject to limitations established by the Board, except that multiple retail operations may not operate at the same location.
4. All cannabis establishments are subject to comprehensive regulation and regular inspection by CCB staff.

Municipal Authority and Cannabis Establishments

Cities and towns are important partners in the effective administration of a safe, effective, and economically beneficial cannabis marketplace. This section explains how municipal affairs intersect with cannabis regulation, particularly in respect to land use and permitting.

To be an effective regulatory partner, the CCB wants to know of significant local developments. Municipal officials are asked to promptly notify ccb.info@vermont.gov if:

- A local control commission is created or dissolved
- A local control commission acts against a Board licensee
- Municipal voters opt-in or subsequently opt-out of authorizing retail sales
- A municipality creates cannabis cultivation districts or establishes or modifies related setbacks

These events are explained in more detail below. With notification of official actions, please provide copies or links to relevant documents, such as minutes, resolutions, electoral results, or bylaws.

Voters Opt-in for Retail

Before a municipality may host a retail cannabis establishment, its voters must opt-in to retail sales by Australian ballot. This requirement does not apply to non-retail cannabis establishments, like cultivators and manufacturers. [7 V.S.A. § 863\(a\)\(1\)](#).

The voters of a municipality that opted-in to retail cannabis sales may reverse themselves at any time through a duly warned opt-out vote. If this occurs, incumbent retail establishments may continue to operate. [7 V.S.A. § 863\(a\)\(2\)](#).

Municipal Regulatory Authority

In general, a municipality may hold a cannabis establishment to the same bylaws and ordinances that would apply to a non-cannabis business of similar character. [7 V.S.A. § 863](#).

A municipality must not use ordinances or bylaws to create a *de facto* prohibition on cannabis establishments, to create rules governing the operation of cannabis establishments, or otherwise to condition a cannabis establishment's ability to operate on any basis other than its compliance with zoning bylaws adopted pursuant to [24 V.S.A. § 4414](#) or ordinances regulating signs or public nuisances under [24 V.S.A. § 2291](#). [7 V.S.A. § 863](#).

State law limits municipal regulatory authority over licensed outdoor cultivation. Alone among the types of regulated cannabis commerce, licensed outdoor cultivation "shall . . . be regulated in the same manner as 'farming' and not as 'development' for permitting purposes." [7 V.S.A. § 869](#). Licensed outdoor cultivation is subject to Required Agricultural Practices (RAPs) overseen by the State, not municipal bylaws overseen by municipalities. *Id.* [§ 869\(f\)\(2\)](#). And licensed outdoor cultivation that complies with the RAPs and other law enjoys a rebuttable presumption that cultivation does not constitute a nuisance. *Id.* [§ 869\(f\)\(5\)](#).

Cultivation Districts and Setbacks

Effective January 1, 2025, a municipality may designate cannabis cultivation districts. Act 166 (2024), § 16.

A municipality, after consultation with the municipal cannabis control commission, if one exists, may adopt a bylaw identifying cannabis cultivation districts where the outdoor cultivation of cannabis is preferred within the municipality ... The adoption of a cannabis cultivation district shall not have the effect of prohibiting cultivation of outdoor cannabis in the municipality.

[24 V.S.A. § 4414a](#).

Setbacks

Inside a cannabis cultivation district, outdoor cultivation enjoys a presumption of no undue effect on the character of the area, and the setback adopted by the municipality, if any, may not exceed 25 feet.

[7 V.S.A. § 869\(f\)\(2\)\(A\)](#).

Outside a cannabis cultivation district, any adopted setback may not exceed 50 feet. *Id.* [§ 869\(f\)\(2\)\(B\)](#).

"If a municipality does not have zoning, the setback shall be 10 feet." *Id.* [§ 869\(f\)\(2\)\(C\)](#).

Minimum setback distances are to be measured “between the cannabis plant canopy and a property boundary or edge of a highway.” *Id.* § 869(f)(2).

The diameter of a mature cannabis plant will vary based on genetics, growing conditions, and chance. To promote fair and consistent measurement and enforcement, the Board recommends that outdoor cultivators plant with a buffer of at least thirty inches to a setback line, and that municipal officials treat as compliant mature plants with a commensurate stalk-to-setback measurement, disregarding incursion that may result from random variation.

A canopy setback concerns live plants in soil and is of no relevance to structures at a cultivation site.

Local Cannabis Control Commissions

A municipality may create a local cannabis control commission to administer local licenses. 7 V.S.A. § 863. No municipality is required to create a local commission. A local commission may not charge local license fees. *Id.* § 863(b). A local license may be conditioned upon the recipient establishment’s compliance with applicable bylaws and ordinances. *Id.*

Creation of a local control commission does not in any way alter the bounds of a municipality’s regulatory authority, as explained in section IV(B), above. Instead, by issuing required local licenses to cannabis establishments within its borders, a local control commission links a cannabis establishment’s compliance with bylaws and ordinances to the establishment’s eligibility to obtain or retain a CCB license—an extra incentive for a cannabis establishment to comply with rules the municipality already could enforce pursuant to its general authority to regulate businesses.

