

Wilmington Selectboard Agenda July 19, 2022 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of June 21, 2022 (5 minutes)
3. Action Items (10 minutes)
 - *The Selectboard to possibly appoint Kit Cincotta to the Trails Committee for a 4-year term expiring in 2026.*
 - *The Selectboard to possibly appoint Jason Hartnett to the Recreation Commission for a 4- year term expiring in 2026.*
 - *The Selectboard to possibly approve the Town Clerk's request of 50% reimbursement for overtime hours accrued.*
 - *The Selectboard to accept amended Zoning Articles V, VII, VIII and X from the Planning Commission*
4. Mount Snow (15 minutes)
 - *Mount Snow General Manager to introduce himself and give a brief update.*
5. 1% Local Option Tax Request (5 minutes)
 - *The Selectboard to possibly approve the 1% request from the Trails Committee in the amount of \$25,000 to fund trail maintenance.*
6. Short-Term Rentals (15 minutes)
 - *Economic Development Consultant to discuss short-term rentals in Wilmington.*
7. Route 9 Water/Sewer Extension (10 minutes)
 - *The Commissioners to possibly authorize moving forward with the RFP for full engineering design and construction documents for the proposed Route 9 East Water/Sewer Extension. Also, a discussion about where future funding may come from.*
8. Liquor Commission (5 minutes)
 - *The Liquor Commission to possibly approve A Request to Cater Permit and Open Container Exemption for a wedding at Memorial Hall on August 20th and for a cabaret performance August 25-27, 2022 catered by 19 South Main Restaurant; and*
 - *A Special Event Permit for Vermont Distillers and a Request to Cater for Anchor Seafood during the Blueberry Block Party on August 6, 2022; Also, the Liquor Commission to possibly waive the Open Container Ordinance Exemption for the Blueberry Block Party.*
9. Other Business
10. Select Board Members Comments
11. Town Manager's Updates (10 minutes)
12. Executive Session
 - *The Selectboard to enter into Executive Session for the purpose of (1) Attorney Client communications regarding 34 Look Rd LLC Permit and E-court appeal; (2) to discuss a potential real estate lease agreement; (3) to discuss a potential real estate conveyance of town owned property; and (4) to review a resolution & consent, notice, and conveyance of town owned property.*
 - *The Selectboard to possibly approve the resolution & consent and legal notice for conveyance of town owned property and appointing town manager as their duly authorized agent.*

Wilmington Selectboard Meeting Minutes

June 21, 2022

Present: Tom Fitzgerald, John Gannon, Vince Rice, Sarah Fisher, Tony Tribuno

Others Present: Scott Tucker, Jessica DeFrancesco, Gretchen Havreluk, Christine Richter, Tim Dolan, Amelia Nick, Bethaney LaClair, Marie Paige, Dennis Richter, John Lazelle, Shannon Wheeler, Jim Wiesner, Cheryl Rusin, Carolyn Palmer, Dave Moulton, Jennifer Fitzgerald, Samba Diallo, Jessica Lee Smith, Meg Staloff, Allison Maynard, Tony Kilbride, Chris Boyd, Elizabeth McEwen, Meg Streeter, Cindy Hayford, Rhonda Gleason, Justin Johnston

Meeting called to order at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda

- Liquor Commission; should be for July 3rd at the Marina
- Dave Moulton from Mt Snow; they are updating their master plan and would like to schedule a meeting with the Selectboard.

2. Approve Minutes of May 17, 2022

- Gannon moved to approve the minutes of May 17, 2022, Rice second; all in favor.

3. Action Items

- Gannon moved to approve the Letter of Intent to participate in the FY23 Grants-In-Aid Program, Fisher second; all in favor.
- Gannon moved to approve a letter of support to place a Wilmington Bridge project on the Vtrans Capital Project Pilot Program, Rice second; all in favor.
- Gannon moved to approve the three official posting locations as Town Clerk's bulletin board, C&S Grocer, and River Valley Market, Rice second; all in favor.
- Wiesner asked about toxicity to the soil and if it should be tested before we approve it. Fitzgerald recommended he contact the state with his concerns. Fitzgerald moved to approve a two-year permit for the DVDF Demolition Derby, Rice second; all in favor.

4. Bi-Town Marketing Update

- The Selectboard heard an update from Tim Dolan and see the Digital Ad Campaign; google search, digital campaign- foliage in August and a separate day drive campaign, YouTube video, Content capturing (photo/videographers, content creator). Full PowerPoint is available on the town website.

5. 1% Local Option Tax Request

- Costs are increasing and some things are hard to come by. Sponsorships are down for events due to financial strain. They have been unable to find a midway company so far that are able to accommodate. There will be two food vendors- Jr's and Maple Brook Farm. Gannon moved to approve the 1% request from the DV Farmers Day Fair in the amount of \$13,000, Fisher second; all in favor. Havreluk offered to help the Fair look for and apply for some agricultural grants.

Fitzgerald moved to enter into Water Commission at 6:31 pm, Rice second; all in favor.

6. Water Commission

- There isn't much change in the budget. We will be collecting interest on late payments beginning this next fiscal year. The classifications have been simplified to: single-family home, small non-profit, small commercial, large commercial, and sprinklers. Definitions for these have also been created. Gannon moved to approve the FY 23 water budget and set the classifications and rates as presented, Rice second; all in favor. (Classifications and definitions attached).

Out of Water Commission at 6:43 pm.

Fitzgerald moved to enter into Sewer Commission at 6:43 pm, all in favor.

