

**Wilmington Selectboard Agenda**  
**August 16, 2022 at 6:00 pm**

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of July 19, 2022 (5 minutes)
3. Action Items (10 minutes)
  - *The Selectboard to possibly approve Meg Staloff's resignation from the Planning Commission.*
  - *The Selectboard to possibly appoint the Town Manager as voting delegate at VLCT's annual business meeting.*
  - *The Selectboard to possibly approve granting Voices of Hope a National Opioids Settlement distribution through their fiduciary in the amount of \$1,469.19 to help abate the effects of the opioid epidemic on our community.*
  - *The Selectboard to possibly approve the amended resolution & consent, notice, and conveyance for 74 Pond Loop.*
4. Police Dispatch (10 minutes)
  - *The Selectboard to possibly authorize the Police Chief to apply for the Vermont 2022 Regional Communications Center Grant Program with a letter of intent.*
5. Zoning Administrator Recommendation (10 minutes)
  - *The Planning Commission to present their recommendation for Zoning Administrator.*
  - *The Selectboard to possibly approve the recommendation for Zoning Administrator.*
6. ARPA Funding (10 minutes)
  - *The Selectboard to possibly approve the use of ARPA funds for final engineering design for the Route 9 water/sewer expansion in the amount of \$139,000.*
7. Fire Dept (10 minutes)
  - *The Selectboard to possibly approve an expenditure up to \$97,000 from the Fire Equipment Capital for a new brush truck.*
  - *The Selectboard to possibly approve an expenditure up to \$22,000 from the Fire Equipment Capital for new turnout gear.*
8. Zoning Ordinance (15 minutes)
  - *The Selectboard to review Zoning Articles V, VII, VIII, and X; and possibly set a hearing date.*
9. Nuisance Ordinance (15 minutes)
  - *The Selectboard to discuss the possibility of a nuisance ordinance.*
10. Other Business
11. Select Board Members Comments
12. Town Manager's Updates (10 minutes)
13. Executive Session
  - *The Selectboard to enter into Executive Session for the purpose of Attorney Client communications regarding 34 Look Rd LLC Permit and E-court appeal; and to discuss the possible sale of town property.*
  - *The Selectboard to possibly appoint a mediation team.*

## Scott Tucker

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**From:** Meg Staloff <meg@staloff.org>  
**Sent:** Monday, August 8, 2022 10:23 AM  
**To:** Scott Tucker; jlebron wilmingtonvt.us  
**Cc:** mstaloff@brattleborodevelopment.com  
**Subject:** Stepping down from Planning Commission

Good morning Scott and John,

With regret I am going to need to submit my resignation from the Wilmington Planning Commission. As I move into a full time role at BDCC, I will no longer be working in Wilmington. Since I am also not living in town, it is time to step away and make room for someone else to be on the Commission.

It has been a privilege to serve Wilmington in my years on the Planning Commission, and I wish you all the best. I look forward to seeing the results of the Housing Bylaw Modernization Grant and the positive changes that will come out of the committee's work.

At BDCC, I will be working with communities across Southern Vermont — helping boards, committees, and groups connect to expertise and resources they need to complete vital projects and achieve community goals. One of our priorities over the next two years of the Southern Vermont Economy Project is to develop a program designed to help communities recruit and support new board members to serve on town committees. I hope that can be helpful for Wilmington as well as for other towns. Don't hesitate to reach out to me at any time if I can be of help to the Town or the Planning Commission. My email at BDCC (and copied here) is [mstaloff@brattleborodevelopment.com](mailto:mstaloff@brattleborodevelopment.com).

Best,

Meg Staloff

PS I do plan to attend today's meeting via zoom so I can say goodbye (remotely) in person to the rest of the group.

## Scott Tucker

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**From:** Adreyan O. Caldeyro <acaldeyro@browngreer.com>  
**Sent:** Monday, August 1, 2022 12:48 PM  
**To:** Scott Tucker  
**Cc:** Roma Petkauskas; Andrew Oxenreiter  
**Subject:** National Opioid Settlements - Payment

Good Afternoon,

On 7/29/2022, the Directing Administrator initiated a Distributor payment of \$1,469.19 to your Subdivision for Payment Year 1. Please let me know if you encounter any issues or obstacles with this payment.

Thank you,

**Adreyan Caldeyro**  
Case Manager  
**BROWN GREER PLC**  
250 Rocketts Way  
Richmond, Virginia 23231  
Telephone: (888) 441-2010 Ext 1403  
Facsimile: (804) 521-7299  
[www.browngreer.com](http://www.browngreer.com)

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**AUTHORIZING RESOLUTION AND CONSENT  
OF THE TOWN OF WILMINGTON SELECTBOARD**

The undersigned, being the Selectboard of the Town of Wilmington, a municipal corporation duly created and validly existing under and pursuant to the laws of the State of Vermont (the "Town"), hereby resolve as follows:

**WHEREAS**, the Town owns a parcel of land with Parcel ID **00CHM003-000** transferred to the Town by the following Tax Collector's Deeds recorded in the Town of Wilmington Land Records:

**00CHM003-000** – Tax Collector's Deed of the Town of Wilmington dated June 30, 2022 and recorded at Volume 371, Page 404.

**WHEREAS**, **Michael J. Covino** requested the Town convey the Parcel to **Michael J. Covino**;

**WHEREAS**, **Michael J. Covino** has offered **\$24,165.46** in exchange for the Parcel which reimburses the Town for the tax sale purchases, plus fees and expenses;

**WHEREAS**, the proposed conveyance is in the best interest of the Town and its taxpayers; and

**WHEREAS**, the Town published notice of the terms of this proposed conveyance in the Deerfield Valley News, on **August 4, 2022**, and this conveyance is expressly contingent on the Town's receipt of any petition pursuant to 24 V.S.A. § 1061(a) by 4:00 p.m. on **September 6, 2022**.

