

Wilmington Selectboard Agenda

October 6, 2020 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of September 15 and 28, 2020 (5 minutes)
3. Action Items (10 minutes)
 - *The Selectboard to possibly approve a Letter of Intent to participate in the Municipal Roads Grants In Aid Program*
 - *The Selectboard to possibly approve the winter salt quote from American Rock Salt for \$64.00/ton*
4. Tax Rates (10 minutes)
 - *The Selectboard to possibly amend the late filing fee for homestead declarations.*
 - *The Selectboard to possibly set the tax rate for tax year 2020*
 - *The Selectboard to possibly set tax due dates for tax year 2020*
5. Traffic Ordinance (15 minutes)
 - *The Selectboard to review the traffic study submitted by Chief Murano*
 - *The Selectboard to possibly approve the amended traffic ordinance.*
6. BDCC (20 minutes)
 - *The BDCC to give an update and submit their annual request of \$5648.*
7. Wilmington Works (20 minutes)
 - *Wilmington Works to give a presentation on their organization.*
 - *The Selectboard to possibly appoint a representative to the Wilmington Works Board.*
8. Other Business
9. Select Board Members Comments
10. Town Manager's Updates (10 minutes)

**LETTER OF INTENT TO PARTICIPATE IN THE
MUNICIPAL ROADS GRANTS-IN-AID PROGRAM**

(page 3 of 3)

We, the Legislative Body of the Municipality of Wilmington certify
that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by June 30, 2021.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Contact your Regional Planning Commission or refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically-connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Consult with the Regional Planning Commission prior to construction of the BMPs to conduct a required site visit and verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally-owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Work with the Regional Planning Commission to complete all reporting and invoicing requirements.
- Comply with the MRGP before requesting reimbursement from the State for construction and equipment costs. Full compliance with the MRGP includes full payment of MRGP fees, required MRGP forms and Annual Planning Report.

Date: _____

(Duly Authorized Representatives)

This signed letter is due by **October 30, 2020**

Return signed Letter of Intent to: Municipal Roads Grants-in-Aid Program, c/o Northwest Regional Planning Commission, 75 Fairfield Street, St. Albans, Vermont 05478 or email to GIA@nrpcvt.com.



Town of Wilmington
PO Box 217
Wilmington, VT 05363

September 28, 2020
Customer#: 014535-000
County: Windham
jdefrancesco@wilmingtonvt.us

2020-2021 Quotation for BULK ICE CONTROL ROCK SALT

<u>Source of Supply</u>	<u>Delivered Price/Ton (USD)</u>
Troy, NY	\$64.00/ton

- Please note the rock salt we furnish is produced in the United States with American labor and is treated with anti-caking agent.
- Delivered Pricing is based on full truckload quantity for delivery, normally 30-35 tons (22 ton minimum) and/or weight dependent on local regulations.
- Normal delivery is 3 to 5 working days after receipt of order and is subject to availability.
- Payment Terms are NET 30 days from shipment date after which interest will accrue at 2% per month. No orders will be accepted until account is brought up to date.
- This Quotation is limited to your 2020-2021 Estimated Tonnage as listed below through 5/31/21 and is subject to availability.
- This quote must be accepted and acknowledged within 15 days from the date of this proposal. Quote will not be accepted and will be considered invalid after that date.
- Orders may be placed by calling our toll-free number (888) 762-7258. Normal hours of operation are from 8am to 4:30pm. American Rock Salt has made available a website for placing orders on-line, call for details!

Thank you for the opportunity to submit our quotation. We look forward to doing business with you during the 2020-2021 season.

