

Wilmington Selectboard Agenda
July 6, 2021 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of June 15, 2021 (5 minutes)
3. Action Item(s):
 - *The Selectboard to possibly authorize the town manager to sign the grant agreement for a Better Roads Grant for Stearns Ave.*
 - *The Selectboard to possibly appoint Emily Beeman to the Recreation Committee for the remainder of a 4-year term expiring in 2024.*
 - *The Selectboard to possibly approve a new private road name of Ghastly Job Way, off of Larson Rd.*
 - *The Selectboard to possibly approve a new private road name of Ralph May Extension, off of Ralph May Town Rd.*
4. Water Commission (15 minutes)
 - *The Water Commissioners to possibly approve the FY22 Water budget.*
5. Tax Rate (5 minutes)
 - *The Selectboard to possibly set the FY 22 tax rate.*
6. 1% Local Option Tax Fund Request (15 minutes)
 - *The Selectboard to possibly approve the 1% funding request for Dog-Friendly Downtown in the amount of \$1,010.*
 - *The Selectboard to possibly approve the request for "The Trail Guide" presented by the Living History Association in the amount of \$7,600.*
7. Virtual Meetings (20 minutes)
 - *The Selectboard to discuss the possibility of utilizing zoom meetings as a permanent option for attendees.*
8. Special Traffic Regulations on Boyd Hill (10 minutes)
 - The Selectboard to possibly approve special traffic regulations for the Garden Tour event on July 17th
9. Other Business
10. Select Board Members Comments
11. Town Manager's Updates (5 minutes)
12. Executive Session
 - *The Selectboard to enter into executive session to discuss the possible sale of town owned property.*
 - *The Selectboard to possibly approve the resolution and public notice of sale of town owned property.*

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement (hereinafter called “Agreement”) between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the Town of Wilmington, a municipal corporation with its principal place of business at PO Box 217, Wilmington, VT 05363, (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues. Detailed services to be provided by the Grantee are described in Attachment A – Scope of Work and will be performed in accordance with Attachment B – Payment Provisions, Attachment C – Standard State Provisions for Contracts and Grants and Attachment D – Other Grant Agreement Provisions.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures may be imposed in accordance with 2 CFR §200.207.

When additional monitoring measures are imposed, the subrecipient will receive formal communication directly from the AOT Audit Department, including the nature of the risk determination, sanction(s) to be imposed and the action(s) required to remove those additional requirement(s).
5. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State, including the Attorney General, and Grantee.
6. Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments: This Grant Agreement consists of 15 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (12/15/17)

Attachment D - Other Provisions

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

8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

(1) Standard Grant Agreement

(2) Attachment C (Standard Contract Provisions for Contracts and Grants)

(3) Attachment D (Other Grant Agreement Provisions)

(4) Attachment A (Scope of Work)

(5) Attachment B (Payment Provisions)

(6) Grantee's application and supporting documentation

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

GRANTEE
TOWN OF WILMINGTON

Signature: _____

Signature: _____
(Signature/Sign)

Name: Joe Flynn

Name: _____
(Print Name)

Title: Secretary of Transportation

Title: _____

Date: _____

Date: _____

Part 1-Grant Award Detail

1 Grant #: BR0906			2 Original <input checked="" type="checkbox"/> Amendment # _____		
3 Grant Title: Wilmington CWFB022-357					
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$20,000.00		6 Total Award Amount: \$20,000.00	
7 Award Start Date: Jul 01, 2021		8 Award End Date: Jun 30, 2022		9 Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
10 Vendor #: 0000040679		11 Grantee Name: Town of Wilmington			
12 Grantee Address: PO Box 217					
13 City: Wilmington			14 State: VT		15 Zip Code: 05363
16 State Granting Agency: Vermont Agency of Transportation				17 Business Unit: 08100	
18 Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		19 Match/In-Kind: \$ <u>\$5,000.00</u> Description: 20% Required Match			
20 If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

21 Grantee DUNS #: 040248205	22 Indirect Rate: <div style="text-align: center;"> <u> N/A </u> % <small>(Approved rate or de minimis 10%)</small> </div>	23 FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
24 Grantee Fiscal Year End Month (MM format): 06		25 R&D: <input type="checkbox"/>
26 DUNS Registered Name (if different than VISION Vendor Name in Box 11):		

STATE FUNDS	
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FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>					Required Federal Award Information		
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$20,000.00	\$20,000.00			

<u>STATE GRANTING AGENCY</u> NAME: Alan May TITLE: Better Roads Project Coordinator PHONE: Cell (802) 828 - 4585 EMAIL: alan.may@vermont.gov	<u>GRANTEE</u> NAME: Jessica DeFrancesco TITLE: Administrative Asst. PHONE: Office: (802) 464 - 8591 EMAIL: jdefrancesco@wilmingtonvt.us
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK

The work described below involves the following town highways:

Srearns AVE. TH# 52

2. SCOPE OF WORK

The work to be completed shall be as described within the Grantee's application and supporting documentation accept as modified by the Special Conditions noted below and generally described here:

Culvert - Upgrade ; Stone Lined Ditch ; Other: Brem removal Headers

The Grantee shall complete work in accordance with specifications contained in the Vermont Better Backroads Manual, ANR Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s).

3. SPECIAL CONDITIONS

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

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the maximum amount stated on the *Grant Agreement Part 1 – Grant Award Detail* of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

If the project is not completed within the duration specified in the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, which Grantee shall send to:

Name: **Alan May, Better Roads Project Coordinator**
Division: Municipal Assistance Bureau
Address: Vermont Agency of Transportation
 One National Life Drive
 Montpelier, VT 05633-5001

In addition to properly documented invoices, the Grantee must provide the State with the following documentation for the State to release the grant award:

Category A

1. A copy of the inventory report generated by the use of the grant funds. The State also may require additional products specific to the Grantee's project.
2. A Municipal Invoicing Spreadsheet, using the template provided by the State.

Categories B, C, and D

1. Four color photographs, two of which shall show the project during construction and two of which shall show the project after completion.
2. Municipal Invoicing Spreadsheet
3. Project Summary of Work Completed and Expected Benefits.

At its option, the State may subject the Grantee's project to a final inspection.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a certification that grant funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.

13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

Assurance Appendix A

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

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

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

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

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

Emily Beeman

I am currently a Spanish teacher at Twin Valley Middle High School. I also work at Mount Snow in the winter as a ski instructor for Mountain Camp (6-13 year-olds). I raised 4 children here in Wilmington and am invested in providing recreational opportunities for our area youth. I've listed below some of the work I've done with various community groups and committees:

Worked with the Deerfield Valley Community Partnership (2002-2007) active member of DVCP until 2017

Assistant Rowing Coach, Pioneer Valley Regional School (2013-16)

Girls On The Run Coach for 10 years

Founder of the Deerfield Valley AfterSchool Program (2003) which merged with WINGS (2005) and worked as the Coordinator of TVMS WINGS until 2008

Served on the Wilmington Trails Committee (2007)

Owner/Operator of Virtual Biking @Clocktower Rte 100 and Snow Lake Lodge (1997-98)

Memo

To: Town Manager & Board of Selectmen
From: Deb Kingsley and Fire Chief Scott Moore
Date: 6/24/2021
Re: New road name – Ghastly Job Way

We have had a request for a new road name off of Larson Rd. The proposed roadway will start off of Larson Road. I have included a map from a plot plan that was done by Ben Joyce to show where the road begins. The zoning application has been approved by the Zoning Administrator, Mike Tuller. I have spoken to the Fire Chief, Scott Moore concerning the new road name and he approves of the new name.

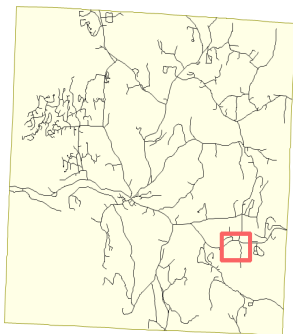
We are requesting that you approve Ghastly Job Way, which will be a private road, not maintained by the Town of Wilmington.

Thanks for your consideration,

Deb Kingsley

Interim 911 Coordinator.

Town of
Wilmington



10-04-006.100

3 Larson Rd

Grinold Robert B
210 Rte 9 E
Wilmington, VT 5363
21.28 acres Grand List
21.91 acres GIS
21.76 selected

Map Features:

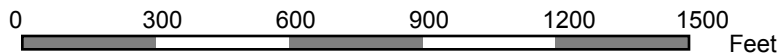
Parcel Lines
Building Locations
Road Centerlines
Streams & Ponds
Ortho Imagery 2019

The Town of Wilmington and CTI assume no liability as to the sufficiency, accuracy, or the user's interpretation of the data delineated herein. Current to April 1, 2020

This map is for assessment purposes only. It is not to be used for description, conveyance, or determination of legal title.