**NOW THEREFORE, BE IT RESOLVED**, that the Town approves the conveyance of the Parcel to **Michael J. Covino** in exchange for **\$24,165.46**;

**RESOLVED**, that the Town will execute and record a Quitclaim Deed to **Michael J. Covino** conveying any rights the Town may have to the Parcel; and

**RESOLVED**, that the Town hereby authorizes Town Manager Scott Tucker to execute on behalf of the Town any and all necessary and incidental documents, papers and materials, including but not limited to agreements, contracts, assignments, and any and all other documents, written materials or other papers required in connection with the above-described conveyance.

**IN WITNESS WHEREOF**, the undersigned have executed this Authorizing Resolution and Consent on the dates set forth below.

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Thomas Fitzgerald, Selectboard Chair

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
John Gannon, Vice Chair

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Vincent Rice, Clerk

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Sarah Fisher

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Tony Tribuno

Town of

*Wilmington*

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(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

[www.wilmingtonvermont.us](http://www.wilmingtonvermont.us)

**LEGAL NOTICE  
NOTICE OF TERMS OF CONVEYANCE**

The Selectboard of the Town of Wilmington hereby provides notice to the community that it proposes to convey certain real property by Quitclaim Deed to **Michael J. Covino**. The real property is more particularly described as follows:

Lot **00CHM003-000**.

**Being all right, title, and interest in and to the lands and premises more particularly described as follows:**

**Being all of the same lands and premises conveyed to the Town of Wilmington by the following deeds recorded in the Town of Wilmington:**

**00CHM003-000** – Tax Collector's Deed of the Town of Wilmington dated June 30, 2022 and recorded at Volume 371, Page 404.

The Selectboard proposes to convey the aforesaid premises to **Michael J. Covino** with the consideration being 1) **\$24,165.46** for taxes owed, plus fees and expenses (i.e.: administrative, legal & publication fees); and 2) the transfer of any interest and liabilities the Town may have in and to said parcel of land.

This deed is being given in order to return a parcel(s) of land purchased by the Town of Wilmington at a delinquent tax sale to the tax rolls.

The Selectboard will authorize the Town Manager to effectuate the conveyance, unless a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the Town Clerk in accordance with 24 V.S.A. § 1061(a) by 4:00 p.m. on **September 6, 2022**.

This notice is being posted and published within the municipality pursuant to 24 V.S.A. § 1061(a)(1).

Dated at Wilmington, Vermont this 16<sup>th</sup>, day of August 2022.

WILMINGTON SELECTBOARD

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vincent Rice, Clerk

Sarah Fisher

Tony Tribuno

Town of

*Wilmington*

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Post Notice: (at least 30 days prior to the date of the proposed conveyance):

Town Clerk's office, C& S Beverage and Dairy Store, Chittenden Bank

Publish Notice: DV News (at least 30 days prior to the date of the proposed conveyance).



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## WILMINGTON POLICE DEPARTMENT

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40 Beaver St / PO Box 76  
Wilmington, Vt 05363  
T: 802-464-8593  
F: 802-464-8595

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### Emergency Communications and Dispatch Services Informational

**Abstract:** It is the purpose of this study to investigate the possibility of Wilmington Police Department (WPD) providing emergency dispatch services as a regional dispatch provider.

**Introduction and Background:** Vermont emergency service providers that rely on Department of Public Safety (DPS) dispatch have been advised that DPS will no longer be dispatching for outside agencies. This means that agencies that rely on DPS for any level of dispatch services must provide or contract for their own dispatch services.

In previous years DPS dispatching was provided by actual regional dispatch facilities. WPD was dispatched out of West Brattleboro, VT. In subsequent years that facility was closed and consolidated with Rockingham Dispatch. Several years after that move DPS further consolidated dispatch services into a new dispatch center in Westminster, VT that was touted to be a regional dispatch capable communications "super" center. However during recent years DPS has begun reducing and/or charging for services provided to outside entities including municipal agencies. This has included a push to shed all outside agencies that DPS provides dispatch services.

This shift by DPS to reduce and/or bill for services provided is effectively shifting the cost of services from the state budget (income tax based) to local budgets (property tax based).

The other option available to the agencies impacted by the DPS shift in dispatch services is to contract with an outside entity for services. The Windham County Sheriff's Dept (WCSD) has expressed interest in providing contractual services. A copy of a recent contract between WCSD and Bellows Falls PD is attached for reference. Contracting with another agency has limitations including; no control on the quality of service, no clerical/office assistance, fragmenting of emergency services instead of moving towards interoperability and consolidation, tax revenue sent out of our areas, loss of local knowledge which impacts responses and efficiencies in operations.

**Design:** Currently WPD has two full time dispatchers and provides dispatching to WPD seven days a week from 8:00AM-5:00PM. WPD has a new dispatch center with an updated simulcast repeater and with minimal equipment/license updates can be ready in the short term for full time dispatch.

WPD has been in discussion with Winhall PD and Dover PD about potentially collaborating on a dispatch solution in the event that we are forced to shift from DPS dispatch services. This would require WPD to provide regional dispatch services with cost sharing by all agencies. WPD has also had cursory discussions with some local Fire Departments about potentially providing dispatch services for them.





