

Wilmington Selectboard Agenda December 1, 2020 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of November 17 and 24, 2020 (5 minutes)
3. Social Services (20 minutes)
 - *Deerfield Valley Food Pantry*
 - *Deerfield Valley Community Partnership*
 - *Southern Vermont Therapeutic Riding*
 - *Vermont Disaster Animal Recovery*
4. Listers (15 minutes)
 - *The Selectboard and Listers to discuss the possible change to a professional assessor's office, and an article on the town meeting ballot.*
5. Health Insurance Policy (20 minutes)
 - *The Selectboard to review and possibly approve the group medical benefits and domestic partners policy.*
6. Stump Jumpers (10 minutes)
 - *The Stump Jumpers to give an update on the trail off of Haynes Rd.*
7. Hermitage Members Club (15 minutes)
 - *The HMC to give the Selectboard an update on their upcoming season*
8. COVID Loans (20 minutes)
 - *The Selectboard to possibly give the Town Manager authority to change the loans granted to local businesses due to COVID-19 to grants if they meet the state's criteria.*
9. Action Items (5 minutes)
10. Other Business
11. Select Board Members Comments
12. Town Manager's Updates (10 minutes)

2020 Deerfield Valley Food Pantry Annual Report

The Deerfield Valley Food Pantry continues to provide supplemental food assistance to our neighbors in need. Every month enthusiastic volunteers serve approximately 100 families, representing around 250-300 people from local towns. Supplying our desired offerings can be challenging, but we continue to provide our customers with at least a week's worth of foods, including non-perishable staples, meats, eggs, dairy items, fresh produce and bread at every distribution.

Our many sources of foods allow us to be very efficient in the spending of the funds generously donated to us. All the behind the scenes efforts by the Board of Directors and dedicated volunteers are greatly appreciated. Volunteer staffing is well coordinated and shifts are as short or long as a person can commit to. Any interested volunteers are urged to contact a current Board Member to join.

Although we have had to temporarily suspend donated food collection due to the pandemic, we have received generous monetary donations and grants to help us supplement this loss. In addition, we have lost all three of our major fundraisers this year due to Covid 19. So, no Annual Bike Ride in August, no Holiday Concert at Memorial Hall and no Fill the Bus at Shaw's this year. Fortunately, our Valley neighbors have stepped up their financial contributions and we have received significant grants and donations from charitable foundations, local associations and businesses. Our website and Paypal account have helped to encourage this very welcome generosity!

Our last "normal" distribution took place in February of 2020. Then the pandemic dramatically changed our ways of distribution. A set of procedures was written to address Covid 19 and to prevent infection. No shoppers can enter the building now and instead have bags of food placed directly into their vehicles. Limited numbers of volunteers prepare for distributions in order to comply with social distancing directives. New bags have been purchased and are being used to give out food for sanitary reasons.

Using the additional monetary donations received as a result of the pandemic, we added a second monthly distribution for a few months to share those extra funds. This additional distribution started on May 30 and people were given meats, dairy products and fresh vegetables. As demand waned, we discontinued this extra event, but stand ready to implement it again if needed.

Local volunteers provide food to local needy customers each month. Your monetary support is needed as we continue this valuable service.

Respectfully submitted,
Evon Mack
On behalf of the Board of Directors

Deerfield Valley Community Partnership

The Deerfield Valley Community Partnership (DVCP) is celebrating its 26th year of working on preventing alcohol, tobacco and other drug use among our youth. We have sponsored the following programming and activities in our schools and communities:

Community Activities:

**Parent Education:* Informational mailings/newsletters, speaker events, and presentations.

**Policy work:* Smoke free parks & business entrances, legislative advocacy (conversations with state legislators about substance use and health issues), substance free community events.

**Social Norms Campaigns:* ParentUP Campaign (parent education & tips), Lock Your Meds—prescription drug misuse prevention campaign, Do Your Part statewide campaign.

**Trainings:* Department of Liquor Control Responsible Beverage Service annual training for local retailers to prevent sales of alcohol and tobacco to minors and False ID trainings for local alcohol servers and retailers.