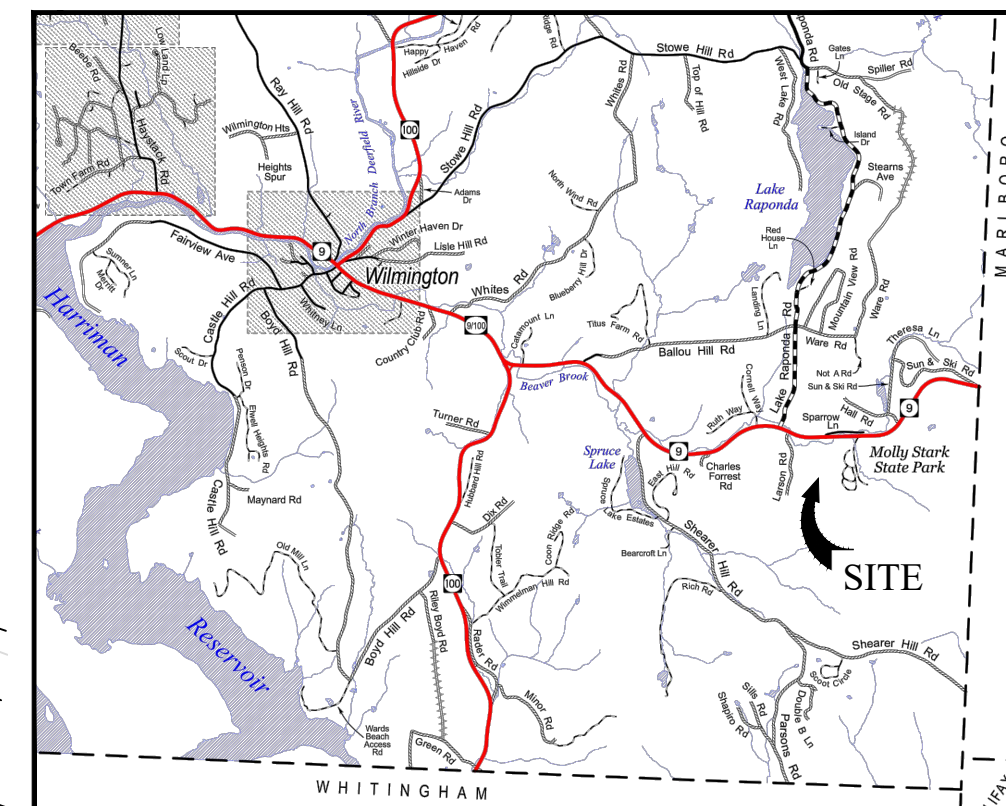


Map Scale 1:5,200
1 inch = 430 feet



Map Printed on
June 24, 2021





UT State Plane Grid North

CURVE DATA ABBREVIATIONS
A= ARC LENGTH
R= RADIUS
D= DELTA ANGLE
BN= CORD BEARING
C= CORD LENGTH

1. THIS SURVEY IS BASED ON RECORDED DEED DESCRIPTIONS, PHYSICAL EVIDENCE AND RECORDED PLATS.
2. CURRENT SOURCE OF TITLE SEE; WARRANTY DEED, SALLY D. AMBUHL TO ROBERT B. GRINOLD. DATED SEPTEMBER 13, 2011. RECORDED IN BOOK 288 PAGE 177 OF THE WILMINGTON LAND RECORDS. KEY DEED BOOK 31 PAGE 574.
3. THE LIMITS OF VERMONT ROUTE 9 ARE BASED ON THE PLAN REFERENCED BELOW AND RECOVERED HIGHWAY MONUMENTS. ALSO SEE; WARRANTY DEED, EDWARD E. HASLUND AND FLORENCE H. HASLUND TO THE VERMONT STATE AGENCY OF TRANSPORTATION. DATED SEPTEMBER 3, 1999. RECORDED IN BOOK 120 PAGE 522 OF THE WILMINGTON LAND RECORDS.
- THE ORIGINAL LAYOUT AND/OR FEE OWNERSHIP OF "LARSEN ROAD", SO-CALLED WAS NOT RESEARCHED FOR THIS SURVEY. THE RIGHT OF WAY LIMITS OF SAID TOWN HIGHWAY AS SHOWN HEREON IS BASED ON THE PRESUMPTION THAT THIS ROAD IS THREE RODS WIDE (49.50 FEET). ONE AND A HALF RODS (24.75 FEET) EACH SIDE OF THE CENTERLINE OF THE PRESENT TRAVELED WAYS. (19 VSA 32 AND 19 VSA 702).
4. MAPS REFERENCED FOR THIS SURVEY AND FOUND TO BE CONSISTENT UNLESS OTHERWISE NOTED:
- A. "DEVELOPMENT PLAN OF R. LEONARD STOLES PROPERTY FOR AMERICAN LAND AND DEVELOPMENT CORP., WILMINGTON, VERMONT". BY JACK C. HAKE. DATED SEPTEMBER 1969. RECORDED IN SLIDE 231.
- B. "STATE OF VERMONT AGENCY OF TRANSPORTATION, PLAN AND PROFILE FOR VERMONT ROUTE 9 IMPROVEMENTS, PROJECT F 010-I(19). BY DUFRESNE-HENRY. DATED MAY 20, 1988.
- C. "PROPERTY OF JAMES A. CHRISTOFFERSEN AND PROPERTY OF FLORENCE H. HASLUND, WILMINGTON, VT". BY GUY C. HAWKINS. DATED 1960.
5. BEARINGS AND DISTANCES SHOWN HEREIN MAY DIFFER FROM OTHER DOCUMENTED INFORMATION DUE TO MORE PRECISE METHODS OF MEASUREMENT AND A DIFFERENT MERIDIAN OBSERVED, BASED UPON GPS OBSERVATIONS TO ESTABLISH VERMONT GRID NORTH.
6. UTILITY POLES EXIST AS SHOWN AND ARE SUBJECT TO A PERPETUAL RIGHT AND LINE EASEMENT ALONG A STRIP OF LAND NOT EXCEEDING 25 FEET IN WIDTH. SEE; EASEMENT DEED, EDWARD E. HASLUND TO GREEN MOUNTAIN POWER CORPORATION. RECORDED IN BOOK 130 PAGE 584.
7. THIS PARCEL MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS THEY EXIST OF RECORD OR IN FACT. JOYCE LAND SURVEY CORP. DOES NOT INTEND OR REPRESENT THAT ALL RIGHTS, EASEMENTS AND RESTRICTIONS AFFECTING THIS PROPERTY ARE SHOWN.

IPF = IRON PIPE FOUND
IBF = IRON BAR FOUND
MSR = MONUMENT SET REBAR 5/8" REBAR WITH 2"
ALUMINUM CAP STAMPED 'BENJAMIN A. JOYCE PLS #725'

A. SET MSR, UP 12", STABLE.
B. IPF, 1'0", UP 22", STABLE, 1.6' FROM TRUE CORNER,
POINT ON STONE WALL.
C. SET MSR, UP 16", STABLE, 2.0' FROM TRUE CORNER,
POINT ON STONE WALL.
D. SET MSR, UP 12", STABLE.
E. RECOVERED CONCRETE HIGHWAY BOUND, 4"x4", 6'
BELOW GRADE, STABLE.
F. RECOVERED CONCRETE HIGHWAY BOUND, 4"x4", UP 6",
STABLE.
G. IPF, 1'0", UP 16", BENT OVER AT END OF STONE WALL,
6.1' FROM TRUE CORNER, POINT ON SOUTHWESTERLY
RIGHT OF WAY LIMITS OF LARSEN ROAD.
H. SET MSR, UP 12", STABLE.
I. IPF, 1'0", UP 24", STABLE.
J. SET MSR, UP 12", STABLE(2007). 0.5' EAST OF
RECOVERED CONCRETE HIGHWAY BOUND.
K. RECOVERED CONCRETE HIGHWAY BOUND, 4"x4", UP 12",
STABLE.
L. SET MSR, UP 12", STABLE.
M. SET MSR, UP 12", STABLE.
N. IPF, 1 3/4"Ø, UP 4", STABLE.
O. IPF, 1 3/4"Ø, UP 19", STABLE.
P. IPF, 1 3/4"Ø, LOOSE.
Q. IPF, 1 7/8"Ø, UP 27", STABLE.