Withholding, conditioning, suspending, or revoking a local license for any reason other than those described above in section IV(B), is a violation of State law. If the CCB concludes a municipality has exceeded its authority in respect to local licensing, the CCB may issue a State license to a cannabis establishment from which a local license has been withheld. 7 V.S.A. § 863(c). Similarly, because cannabis establishments often face considerable carrying costs, CCB rules provide that the Board will assume assent from a local control commission if that commission has not acted within 45 days of receiving notice of an application.

Confidentiality of Some License Application Content

State law ordains that “records related to licensee security, safety, transportation, or trade secrets, including information provided in an operating plan” are to be kept confidential. 7 V.S.A. § 901a(c)(1).

It is important for local officials to be aware of § 901a(c)(1) when posting notice of proceedings, giving required notices to abutters, and conducting meetings concerning cannabis establishments.

The CCB will make legally required redactions from all application materials it shares with municipalities and local commissions; however, some municipal permitting proceedings may call for a cannabis establishment to separately submit information that is confidential pursuant to § 901a(c)(1). Municipalities working with cannabis establishments should take particular care to avoid publicizing schematics and business documents that illustrate an establishment’s security features, alarms, manufacturing equipment, non-obvious points of ingress and egress, vehicle storage, finances, or operating practices.

Vermont’s Open Meeting Law allows that a public body may enter executive session to discuss records that are by law designated confidential, so long as the body returns to open session for more general discussion of the subject to which the record pertains. [1 V.S.A. § 313\(a\)\(6\)](#). In the rare event that a permitting body must evaluate a confidential record about a cannabis establishment, a brief executive session can be a good solution.

If a site visit is required to verify that schematics accurately represent the state of a property, the visit should be accomplished by a designated municipal official who is appropriately oriented to § 901a(c), such as a Zoning Administrator or DRB chair—never by a large group or members of the public.

No State-Mandated Zoning Designations for Cannabis Businesses

There is no provision in state law or the Board’s rules that requires a particular zoning designation for any cannabis establishment.

A municipality’s zoning rules may require a certain type of cannabis establishment to operate within a particular zoning designation, but that will be determined on a town-by-town and business-by-business basis.

For example, there is nothing in state law requiring that cannabis establishments operate within a commercial zoning designation; however, a town’s zoning bylaws may require a particular cannabis establishment to be within a commercially zoned district.

Vermont law does not specify that cannabis is a “commercial product,” and nowhere does the law require that cannabis businesses operate within designated commercial zones.

School Buffer Zones

Retail cannabis establishments are not permitted on property that abuts property owned by a school if the retail operations would occur within 500’ of the nearest boundary with school property. CCB Rule 2.8.1; [18 V.S.A. §4237\(d\)](#).

Properties abut if they share a boundary or if they would share a boundary if but for the presence of a river, stream, or public highway. [Id.](#)

A “school” includes any “public or private elementary, secondary, or vocational school.” [Id. § 4237\(c\)\(1\)](#).

“Public school” includes evening or summer schools operated by a school district. [16 V.S.A. § 11\(b\)\(7\)](#).

A property is “owned by a school” if it is “owned, leased, controlled, or subcontracted by a school and used frequently by students for educational or recreational activities.” [18 V.S.A. § 4237\(f\)\(2\)](#).

A municipality may regulate the location of cannabis establishments to the same extent it may regulate the placement of any other business under its zoning powers pursuant to [24 V.S.A. § 4414](#); however, a municipal government cannot create special buffer zones for cannabis establishments.

Social Equity Criteria

“[I]ndividuals from communities that historically have been disproportionately impacted by cannabis prohibition and individuals directly and personally impacted by cannabis prohibition” may be designated “social equity applicants.” 7 V.S.A. § 911. Cannabis businesses owned and operated by social equity applicants may be eligible for reduced or waived fees, as well as certain business assistance. 7 V.S.A. §§ [911](#) & [986 et seq.](#)

Though municipalities are encouraged to make local permitting processes accessible to new businesses, municipalities may not condition local licensing or permitting decisions upon social equity status.

Environmental Regulations

Cannabis establishments must abide by all generally applicable environmental regulations, whether state or municipal.

The Board will require some additional environmental standards, as provided in Board Rule 2, available at the [CCB's website](#). For example, larger cultivators who operate on municipal water must obtain a notice that the municipal water authority has capacity to serve the cultivation operation.

Municipalities do not have authority to implement special environmental rules for cannabis establishments, beyond their authority to create zoning bylaws with general effect.

Taxes and Fees

The legislature has exclusive authority to establish taxes and fees. For the statutory schedule of fees applicable to CCB licensees, see 7 V.S.A. § 910.

Excise Taxes

A 14% excise tax applies to all adult-use cannabis and cannabis products. Under current law, municipalities do not receive a portion of the cannabis excise tax. 32 V.S.A. § 7902.

