

Wilmington Selectboard Agenda

May 19, 2020 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of May 5, 2020 (5 minutes)
3. Beaches (10 minutes)
 - *Fairview Ave and Lake Raponda*
4. Summer and Fall Programs/Large Crowds (30 minutes)
 - *The Selectboard to discuss the upcoming summer and fall programs, and events that draw large crowds.*
 - *National Trails Day*
5. 1% Local Option Tax Fund Request (10 minutes)
 - *The Selectboard to possibly approve a 1% request from the Trails Committee in the amount of \$5,256.55.*
6. Police Department Boat (15 minutes)
 - *The Selectboard to discuss and possibly authorize the Police Chief to execute an MOU with the Department of Public Safety for use of Vermont State Police Marine Division Patrol/Rescue Vessel.*
 - *The Selectboard to possibly approve the Police Boat Policy.*
7. Financial Review (20 minutes)
 - *Financial Review*
 - *COVID-19 Related hardship requests*
8. Policies (20 minutes)
 - *The Selectboard to possibly approve the COVID-19 policy*
 - *The Selectboard to possibly approve the updated personnel policy.*
9. Liquor Licenses (5 minutes)
 - *The Selectboard to possibly approve a First and Third class liquor license and Outside Consumption Permit for VT Gold Hospitality dba The Stack Restaurant at 70 Spyglass Drive and HMC Hospitality Inc dba Hermitage Club at 183 Gatehouse Trail; an Outside Consumption Permit for Jim's Bistro at the Roadhouse dba The Roadhouse at 4 Old Ark Rd; a First Class renewal for The Village Roost LLC dba The Village Roost at 20 West Main St*
10. Other Business
11. Select Board Members Comments
12. Town Manager's Updates (10 minutes)

Requests For Funding Through the 1% Local Option Tax Fund

Name of Person/Organization/Business/Committee

Jake Roberts. TC chair.

Date of Request

5/15/2020

Contact person, phone numbers, mailing and email address

Jake Roberts 4133364866, jake@ppsnewengland.com

Amount of Request and Date Funding Needed

1. \$3756.55 for trail mowing for season. Need: asap.
2. \$1500.00 . No due date

Describe in detail the purpose and specific use of the funding

3. \$3756.55 for trail mowing. 2020 season. Need: Asap. First mowing to begin to prep for memorial weekend on certain trails close to the village.
4. \$500 for lumber. No due date
5. \$500 for signage. No due date
6. \$500 for miscellaneous costs. No due date.

Please provide a financial breakdown of your project/request.

See attached proposal from Peak property services for mowing details.

The \$1,500.00 has no specific project outline or scope.

Briefly describe the need for the funding and any other information that can support the application.

The \$1,500.00 has no specific project outline or scope. It's a small sum that we expect for periodical small maintenance items that arise. For example, but not

limited to; Damaged signage, map printing, broken bridges or reimbursements to members for expenses incurred.

The mowing is crucial to the use and reputation of our trails and has proved popular from trails user feedback. It controls the growth and keeps them from quickly becoming overrun. Especially trails in full sun such as the valley trail and beaver brook. Others have issues with berries making them completely impassable once they take over. The frequent mowing promotes usage on these heavily travelled trails which is only increasing in these times of social distancing.

Signature of Applicant

Jake Roberts.

Date

05/15/2020



Town Of Wilmington VT
 PO BOX 217
 Wilmington, VT 05363

Hi Town Of Wilmington VT,

Thank you for sharing interest in Peak Property Services LLC.

We have compiled below an estimate for services that your property requires.

If I have not covered everything you requested or you require more information please let us know.