7. Sewer Commission

- The ECU rate would be \$607.41, but Richter recommends rounding it to \$607.50. Gannon moved to approve the FY 23 sewer budget and set the ECU rate at \$607.50, Rice second; all in favor.

Out of Sewer Commission at 6:50 pm.

8. FY 23 Tax Rate

- The total tax rate would be .6174. The estimated rate was about a penny more. Gannon moved to set the tax rate for FY 23 at .6174, Rice second; all in favor.

9. Tax Sale

- It looks like Haystack lots is all that will be going to tax sale on Thursday. Tribuno will be the town rep.

10. ARPA

- See attached lists

11. Use of Fire Department Building

- Tucker would like to allow Voices of Hope use of the building as a start to "healthy living," outline in his memorandum with attachments from VOH. He's looking for 2-3 years to see if the town needs more storage, if there's a possibility to lease out some of the space, and use the building for community meeting space. Palmer commented that she had planned to ask the Town Manager about storage space while they are undergoing renovations. Voices of Hope have 4 types of meetings; 12 step AA, a bereavement group, recovery coaching, SMART recovery, and all recovery. They need a place to hold these meetings. Smith agreed that community outreach and support groups would be a great use. The Selectboard agreed to turn the use of the old Fire House over to the Town Manager with a plan and update by summers end.

Fitzgerald moved to enter into Liquor Commission at 7:40 pm, Rice second; all in favor.

12. Liquor Commission

- Fitzgerald moved to approve a Special Event Permit for a tasting at High Country Marina on July 3rd from 12-7 pm, hosted by SC Distillation, Rice second; 3-2.

Out of Liquor Commission at 7:48 pm.

13. Other Business

14. Select Board Members Comments

15. Town Manager's Updates

- The Board has been noticed as a local Cannabis Control Commission, with Jessica as contact to receive licenses.
- Doug Furlon will be doing some of the work at Memorial Hall to fortify the stage.
- Sheldon will be leaving Thursday, June 23rd instead of next week.
- 34 Look Rd LLC, Jen Nielson and Eric Potter have filed appeals in E-Court on a DRB decision. Our town attorney filed a notice of appearance on behalf of the town.

Meeting adjourned at 8:10 pm.

Respectfully Submitted,
Jessica DeFrancesco, Administrative Assistant

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vince Rice, Clerk

Sarah Fisher

Tony Tribuno

Hi Jessica,

As a follow up, please let this be my official email expressing interest in becoming a member of the Town of Wilmington's Trail Committee.

I will be out of town for the 21st of June, but could attend the 19th of July's Selectboard meeting either by Zoom or in person.

Thank you for your consideration.

Kit Cincotta

From: Jason Hartnett <jasonhartnett@hotmail.com>
Date: July 10, 2022 at 9:54:06 AM EDT
To: "stucker@wilmingtonvt.us" <stucker@wilmingtonvt.us>
Subject: Recreation Commission (open position)

Good morning Scott,

I am writing you this morning to express my interest in the open position on the Wilmington Recreation Commission.

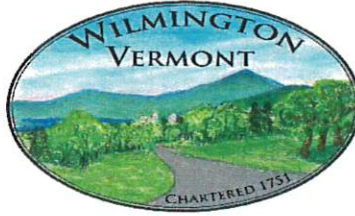
A bit about myself, I am a Wilmington resident for 5 years now, having moved up from Long Island. I have two children who attend TVHMS and TVES. I currently serve on both the Twin Valley school board and the Windham Regional Superboard. My work history includes many years of Quality and Production Management through various industries, I currently work for Home Depot Measurement Services, in which I visit potential customers in their homes to discuss remodel projects and flooring options and create blueprints of their homes, conduct site surveys and begin their quote process. This role affords flexibility in my schedule so that I'm typically able to get my kids both on and off the school bus.

I joined the school board because I consider myself an involved parent and I want to be just as involved in my community which brings me to why I'm interested in this open position. I spent some time speaking with Karen Molina and her daughter Sara the other day, they told me about the makeup of the Rec Commission, a bit about what they do, how they function, and their goals. I believe that if I were to be appointed to the commission (apologies, I am not definitively aware of the process) that I would bring another level of diversity to the discussion and planning table.

Thank you for your time and consideration for this position. If you have any questions or comments, please do not hesitate to reach out.

Thank you,

Jason Hartnett
802-258-1350
JasonHartnett@hotmail.com



TOWN OF WILMINGTON
OFFICE OF THE TOWN CLERK

June 30, 2022

Thomas Fitzgerald, Selectboard Chair
c/o Scott Tucker, Town Manager
2 East Main St.
Wilmington, VT 05363

Dear Tom and members of the Selectboard:

As another fiscal year closes, I come before you with a request. My first year with the town began amid the pandemic, elections, town-wide reappraisals, appeals, and a real estate surge. It was important to me to get "up-to-speed" and promptly and efficiently serve the community. My first full fiscal year, I accumulated 238.9 hours over and above my weekly commitment, as shown on the attached worksheet. I have tried to recapture some of that time in this fiscal year, but as you can see, I have only used 74 hours. I humbly ask whether you would consider paying me for 50% of the remaining hours, which would be the equivalent of 2.4 pay periods.

I am available to answer questions or concerns.

Thank you for your time and consideration.