**Community Events:* Choose sNOW (collaboration with Mount Snow for student/parent educational presentations and student season passes). Note: annual events such as Blueberry Family Night, Parents Night Out, February Fun Event, Halloween Event were cancelled due to COVID-19.

**Sticker Shock-* Collaboration with local retailers to inform the public about Vermont laws and penalties for providing alcohol to minors.

**Monthly Community Meetings on Addiction/Recovery:* Facilitated the start of the Opioid Task Force that evolved into the Voices of Hope Group and now participating as a partner. Work includes education on stigma around substance abuse disorders; information regarding addiction and opioids; support for those suffering from substance use disorder and their families, support for those in recovery, and access to resources.

School Activities:

**School Policy Work:* School alcohol, tobacco and other drug policy, wellness policy.

**Youth Empowerment Programming:* High school community service group (Wildcat Club), high school prevention groups (PRIDE & OVX), middle school Vermont Kids Against Tobacco (VKAT), and middle school prevention group (Above the Influence).

**Substance Abuse Prevention Curriculum* for all students in grades 5-8.

**Student Assistance Program:* Screening and referrals for substance abuse and mental health issues, in addition to support for students whose personal issues may interfere with their capacity to function effectively in the educational process.

**Smoking/Vaping Cessation:* Virtual program to support students to quit vaping or smoking.

**School Presentations/Speakers:* Virtual presentations on a variety of topics including substance use prevention, risk-taking, peer pressure, making healthy choices, etc.

**School Staff Trainings* on alcohol, tobacco and other drugs.

COVID-19 Response:

**Outreach to Families and Youth:* Connection and positive engagement including: sharing information on local resources; gathering and sharing information on healthy, fun family

activities; sending information through school food delivery program; sending yoyos home with food delivery with a positive message: “Life is full of ups & downs. The trick is to enjoy the ups and have courage during the downs”.

* *Hello Campaign*: Hello signs to let folks know we are thinking of them.

* *Community Service*: Mask making to distribute to the community and raising funds for the food pantry.

Most initiatives are funded by state and federal grants. Town funds assist in paying for our direct programming with youth and parents.

Prior to COVID-19, DVCP held meetings once a month with all (adults and youth) encouraged to attend. Partnership meetings included dinner, hearing reports of activities that have happened over the past month, brainstorming new ideas, and making decisions on use of grant funds. We hope to start up meetings again soon! The office is located at the Old School Community Center at 1 School Street, Wilmington.

For more information: check our website at www.DVCP.org or find us on Facebook or call 802-464-2202.

Respectfully submitted, Cindy Hayford, DVCP Coordinator



SOUTHERN VERMONT
Therapeutic Riding Center

3 Cross Country Circle – Wilmington, VT 05363

www.sovtrc.org

(802) 221- 4409

SVTRC participants include two Wilmington residents.

As you will no doubt hear from other organizations, 2020 has been a year like none other. Following the Governor's direction, we were closed from mid-March until early June, and collected no fees from participants during that time. The coronavirus pandemic also meant that we have postponed our 10th Anniversary Gala, which we had intended to host on Kentucky Derby Day at a local establishment, leaving us without a significant fundraising event. We cancelled our annual Horse Show (both an opportunity for fundraising and for participants to demonstrate their skills) as well.

We were inspired to find that individuals came forward to make donations. In addition, we received federal PPP funding to cover payroll for our sole employee, Amber Thibodeau. We are currently requesting forgiveness for that small loan. These contributions, as well as the appropriation from Wilmington and just a few other towns, have allowed us to remain open.

Each month, based on infection rates and recommendations from the state, we reevaluate our fundraising strategies. For example, we typically host a Volunteer Appreciation event with a silent auction; this year, we will do the silent auction on line, while preparing an Appreciation Meal for our volunteers with "no contact" delivery. The food and time necessary to prepare this meal is donated, primarily by Mrs. Thibodeau and our board members.