Local Fees

A \$100 local licensing fee is collected from cannabis establishments at license issuance and annual renewal. The CCB disburses local licensing fees quarterly to each municipality that is home to a cannabis establishment. 7 V.S.A. § 846(c).

Local Option Taxes

Vermont Sales and Use Tax applies to all adult-use cannabis and cannabis products. Municipalities that have such a tax will receive local option tax revenue on retail sales.

Municipalities cannot add a local option sales tax that applies exclusively to cannabis products. Municipalities that have a local option sales tax cannot exempt cannabis products from that tax. Municipalities must tax cannabis products as they would as any other good.

Meals and Rooms Taxes

Meals and Rooms taxes do not apply to cannabis products, nor do they apply to edible cannabis products. Therefore, a local option tax on meals would not apply to the retail sale of any cannabis products.

Public Health, Education, and Advertising

Public Health and Education

The CCB has developed detailed requirements to ensure that regulated cannabis and cannabis products are tested, free from harmful adulterants, and offered for sale only to persons 21 years of age or older who are appropriately informed of the risks of cannabis consumption. The CCB has broad authority to stop sales and recall adulterated products.

All cannabis products must be sold only in approved packaging that features standard health warnings and symbols approved by the Vermont Department of Health. Packaging is scrutinized to ensure it does not appeal to children, and cannabis products must be sold in child-resistant packaging to reduce the risk of inadvertent exposure. Retailers are required to offer each customer a health information flyer approved by the Vermont Department of Health.

Advertising

Vermont's cannabis advertising laws are among the most restrictive in the country. All advertisements must be approved by the CCB prior to publication. Advertising cannot be deceptive, promote overconsumption, suggest that cannabis has curative effects, offer free samples, or have special appeal to persons under 21. See [7 V.S.A. § 864](#).

Cannabis establishments may not advertise their products via any medium where more than 15 percent of the audience will be under 21 years of age. [7 V.S.A. § 864](#); Board Rule 2.2.11.

Public Safety, Compliance, and Enforcement

Cannabis Establishment Security

All cannabis establishments must comply with security requirements specific to their license type. See Board Rule 2.

Cannabis Age and Possession Limits and Retail Establishments

A person 21 years of age or older may purchase up to one ounce of cannabis per transaction at a cannabis retail establishment and possess up to one ounce of cannabis on their person. [18 V.S.A. § 4230a](#). It is a civil violation for a person under 21 years of age to possess any amount of cannabis. [18 V.S.A. § 4230b](#).

No person under 21 may enter a cannabis establishment. Underage entry and sale may expose licensees to sanctions in the tens of thousands of dollars per occurrence, license suspension, and license revocation.

Transportation of Cannabis Between Licensees

Cannabis and cannabis products must be transported discretely and securely to avoid encouraging theft or diversion. Cannabis must be entered and tracked in inventory tracking software that indicates a transfer between license holders. Every time cannabis is transported, a manifest must be generated containing detailed information such as approximate time of departure, destination, estimated time of arrival, the transportation vehicle's make, model, and license plate number, and signature of an employee of the cannabis establishment receiving the product. Cannabis establishment employees must carry a valid CCB employee ID card when working, including when transporting cannabis.

Tracking and Registration

The CCB's evolving inventory tracking system tracks cannabis plants from seed to sale. High-specificity tracking ensures product safety and combats diversion, inversion, adulteration, and tax evasion.

Before any cannabis product can be marketed, it must be registered with the CCB based on compliance with testing, packaging, and labeling requirements. Certain products are prohibited by law, including those that combine cannabis with alcohol or nicotine, flavored vaping oils, and products in excess of potency limits. [7 V.S.A. § 868](#).

Complaints About Cannabis Establishments

The Board accepts and investigates complaints about cannabis license applicants, licensees, or unlicensed persons selling prohibited products. To file a complaint online, go to <https://ccb.vermont.gov/AUcomplaints>. To assist us in effective investigation and enforcement, please include pertinent details, such as date, time, location, and witnesses.

Municipalities retain authority to enforce ordinances regarding “public nuisances” under [24 V.S.A. § 2291](#).

Investigations of Cannabis Establishments

Complaints are investigated by CCB field agents, with the assistance of law enforcement when appropriate. The regulated cannabis marketplace is pervasively regulated. CCB field agents may enter and inspect a licensed cannabis establishment at any time, for cause or at random. Licensees are required to cooperate with reasonable CCB investigative requests.

Records related to complaints and investigations are confidential; however, if an investigation results in formal action against a license, the case record is public under the Vermont Public Records Act. 7 V.S.A. § 901a.

Sanctioning Cannabis Establishments

The Board has authority to suspend and revoke licenses, as well as to issue civil citations to persons, including non-licensees, who have violated the provisions of Title 7, chapter 33 or Board rules.

More information about the Board’s enforcement processes can be found in Board Rule 4, available at [the Board’s website](#).