Sincerely,

Jamie A. McClain
Marketing Manager
(888) 762-7258
jamie.mcclain@americanrocksalt.com

ACKNOWLEDGEMENT: PLEASE COMPLETE THE INFORMATION BELOW AND FAX TO (585) 243-7676. YOU MAY ALSO E-MAIL YOUR RESPONSE TO CUSTOMERSERVICE@AMERICANROCKSALT.COM. **THIS INFORMATION MUST BE FILLED OUT AND RETURNED BACK BEFORE WE CAN PLACE AN ORDER FOR YOU.**

2020-2021 Estimated Tonnage: _____ TONS	Name:
Signature:	Title:
Phone:	Date:
Fax:	Mobile #:
Email Address:	



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Thursday, October 01, 2020

Billing Information		Shipping Information	*Contact Information	
Account Number	1500012353	2500012102	Attn:	VALUED CUSTOMER
Name	WILMINGTON TOWN OF	WILMINGTON TOWN OF	Title	
Address 1	2 E MAIN ST	40 BEAVER ST	Phone	
P O Box			Fax	
City State Zip	WILMINGTON, VT 05363-9645	WILMINGTON, VT 05363-9645	Mobile	
County	WINDHAM		e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2020/2021 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
BULK DEICING SALT	\$70.50	850	ROCKINGHAM
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from October 1, 2020 through April 30, 2021. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2020, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
----------------------	--------	---------------------	-----

Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope Senior Sales Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.
2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.
3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.
4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.
5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.
6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.
7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.
8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.
9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.
10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.
11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.
12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 2 of 2



July 15, 2020

Town of Wilmington Selectboard
P.O. Box 217
Wilmington, VT, 05363

Dear Town of Wilmington Selectboard:

Our Southeastern Vermont communities have been carefully navigating the upheaval, uncertainty, and impacts of the COVID-19 crisis with modest degrees of success. From local mutual aid societies, to school districts and regional food organizations, a network of local and regional agencies and volunteers have come together to support people - as we Vermonters always do.

Brattleboro Development Credit Corporation (BDCC) has been actively addressing COVID's economic impacts. Throughout the first days, weeks, and months of the crisis, every member of BDCC's team pivoted to providing direct business, nonprofit, and municipal support; helped connect over 375 businesses with "PPP" and EIDL federal relief programs; and provided USDA backed low-interest disaster loans to those who could not access other federal relief programs. We continue to convene weekly calls with state and federal officials to ensure the region's needs are heard, and that our regional partners are able to maximize efforts to deliver consistent communications to our businesses, employers, and communities.

We also bring technical assistance to people via webinars, as well as one-one-one support, to assist our small businesses and employers in accessing federal and state recovery programs necessary to their survival. Through our existing USDA-funded, Southern Vermont Economy Project (SVEP) we have added webinars and technical assistance to help local officials navigate everything from how to host a committee meeting on Zoom, to what we ought to be considering as far as municipal budgets and COVID impacts. We will continue to flex our programs and be regionally responsive, as recovery continues in the months and years ahead.

Rebounding from a crisis of this magnitude requires a plan for the long haul combined with short term actions and more involved solutions that will not all be executed overnight. We know businesses and the region need ongoing help now, and we will endeavor to ensure that aid is not provided at their future expense.

Southeastern Vermont Economic Development Strategies (SeVEDS) was born out of other disasters: Tropical Storm Irene and the closure of Vermont Yankee. Today, BDCC's programs are led with research and strategies that have translated those recovery experiences into action. We know that economic impacts occur and must be addressed at a regional scale. Since 2007, SeVEDS (founded as an affiliate of BDCC) has taken a proactive, long-term regional approach to encouraging the development of better wages, retaining and attracting young people, keeping people employed, and fostering a quality jobs base – these are critical to the sustainability of our communities. It is beyond the capacity of any single community to address these key economic indicators at any scale.



SeVEDS' strategy development is guided by the region's Comprehensive Economic Development Strategy (CEDs) and is made possible by funding from our municipal partners. The newest five-year plan, the 2019 Southern Vermont CEDs, is the region's next step towards becoming an Economic Development District to have better access to federal support for economic development efforts. The plan is available on BDCC and SeVEDS' websites. An annual CEDs Project collection and ranking process is an opportunity for your local projects to become part of a regional priority list that makes these efforts more visible to state, federal, and private funders. The development of an addendum to that strategy, acknowledging new challenges and opportunities created by the COVID-19 shutdown, is currently underway.