The Windham Disaster Animal Response Team 2020 Annual Report

In February, the Windham Disaster Animal Response Team's (WinDART) board chair Joanne Bourbeau was a featured presenter at a day-long *Emergency Animal Sheltering* workshop in Woodstock, hosted by the Lucy Mackenzie Humane Society.



Volunteers from across the state assembled for this mandatory training (including WinDART board member Lesley Pollitt). Attendees were trained in best practices for sheltering pets during emergencies using a real-life emergency



situation, and broke out into groups to practice protocols for admitting and sheltering pets. Hands-on workshops on dog, cat and rabbit behavior were also popular features.



Thanks to generous donations of disaster supplies from our friends at State Farm, Greater Good Charities, and the Humane Society of the United States, WinDART assembled 200 starter "disaster go-kits" for cats and dogs to be distributed to pet families here in Windham County. The Windham County Humane Society will be providing these supplies to adoptive families, and WinDART also gave the kits away during food pantry events.

WinDART is grateful to voters and municipal officials in Newfane, Halifax, Wilmington, Whitingham and Dover, who each appropriated \$250 from their town budgets at Town Meeting Day to support our vital programs and activities.

In March, WinDART, along with other affiliated disaster animal response teams in Central Vermont, the Upper Valley, and Chittenden County, turned our full attention to helping pet families stay together through the pandemic. Because no one should ever have to choose between feeding themselves, and feeding their pets, WinDART's parent organization, the Vermont Disaster Animal Response Team (VDART) quickly created an Emergency Assistance Fund and raised over \$10,000 through private donations and grants in order to provide pet food directly to families in need. Our volunteers went door-to-door in some cases, and hand-delivered thousands of pounds of pet food to local human food pantries and animal shelters. We worked in partnership with the Windham County Humane Society to deliver \$500 worth of pet food to the Vermont Food Bank initially, and later distributed another \$3,000 worth of pet food to local food pantries here in Windham County.



Declaration of Domestic Partnership

We the undersigned attest to the following:

- I each party is the sole domestic partner of the other;
- I each party is at least eighteen (18) years of age or older and competent to enter into a contract in the state in which he or she resides;
- I both parties currently share a common legal residence and have shared said residence for at least six (6) months, prior to application for domestic partner coverage;
- I neither party is married, a party to a Civil Union, or related to the other by adoption or blood to a degree of closeness that would bar marriage/Civil Union in the State of Vermont in which we legally reside;
- I both parties are indefinitely responsible for each other's welfare;
- I the parties are jointly responsible for basic living expenses (basic living expenses are defined as the cost of basic food, shelter, and any other expenses of the common household; the partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them); and
- I neither party filed a termination of a declaration of domestic partnership within the preceding nine months.

SWORN STATEMENT

We declare that all the foregoing information provided by us is true and correct and that all provisions of this statement have been met.

We understand that:

- I any entities or persons (including, but not limited to, the Town of Wilmington) who suffer any loss because of any false statements contained in this Statement may bring a civil action suit against us to recover their respective losses, including reasonable attorney's fees;
- I Any misrepresentation or falsification of information on an application, form or affidavit for medical benefit coverage under this policy shall result in loss of medical insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal;
- I If there is any change in the information certified in the Statement of Domestic Partnership that would make the domestic partner ineligible, the employee must, request, complete and file in writing a termination of domestic partnership, within 30 days of the changes;

_____/_____
Employee Signature / Domestic Partner Signature ***Date:*** _____

COUNTY OF WINDHAM

On this ____ day of _____, 2020, before me personally appeared _____ and _____ known to be the persons described herein, and who executed the foregoing, and swore to its truth.

Before me,

Notary Public Signature and Commission Exp. Date:

I _____ the effective date of coverage for the domestic partner and any initially eligible dependents of the domestic partner is: _____.

I _____ on the open enrollment date if Blue Cross and Blue Shield of Vermont receives the Statement of Domestic Partnership and application form before your group open enrollment date; or

I _____ the first of the month following the group open enrollment date if Blue Cross and Blue Shield of Vermont receives the Statement of Domestic Partnership and application form during the month in which the group's open enrollment date occurs.