Lawful Locations for Cannabis Consumption

State law prohibits cannabis consumption in any public place, meaning any street, alley, park, sidewalk, public building other than individual dwellings, any place of public accommodation, and any place where the use or possession of a lighted tobacco product, tobacco product, or tobacco substitute is prohibited by law. Places of public accommodation include restaurants, stores, or other facilities at which services, facilities, goods, privileges, advantages, benefits, or accommodations are offered to the general public. [18 V.S.A. § 4230a](#). A restaurant or function hall remains a place of public accommodation when it is rented for a private party.

Public consumption of cannabis in any form is prohibited and is subject to civil penalties capped at \$100 for a first offense, \$200 for a second offense, and \$500 for a third or subsequent offense. [18 V.S.A. § 4230a](#).

Commercial Driver’s Licenses

The requirements for getting and keeping a Commercial Driver’s License are not impacted by the legalization of cannabis in Vermont. Any substance that was prohibited for use by CDL holders prior to cannabis legalization in Vermont is still prohibited.

Online Sales and Delivery to Consumers

Cannabis establishments may allow online ordering for in-person pickup only. Consumers must take possession of adult-use cannabis and cannabis products inside the secured area of a licensed retail location. Delivery to consumers, at home and at curbside, is prohibited.¹

Cannabis Product Manufacturing

Cannabis manufacturers operating in buildings under the jurisdiction of the Division of Fire Safety must comply with the Vermont Fire and Building Safety Code. A manufacturer operating in a facility that is not under DFS jurisdiction² is prohibited from using hydrocarbon extraction.

Towns may regulate cannabis manufacturing operations to the same extent they may regulate any business pursuant to their zoning authority but may not place special conditions upon manufacturing operations beyond their general zoning authority.

Changes of Ownership and Control of Cannabis Establishments

Cannabis establishments are required to notify the Board of changes of ownership and control. Information about ownership is a public record.

Novel Cannabinoids

“[T]he production, manufacture, marketing, transfer, and sale of hemp-derived intoxicating cannabinoids and synthetic cannabinoids” is prohibited by Board Rule 2.17. Prohibited products often are marketed as containing delta-8 THC, delta-10 THC, or delta-9 THC that is derived from hemp. Manufacturers of these intoxicating products sometimes advise small retailers that the products are “federally legal” or exempt from regulation because they are sourced from hemp. This is false.

Municipal authorities aware that unregulated THC products are being sold or shipped to their residents are asked to notify the Board using the online form at <https://ccb.vermont.gov/AUcomplaints>.

¹ Medical dispensaries, by contrast, may in some circumstances deliver cannabis to a registered patient or caregiver. 7 V.S.A. § 971(b).

² In the context of cannabis establishments, the term means an owner-occupied single-family residence, where an owner-operator works alone, without employing any second person. 20 V.S.A. §§ 2729(c) (exempting owner-occupied single-family residences from DFS jurisdiction) & 2730(a) (defining “public building” to include a building in which two or more persons are employed).

pd ch# 6525
10.00

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit

Town of Londonderry

(Municipality)



Fleet



Single Vehicle

Approval is hereby given for the granting of a permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Registrant: Hunter Excavating, Inc., Hunter Transport, Hunter Timber Harvesting

Address: 2218 Vt. Route 100 South Londonderry Vermont 05155
Street/Road City State Zip

Contact: Kellie Baker-Waite Phone: 802-856-7165

<u>Type of Vehicles</u>	<u># of Axles</u>	<u>Product Carried</u>	<u>Max. Weight Requested</u>	<u>Max Weight Approved</u>
TK	3	A	80,000	
TK	4	A	80,000	
TT	3	A	99,000	
TT	4	A	99,000	

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached): _____

This approval shall be effective for no more than a one-year period ending March 31, 2026. If a fleet permit, this approval covers all vehicles bearing the registrants name. If the permit is to cover unmarked company trucks, please attach a list to this form giving the year, make, VIN number, maximum weight and registration number.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec. 1400a © and is **required to furnish the municipality a valid Certificate of Insurance** in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____

Title: _____

Date: _____



HUNTEXC-01

DWYST1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

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

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

PRODUCER Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	CONTACT NAME:	
	PHONE (A/C, No, Ext): (802) 775-2311	FAX (A/C, No): (802) 775-8246
INSURED Hunter Excavating, Inc 2218 RT 100 South Londonderry, VT 05155	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Union Ins Co	
	INSURER B : Tri State Ins Co Of MN	
	INSURER C : Acadia Insurance	
	INSURER D : Continental Western Ins Co	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒		CPA5627848-11	6/19/2025	6/19/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAA5588614	6/19/2025	6/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒		CUA5588615-11	6/19/2025	6/19/2026	EACH OCCURRENCE \$ 8,000,000
							AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WCA5588616-11	6/19/2025	6/19/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ertificate Holder is named additional insured with respect to general liability to the extent required in executed written contract

CERTIFICATE HOLDER

CANCELLATION

Town of Londonderry 100 Old School St South Londonderry, VT 05155	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

