

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, October 20, 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 10/06/2025
4. Selectboard Pay Orders
5. Announcements/Correspondence
6. Visitors and Concerned Citizens
7. Town Officials Business
 - a. Town Hall Renovation Committee
 - i. Member Appointment (Liam Elmo, Recreation Director)
 - b. Development Review Board
 - i. Member Re-Appointments
 1. Christopher Laselle
 2. Richard Phelan
 3. Robert Trask
8. Transfer Station/Solid Waste Management
 - a. Updates
 - b. Fourth Corner Recycling Request (Kate Fellows)
 - c. 1st Baptist Church Tire Exemption Request
9. Roads and Bridges
 - a. Updates
 - b. Halloween Road Closure modification request (Chris Blackey)
 - c. Review and approve FY26 Grants in Aid Agreement
 - d. Letter of Support for Additional TAP Grant
10. Old Business
11. New Business
 - a. Town Hall Facilities Use Request (SevEds)
12. Executive Session – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3) (Town Administrator 6 month review)
13. Adjourn

Posted and distributed on October 17, 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

Monday, October 20, 2025 – 6:00 PM

Table of Contents

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 10/06/2025	3-6
4. Selectboard Pay Orders	
5. Announcements/Correspondence	
6. Visitors and Concerned Citizens	
7. Town Officials Business	
a. Town Hall Renovation Committee	
i. Member Appointment (Liam Elmo, Recreation Director)	7-8
b. Development Review Board	
i. Member Re-Appointments	9-11
1. Christopher Laselle	
2. Richard Phelan	
3. Robert Trask	
8. Transfer Station/Solid Waste Management	
a. Updates	
b. Fourth Corner Recycling Request (Kate Fellows)	12
c. 1 st Baptist Church Tire Exemption Request	
9. Roads and Bridges	
a. Updates	
b. Halloween Road Closure modification request (Chris Blackey)	
c. Review and approve FY26 Grants in Aid Agreement	13-29
d. Letter of Support for Additional TAP Grant	30
10. Old Business	
11. New Business	
a. Town Hall Facilities Use Request (SevEds)	
12. Executive Session – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3) (Town Administrator 6 month review)	
13. Adjourn	
14. FYI Correspondence and Documents	31-50

**Town of Londonderry, Vermont
Selectboard**

Meeting Minutes
Monday, October 6, 2025, 6 PM
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; Sally Hespe, Selectboard Note Taker; and Andy Dahlstrom, SRT Administrator.

Others in Attendance: Cameron and Doria Habib; Rick Kelley, Pamela Spaulding; and Amanda Fouda, GNAT Videographer.

1. Call Regular Meeting to Order

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

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

Add Agenda Item 9b Application for Road Access Permit for Log Landing and change Meeting Minutes approval date.

Taylor Prouty moved to add 9b Application for Road Access Permit for Log Landing and change meeting minutes for approval from 9/08/25 to 09/29/2025, seconded by Jim Fleming. The motion passed unanimously.

3. Minutes Approval – Meeting(s) of 9/29/2025

James Ameden moved to approve the minutes of the Selectboard meetings of 9/29/2025, 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:

- CBGD-DR grant was submitted last week and will hear back in November.
- Tulloch will be out of office Tuesday – Thursday for Town Fair in South Burlington but available by phone and email.
- Presentation by Todd Menees of the VT Rivers Program at Town Hall on Saturday October 18th at 9:30 a.m. about Williams Dam.
- Rinehart Rd. box culvert has been replaced and road should be reopened tomorrow.

The following correspondence can be found in the meeting packet:

Town of Londonderry, Vermont

Selectboard Meeting Minutes – October 6, 2025

- Vermont Department of Environmental Conservation sent notice of intent to issue a Finding of No Significant Impact (FNSI) for the South Londonderry Village Community Wastewater Project.
- Williams Dam was downgraded from “Poor” to “Unsatisfactory” on the Periodic Inspection Report by the Vermont Department of Environmental Conservation. The Hazard Potential Classification remained “Significant”.
- John Hurd sent a report on participation for last Saturday’s Hazardous Waste Day.

6. Visitors and Concerned Citizens

a. Cameron Habib – Short Term Rental Request

Cameron Habib and his wife Doria requested special consideration to be grandfathered into the previous STR Ordinance. After receiving notification to register their STR in November 2024, Habib reached out to the STR Administration via email with several questions. The STR Administrator acknowledged receipt of the email but indicated his response would be postponed due to the high volume of calls and emails. The STR Administrator replied later with answers, but Habib reached out to the STR Administrator again the day before the deadline with additional questions which were not answered.

The Habibs found out in September 2025 that their application would not be grandfathered as the application was never submitted. The Habibs assumed the date of first written contact would be used to hold their place in the process as is done in other municipalities. They believe they made a good faith effort to comply, and the unanswered questions were out of their control.

The Town Attorney reviewed the Habib’s grandfather request and indicated that because an application was not submitted by the deadline, they are not enrolled in the STR program and cannot be grandfathered in. The Selectboard concurred. As this is the first year of the program, changes to the program might be made in the future, and the Selectboard encouraged the Habibs to be part of the process for suggestions for change. The possibility of adding an appeals process was also introduced.

In another matter, Pam Spaulding asked the status of the new website. Tulloch reported that content has been migrated to new site (with a .gov domain) and training for the committee will be in the next several weeks. A launch date at the end of October is anticipated.

7. Town Officials Business

a. Short Term Rental Administrator

i. Updates

- Last year 53 applications were submitted; this year 68 have been submitted, with 43 complete and licensed.
- Registration fees are now paid after walk through inspection to confirm layout and number of bedrooms.
- 43 applications netted \$31,000 in registration fees, which should cover costs.

Town of Londonderry, Vermont
Selectboard Meeting Minutes – October 6, 2025

- 9 STRS have dropped out, 4 have moved to long term rentals, and 5 no longer renting – all signs of the success of the ordinance.
- Safety amendments have resulted in more smoke and CO alarm installations, along with bedroom window replacements.

b. Recreation Director

i. Pingree Park – Contract with Lawn Master

Liam Elio sent a report that there is a contract for the rest of the year Lawn Master and will renew next year.

Taylor moved to approve the contract with Lawn Master for Pingree Park and authorize the Town Administrator to sign on behalf of the town, seconded by James Ameden. The motion passed unanimously.

8. Transfer Station/Solid Waste Management

a. Updates

None.