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**Technical:** Geographically WPD, Winhall PD and Dover PD are all centrally located in Southern Vermont along the spine of the Green Mountains. These areas share many environmental similarities as well as all three are high traffic tourist destinations with a high percentage of second home owners. These similarities allow for strategic planning for staffing and will allow for easier management of assets during events by dispatch personnel.

Communication for police in Vermont is over UHF P25 High-Band Digital frequencies and for EMS/Fire is typically over VHF frequencies. It is noted that most large EMS/Fire agencies in Vermont operate on UHF with VHF capabilities for mutual aid calls.

UHF simulcast systems would be setup in each town (WPD already has one repeater but would add a second) in order to handle the radio communications. If VHF departments were to be dispatched additional systems to handle the VHF communications would also be setup. The area specific radio communication equipment would be paid for and owned by individual municipal departments and not by WPD. Each town would be responsible for the maintenance and updating of their own equipment. The ownership of equipment would mean that no municipality would be cut-off from communication in the event that WPD were to not continue dispatch services. This may also allow additional local channels to be used for local communications through the repeaters (major events etc.).

In order to increase interoperability it is recommended that municipalities discuss with their Fire/EMS agencies about the possibility of dispatching through WPD. This would bring all agencies emergency communications together which would likely increase response times, increase inter-agency communications and have potential cost sharing benefits. It would place emergency communications under local agency control making it more responsive to the communities that are served and provide a better quality of service through local knowledge. In addition agencies would own their own local equipment.

WPD operating as a regional communications center would keep funding here instead of there being an increase in local taxes that leave the local area for either out of area communication centers or even out of state centers.

### **Project Management:**

WPD would manage the day to day operations of the emergency communications. An advisory committee of the participating municipalities could be formed to help for future planning so that each area's needs are continued to be met in the future.

### **Funding:**

The VT Legislature has approved \$6.5 million of taxpayer funding under H.740 to be provided by grant process to agencies interested in establishing or expanding existing dispatch centers. These funds will only be dispersed upon completion of a regional dispatch work group report that is due to the Governor on or before 12/1/2022 and requires the Governor's approval. Applications for funding are due by



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9/2/2022 and funding if approved would not be released until winter/spring 2023. It is believed that these funds will be authorized for use for the communication equipment build outs required for regional communications and associated equipment. In order for successful implementation of this project WPD and partnering municipal agencies would require successful acquisition of funding through this grant for the communication equipment build out.

Funding for the project would be raised by the participating municipalities. Winhall and Dover would be responsible for 35% respectively of the costs and Wilmington 30%. Wilmington would provide the facility and associated costs therefore contribute a smaller percentage of the overall costs. Estimated annual cost breakdown;

## ***Personnel Costs for full 24 hr coverage***

- Requires at a minimum three additional full time and one additional part time dispatchers.

FT Dispatcher w/ benefits \$88,004.80 (x5 \$440,024) (\$22.03 per hour/benefits/leave/etc)

PT Dispatcher w/o benefits \$14,040.00 15 hrs per week each (\$18 per hour)

Personnel		
FT Dispatchers x5	\$440,024	
PT Dispatchers x1	\$14,040.00	
Overtime:	\$20,000	
Training:	\$2,000	
Supervision/Admin	\$10,000	
Total Personnel Costs	<b>\$486,064</b>	

Total Personnel Costs	<b>\$486,064</b>	*full coverage
Current FY23 Budget	\$82,303.69	
Increase	<b>\$403,760.31</b>	*over current budget
<b><i>Possible Cost Share</i></b>		
35% Dover PD	-\$170,122.40	*DPD dispatch costs
35% Winhall PD	-\$170,122.40	
KMA Fees Saved	-\$50,000	*WFD to KMA
<b>Subtotal</b>	<b>\$390,244.80</b>	
DVR Dispatch Fees	-\$20,000	*Wilmington pays to DVR



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WPD dispatch cost without dispatching for FD/EMS	<b>\$145,819.20</b>	*\$63,516.20 over current WPD dispatch budget
WPD dispatch cost to Wilmington w/dispatching for FD/EMS	<b>\$75,819.20</b>	

### Benefit Analysis:

WPD has a state of the art facility and appropriate dispatch center to handle regional dispatch services. WPD would be able to provide responsive dispatch services to other municipalities and agencies. Participating entities would own their radio equipment which would provide localized communication capabilities if needed and flexibility if future dispatch plans change. The valley towns share many geographical and community similarities which are already known to WPD which would allow for better dispatching services.

Integrating communications between local departments, local communities and other agencies increases response times.

In addition WPD is only dispatched at night through DPS and that does not add a considerable amount of work. If we are forced to leave DPS dispatch having a local-regional dispatch keeps the tax money in our area and in some cases keeps the taxes in our state.



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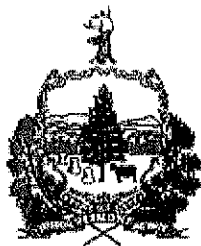
F: 802-464-8595

### Recommendation:

The first and primary recommendation is that everything should be done to prevent DPS from this tax burden shift.

Second recommendation is to work with other agencies to collaborate on a regional but locally controlled dispatch center.

## REGIONAL COMMUNICATIONS/DISPATCH REQUEST FOR PROPOSAL'S (RFP)



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- There must be collective support among all participating jurisdictions. This should include Memorandum of Understanding (MOU) agreements and/or letters of intent from representing select boards or town/city managers.
- Funding is competitive and a limited resource. For this reason, project proposals should show how operational costs will be sustained and budgeted by participating agencies going forward. Agencies are encouraged to also seek other funding sources to support their regional dispatch/communication project.