PA 1000

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit

Town of Londonberry
(Municipality)



Fleet



Single Vehicle

Applicant email

Approval is hereby given for the granting of a permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Beacon Sales Acquisition
Registrant: _____

Address: 550 W 36th St Jasper IN 47546
Street/Road City State Zip

Contact: Kimberly Reoh Phone: 920-850-2483

<u>Type of Vehicles</u>	<u># of Axles</u>	<u>Product Carried</u>	<u>Max. Weight Requested</u>	<u>Max Weight Approved</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached): _____

This approval shall be effective for no more than a one-year period ending March 31, _____. If a fleet permit, this approval covers all vehicles bearing the registrants name. If the permit is to cover unmarked company trucks, please attach a list to this form giving the year, make, VIN number, maximum weight and registration number.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec. 1400a © and is **required to furnish the municipality a valid Certificate of Insurance** in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____ Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/31/2025

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED Beacon Roofing Supply, Inc. 505 Huntmar Park Drive #300 Herndon VA 20170 USA	INSURER A:	The Travelers Indemnity Co of CT	25682
	INSURER B:	Travelers Casualty & Surety Company	19038
	INSURER C:	Travelers Property Cas Co of America	25674
	INSURER D:	Allied World Surplus Lines Insurance Co	24319
	INSURER E:		
	INSURER F:		

Holder Identifier :

Certificate No : 57011825945

COVERAGES CERTIFICATE NUMBER: 57011825945 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HC2EGLSA5H602800TCT25 SIR applies per policy terms & conditions	04/01/2025	04/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			HC2ECAP-5H602812-TCT-25	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			CUP9T72094825NF	04/01/2025	04/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4W41759325NCT AOS UB4W41724325NCR MA, WI	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O - Professional Liability - Primary			03108739 SIR applies per policy terms & conditions	04/01/2025	04/01/2026	Aggregate Limit \$1,000,000

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

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Beacon Roofing Supply, Inc. 505 Huntmar Park Drive, Suite 300 Herndon VA 20170 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

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ACORD 25 (2016/03)

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pl
10.00

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit

Town of Londonberry
(Municipality)



Fleet



Single Vehicle

Applicant email

Approval is hereby given for the granting of a permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Consolidated Communication

Registrant: _____

Address: 550 W 36th St Jasper IN 47546
Street/Road City State Zip

Contact: Kimberly Reoh Phone: 920-850-2483

<u>Type of Vehicles</u>	<u># of Axles</u>	<u>Product Carried</u>	<u>Max. Weight Requested</u>	<u>Max Weight Approved</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached): _____

This approval shall be effective for no more than a one-year period ending March 31, _____. If a fleet permit, this approval covers all vehicles bearing the registrants name. If the permit is to cover unmarked company trucks, please attach a list to this form giving the year, make, VIN number, maximum weight and registration number.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec. 1400a © and is **required to furnish the municipality a valid Certificate of Insurance** in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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

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

PRODUCER Brown & Brown RS Insurance Services, LLC 6 Concourse Pkwy, Ste 2300 Atlanta, GA 30328 www.bbinsurance.com	CONTACT NAME: Lynda Volpe PHONE (A/C, No, Ext): 646-358-8543 E-MAIL ADDRESS: Lynda.volpe@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Travelers Property Casualty Co of America</td><td>NAIC # 25674</td></tr><tr><td>INSURER B: The Travelers Indemnity Co of Connecticut</td><td>25682</td></tr><tr><td>INSURER C: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER D: Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Travelers Property Casualty Co of America	NAIC # 25674	INSURER B: The Travelers Indemnity Co of Connecticut	25682	INSURER C: Charter Oak Fire Insurance Company	25615	INSURER D: Travelers Casualty and Surety Company	19038	INSURER E:		INSURER F:	
INSURER A: Travelers Property Casualty Co of America	NAIC # 25674												
INSURER B: The Travelers Indemnity Co of Connecticut	25682												
INSURER C: Charter Oak Fire Insurance Company	25615												
INSURER D: Travelers Casualty and Surety Company	19038												
INSURER E:													
INSURER F:													
INSURED Consolidated Communications of California Company dba Consolidated Communications 2116 South 17th Street Mattoon IL 61938													

COVERAGES**CERTIFICATE NUMBER:** 85213378**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		HJ-EXGL-118D1020-TIL-24 SIR \$250,000	9/30/2024	9/30/2025	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		HC2ECAP-3P390768-TCT-24	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		CUP-1J668842-24-I3	9/30/2024	9/30/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-7S082419-24-NC-T (AOS) UB-7S081459-24-NC-R (WI, MA)	9/30/2024 9/30/2024	9/30/2025 9/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D						

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

CERTIFICATE HOLDER**CANCELLATION**NECS Solutions
550 W. 36th Street
Jasper IN 47546

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

AUTHORIZED REPRESENTATIVE

Scott Buchholz

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ACORD 25 (2016/03)

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Upper West River - River Corridor Plan

From Caduto, Marie <Marie.Caduto@vermont.gov>

Date Tue 6/24/2025 2:25 PM

To Caduto, Marie <Marie.Caduto@vermont.gov>

Hello,

This is to let you know that the River Corridor Plan for the Upper West River is now available.