Sincerely,

Therese M. Lounsbury
Wilmington Town Clerk

wk ending	hrs	wk ending	hrs	wk ending	hrs
5/3/2020		7/5/2020	4.5	7/4/2021	3.50
5/10/2020		7/12/2020	7.75	7/11/2021	4.75
5/17/2020		7/19/2020	1.5	7/18/2021	(5.75)
5/24/2020		7/26/2020	2	7/25/2021	(1.00)
5/31/2020		8/2/2020		8/1/2021	-
6/7/2020	3	8/9/2020	6.5	8/8/2021	3.75
6/14/2020	0.25	8/16/2020	5	8/15/2021	5.75
6/21/2020		8/23/2020	2	8/22/2021	2.00
6/28/2020	3	8/30/2020	0.75	8/29/2021	1.50
		9/6/2020	6	9/5/2021	(13.75)
		9/13/2020	3.25	9/12/2021	(6.25)
		9/20/2020	4.75	9/19/2021	(6.75)
		9/27/2020	2	9/26/2021	2.00
		10/4/2020	2	10/3/2021	-
		10/11/2020	15.25	10/10/2021	7.00
		10/18/2020	7.75	10/17/2021	(7.00)
		10/25/2020	-0.1	10/24/2021	(0.75)
		11/1/2020	5.25	10/31/2021	(1.00)
		11/8/2020	18.25	11/7/2021	2.75
		11/15/2020	9.5	11/14/2021	2.75
		11/22/2020	12.25	11/21/2021	(35.00)
		11/29/2020	5.00	11/28/2021	0.25
		12/6/2020	9.50	12/5/2021	0.75
		12/13/2020	8.75	12/12/2021	(0.25)
		12/20/2020	8.50	12/19/2021	(18.50)
		12/27/2020	2.00	12/26/2021	(7.00)
		1/3/2021	5.75	1/2/2022	1.25
		1/10/2021	12.00	1/9/2022	(5.75)
		1/17/2021	1.25	1/16/2022	(7.75)
		1/24/2021	9.75	1/23/2022	4.25
		1/31/2021	10.50	1/30/2022	(2.25)
		2/7/2021	14.25	2/6/2022	1.25
		2/14/2021	18.75	2/13/2022	(1.25)
		2/21/2021	8.75	2/20/2022	1.75
		2/28/2021	3.50	2/27/2022	2.00
		3/7/2021	10.00	3/6/2022	6.00
		3/14/2021	5.50	3/13/2022	(2.00)
		3/21/2021	7.25	3/20/2022	1.75
		3/28/2021	(3.50)	3/27/2022	0.75
		4/4/2021	3.25	4/3/2022	1.25
		4/11/2021	6.50	4/10/2022	0.50
		4/18/2021	(4.25)	4/17/2022	1.50
		4/25/2021	3.25	4/24/2022	5.75
		5/2/2021	(6.25)	5/1/2022	2.25
		5/9/2021	(21.00)	5/8/2022	(5.00)
		5/16/2021	(4.50)	5/15/2022	6.25
		5/23/2021	-	5/22/2022	(13.00)
		5/30/2021	3.75	5/29/2022	(0.75)
		6/6/2021	0.50	6/5/2022	-
		6/13/2021	-	6/12/2022	(1.50)
		6/20/2021	1.75	6/19/2022	(3.00)
		6/27/2021	2.25	6/26/2022	(2.00)
FY 2020	6.25	FY 2021	238.9	FY 2022	(74.00)

238.9 Total Hours Overtime First Year
-74 Total Hours Recaptured
164.9 Hours Remaining = 4.7 pay periods
82.45 50% of Hours Remaining = 2.4 pay periods
Approximate amount: \$2,445.24

This data is supported by submitted timesheets.

Procedure for Funding Requests of the 1% Local Option Tax Reserve Fund

The following guidelines have been established for the use of the 1% Local Option Tax Reserve Fund:

- The Select Board is the statutorily approved decision making body authorized to determine the use of the Reserve Funds. All requests for funding must be approved by the Select Board.
- Projects that are less than or equal to 20% of the balance in the 1% Local Option Tax Reserve Fund can be approved by the Select Board.
- Projects that are more than 20% of the balance in the 1% Local Option Tax Reserve Fund must be approved by the Select Board and the Wilmington voters at a properly warned Special Meeting.
- Any monies transferred from the Local Option Tax Fund into a town reserve or capital fund for use must receive voter approval at a properly warned Special Meeting.
- The Select Board reserves the right not to fund a project should such an undertaking be deemed unacceptable; or to fund it in an amount different from the original request.
- The Select Board reserves the right to bring **any** project, regardless of cost, to the voters if they deem it in the best interest of the Town to do so.
- Applicants that are interested in applying for monies from the Reserve Fund will need to **complete a short application form or submit a similar informational Business Plan.**
- The Select Board will issue a decision on all applications within four weeks of the presentation of the application at a Select Board meeting provided that the Select Board determines that no additional information is needed to make a decision. If additional information is needed, the Select Board will issue a decision within two weeks of receiving that additional information.
- Approved projects will be able to access the funds with the signing of the next Town warrants (usually within one week).
- The above guidelines will also apply to any Select Board sponsored projects.
- The Selectboard has authorized using the Local Option Tax Fund when applying for grants that require matching funds.