### **PROGRAM PURPOSE**

The State of Vermont is seeking specific projects that address the development and implementation of Regional Dispatch/Communications Centers. Currently, the Department of Public Safety has the responsibility of providing dispatch services to a great number of emergency responders throughout the state. However, this model is not sustainable and long-envisioned regional solutions are the best way to ensure a resilient communications infrastructure with workforce being drawn from throughout the State. For this reason, limited funding will be available to support the creation of new regional dispatch centers or broaden the capacity and capability of existing dispatch centers. This will enable an approach that balances workloads in regions throughout the State.

This program will support three aspects of establishing regional dispatch centers which include:

- Funds to support equipping new regional dispatch centers,
- Funds to support existing regional dispatch centers which are seeking to support additional agencies,
- Funds to support agencies transitioning from State resources to an existing regional dispatch center.

### **WHAT CAN I APPLY FOR?**

Allowable Regional Communications/Dispatch Grant Program Activities

If seeking equipment costs, please ensure that the equipment you are seeking will be interoperable with current communications systems within the state. This includes connecting with Vermont State Police/Department of Public Safety infrastructure.

<b>Technology Costs</b>		
<b>Cost</b>	<b>Description</b>	<b>Allowable</b>
Computer Aided Dispatch System Workstations/Monitors	Monitors to utilize with CAD infrastructure.	Yes
Computer Accessories	Accessories needed to operate a computer (i.e. mouse, keyboard, etc.)	Yes

Shipping Costs	Shipping costs for office equipment is allowable	Yes
<b>Special Considerations</b>		
Planning/Engineering	Planning or engineering costs related to establishing the dispatch center.	<b><u>These costs are generally unallowable.</u></b> The Department of Public Safety Radio Technology Services (RTS) engineering team will be available to consult with regional efforts and operators. If there is a compelling need beyond RTS, these costs could be allowable.
Consultants / Facilitators	Consultants who provide information and advise on establishing a center are generally not allowable. Facilitators to assist agencies in developing plans and interagency operating structures and agreements are allowable.	<b><u>Situation Dependent see information to the left.</u></b>
Construction Costs	Minor cosmetic costs like the installation of electric outlets will be considered.	<b><u>Will be considered.</u></b>
<b>Unallowable Costs</b>		
Administrative Costs	Administrative costs to manage the grant or operate the dispatch center.	<b><u>No</u></b>
Construction Costs	Construction costs to build a dispatch center.	<b><u>No.</u></b> See limited allowability in special considerations section above.
Legal fees to establish a governance structure	Legal fees	<b><u>No</u></b>
Moving Costs (moving items from one location to another)	Costs of moving items from one location to another.	<b><u>No</u></b>
Extended warranties/service contracts	Extended warranties are unallowable. Warranties that may be provided with initial purchase of equipment are allowable but extended warranties will not be supported.	<b><u>No</u></b>
Rent Costs	Costs associated with renting space.	<b><u>No.</u></b> While unallowable, the Department of Public Safety



**State of Vermont**  
**Windham County Sheriff's Department**  
P.O. Box 266 (Route 30)  
Newfane, VT 05345  
Tel: (802) 365-4942  
Keith D. Clark, Sheriff



CONTRACT #16-BF Dispatch

**AGREEMENT FOR DISPATCH SERVICES**  
Fiscal Years 2019-22.

The following agreement between the Windham County Sheriff's Department and the Bellows Falls Village Corporation is for the period of July 1, 2019 through June 30, 2022. For the purposes of this agreement, "Department" shall identify the Windham County Sheriff's Department and "Bellows Falls" shall identify the Bellows Falls Village Corporation.

**1. Scope of Services:**

- a. The Department will provide remote location dispatching as follows:
  1. 128 hours per week including Mondays through Fridays between 0000 and 0800 and 1600-2400, and Saturdays and Sundays;
  2. On State of Vermont holidays (actual or observed), not to exceed 10 days in a calendar year;
  3. In addition to 1. and 2. above, for an additional 21 days per year during the hours of 0800-1600, to cover vacation and/or sick days during dayshift coverage.
- b. The Department will provide emergency and non-emergency call taking, police dispatching, highway department notifications, and initial case entry in the Valcour police records management systems.
- c. The Department will not provide fire department or emergency medical/rescue services dispatching. The Department will not monitor the Bellows Falls fire alarm system. Any emergency or non-emergency calls received by the Department that require fire or rescue response will be transferred to the agency identified by Bellows Falls for handling such calls.

2. Cost for services: Bellows Falls agrees to pay the Department \$94,085.00 per year for fiscal year 2019-20, \$96,437.00 for fiscal year 2020-21 and \$98,848.00 for fiscal year 2021-22 for provided dispatch services. Quarterly payments of the annual amount are due on July 1, October 1, January 1, and May 1 of each service year. In addition to the quarterly payment, Bellows Falls will also pay for the monthly line and service costs of four (4) dedicated telephone lines which were installed at the Department. These costs will be billed by the Department to Bellows Falls quarterly and shall be payable within 30 days of receipt. It is estimated the telephone line and service costs will be approximately \$600.00 quarterly. On a quarterly basis the Department will bill Bellows Falls at \$47.00 per hour for each hour over the allowed 21 days (168 hours) of allowable annual vacation and sick days for dayshift coverage.



3. Failure to Pay: If Bellows Falls neglects or otherwise fails to pay the obligations as herein set forth, Bellows Falls shall be responsible for the costs (including reasonable attorney fees) incurred by the Windham County Sheriff's Department in collecting such payment. A finance charge of 1.5% per month (18% annual percentage rate) will be charged on all accounts unpaid 30 days past the payment due date.

