Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, August 18, 2025 – 6:00 PM 100 Old School Street, South Londonderry, VT 05155

- 1. Call Regular Meeting to Order
- 2. Additions or Deletions to the Agenda

[1 V.S.A. 312(d)(3)(A)]

- 3. Minutes Approval Meeting(s) of 07/07/2025
- 4. Selectboard Pay Orders
- 5. Announcements/Correspondence
- 6. Visitors and Concerned Citizens
 - a. Meg Staloff (SeVEDS) Get On Board Program
- 7. Town Officials Business
 - a. Beautification Committee
 - i. Town Hall Beautification Request
 - b. Town Administrator
 - i. Vermont Local Government Institute Program—Letter of Support
- 8. Transfer Station/Solid Waste Management
 - a. Updates
- 9. Roads and Bridges
 - a. Updates
 - b. Approve George & Lamotte Access Permit
 - c. Review and Adopt Private Road Sign Policy
 - d. Review and Approve Edge Hill Rd Paving Proposal
- 10. Old Business
 - a. Review and Approve WRC Project Manager contract for Town Hall MERP improvements
 - b. Review and Adopt Dog Ordinance
 - c. Discuss Grease Trap issue for the Corner Store
- 11. New Business
 - a. Discuss Mowing Aiken's Corner
 - b. Approve Library Request to use Parking Lot on Sept 13.
 - c. Review and Approve Endorsement of Closing Magic View Motel as a Shelter

12. Adjourn

Posted and distributed on August 15, 2025

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

Live video of meetings available at:

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

Town of Londonderry, Vermont

Selectboard Meeting Agenda

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Town of Londonderry, Vermont Selectboard

Meeting Minutes Monday, August 4, 2025 6 PM 100 Old School Street, South Londonderry, VT 05155

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

Board members absent: Jim Fleming.

Town Officials: Aileen Tulloch, Town Administrator; Allison Marino, Town Clerk; Sally Hespe, Selectboard Note Taker; Josh Dryden, Road Crew Foreman; Patty Eisenhaur, Housing Commission; Jen Greenfield, Planning Commission; and Pamela Spaulding, Planning Commission.

Others in Attendance: Marisa and Chris Stevens; Chad Stoddard; Tuck Wilson; Anand Fedele, Assistant Planner, Windham Regional Commission (WRC), and Amanda Fouda, GNAT Videographer.

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)]

None.

3. Minutes Approval - Meeting(s) of 7/19/2025 and 7/21/2025

Martha Dale moved to approve the minutes of the Special Town Meeting of 7/19/2025 and the Selectboard meeting of 7/21/2025, seconded by James Ameden. The motion passed unanimously.

4. Selectboard Pay Orders

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

5. Announcements/Correspondence

The following announcements were made by Town Administrator Aileen Tulloch:

- Grant funding for a Community Development Block Grant (CDBG) opened and 2 preapplications were submitted for the Windy Rise and Barker Road culverts.
- Submitted a planning pre-application for the Cobble Ridge Bridge and the North Village Flood Proofing Scoping Survey.
- Matt Bachler is working on submitting a pre-application for funding for Phase 2 of Wastewater project.
- Tulloch is working on Phase 2 of Wastewater to CEDS for consideration for a regional priority project.
- Submitted MERP drawdown request for town office renovation; working with GPI to break out electrical prices.

The following correspondence was reported by Tulloch:

- Windham County Sheriff's office is holding several public meetings for their Regional Policing Initiative on August 6 and August 7.
- Windham Regional Commission (WRC) adopted their Regional Plan (http://plan.windhamregional.org).
- Several liquor license applications for Magic Mountain catering events.
- A Reimbursement request from Dufresne Group for North and South Village Wastewater expenses.
- Email from Trevor Dryden with concerns about the Winhall Hollow culvert project.
- The State Recovery Office is holding a Roundtable Session at South Londonderry Town Hall from 12 1:30 p.m. on August 12th. The Governor and top State officials will be at the meeting.

The following announcements were made by Tom Cavanagh:

- Cavanagh met with Spray Guard and Hunter Excavating about the Town Hall basement. Due to high moisture level, Hunter suggested doing the whole basement and include a French drain for an approximate cost of \$35,000. Tina Labeau will review what is available in the building reserve fund, and the project will be put out to bid.
- Kristen Gadbois, Vermont State Disaster Case Management Director, is helping with CDBG grants and found an engineering firm that would cover 30% of the cost to do a feasibility study for waterproofing businesses in the North Village. The cost would be \$6,540, paid by the Town and businesses. There will be a meeting with the engineer, Kristen, and the State the week of August 25th at the Town Office.

The Following announcement was made by Allison Marino:

• A new bulletin board and drop box will be installed in the next few weeks.

6. Visitors and Concerned Citizens

Pam Spaulding, Planning Commission, reported that the survey the commission was planning to conduct has been tabled for the time being.

7. Town Officials Business

- a. Town Administrator/Town Clerk
 - i. Review and Approve Fee Schedule for Public Records Requests

The Fee Schedule was approved at the last meeting, but staff had subsequent changes.

Martha Dale **moved to approve the Fee Schedule for Public Records**, seconded by James Ameden. The **motion passed** unanimously.

ii. Review Draft Updated Dog Ordinance

The Dog Ordinance had not been updated since 1975 (possibly amended in 2001). It was run by Attorney Bob Fisher, and his comments were incorporated into Ordinance. Changes surrounded sanctioned farms and kennels, which are exempt from noise complaints

Martha Dale asked if any type of dog bite can be investigated. The Ordinance allows individuals to file a complaint regarding a potentially vicious dog, even if they don't seek medical attention. Written complaints are filed with the Selectboard, which can investigate and decide consequences, except having a dog destroyed.

A public hearing is not required to pass the Ordinance. It will be put on next agenda for adoption, then noticed in paper, published in 5 places, and allow a 60 day wait for anyone to petition. Tulloch will ask the Town Attorney if the old Ordinance needs to be rescinded.

iii. Review and Approve Scanner Use Agreement

A few towns are interested in using the large format scanner. The new agreement was reviewed by the Town Attorney, who did not have any revisions.