LINE	BEARING	DISTANCE
L1	S 19°22'41" E	65.95'
L2	S 19°22'41" E	37.55'
L3	S 69°29'17" W	112.95'
L4	S 50°21'35" W	90.45'
L5	S 50°21'35" W	127.78'
L6	S 58°48'43" W	121.40'
L7	S 25°14'11" W	55.14'
L8	S 25°14'11" W	62.98'
L9	S 19°42'10" E	39.32'

IRON PIPE / IRON BAR FOUND
IRON BAR SET, 5/8" REBAR WITH 2"
ALUMINUM CAP STAMPED "BENJAMIN
A. JOYCE, PLS#725"
METAL FENCE POST
UNMARKED POINT
STONE WALL
BARB WIRE FENCE
STREAM
EXISTING TRAVELED WAY
RIGHT OF WAY
SEWER MANHOLE
UTILITY POLE
WELL
LANDS NOW OR FORMERLY OF

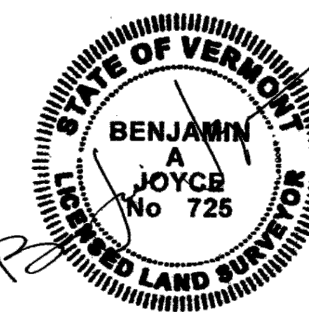
(IN FEET)
1 inch = 100 ft.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	242.04'	725.00'	19°07'42"	S 59°55'26" W	240.92'
C2	59.01'	400.00'	8°27'08"	S 54°35'09" W	58.95'
C3	99.62'	170.00'	33°34'31"	S 42°01'27" W	98.20'
C4	54.90'	70.00'	44°56'21"	S 02°46'01" W	53.51'

Boundary and Subdivision Plan prepared for
The ESTATE OF ROBERT BRUCE GRINOLD
Ghastly Job Way
Vermont Route 9 & Larsen Road
Wilmington, Vermont



JOYCE LAND SURVEYING CORP.
P.O. BOX 115
WILMINGTON, VERMONT 05363



Benjamin A. Joyce, PLS#725

DATE: May 13, 2021

DRAWN BY: BAJ

PROJECT: Grinold Larsen Road

SCALE: 1"=100'

SHEET 1 OF 1

ACAD NAME: Grinold Larsen Rd

Memo

To: Town Manager & Board of Selectmen
From: Deb Kingsley and Fire Chief Scott Moore
Date: 7/2/2021
Re: New road name – Ralph May Ext-Private Rd

We are requesting that you approve Ralph May Extension, which will be a private road beginning where the Ralph May Town Rd ends, and this section will not be maintained by the Town of Wilmington. I have attached a map that shows the subdivision and new road. The zoning application has been approved by the Zoning Administrator, Mike Tuller. I have spoken to the Fire Chief, Scott Moore concerning the new road name and he approves of the new name.

Thanks for your consideration,

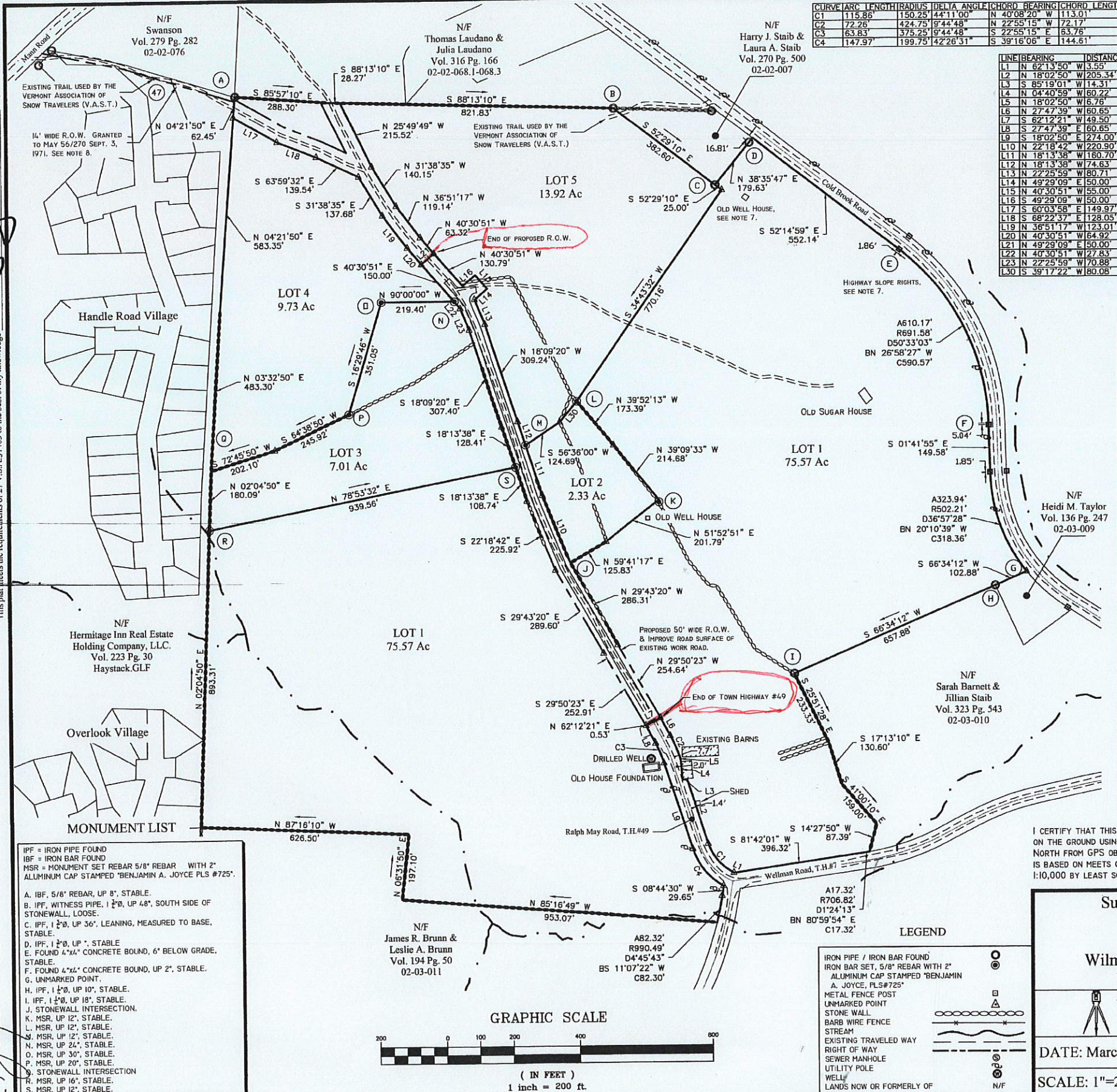
Deb Kingsley

Interim 911 Coordinator.

Handwritten signature: *[Signature]*

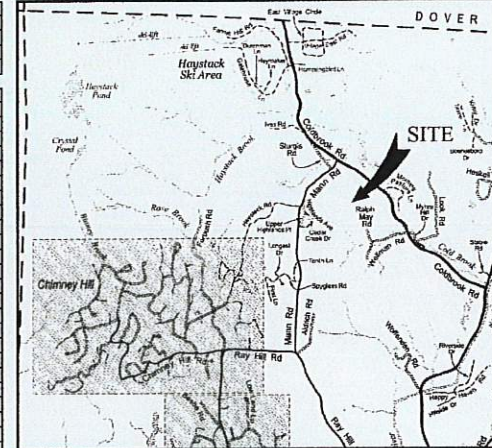
Received for Record at Wilmington, VT
On 12/10/2020 At 1:45:00 pm

Repro, Winooski, VT hereby certifies this
man was reentered according to state specifications.



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	115.86'	150.25'	44°11'00"	N 40°08'20" W	113.01'
C2	72.26'	424.75'	9°44'48"	N 22°55'15" W	72.17'
C3	63.83'	375.25'	9°44'48"	S 22°55'15" E	63.76'
C4	147.97'	199.75'	42°26'31"	S 39°16'06" E	144.61'

LINE	BEARING	DISTANCE
L1	N 62°13'50" W	3.55'
L2	N 18°02'50" W	205.34'
L3	S 85°19'01" W	14.31'
L4	N 04°40'58" W	80.22'
L5	N 10°02'50" W	6.76'
L6	S 82°12'21" W	49.50'
L7	S 27°47'39" E	60.65'
L8	S 22°02'50" E	274.00'
L10	N 18°18'42" W	220.90'
L11	N 18°13'38" W	160.70'
L12	N 18°13'38" W	74.63'
L13	N 22°22'00" W	80.00'
L14	N 22°22'00" W	80.00'
L15	N 40°30'51" W	55.00'
L16	S 49°29'09" W	55.00'
L17	S 60°03'58" E	149.97'
L18	S 68°22'37" E	128.03'
L19	N 36°51'17" W	123.01'
L20	N 40°30'51" W	64.92'
L21	N 49°29'09" E	56.00'
L22	N 49°29'09" E	56.00'
L23	N 22°25'59" W	70.88'
L24	S 39°17'22" W	80.05'