4. Termination for Failure to Pay: The Department will provide a written notice of termination services after 30 days have passed without a scheduled payment being received. The notice will state that services will be terminated 30 days from the date of the notice.

5. Systems Overview: The Department will utilize a remote console system utilizing standard internet protocols to provide radio communications between the Department's dispatch center location (Newfane, VT) and the Bellows Falls Police Department. The system also requires a minimum of four dedicated telephone lines at the Department to accept transferred emergency (911) calls and non-emergency calls received at the Bellows Falls Police Department. The Department agrees to provide radio communication over three channels/frequencies utilized by Bellows Falls. This includes the standard analog channel, secure digital channel, and "state 2" channel.

6. Radio System: Understanding that dispatching services will be provided via remote console, Bellows Falls agrees to provide and maintain all necessary radio systems and associated equipment at the Bellows Falls Police Department. Bellows Falls will ensure all radio systems and equipment are properly licensed with the Federal Communications Commission and are current with all frequency programming requirements. Bellows Falls will maintain necessary internet access and equipment at its location for purposes of remote console control. The Department will provide and maintain all necessary equipment and systems at its location necessary for remote console dispatching.

7. Technical and System Responsibilities:

- a. Bellows Falls is responsible for all costs associated with the transition from providing its own dispatching to utilizing the Department for dispatch services. This includes but is not limited to: radio system upgrades, IP-224 or IP-223 IP radio gateway equipment costs and installation, internet access upgrades, FCC licensing, telephone system upgrades, telephone line installation and upgrades at Bellows Falls and at the Department, etc. The Department will install the equipment and provide technical support for the installation of the system components. In the event any of the necessary equipment is purchased directly by the Department, the Department will provide written estimates to BF prior to purchasing and BF shall reimburse the Department within 30 days of such purchase(s)
- b. The Department is responsible for providing and maintaining the remote console and systems at its location (Newfane).

8. Invoice Dispute: If there is a disputed bill or invoice, Bellows Fall shall notify the Sheriff's Office Business Manager or designee, and together work to correct said invoice prior to any changes being made.

9. All supervision, hiring and discipline of Department dispatch personnel will remain the sole responsibility and authority of the Department. The Department is an independent contractor and not responsible for Bellows Falls Village Corporation personnel. Likewise, the Bellows Falls Village Corporation Police Department is not responsible for the Department dispatch personnel.

10. Bellows Falls agrees that any personnel or policy problems will be discussed with the Sheriff or his/her designee and not the dispatchers providing the services. If issues arise and cannot be resolved on site by Department staff, the dispatcher on duty shall contact his/her supervisor of the day.

11. In the event that any breach of this Agreement requires one or both of the parties to assert claims in a legal proceeding, for liability, damages or otherwise, the substantially prevailing party to that litigation shall be entitled to recover its reasonable attorney's fees.

12. Pursuant to 24 V.S.A. section 291a(c) the Sheriff of the County, as administrator of the agreement, may be compensated at a rate of up to 5% of the total contract. (Included, not added to the contract)

13. Liability and Indemnification:

- a. The Department, its agents and employees, shall not be liable for damages to BF or to third persons as a result of any failure by BF, or its agents or employees, to perform any of its obligations set forth in this Agreement. BF agrees to indemnify, hold harmless and defend the Department and its agents and employees from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature, that may arise out of or result from any act, action or omission of BF or its agents or employees under this Agreement including but not limited to the failure of BF to provide and maintain its equipment as set forth in Section 6.
- b. Bellows Falls, its agents and employees, shall not be liable for damages to the Department or to third persons as a result of any failure by the Department, or its agents or employees, to perform any of its obligations set forth in this Agreement. The Department agrees to indemnify, hold harmless and defend Bellows Falls and its agents and employees from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature, that may arise out of or result from any act, action or omission of the Department or its agents or employees under this Agreement including but not limited to the failure of the Department to provide and maintain its equipment as set forth in Section 6.
- c. The Department shall not be liable to BF for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike fire, flood, windstorm, breakdown or damage to equipment power failure or other

cause beyond the reasonable control of the Department.

- d. The Department shall provide a certificate of liability insurance in the amount not less than One Million Dollars (\$1,000,000.00) naming the Bellows Falls Village Corporation as additional insured.

14. This contract represents the entire agreement between the parties on this subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

15. This contract shall be governed by the laws of the State of Vermont and nothing within this contract shall be construed to limit the authority and power of the Sheriff as set forth in the applicable Vermont law.

16. Termination: This agreement may be terminated by either party after thirty (30) days notice to the other, in writing. However, Bellows Falls shall be responsible for any outstanding payments owed to the Windham County Sheriff's Department at Termination.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.**

Windham County Sheriff's Department

By: [Signature]

Keith D. Clark, Sheriff

Date: 04/09/19

By: [Signature]

Name/Title: Wendy K. Harrison

Municipal Manager  
Date: 4/9/19

Town of

*Wilmington*

---

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

[www.wilmingtonvermont.us](http://www.wilmingtonvermont.us)

October 16, 2018

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR ENGINEERING SERVICES

The Town of Wilmington Wastewater Department is in the process of obtaining Statements of Qualifications from qualified architectural/engineering firms detailing the firms' qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to preliminary engineering services, design- and construction-related services, preparation of bidding and contract documents, participation in the evaluation of bids received, and monitoring and inspection of construction activities to ensure compliance with plans and specifications associated with Town of Wilmington Infrastructure Improvement and Expansion Projects. These projects include reconstruction of three separate privately shared sewer lines and the extension of the Town's wastewater and water mains approximately one-half mile on the east side of Wilmington. The Town of Wilmington has an Asset Management Plan that was developed by Aldrich & Elliott Engineering (attached to this RFQ) that will be used as the basis for these improvements.