Service Name	Estimate Description	Amount
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Valley trail. Wilmington to Chimney Hill office. 10 Visits	1138.35
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Shearer Hill Trail 2 visits	303.56
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Rapondah ridge loop 2 Visits.	303.56
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Valley Trail. Chimney Hill to Haystack 3 visits	683.01
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Beaver Brook Trail 10 visits	758.90
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Hoot, Toot, and whistle trail entrance at Moover, boardwalk and Reardon bridge. 3 visits	341.51
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Monument trail. Currently not needed. Will Assess as per requested.	0.00
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Rapondah trail. Entrance from Whites road. And behind Joannes's place.	0.00
Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Lisle Hill	227.67

Service Name	Estimate Description	Amount								
	3 visits.									
Estimate Total \$3,756.56		<table border="1"> <tr> <td data-bbox="1123 192 1369 226">Subtotal</td> <td data-bbox="1369 192 1492 226">\$3,756.55</td> </tr> <tr> <td data-bbox="1123 226 1369 259">Discounts</td> <td data-bbox="1369 226 1492 259">\$0.00</td> </tr> <tr> <td data-bbox="1123 259 1369 293">Sales Tax</td> <td data-bbox="1369 259 1492 293">\$0.00</td> </tr> <tr> <td data-bbox="1123 293 1369 349">Total</td> <td data-bbox="1369 293 1492 349">\$3,756.55</td> </tr> </table>	Subtotal	\$3,756.55	Discounts	\$0.00	Sales Tax	\$0.00	Total	\$3,756.55
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All proposals and services are subject to the PPS service agreement which can be found here: <https://www.peakpropertyvt.com/contact/>. Any verbal or electronic acknowledgement of services is subject to the service agreement.

Name _____

Thank you for your business!

Po Box 1824
Wilmington, VT 05363

802-266-2244 jake@ppsnewengland.com



WILMINGTON POLICE DEPARTMENT POLICIES AND PROCEDURES

SUBJECT: POLICE BOAT POLICY

EFFECTIVE DATE: 6/1/2020

REVIEW DATE: 05/6/2020

APPROVED: Matthew Murano
Chief of Police

NOTE: *This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.*

INDEX WORDS: marine, recreational enforcement, rescue, collisions (watercraft), boat patrol, and equipment

I. POLICY:

The purpose of this policy is to promote officer safety and the safety of all person(s) using our bodies of water by establishing guidelines for making decisions with due regard to police boat operation in responding to non-emergency calls, service calls, emergency calls and general operations while on patrol.

II. DEFINITIONS:

Police Boat: Any watercraft utilized by this agency in the performance of the department's mission.

Boat Patrol: Policing activities including; recreational enforcement, water search and rescue operations, community relations and criminal interdiction that are conducted using the WPD police boat.

Crew Chief: A Wilmington Police officer trained in the police/rescue operations of the police boat who has been designated as officer in charge for the boat patrol.

Crew Member: Any trained, qualified personnel on the police boat who are not the crew chief.

WPD: Wilmington Police Department

WFD: Wilmington Fire Department

F&W: Fish and Wildlife (Game Wardens)

VSP: Vermont State Police

WPD Duty Officer: Wilmington Police Officer on duty

Watercraft: a boat or other vessel (powered or non-powered) that travels on water.

II. PURPOSE:

The Wilmington Police Department maintains a police boat to effectively provide police services to users of the bodies of water in Wilmington. Services provided include, but are not limited to, search and rescue operations, investigate, interdict, and apprehend waterborne violators in concert with other local, state, and federal law enforcement agencies. Recognizing the inherent hazards and risks of this mission, it is the policy of the Wilmington Police Department to provide and maintain the safest possible working conditions.

III. PROCEDURES:

A. Assigned Officers:

1. Officers will be assigned to boat patrol by the Chief of Police or his designee.

B. Training;

1. In addition to meeting their annual training requirements and certifications officers assigned to boat patrols will also have the following:
 - a. a Vermont approved boat operator certification course.
 - b. are capable swimmers
 - c. have training in water rescue
 - d. have been trained on police boat operations by the Chief of Police or his designee.
 - e. are familiar with the operational body of water.

C. Equipment:

1. Safety and Equipment checks will be performed as prescribed in training before each use of the police boat.
2. Any equipment lost, misused or damaged shall be reported immediately in writing to the Chief of Police or his designee.
3. At a minimum, the following safety equipment is required:
 - a. Life jackets and at least one throw-able device;
 - b. Anchor and line;
 - c. Dock lines;
 - d. Navigation equipment;
 - e. Flares;
 - f. Fire extinguisher;
 - g. Spot light; and
 - h. First aid kit.