LOCUS ~ NOT TO SCALE

GENERAL NOTES

1. THIS SURVEY IS BASED ON RECORDED DEED DESCRIPTIONS, PHYSICAL EVIDENCE AND RECORDED PLATS.
2. OWNERS ADDRESS: 908 RAINBOW TRAIL, ORANGE, CT 06477-1033. CURRENT SOURCE OF TITLE FOR ALBERT R. SOBBLOIE SEE: VERMONT WARRANTY DEED RECORDED IN VOLUME 299 PAGE 325 OF THE WILMINGTON LAND RECORDS LAND RECORDS. KEY DEED VOLUME 56 PAGE 270.
3. THE ORIGINAL LAYOUTS AND/OR FEE OWNERSHIPS OF "MAY FARM ROAD AND WELLMAN ROAD", SO-CALLED WERE NOT RESEARCHED FOR THIS SURVEY. THE RIGHT OF WAY LIMITS ARE BASED ON THE SURVEY PLATS REFERENCED BELOW.
4. THE RIGHT OF WAY BOUNDARIES AS SHOWN HEREON ALONG COLD BROOK ROAD, SO-CALLED ARE BASED ON PLANS BY THE STATE OF VERMONT - DEPARTMENT OF HIGHWAYS FOR WILMINGTON PROJECT NO. SK6511, DATED JULY 1965. SEE DEED FROM MAY TO THE TOWN OF WILMINGTON RECORDED IN VOLUME 41 PAGE 333, ADDITIONAL SLOPE RIGHTS EXIST 73' SOUTHEASTERLY OF THE PROJECT CENTERLINE.
5. MAPS REFERENCED FOR THIS SURVEY AND FOUND CONSISTENT UNLESS OTHERWISE NOTED:
- A. "BOUNDARY SURVEY OF PROPERTY IN THE ESTATE OF RALPH W. MAY & AGNES L. MAY, (HOME FARM), WILMINGTON, VERMONT". BY MALCOLM MOORE. DATED MARCH - JULY, 1987.
- B. "BOUNDARY SURVEY OF PROPERTY OF HARRY J. & ROBERTA H. WELLMAN, WILMINGTON, VERMONT". BY RICHARD H. JOYCE. DATED MARCH 3, 1990.
- C. "SUBDIVISION PLAN PREPARED FOR THOMAS & JULIA LAUDANO, PARCEL #2-2-68.3, COLD BROOK ROAD, WILMINGTON, VERMONT". BY BENJAMIN A. JOYCE. DATED JANUARY 2, 2018.
- D. "PLAN OF LAND IN WILMINGTON, VERMONT SHOWING RIGHT OF WAY TO RALPH MAY". BY ALMER HUNTLEY, JR. & ASSOC., INC. DATED AUGUST 5, 1971.
- E. "ALTA / ACSM LAND TITLE SURVEY, PREPARED FOR HAYSTACK GOLF COMPANY, INC., TOWN OF WILMINGTON, WINDHAM COUNTY, STATE OF VERMONT". BY SVE ASSOC. DATED DECEMBER 3, 1998.
- F. "LAND OF HAYSTACK CORPORATION, HANDLE ROAD VILLAGE (FORMERLY SECTION "D"), WILMINGTON, VERMONT". BY ALMER HUNTLEY, JR. & ASSOC., INC. DATED JUNE 6, 1970.
- G. "LAND OF HAYSTACK CORPORATION, OVERLOOK VILLAGE (FORMERLY SECTION "D"), WILMINGTON, VERMONT". BY ALMER HUNTLEY, JR. & ASSOC., INC. DATED JUNE 6, 1970.
6. UTILITY POLES EXIST AS SHOWN, EASEMENTS NOT RESEARCHED FOR THIS SURVEY.
7. OWNERSHIP OF A SPRING AND ONE SQUARE ROD OF LAND WAS CONVEYED BY RALPH & AGNES MAY BY DEED DATED JUNE 15, 1955 AND RECORDED IN VOLUME 34 PAGE 283. PIPELINE LOCATION NOT DETERMINED.
8. THE RIGHT OF WAY CROSSING THE FORMER HAYSTACK PROPERTY IS SHOWN ON A SURVEY REFERENCED IN NOTE 5D, AND IS INCONSISTENT WITH THE CURRENT LOCATION OF THE EXISTING TRAIL.
9. THIS PARCEL MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS THEY EXIST OF RECORD OR IN FACT. JOYCE LAND SURVEY CORP. DOES NOT INTEND OR REPRESENT THAT ALL RIGHTS, EASEMENTS AND RESTRICTIONS AFFECTING THIS PROPERTY ARE SHOWN.

I CERTIFY THAT THIS SURVEY IS IN COMPLIANCE WITH VSA 2596. I CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND USING AN ELECTRONIC DISTANCE METER AND IS ORIENTATED TO VERMONT STATE PLANE GRID NORTH FROM GPS OBSERVATIONS. I CERTIFY THAT THE RANDOM CLOSED LOOP TRAVERSE UPON WHICH THIS PLAT IS BASED ON MEETS OR EXCEEDS THE POSITIONAL VERMONT STANDARDS OF AN URBAN SURVEY OF .05 FEET PLUS 1:10,000 BY LEAST SQUARE ADJUSTMENT.

Subdivision Plan prepared for
Albert R. Subbloie
48 Ralph May Road
Wilmington Parcel Id.#002-03-008
Wilmington, Vermont

 JOYCE LAND SURVEYING CORP.
P.O. BOX 115
WILMINGTON, VERMONT 05363



Benjamin A. Joyce, PLS#725

DATE: March 6, 2020

DRAWN BY: BAJ

PROJECT: Subbloie

SCALE: 1"=200'

SHEET 1 OF 1

ACAD NAME: Subbloie Base Map

General Fund

Account	Budget FY - 2020	Actual FY-2020 Pd:12	Budget FY - 2021	Actual FY-2021 Pd: 6	Budget FY - 2022	FY - 21/22 % Change
Town Appropriation	5,600.00	5,600.00	0.00	0.00	0.00	0.00%
Water Rents Income	269,537.00	250,295.14	105,510.00	141,041.40	274,029.00	159.71%
Sprinklers Income	2,000.00	1,848.49	924.00	920.06	1,800.00	94.80%
Curb Service Income	500.00	0.00	0.00	0.00	0.00	0.00%
Misc Revenue	0.00	0.00	0.00	147.77	0.00	0.00%
Interest Income	1.00	0.54	0.00	0.13	1.00	100.00%
Interest on Water Service	1,800.00	0.00	0.00	-21.01	1,000.00	100.00%
Total Revenues	279,438.00	257,744.17	106,434.00	142,088.35	276,830.00	160.09%
Labor						
Operator	81,004.00	91,828.48	47,523.00	43,350.58	63,880.00	34.41%
Clerical	4,750.00	1,089.13	500.00	432.94	4,750.00	850.00%
Training	0.00	0.00	4,000.00	93.95	6,000.00	50.00%
Total Labor	85,754.00	92,917.61	52,023.00	43,877.47	74,630.00	43.45%
Benefits						
FICA/MEDI expense	4,245.00	7,084.04	3,640.00	5,182.96	5,100.00	40.10%
Worker's Comp	4,000.00	4,966.00	2,550.00	4,184.50	5,000.00	96.07%
Health Insurance	30,353.00	30,352.44	15,848.00	15,847.92	32,600.00	105.70%
Retirement	0.00	-0.15	0.00	0.00	4,100.00	100.00%
Total Benefits	38,598.00	42,402.33	22,038.00	25,215.38	46,800.00	112.36%
Utilities						
Electricity	1,500.00	1,795.78	912.00	900.77	1,795.00	96.82%
Office Supplies	4,500.00	4,032.99	800.00	8.28	1,600.00	100.00%
Telephone	375.00	359.40	180.00	179.70	360.00	100.00%
Property Insurance	3,500.00	2,494.00	1,320.00	1,320.50	2,500.00	89.39%
Rent/Heat	0.00	1,925.00	0.00	0.00	1,950.00	100.00%
Total Utilities	9,875.00	10,607.17	3,212.00	2,409.25	8,205.00	155.44%
Contract Services						
Engineering	0.00	1,680.00	0.00	0.00	2,000.00	100.00%
Audit	7,000.00	8,198.00	8,200.00	7,352.00	8,200.00	0.00%
Contract Labor	5,000.00	9,563.45	300.00	150.00	5,000.00	1,566.66%
Legal Fees	1,000.00	2,211.50	1,000.00	0.00	1,000.00	0.00%
Plowing	700.00	600.00	600.00	620.00	0.00	-100.00%
Total Contract Services	13,700.00	22,252.95	10,100.00	8,122.00	16,200.00	60.39%
Operation & Maintenance						
Chemicals & Supplies	30,000.00	23,976.94	12,600.00	8,246.04	25,000.00	98.41%
Mileage	6,000.00	5,340.66	2,670.00	2,220.54	6,000.00	124.71%
Association Fees	1,000.00	1,225.00	0.00	0.00	275.00	100.00%
Permits	1,500.00	1,759.68	1,760.00	837.78	1,760.00	0.00%
Glebe Lease	1.00	1.00	1.00	0.00	0.00	-100.00%