Requests For Funding Through the 1% Local Option Tax Fund

Name of Person/Organization/Business/Committee

THE WILMINGTON TRAILS COMMITTEE

Date of Request

JUNE 27, 2022

Contact person, phone numbers, mailing and email address

WILMINGTON TRAILS COMMITTEE

ROBERT FISHER, CURRENT CHAIR

802-464-3276

535 SHEARER HILL ROAD, BRATTLEBORO, VT 05301

BOB@FISHERANDFISHERLAW.COM

Amount of Request and Date Funding Needed

THE TRAILS COMMITTEE IS REQUESTING FUNDING IN THE AMOUNT OF \$25,000 TO FUND THE ANNUAL MOWING OF THE TOWN TRAILS for 2022-2023

Describe in detail the purpose and specific use of the funding:

BY REQUEST FOR PROPOSALS, THE COMMITTEE RECEIVED TWO BIDS FOR MOWING TRAILS FOR THE SUMMER OF 2022 AND MOVED TO ACCEPT THE BID OF PEAK PROPERTY MANAGEMENT IN THE AMOUNT OF \$7,189 FOR 2022. PEAK PROPERTY MANAGEMENT PERFORMED LAST YEAR'S MOWING OF TRAILS AND HAS AGAIN STARTED THE TRAIL MOWING FOR 2022.

THE TRAILS COMMITTEE RECOMMENDS TO THE SELECTBOARD THE LOW BID FROM PEAK PROPERTY MANAGEMENT IN THE AMOUNT OF \$7189, AND ASKS THE BOARD TO FUND THE DIFFERENCE BETWEEN THAT FIGURE AND THE \$25,000 FOR USE IN 2023 AND POSSIBLY 2024.

Please provide a financial breakdown of your project/request.

PLEASE SEE THE ATTACHED BIDS.

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

THE FUNDING IS NECESSARY IN ORDER TO MAINTAIN OUR TOWN HIKING TRAILS TO A STANDARD WHERE THEY CAN BE EASILY UTILIZED BY THE PUBLIC. THE MOWING KEEPS DOWN THE HIGH GRASSES AND BLACKBERRY BUSHES THAT IMPEDE TRAVEL ALONG THE TRAILS. THE MOWED TRAILS INVITE THE PUBLIC AND OUR GUESTS TO WILMINGTON TO UTILIZE THE TOWN'S WONDERFUL LNETWORK OF TRAILS.

Signature of Applicant

Date

***ROBERT M. FISHER, CHAIR OF TRAIL COMMITTEE* JUNE 27, 2022**



Town Of Wilmington VT
PO BOX 217
Wilmington, VT 05363

Hi Town Of Wilmington VT,

Thank you for sharing interest in Peak Property Services LLC.

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

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

Please ensure you check off the services you require on the left as we offer multiple pricing options in some estimates.

These estimates are negotiable based on scope and frequency and we encourage customers to engage with us to ensure the services fit.

Name/Description	Estimate Description	Amount
Trail mowing and brush clearing Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Valley Trail, Wilmington to Chimney Hill Office 10 Visits. Rate is hourly based on how long it's going to take per person per hour.	1923.75
Trail mowing and brush clearing Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Shearer hill trail 2 visits.	641.25
Trail mowing and brush clearing Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Rapondah ridge trail 2 visits	769.50
Trail mowing and brush clearing Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Valley Trail, Chimney hill to haystack. Trail floor only. Three times	1154.25
Trail mowing and brush clearing Trail mowing and brush clearing	<u>Trail mowing and brush clearing.</u> Location: Beaver brook trail, BASKETBALL to Mobil bridge Location: *Monument Trail (if and when it comes back online this summer) Valley trail is counted as 2 separate sections, thus a total of nine "locations". I can piggyback	1282.50

Name/Description	Estimate Description	Amount
	<p>this onto the beaver brook mowing. Only adding @ \$135.00 per hour. As the beaver brook mowing is a minimum charge, it's very likely that for no additional cost I can do the monument too as needed.</p> <p>10 visits</p>	
<p>Trail mowing and brush clearing Trail mowing and brush clearing</p>	<p><u>Trail mowing and brush clearing.</u></p> <p>Location: Lisle hill trail</p> <p>3 visits.</p> <p>The entrance on whites road is unknown how much is needed currently for clearing. When my team are doing lisle hill they will just drive there from the parking spot and work on it as needed. So at most you will see an additional cost of approx \$270.00 for the season.</p>	384.75
<p>Trail mowing and brush clearing Trail mowing and brush clearing</p>	<p><u>Trail mowing and brush clearing.</u></p> <p>Location: Reardon bridge area, boardwalk area Three visits over the season. More frequent as requested.</p>	769.50
<p>Trail mowing and brush clearing Trail mowing and brush clearing</p>	<p><u>Trail mowing and brush clearing.</u></p> <p>Location:</p> <p>Primitive Trail trailhead (after Beaver Brook Bridge and including spur trail</p> <p>from Wahoo's to PT); behind Evan's property only as needed @ \$132.55 per hour.</p>	128.25
<p>Trail mowing and brush clearing Trail mowing and brush clearing</p>	<p><u>Trail mowing and brush clearing.</u></p> <p>Location: *Monument Trail (if and when it comes back online this summer) Valley trail is counted as 2 separate sections, thus a total of nine "locations". I can piggyback this onto the beaver brook mowing. Only adding @ \$135.00 per hour. As the beaver brook mowing is a minimum charge, it's very likely that for no additional cost I can do the monument too as needed.</p>	135.00

