

**Wilmington Selectboard Agenda**  
**April 18, 2023 at 6:00 pm**

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of April 4, 2023 (5 minutes)
3. Action Items (15 minutes)
  - *The Selectboard to possibly appoint John Gannon and Sarah Fisher as DRB alternates for 2-year terms expiring in 2025.*
  - *The Selectboard to possibly approve a loan in the amount of \$44,200 for the Water Asset Management Plan.*
  - *The Selectboard to possibly accept the resignation of Kit Cincotta from the Trails Committee*
  - *The Selectboard to possibly approve the Letter of Intent for the FY 24 Grants In Aid Program.*
4. Noise Ordinance (15 minutes)
  - *The Selectboard to review and possibly approve the Noise Ordinance.*
5. 2023 State Hazard Mitigation Plan Update (10 minutes)
  - *The Selectboard to review the questions from the state for their Hazard Mitigation Plan update.*
6. Liquor Commission (5 minutes)
  - *The Liquor Commission to possibly approve a First- and Third-Class renewal for Maple Leaf Tavern; and*
  - *A Second-Class renewal for Walgreens #17379, and*
  - *A First-Class and Outside Consumption renewal for Folly Eats LLC.*
  - *A new First-Class license for Arthouse LLC at 12 South Main St, and*
  - *A First-, Third- and Outside Consumption Renewal for Jezebels Restaurant & Catering.*
7. Other Business/Correspondence
8. Select Board Members Comments
9. Town Manager's Updates (10 minutes)

## **Wilmington Selectboard Meeting Minutes April 4, 2023**

**Present:** Tom Fitzgerald, John Gannon (zoom), Vince Rice at 6:33 pm, Sarah Fisher, Tony Tribuno

**Others Present:** Scott Tucker, Jessica DeFrancesco, Marshall Dix, Christine Richter, Chris Walling, Scott Moore, Cliff Duncan, Therese Lounsbury, Jessica Lee Smith, Bonnie Lorimer, Nicki Steel, Shelly Lockyear, Fred Aldrich, Meg Streeter, Carolyn Palmer, Kevin Rogers

### **Meeting called to order at 6:00 pm**

1. Visitors, Public Comments, Possible Changes to the Agenda
  - Add An Outside Consumption License for HMC Hospitality at Mirror Lake under Liquor Commission
  - Under action items, move the last item up to below the first item.
2. Approve Minutes of March 21, 2023
  - Tribuno moved to approve Minutes of March 21, 2023, Fisher second; all in favor.
3. 1% Local Option Tax Request
  - Tribuno moved to approve a 1% request from VYS in the amount of \$15,195, Fisher second; all in favor.
  - Tribuno moved to allocate up to \$40,000 to the Events Fund annually, Fisher second; all in favor.
4. Action Items
  - Fisher moved to approve the audit proposal from Sullivan and Powers Co over 5 years starting at \$24,000, Tribuno second; all in favor.
  - Fisher moved to adopt the resolution of Amendment #1 to the Town of Wilmington HRA Plan, Tribuno second; all in favor.
  - Fisher moved to approve the gravel bid from Mitchell Materials in the amount of \$29.90/cy, Tribuno second; all in favor.
  - Fisher moved to approve the purchase of stone material from Cersosimo, Tribuno second; all in favor.
  - Tribuno moved to approve the paving bid from Peckham for chip sealing Shearer Hill in the amount of \$65,650, Gannon second; 3-0, Fisher abstained.
  - Tribuno moved to approve the paving bid from Springfield Paving in the amount of \$255,989.15, Fisher second; all in favor. Fred Aldrich from All State commented that the chip seal should have been a separate bid from the hot mix.
5. Local Emergency Management Plan
  - Command Center and Shelter locations were updated; otherwise, no changes. Fitzgerald moved to approve the 2023 Local Emergency Management Plan, Rice second; all in favor.
6. Town Meeting
  - The Selectboard heard public thoughts on ways to improve Town Meeting participation. (see Cliff's handout attached).  
Almost 1600 registered voters didn't attend in person.  
Record the informational meeting?  
Send a survey to the registered voters asking if they do/don't attend and why?

Hybrid town meetings to make it more accessible?

Starting earlier in the day

Newer residents don't know about town meeting.

There is a job fair at the TVMHS May 2<sup>nd</sup>.

No politics are allowed in the voting building.

Fitzgerald moved to enter into Liquor Commission at 7:20 pm, Rice second; all in favor.

#### 7. Liquor Commission

- Rice moved to approve a First- and Third-Class and Outside Consumption renewal for La Casita LLC, VT Golf Hospitality dba The Stack, L&S Inc dba North Star Bowl, WI Foster LLC dba Wilmington Inn, 19 South Main, and HMC Hospitality dba Hermitage Club;
- A Second-Class renewal for Starfire Bakery LLC and HMC Hospitality dba Hermitage Club,
- A First-Class and Outside Consumption renewal for The Village Roost; and
- An Outside Consumption License for HMC Hospitality at Mirror Lake, Tribuno second; all in favor.