General Fund

Account	Budget FY - 2020	Actual FY-2020 Pd:12	Budget FY - 2021	Actual FY-2021 Pd: 6	Budget FY - 2022	FY - 21/22 % Change
Testing	5,000.00	3,660.00	1,830.00	795.00	5,000.00	173.22%
Misc	0.00	48.13	50.00	35,859.99	0.00	-100.00%
Total Operation & Maintena	43,501.00	36,011.41	18,911.00	47,959.35	38,035.00	101.12%
Advertising	150.00	408.00	150.00	136.00	100.00	-33.33%
Bond Payment						
Water Bond Payment	37,156.00	37,155.62	0.00	0.00	37,156.00	100.00%
Water Loan 2 Repayment	24,121.00	24,120.33	0.00	0.00	24,121.00	100.00%
Interest Expense	26,583.00	26,582.24	0.00	12,561.01	26,583.00	100.00%
Total Bond Payment	87,860.00	87,858.19	0.00	12,561.01	87,860.00	100.00%
Capital Account	0.00	0.00	0.00	0.00	5,000.00	100.00%
Total Expenditures	279,438.00	292,457.66	106,434.00	140,280.46	276,830.00	160.09%
Total General Fund	0.00	-34,713.49	0.00	1,807.89	0.00	
Total All Funds	0.00	-34,713.49	0.00	1,807.89	0.00	

Water Rates Current						
	Units	Base Charge	Base Revenue	gals	Rate	
Sm Commercial/House w/Apt	45	112.8	5,076.00	526	8.40	4,418.40
Large Commercial	70	254.1	17,787.00	1241	8.40	10,424.40
2nd Meter Read Only	3	-		139	8.40	1,167.60
3 Family - Split Base Charge	3	87.3	261.90	18	8.40	151.20
Single Family Home	132	75	9,900.00	1023	8.40	8,593.20
Churches	7	38.4	268.80	2	8.40	16.80
2 House Residential	1	149.4	149.40	18	8.40	151.20
Sprinklers	15	2.2	33.00	0		
			33,476.10	2967		24,922.80
		Quarterly	58,398.90			
		Annually	233,595.60			
		Revenue Needed	274,029.00			
		Difference	(40,433.40)			
Water Rates Proposed						
	Units	Base Charge	Base Revenue	gals	Rate	
Sm Commercial/House w/Apt	45	145.28	6,537.60	526	8.65	4,549.90
Large Commercial	70	330	23,100.00	1241	8.65	10,734.65
2nd Meter Read Only	3	-		139	8.65	1,202.35
3 Family - Split Base Charge	3	113.3	339.90	18	8.65	155.70
Single Family Home	132	99	13,068.00	1023	8.65	8,848.95
Churches	7	43.58	305.06	2	8.65	17.30
2 House Residential	1	200	200.00	18	8.65	155.70
Sprinklers	15	2.2	33.00	0		
			43,583.56	2967		25,664.55
		Quarterly	69,248.11			
		Annually	276,992.44			
		Revenue Budgeted	274,029.00			
		Difference	2,963.44			

	A	B	C	D	E	F	H
1		FY 2022 Approved Appropriations and Proposed Tax Rates					
2		ITEM	FY 2022	Tax Rate	FY 2021	Tax Rate	
3			Approved	Proposed	Approved	Proposed	Difference
4							
5		FY 22 grand list	7,567,343		7,540,115.00		
6							
7		General Fund Appropriation	2,393,291	0.3163	2,155,219	0.2858	
8							
9		Town Roads	1,447,593	0.1913	1,518,452	0.2014	
10							
11		Highway Equipment Reserve Fund	175,000	0.0231	175,000	0.0232	
12							
13		Bridge Capital	100,000	0.0132	35,000	0.0046	
14							
15		Fire Department Equipment	150,000	0.0198	150,000	0.0199	
16							
17		Fire House Capital	5,000	0.0007	5,000	0.0007	
18							
19		Memorial Hall Capital Fund	20,000	0.0026	20,000	0.0027	
20							
21		Library Capital	12,000	0.0016	12,000	0.0016	
22							
23		Public Lands & Fences	5,000	0.0007	5,000	0.0007	
24							
25		Town Hall Capital	20,000	0.0026	20,000	0.0027	
26							
27		Police Equipment Capital Fund	20,000	0.0026	20,000	0.0027	
28							
29		Transfer Station Capital Fund	5,000	0.0007	5,000	0.0007	
30							
31		Planning /Acquisition for Town Facilities		0.0000	221,000		
32							
33		Reappraisal (State Payment)	26,765		26,765		
34							
35		Groundworks Collaborative		0.0000	1,425	0.0002	
36							
37		Wings		0.0000	10,000	0.0013	
38							
39		Public Safety Bond	70,461	0.0093			
40							
41		total appropriations and town tax rate	4,450,110	0.5881	4,379,861	0.5809	0.0072
42							
43		estimated rate in the March 2021 Town Meeting Report	0.5908				
44							
45		Estimated homestead education tax rate		1.6908		2.1112	-0.4204
46		Estimated non-homestead education tax rate		1.6070		1.8385	-0.2315
47		Locally Voted exemptions		0.0023		0.0023	0.0000
48							
49		combined town and homestead ed tax rate		2.2812		2.6944	-0.4132
50		combined town and non-homestead ed tax rate		2.1974		2.4217	-0.2243
51							
52							
53							
54							
55		Due Dates					
56		August 27, 2021					
57		February 25, 2022					

Requests For Funding Through the 1% Local Option Tax Fund

Name of Person/Organization/Business/Committee Dog Friendly Downtown Group
with Wilmington Works

Date of Request 6/23/2021

Contact person, phone numbers, mailing and email address

Meg Staloff, Program Coordinator
wilmingtonworks@gmail.com
802 234-1433

Amount of Request and Date Funding Needed

\$1,010.00
July 2021

Describe in detail the purpose and specific use of the funding

These funds would be used to purchase 4 additional dog waste stations to place in places heavily used by dog walkers. In addition we would create a 'map' showing a couple of loops that make good dog walks and distribute that to locals and visitors. The map would also include a list dog friendly businesses and highlight program sponsors.

The sponsoring businesses would 'adpot' a station and be responsible for checking and regularly emptying the can liners into their own waste stream (the Town would not be expected to do or fund that). We would need help from the town to install the poles for the waste stations. Some may need to be removed from poles seasonally and stored to accomodate snow removal.

Please provide a financial breakdown of your project/request.

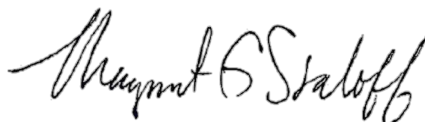
See attached budget

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

Dog waste is a public health/water quality issue and as such falls under the purview of the Select Board. Wilmington Works and the committee are providing labor and the structure for on-going maintenance as matching funds (nearly 50%). We would appreciate the support of the Select Board to help provide ammenities for the MANY dogs and dog-owners we see downtown, as well as enhancing the environment for those who don't own dogs by providing for the removal of dog waste. In addition, we will sponsor a marketing campaign attracting those traveling with dogs to stop and 'take a break' in Wilmington. Doubtless these dog owners will spend some time and money in town while on the road as well as appreciating having a nice place to walk their dogs. Many will become repeat visitors!

Signature of Applicant

Date 6/23/2021



The Dog Friendly Downtown Group proposes the purchase of 4 waste stations to place around town in addition to re-locating the one currently on the Tennis Courts.

Waste station systems we propose can be found here: <https://dogwastedepot.com/4-station-bundle-dog-waste-station-complete-full-station/>

Possible locations:

- Library Lawn (dog poop is a problem here!)
- West Main Parking lot, exact spot TBD, maybe on the existing 'dog waste' notice pole.
- On Far end of green pedestrian bridge at trailhead
- At entrance to HTW trail behind Moover (NOTE we should coordinate/ask Trails Committee on both of these)
- One is already up at the Tennis Courts/entrance to Hayford Field. Need to relocated further from the Tennis Courts to discourage dog owners using courts to let dogs loose
- Possibly one more; maybe Buzzy Towne Park (basketball court?) OR wait and see if this is enough/add a sign by BTP showing where stations are, since there is also a trash can for disposal in the S. Main parking lot and stations at Library and Tennis Courts which are near

To promote use: make a tri-fold map/brochure with a 'walking trail' that can be provided in brochure holder at stations as well as handed out at Chamber and other locations (Library, coffee shops) and promoted online via social media for visitors and locals. Map can also include 'happy dog' stops, ie businesses who offer dog bowls or biscuits and who welcome or allow dogs (indoors, or outdoors for eateries).