You can find it on the [Basin 11 web page](#) along with the Basin Assessment Report on water quality conditions. As soon as it is processed, I will post the table of projects and the project maps.

Marie

Marie Levesque Caduto, M.S. Ed. | Watershed Planner
Watershed Planning Program
Vermont Department of Environmental Conservation
100 Mineral Street, Suite 303 | Springfield, VT 05156-3168
802-490-6142 | Marie.Caduto@vermont.gov
www.dec.vermont.gov/water-investment

**AUTHORIZATION TO CONDUCT
STREAM ALTERATION ACTIVITIES**

Pursuant to Section C.2.2, and C.2.3
of the Vermont Stream Alteration General Permit



VERMONT DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
**WATERSHED
MANAGEMENT DIVISION**
RIVERS PROGRAM

(Reporting activities requiring Application or Registration)

A. Permitted Project Information:

Permit Number: SR-4287	Waterbody: Tributary to Utley Brook
Project Location: Rinehart Rd	Lat:/Long: 43.247812N, 72.816449W
Applicant Name: Town of Londonderry	Email: townadmin@Londonderryvt.org
Mailing Address: 100 Old School St, Londonderry, VT 05146	Phone: (802) 824-3356

B. Findings:

The Secretary of the Vermont Agency of Natural Resources (VT ANR) has determined that:

This project consists of the replacement of an existing 6' diameter CMP with a new precast concrete box providing full AOP.

1. The proposed activity is eligible for coverage under the Vermont ANR Stream Alteration General Permit.
2. The proposed activity will meet the terms and conditions of the General Permit provided:
 - a) The project will be completed as in the plans by Hammond Engineering Dated 4/07/2025.

C. Standard Conditions:

1. The project will not adversely affect public safety by increasing flood hazards.
2. The project will not significantly damage fish life or wildlife.
3. The project will not significantly damage the rights of riparian owners.
4. The project will not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.
5. The project is conducted in a manner which minimizes or avoids any discharge of sediment or other pollutants to surface waters in violation of the Vermont Water Quality Standards.
6. This permit does not relieve the landowner from obtaining all other approvals and permits from other State Agencies or Departments, or local officials prior to construction.
7. **The contractor will submit a written stream flow control and/or dewatering plan for review and approval by the RME.**
8. **An on-site preconstruction meeting is conducted with the contractor and RME prior to the start of in-stream work.**
9. The River Management Engineer is notified by phone or email when construction begins and when the project is complete.
10. **In-stream working dates for all GP activities are from June 1st through October 1st; any in-stream work outside these dates will require consultation with and prior authorization from the River Management Engineer (RME).**
11. **This permit will expire: December 31, 2029**

If there are any changes in the project plan or deviation in construction from the approved plan, the Permittee must notify the River Management Engineer immediately. If the project is constructed as you have described, as shown on the above referenced approved plans and per the above conditions, there is no reason to expect any violation of Vermont Water Quality Standards.

Please be aware that the proposed project is in a municipality that participates in the National Flood Insurance Program (NFIP). Construction or storage within the Special Flood Hazard Area (SFHA) as delineated on the FEMA Flood Insurance Rate Map). 24 VSA, Section 4424 requires communities to submit SFHA permit applications to the ANR Regional Floodplain Manager for review and comment to ensure the project is compliant with local and NFIP minimum floodplain management standards.

Please be aware that this authorization does not constitute ANR's review and comment under 24 VSA Section 4424.

D. Authorization:

Signed this 23rd day of June 2025
Julia S. Moore, Secretary, Vermont Agency of Natural Resources

by:  River Management Engineer
VT DEC Rivers Program, Watershed Management Division

E. River Engineer Contact Information

Engineer: **Scott Jensen, PE**
Contact Phone: **802 490-6962**
Email Address: scott.jensen@vermont.gov

State of Vermont – ANR Department of Environmental Conservation
Watershed Management Division - Stream Alteration Permitting
1 National Life Drive, Main 2 Montpelier, VT 05620-3522

DR-4720-VT - Londonderry - Project #798195 - Rinehart Road Culvert over Utley Brook

From Doyle, William <william.doyle@fema.dhs.gov>

Date Wed 7/2/2025 7:55 AM

To Aileen Tulloch <townadmin@londonderryvt.org>; Bill Kearns <recovery@londonderryvt.org>

Cc Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Tonkovich, Jim <Jim.Tonkovich@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Good morning all,

The Rinehart Road Culvert project is currently pending your review and signature. When you have a moment, please login to Grants Portal to review and sign. Once signed, I will let you know when it obligates. Thank you!