All proposals will be evaluated using the criteria listed below by a selection committee consisting of Town of Wilmington staff and consultants. Proposals will be ranked on the following criteria:

- Qualifications of the firm and the personnel to be assigned to the project (40 Points)
- Demonstration of overall program understanding, experience with state and federal partners and their project development processes, observation of potential issues, and demonstrated understanding of deliverables. (25 Points)
- Familiarity with the Wilmington wastewater and water systems. (20 Points)
- Availability to meet the timeline. (15 points)

The Town of Wilmington has the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. The committee will rank the proposals in order of preference and use this as a basis for selecting firms to perform work as outlined in the RFQ.

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104. Qualified firms/candidates interested in being considered for this project must submit two (2) copies each of: (1) letter of interest; (2) statement of qualifications and experience of staff persons who will be involved with the project; (3) references; and (4) related prior experience. Submit the requested information to Scott Tucker, Town Manager P.O. Box 217, 2 East Main Street, Wilmington, VT 05363; **no later than 4:00 p.m. on Friday November 9, 2018** proposals received after this deadline will not be considered.

Attention is directed to the fact that the proposed projects may be undertaken with a variety of Local, Federal and State funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

This is EXHIBIT K, consisting of 5 pages,  
referred to in and part of the Agreement  
between Owner and Engineer for Professional  
Services dated September 12, 2019.

## AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: August 11, 2022.

### Background Data

Effective Date of Owner-Engineer Agreement: September 12, 2019

Owner: Town of Wilmington

Engineer: Aldrich + Elliott, PC

Project: Route 9 Water and Wastewater Extension

### Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

### Description of Modifications:

This scope of services is for the final design and permitting (Step II) and is based on the proposed project described in the Wilmington Route 9 Water and Wastewater Feasibility Study dated December 2020. This project will include the following components for the new municipal water and wastewater extension:

- Water
  - A new 8" PVC waterline that extends approximately 3,200' east on Route 9 from the end of the existing 8" waterline to the intersection of Routes 9 and 100.
  - Approximately 2,000' of new 8" PVC waterline extending east along Rt 9 from Route 100 to the intersection with Ballou Hill Road.
  - Approximately 450' of new 8" PVC waterline extending south on Route 100.

- Two (2) jack and bore crossings of Route 9
- Fire hydrants at 500' intervals
- Water services and stubs installed to the edge of Right-of-Way.
- Wastewater
  - A new sewer collection system along Route 9 consisting of approximately 3,900' of new 8" PVC gravity sewer, ending at the intersection of Ballou Hill Road and continuing south on Route 100 about 450'.
  - A new duplex submersible wastewater pump station at the low point near the intersection of Routes 9 and 100.
  - Upgrade of the existing East Main Street ejector station #1 to a new duplex submersible wastewater pump station.
  - Sewer services and stubs installed to the edge of Right-of-Way.
  - Approximately 1,600' of 4" sewer forcemain extending west along Route 9 for discharge into the gravity sewers.

The ENGINEER will provide the following scope of services:

#### **I. Basic Services**

##### **Existing Conditions Survey**

The ENGINEER shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for preparation of the final design and contract documents for the Project.

Up to six (6) days of topographical survey to document existing conditions are budgeted, and include the wastewater pump station sites. This task includes field edits and preparation of the base drawings for the existing conditions along Route 9 and 100.

##### **Basis of Design**

The ENGINEER will prepare a basis of design document to include a technical description of the proposed improvements, such as pipe sizes and materials, and pump station equipment capacities and features. The hydraulic model of the waterline extension will be updated, and includes a hydrant flow test on the existing waterline on Route 9.

##### **Preparation of Final Design Plans and Specifications**

The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the design and drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for the proposed improvements. Both the water and wastewater extensions will be included in one construction contract.

2. The proposed project shall be as approximately shown in the feasibility report for the project prepared by Aldrich + Elliott, PC, Inc.
3. The technical specifications will be supplemented with the EJCDC "front-end" documents and other related documents to comply with NBRC and EDA requirements to make a set of construction contract documents suitable for public bidding purposes which may include:
  - 1) Advertisement for Bids
  - 2) Information for Bidders
  - 3) Bid Form
  - 4) Contract Form
  - 5) General and Supplemental General Conditions
  - 6) Special Conditions
  - 7) Technical Specifications
4. For the 60%, and 90% submittal, a draft set of blueprints of the drawings, the specifications, and the contract documents shall be provided by the ENGINEER as follows:
  - Two (2) copies and PDF copy for the OWNER
  - One (1) copy and flattened, OCR, editable PDF copy for review and funding agencies
5. For the final design plans, contract documents and specifications (construction set) the ENGINEER will provide two (2) OWNER'S copies and a PDF copy.

#### **ENGINEER's Opinion of Probable Construction Cost**

An opinion of probable construction cost and total project cost, based upon completed final drawings and specifications, will be furnished to the OWNER.

#### **Preparation of Construction Phase Schedule**

A general schedule for the construction phase of the project will be furnished to the OWNER and review agencies. This schedule shall identify the following for which the construction contract WORK duration (continuous calendar days) is based:

- a. Execution of the Notice to Proceed
- b. Field work commencement
- c. Field work seasonal stoppage/start-up (if applicable)
- d. Substantial and/or Final Completion of WORK

#### **Design Meetings**

The ENGINEER will meet at reasonable and customary intervals to provide a close liaison with the OWNER, and other recognized authorities having jurisdiction in regard to the engineering phases of the project as follows.