1. Scope
 - a. Properties covered
 - Outlined in estimate
 - b. Services
 - Outlined in estimate
2. Terms
 - a. Outlined in estimate
 - b. As stated in Section 3(c) below this clause is subject to necessary price addendums as necessary in the event business costs vary. A written notice will be provided as per the clause if required.
3. Fee Terms
 - a. Peak Property Services ("Company") shall receive for services rendered the amount outlined in the estimate.
 - b. The fee is guaranteed for the term of the contract.
 - c. The Company may propose to change the price anytime during the time of the contract in the event of economic events or incidents that will influence and damage business operations. Example; Large fluctuations in gas prices driven by oil shortages beyond our control. 30 days' notice will be provided.
 - d. The client ("Client" or "Customer") has the option to terminate the Agreement or to accept the proposed price changes and continue with the Agreement.
 - e. Any outstanding amounts owed for work performed will be due in full.
 - f. All payments from the Customer to the Company for services and products will be paid by the Customer on or before the due date on the invoice.
 - g. All invoices will be sent via email to the Customer's email address provided unless advised otherwise by Customer. A \$1.00 fee applies for paper invoices to reduce paper resources.
 - h. Upon early termination of the Agreement, Customer shall reimburse the Company for approved expenses incurred prior to termination and pay the Company for outstanding services rendered prior to the termination.
 - i. Failure to meet the payment.
 - In the event of a failure to meet a scheduled payment of any of the charges due and payable under this Agreement, the unpaid

amount will accrue interest of 1.5% per month (18% per year) until paid. If the Company engages an attorney to recover any late payment, the Company may recover the associated attorney's fees

- In the event of a failure to meet a scheduled payment of any of the charges due and payable under this Agreement, service may be terminated anytime by the Company until the payment is made.
- Outstanding, accrued payments must be made in full even after service terminated for any reason.
- Any reasonable, documented fees incurred by the Company to collect any late payment directly resulting from Client's failure to meet payment deadline will be charged to the Customer.
- Premature termination by the Customer will require payments for individual outstanding services completed before termination and monthly invoice.

j. Default

If any one or more of the following events shall occur, then to the extent permitted by law, the Company shall have the right to exercise any one or more of remedies set forth below:

- Failure to pay any payment due and such amount remains unpaid 15 days following notice of nonpayment from the Company;
- The client becomes insolvent or files for Bankruptcy protection (voluntary or involuntary);
- A receiver, trustee, conservator or liquidator is appointed on behalf of the Client under any Federal or State Law;
- Client's breach of any other section of this Agreement and fails to remedy said breach within 30 days after receiving notice of breach from the Company;
- The Client enters into a new agreement with another company for services provided under this Agreement at the contracted premises where those services begin before this Agreement's expiration date.
- Any attempt to renegotiate by the client will constitute a violation of the agreement. The company will immediately begin debt collection proceedings against the client.

k. Remedies

If this Agreement shall be breached by the Client or if the Client shall be in default as set forth above, the Company shall have the option to:

- Declare immediately due and payable any unpaid accrued balance, including interest.
- Bring action for collection of damages, expenses, reasonable attorney's fees, court costs, and interest;
- Discontinue services without notice.
- All remedies of the Company are cumulative and are in addition to any other remedies provided by the law.
- The election of one remedy shall not be deemed a waiver to any other remedies nor shall it preclude the Company from electing any other remedy concurrently.
- No failure or delay on the part of the Company to elect a remedy shall be deemed a waiver nor shall it modify the Agreement.

4. Disclosures

a. Communication

- If it shall become necessary for Company or Client to give notice of any kind, the same shall be written and served by sending such a notice by regular mail or email to the last known address of Company or the Client.
- The Customer acknowledges billing will be sent electronically unless advised of preference for mail service.

b. Auto Renewal

- If services rendered are on a seasonal routine basis the Client agrees that there will be a yearly continuation of services without the need for a yearly re-agreement.
- Any Company proposal and its services included will be automatically renewed annually once the need for it returns.
- The Customer acknowledges that a reminder will be sent 30 days before the New Year advising of automatic renewals. There will be no automatic renewal at the end of the initial 36 month term, provided, however, that the parties may mutually agree to renew this Agreement at that time.

c. Withdraw

- Each party reserves the right to withdraw from this Agreement upon its expiration and not renew services.
- Customers may terminate this Agreement at any time upon 30 days prior notice to the Company.

d. Non Solicitation

Client agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Company assigned by Company to perform any service for or on behalf of Client for a period of one year after Company has completed providing service to Client. In the event of Client's violation of this provision, in addition to injunctive relief, Company may recover from Client an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with Company, times twelve, together with Peak Property Services counsel and expert witness fees.

e. Grievances

- Each party agrees to engage with the other party in the event of a concern or complaint regarding the performance of this Agreement.
- Neither party will engage in any public criticism of the other party or voice any concerns in any public way including print and electronic means of publishing.
- The Client agrees the Company shall have 30 days to determine a mutually agreeable solution to remedy such a situation after which Client may terminate this Agreement if such situation is not remedied to Client's satisfaction.

f. Cancellation Due to Catastrophe

This Agreement may be canceled without notice at the option of the Company, in case the Company's equipment is destroyed by fire or another catastrophe, or so substantially damaged that it is impractical to continue service and, likewise be canceled at the option of the Client, in the event the Client's premises are sold or so destroyed or seriously damaged.

g. Entire agreement

It is agreed to and understood by the parties that this agreement constitutes the entire agreement between the parties and there are no verbal understandings changing or modifying any of the terms of this agreement. This agreement may not be changed, modified or varied except in writing and signed by an authorized representative of each of the parties. Each party hereby acknowledges that it has read, received a copy of, and understands this entire agreement.

h. Company's right to subcontract special services

Client agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company, and that Company shall be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence, act or omission of such subcontractors hired.

i. Limitations on lawsuits; venue, waiver of jury trial

- Both Company and Client agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred.
- Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or in the Courts of the United States located in the District or County where Company's principal place of business is located.
- Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to the jurisdiction or venue of any such suit.
- Unless prohibited by law, any lawsuit brought by either party with respect to this Agreement shall not be heard before a jury. Both parties hereby waive any right to a jury trial.
- The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the

remainder of this Agreement shall be affected.