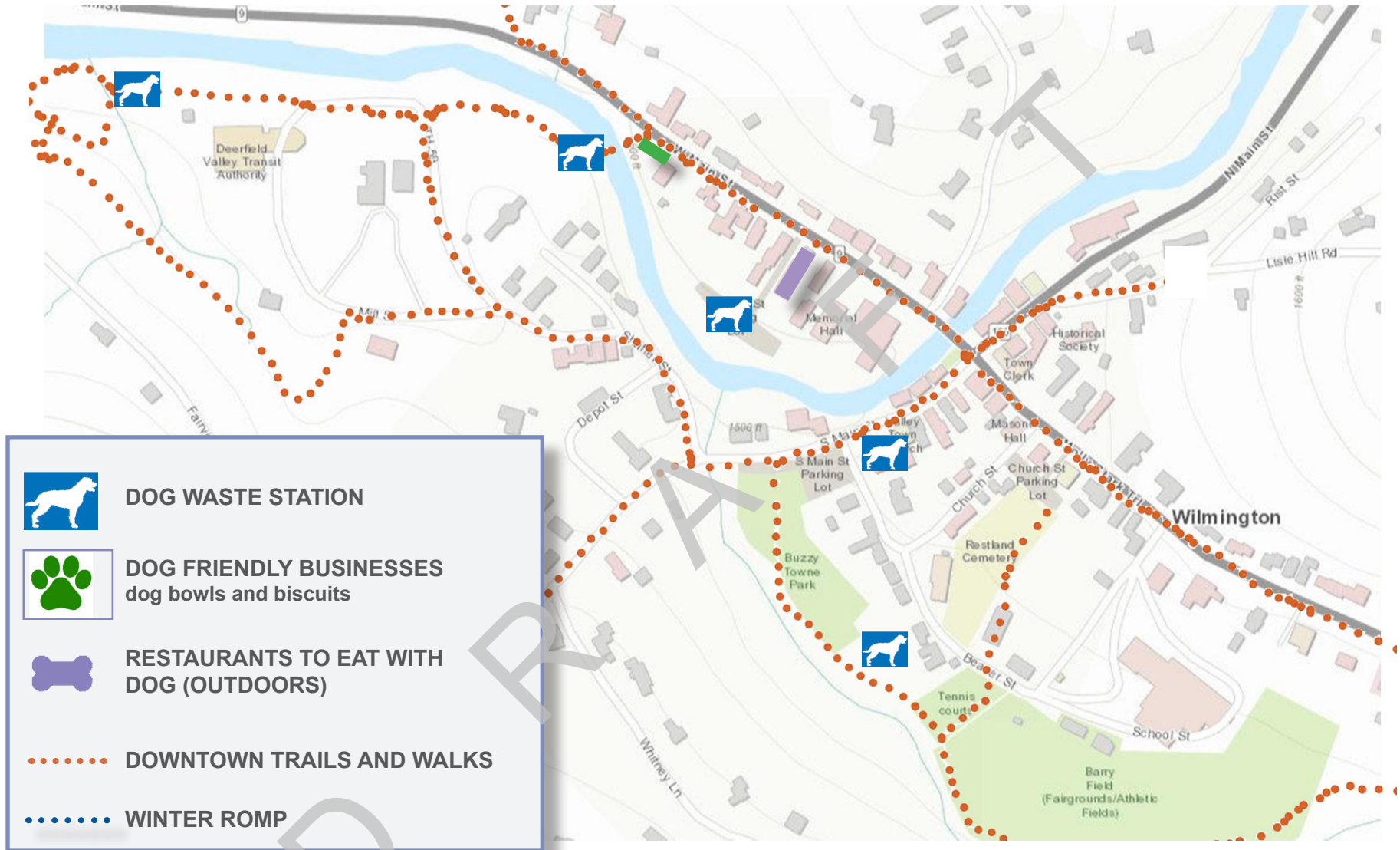
How to maintain: business 'sponsorships' (Adopt a Station) with signage promoting business and sponsors mentioned in the map/brochure. Sponsors will receive automatic reminders to check every week (or two weeks if that is all that is needed). Each station will be stocked with a roll of can bags (can go under the current bag in can). Additional Bags (can/poop) and keys available at Chamber, with Wilmington Works responsible for supplying. Supply use seems to be minimal but it is important to empty fairly regularly. Can go into regular waste stream of sponsor or town can if placed on a pickup day (coordinate with Town on pickup days)

Possible sponsors (more than there are cans, so we can rotate or know we have backup!):

- Village Roost
- Ratu's
- Town committees: Library, Trails
- Kitsits
- Michele Carlson design company (so sorry I did not write down exactly what it is called!)
- Chamber of Commerce
- Red Fox Shop
- (future) Alpenglow restaurant
- Wilmington Works
- Moover



WILMINGTON WAGS



NOTE ON WATER QUALITY ETC.....

PICKING UP YOUR DOGS WASTE KEEPS OUR RIVERS AND LAKES CLEAN, OUR DOGS HEALTHY AND.....

Dog Friendly Downtown Waste Station Project Budget

Expenses

ITEM	COST PER	TOTAL	ACTUAL
station bundle from Dogwastedepot	\$699.97	\$700.00	
Outdoor map/brochure holders, 7	\$30.00	\$210.00	
Map printing (500, glossy, accordion fold)	\$300.00	\$300.00	
Promotional (local/social media ads)	\$200.00	\$200.00	
creation/install/maintenance	\$600.00	\$600.00	
		\$2,010.00	

Revenue Funding

Town of Wilmington (1% request)	\$1,010.00
Wilmington Works marketing funds	\$400.00
In-Kind Labor	\$600.00
	\$2,010.00

Wilmington Events Program Fund Application

Complete 30 days Prior to Event

Name of Organization/Business/Committee _____ Living History Association, Inc. (LHA)
"Main Street Volunteers" _____

Mailing Address _____ P.O. Box 1389, Wilmington, VT 05363 _____

EIN#--- #03-0267178 **Attach a W-9** _____ **Amount** _____ from Town \$5,100.00

Please Attach Certificate of Liability Insurance (must match applicant name)

Name of Event _____ **"The Trail Guide" (Photo & Quote Gathering Events,
2021-22 Publication for area promotion)**

**Event Date, June 26, 27, 2021, Vietnam Display Event, Wilmington Flea Market, Photo &
quote gathering;**

**July 31, August 1, Blueberry Festival Time Line Event, West Dover, Photo &
Quote Gathering**

**August 7, Wilmington Old Home Week Parade, Wilmington, Photo & Quote
Gathering**

**August – October materials gathering for publication & 1 kiosk promoting
Wilmington and the Deerfield Valley 2022**

Location of Event _____ Wilmington & Dover, (Maybe 1 event in Readsboro now in initial stage)

Contact Person James A. Dassatti

Phone Number 802-423-7740

Email Address livinghistoryassn@outlook.com _____

Is this event partnered or co-sponsored with any other group? YES

If so who? Dover Historical Society, Reenactment Committees & Departments of the LHA, various lodge and business owners in the Deerfield Valley, Wilmington Flea Market, also consultation with Blueberry Festival and Wilmington Old Home Week. Others will be asked to help each month.

Is this a new event? YES If not, how long has this event been in existence?

Describe the event? (How many people are expected, the audience you are attracting, the goal, how the event will benefit the town, how the event will be advertised, number of volunteers, etc.)

Describe the event – It is the creation of a South Central Vermont "Trail Guide." The main emphasis of this grant is to create "A pre-promotional publication to attract tourism visitors for 2022." There will be several different events of historical displays and parades as well as the research and construction of 1 historical kiosk for the "Self-Guided Historical & Recreational Driving Tour. The listed 2021 events will be very limited in size due to the effects of Covid-19,

but by using close-up or cropped photos we will be able to hide that fact for this publication – with a goal of portraying our geographic area as a happening place of social and cultural activity. In addition, the publication will feature various recreation sites in our area with maps and photos. Much of the same information will appear on a new web site that is being devised for that purpose.

One of the main emphasis of the publication will be the promotion of similar events for 2022, and indeed it is intended as a pre-promotional build up publication to attract tourism visitors for 2022. Plus, a much larger attended major fund raising Deerfield Valley Bike Challenge Event will be featured. This publication is intended as a first installment of a repetitive effort to bring business to Wilmington & Dover by applying to new market areas.

How many people are expected – 125 participants spread over the 3 events listed. We have a future goal (which would include the Bike Challenge in 2022) of 300-600.