SeVEDS creates strategies designed to achieve long-term objectives. BDCC attracts resources and builds programs with regional partners. Both help to build a more vibrant resilient economy. Please see the attached programs sheet for more detail, or visit brattleborodevelopment.com

Since 2012 SeVEDS has asked every town we serve to support long-term economic strategies for growth and prosperity through municipal funding. In 2020, sixteen communities funded SeVEDS, representing over 75% of Windham residents. SeVEDS and BDCC leverage municipal support making our innovative planning and programs possible and helping us secure millions of new state and federal funding for the region – sometimes for BDCC programs and projects, but often for programs and projects for other organizations. The capacity that municipal investment has helped to build by investing in SeVEDS makes it possible for this organization to invest in individuals, non-profits, towns, and businesses of all sizes that power the economy.

In support of SeVEDS continued and expanded regional efforts, we are requesting municipal funding for the 2021-2022 fiscal year. We ask every town in the Windham Region to contribute towards regional economic development efforts at the rate of \$3.00 per person, based on town population. **We are asking the Town of Wilmington to place SeVEDS in the 2021 general fund budget to appropriate \$5,628 (based on a population of 1,876) to support continued implementation of SeVEDS efforts.**

We will follow up to schedule time for our staff to meet with your Selectboard to answer any questions regarding this request, and to provide updates on regional programs and projects.

Thank you for your consideration and I look forward to following up with the board.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Grinold", written over a horizontal line.

Adam Grinold

Executive Director

Brattleboro Development Credit Corporation

2020 BDCC & SeVEDS Overview

Southeastern Vermont Economic Development Strategies, founded as an affiliate of the Brattleboro Development Credit Corporation (BDCC), takes a proactive, long-term approach to economic development. Our work is guided by the Comprehensive Economic Development Strategy (CEDS) regional plan funded by municipal investment. Its goals are simple: **Strengthen Business, Support People**. SeVEDS leads regional economic development with strategy and insight. Municipal dollars help fund, and secure additional funding for, programs. These initiatives are the direct result of the CEDS, and SeVEDS research:

- **Capacity-building for communities.** BDCC's Southern Vermont Economy Project & Community Facilities Assistance Program help towns and non-profits advance local projects. Examples of resources available;
 - Direct assistance for local community facilities projects.
 - Ongoing trainings and webinars on topics such as neighborhood revitalization, the census, broadband.
 - A Project Development training series: Project Stewardship, Financial Management, Project Management and Grant writing workshops.
- **The Pipelines and Pathways Program** provides career awareness and development in all four Windham high schools and the Windham Career Center to increase access to opportunities for every young person. Activities include;
 - Field trips, workplace visits, professional speakers and mentors.
 - The annual Sophomore Summit (going virtual this fall!).
 - Career-readiness trainings, connecting kids with real skills needed to enter real career pathways.
- **Southern Vermont Young Professionals** engages people building careers and lives here through;
 - Networking events and a referral network to welcome newcomers and returners to the region.
 - Financial literacy classes, homebuyer trainings, volunteer opportunities and professional development.
- **BDCC Paid Internships** place college students of all ages with local employers to increase access to career opportunities and help employers attract and retain talented people
- **The Workforce Center of Excellence** is helping to build a regional workforce development system that connects people with opportunities, and employers with people.
 - Convening regional partners in workforce development quarterly and at an annual Employer / Provider Workforce Summit.
 - Running the annual Career Expo for jobseekers and career-changers (going virtual this fall!).
 - Working with employers to fund new workforce training programs.
- Support **small businesses and startups** with innovative services, lending and technical assistance through;
 - Working each year with employers that provide 25% of the regional jobs base.
 - Trainings and one-on-one technical assistance for entrepreneurs who need help with succession planning, business planning and borrowing, and business "incubation".
 - Financing –connecting people with funders and providing a low-cost USDA-backed "microloan".
- In response to **COVID-19** BDCC & SeVEDS created new webinars and online resources, and provided thousands of personal assists to small businesses, non-profits and towns. We remain committed to ensuring all possible relief and assistance reaches this region so we can plan for a full recovery.

As we have in the past, we will continue to visit every community whether that's in person or virtually in order to listen, learn, and respond to your needs. We always welcome your questions. Please feel free to contact BDCC Executive Director, Adam Grinold at 257-7731 ext 224.