9. Roads and Bridges

a. Updates

- Rinehart Rd. culvert is assembled and road will open tomorrow.
- Under Mountain Rd. culvert replacement is ongoing. Road closed to local traffic only with several more weeks of work remaining.
- Winhall Hollow Rd. grinding done and shim layer on southbound lane.
- Landgrove Rd. work will begin once Winhall Hollow Rd. done.
- Still waiting for installation on new truck.

b. Log Landing

Application was received for log landing on Sherwood Forest over town property. Landing exists but access needs to be fixed to be used. Rick Kelley, Forester, reported that this access has been used before with good success. Safety on Route 11 is key, so it is better to use the town road.

Taylor Prouty moved to approve access across town-owned property for Rick Kelley on behalf of Robert Kohler to use Town Parcel 066068.000 for a temporary logging access to be removed upon completion of logging on Parcel 112137.000, seconded by Jim Fleming. The motion passed unanimously.

10. Old Business

a. Add Library as approved public meeting space

Town of Londonderry, Vermont
Selectboard Meeting Minutes – October 6, 2025

The South Londonderry Librarian requested if public meetings can be held at the library. As it is a public building, the Selectboard agreed as long as they adhere to the requirements of open meeting laws.

Jim Fleming moved to approve the use of the South Londonderry Library by Town of Londonderry public bodies, seconded by Taylor Prouty. The motion passed unanimously.

11. New Business

a. Approve Town Office Use Request (Weston Theater)

Jim Fleming moved to authorize the use of the Town Office by the Weston Theater for a board meeting on 10/11/2025 from 9 a.m. – 1 p.m. and to have them return the furniture and everything to its original positions and to authorize the Town Administrator to sign the Facilities Use Agreement on behalf of the Town, seconded by Taylor Prouty. The motion passed unanimously.

12. Adjourn

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

The meeting adjourned at 7:14 PM.

Respectfully Submitted,

Sally Hespe, Town Minute Taker

Approved

LONDONDERRY SELECTBOARD

Thomas Cavanagh, Chair

On Tuesday October 14, two members of the Londonderry Town Hall Renovation Committee (THRC) met in a warned meeting to address the addition of another member to the Committee. A third member of the Committee was unable to attend due to a family care concern. Based on a 5 member Committee it is understood that 3 persons are needed in attendance to make up a quorum and with only 3 members of the Committee, this presents a problem in meetings if only one person is absent. Although the Committee has no power to make official decisions, it would like to present and make recommendations to the Selectboard to aid in what they base their decisions upon. We did not have a quorum on the 14th, but if acceptable, would like to make a recommendation to the Selectboard to add Liam Elio to the THRC, based on review of his application and his much appreciated willingness to join the Committee and to help fill out the number of positions available on the Committee to allow more flexibility in the formation of a quorum at THRC meetings.

Thank you for your guidance and decision with regard to this recommendation.

Respectfully submitted,

Lary Gubb, Chair, Londonderry Town Hall Renovation Committee (THRC)

Town of Londonderry, Vermont

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

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

Nominee Contact Information

Name: LIAM ELIO Date: 9.25.25

Street Address: 100 OLD SCHOOL ST SOUTH LONDONDERRY VT

Mailing Address (if different): _____

Preferred Phone: 802.824.6996 Alternate Phone: _____

Email address: recdirector@londonderryvt.org

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

Please indicate your appointment status (Mark with an X)

☐ **Incumbent appointee.** You may leave the information requests below blank.

☒ **Not presently an appointee.** Please complete the following:

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

Although I am not actually on the parks board, the MTRD Advisory Committee, or the selectboard, I do participate w/ them regularly.
12/16/23 → CURRENT

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

I've run lights in the High School theater, I've been stage manager for a local circus (as well as treasurer), I've organized many community activities, I've been known to get my hands dirty when it comes to facilities maintenance...

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

I believe the Town Hall can become a year round location that will feed life into this community, in so many ways, all while preserving its historic significance.

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

I enjoy administrative duties and meeting deadlines as well as researching multiple paths forward when it comes to a project. I also believe I can be easy to work with.

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

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

Nominee Contact Information

Name: Christopher Laselle Date: 10-14-25
Street Address: 1814 Middletown Rd
Mailing Address (if different): P.O. Box 331
Preferred Phone: 802-366-0005 Alternate Phone: _____
Email address: chrislaselle@myfairpoint.net

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

DRB

Please indicate your appointment status (Mark with an X)

☒ **Incumbent appointee.** You may leave the information requests below blank.

☐ **Not presently an appointee.** Please complete the following:

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

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

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

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

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

Town of Londonderry, Vermont

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

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

Nominee Contact Information

Name: Richard Phelan Date: 10-1-2025

Street Address: 215 Memorial Dr

Mailing Address (if different): _____

Preferred Phone: 802-289-7859 Alternate Phone: _____

Email address: RPhelan@aol.com

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

DRB

Please indicate your appointment status (Mark with an X) -

☒ **Incumbent appointee.** You may leave the information requests below blank.

☐ **Not presently an appointee.** Please complete the following:

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

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

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

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

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

Trask DRB reappointment

From Trask Robert <reetrask@yahoo.com>

Date Tue 10/14/2025 1:48 PM

To Aileen Tulloch <townadmin@londonderryvt.org>

Hello,
I would like to continue on the DRB. Apologies for the late reply.

Thank you,
Robert Trask

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

Selectboard Agenda Item Request

Today's date: _____ Date requested for meeting: 10/20/2025

Requestor Contact Information: Name: Kate Fellows

Mailing address: 578 Hitchcock Hill Road

Preferred phone # 802-345-1130 Email address: kate@4cfoundation.org

Signature: Kate Fellows

Londonderry resident or property Owner? ☐ YES ☐ NO
Representing Londonderry business or organization? ☐ YES ☐ NO

Name of business or organization: The Fourth Corner Foundation

Departmental/Intergovernmental request? ☐ YES ☐ NO

Name of Department or Govt. Organization: N/A

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

☐ New Business ☐ Old Business ☐ Request for Service ☐ Executive Session
☐ Nomination for Appointed position ☐ Other: _____

Brief description of topic to be discussed: _____ Supplemental Info attached" ☐ YES ☐ NO

We are a non-profit in Windham. We utilize the transfer station for our recycling only. We are asking to make a one time annual donation to the Town of Londonderry/Transfer station so we can utilize the recycling program without obtaining cards to punch, which bogs down our internal recycling process.