James Ameden moved to approve the Scanner Use Agreement as presented, seconded by Taylor Prouty. The motion passed unanimously.

8. Transfer Station/Solid Waste Management

a. Updates

No updates at this time.

9. Roads and Bridges

a. Updates

Road Foreman Josh Dryden reported:

- Fuel tanks will be delivered shortly, and he is coordinating with State about placement and also removal of old tanks.
- Truck and excavator are still being repaired; still waiting on new truck.
- Winhall Station culvert is here and will check with Hunter about installation.
- Have not heard about paving start date.
- Needs to check on sand delivery.
- Never got bid for salt shed repair but will reach out to GPI (contractor for Town Office renovation).

Taylor Prouty reported that he met with Henry Carr on Boynton Road about tree removal and ditching. GMP will take down service line to abandoned buildings to make removal easier and less expensive. Depending on cost, the excavating will be out to bid.

b. Review and Approve Driveway Access Permit for GMP

Taylor Prouty moved to approve access permit application No. 2025-04, submitted by Green Mountain Power in order to conduct necessary work in the roadways, and authorize the Chair to sign the permit on behalf of the Board, contingent on receipt of fee, seconded by Martha Dale. The motion passed unanimously.

c. Discuss Rest Haven Turnaround.

Josh Dryden came up with a location 30 feet past Class 3 road end to build turnaround on Rest Haven Rd. Town Highway department will gravel 620 feet, with turnaround on Hodge property. Trees will be cut and removed for turnaround access and the roadsides will be mowed in summer. The Town will maintain the turnaround year-round.

Town Attorney Fisher is fine with adopting an informal easement and will draft for owner signatures. Adjacent property owners were present at the meeting and indicated approval to proceed.

d. Discuss Sidewalk on Route 100 and Route 11

Martha Dale emailed Tom Cavanagh and Aileen Tulloch requesting discussion about installing sidewalks and crosswalks in the North Village. It was pointed out that this is a state highway, so VTRANS will need to be involved. Some towns, such as Chester, have taken over the state highway that goes through their business district.

Aileen Tulloch shared her experience with getting sidewalks in Putney, which took 2 years. She will gather information on Chester, Brattleboro, and Putney, but pointed out it is usually planning boards that pursue these issues.

10. Old Business

a. Discuss Village Wastewater Funding Deadlines

Matt Bachler, Windam Regional Commission, submitted summary of project schedule and upcoming deadlines, which is in the Meeting Packet. Funding from ARPA funds have a hard finish date of 8/31/2026, which will be tight, but the Town can make a request to the Commissioner to re-allocate these grant funds.

Tulloch will write a letter to Commissioner of Environmental Conservation for re-allocation change. As we do not know if the change will be approved, the project will continue on its current schedule for now.

Martha Dale moved to direct the Town Administrator to write a letter to the Commissioner of the Department of Environmental Conservation requesting that state general funds and ARPA funds be reallocated between the North and south villages, to on Bouease schedule restraints and authorize the Town Administrator to sign the letter on behalf of the Town, seconded by Taylor Prouty. The motion passed unanimously.

11. New Business

a. MERP Project Management for Town Hall (Anand Fedele WRC)

Anand Fedele discussed WRC's Proposal for project management services for the Town Hall renovation project. There is \$120,000 of grant funding available to install a vapor barrier, windows, and ADA compliant features. Scope of Work will include budget development, procurement support and documentation, vendor selection, monitoring and site visits, and final inspection reporting.

Fedele reported that other towns contracted for these project management services that were awarded this grant, which allows for collective bidding and coordination between towns. This increases both efficiency and cost savings.

The Selectboard will have Town Attorney review contract and bring back to next meeting.

b. Discuss Selectboard Legislative Priorities

Tulloch suggested the Selectboard identify 5 State Legislative priorities, indicating the only way for a town to affect change is to petition the State. One successful example from last year was reduction in State's Local Option Tax take, which was a result of town petitions. Towns have also petitioned to gain freedom to control their own roads.

Martha Dale asked if there is a consultant that could help Town identify issues. Tulloch recommended a brainstorming session, and she will reach out to Vermont League of Cities and Towns and Chris Campany from WRC suggestions on someone to facilitate the session.

c. Discuss shades for John Morse Room

Allison Marino reported that estimates were received from Friends of the Sun for installation of shades in the John Morse Room. The estimates were for: 1) roller shades; 2) roller shades with cassette coverings; and 3) venetian blinds with wood slats. Cost would range from \$3,000 to \$5,000.

All agreed that the enhanced efficiency and energy savings would pay for the project over time.

Martha Dale moved to allow staff to choose best blind option not to exceed \$4,500, seconded by James Ameden. The motion passed unanimously.

13. Adjourn

James Ameden moved to adjourn the meeting, seconded by Martha Dale. The motion passed unanimously.

The meeting adjourned at 7:16 PM.

Respectfully Submitted,

Sally Hespe, Town Minute Taker	Approved
	LONDONDERRY SELECTBOARD
	Thomas Cavanagh, Chair

SoVT Get on Board

→ September-November 2025

Local Training for Local Leaders

Gain practical skills to become an effective and active participant in the civic life of your Southern Vermont community.



Course Schedule

Scholarships are available!

Apply at the website below

In-Person Classes: Four Saturdays, Sept-Nov

- Sat, 9/20, 10am-3pm (Newfane, Williamsville Hall)
- Sat, 10/4, 10am-3pm (Manchester, Town Offices)
- Sat, 10/25, 10am-3pm (Wilmington, Old School)
- Sat, 11/8, 10am-1pm (Saxton's River, Main St. Arts)

\blacklozenge

Course Topics

- Unit 1: Working Together as a Community
- Unit 2: Local Government in Vermont
- Unit 3: Non Profit Boards/Fostering Inclusivity
- Unit 4: Putting What You Learned Into Action



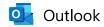
Apply now!

sovermontzone.com/get-on-board









Beautification Committee request

From Bonny Johnson
 <bonnyjean48@gmail.com>

Date Wed 8/6/2025 8:51 AM

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

Cc Aileen Tulloch <townadmin@londonderryvt.org>

2 attachments (4 MB)

IMG_2792.heic; Screenshot 2025-08-06 at 8.37.22 AM.png;

The Beautification Committee met on August 5th and discussed plans for the coming year, including beautifying the Town Office lawn area. With the understanding that there will be no perennial garden as in prior years, we propose the following for your consideration:

- Two 3 ft potted boxwood shrubs to be placed at either side of the front entrance (see photo attached)
- Two 5-ft long benches (see photo attached) for the area near the two birch trees (can be affixed for security and converted to table top if desired)

These purchases easily fit into our 2025-2026 budget, and we hope you approve. Let us know if you need more information.

