

Town of Londonderry, Vermont

Selectboard Meeting Agenda

Monday, June 10, 2024 – 6:00 PM
100 Old School Street, South Londonderry, VT 05155

1. Call Meeting to Order
2. Additions or Deletions to the Agenda [1 VSA 312(d)(3)(A)]
3. Selectboard Pay Orders
4. Old Business
 - a. Discuss zoning bylaw amendment hearing process
5. New Business
 - a. Consider contract with the Windham County Sheriff's Office for FY2025 policing services
 - b. Discuss summer meeting schedule
 - c. Executive Session – The appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313 (a)(3)
6. Adjourn

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

Posted and distributed on June 7, 2024

Rules and Procedures for Zoning Bylaw Public Hearing

- 1) Those who allowed to speak:**
 - a. Voters, Property Owners and Interested Parties.**
- 2) Speaking Time:**
 - a. Each person will have 5 minutes to speak and can only speak once until everyone has a chance to speak. Two follow-up questions can be asked. (Time for answers from the select board or experts do not count toward a person's speaking time.)**
 - b. Once everyone has had a chance to speak once, people can speak one more time for 3 minutes each.**
- 3) Speeches and reading from paper is not permitted except:**
 - a. Participants can read from the Bylaws when speaking.**
- 4) All questions are to be directed to the moderator.**
- 5) Before you speak, please state your name.**
- 6) All comments must be germane to the by-laws.**
 - a. Comments directed at individuals will not be permitted.**

Selectboard Decision Alternatives – After Closing the Public Hearing:

	POSSIBLE ACTIONS	STATUTE
1	Selectboard may vote to ADOPT the proposed Zoning Bylaw amendment as presented by the Planning Commission. Bylaw amendment becomes effective 21 days later unless a petition of 5% of Voters is filed within 20 days of the Selectboard decision, in which case a Town Meeting vote by Australian ballot on an override of the Selectboard decision will decide the matter.	24 VSA 4442(c) & 4442(d)
2	Selectboard may vote to WARN A TOWN MEETING VOTE on the adoption of the proposed Zoning Bylaw amendment as presented by the Planning Commission via Australian ballot.	24 VSA 4442(c)
3	Selectboard may vote to REJECT the proposed Zoning Bylaw amendment as presented by the Planning Commission. Bylaw amendment is rejected unless a petition of 5% of Voters is filed within 20 days of the Selectboard decision, in which case a Town Meeting vote by Australian ballot on an override of the Selectboard decision will decide the matter.	24 VSA 4442(c) & 4442(g)
4	Selectboard may decide to TAKE NO ACTION . If no action is taken within one year of the 4/17/2024 final hearing of the Planning Commission, it shall be considered disapproved unless 5% of the Voters petition for a Town Meeting to consider the Zoning Bylaw amendment, and the petition is filed within 60 days of the end of that year.	24 VSA 4442(g)
5	Selectboard may MAKE MINOR CHANGES to the proposed Zoning Bylaw amendment at a Selectboard meeting, and then must warn and hold a public hearing prior to voting on whether to adopt the changed amendment or to warn a Town meeting vote on the adoption. The changed Bylaw must be filed with the Town Clerk and Planning Commission at least 10 days prior to the hearing, and the Planning Commission must amend its report and submit it to the Selectboard prior to the Selectboard public hearing. [Same process as #6 below]	24 VSA 4442(b)
6	Selectboard may MAKE SUBSTANTIAL CHANGES to the proposed Zoning Bylaw amendment at a Selectboard meeting, and then must warn and hold a public hearing prior to voting on whether to adopt the changed amendment or to warn a Town meeting vote on the adoption. The changed Bylaw must be filed with the Town Clerk and Planning Commission at least 10 days prior to the hearing, and the Planning Commission must amend its report and submit it to the Selectboard prior to the Selectboard public hearing. [Same process as #5 above]	24 VSA 4442(b)



Vermont League
of Cities & Towns



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The Bylaw Amendment Process

MAY 12, 2022

The issue of which bylaws to apply to a zoning application during the bylaw amendment process can be a confusing topic as evidenced by the controlling law:

If a public notice for a first public hearing ... is issued under this chapter by the local legislative body with respect to the adoption or amendment of a bylaw ... the administrative officer, for a period of 150 days following that notice, shall review any new application filed after the date of the notice under the proposed bylaw or amendment and applicable existing bylaws ... If the new bylaw or amendment has not been adopted by the conclusion of the 150-day period or if the proposed bylaw or amendment is rejected, the permit shall be



reviewed under existing bylaws and ordinances. An application that has been denied under a proposed bylaw or amendment that has been rejected or that has not been adopted within the 150-day period shall be reviewed again, at no cost, under the existing bylaws and ordinances, upon request of the applicant. 24 V.S.A. § 4449(d).