D. Agency Assists:

1. The Wilmington Police Department police boat maybe deployed for search and rescue operations when properly trained officers are available. Priority is to waterbodies located in the Town of Wilmington.

2. Upon request from an agency seeking police boat assistance the WPD duty officer will contact the Chief of Police or his designee. The request will be evaluated and if granted properly trained officers will be contacted.
3. Historically the WPD works with the WFD on search and rescue operations. The WPD will train with WFD to make sure some of their able members are trained to deploy as crew members on the police boat.
4. The police boat can be deployed only with the following manpower;
 - Minimum of 2 trained WPD officers
 - or - 1 WPD Officer and a trained member of the Wilmington Fire Department or a trained member of Deerfield Valley Rescue on board.
 - or - 1 WPD Officer and a trained member of VSP or F&W
5. Vermont State Police may request the use of the police boat when WPD personnel are not available to assist. The WPD duty officer who is made aware of this request will coordinate with the VSP point of contact for the pick-up of the police boat. The WPD duty officer will document in writing the following;
 - VSP point of contact who is responsible for the boat while in their use.
 - condition of boat and equipment both on release and upon return
 - date and time of release and of return
 - WPD duty officer will notify all WPD staff by email of the police boat being unavailable and for the approximate duration.

When the police boat is returned the WPD duty officer will conduct Safety and Equipment checks on the boat. Any deficiencies will be noted and reported to the Chief of Police or his designee.

E. Risk

1. The Wilmington Police Department recognizes that some element of risk is inherent to every mission. Risk management is the process of identifying the risks and measuring those against the overall value gained by completing the operation. Unnecessary risks should not be taken. A risk is one that could be reduced or eliminated and still permit accomplishment of the mission. The decision to accept a risk must be made at a level consistent with the implication of acceptance and by those who will be held accountable for the decision. Risk is acceptable if the benefits outweigh the costs.

F. Transport/Launch

1. Only officers trained in the towing of a boat and trailer shall tow them.
2. When a boat and trailer need to be backed up (reverse) in a public access area the driver shall use a spotter for safety.
3. No trailer will be moved or towed until all towing and trailering equipment has been properly checked so as to allow the safe movement of the same.

G. CITIZEN TRANSPORT REQUIREMENT (non-emergency)

1. Any person who is not an employee of the Wilmington Police Department, a law enforcement officer, or a member of a task force affiliated with the Wilmington Police Department will sign a hold harmless agreement (ride along waiver) prior to being conveyed on a vessel that is under the control of the Wilmington Police Department.

H. Towing-Disabled Watercraft

1. As a function of WPD's community care taking the need may arise to tow a disabled watercraft.

- If possible a tow line from the disabled watercraft will be run to the police boat. The tow line will be attached to the disabled watercraft by the owner of that watercraft unless unable to perform the task.

- During towing operations all persons will be seated at all times on the disabled watercraft.

- Disabled watercraft will be towed to the nearest boat ramp unless for investigative purposes in which case the crew chief will determine location.

I. Boarding Watercraft

1. As a matter of routine practice WPD officers will not board privately owned watercraft.

2. Inspections if possible shall be conducted from vantage points outside the privately owned watercraft.

3. Officers may board privately owned watercraft during emergencies, rescues and for the investigation of crimes.

J. Boat Patrol Plan

1. Approved boat patrols shall be conducted at all times with safety as the priority.

2. The crew chief shall notify dispatch of the boat patrol plan including; location, date, times, officers involved and methods of communication to be used during the patrol. During the patrol the crew chief shall check in at least hourly with dispatch.

K. Persons in Custody

1. Officers required to take persons into their custody while on boat patrol will use extreme caution.

2. If it does not jeopardize the safety of the officers they shall put a Class I PFD on the subject to be taken into custody prior to any further action.

3. Officers should consider the increased potential for injuries while moving a restrained subject on a watercraft. If it does not jeopardize the safety of the officers, they may transport cooperative in-custody subjects with no restraints.