Thanks,

Bonny Johnson Chair, Beautification Committee Fall registration is open!

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VERMONT LOCAL GOVERNMENT INSTITUTE

Hone Your Skills With UVM

A program for community leaders seeking to build a strong foundation of knowledge and skills necessary for operational and organizational excellence in the municipal setting.

Operational excellence requires a strong understanding of business fundamentals. In partnership with the Vermont League of Cities and Towns (VLCT) and the Vermont Town and City Management Association (VTCMA) this program was developed to help municipal administrators, managers, assistant managers, and department supervisors gain the essentials skills to lead their teams and support their communities.

Register Now →

Overview

University of Vermont PACE is committed to the continuous improvement of quality at all levels and offers ongoing training and development to improve and grow workforce development across the state. Operational excellence requires a strong understanding of business fundamentals. In partnership with the Vermont League of Cities and Towns (VLCT) and the Vermont Town and City Management Association (VTCMA), we developed a program for community leaders seeking to build a strong foundation of knowledge and skills necessary for operational and organizational excellence in the municipal setting.

This program helps new and mid-career managers, assistant managers, municipal administrators, and department supervisors, to gain the essentials skills to lead their teams and support their communities. This hybrid program goes back to the basics – grounding you in the key skills and practices that are the foundation to becoming an effective local government manager and leader. Taught by experienced managers and local government experts, this eight-course certificate program will impart real-life experience, best practices, and sound advice in the areas most important to a municipal government.

To build capacity statewide, each cohort aims to have participants from a wide geographic distribution. Application requirements will include a commitment to participate in all training (in-person, hybrid) and a letter of support from their local legislative body (Selectboard, City Council, Village Trustees).

"Leading a municipal government requires understanding municipal law, having great people management skills, and having a network of other municipal leaders to call on when you have questions. The Vermont Local Government Institute will provide new managers and administrators, and those aspiring to become a manager or administrator, with the foundational knowledge and relationships to be successful."

Ted Brady, executive director of the Vermont League of Cities and Towns (VLCT)

Audience

Early and mid-career managers, assistant managers, municipal administrators, and department supervisors. We will provide a scholarship to participants who need support for in-person sessions. Commitment about 44 hours.

For more information on the program please email maureen.hebert@uvm.edu

Courses

Each course will be taught by subject matter experts, including University faculty, staff and seasoned municipal staff. Whenever possible, each session will feature a lecture or panel from active or

Overview Audience Courses Cost

Become an Effective Leader – in person

HR and Grant Management – asynchronous classes

Intro to Local Government and Effective Local Government Management – virtual and at VTCMA

Managing Local Government: a Day in the Life of a Municipal Manager – virtual

Inclusive Excellence – in person

Successful Meeting Management – virtual

Fundamentals of Government Accounting - virtual

Register Now

Cost

No cost to qualified applicants through the generosity of a grant through the UVM Leahy Institute for Rural Partnerships. Travel assistance is available if needed. Contact Maureen Hebert at Maureen.hebert@uvm.edu for more information.



Leahy Institute for Rural Partnerships

This collaboration is funded by the Leahy Institute for Rural Partnerships at the University of Vermont. The Leahy Institute was founded in 2023 to provide engagement opportunities and partnerships with the University of Vermont for the benefit of our rural communities. To learn more about the Leahy Institute for Rural Partnerships, please visit our website.



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(802) 656-2085 learn@uvm.edu

Town	of	Londonderry,	Vermont
Office	αf	the Selecthon	rd

Application No. Date Received	81812025

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: ERIC GEORGE, TIMBERWRIGHT DESIGN/ENILD (CONTRACTO
Address: 704 PLEASANT VALLEY RI)
Town/State/Zip: SPANGFIELD, VT 05156
Phone: 802-829-0594 Email: ERICGEORGE. TINDERWRIGHT CHILAIR
Property Owner(s): [] Check here if same as applicant
Name: FELD + MONICA CAMOTTE
Address:55% POND ST.
Town/State/Zip: CONDONDERRY, VT 05148
Phone: 845-594-6230 Email: FM LAMOTTE @ YAHOO. Com
Dranasty information
Property Information
Property Location/Address: 55 PGND ST, CONDONDERRY, VT 05/48
Date Purchased by Owner: Deed Recorded in Book Page
Property Size (acres): Road Frontage (feet): Town Highway #
Existing Use of Property: RESIDENTIAL
Proposed Use of Property: KES
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, feet
distant from the intersection of this road with
Is there already a road access to this property? [Yes [] No
Is there already a road access to this property? [V] Yes [] No Describe proposed new or changed access in detail:

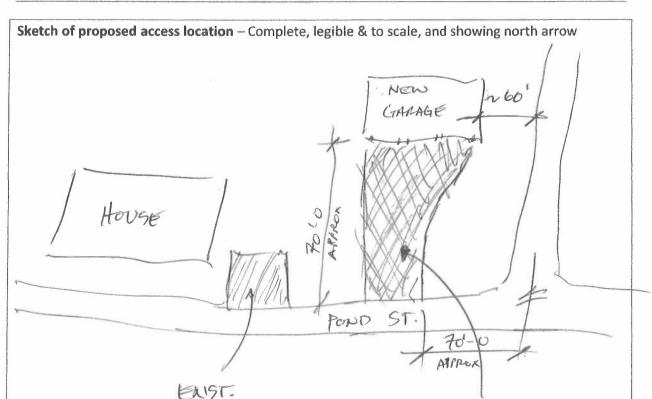
Page 1 of 4

Form Date: 12/20/2021

Application No.	4-4
Date Received	

Parcel ID No.