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

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

Date received: _____ Date scheduled for meeting: _____

Add 'l information received: _____

Referred to Department/ Committee? ☐ YES ☐ NO

Notes: _____

Town Administrator Signature: _____ Date: _____

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Londonderry**, a **US Local Government** with its principal place of business at **100 Old School Street, South Londonderry, VT 05155**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 10/01/2024)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D – Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Payment Provisions

6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont
Agency of Transportation

By the Grantee:
TOWN OF LONDONDERRY

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA1055		² Original ☒ Amendment # _____	
³ Grant Title: Grants in Aid - FY26			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$29,000.00	
		⁶ Total Award Amount: \$29,000.00	
⁷ Award Start Date: Jul 01, 2025		⁸ Award End Date: Sep 30, 2026	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 0000040643		¹¹ Grantee Name: Town of Londonderry	
¹² Grantee Address: 100 Old School Street			
¹³ City: South Londonderry		¹⁴ State: VT	
		¹⁵ Zip Code: 05155	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ \$7,250.00 Description: 20% Required Match	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: U7XXDN8D9MW3		²² Indirect Rate: _____ % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ EEI Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$29,000.00	\$29,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$29,000.00	\$29,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY NAME: Ross Gouin TITLE: Grants in Aid Project Coordinator PHONE:Cell (802) 595 - 2381 EMAIL: ross.gouin@vermont.gov	GRANTEE NAME: Aileen Tulloch TITLE: Town Admin PHONE:Office: (802) 824 - 3356 ext: 5 EMAIL: townadmin@londonderryvt.org
--	--

ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Londonderry**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to reimburse the Grantee for actual expenses incurred or services provided by the Grantee in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 - Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 - Grant Award Detail. The State reserves the right to recoup funds, if a payment is determined to be improper.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D OTHER PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

ATTACHMENT E
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“....*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Vermont League of Cities & Towns

Issue Date: 01/01/2025

Policy Number: PACIF1347-25

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Londonderry
Attn: Tina Labeau
100 Old School Street
South Londonderry, VT 05155

VLCT Property & Casualty Intermunicipal Fund, Inc.
89 Main Street Suite 4
Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed 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 coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2025 - 01/01/2026	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2025 - 01/01/2026	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative:

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

October 20, 2025

Scott Robertson, P.E.
Project Manager
VTrans - Municipal Assistance Section
Barre City Place,
219 North Main Street, 4th Floor
Barre, VT 05641

RE: FY2023 Transportation Alternatives Program

Dear Mr. Robertson:

Please accept this letter as the Londonderry Selectboard's demonstration of full support for the Town's application for additional funding under the Transportation Alternatives Program for the replacement of the failing 72-inch culvert (#12) on Spring Hill Road at Eddy Brook with a new bridge. The overall purpose of the project is to improve stormwater infiltration, to better accommodate high water events and to improve aquatic animal passage.

The source of the Town's local project match will be budgeted funds approved at a future Town Meeting vote, and the Town's Highway Improvements capital reserve fund. As with all municipal infrastructure, the Town commits to the long-term maintenance and repair of the new bridge once it is put into use.

The Town has already completed the engineering for the project and plans to put it out to bid in Fall of 2025, with construction beginning in 2026.

Thank you for your consideration of the Town's application for funding for this important project, which will help the Town to better accommodate the traveling public while allowing for unrestricted stormwater flow to reduce erosion and its deleterious effects on water quality and wildlife.

Sincerely,

Thomas Cavanagh, Chair
Londonderry Selectboard

THE DIGNITY INDEX®

Scoring Guide

V2.1

THE DIGNITY INDEX is an eight-point scale that measures what we do when we disagree. Each scale point represents a particular mindset toward the other side, ranging from **ONE** – which sees no dignity at all in the other side – to **EIGHT**, which sees the dignity in everyone, no matter what. This Scoring Guide includes a set of quotes and traits that are characteristic of each mindset. Scoring involves matching language in the passage with the quotes or traits of a particular scale point.

1

They're not even human. They don't deserve to live.

They are ruining us.

We have a moral duty to destroy them before they destroy us.

ONE...

- has an absolute belief in their own righteousness and in the life-threatening subhuman evil of the other side.
- cannot bear the pain of any blame or criticism; they could kill a critic.
- feels virtuous and heroic about calling for violence and acting on it.

DIFFERENTIATING ONE AND TWO:

ONE says that the other side is less than human, is “destroying us,” and should be attacked, killed, or eliminated. **TWO** believes that the other side is evil and is going to “ruin us if we let them,” but is not calling for or committing violence. **TWO** is “us or them.” **ONE** is “all us and no-them.”

2

Those people are evil. They're going to ruin everything if we let them. It's us or them.

They're not just bad people; they're promoting evil.

Those people are a danger to everything we value.

TWO...

- believes the other side is an existential threat.
- talks about seceding or moving to another country to get away from “those people.”
- tells stories that “prove” the evil of the other side.
- longs to see the other side suffer, to “see them finally get what they deserve.”

DIFFERENTIATING TWO AND THREE:

TWO says “those are evil people trying to ruin us. They're an existential threat.” **THREE** says “those are bad people trying to hurt us.” **TWO** is “us or them.” **THREE** is “us versus them.”

3

We're the good people; they're the bad people. It's us versus them.

They look down on us and mock our values.

Those people hate us and want to hurt us.

THREE...

- makes a personal attack on the other, targeting performance, competence, appearance, background, character or morals.
- wants to weaken the other side and make them fail.
- ascribes all the good qualities to “us” and all the bad qualities to “them.”
- takes credit for good outcomes and blames the other side for bad outcomes.

DIFFERENTIATING THREE AND FOUR:

THREE turns *against* the other side, while **FOUR** turns *away* from the other side. **THREE** makes a personal attack on the other side, while **FOUR** avoids the other side. **THREE** disdains the other side; **FOUR** dismisses them. **THREE** is “us versus them.” **FOUR** is “us and them” – but never “we.”

4

We're better than those people. They don't really belong. They don't really share our values.

They're working for those people, not for us.

We avoid those people. They're different. We don't really have anything in common.

FOUR...

- dismisses the other side as not really worth talking to.
- denies similarities, highlights points of difference, downplays common interests and values.
- will distort or rename an opponent's position to make it sound unappealing (this could be lower than **FOUR**, depending on what the distortion implies).

DIFFERENTIATING FOUR AND FIVE:

FOUR prefers to stay separate and avoid discussion. **FIVE** speaks openly, states its goals, explains its views, makes a point of listening – and never makes any show of contempt. At **FIVE** (and above) criticisms of the other side is grounded in the record, based on facts, decisions, actions, and outcomes.

5

The other side has a right to be here and a right to be heard. They belong here too.

I'll listen to what they have to say.

I share my views with no contempt, so they're easier for others to hear.

FIVE...