The audience you are attracting – 12 to 50 family, friends, & 300 plus well-wishers. During the next 6 months the organizers will be discussing the creation of the Bike Challenge event and a post event festival type party for 2022. If we do this the non-participant audience numbers could reach several hundred more. At least one party style event (again for securing photos) is under discussion and planning for 2021.

The goal – is to begin several new thought processes within the citizenry such as “we are all citizens of the Deerfield Valley” with like-minded values, experiences, and pride in where we live. Proceeds from the 2021 events will be used to spur volunteerism and economic cultural development in a more publicly visible Deerfield Valley through wide spread distribution of the intended publication (s).

How the event will benefit the town – we know that this experience of inter-cooperation in one publication, and the unmasking of our commonalty of existence, and life styles, as towns in the Deerfield Valley will bring our towns closer together as a people that can be carried forward to other common civic challenges to include the need for more cooperative marketing efforts. The creation of Wilmington’s first kiosk for the driving tour will be of great help in encouraging inter-town cooperative efforts as other kiosks are erected in the other towns.

Uses for funds raised will change each year (or in the case of uncompleted tasks be carried over to the next year). Immediate uses for funds raised will be as follows:

- A donation to the Towns of both Wilmington and Dover for one placement of a historical kiosk in each of those towns that will be associated with the “Self-guided Historical and Recreational Driving Tour” which is eventually to be extended from Readsboro, to Whitingham, Wilmington, and Dover. This is a tourism initiative to push visitors up and down the Deerfield Valley.
- To use funds for historical research, writing and distribution of the proposed “Guide” which will assist in the production of other promotional materials for tourism

promotional efforts. These funds can be used for various events as listed or other events that present themselves which will also be designed to attract tourism.

- Seed an effort to fund 2 similar publications prior to May 2022.

How will the event be advertised – Actual events are to be advertised through posters, web sites, ads in the Deerfield Valley News and Brattleboro Reformer, press releases, through a variety of funding sources or hosting sponsors. The proposed publication is advertising in itself.

Number of volunteers, etc. – an approximation:

DATE	ORGANIZATION	# OF VOLUNTEERS	LOW EST.	HIGH ESTIMATE
June 26, 27	Wil. Flea Market	1		3 (3 actual)
	LHA	4		6 (7 actual)
July 31, Aug 1	Blueberry Festival Committee	3		6
	LHA	20		45
August 7	Old Home Week Parade	20		40
	LHA through Band Contract stipends	95		110
Kiosk, web site & publication work		3		8
TOTALS			146 low	218 high

We are currently working on this (WOHW Parade) and feel confident to say that we currently have 19 but the process leading up to the event will include a major effort to recruit additional volunteers. The greatest need will be traffic direction for the Old Home Week Parade. Our goal is to have 40.

Please attach a detailed budget with cost estimates, grant request, matching cash and in-kind funds and anticipated revenues (if any expected). Itemize each expense for the total cost of the event with vendor name (i.e. posters, banners, decorations, materials, advertising, etc.)

Wilmington Events Program Fund Application

“The Guide”

PROGRAM BUDGET: These are all good estimates based on experience.

In-Kind Donations for events as listed:

Deerfield Valley News, in-kind donation, LHA Com. & Flea Market	\$ 250.00
Brattleboro Reformer in-kind, LHA or WOHW	\$ 250.00
Advertising on LHA, MSV, and other web sites and social media, in kind	\$ 2,000.00

Research of kiosk for driving tour, in-kind Donation, Tentative Julie Moore	\$ 900.00
Registration & administrative paperwork, in-kind by WOHW & LHA	\$ 500.00
200 bottles of water @ \$1.00 each, In-kind, Deerfield Lions / 7-Eleven in-kind	\$ 200.00
Design of ads, in-kind service donation, Warren Kazakiewich	\$ 500.00
TOTAL OF IN-KIND DONATIONS	\$4,600.00

CASH DONATIONS: Distribution LHA newspaper "The Guide": 6,000 copies

In Deerfield Valley News 3,000, cash donation LHA General Fund	\$ 250.00
Guilford State Visitor Center 1,500, cash donation LHA General Fund	\$ 250.00
1,500 copies Direct mailing to membership and promotional at 55 cents per piece, LHA General Fund	\$ 825.00
Porta-johns for Wilmington Flea Market Event, LHA General Fund	\$ 500.00
Dover DASP Grant for "The Guide"	\$2,500.00

TOTAL OF CASH DONATIONS **\$4,325.00**

TOTAL MATCHING DOLLARS & IN-KIND SERVICES **\$8,925.00**

Money Requested from Wilmington:

Other Advertising:

Directional signs for line-up routes (generalized wording, construction by LHA)	\$ 200.00
6 large event banners	\$ 600.00
Physical kiosk and installation	\$1,800.00

"The Guide" Living History Association Newspaper general Deerfield Valley promotional content for the summer season's many events, Driving Tour, & particularly for 2022; 12-16 pages **\$2,500.00**

Approximated Event and "The Guide" Costs paid by Wilmington: **\$5,100.00**

TOTAL MATCHING DOLLARS & IN-KIND SERVICES **\$8,925.00**

TOTAL PROJECT COST: **\$13,525.00**

OTHER PARTICULARS & FUNDS:

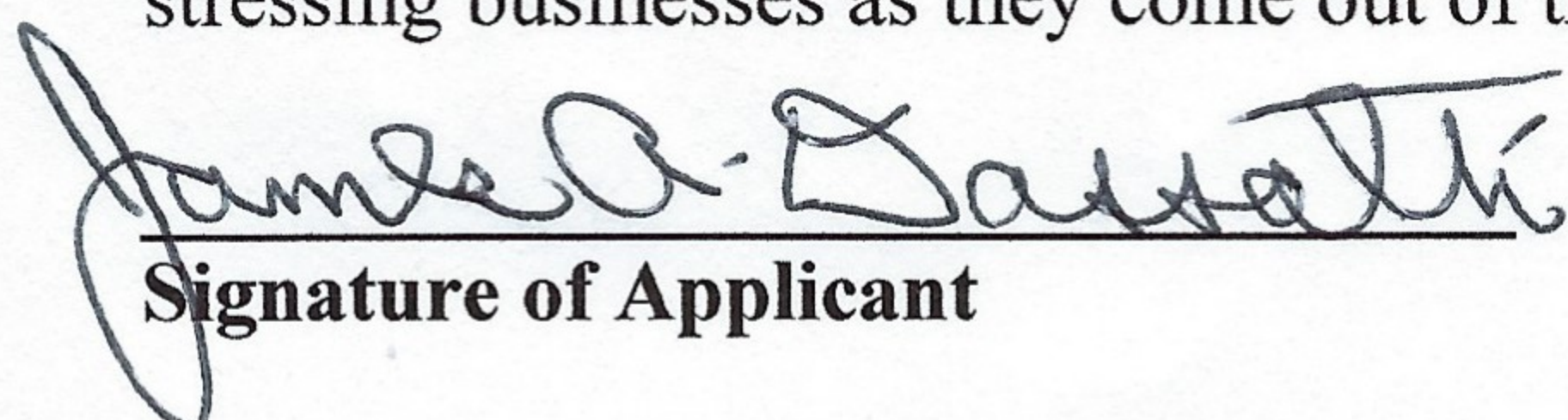
While this application does not show a 50/50 match in cash, other funds for this same project will be applied for from Dover in nearly exactly the same amounts resulting in another kiosk in Dover (In-kind tentative research provided by Dover's 5th Grade & Sue Neuman's International Bachelorette Program with oversight by the Dover Historical Society).

In Readsboro \$3,000 for kiosks was appropriated. In-kind research is being provided by James Dassatti and to date he has hours in excess of a \$2,000 contribution. Construction will not proceed until at least one other town begins involvement.

The Moover Bus Line in Wilmington is allowing its walking path with 4 already erected kiosks about a large portion of Wilmington's Industrial History to be a part of the Self-Guided Historical and Recreational Driving Tour.

Two social events are being planned for the Fall of the year to help with any overflow of costs although none are expected in the details of this proposal. Provided that there is no overflow of costs these social event proceeds will be used to assist with programing and publication in 2022.

We also hope to gather some advertising money for the publication so long as we are not stressing businesses as they come out of the Covid-19 crisis / situation.


Signature of Applicant

6/30/2021
Date

James A. Dassatti
Print Name

Living History Association
Executive Director
Title


Signature of Applicant

6/30/2021
Date

Jim Franzinelli
Print Name

Main Street Volunteers
Chief Executive Officer
Title

Submit to: jdefrancesco@wilmingtonvt.us or 2 Main Street, P.O. Box 217, Wilmington, VT 05363

Grant Addendum, Upcoming

2021 Hold as many organizational recruiting meetings as necessary.

Completed, June 2021 – Vietnam Event.