Town Highway Access Permit Application Form



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.

Page 2 of 4 Form Date: 12/20/2021

Office of the Selectboard	Application No. Date Received
Town Highway Access Permit Application Form	Parcel ID No.
Certification	
By signing below both the owner and applicant hereby affi application, and all supporting forms, plans and document agree that, if any such information is found by the Town to other approval granted on the basis of such information sh	s are true, accurate and complete, and be false or misleading, any permit or
The property owner and their successors agree to maintain compliant with issuance and adhere to the directions, rest any permit issued in response to this application.	n any approved Town Highway access rictions, and conditions forming part of
Permission is hereby granted by the property owner for To property at mutually acceptable times to yerify informatio	own representatives to inspect the n provided in this application.
Applicant Signature:	Date: 8/4/25
Property Owner Signature: Full W. La [] Check here if owner is submitting a Letter of A	
For Road Foreman/Road Commissioner Use Only	
culvert Required: [] Yes [XLNo Culvert Diameter: _	NA Culvert Length: NA
	ALIA
ulvert distance from center of Town road:	Amount of culvert cover: NA
lush culvert headers required: [] Yes X No	
lush culvert headers required: [] Yes X No	N S E W side pf drive: NA
lush culvert headers required: [] Yes [X] No itch work for proper drainage [] Yes [X] No Itching distance: N S E W side of drive: NA Everse pitch from road (½"/foot min.) [] Yes [] No Date for line of sight [] Yes [] No	N S E W side pf drive: NA
lush culvert headers required: [] Yes [X] No itch work for proper drainage [] Yes [X] No Itching distance: N S E W side of drive: NA Everse pitch from road (½"/foot min.) [] Yes [] No Date for line of sight [] Yes [] No	N S E W side pf drive: NA
lush culvert headers required: [] Yes [X] No itch work for proper drainage [] Yes [X] No Itching distance: N S E W side of drive: NA ceess approach width: NA everse pitch from road (½"/foot mln.) [] Yes [] No D	N S E W side pf drive: NA

Form Date: 12/20/2021

Town of Londonderry, Vermont Application No. Office of the Selectboard Date Received Town Highway Access Permit Application Form Parcel ID No. _____ For Selectboard Office Use Only ACTION TAKEN: [] Approved with Conditions [] Denied Comments: Signature: ____ 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: [] Road Foreman [] Road Commissioner	Date:

Page 4 of 4 Form Date: 12/20/2021

Town of Londonderry Private Road Sign Policy

Adopted August 18, 2025

Purpose:

The purpose of this policy is to define the parameters within which private road signs are purchased and replaced within the Town of Londonderry.

General:

This policy provides for the replacement of private road signs at a shared expense between the Town of Londonderry and private landowners.

Conditions:

The Town of Londonderry shall purchase and install at its expense the first road name sign on each private road within the Town of Londonderry upon creation of said private road.

The procedures for replacing lost, damaged, or stolen private road signs shall be as follows:

- 1. Private road homeowners/landowners notify the Town of Londonderry of the missing sign and (may) request a replacement sign.
- 2. Town of Londonderry will obtain a cost estimate for the replacement sign and provide such to the homeowners/landowners.
- 3. Private road homeowners/landowners will be responsible for paying the costs associated with the replacement of the sign, including labor and materials; an invoice will be generated by the Town of Londonderry and sent to the homeowner/landowner that requests the replacement sign.
- 4. Labor will be billed at a flat rate of \$100 per sign installation. Materials will be billed at cost, based on the supplier's invoice to the Town.
- 5. The private road sign will be replaced as soon as possible after payment is received from the requesting party(ies) and at a time of year feasible for sign installation.

Vermont Statute, Title 19: Highways, Chapter 27: PRIVATE ROADS

§ 2701. Intent

The intent of this chapter is to state the responsibilities for the maintenance of a private road, in the absence of an express agreement or requirement governing such maintenance responsibilities, in accordance with the Vermont Supreme Court decision of Hubbard v. Bolieau, 144 Vt. 373 (1984), which draws upon established principles of Vermont law. This chapter will only apply to resolve conflicts regarding maintenance of private roads in the absence of an express agreement or requirement. The provisions of this chapter are not intended to abridge, enlarge, or modify any right provided under Hubbard and the common law of Vermont. (Added 2011, No. 123 (Adj. Sess.), § 1.)

§ 2702. Private road maintenance

In the absence of an express agreement or requirement governing maintenance of a private road, when more than one person enjoys a common benefit from a private road, each person shall contribute rateably to the cost of maintaining the private road, and shall have the right to bring a civil action to enforce the requirement of this section. (Added 2011, No. 123 (Adj. Sess.), § 1.)

Londonderry Select Board on Au	gust 18, 2025.	at a property warned meeting of the
Tom Cavanagh, Chair	James Ameden Jr. Vice-Chair	Taylor Prouty, Member
Marth Dale, Member	Jim Fleming, Member	



QUOTATION

QUOTE NO. OP 909-1251

DATE: 08/11/2025

TO: Josh Dryden Town of Londonderry

Edge Hill Rd , Londonderry, VT roadforeman@londonderryvt.org

Phone: 802-379-5030

COMMENTS OR SPECIAL INSTRUCTIONS:

PROJECT ESTIMATED BY: TERMS PROJECT LOCATION

Johnny White- Paving Estimator 802-558-3416

 10% Down, Balance upon completion

Edge Hill Rd Londonderry, VT

DESCRIPTION	QTY	UOM	TOTAL
Machine Pave 2025 paving season			
Pave 120 ft of steep hill on Edge Hill Rd 1 coat 2 ½ in thick coat	30+/-	Ton	\$5885.00
{ old asphalt removal and prep done by town}			
			-
	Machine Pave 2025 paving season Pave 120 ft of steep hill on Edge Hill Rd 1 coat 2 ½ in thick coat	Machine Pave 2025 paving season Pave 120 ft of steep hill on Edge Hill Rd 1 coat 2 ½ in thick coat 30+/-	Machine Pave 2025 paving season Pave 120 ft of steep hill on Edge Hill Rd 1 coat 2 ½ in thick coat 30+/- Ton

- O'Brien Paving reserves the right to withdraw this quote if not accepted within 10 business days.
- Upon acceptance, quote values valid for the paving season in which quoted.
- Not responsible for liquidated damages.
- Shouldering/ transitions to asphalt excluded as these are best handled your lawn care provider.