- speaks openly, explaining their views, but never with contempt.
- does more than state vague goals; they state views they know others oppose.
- listens intently and sincerely to the other side without any expressions of contempt.
- challenges the other side on facts, actions, decisions, and outcomes, never with insults or negative labels.

DIFFERENTIATING FIVE AND SIX:

FIVE speaks openly and listens respectfully, but doesn't yet seek common ground with the other side. **SIX** believes they have a duty to talk to the other side, find common interests and values, and use them as a basis for cooperation.

6

We talk to the other side, searching for the values and interests we share, and using them as a basis for cooperation.

We don't let our disagreements keep us from cooperating on the things we agree on.

We have more in common than we think.

SIX...

- can see the good in the other side and will acknowledge their skills and accomplishments.
- finds it deeply satisfying to cooperate with the other side.
- feels affection for their partners on the other side; they are proud of the relationship and feel it is special.

DIFFERENTIATING SIX AND SEVEN:

SIX engages with the other side, but tends to retreat when finding areas of strong disagreement. **SIX** doesn't explore the possibility that they might be wrong or might be contributing to the problem. **SEVEN** believes they could be wrong, and it doesn't hurt them to hear their views criticized, so when they run into conflict, they keep listening.

7

I want to discuss our disagreements because I'm open to changing my mind. I might be wrong.

I'm curious about what people have been through and how they came to believe what they believe.

I am willing to take criticism from my own side for working with the other side.

SEVEN...

- can offer genuine apologies and forgiveness even after painful conflicts.
- has a great deal of humility, especially in their ability to be self-critical, admit mistakes, and even consider how they might be contributing to the problem.
- sees through the polarization game. When others try to incite anger and pit people against each other, they call it out and urge others not to fall for it.
- will challenge contempt to defend the dignity of someone being demonized.

DIFFERENTIATING SEVEN AND EIGHT:

SEVEN can take the pain of being criticized; **EIGHT** can take the pain of being hated. **SEVEN** can defend the dignity of the other side even when it costs them belonging; **EIGHT** can stand up for the dignity of the most demonized even when it puts them in danger. **EIGHT** is a fuller expression of the love and humility and capacity for self-criticism that emerges in **SEVEN**.

8

Everyone is born with inherent worth, so I treat everyone with dignity no matter what.

I don't condemn anyone. If I'd suffered what they did, I might have done what they did.

EIGHT...

- can respond to contempt by treating the other person with dignity. That's how they love their enemies.
- has no sense of moral superiority. They don't look down on anyone.
- will defend the dignity of the most demonized, even when it puts them in danger.
- believes that we human beings are inseparable – one body with many parts – and when we try to get away from each other, we only make things worse.
- wants to solve problems without demanding a particular approach. They want solutions that protect the dignity of every human being, and they don't care who gets credit.

THE DIGNITY INDEX®

Ease Divisions. Prevent Violence. Solve Problems.

8

“Each one of us is born with inherent worth, so we treat everyone with dignity—no matter what.”

7

“We fully engage with the other side, discussing even values and interests we don’t share, open to admitting mistakes or changing our minds.”

6

“We always talk to the other side, searching for the values and interests we share.”

5

“The other side has a right to be here and a right to be heard. They belong here too.”

4

“We’re better than those people. They don’t really belong. They’re not one of us.”

3

“We’re the good people and they’re the bad people. It’s us vs. them.”

2

“Those people are evil and they’re going to ruin everything if we let them. It’s us or them.”

1

“They’re not even human. It’s our moral duty to destroy them before they destroy us.”

Learn more at dignity.us



Page

Building Skills for Dignified Disagreement

Honoring someone's dignity can be difficult, especially when situations get **heated**. Follow these steps when stress rises – and join the movement with others working to **ease divisions**, **prevent violence**, and **solve problems** by choosing dignity over contempt.



Be curious, not furious

When there is a disagreement, approach it with curiosity, using language that invites dialogue.



Regulate then debate

When you start to get upset, pause and take a breath before speaking.



Listen to understand, not to respond

Really listen to the other person and consider summarizing briefly what you heard.



Challenge ideas, don't attack people

Speak your truth but do it with dignity.



Acknowledge knowledge

When someone else makes a logical or interesting point, acknowledge their point.



Build up rather than tear down

Advocate, explain, and build up your idea rather than just attacking others' ideas and/or dehumanizing people.

2026 Windham Regional Plan Update - Town Outreach Letter and Draft Act 181 Map

From Matthew Bachler <mbachler@windhamregional.org>

Date Fri 9/12/2025 11:01 AM

To Aileen Tulloch <townadmin@londonderryvt.org>

Cc 'Chris Campany' <ccampany@windhamregional.org>; ggmora99@mac.com <ggmora99@mac.com>

 2 attachments (1 MB)

Londonderry Town Letter 9-12-25.pdf; Act 181 Map_Londonderry, draft.pdf;

Good morning Aileen,

As you're likely aware, Act 181 passed in 2024 made substantial changes to Act 250, the State Designation Program, and regional planning requirements. WRC will begin the process of working with member towns this fall to update the Windham Regional Plan to meet these new requirements. We expect to have a draft of the plan completed by summer 2026.

A significant component is updating our regional future land use map to use 10 new land use categories created in Act 181. How areas in your town are mapped has implications for changes in Act 250 jurisdiction and eligibility for State Designation Programs. I am attaching a letter addressed to the Selectboard Chair and additional information on Act 181 along with a first draft of the regional future land use map for Londonderry.

We are asking towns to let us know how they would like to work with WRC to go over the Act 181 changes and provide comments on the draft regional land use map. In most cases, we would work with the town's Planning Commission. Please contact me about arranging a time to meet with the town. Also, feel free to reach out with any general questions about Act 181 or our Regional Plan Update process.

Best,
Matt

Matthew Bachler, AICP
Senior Planner
Windham Regional Commission
139 Main Street, Suite 505
Brattleboro, VT 05301
(802) 257-4547, ext. 112



September 12, 2025

Town of Londonderry
Tom Cavanagh, Selectboard Chair
100 Old School Street
South Londonderry, VT 05155

Dear Mr. Cavanagh,

Act 181 was passed in June 2024 and overhauls Vermont's framework for coordinating state, regional, and municipal land use planning. The Windham Regional Commission will be working with towns beginning this fall to provide more information on the statute changes and updates to the Windham Regional Plan required by Act 181. Please find enclosed a summary of the Act 181 legislation that provides additional background information. WRC also hosted a workshop for towns on Act 181 in June and a recording of the presentation can be viewed on WRC's website: www.windhamregional.org.