Bill

William B. Doyle

Emergency Management Specialist | Program Delivery Task Force Lead

Public Assistance Branch | Recovery Division | FEMA Region 1

Mobile: (857) 329-3958

william.doyle@fema.dhs.gov

Federal Emergency Management Agency

[fema.gov](https://www.fema.gov)



FEMA

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Wednesday, April 30, 2025 9:07 AM

To: Seipel, Kristine <Kristine.Seipel@vermont.gov>; Canarecci, Kim <Kim.Canarecci@vermont.gov>; Bill Kearns <recovery@londonderryvt.org>; Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Tonkovich, Jim <Jim.Tonkovich@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>; Prior, Sarah <Sarah.Prior@vermont.gov>

Subject: Re: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Good morning all,

I note that our current project shows "awaiting EHP review" as opposed to "obligated". Should this project become "obligated" soon, would the need to return the funds be obviated since they now fall under our current

project?

If so, Bill (Doyle) is there anything else Londonderry needs to provide in order to move on from EHP review? We were under the impression that with the Final Public Notice we were essentially given the green light to receive the necessary funds.

Thank you,

Aileen Tulloch

Town Administrator

Town of Londonderry, Vermont

100 Old School Street

South Londonderry, VT 05155

802-824-3356, ext. 5

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

From: Seipel, Kristine <Kristine.Seipel@vermont.gov>

Sent: Wednesday, April 30, 2025 7:15 AM

To: Canarecci, Kim <Kim.Canarecci@vermont.gov>; Bill Kearns <recovery@londonderryvt.org>; Aileen Tulloch <townadmin@londonderryvt.org>; Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Tonkovich, Jim <Jim.Tonkovich@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>; Prior, Sarah <Sarah.Prior@vermont.gov>

Subject: RE: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Good morning everyone,

We can certainly accommodate a new project obligation alongside the return of funds, provided the obligation takes place in the very near future.

I'll defer to VEM for clarification on the timeframe available, as Kim mentioned FEMA requires the funds to be returned as soon as possible.

The Finance Team will be ready to support in any way we can.

Much appreciated,

Kristine

Kristine Seipel, Financial Manager I
Vermont Department of Public Safety
45 State Drive | Waterbury, VT 05671-1300

802-904-3469 - cell

kristine.seipel@vermont.gov



From: Canarecci, Kim <Kim.Canarecci@vermont.gov>

Sent: Wednesday, April 30, 2025 6:43 AM

To: Bill Kearns <recovery@londonderryvt.org>; Aileen Tulloch <townadmin@londonderryvt.org>; Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Tonkovich, Jim <Jim.Tonkovich@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>; Prior, Sarah <Sarah.Prior@vermont.gov>; Seipel, Kristine <Kristine.Seipel@vermont.gov>

Subject: RE: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Hi Bill and all –

I am looping in my financial office to respond in more detail. Unfortunately, these funds were released to the town and the project was deobligated, so the State will need to return these as soon as possible to Smartlink for FEMA.

Failure to return them in a timely matter could delay future funding. I am not sure when your other project is expected to obligate, but I do not believe that we can pull funds from another subgrant to use for this.

Thank you
Kim

From: Bill Kearns <recovery@londonderryvt.org>

Sent: Tuesday, April 29, 2025 4:00 PM

To: Aileen Tulloch <townadmin@londonderryvt.org>; Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Tonkovich, Jim <Jim.Tonkovich@vermont.gov>; Canarecci, Kim <Kim.Canarecci@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>

Subject: RE: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

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

Aileen,

Jim T should answer that last question.

Bill

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Tuesday, April 29, 2025 3:58 PM

To: Bill Kearns <recovery@londonderryvt.org>; Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Jim Tonkovich <jim.tonkovich@vermont.gov>; Canarecci, Kim <kim.canarecci@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>

Subject: Re: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Thanks for your reply, Bill...this was my question as well.

If we need to schedule a meeting with the State to understand better what Londonderry's obligation is here, let me know.

Aileen Tulloch

Town Administrator

Town of Londonderry, Vermont

100 Old School Street

South Londonderry, VT 05155

802-824-3356, ext. 5

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

From: Bill Kearns <recovery@londonderryvt.org>

Sent: Tuesday, April 29, 2025 3:50 PM

To: Doyle, William <william.doyle@fema.dhs.gov>; Aileen Tulloch <townadmin@londonderryvt.org>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Jim Tonkovich <jim.tonkovich@vermont.gov>; Canarecci, Kim <kim.canarecci@vermont.gov>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark <mark.coleman@fema.dhs.gov>

Subject: RE: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Bill

I was reviewing emails from Kimberly Goehle, your predecessor, on this issue and about to send you some of them.

Then I received your email sums it up.

I see no reply yet to your email, so I ask, does Londonderry have to refund and then receive the money or is it taken into account in final accounting? If this is a state question, Jim please answer.

Jim T. I spoke with Sarah Prior earlier today and explained the issue. She is off for a few days after today. You may wish to speak to her today and explain what is going on. She is the one who sent the "claw back" letter.