- This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made by this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect thereto.

- Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to pandemic, epidemic, government action, acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

- The Customer acknowledges that the Company and the recommendations it makes are based on experience and knowledge level. Maintenance work that requires the attention of, but not limited to, qualified plumber, electrician, roofer, HVAC specialist and tree care professional is generally recommended and pursued by the Company on behalf of the Customer. The Company is not responsible for any undesirable situations resulting from the conditions for which the specialty work is required if we can prove due diligence in selecting and managing vendors performing the specialty work.

- Company and all employees and subcontractors shall carry appropriate required insurance coverage for both liability and workers compensation purposes required by law. This does not waive Client's responsibility for injuries or damages to Client's property or people or Company's property or peoples through negligent actions of the Client.

5. Insurance

a. Company shall be fully insured with coverage and in amounts satisfactory to Client continually throughout the duration of this Agreement and shall provide Client proof thereof in the form of a certificate of insurance upon signing this Agreement and thereafter within 48 hours upon request.

b. Company shall notify Client within 24 hours of any change in or cancellation of its insurance coverage. Company's insurance coverage must (a) name Client as an additional insured party, and (b) have limits at least of an amount to comply with any applicable laws and industry standards, and (c) cover Client for its claims for losses and damage, including injury or death and property damage.

6. Winter and Snow Services

All services involved in the removal of /or snow sanding and salting are covered below.

a. For the purposes of snow removal using both machine and hand labor:

- Plowing Services

A. The Client contracting the Company for snow removal and related services acknowledges that themselves and their property users are aware of the inherent risks associated with winter weather including snow and ice situations. If a person or property is damaged or injured due to ice and snow conditions on the site in the condition of normal use by the property users, this is not the responsibility of the Company, provided that the Company has complied with its obligations under this Agreement. All property users should make safety assessments regarding walking and driving like any other environment off the property.

B. The Customer acknowledges that damage from plowing operations to turf and other surfaces that require the storage of snow moved onto or around with machines to the stored location is not the responsibility of Peak Property Services. Hazards should be marked and markers should be maintained by the Customer. These can be managed by PPS if communicated.

C. Plowing of gravel driveways always results in gravel being moved over the season.

D. Client should ensure that all areas that snow is not to be pushed or relocated to be marked off.

- Shoveling Services

A. Company is not responsible for applying salt unless specifically requested for said services and outlined in proposals.

B. Salt and de-icing product is applied at the time of shoveling using a salt stock that is sold to the Customer and left onsite for the Customer to use.

C. Shoveling services do not imply shoveling of vehicular access areas unless specifically described.

b. Closing statement

Company accepts that reasonable care should and is to be taken in its practices. Damage from normal wear and tear that is to be expected from snow removal is not the responsibility of the Company

□

This is the end of you estimate. Below are the standard terms of service for all PPS services. Please read and acknowledge by signing at the bottom of this document.

Thank you for your business!

Po Box 1824
Wilmington, VT 05363

802-266-2244 office@ppsnewengland.com



Short-Term Rental Registration

Wilmington Select Board July 19,2022

AirDNA (includes AirBNB and VRBO) reports 326 Short-Term Rentals in Wilmington as of July 14,2022. When checked on June 30th there were 324. A few of this listings are inns and lodges. Granicus (a Short-Term Rental Registrations Management Company) reported 347 STR's in Wilmington as of April 2022 this number includes other STR platforms.

AirDNA reports:

- 16 are Studios, 26 are 1-bedroom, 32 are 2-bedrooms, 79 are 3-bedrooms, 84 are 4-bedrooms, and 46 are 5+ bedrooms (many in this category are 8 or more).

- Average Daily Rate is \$363.00 and Median Monthly Revenue in the past 12 months is \$4,050.

- A 52% Occupancy Rate

- A 21% growth increase in host reported in the 2nd quarter of 2022

Many of the listings are in Chimney Hill. Some of these host own more than 12 separate listings; not necessarily all in Wilmington.

Purpose of Registration

- Safety Considerations

Most properties do not meet fire code, parking requirements, are permitted, etc. Inn's & lodge's must meet code requirements and registrations which are costly.