Included as an attachment is a draft of the Regional Future Land Use Map to address the Act 181 requirements for the Town of Londonderry. A description of the land use districts shown on the map are provided as an attachment to the map. WRC staff will work with your town to review and revise the future land use map based on input from your community. Please contact Matt Bachler, Senior Planner, at mbachler@windhamregional.org or 802-257-4547, ext. 112 to discuss how your town would like to manage this process. We anticipate completing a draft of the Regional Plan update by Summer 2026.

WRC is also required to assign a housing target range for each municipality to reach the overall housing targets for our region provided by the Vermont Housing Finance Agency. We will review draft housing targets with Londonderry when reviewing the future land use map. The purpose of the housing targets is to set a goal for the region and towns to provide much-needed housing. There are no requirements that these targets be met.

We look forward to working with Londonderry to address the new Act 181 requirements. Please feel free to contact me should you have any questions.

Sincerely,

Matt Bachler
Senior Planner



Windham Regional Commission Act 181 Regional Plan Update Overview for Municipalities September 2025

Overview

Act 181 was passed into law in June 2024 and overhauls Vermont's framework for coordinating state, regional, and municipal land use planning. The Windham Regional Commission (WRC) will be working with the 27 member towns of the Windham Region beginning in the fall of 2025 to update the Windham Regional Plan to meet the new Act 181 requirements. WRC anticipates completing a draft of the Regional Plan update by the summer of 2026. The following is a summary of the main changes made to statute by Act 181. More details are provided on the following pages.

Location-Based Jurisdiction

Act 181 modernizes how Vermont maps and directs public investments to designated centers and neighborhoods, and transitions Act 250 to have more location-based jurisdiction. This change is intended to recognize that some areas of Vermont are planned for growth, contain necessary infrastructure (e.g. water, wastewater), and have sufficient local land use controls in place to adequately regulate development.

Regional Future Land Use Map

The map used to determine eligibility for the Act 250 location-based jurisdiction is the Regional Future Land Use Map. This map is adopted by the RPC and approved by the State's Land Use Review Board (LURB), based upon statutory definitions. The Regional Future Land Use Map will also be used to determine eligibility for the new State-designated "Centers" and "Neighborhoods."

FAQS: What is the Regional Plan?

The Regional Plan provides guidance for the orderly development of the region and establishes a policy basis for WRC's work program. It is also a policy basis for when WRC reviews development proposals requiring Act 250, Section 248, or Section 248(a) approval. WRC is required to review and update the Regional Plan at a minimum every 8 years. The last Regional Plan update was adopted by the WRC on July 29, 2025.

Act 181 and the Regional Future Land Use Map

The Regional Future Land Use Map will guide development in the Windham Region by designating areas for growth, rural and working lands, conservation, and other purposes based on environmental, infrastructure, and community factors. The Act 181 legislation includes 10 regional planning land use categories that must be mapped by each RPC consistent with definitions in statute. This process will be similar to how WRC has done land use planning for the region in its past regional plans. The 10 land use categories are shown below and generally fall within three categories: priority growth areas, rural areas, and special planning areas.

Priority Growth Areas

Downtown/Village Center
Planned Growth Area
Village Area

Rural Areas

Hamlets
Rural - General
Rural – Agricultural and Forestry
Rural - Conservation

Special Planning Areas

Transition/Infill Area
Enterprise
Resource-Based Recreation Areas

WRC Mapping Process and Municipal Review Process

WRC is developing a draft Regional Future Land Use Map and will review maps with each town beginning in the fall of 2025. WRC will work with towns to make any needed adjustments to the maps, within the statute requirements. The goal is to have a final draft of the Regional Future Land Use Map by the summer of 2026.

As part of the mapping process, WRC is not designating areas that will be classified as Tier 3 under the reformed Act 250. This is a separate mapping process being completed by the State Land Use Review Board (LURB). The LURB will adopt final rules for Tier 3 jurisdiction by January 2026.

FAQS: How does the Regional Future Land Use Map relate to our Town Plan and Zoning Bylaws?

Town Plans are required to include a land use element and a supporting proposed land use map. To receive Regional Planning Commission approval of the Town Plan, the Town's land use element and map need to be "compatible with" the regional plan and future land use map, but the town map does not need to exactly match the regional map. Based on statute, to be "compatible with" the regional plan the town plan must not "significantly reduce the desired effect" of the regional plan's goals.

The Regional Future Land Use Map has no impact on town zoning bylaws. Towns should continue to develop their local zoning bylaws based on their adopted Town Plan. In developing the Regional Future Land Use Map, WRC considered town zoning district boundaries to provide guidance on where boundaries should be set between regional land use categories

Act 250 Reforms

Act 181 made changes to Act 250, the State land use review and permitting program, to reduce barriers for development in areas that are best suited for growth. The act also created the new Land Use Review Board (LURB), which replaces the Natural Resource Board. In addition to being responsible for overseeing Act 250 permitting, the LURB will be responsible for approving regional plans and requests for Tier 1 status.

Act 181 established three “Tiers” with different jurisdiction requirements under Act 250. Areas best suited for growth would be eligible for the new “Tier 1” category. This includes a “Tier 1A” option for full exemption from Act 250 permitting and a “Tier 1B” option that would only exempt residential projects with 50 units or less on 10 acres or less of land. The Regional Future Land Use Map will help establish eligibility for Tier 1, along with other eligibility criteria in statute. To be eligible for Tier 1A or 1B, an area needs to be mapped by the RPC as a Downtown Center, Village Center, Planned Growth Area, or Village Area (Tier 1B only). Towns will apply directly with the LURB for Tier 1A status. Towns that are eligible for Tier 1B can request the RPC identify these areas on the Regional Future Land Use Map and, upon approval of the map, will receive Tier 1B status.

The purpose of the Tier 3 designation is to ensure protection of critical natural resources and jurisdiction under Act 250 will increase for these designated areas. The LURB is working on the rulemaking process for Tier 3 and final rules and mapping will be issued in January 2026. Tier 3 designation is not based on the Regional Future Land Use Map. Any area not designated at Tier 1 or Tier 3 will fall under Tier 2. For Tier 2, Act 250 jurisdiction will be mostly unchanged from the current requirements.

Tier 1A	Tier 1B	Tier 2	Tier 3
Full Act 250 Exemption	Act 250 Exemption for residential projects with 50 units or less on 10 acres or less	Act 250 Status Quo	Expanded jurisdictional rules for critical natural resource areas
• RPC Land Use Map: Downtown/Village Center, Planned Growth Area • Municipal application • LURB Review & Approval • LURB Application Guidelines by 1/1/26 • Statute eligibility criteria	• RPC Land Use Map: Downtown/Village Center, Planned Growth Area, Village Area • Requested by town through RPC mapping process • LURB Review & Approval • Statute eligibility criteria	All areas not within Tier 1 or 3	• Not based on RPC Land Use Map designations • LURB rulemaking by 2/1/26

FAQS: If our town is eligible for Tier 1A and/or Tier 1B, are we required to receive these designations?