ACCEPTANCE:		
Name:(print)	Signature:	Date:

THANK YOU FOR YOUR BUSINESS!

CONTRACT AGREEMENT WITH CONSULTANT FOR MUNICIPAL PROJECT MANAGEMENT SERVICES

Municipality of Londonderry

Agreement for Municipal Project Management Services with

Windham Regional Commission

THIS AGREEMENT is made this day of, 2025, by and between the municipality of Londonderry, VT, hereinafter referred to as the MUNICIPALITY and Windham Regional Commission, a Vermont corporation, with its principal place of business at 139 Main Street, Suite 505, Brattleboro, VT 05301, hereinafter referred to as the CONSULTANT.
WHEREAS, on December 16 th , 2024, the MUNICIPALITY was selected by the Vermont Department of Buildings and General Services to receive a grant under the Municipal Energy Resilience Program (hereinafter , MERP) Capacity Building Implementation Grant, designated as 01155_A172_5155_T_LONDONDER_I (hereinafter , Grant Or Grant Agreement), for the purpose of improving the thermal efficiency and resilience of public facilities; and
WHEREAS, pursuant to the Grant, the MUNICIPALITY is undertaking certain activities more fully described in the Grant, which is attached hereto and made a part of this Contract; and
The MUNICIPALITY wishes to employ the CONSULTANT for the purpose of coordinating all project activities and monitoring all aspects of project development on behalf of the municipality.
WHEREAS the CONSULTANT is ready, willing, and able to perform the required services.
NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:
1. SCOPE OF WORK
The CONSULTANT shall provide the necessary services to ensure the successful completion of the project known as Londonderry Community Capacity Building Project (hereafter the Project) as described in the grant agreement between the Vermont Department of Buildings and General Services and the MUNICPALITY.
Should it become necessary for the CONSULTANT to procure sub-consultant services, this selection will be subject to <u>written approval from the Town of Londonderry</u> .
2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before:

December 31, 2026

3. THE AGREEMENT FEE

A. <u>General.</u> The MUNICIPALITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the up to the sum of \$21,800 (actual cost, firm fixed price, labor hour, etc.) to the CONSULTANT in accordance with the proposed (rates, etc.) as stated in the proposal attached.

- B. <u>Maximum Limiting Amount.</u> The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$21,800.
- C. <u>Cost Overruns</u>. Cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.

4. PAYMENT PROCEDURES

Invoices shall be submitted monthly to Tina Labeau, *Londonderry Town Treasurer* at treasurer@londonderryvt.org. Payment shall be made within 30 days of being submitted to the Town Selectboard.

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

5. MISCELLANEOUS PROVISIONS

<u>A. Amendments.</u> The Contract may be amended provided such amendment is agreed to in writing by all signatories hereto.

6. INDEMNIFICATION

Consultant shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Consultant, its agents, employees, or sub-Consultants, in the execution of the work or in guarding the same. The Consultant shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Consultant or of any agent or subConsultant of the Consultant. The Municipality shall notify the Consultant in the event of any such claim or suit, and the Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

- 7. TERMINATION. Municipality may terminate this Agreement, with or without cause, upon 30 days written notice.
- 8. DEFAULT. The occurrence of any of the following shall constitute default by Consultant and, if not corrected within 10 days of Municipality providing Consultant written notice of the default, shall allow Municipality to terminate this contract: 1. failure to adequately

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perform or deliver the required services; 2. making a material misrepresentation to Municipality; 3. persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or 4. failure to perform any other material provision of this Contract. Upon default of this contract by Consultant, Municipality may withhold any payment due Consultant for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Consultant agree to attemp to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects. ARTICLE 13: REMEDIES. Default or breach of this contract by Consultant shall entitle Formatted: Numbered + Level: 1 + Numbering Style: 1, Municipality to seek remedies under law and as provided by this Contract. In the event this 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.33" Contract is terminated by reason of default by Consultant, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Consultant. Except when caused by uncontrollable circumstances, if Consultant fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Consultant is complete. Municipality may deduct as damages from any money due or coming due to Consultant the differences between Consultant's price and the higher price or the costs of temporary items. Municipality may require Consultant, at Consultant's sole expense, to re-perform any items of work provided for in this Contract tha do not meet the established specifications, standards, or Municipality directives. Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract. 10. **SEVERABILITY.** The provisions of this contract are severable and if a court of Formatted: Centered competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect. Formatted: Indent: Left: 0.33"

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Enclosures:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as

of the day and year first written above.

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ORDINANCE REGULATING DOGS AND WOLF-HYBRIDS

Town of Londonderry

SECTION 1. AUTHORITY. This ordinance is adopted by the Town of Londonderry under authority of 20V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59. Upon adoption, this Ordinance will supersede the Town of Londonderry's Dog Ordinance as amended on September 29,1995.

SECTION 2. PURPOSE. The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment, and destruction, to protect the public health and safety of the Town and preserve the quiet enjoyment of its residents' homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and phrases shall apply:

A. "Dog" means any member of the canine species. For purposes of this ordinance, this term shall also include "wolf-hybrids" and "working farm dogs" except as otherwise stated.

- B. "Domestic animal" means those animals defined by 6 V.S.A. § 1151(2).
- **C.** " (3) "Domestic pet" or "pet" means any domestic dogs, domestic cats, and ferrets. The term shall also include such other domestic animals as the Secretary shall establish by rule, provided that the Secretary finds that the animal has the potential to become an imminent danger to public health or welfare if not subjected to the provisions of this chapter.
- D. "Enforcement Officer" means any Town Constable, Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.
- E. "Impoundment" means being held by the Town at a place designated by the Selectboard. Such a place may or may not be operated by the Town and may or may not be within Town limits.
- F. "Owner" means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- G. "Potentially vicious dog" means a dog that, while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself,

its offspring and other domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.]