- 30% review meeting
- 60% review meeting
- Selectboard meeting
- Progress meetings

## **II. Subsurface Investigation**

The ENGINEER will use all existing subsurface and soil information wherever possible and shall make additional subsurface investigations and conduct related office work as necessary for the preparation of the final design and Contract Drawings. Advance layout of the boring locations for Dig-Safe clearance will be provided, along with on-site observation during the subsurface investigations. Up to three (3) days of subsurface investigation will be performed for the proposed project. Ledge probes will be conducted along the alignments of the proposed water main and sewer extensions, and subsurface borings will be conducted at the site of the new and upgraded wastewater pump stations.

Traffic control is included for the soil probes along Routes 9 and 100 and obtaining a Vtrans Permit for this work is included.

## **III. Special Services**

### **Permitting Assistance**

1. State of Vermont DWGWPDP Permit-to-Construct
  - a. A+E shall assist the OWNER in obtaining the Permit-to-Construct from the Drinking Water and Groundwater Protection Division (DWGWPDP) by preparing the permit application, assisting the OWNER with submittal, and following up on review comments from the State.
2. State of Vermont Wastewater System & Potable Water Supply Permit
  - a. A+E shall assist the OWNER in obtaining the Wastewater System and Potable Water Supply Permit by preparing the permit application, assisting the OWNER with submittal, and following up on review comments from the State.
3. State of Vermont Wetlands
  - a. A wetlands delineation will be performed by Gilman & Briggs Environmental for the area along Rt. 9 and 100. Vt. As this project consists of buried utilities, it is assumed that a write-off and or allowed use for a wetlands permit will be obtained.
4. State of Vermont General Permit for Stormwater Runoff from Small Construction Sites
  - a. A+E shall assist the OWNER in obtaining coverage as a low risk site under the General Permit.
5. Department of Public Safety Construction Permit
  - a. A+E shall assist the OWNER in obtaining a construction permit for the new and upgraded wastewater pump stations by preparing the permit application, assisting the OWNER with submittal and following up on review comments from the State.
6. Division of Historic Preservation SHPO
  - a. An archeological resource assessment (ARA) will be performed by Hartgen Archeological Associates once the routes of the new waterlines and sewerlines are identified. Some areas may be avoided with alternate construction methods or alignments possibly adjusted to minimize impacts to sensitive areas.



7. Act 250

- a. A request for a project review sheet will be submitted, but it is likely that an Act 250 permit will be required. The application will be prepared for the Act 250 Land Use permit to include the following sections and supporting exhibits:
  - Application Form
  - Schedule A – Fee Information
  - Schedule B – Response to 10 Criteria
  - Schedule E – Adjoiner Information
  - Schedule F – Certification of Service
- b. Public hearings and meetings are included for the Act 250 permit under Item #10 below. This may include meeting in advance with the District Coordinator, pre-hearing, site visit or a hearing.

8. Vtrans ROW Work/Access Permit

- a. A State Highway Right-of-Way Work/Access Permit (1111) will need to be issued for the new water and sewer infrastructure in the Routes 9 and 100 right-of-way. A+E will assist the OWNER in obtaining the Permit by preparing the permit application, assisting the OWNER with submittal and following up on review comments.

9. Meetings/Hearings

- a. A+E will prepare for and attend up to three (3) meetings, site visits, or public hearings related to permit issues.

**Easement and Land Acquisition Assistance**

The ENGINEER will assist the OWNER in obtaining the necessary easements for the proposed water and sewer improvements. An index of easements will be prepared to identify the temporary and permanent easements required. Drawings will also be developed to indicate the location of temporary and permanent easements. Coordination will be provided by the OWNER and their attorney during the preparation of easement documents.

**IV. Additional Services**

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and ENGINEER's compensation and time duration of the AGREEMENT. Additional services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Additional Services are:

1. Permitting beyond that specified above
2. Permit fees
3. Wetlands permit
4. Archaeological Phase I Site Identification survey
5. Bond vote assistance
6. Splitting the design into separate construction contracts
7. Design of on-site (outside the right-of-way) water and sewer connections
8. Bid phase or construction phase engineering services
9. Property and/or boundary surveys for the wastewater pump stations

10. Redesigns ordered by the OWNER or REGULATORY AGENCIES after final design plans have been reviewed and accepted
11. Assistance to the OWNER on matters of land acquisition, litigation or arbitration in regard to the project.

Summary of Fees for this Amendment:

I. Basic Services	\$ 89,500	Lump Sum
II. Subsurface Investigation	\$ 14,300	Lump Sum
III. Special Services	<u>\$ 35,200</u>	Not-to-Exceed
Amendment No. 1 Total	<u>\$139,000</u>	

Agreement Summary:

Original Agreement amount:	\$ <u>22,900</u>
Net change for prior Amendments:	\$ <u>0</u>
This Amendment amount:	\$ <u>139,000</u>
Adjusted Agreement amount:	\$ <u>161,900</u>

Change in time for services (days or date, as applicable): 360

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: \_\_\_\_\_  
Print  
name \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: Wayne Q. Elliott  
Print  
name: Wayne Elliott, PE

Title: President

Date Signed: 8-10-22

**KEENE CHRYSLER DODGE JEEP**
**410 WINCHESTER ST**
**KEENE, NH 034313912**
**Configuration Preview**
**Date Printed:** 2021-08-11 4:28 PM

**VIN:**
**Quantity:** 1

**Estimated Ship Date:**
**VON:**
**Status:** BA - Pending order

**Sold to:**

KEENE CHRYSLER DODGE JEEP (65146)