No. It is up to the town whether it either applies for Tier 1A status through the LURB or requests Tier 1B status with WRC through the regional planning process. Towns can also choose to request Tier 1A or Tier 1B status at a future date, or choose to rescind the designation.

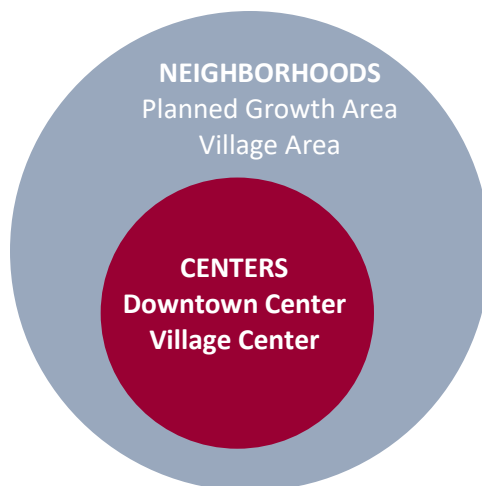
Act 181 and the State Designation Program

Act 181 includes significant reforms to the State Designation program, which includes designated Village Centers, Downtowns, and Neighborhood Development Areas. The State Designation program was first created 25 years ago and has grown and expanded contributing significant investment in town and village centers and surrounding neighborhoods. One of the goals of Act 181 was to make the process for applying for a designated area easier for towns and to increase the amount of investment in areas most suitable for growth.

Under the new designation program there will be two types of designations: Centers and Neighborhoods. The Center designation continues to support revitalization efforts of downtowns and village centers and the Neighborhood designation supports revitalization and development in neighborhoods surrounding Centers. All existing Village Centers and Designated Downtowns approved by the Downtown Board will automatically become Centers and existing Neighborhood Development Areas will become Neighborhoods.

Going forward, eligibility for the designation program will be determined based on the Regional Future Land Use Map. In consultation with towns, areas mapped by WRC as a Downtown Center or Village Center will be eligible for Center designations, and areas mapped as Planned Growth Area or Village Areas will be eligible for the Neighborhood designation. The Community Investment Board (formerly the Downtown Board) will review a draft of the Regional Future Land Use Map and comment on the proposed Center and Neighborhood designations before the map is finalized. Once the LURB approves the map, the designations go into effect.

The Department of Housing and Community Development will provide municipalities with technical assistance regarding different benefits available under the designation program. One component of the Act 181 changes is a step process for designated Centers that will allow towns to be eligible for additional benefits as they move from Step 1 to Step 3:



Center Designation Steps

- **Step 1: Beginner Village Center**
(All new mapped Village Centers)
- **Step 2: Intermediate Village Center**
(Includes all existing designated Village Centers)
- **Step 3: Downtowns** (Includes existing designated Downtowns and new mapped Downtown Centers)

FAQS: Our Town has an existing designated Village Center. Is there anything we need to do to ensure we are still eligible for the designation benefits?

No. All designated Village Centers that have received approval from the Downtown Board as of December 31, 2025 will automatically become Centers under the new program and no action is needed by towns. This also applies to existing Downtown Districts (will become Centers) and Neighborhood Development Areas (will become Neighborhoods).