“ Generally, once a selectboard has issued notice of its first public hearing on the proposed bylaw amendment, the administrative officer (ZA) must then apply the proposed bylaws to any application for a period of 150 days. ”

Generally, once a selectboard has issued notice of its first public hearing on the proposed bylaw amendment, the administrative officer (ZA) must then apply the proposed bylaws to any application for a period of 150 days. If an application received during those 150 days can be approved under the proposed bylaw, then the ZA issues the permit conditioned upon the passage of the proposed bylaw. If the amendment is not adopted by the end of those 150 days, or as soon as a proposed bylaw amendment is rejected, the ZA must review the application again under the existing bylaw at no cost to the applicant. Essentially, this ensures that no application for development review is approved unless there are bylaws in full force and effect that support it. Shatney Home Occupation Denial, Docket No. 43-4-16 Vtec.

A proposed bylaw, however, will not take effect until 21 days after its adoption. 24 V.S.A. § 4442(c)(1). What happens then if the 150 days have elapsed but the bylaw is not yet effective because the 21 days have yet to pass?

In such a case, even though the proposal has been adopted, the ZA would need to apply the pre-existing bylaws because the newly adopted bylaws won't take effect until the 21st day after adoption. If the application cannot be approved under the pre-existing bylaws, the ZA must – once the 21 days pass – review the application again under the newly adopted bylaw at no cost to the applicant. If this is the first stage of a multi-stage review, it may be better for the



applicant to wait to submit their application, as the later stages will be reviewed under the newly adopted bylaws.

This confusing scenario can be avoided altogether by adopting or rejecting proposed bylaw amendments at least 21 days before the end of the 150-day period – or, 129 days from the posting of notice for the initial selectboard hearing on the proposed bylaw amendment. If you do end up in this grey zone, though, the ZA will need to review applications under the pre-existing bylaws, at least until 21 days elapse after adoption.

Authored By

Kail Romanoff

Staff Attorney I, VLCT Municipal Assistance Center



The Vermont Statutes Online

The Vermont Statutes Online have been updated to include the actions of the 2023 session of the General Assembly.

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

Title 24 : Municipal and County Government

Chapter 117 : Municipal and Regional Planning and Development

Subchapter 009 : Adoption, Administration, and Enforcement

(Cite as: **24 V.S.A. § 4442**)

§ 4442. Adoption of bylaws and related regulatory tools; amendment or repeal

(a) Public hearings. Not less than 15 nor more than 120 days after a proposed bylaw, amendment, or repeal is submitted to the legislative body of a municipality under section 4441 of this title, the legislative body shall hold the first of one or more public hearings, after public notice, on the proposed bylaw, amendment, or repeal, and shall make copies of the proposal and the written report of the planning commission available to the public upon request. Failure to hold a hearing within the 120 days shall not invalidate the adoption of the bylaw or amendment or the validity of any repeal.

(b) Amendment of proposal. The legislative body may make minor changes to the proposed bylaw, amendment, or repeal, but shall not do so less than 14 days prior to the final public hearing. If the legislative body at any time makes substantial changes in the concept, meaning, or extent of the proposed bylaw, amendment, or repeal, it shall warn a new public hearing or hearings under subsection (a) of this section. If any part of the proposal is changed, the legislative body at least 10 days prior to the hearing shall file a copy of the changed proposal with the clerk of the municipality and with the planning commission. The planning commission shall amend the report prepared pursuant to subsection 4441(c) of this title to reflect the changes made by the legislative body and shall submit that amended report to the legislative body at or prior to the public hearing.

(c) Routine adoption. A bylaw, bylaw amendment, or bylaw repeal shall be adopted by a majority of the members of the legislative body at a meeting that is held after the final public hearing and shall be effective 21 days after adoption unless, by action of the legislative body, the bylaw, bylaw amendment, or bylaw repeal is warned for adoption by the municipality by Australian ballot at a special or regular meeting of the municipality.

(d) Petition for popular vote. Notwithstanding subdivision (c)(1) of this section, a vote by the legislative body on a bylaw, amendment, or repeal shall not take effect if five percent of the voters of the municipality petition for a meeting of the municipality to consider the bylaw, amendment, or repeal, and the petition is filed within 20 days of the vote. In that case, a meeting of the municipality shall be duly warned for the purpose of acting by Australian ballot upon the bylaw, amendment, or repeal.

(e) Multipurpose hearings. Nothing contained in this chapter shall be construed to prohibit any public hearing held under this chapter to be held for more than one purpose under this chapter. A municipality may prepare and adopt a plan, one or more bylaws, and a capital budget and program in the same proceedings. However, all the provisions of this chapter applicable to each purpose of the hearing shall be complied with.

(f) Unorganized towns and gores. A bylaw, amendment, or repeal of a bylaw of an unorganized town or gore shall be adopted by a majority of votes cast at a meeting of the regional planning commission in which the unorganized town or gore is located at which a quorum is present. However, a bylaw, amendment, or repeal of a bylaw of the unified towns and gores of Essex County, namely Averill, Avery's Gore, Ferdinand, Lewis, Warner's Grant, and Warren's Gore, shall be adopted by the board of governors.