410 WINCHESTER ST

KEENE, NH 034313912

**Ship to:**

KEENE CHRYSLER DODGE JEEP (65146)

410 WINCHESTER ST

KEENE, NH 034313912

**Vehicle:**
**2021 3500 CREW CAB CHASSIS 4X4 (172.4 in WB - CA of 60 in) (DD8L93)**

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	DD8L93	3500 CREW CAB CHASSIS 4X4 (172.4 in WB - CA of 60 in)	42,000
<b>Package:</b>	2GA	Customer Preferred Package 2GA	0
	ESB	6.4L V8 Heavy Duty HEMI Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
<b>Paint/Seat/Trim:</b>	PR4	Flame Red Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
<b>Options:</b>	LNJ	Front Fog Lamps	195
	LAY	LED Tail Lamps	95
	XAW	Rear Backup Alarm	145
	GXM	Remote Keyless Entry	395
	MDA	Front License Plate Bracket	0
	WLA	Dual Rear Wheels	1,395
	JKV	115V Auxiliary Power Outlet	150
	TV3	LT235/80R17E OWI On/Off Rd Tires	250
	XHC	Trailer Brake Control	370
	DK3	Elec Shift-On-The-Fly Transfer Case	295
	XAC	ParkView Rear Back-up Camera	495
	AHD	Heavy Duty Snow Plow Prep Group	395
	MRT	Chrome Tubular Side Steps	595
	ACL	DOT Certified Roadside Safety Kit	195
	MML	Body Color Fender Flares	100
	AMP	Chrome Appearance Group	1,265
	LPE	Cargo and CHMSL Lamp	95
	5N6	Easy Order	0
	132	Zone 32-New York	0
	4EA	Sold Vehicle	0
<b>Destination Fees:</b>			1,695

**Total Price:** 50,125 .
**Order Type:** Retail

**PSP Month/Week:**
**Scheduling Priority:** 1-Sold Order

**Build Priority:** 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

## **Brush Truck Quotes**

**All Quotes are Municipal/State Bid prices**

- Keene Dodge: Dodge Ram 3500, \$50,125.00
  - Auto Mall: GMC 3500, \$52,980.00
  - Brattleboro Ford: F350, \$54,637.00
- 
- SWNH Fire Mutual Aid: lighting and Radio, \$10,000.00
  - Lettering, \$1,500.00
  - Winter Tires, \$1,600.00
  - CET: Forestry Unit, \$15,000.00
  - Dealer Supplied: Aluminum Flatbed Body, \$12,000.00

**Planning Commission Report  
On the Municipal Bylaw Amendments**

This report is in accordance with 24 V.S.A. 441 © which states:

When considering an amendment to a bylaw, the planning commission shall prepare and approve a written report on the proposal. A single report may be prepared so as to satisfy the requirements of this subsection concerning bylaw amendments and subsection 4384 © of this title concerning plan amendments.

The report shall provide:

(A) *Brief explanation of the proposed bylaw, amendment or repeal and ... include a statement of purpose as required for notice under section 4444 of this title.*

The proposed changes to **Article V- Design Review District Overlay District-Description, Uses & Regulation; Article VII - Standards; Article VIII – Signs and Article X – General Definitions** are intended to address

- 1) Design Uses & Regulations for **Outdoor Dining**
- 2) Standards for **Solar Regulations and Screening** in Wilmington, VT
- 3) Standards for **Electric Vehicle Charging Stations** in Wilmington, VT
- 4) Signage size adjustment for **Public Event Signage**
- 5) Definitions of terms used in the Wilmington Zoning Ordinance related to **Electric Vehicle Charging Stations and Public Art**

In the spirit of the Wilmington Town Plan adopted 10/2/2018 (Goal 10): Make it easier to do business in Wilmington, (Goal 14): “Encourage the Efficient Use of Energy and the Development of Renewable Energy Resources through execution of action plans” and further, to implement Goal 14, Policy 1: “Promote alternative energy sources such as solar...” and Goal 14, Policy 2: “Provide safe energy generation and consumption”

The Planning Commission of the Town of Wilmington has determined that:

1. Clarifying Outdoor Dining use and Regulation and Signage clarification for Public Event Signage serves an important role in meeting of Goal 10
2. Establishing standards Solar Energy use and Electric Vehicle Charging serves an important role in the meeting of Goal 14.
3. Adding Definitions for both Electric Vehicle Charging Stations and Public Art Housing play an important role in meeting Goals 10 and 14 as stated above.

Therefore, the Planning Commission proposes the following changes and additions to the Wilmington, VT zoning ordinances:

1. **Changes to Article V- Design Review District Overlay District-Description**
2. **Changes to Article VII – Standards to clarify Solar Use regulations and to encourage Electric Vehicles Charging Stations**
3. **Changes to Article VIII – Signs**
4. **Addition of proposed definitions to Article X (General Definitions)**

The report shall also

*“(B) include findings regarding how the proposal:*

*1. Conforms with or furthers the goals and policies contained in the municipal plan, including Encourage the Efficient Use of Energy and the Development of Renewable Energy Resources*

These amendment changes, it is hoped, will increase the development alternative energy resources in Wilmington.

*2. Is compatible with the proposed future land uses and densities of the municipal plan:*

The proposed changes have no effect on density. These amendments are compatible with the proposed future land uses called for in the municipal plan.

*3. Carries out, as applicable, any specific proposal for any planned community facilities.*

No planned community facilities are affected by this amendment.

Approved in our meeting of July 11<sup>th</sup>, 2022

John Lebron, Chair

Brian Holt, Vice-Chair

Angela Yakovleff, Secretary

Meg Staloff

Michele Carlson