Bill Kearns

From: Doyle, William <william.doyle@fema.dhs.gov>

Sent: Tuesday, April 29, 2025 3:05 PM

To: Aileen Tulloch <townadmin@londonderryvt.org>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Jim Tonkovich <jim.tonkovich@vermont.gov>; Canarecci, Kim <kim.canarecci@vermont.gov>; Bill Kearns <recovery@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>; McMillan, David <david.mcmillan@fema.dhs.gov>; Coleman, Mark

<mark.coleman@fema.dhs.gov>

Subject: RE: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Some people who received this message don't often get email from william.doyle@fema.dhs.gov. [Learn why this is important](#)

Good afternoon All,

Thank you for meeting with me this afternoon. I wanted to follow up in writing to clarify the status of the Rinehart Road and culvert damage associated with the DR-4720-VT disaster incident, as there appears to have been some confusion or miscommunication regarding this project's current standing in FEMA's Grants Manager system.

Earlier today, the Town of Londonderry received a notice from the Vermont Department of Public Safety regarding a clawback of funds in the amount of \$41,385.41 for FEMA GM Project #737139 / PW #00392, which understandably raised concerns.

To clarify, the Town also has an active, yet-to-be-obligated project for the same damaged facility—Rinehart Road over Utley Brook. This project is currently pending Environmental and Historic Preservation (EHP) review, with the following simplified cost breakdown:

- Work Completed (temporary road and culvert repairs): \$41,385.39
- Work to Be Completed (permanent restoration): \$612,500.00
- Total Estimated Project Cost: \$653,885.39

Upon review, you'll see that in December 2024, Project #737139 was officially withdrawn and amended to reflect a total of \$0.00. This resulted in the clawback of the previously obligated funds. This action was necessary because the work identified in that project—temporary repairs—has since been incorporated into Project #798195 / PW #02406.

While it may seem redundant to de-obligate and then re-obligate funding for the same scope of work, this process ensures there is no duplication of benefits and maintains compliance with FEMA funding requirements. Please rest assured that the funds remain accounted for and continue to support the Town's recovery efforts.

Should you have any further questions or require additional clarification, please don't hesitate to reach out! Thank you for your time and attention.

Bill

William B. Doyle

Emergency Management Specialist

Public Assistance Branch | Recovery Division | FEMA Region 1

Mobile: (857) 329-3958

william.doyle@fema.dhs.gov

Federal Emergency Management Agency

[fema.gov](https://www.fema.gov)



FEMA

From: Aileen Tulloch <townadmin@londonderryvt.org>

Sent: Tuesday, April 29, 2025 1:18 PM

To: Doyle, William <william.doyle@fema.dhs.gov>

Cc: Shane O'Keefe <ASSISTADMIN@londonderryvt.org>; Jim Tonkovich <jim.tonkovich@vermont.gov>; Bill Kearns <recovery@londonderryvt.org>; Tom Cavanagh <T.CAVANAGH@londonderryvt.org>

Subject: Fw: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

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See below. We received this this morning.

Aileen Tulloch

Town Administrator

Town of Londonderry, Vermont

100 Old School Street

South Londonderry, VT 05155

802-824-3356, ext. 5

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

From: Prior, Sarah <Sarah.Prior@vermont.gov>

Sent: Tuesday, April 29, 2025 10:13 AM

To: Aileen Tulloch <townadmin@londonderryvt.org>

Cc: Canarecci, Kim <Kim.Canarecci@vermont.gov>; Seipel, Kristine <Kristine.Seipel@vermont.gov>; Johnson, Mark <Mark.Johnson@vermont.gov>

Subject: PA DR-4720: Londonderry #02140-84720-080 PW-392 Return of Funds

Good morning Shane,

We have been notified by FEMA of the withdrawn project PW-392 under Public Assistance disaster DR-4720.

This project was paid by VT DPS in full in the amount of \$37,246.87 to the town back in May 2024 and December 2024.

Since the total for this project has been de-obligated, VT DPS will need to recover the funding that has been paid out to the town on this project.

Below is a summary of what has been paid out:

	Total Cost		
Original PW-392	\$ 41,385.41	\$ 31,039.06	75% Federal share Report #3 Paid 5/29/24

PW-392(1)	\$ 41,385.41	\$ 6,207.81	Increase to 90% Federal share Report #12 Paid 12/7/24
		\$ 37,246.87	Federal Share to be Returned

I have prepared a financial report form to document the return of the Federal funds in the amount of \$37,246.87 (please see attached).

Please review the financial report form and have it sign if you are in agreement with the figures. The signed financial report form along with a check made payable to the Vermont Department of Public Safety in the amount of **\$37,246.87** should be mailed to DPS. The remittance address is 45 State Drive, Waterbury, VT 05671-1300.

Please let us know if you have any questions.

Sarah

Sarah Prior, Financial Administrator III
Vermont Department of Public Safety
45 State Drive
Waterbury, VT 05671
Phone: (802)585-4104