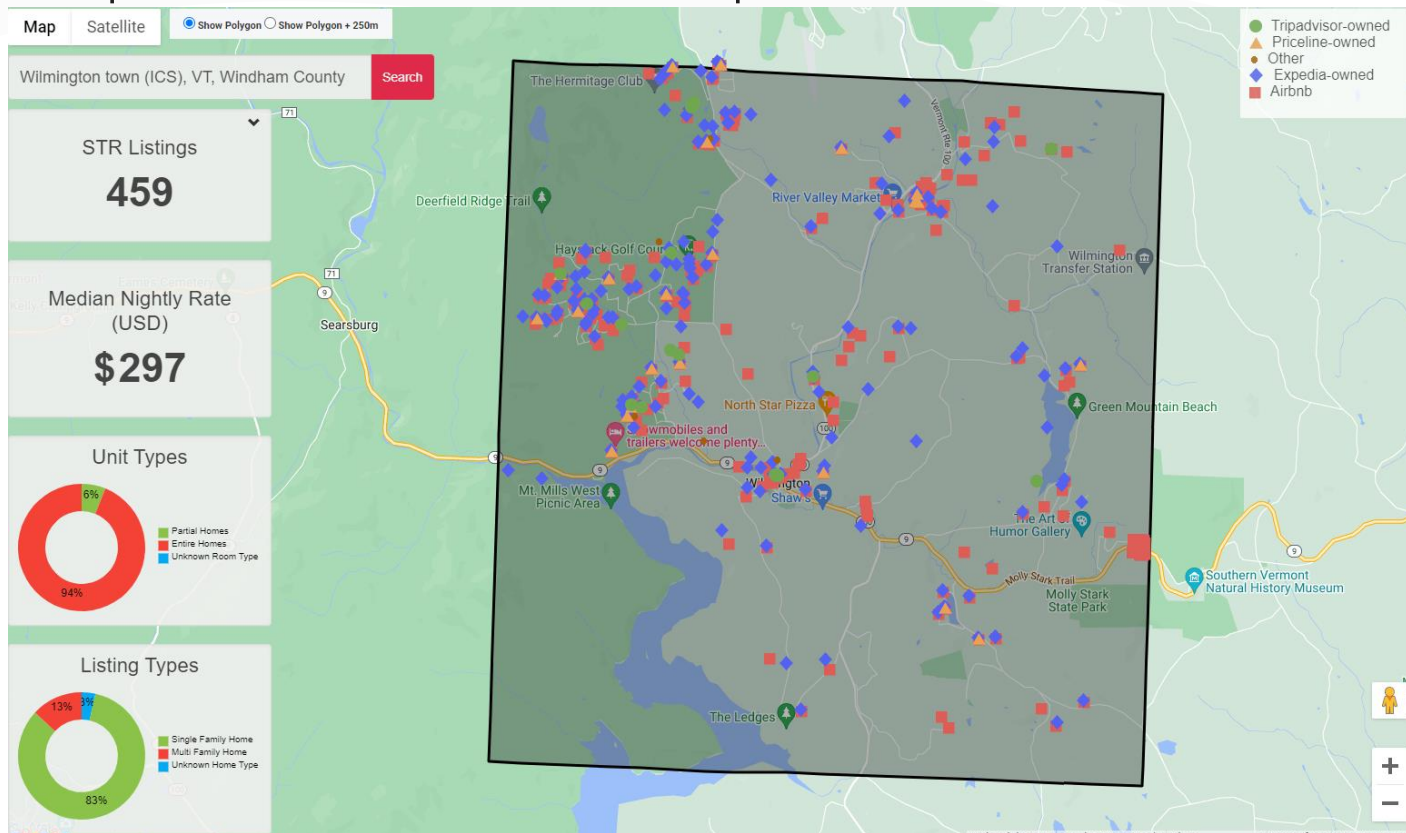
- Party Houses

The majority of these STR's are off premise property owners as indicated in the numbers above leaving residential neighbors having to deal with late night noise, fireworks, outdoor trash, etc.

- Long Term Rental Shortage

Fees from a registration could go to a management company and remaining amounts could fund a Housing Trust Fund to help private developers with technical assistance in building housing units in Wilmington.

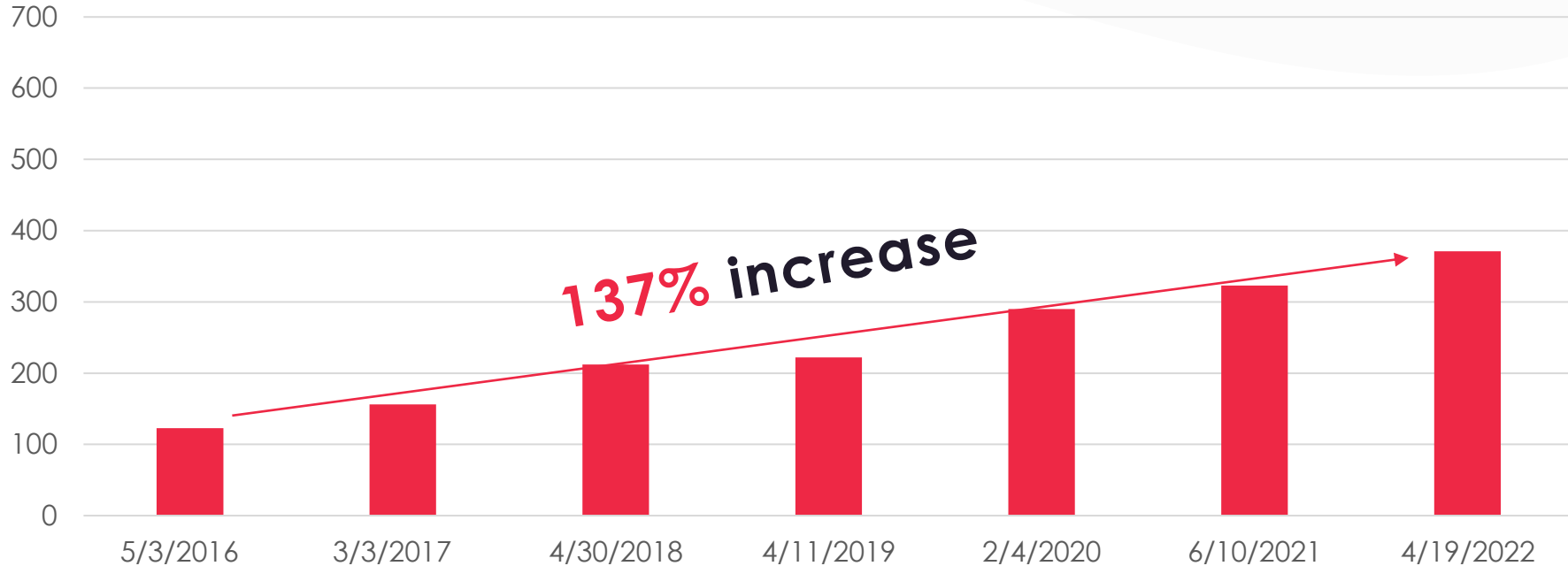
In **Wilmington** we have identified 459 listings, representing 347 unique rental units as of April 29, 2022