- H. "Premises" means the home and real property of the dog owner.
- I. "Running at large" means that a dog is not:
 - a. on a leash; or
 - b. in a vehicle; or
 - c. on the owner's premises.
 - d. on the premises of another person with that person's permission; or
 - e. clearly under the verbal or non-verbal control of its owner.
- J. "Wolf hybrid" means an animal that:
 - a. is the progeny of a dog and a wolf (Canis lupus or Canis rufus); or
 - b. is advertised or otherwise described or represented to be a wolf hybrid; or
 - c. exhibits primary physical and/or behavioral wolf characteristics.
- K. "Working farm dog" means a dog that:
 - a. is bred or trained to herd or protect livestock or poultry or to protect crops; and
 - b. is used for those purposes; and
 - c. is registered as a working farm dog pursuant to State law.

SECTION 4. NUISANCES.

A. Prohibitions. An owner of a dog shall not allow, permit, or suffer such dog to create a nuisance. The following activities shall be deemed nuisances:

Nuisance One: Lack of current license and/or rabies tag

A dog without a collar or harness with a current license and/or valid rabies tag securely attached.

Nuisance Two: Running at large

A dog running at large in the Town. "Run at large" shall mean to move about without restraint, control or limitation as to property lines or areas. A domestic pet or domestic

animal on a public road is considered restrained if it is on a leash and is not causing a danger or nuisance.

Nuisance Three: Failure to remove waste

A dog that defecates in any public area or on the private premises of another person and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

Nuisance Four: Unconfined dog in heat

A female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.

Nuisance Five: Disturbing the Peace

A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period between the hours of 10:00 pm - 7:00 am. This regulation shall not apply to dogs in a kennel or boarding facility which has received a zoning permit under the Town's Zoning Regulations. The zoning permit will govern the use of the kennel or boarding facility. This regulation shall not apply to a working farm dog. Note that the working farm dog also needs to be working on a farm that meets the qualifications for a farm. See the Required Agricultural Practices that are set forth by the department of Agriculture as to the minimum requirements for a farm operation.

Nuisance Six: Potentially vicious dog

A dog that while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

- **B. Exemptions for Working Dogs.** The provisions of the sections pertaining to running at large and disturbing the peace shall not apply to working farm dogs if the working farm dog is:
 - 1. barking to herd or protect livestock or poultry or to protect crops; or
 - 2. running at large to herd or protect livestock or poultry or to protect crops.

SECTION 5. COLLAR AND LICENSE.

Each dog shall be licensed according to the laws of this State and shall wear a collar or harness with the current license attached. A dog that is visiting from out of state must wear a collar or harness with a current license from its home state attached. A dog found without a collar or harness and license shall be in violation of this Ordinance and may be immediately impounded.

SECTION 6. ENFORCEMENT.

A violation of this Ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the Windham County Superior Court, at the election of the Selectboard and/or Enforcement Officer. Violations concerning potentially vicious dogs under Section 4A(Nuisance 6) and violations concerning a vicious dog and dog bite cases shall be enforced pursuant to Section 9 and Section 10 of this ordinance in addition to any civil fines imposed.

Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

SECTION 7. PENALTIES AND COSTS.

A. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance to any person who violates any provision of the ordinance shall be subject to a civil penalty of not less than a warning to not more than Five Hundred Dollars (\$500.00) together with the costs of prosecution and, in the event of a continuing violation, each day shall constitute a separate offense.

- B. The Enforcement Officer is authorized to recover a waiver fee in lieu of a civil penalty, in the stated amount, for any person who declines to contest a municipal complaint and pays the waiver fee.
- C. Determining the sequences of offenses for violations of this Ordinance shall be as follows: a subsequent violation that is identical to, and that occurs within 12 months of, a previous violation shall be considered a higher offense (i.e., second, third, or subsequent offense). Any subsequent identical violation that occurs after 18 months of a previous identical violation shall be considered a new first offense.
- D. Reckless Dog Owner. Any owner who has violated this Ordinance 3 times, whether the offenses are identical or not, within a 12 month period shall provide proof to the

Enforcement Officer of successful completion of a behavior modification program, preapproved by the Selectboard, and designed to improve the owner's understanding of dog ownership responsibilities, within 4 months from the date of notification. The Enforcement Officer shall issue a notification of this requirement, in writing by regular mail, postage prepaid, to the owner's last known address. Failure to provide such certification within the time allotted shall subject the offending dog(s) to immediate seizure and impoundment.

E. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner.

F. A warning shall not be counted towards the calculation of the number of offenses under this Ordinance.

SECTION 8. IMPOUNDMENT.

- **A. Grounds for Impoundment.** Any dog may be immediately impounded if the dog:
 - 1. has been determined by an Enforcement Officer to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
 - 2. has reportedly bitten a person off or on premises the ordinance will apply to all dog bites, regardless of location and premises of its owner.
 - 3. is in violation of State licensing law;
 - 4. has an unknown rabies vaccination history or is suspected of having been exposed to rabies;
 - 5. is running at large;
 - 6. is an unconfined dog in heat; or
 - 7. is found without a collar or harness and license.
- **B. Notice of Impoundment.** The officer who impounds a dog shall, within twenty-four (24) hours, give notice to the owner thereof either personally, by telephone call, or by regular mail postage prepaid at the owner's last known address. Such notice shall inform the owner of the nature of the violations, the dog's location, and the necessary steps to have it returned to the owner. If the owner of the dog is unknown, the officer who impounds a dog shall, within twenty-four (24) hours of impoundment, post a public notice. Notification shall be posted in the town clerk's office and other usual places for public notice for a ten (10) calendar day period. The public notice shall include a description of the dog, including any significant marks of identification, and when and where it was impounded or found by the person placing the dog in the town's custody. The public notice must also declare that,

unless the owner 1) claims the dog, 2) pays all expenses incurred by the town for treatment, boarding and care of the dog, and any applicable penalties, and 3) takes all necessary remedial action within ten (10) calendar days following posting, the town may place the dog in an adoptive home or transfer it to a humane society or rescue organization. If the dog cannot be placed in an adoptive home or transferred to a humane society or rescue organization, it may be destroyed in a humane way.