4. In custody subjects will be transported to the nearest adequate landing and turned over to WPD officer or other law enforcement officer for transport as needed.

(802) 878-7111

STATE OF VERMONT
DEPARTMENT OF PUBLIC SAFETY
VERMONT STATE POLICE



MARINE DIVISION
2777 Saint George Road
Williston, VT 05495

MEMORANDUM OF UNDERSTANDING

For use of Vermont State Police Marine Division Patrol/Rescue Vessel

Between

*The State of Vermont, Department of Public Safety, 45 State Drive, Waterbury, Vermont 05671
(hereinafter "STATE")*

And

*The Wilmington Police Department 2 East Main Street, Wilmington, Vermont 05363
(hereinafter "WPD"; hereinafter, collectively with the STATE, "PARTIES")*

WHEREAS, the STATE is the owner of a certain Vermont State Police Marine Division patrol/rescue vessel, which is more particularly described below.

WHEREAS, WPD serves towns in the Windham County area and wishes to use such patrol/rescue vessel to conduct recreational boating safety enforcement patrols and recreational boating safety related search and rescue response calls;

WHEREAS, the STATE wishes to support the above described law enforcement functions of WPD for purposes of promoting public safety on Vermont's waterways, specifically Harriman Reservoir in the Town of Whitingham.

NOW, THEREFORE, for good and valuable consideration, including the terms and conditions set forth below, the STATE approves WPD's use of such patrol/rescue vessel as described below:

1. **License.** Subject to all of the conditions and terms contained herein, the STATE hereby licenses use of the following vessel and associated equipment (hereinafter the "Licensed Property") to WPD solely for the recreational boating safety enforcement patrols and recreational boating safety related search and rescue response calls:

Triton brand 16 foot center console vessel bearing HIN# TJZ200C6E202, model year 2002, equipped with a Mercury, 60 horsepower motor, bearing serial number 0T641149

2. **Term.** This license shall be for one (1) year period, commencing May 20, 2020 and ending May 19, 2021. The license term may be extended by mutual written agreement of the parties.
3. **Cancellation.** Either party may cancel this license with thirty (30) days prior written notice to the other party.
4. **Maintenance, Repairs, Operating Expenses, and Damages.** During the License term, WPD shall be responsible for providing adequate property and liability insurance on the Licensed Property as described herein. WPD will also maintain and service the Licensed Property according to manufacturer's recommendations in order to keep the Licensed Property in good condition. When WPD takes possession of the Licensed Property, it shall assume responsibility for any loss or damage to the licensed property. In the event of loss or damage to the Licensed Property, WPD shall immediately notify STATE and notify WPD's insurance company. In the event repairs are undertaken, any replacement parts or materials must be new original equipment manufacturer parts or materials, or parts or materials of equal quality and design as determined by the STATE. WPD will pay all maintenance and operating expenses associated with the Licensed Property, including any lubricant, fuel, cleaning, mooring and storage costs. WPD will follow manufacturers' instructions in any recall. If WPD fails to comply with any of the obligations in this section, STATE may perform the necessary tasks and WPD shall reimburse the STATE for its costs. WPD may mark the Licensed Property with WPD's logos or other insignia. At the end of the License term, WPD shall return the Licensed Property to the STATE in the same condition in which it was delivered to WPD, including removal of any WPD logos or other insignia, normal wear and tear excepted.
5. **Retrieval, Training, and return.** WPD shall be responsible for transportation, staff time and all other costs associated with: retrieval of the Licensed Property from a location designated by the STATE at the start of the License term; necessary training for WPD's

staff in the proper maintenance and operation of the Licensed Property; and return of the Licensed Property to a location designated by the STATE at the end of the License term.

6. Defense/Indemnification.

A. WPD shall defend the STATE and its officers and employees against all claims or suits arising in whole or in part from any act or omission of WPD or of any agent of the WPD. The STATE shall notify WPD in the event of any such claim or suit, and WPD shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

B. After a final judgement or settlement, WPD may request recoupment of specific defense costs and may file suit in Vermont Superior Court, Civil Division, Washington Unit requesting recoupment. WPD 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 WPD.