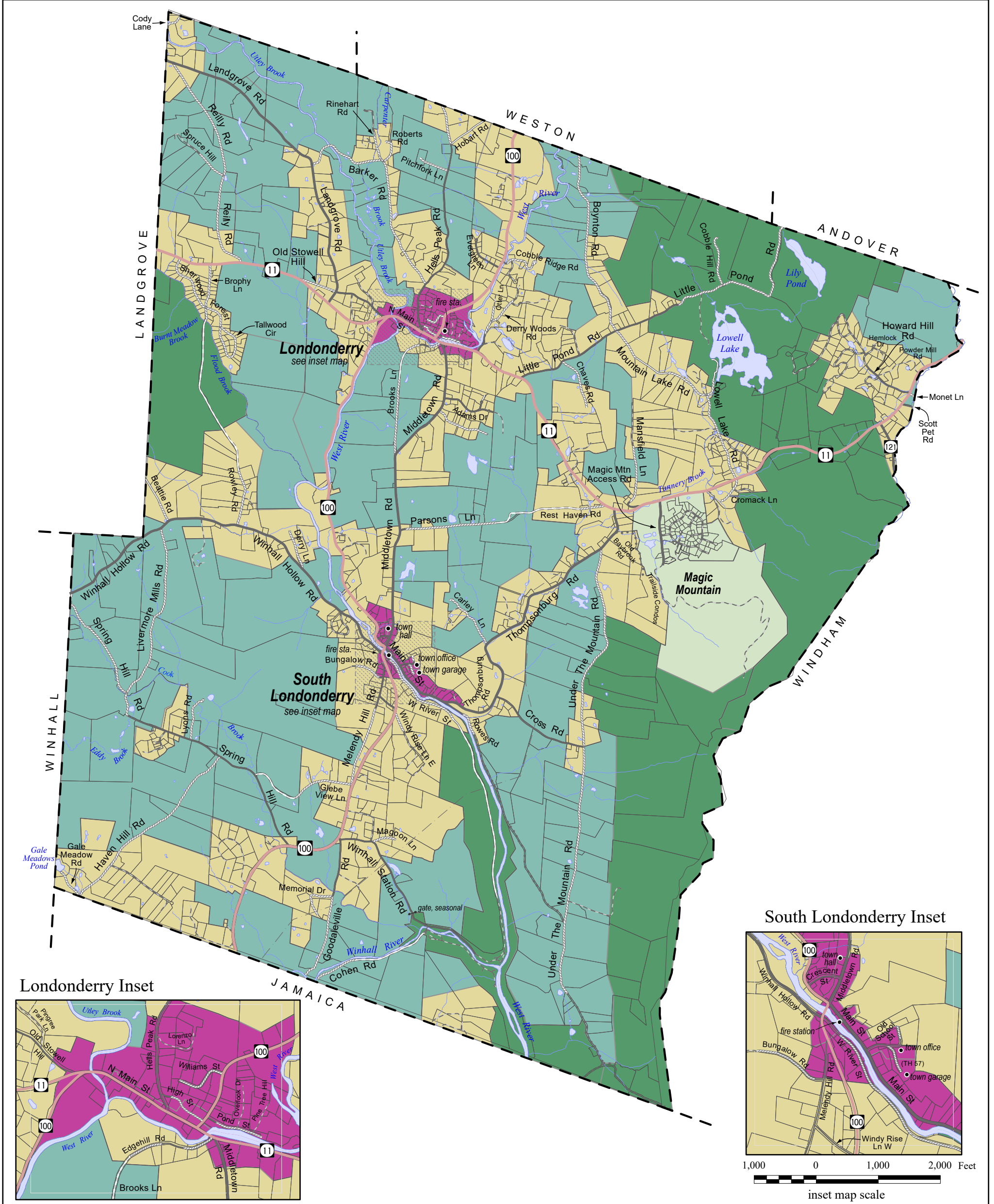
Regional and Municipal Housing Targets

The 2023 HOME Act directed the Vermont Housing and Finance Agency (VHFA) to include new regional housing targets as part of the Statewide Housing Needs Assessment. The HOME Act also requires Regional Planning Commissions to assign housing targets to each municipality in the region to achieve the region-wide housing production goals. Act 181 also includes requirements about accommodating housing growth to meet the targets within the priority growth areas identified on the Regional Future Land Use Map.

The Statewide Housing Needs Assessment includes housing targets for 2030 and 2050. For each year, VHFA sets an “upper” and “lower” housing target based on different population growth assumptions. Housing needs were distributed to each region proportionally based on the number of households in each region as of 2020. The table below provides the housing targets for the Windham Region:

Windham Region Housing Targets from Statewide Housing Needs Assessment		
	2030	2050
Lower Target	2,571 dwellings	7,993 dwellings
Upper Target	3,730 dwellings	15,635 dwellings

The Windham Regional Commission developed a methodology to assign housing targets to each town in the region. The methodology is based on existing population, existing year-round housing units (excluding seasonal dwellings), and the availability of water and wastewater infrastructure. As part of the Act 181 Regional Plan update process, WRC will review draft housing targets with each town for input. The purpose of the housing targets is to set a goal for the region and municipalities to provide much-needed housing. There are no requirements that towns or the region as a whole meet the housing targets.



Windham Region Draft Act 181 Future Land Use Map Town of Londonderry, Vt.

September 2024

- Resource-based Recreation Area
- Rural Agriculture and Forestry
- Rural Conservation
- Rural General
- Village Center

0.5 0 0.5 1 1.5 Miles

Regional Future Land Use District Definitions

The Windham Regional Plan is required to include a Future Land Use Element that shows the present and prospective location, amount, intensity, and character of land uses in relation to the provision of necessary community facility and services. The plan must also include a map delineating future land use area boundaries for the land use districts, as defined in 24 V.S.A. § 4348a(a)(12). Please refer to the definitions from statute below when reviewing the draft regional future land use map for your municipality.

WRC has mapped the future land use districts for the region based on the definitions provided in statute. WRC will work with member towns to review and revise the draft future land use map based on municipal input. However, WRC will make sure any map changes comply with the statute requirements to ensure the Regional Plan can be approved by the State Land Use Review Board.

Downtown or Village Centers

These areas are the mixed-use centers bringing together community economic activity and civic assets. They include downtowns, villages, and new town centers previously designated under chapter 76A and downtowns and village centers seeking benefits under the Community Investment Program under section 5804 of this title. The downtown or village centers are the traditional and historic central business and civic centers within planned growth areas, village areas, or may stand alone. Village centers are not required to have public water, wastewater, zoning, or subdivision bylaws.

Planned Growth Areas

These areas include the high-density existing settlement and future growth areas with high concentrations of population, housing, and employment in each region and town, as appropriate. They include a mix of historic and nonhistoric commercial, residential, and civic or cultural sites with active streetscapes, supported by land development regulations; public water or wastewater, or both; and multimodal transportation systems. These areas include new town centers, downtowns, village centers, growth centers, and neighborhood development areas previously designated under chapter 76A of this title. These areas should generally meet the smart growth principles definition in chapter 139 of this title and the following criteria:

- i. The municipality has a duly adopted and approved plan and a planning process that is confirmed in accordance with section 4350 of this title and has adopted bylaws and regulations in accordance with sections 4414, 4418, and 4442 of this title.
- ii. This area is served by public water or wastewater infrastructure.
- iii. The area is generally within walking distance from the municipality's or an adjacent municipality's downtown, village center, new town center, or growth center.
- iv. The area excludes identified flood hazard and river corridor areas, except those areas containing preexisting development in areas suitable for infill development as defined in section 29-201 of the Vermont Flood Hazard Area and River Corridor Rule.
- v. The municipal plan indicates that this area is intended for higher-density residential and mixed-use development.
- vi. The area provides for housing that meets the needs of a diversity of social and income groups in the community.
- vii. The area is served by planned or existing transportation infrastructure that conforms with "complete streets" principles as described under 19 V.S.A. chapter 24 and establishes pedestrian access directly to the downtown, village center, or new town center. Planned transportation infrastructure includes those investments included in the municipality's capital improvement program pursuant to section 4430 of this title.

Village Areas

These areas include the traditional settlement area or a proposed new settlement area, typically composed of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting streets that are within walking distance for residents who live within and surrounding the core. These areas include existing village center designations and similar areas statewide, but this area is larger than the village center designation. Village areas shall meet the following criteria:

- i. The municipality has a duly adopted and approved plan and a planning process that is confirmed in accordance with section 4350 of this title.
- ii. The municipality has adopted bylaws and regulations in accordance with sections 4414, 4418, and 4442 of this title.
- iii. Unless the municipality has adopted flood hazard and river corridor bylaws, applicable to the entire municipality, that are consistent with the standards established pursuant to 10 V.S.A. § 755b (flood hazard) and 10 V.S.A. § 1428(b) (river corridor), the area excludes identified flood hazard and river corridors, except those areas containing preexisting development in areas suitable for infill development as defined in 29-201 of the Vermont Flood Hazard Area and River Corridor Rule.
- iv. The municipality has either municipal water or wastewater. If no public wastewater is available, the area must have soils that are adequate for wastewater disposal.
- v. The area has some opportunity for infill development or new development areas where the village can grow and be flood resilient.

Transition or Infill Area

These areas include areas of existing or planned commercial, office, mixed-use development, or residential uses either adjacent to a planned growth or village area or a new stand-alone transition or infill area and served by, or planned for, public water or wastewater, or both. The intent of this land use category is to transform these areas into higher-density, mixed-use settlements, or residential neighborhoods through infill and redevelopment or new development. New commercial linear strip development is not allowed as to prevent it negatively impacting the economic vitality of commercial areas in the adjacent or nearby planned growth or village area. This area could also include adjacent greenfields safer from flooding and planned for future growth.