C. Release from Impoundment. Impounded dogs shall be released to the owner only after payment of all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and after all necessary remedial action, as determined by the enforcement officer in consideration of the violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license; verification of certification of current vaccination against rabies completion of a program designed to improve the owner's understanding and execution of dog ownership responsibilities. If the owner of a dog impounded under the provisions of this ordinance refuses to take the remedial action necessary to secure the dog's release within ten (10) calendar days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the town of forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a humane society or rescue organization; or, if the town is unable to transfer the dog, it may be humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its impoundment, and any expenses associated with its transfer or humane disposal.

D. Rabies Suspect. The procedures provided in this section shall only apply if the dog is not a rabies suspect. If an official designated by the Selectboard to enforce the provisions of this ordinance determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules.

SECTION 9. INVESTIGATION OF VICIOUS DOGS.

A. Complaint. When a dog has bitten a person while the dog is off or on the premises of its owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard of the municipality. The complaint shall contain the time, date, and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation.

- **B.** Investigation and Hearing. The Selectboard, within seven (7) calendar days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the dog which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of hearing and a copy of the complaint.
- **C. Protective Order.** If, after a hearing on the matter, the dog is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the dog is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested, to the owner. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 V.S.A. § 3550.
- **D. Rabies suspect**. The procedures provided in this section shall only apply if the dog is not a rabies suspect. If a member of the Selectboard or an Enforcement Officer determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules. If the dos; payment of all applicable fines or waiver fees; and proof of satisfactory successful is deemed healthy, the terms and conditions set forth in the Selectboard's order shall be enforced.

5SECTION 10. POTENTIALLY VICIOUS DOGS.

A person claiming a dog is a "potentially vicious dog" may file a written complaint with the Selectboard. The complaint shall contain the time, date, and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked, the name and address of any victim or victims, and any other facts that may assist the Selectboard in conducting its hearing. Upon receipt of a "potentially vicious dog" complaint, the Selectboard shall proceed as in the case of a "vicious dog" complaint using Section 9 B.-D. above, with the exception that if the Selectboard determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any protective measures be taken absent the dog being humanely destroyed.]

SECTION 11. OTHER LAWS.

This ordinance is in addition to all other ordinances of the Town of Londonderry and all applicable laws of the State of Vermont. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 12. SEVERABILITY.

If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

SECTION 13. EFFECTIVE DATE.

This ordinance shall become effective 60 days after its adoption by the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted by the Town of Londonderry Selectboard at its meeting held on the 18th day of August 2025.

Town of Londonderry, Selec	ctboard	
Thomas Cavanagh, Chair	James Ameden, Jr, Vice-Chair	
Taylor Prouty, Member	Martha Dale, Member	
James Fleming, Member		

To the Village Waste Water Committee:

This letter is in regards to the Village Wastewater System projected to be installed next year. I have been immensely stressed about the issue of the grease trap that has come to light due to the states heavy requirements being mandated for our small business. As one of the few businesses in our Village of South Londonderry, and one who pays heavy local, state, and business taxes (on time), supports all permitting for projects on my property, abides by all STR regulations, rents a unit full time to locals, supports local organizations, carries local artisan products, employs locals, and feeds the local community (almost daily), I feel that my situation would be a great utilization of any funds that could pay for the extra expense needed to complete the states requirements of a 1000 gallon grease trap and installation.

Talking with Chrissy Haskins, and being at the Committee meetings, I feel it would be advantageous for the Economic Development Reserve fund to help with the costs for our situation. Mrs. Haskins informed me that the design and the permit has already been included in the project costs. She also has a local engineer she is working with that can furnish and install the grease trap with the allocated funds needed to support our store's needs.

I want my property to continue to serve South Londonderry, as it has done for decades past, and well into the future. Whether I continue to be the proud owner of The Corner Market or for the future generations to enjoy, being part of this waste water system would be extremely important to the vitality of this historic building and the community it serves.

July 23, 2025

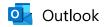
Thank you for all the time and effort put into this project to better our community.

Sincerlev

Jason O'Connor

The Corner Market

802-855-1560



Village Wastewater Motion

From Gary Hedman <gary.hedman@gmail.com>

Date Fri 8/1/2025 10:29 AM

To Aileen Tulloch <townadmin@londonderryvt.org>; Christina Haskins <chaskins@dufresnegroup.com>; Matthew Bachler <mbachler@windhamregional.org>; Corey Mack <mack.corey@gmail.com>; Sharon Crossman <scrossman295@gmail.com>; Larry Gubb <legbild@gmail.com>; Martha Dale <mdale242@gmail.com>; Thomas Metcalfe <tommetcalfe@msn.com>

1 attachment (89 KB) 20250725141327.pdf;

Morning Aileen-

Right as you were leaving the meeting this morning, we discussed Jason O Connor's letter regarding costs associated with grease separators for commercial properties. The Committee made the following motion:

The Village Wastewater Committee recommends that the Select Board work with the Town Administrator to identify potential funding resources to support installation of grease separators for commercial properties in the North and South Villages.

This motion/recommendation is intended to communicate recent discussion at Committee meetings, prompted by Jason, as the Committee does not have any decision making authority with regards to utilization of Town funds. I've attached Jason's July 23 letter, which further elaborates the need and costs associated with these improvements, which are necessary to connect to the Village Wastewater systems. Martha agreed to further articulate the discussion when the recommendation is provided to the Select Board.

Thank you-Gary

Request to SelectBoard re Magic View

From Thomas Simmons <thom@ncvermont.org>

Date Fri 8/15/2025 9:29 AM

To Aileen Tulloch <townadmin@londonderryvt.org>

1 attachment (16 KB)

Magic View Memo.docx;

Please distribute this email and the attachment for the 8/18 meeting. Thank you!

Dear Londonderry Selectboard,

I am writing to ask you, as a Board or as individuals, to endorse the attached letter related to Magic View Motel.