C. WPD shall indemnify the STATE and its officers and employees in the event that the STATE, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of WPD or of any agent of WPD.

7. **Assignment.** This License is issued to WPD and is not assignable without the prior written approval of the STATE. WPD shall not sublicense any other person or entity to use the Licensed Property in any way without the prior written approval of the STATE.

8. **Entire Agreement.** This License represents the entire agreement between the Parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

9. **Applicable Law.** This License will be governed by the laws of the State of Vermont.

10. **Insurance.** Before taking possession of the Licensed Property under this License, WPD shall ensure certificates of insurance are obtained with the following minimum coverages. It is the responsibility of the WPD to maintain current certificates of insurance through the term of the License.

A. **Workers' Compensation.** With respect to all operations performed, WPD shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

B. **General Liability and Property Damage.** With respect to all operations performed under this License, WPD shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations
Independent Contractors’ Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Products/completed products aggregate
\$50,000.00 Fire Legal Liability

WPD shall name the State of Vermont and its officers and employees as additional insureds on this policy for liability arising out of this License.

C. Automotive Liability, WPD shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the License. Limits of coverage shall not be less than: \$1,000,000.00 Combined single limit. WPD shall name the State of Vermont and its officers and employees as additional insureds on this policy for liability arising out of this License.

D. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of WPD for WPD’s operations. These are solely minimums that have been set to protect the interests of the STATE.

11. **Inspection.** The STATE shall have the right to inspect the Licensed Property at any reasonable time and place during the term of this License.
12. **Records Available for Audit.** WPD will maintain all books, documents, papers, records and other evidence pertaining to this License and make them available at reasonable times during the period of this License and for three years thereafter for inspection by any authorized representatives, 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. The STATE by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the WPD’s acts and/or omissions under this License.
13. **Fair Employment Practices and Americans with Disabilities Act.** WPD agrees to comply with the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. WPD shall also ensure to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities

provided by WPD under this License. WPD further agrees to include this provision in all subcontracts that in any way relate to the Licensed Property.

14. **Notices.** Notices required by this License shall be sent to the following addresses.

If to STATE: Major James Whitcomb
Major, Vermont State Police
45 State Drive
Waterbury, Vermont 05671

With copy to: Sergeant Trevor Carbo
Marine Division Commander
2777 Saint George Road
Williston, Vermont 05495

If to WPD: Chief Matthew Murano
2 East Main Street
Wilmington, Vermont 05363

15. **Effect.** This License shall not create or vest in WPD any ownership or property rights in the Licensed Property. The rights of WPD shall be, and shall remain, a mere license.

WILMINGTON POLICE DEPARTMENT

By: _____

Name: _____

Date: _____

STATE OF VERMONT, DEPARTMENT OF PUBLIC SAFETY

By: _____

Name: _____

Date: _____

S.344

An act relating to temporary municipal tax rate provisions in response to COVID-19

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. MUNICIPAL PROPERTY TAX; TEMPORARY PROVISIONS

AUTHORIZING DEADLINE EXTENSION, WAIVER OF
PENALTIES AND FEES, AND ADJUSTMENT OF MUNICIPAL
TAX RATE

(a) Notwithstanding any provision of law to the contrary, during a declared state of emergency under 20 V.S.A. chapter 1 due to COVID-19, the legislative body of a municipality is authorized to:

(1) extend or establish a new time and method of payment for the municipal property tax and statewide education property tax collected by the municipality from taxpayers;

(2) establish a grace period for, decrease, or waive any penalty, interest, or fee imposed on taxpayers for the late payment of the municipal property tax or statewide education property tax collected by the municipality; and

(3) reduce the municipal property tax rate.

(b) The acts permitted by subsection (a) of this section may be adopted by majority vote of the legislative body of a municipality and shall expire on January 1, 2021.

(c) This section shall apply only to property taxes collected by a municipality from the taxpayers. This section shall not apply to any deadlines, penalties, or interest imposed on a municipality with respect to payment of the statewide education property tax due to the State or a school district.

Sec. 2. EFFECTIVE DATE

This act shall take effect on passage.