Out of Liquor Commission at 7:23 pm.

#### 8. Other Business/Correspondence

#### 9. Select Board Members Comments

- Fitzgerald commented that the DRB had to cancel last night due to members not being available due to upcoming conflicts. According to VLCT , Selectboard members can sit as alternates. Gannon and Fisher are willing to sit as alternates.
- Gannon mentioned a current bill at the state that would leave reappraisals up to the state and eliminating the BCA. Town would be billed for the service. Should a committee form to look at Town Meeting?

#### 10. Town Manager's Updates

- 2<sup>nd</sup> annual charity basketball game-Fire vs Police, happened April 2<sup>nd</sup>.
- PD received a scholarship to attend an FBI training, de-escalation training and evidence room management.
- Attending ICMA conference next week.
- Sidewalk snow removal cost about \$10,000 through the last big storm, and Highway estimate \$600,000 in damage considering the soft road surfaces.
- Preconstruction meeting tomorrow for the painting of town hall.
- ZA has gotten a lot of publicity around her short-term rental pamphlet. They are being directed to attend Planning Commission meetings, as that is where zoning changes occur.
- Water shut-offs will happen this week for 19 properties in arrears.

#### 11. Executive Session

- Fitzgerald moved to find that premature general public knowledge of the possible real estate sites would place the town at a substantial disadvantage, all in favor.
- Fitzgerald moved to enter into executive session at 8:10 pm, to include the Town Manager, to discuss possible real estate sites for a new town office, Rice second; all in favor.

Came out of executive session at 8:32 pm

Meeting adjourned at 8:32 p.m.

Respectfully Submitted,  
Jessica DeFrancesco, Administrative Assistant

Approved by the Wilmington Selectboard:

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Thomas Fitzgerald, Chair

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John Gannon, Vice Chair

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Vince Rice, Clerk

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Sarah Fisher

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Tony Tribuno

## LOAN AGREEMENT

Vermont State Revolving Fund

Loan WPL-335-1.0  
Loan Amount: \$44,200.00

1. Town of Wilmington, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
  - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Safe Drinking Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the Loan proceeds solely for the Project for which the Loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Disbursements from DEC are made on a reimbursement basis. Funds will be disbursed from Federal Award ID Number FS991218## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Drinking Water State Revolving Fund, CFDA number 66.468, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds

and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

  
\_\_\_\_\_  
Secretary

VERMONT MUNICIPAL BOND BANK

By:   
\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Clerk

Town of Wilmington

By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer



Date \_\_\_\_\_

List of Loan Exhibits

- EXHIBIT A: Project description and conditions
- EXHIBIT B: List of Federal Laws and Authorities
- EXHIBIT C: General Obligation Note
- EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This water planning loan is for preparation of an asset management plan for the Wilmington Water System.

#### Conditions:

- 1) Repayment of this loan shall commence five (5) years after the execution of the loan.
- 2) If this loan does not result in a constructed project by the anticipated repayment start date, repayment shall commence immediately.
- 3) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as “alternative funding”), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the DWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 4) The engineer will meet with the Drinking Water and Groundwater Protection Division (DWGWPD) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the DEC engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by DWGWPD.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

#### ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

#### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

#### SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$44,200.00

UNITED STATES OF AMERICA  
STATE OF VERMONT  
Town of Wilmington  
GENERAL OBLIGATION NOTE

The Town of Wilmington (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$44,200.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 5/1/2028 as follows:

**Loan Agreement**  
**Vermont EPA Local Assistance State Revolving Fund**

Town of Wilmington, Vermont  
Loan WPL-335-1.0  
Prepared on 3/20/2023

**Loan Terms**

Loan Amount: \$44,200.00  
Loan Term Years: 5  
Interest rate: 0.00000%  
Administrative Fee: 0.00000%

Repayment Date	Payment Number	Principal Due	Principal Payment	Interest Payment	Administrative Fees	Total Payment	Date of Repayment
5/1/2028	1	44,200.00	8,840.00	0.00	0.00	8,840.00	
5/1/2029	2	35,360.00	8,840.00	0.00	0.00	8,840.00	
5/1/2030	3	26,520.00	8,840.00	0.00	0.00	8,840.00	
5/1/2031	4	17,680.00	8,840.00	0.00	0.00	8,840.00	
5/1/2032	5	8,840.00	8,840.00	0.00	0.00	8,840.00	
			<b>44,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44,200.00</b>	

Not reflecting subsidy (anticipated 100% forgiveness if complete AMP and training per SRF Guidance Document 26).

EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Note shall be made upon surrender of this Note for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24 of the Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 1/17/2023.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

Town of Wilmington

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$44,200.00

Town of Wilmington  
GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St., Suite 401, Burlington, VT 05402.