We agree to notify the employer if our domestic partnership no longer meets the criteria established herein within 30-days.

Please be sure to read "Taxation of Benefits" in the Personnel Handbook before completing this section:

I understand that if a domestic partner, or his/her child(ren), do not qualify as dependent(s) of the employee, under Section 152 of the IRS Code, the cost of providing coverage for them will be considered taxable income to the employee and subject to tax withholding. In addition, I understand that if I terminate employment with the Town and/or lose coverage under this plan or if my dependents lose coverage because our relationship ends, my non-qualified dependent(s) would not be eligible for COBRA Continuation Coverage.

The partner identified above: IS _____ IS NOT _____ a qualified IRS dependent of the employee.

ATTACHMENTS

If required, attached to this document is the following documentation in support of this Statement of Domestic Partnership:

I _____ proof of common residence—e.g., driver's licenses showing same address, passports or designations for receipt of mail; and

I _____ proof of financial interdependence—e.g., joint checking, savings or credit card statements, executed powers of attorney, insurance policies, and/or copies of designated signatures on safety deposit boxes, title for a car showing joint ownership, a named beneficiary, durable power of attorney for property or health, wills specifying the domestic partner as the

major recipient of employee's financial assets, or other forms of evidence depicting significant joint financial interdependency.

A copy of this document is kept by the Finance Office, as a Medical Record; the original Statement is forwarded and attached to an appropriate Group Application and Change Form.

SAMPLE

Group Medical Benefit

PURPOSE

The purpose of this policy is to describe procedures for the administration of the Town employee medical benefits program.

POLICY

The Town offers group medical coverage to its full-time employees and all eligible dependents.

ELIGIBILITY

Newly hired Town employees who are expected to work full-time are eligible to enroll themselves and their eligible dependents in the medical plan during the first sixty (60) calendar days of employment. Enrolled employees can enroll new dependents within sixty (60) days of the event making the new dependent eligible. Bona fide domestic partners and their eligible dependents are considered to be eligible dependents of Town employees.

To enroll, an employee must obtain an appropriate enrollment form, and to Add, Remove, or Cancel Insurance Coverage, from the Finance Office; complete the form and return it to the Finance Office within the time frames provided. Employees may enroll in the medical insurance program only during the first sixty (60) days of employment. If an employee fails to enroll within that period, (s)he must wait for the annual open enrollment period. Once enrolled, coverage will begin on the first day of the month following sign up.

Coverage for eligible dependents begins when the employee's coverage begins. If the employee does not enroll within sixty (60) days of employment, (s)he must wait until the next annual open enrollment period to enroll. An open enrollment period is held each year, usually during the month of November, to allow employees to add eligible dependents. Enrollment is not allowed outside the open enrollment period, except in the case of marriage, commencement of a qualified domestic partnership, childbirth or adoption, divorce, death of a spouse, or a spouse's job termination.

Domestic Partners

Purpose

The Domestic Partner Policy is designed to develop the definition of a domestic partner and identify applicable internal benefits.

Policy

The Town acknowledges the needs of a diverse workforce and fairness in providing benefits to our employees, their dependents, their spouses and domestic partners. Therefore, domestic partners will receive the same medical benefits that are available to spouses of company employees.

Domestic Partner Defined

Domestic partners are those individuals who meet the following criteria and affirm:

- We are each other's sole domestic partner and have been in an exclusive domestic relationship, while sharing a residence, for not less than six consecutive months prior to the submission of "Declaration of Domestic Partnership."
- We are both 18 years of age or older.
- We are both mentally competent to consent to a contract.
- Neither one of us is legally married to anyone.
- We are not related by blood closer than would bar marriage under Vermont state law.
- We have agreed between ourselves to be responsible for each other's welfare.
- We are jointly responsible for each other's common welfare and shared financial obligations.
- We intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship can be terminated at any time by either partner.