(g) Time for action. If the proposed bylaw, amendment, or repeal is not approved or rejected under subsection (c) of this section within one year of the date of the final hearing of the planning commission, it shall be considered disapproved unless five percent of the voters of the municipality petition for a meeting of the municipality to consider the bylaw, amendment, or repeal, and the petition is filed within 60 days of the end of that year. In that case, a meeting of the municipality shall be duly warned for the purpose of acting upon the bylaw, amendment, or repeal by Australian ballot. (Added 2003, No. 115 (Adj. Sess.), § 100; amended 2005, No. 30, § 2; 2005, No. 105 (Adj. Sess.), § 1, eff. April 5, 2006; 2007, No. 121 (Adj. Sess.), § 20; 2011, No. 155 (Adj. Sess.), § 15; 2023, No. 47, § 13, eff. July 1, 2023.)



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



CONTRACT # 25-010

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made this 24th day of May 2024, by and between the Windham County Sheriff's Office having its office in Brattleboro, Vermont (hereinafter the "Office") and the Town of Londonderry having its office in Londonderry, Vermont (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

Recitals

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

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

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

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

1. Scope of Services

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

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

2. Compensation

- A. The Office shall be paid at the Regular Rate of \$54.00 per hour per deputy, and will cover related expenses for the hourly wage of the deputy; including workman's compensation, unemployment, social security, federal/state withholdings, Police Professional Liability coverage and supervision. The hourly rate includes the mileage reimbursement rate for cruiser use.
- B. The Town shall pay to the Office the sum of \$56,160.00 for the services provided under this agreement.
- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$4680.00, due on or before the first of each month.
- D. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- E. The Town agrees to promptly pay said statement immediately after the Town's first Selectboard meeting, held for purpose of approving bills/invoices, following the receipt of said invoice for law enforcement services.
- F. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of 1½ (1.5%) per month, 18% per annum.
- G. The Town shall provide the Office with a signed copy of the contract prior to the start of services. Under exigent circumstances that may prevent a signature from the Town prior to the start of the services, the terms of this contract shall remain

binding.

3. Personnel and Hours Provided.

- A. The Office agrees to provide fully equipped and trained deputy sheriffs and fully equipped vehicles to provide services upon request of the Town Administration.
- B. The Office agrees that it will schedule deputies on a regular basis to meet a goal of approximately 20 hours a week of patrol coverage. The Office agrees that based on input of the Selectboard the numbers of hours per month will be adjusted to the specially identified needs of the Town
- C. The Town may provide the Office with a letter designating the names and/or positions of personnel authorized to request services under this agreement. Absent this letter, requests for service will only be accepted by the Office from the following, who will hereinafter be referred to as Town Administration:

Authorized Individuals/Positions

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

4. Equipment Provided by the Office.

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

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

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

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

6. Reporting and Documentation.

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

- 7. Insurance.** The Office shall purchase auto liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Office in the provision of the services under this Agreement.

8. Administration Fee. Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at any time during the term of this Agreement.

9. Term. The term of this Agreement shall be July 1, 2024 to June 30, 2025.

10. Notice/Renewal. On or before November 1, 2024 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.

11. Termination. Either party may terminate this agreement with 30 days prior written notice.

12. Conflicts of Interest and Interference with Law Enforcement Duties.

A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under this Agreement. For purposes of this Agreement, the terms “interfere” and “influence” shall mean any identification or use of an employee, official or agent’s position in the Town with the intention or purpose of shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.

B. Any employee, Officer or agent who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the matter to the Sheriff for an appropriate response.

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

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

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

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

Windham County Sheriff's Office

Town of Londonderry

By: _____
Mark Anderson, Sheriff

By: _____
Duly Authorized Agent

Date: _____

Date: _____



WINDHAM COUNTY SHERIFF'S OFFICE

Mark R. Anderson, Sheriff
PO Box 8126, Brattleboro VT 05304
Tel: (802) 365-4942
Fax: (802) 365-4945



October 24, 2023

Town of Londonderry
Attn: Selectboard
100 Old School Rd
Londonderry, VT 05155

To whom it may concern:

We are writing to inform you that the Windham County Sheriff's Office rates for policing services for FY2025 will be approximately the following:

- \$54 per hour for contracts of at least 2,000 hours, per annum
- \$64 per hour for anything less than 2,000 hours, per annum

Please accept these rates as being developed off of our standard contract we normally provide. They include the cost of a deputy, vehicle, supervision and supplies. The final cost may differ based upon contract negotiations. If you have any questions or would like to discuss this further, please don't hesitate to contact me.

Enclosed with this document, you'll find an invitation to a discussion with all the towns in Windham County that do not currently have a municipal police department to discuss regional policing. It is our intent that we continue to provide continuity of services under our current arrangement while developing an improved system that serves Windham County in a cost-effective, and better way.

Professionally yours,

A handwritten signature in black ink, appearing to read "Mark R. Anderson".

Sheriff Mark R. Anderson
Windham County Sheriff's Office

LONDONDERRY SELECTBOARD SUMMER SCHEDULE

2024

REGULAR MEETING SCHEDULE

PROPOSED SCHEDULE #1

PROPOSED SCHEDULE #2

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Regular Meeting date
 Special Meeting scheduled
 Holidays - July 4 & September 2
 Alternate Meeting Date

Other Holidays
 JUN 19 - Juneteenth
 AUG 16 - Bennington Battle Day
 OCT 9 - Indigenous Peoples' Day