* Granicus Host Compliance's pricing is based on the count of listings and rental units that would need be to analyzed and monitored for compliance. In terms of listings, this number is 459 as we will expand our search area by several hundred yards beyond the borders of Wilmington to capture all relevant listings. Source: Granicus Host Compliance Proprietary Data

Wilmington has seen a **137%** increase in rental units since 2016

Rental Units in Wilmington



Wilmington short-term rental platform breakdown

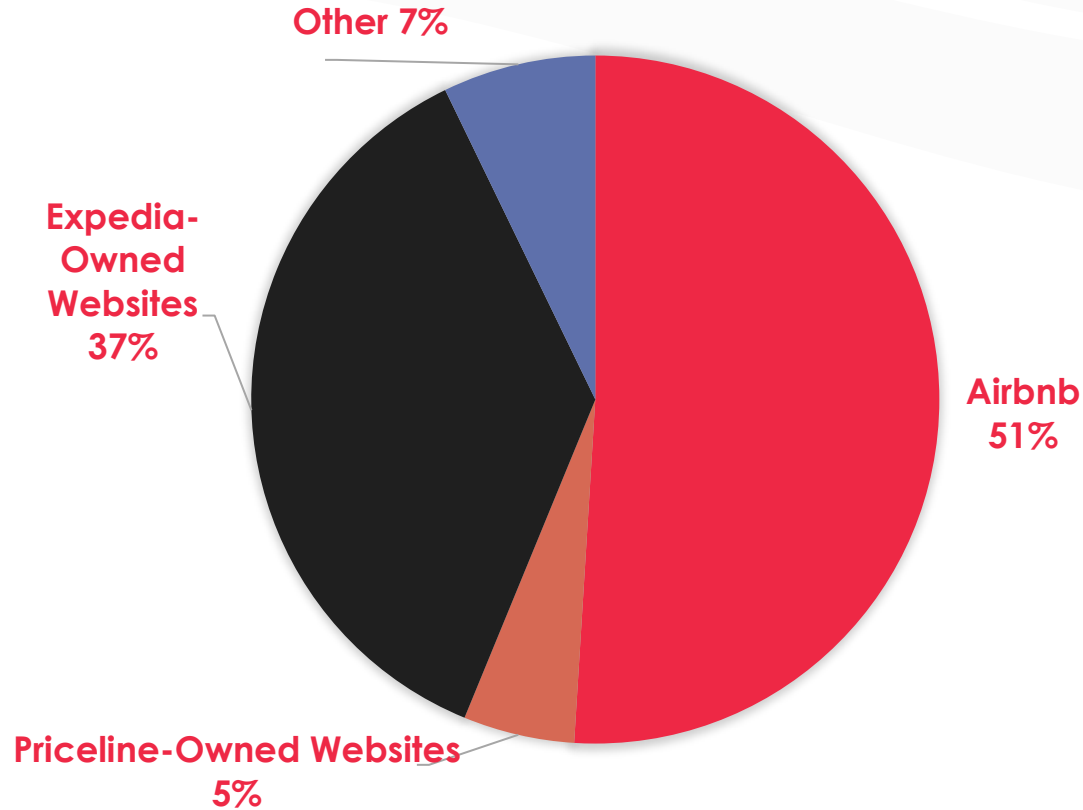


Table 8.2
Total Project Cost Summary

Item Description	Water Estimated Cost	Sewer Estimated Cost	Total Estimated Cost
Construction			
Water Extension ⁽¹⁾	\$1,050,000	\$0	\$1,050,000
Sewer Extension ⁽¹⁾	\$0	\$1,100,000	\$1,100,000
Subtotal	\$1,050,000	\$1,100,000	\$2,150,000
Construction Contingency			
10% Construction Contingency	\$105,000	\$110,000	\$215,000
Subtotal	\$105,000	\$110,000	\$215,000
Step I – Preliminary Engineering			
Preliminary Engineering ⁽²⁾	\$9,500	\$13,400	\$22,900
Environmental Report	\$1,200	\$1,200	\$2,400
Bond Vote Assistance	\$1,500	\$1,500	\$3,000
Subtotal	\$12,200	\$16,100	\$28,300
Steps II – Final Design⁽³⁾			
Final Design Allowance	\$55,000	\$60,000	\$115,000
Special Services – Permitting	\$15,000	\$15,000	\$30,000
Subtotal	\$70,000	\$75,000	\$145,000
Step III – Construction Phase Engineering⁽³⁾			
Construction Phase Services Allowance	\$134,000	\$144,000	\$278,000
Subtotal	\$134,000	\$144,000	\$278,000
Other Costs			
Administration/Permit Fees	\$2,500	\$2,500	\$5,000
Easements	\$2,500	\$15,000	\$17,500
Legal and Fiscal	\$5,000	\$5,000	\$10,000
Short Term Interest	\$10,000	\$10,000	\$20,000
Subtotal	\$20,000	\$32,500	\$52,500
Estimated Total Project Cost	\$1,391,200	\$1,477,600	\$2,868,000
Use	\$1,400,000	\$1,500,000	\$2,900,000

Notes:

1. ENR 12230 = July 2022
2. Fees are based on the current engineering agreement.
3. Based on State curve allowance.