Resource-Based Recreation Areas

These areas include large-scale resource-based recreational facilities, often concentrated around ski resorts, lakeshores, or concentrated trail networks, that may provide infrastructure, jobs, or housing to support recreational activities.

Enterprise Areas

These areas include locations of high economic activity and employment that are not adjacent to planned growth areas. These include industrial parks, areas of natural resource extraction, or other commercial uses that involve larger land areas. Enterprise areas typically have ready access to water supply, sewage disposal, electricity, and freight transportation networks.

Hamlets

Small historic clusters of homes and may include a school, place of worship, store, or other public buildings not planned for significant growth; no public water supply or wastewater systems; and mostly focused along one or two roads. These may be depicted as points on the future land use map.

Rural - General

These areas include areas that promote the preservation of Vermont's traditional working landscape and natural area features. They allow for low-density residential and some limited commercial development that is compatible with productive lands and natural areas. This may also include an area that a municipality is planning to make more rural than it is currently.

Rural - Agricultural and Forestry

These areas include blocks of forest or farmland that sustain resource industries, provide critical wildlife habitat and movement, outdoor recreation, flood storage, aquifer recharge, and scenic beauty, and contribute to economic well-being and quality of life. Development in these areas should be carefully managed to promote the working landscape and rural economy, and address regional goals, while protecting the agricultural and forest resource value.

Rural – Conservation

These are areas of significant natural resources, identified by regional planning commissions or municipalities based upon existing Agency of Natural Resources mapping that require special consideration for aquifer protection; for wetland protection; for the maintenance of forest blocks, wildlife habitat, and habitat connectors; or for other conservation purposes. The mapping of these areas and accompanying policies are intended to help meet requirements of 10 V.S.A. chapter 89. Any portion of this area that is approved by the LURB as having Tier 3 area status shall be identified on the future land use map as an overlay upon approval.



Join Us for an

OPEN HOUSE

LONDONDERRY TOWN OFFICE BUILDING

FRIDAY, 24 OCTOBER

3:00PM - 6:00PM

**MEET AND MINGLE WITH MEMBERS OF THE TOWNS
RENO TEAM; COMMITTEES+BOARD MEMBERS; OUR
STATE REP. CHRIS MORROW; PLUS MORE.**

100 Old School St., S. Londonderry

www.londonderryvt.org



Strategy for a Resilient Vermont



10/23 @ 12 pm

10/27 @ 6 pm

Feeling the effects of droughts and floods?

Learn about the Resilience Implementation Strategy's approach to making Vermont more resilient to increasing climate hazards.

Visit climatechange.vermont.gov/resilience
or scan the QR code to register!



SoVT Municipal Leaders Network 12/2: Economic Development (for Every Town)

From Meg Staloff <mstaloff@brattleborodevelopment.com>

Date Thu 10/16/2025 10:12 AM

To Meg Staloff <mstaloff@brattleborodevelopment.com>

Cc Laura Sibilia <lsibilia@brattleborodevelopment.com>

Good morning,

You are cordially invited to attend the next Southern VT Municipal Leaders Network Event:

Economic Development (For Every Town)

Date: Tuesday, December 2

Time: 9-12:30

Location: Old School Community Center, 1 School St. Wilmington, VT

[LINK TO REGISTER HERE](#)

The Municipal Leaders Network is an ongoing series that is designed to set Southern Vermont's town leaders up for success in supporting community and economic development in their towns. Topics are based on a survey of the issues that are top of mind for our local leaders.

Your municipality can play a role in supporting economic development and grand list growth in your town, even if you don't have any or many businesses in your downtown or village center. Join us for a discussion about the Town role in Economic Development. What does economic development mean in a Southern Vermont Town? What does economic development in your town do for the regional economy? Come learn and discuss the role for municipal governments (of all sizes) in supporting grand list growth.

This half day session will dive into several topics, including:

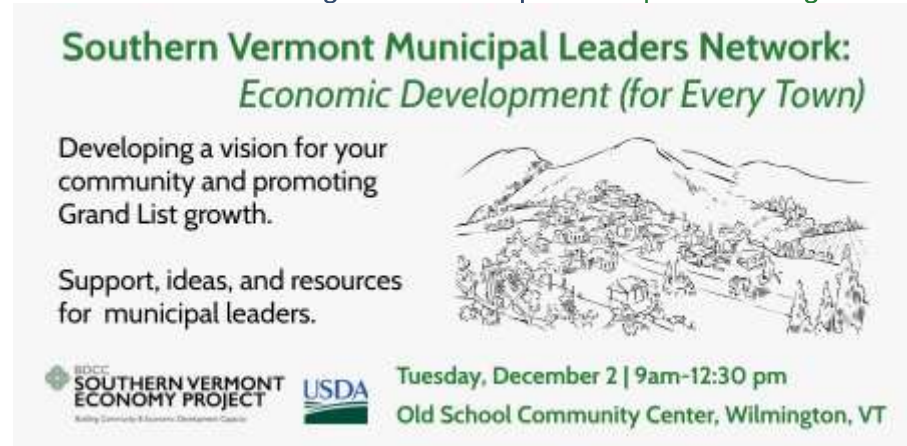
- Defining your municipality's role in economic development
- Planning for the future and establishing a road map to get there
- Understanding available programs that can help your town support grand list growth, including the new **CHIP** program

Presenters include **Bill Colvin, Executive Director of BCRC** and **Adam Grinold, Executive Director of BDCC**, as well as **Jessica Hartleben, Executive Director of VEPC**, which has worked to create rules and processes for the Community and Housing Infrastructure

Program (CHIP). They'll be joined by other regional economic development professionals who can share resources and best practices for towns of all sizes.

Bring your questions and projects, and connect with fellow town leaders as well as experts who can provide you with tools and resources to help ensure that your town is supporting grand list growth!

The event is free but registration is required: <https://www.cognitoforms.com/BDCC1/MunicipalLeadersNetworkEventRegistration>



--

Meg Staloff | She/Her
Southern Vermont Economy Project Manager/
CEDS Implementation Specialist
Brattleboro Development Credit Corporation
Southeastern Vermont Economic Development Strategies
Office: 802-257-7731 ext. 222
Mobile: 802-380-9417
[Book a call with me](#)
brattleborodevelopment.com



The work of BDCC is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development. This institution is an equal opportunity provider and employer.

Southern Vermont's Economic Catalyst