As you are well aware, this facility has been utilized by the state as an overflow homeless shelter. With no kitchen or laundry facilities, no public fixed transit route, and a lack of nearby essential services, this has placed a huge burden on our organization. We have worked with 52 households placed in the motel, including amputees, those with dementia and other cognitive and emotional challenges, and seniors with serious medical complications. Our services have included more than 32 hours each week of direct social work and providing the residents more than 312 rides and over 1000 meals since January alone. The state provides no services to these people and has denied requests from our organization to assist with funding.

The Executive Directors of the three regional agencies most dedicated to providing housing navigation services in our area – Southeastern Vermont Community Action (SEVCA), Springfield Supported Housing Program, and Neighborhood Connections – have joined to formally request that the state cease using Magic View Motel as a homeless shelter if they are unwilling to provide the supports and funding needed. It is unfair to us, to the residents placed there, and to the community.

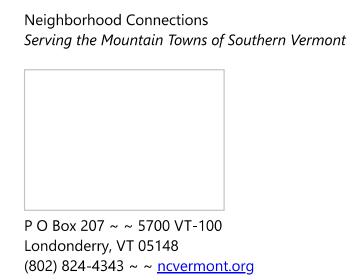
Please see the attached letter that we have drafted, which will be delivered to the state officials responsible for designating appropriate facilities for use as homeless shelters. I would ask that you review this and consider adding your support to our efforts. We intend to deliver this by the end of August (in advance of the winter emergency program season), so time is critical.

Feel free to reach out to me with any questions.

Sincerely,

Thom

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Memo: Magic View Motel Service Gap

The Magic View Motel, located on Route 11 approximately 1.5 miles outside Londonderry, has primarily served as an overflow site for the Emergency Motel Program. It can house up to 20 households at a time and has often been used for individuals from other communities when motels closer to their home regions are full. Many participants report being given a choice between accepting a placement at the Magic View or receiving no placement at all.

Transportation to and from the Magic View is a significant barrier. Once placed there, participants have extremely limited access to food, mail, essential services, and the town center. Neighborhood Connections (NC) has stepped in to fill critical service gaps, providing food, transportation, and case management to those residing at the Magic View. Their support has included:

- Meals on Wheels delivery
- Coordinated Entry assessments and applications
- Assistance with benefits eligibility paperwork and documentation (IDs, vital records, etc.)
- Transportation for medical appointments, benefits access, court dates, and more
- Housing navigation and support services

In the winter of 2025, NC was able to access VERAP funds to reimburse the costs associated with these services. When VERAP ended, they applied for Housing Opportunity Program (HOP) funding but were not awarded—along with many other applicants—due to a \$8 million funding gap (\$41 million requested; \$33 million awarded).

At a recent meeting to identify possible solutions, representatives from Springfield Supportive Housing and SEVCA expressed their own capacity limitations and challenges in maintaining any meaningful presence at the Magic View.

As of this writing, five households are currently placed at the motel. However, the number is expected to increase heading into the fall and winter. Given the motel's isolation and the limited community connections available to program participants, service support is essential for residents to meet their basic needs.

Despite our strong advocacy for long-term, community-based housing solutions in Vermont, it has become clear that relying on NC to continue filling this service gap is not sustainable. Doing so risks compromising their ability to carry out their core mission.

We urge the State of Vermont to:

- Discontinue the use of the Magic View Motel for placements, or
- If placements continue, **allocate service dollars** to ensure providers have the resources to meet participants' essential needs.

One way or another, the current setup is untenable. We must acknowledge and address the State's responsibility to both program participants and the communities in which they are placed.

Lee Trapeni, Executive Director Springfield Supported Housing Program

Thom Simmons, Executive Director Neighborhood Connections, Inc

Josh Davis, Executive Director Southeastern Vermont Community Action

Tom Cavanagh, Selectboard Chair Town of Londonderry





July 15, 2025

Dear Southern Vermont Select Board,

You are invited to attend a Town Building Symposium taking place at the Wardsboro Town Hall on Thursday, May 28th from 8:30 a.m.-12 noon. This event is part of the Southern Vermont Economy Project (SVEP')s Municipal Leaders Network. These events are open to all current municipal leaders in Southern Vermont (both elected and appointed), as well as Town staff.

While the event is free of charge, we ask that you register at the link on our website (https://brattleborodevelopment.com/event/municipal-leaders-network-bdcc/)

The Municipal Leaders Network is an ongoing series, coordinated by SVEP, that is designed to set Southern Vermont's town leaders up for success in supporting community and economic development in their towns. Topics for the sessions are based on a survey sent by SVEP this spring which helped prioritize issues that are top of mind for our local leaders.

The event on August 28th will address Town-owned buildings, which can make up a significant part of annual Town budgets. We'll consider: How can you as a town leader make best use of public dollars as you plan for current and long term maintenance? What is your role in maximizing the community benefit of these buildings which are supported by your tax base? How do you move projects forward in the current funding climate?

Attendees are encouraged to bring specific questions on these topics to the workshop to discuss with state and regional technical experts and with your peers.*

We are also including information about our upcoming 'SoVT Get on Board' Local Leadership training series, taking place this fall (with sessions on 9/20, 10/4, 10/25, and 11/8). Towns are encouraged to post this information in their town newsletters, on bulletin boards, and (most effectively!) for individuals serving on town boards to invite and spread the word directly to folks in their network who might be interested in joining a town board or committee, or volunteering for a community led project.

In addition to spreading the word, there is an option for towns to sponsor participants to attend. This can be whole or partial, based on a class fee of \$200. If you are interested in sponsoring an attendee from your town, please contact mstaloff@brattleborodevelopment.com for more information.

Best regards,

Meg Staloff, SVEP Program Manager





*It is not considered a violation of VT's Open Meeting Law for a quorum of a public body to participate in a training; however take care when discussing specific projects that are under your body's purview, as this could constitute a violation of Open Meeting Law if there is a quorum of members present at the discussion. For more information please see: https://www.vlct.org/topics-all/vermonts-open-meeting-law or click here to review the full text of 1 V.S.A. § 312