Procedure

Employees who wish to apply for domestic partner benefits must complete a Declaration of Domestic Partnership form. A copy of the form is kept by the Finance Office, as a medical record; the original Declaration is forwarded and attached to an appropriate medical Group Application and Change Form. The employee and the domestic partner will both be furnished a copy of the Declaration of Domestic Partnership for their records.

In general, the employee and domestic partner understand they might be required to produce documentary evidence to support this application and any information required for medical coverage. The employee understands that the required declaration and information contained in it will be maintained by the Town as a confidential personnel document, and shall not be disclosed in the absence of the employee's written consent except as necessary to provide and administer benefits coverage or otherwise as required by law. The employee agrees to notify the Finance Office, within 30 calendar days after termination of this domestic partnership.

A copy of the Domestic Partnership will be kept on file indefinitely with the Finance Office and will be deemed effective until one of the following occurs:

- The employee changes the partner designation by completing a new Declaration of Domestic Partnership and returns the new form to the Finance Office.

- The employee requests removal of the document and will notify the Finance Office in writing (i.e. email is acceptable) regarding the termination of domestic partnership. Benefits coverage for the domestic partner and his or her dependents will terminate at the end of the month in which the relationship ended.

Children of a Domestic Partner

An employee may obtain medical benefits coverage for the child of his or her domestic partner provided all of the following criteria are met:

- The child otherwise meets the eligibility criteria for dependent children under the provisions of the medical benefits plan; and
- The child can be, and is, claimed as a dependent by the employee and/or domestic partner for Federal income tax deduction purposes; and
- The child resides with the employee and their domestic partner; and
- The employee and their domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

Any misrepresentations or falsification of information on an application, form or affidavit for medical benefit coverage under this policy shall result in loss of medical insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal.

Taxation of Benefits – Extremely Important Information

The application for benefits under this policy shall contain a statement to the effect that the Town's portion of the cost of the medical benefits for a domestic partner or domestic partner's child(ren), when the partner or child is not an "IRS qualified" dependent of such employee, will be considered as taxable income to the employee and subject to withholding tax.

*Section 152 of the Internal Revenue Code defines a dependent as an individual who received over half of their support from the taxpayer. Generally, a dependent can be claimed on the taxpayer's Federal Income Tax return. **On the domestic partner form, if you certify that a domestic partner or domestic partner's child(ren) do not qualify as dependents under Section 152 of the IRS Code, the Town's share of the cost of providing medical coverage to them is considered by the IRS as a taxable benefit to you.** If you enroll a domestic partner on your medical insurance, your taxable wages for Federal Income Tax, Social Security, Medicare Wages and State Wages will include the Town's share of the cost of the medical coverage provided to your domestic partner.*

The amount of taxable income added to your wages on a weekly basis for domestic partner coverage is based on the fair market value of the Town's contributions toward this coverage. This applies to both medical and dental coverage (the Town does not currently offer dental coverage). Also included would be any portion of the premium that you pay for this additional

coverage that is deducted each pay period on a pre-tax basis. Any questions about tax liability should be addressed to the employee's tax preparer or CPA.

Enrollment

An employee may obtain coverage under this policy for a domestic partner and/or the child of a domestic partner during the annual Open Enrollment period as provided for by the medical plan.

Confidentiality

The application for benefits under this Policy shall be submitted to the Town's Finance Officer and the employee understands that this application and the information in it will be maintained by the Town as a confidential personnel document and shall not be disclosed in the absence of the employee's written consent except as necessary to provide and administer benefits coverage or otherwise as required by law.

Termination of Domestic Partnership

The employee must notify the Finance Office within 30-days after termination of a domestic partnership.

Cobra Coverage

Domestic partners and their dependents who are not considered as "qualifying beneficiaries" under federal COBRA provisions will not be eligible to continue their coverage under COBRA after any event that would otherwise give rise to COBRA rights, such as termination of employment or the relationship. Dependents who are not COBRA qualified may be eligible for continuation coverage under the State of Vermont law. Please contact the Finance Office for more information.