July 31: Time Line Event, Blueberry Festival, West Dover, photos for publication.

August 7: Volunteers needed to help direct and hold traffic in place, Wilmington Old Home Week Parade 10:00 am to 1:15 pm. Photos for publication event.

September? Tentative? Exact date, time, cook, yet to be determined. Photos for publication event. Volunteers needed to conduct a concert & BBQ with on site raffle (s), fund raising event to get MSV off the ground;

September 18-19 begin preparing Readsboro Membership Drive.

October ? Indoor dinner event simple Italian cuisine. Photos for publication event.

November 10 begin preparing Dover Membership Campaign.

*****December 1 Publish 1st Guide using photos and information collected in 2021 to promote 2022.** Begin preparing Wilmington Membership Campaign.

January 20 Whitingham Membership Campaign & Readsboro Capital Campaign,

****** February, Publish 2nd Guide. Tout 2021, upcoming 2022, Bike tour.**

Capital Campaigns:

February, Dover Publish 2nd Guide.

March, Wilmington & LHA Reenactors

April, Whitingham



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shoff Darby Companies 488 Main Avenue 3rd Floor Norwalk CT 06851		CONTACT NAME: Marisa Mancini-Cavallo PHONE (A/C, No, Ext): (203) 354-6200 E-MAIL ADDRESS: cavallom@shoffdarby.com FAX (A/C, No): (203) 354-6480	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Sports, Leisure & Entertainment RPG & its members who submitted an enrollment form & Living History Association Interpreters P.O. Box 1389 Wilmington VT 05363	
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COVERAGES	CERTIFICATE NUMBER: 21/22	REVISION NUMBER:
------------------	----------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			RPG75079	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ excluded
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Legal Liability to \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: RPG Member						COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Medical Payments to Participants (excess)			RPG75079	05/01/2021	05/01/2022	Limit \$5,000 Deductible per claim \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Reenactment Group 147 Members
Adding 20 members

CERTIFICATE HOLDER	CANCELLATION
147***Evidence of Insurance***	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



State of Vermont
Office of the Secretary of State
128 State Street
Montpelier, VT 05633-1101

P: 802-828-2363
<https://sos.vermont.gov>

James C. Condos, Secretary of State
Christopher D. Winters, Deputy Secretary

MEMORANDUM

TO: State Agencies and Municipalities

FROM: Secretary of State Jim Condos

DATE: June 14, 2021

SUBJECT: **State of Emergency Expiration and the Open Meeting Law**

The state of emergency declared in 2020 in response to COVID-19 will expire June 15th at midnight. As a result, the temporary measures enacted by the Vermont Legislature and tied to the declared emergency will also expire. Among them are [Act 92](#) and [Act 113](#) of 2020, which had temporarily amended the open meeting law (OML) to allow for fully remote public meetings and electronic posting of notices.

As of Wednesday, June 16 at 12:01 AM, public bodies must now comply with the long-standing OML as it appears in [1 V.S.A. §§ 310-314](#). This means:

A physical meeting location for public participation must be provided. Public bodies must designate a physical meeting location where members of the public can attend and participate in public meetings. At least one member of the public body, staff member, or designee must be physically present at this location throughout each meeting. 1 V.S.A. § 312(a)(2). Public bodies with concerns about their physical space or staffing may need to postpone meetings, consult with their legal counsel, or both.

Members of public bodies may attend meetings remotely. Members attending remotely must self-identify when the meeting convenes and be able to hear and be heard throughout the meeting. If any member attends remotely, votes that are not unanimous must be taken by roll call. If a quorum attends remotely, a staffed physical meeting location must be provided for members of the public to attend and participate. 1 V.S.A. § 312(a)(2).

Options for remote public participation are encouraged. The text of the open meeting law does not explicitly require permitting the public to attend and participate from remote locations. Nonetheless, we at the Secretary of State's office urge public bodies to find means to continue including the voices of members of the public who have limitations that may preclude physical attendance. Supporting the right of *all* members of the public to express their opinions on matters considered is one path to

accountability. See 1 V.S.A. §§ 311, 312(h). Please note also that public meetings under the OML are subject to public accommodation requirements found elsewhere in state law. 1 V.S.A. § 312(a)(1); 9 V.S.A. chapter 139.

Public bodies should review the OML's advance public notice requirements. The electronic posting in lieu of physical posting allowances during the state of emergency are no longer in effect. Notices and agendas should clearly identify the designated physical meeting location, and, as relevant, any info about how the public may access meetings remotely. Advance public notice for municipal public meetings must be posted in three physical locations, including in or near the municipal office. 1 V.S.A. § 312(c), (d).

The Secretary of State's office encourages municipal public bodies to consider continuing to post notices and agendas in electronic locations, in addition to physical and website postings. We also remind all public bodies that OML notices and agendas ought not be altered within 48 hours of a regular meeting nor 24 hours of a special meeting. Public bodies that find their posted notices and agendas no longer comply with OML requirements for upcoming meetings may need to reschedule meetings, consult with legal counsel, or both.

Meeting minutes must be made available after five calendar days from the date of the meeting. 1 V.S.A. § 312(b). The 10-day extension relating to staffing shortages during the state of emergency is no longer in effect. In addition, the Secretary of State's office encourages select boards, school boards, and other municipal legislative bodies to consider continuing the practice of audio- or video-recording their meetings.

As always, we recommend that every municipality be in touch with its own municipal counsel for legal advice about how to handle specific scenarios during this time of transition.

Vermont's public servants have made it clear that our government can still operate and make critical decisions during a public health emergency without sacrificing the public's right to know and to participate.

You have persevered under incredibly difficult conditions, with added responsibilities and new daily challenges. Now, as we transition together to the new "new normal," we hope to hang on to the many successes of the past 15 months, even as we look forward to revisiting our old ways.

We thank you wholeheartedly for everything you're doing to serve our Vermont communities.

From: Bonni Pactor <bpactor@connectmecapital.com>
Sent: Tuesday, June 29, 2021 11:44 AM
To: Scott Tucker <stucker@wilmingtonvt.us>
Cc: Robert Brunner <bob.brunner@yahoo.com>
Subject: For Selectboard meeting....Garden and Live Music Tour

Hi Scott,

Per our conversation, below is the press release we put out for the event, and attached is the flyer that you may have seen around town. We will have 350 tickets total for the tour, which also includes the volunteers, and musicians, which would be parked at the homes they are assigned to. There are 6 homes on the tour, including Wilmington, Dover, Whitingham and West Halifax. As discussed, one of the homes on the tour is located at 497 Boyd Hill Rd. and there are 'no parking' signs along the road. We do not want to compromise any safety, however from 12-4pm on 7/17, there will be many cars traveling to gardens, and I'm hoping that we can get some parking relief to allow people to park on the road, in spots where it would be wide enough for an emergency vehicle to get through. We are willing to do whatever we need to in order to make sure the parking stays safe, working with the police however they would like us to, providing volunteers to manage parking, putting cones up, etc. My concern is that people will line up to get in, and so we could end up with a worse situation than if they parked on the side of the road. If needed, we can also make signs that say Tour parking only 12-4 to put on any of the no parking signs that we could have relief from that day.. Please let me know if you need anything else. Thanks!

The Deerfield Valley Rotary Club is holding its 2nd Annual Garden and Live Music Tour on 7/17 from 12-4pm, rain or shine. It is a self-guided tour where you can visit beautiful gardens in the Deerfield Valley in any order you would like, and see live musicians perform! Visit some or all at your own pace. Tickets are a \$30 donation, and can be purchased at: <https://deerfieldvalleyrotarygardenandlivemusictour.eventbrite.com> or at the Chamber of Commerce in Wilmington. There will be a limited number of tickets sold, so get your tickets while supplies last! This event sold out in advance of the date last year! New this year is a raffle for Ann Coleman's signed, framed print of "Delphiniums and Lilies". Tickets are \$5 each.

We thank the homeowners and musicians (Jill Sachs, Logan Boyd, Kevin Parry, Paul Fisher, Sky Alan, Peter Miles, Bongobilly, Trumpet Andy, Chris Mays, Jaqueline DeVoe and Logan Haley) who have donated their time and treasures, and we thank our sponsors too: Deerfield Valley Real Estate, Snow Republic Brewing Company, Fisher and Fisher Law and Black Diamond Tree Service! Snow Republic Brewing Company, Maple Leaf Tavern, Jezebels Eatery, Anchor Seafood Restaurant and Deerfield Bar and Bottle will be offering specials to ticket holders too on 7/17.

The Deerfield Valley Rotary raises money to then donate to the local community where it is needed, so you can enjoy a great afternoon while giving back to the local community at the same time!