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Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Drinking Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the Town of Wilmington (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public water system improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same was submitted to the legal voters at meetings thereof, and it was ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$44,200.00, to be discounted by the amount of up to \$44,200.00, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and



BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$44,200.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

EXHIBIT D

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the aNote, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

Town of Wilmington

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer

**From:** kc <[kitsits@gmail.com](mailto:kitsits@gmail.com)>

**Sent:** Friday, April 14, 2023 8:58 AM

**To:** Jessica DeFrancesco <[jdefrancesco@wilmingtonvt.us](mailto:jdefrancesco@wilmingtonvt.us)>

**Subject:** Re: Trails interest

Good morning Jessica,

Joanne Yankura advised me to reach out to you in order to officially submit my resignation from the trails committee — as I am unable to fulfill the obligation of being a committee member at this time.

Sincerely,

Kit Cincotta



## LETTER OF INTENT TO PARTICIPATE IN THE SFY24 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

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

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2024.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2024 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Duly Authorized Representatives)

Municipality: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Town Zip*

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Town Clerk (2nd contact): \_\_\_\_\_ Email: \_\_\_\_\_

Unique Entity Identifier (SAM #) #: \_\_\_\_\_ Fiscal Year End Month (MM): \_\_\_\_\_

Note: Primary Contact is responsible for grant execution on Town’s behalf, Secondary Contact must be Town Clerk.

**This form must be submitted via email by May 5th, 2023 to indicate participation.**

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov)

**This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.**

# ***Wilmington Noise Ordinance***

**Section 1 Purpose**

**Section 2 Statutory Authority**

**Section 3 Definitions**

**Section 4 Prohibitions**

**Section 5 Evidence of Violations**

**Section 6 Enforcement**

**Section 7 Penalties**

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## **Noise Ordinance**

### **Section 1 *Purpose of Ordinance***

The purpose of this Ordinance is to preserve the public health, safety, and welfare by prohibiting excessive and disturbing noise and to prevent noise which is prolonged or unsuitable for the time and place and which is detrimental to the peace and good order of the community. It is the goal of this Ordinance to allow all residents of our Town to peacefully coexist in a manner that is mutually respectful of the interests and rights of others.

### **Section 2 *Statutory Authority***

This Ordinance has been promulgated under the authority granted the Wilmington Selectboard by 20 V.S.A. §3549, 24 V.S.A §2291 (10), (14 and 15) and 24 V.S.A. Chapter 59.

### **Section 3 *Definitions***

(a) **Plainly Audible:** Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of the song, specific words or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

(b) **Residential Property or Receiver:** Property used for human habitation or sleeping.

(c) **Commercial/Industrial Property or Receiver:** All other property, e.g. restaurants, schools, churches.

(d) **Background Level:** The composite of all sounds exclusive of the sound under evaluation.

(e) **Receiving Property:** The location that is receiving the sound in question.

(f) **Emergency:** Any occurrence or set of circumstances involving reasonable expectation of actual or imminent physical trauma or property damage.

(g) **Emergency Work:** Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

(h) **Prohibited Noise:** Any excessive, unnecessary, unreasonably loud noise or disturbance sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

#### **Section 4 Prohibitions**

No person shall make or continue to make any excessive, unnecessary, unreasonably loud noise or disturbance, or any prohibited noise that disturbs, destroys, or endangers the comfort, quiet, repose, health, peace, or safety of others within the immediate vicinity of the noise or disturbance. Without limitations, the commission of one or more of the following acts, if done in such manner, shall be deemed a violation of this ordinance:

(a) **Personal, Mobile, or Portable Sound-producing Devices.** The operation or permitting the use or operation of any musical instrument, radio, television, phonograph, or other device for the production or reproduction of sound in such a manner as to be plainly audible through walls between units within the same building, from another property or from the street between the hours of 9:00 P.M. and 7:00 A.M. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.

(b) **Vocal Disturbances.** It shall be unlawful for any person who is participating in an activity or social event to actively make unreasonably loud noise. An activity or other social event is defined as a gathering upon the premises of one or more persons who is not a full-time resident of the premises. Unreasonably loud noise is noise that unreasonably interferes with the peace or health of members of the public or is plainly audible between the hours of 9:00 P.M. and 7:00 A.M. through the walls between units within the same building, from another property or from the street. It shall also be unlawful for any resident of any premises to allow an activity or social event occurring in or about the premises to produce unreasonably loud noise. There is a rebuttable presumption that all residents of the premises have allowed such activity or social event to occur in or about the premises. All residents of the premises, whether full-time residents or part-time residents are responsible for such unreasonable noise made, each having joint and several liability.

(c) **Devices to Attract Attention.** The use of any drum, musical instrument, loud-speaker, amplifier, or other instrument or device for the purpose of attracting attention.

(d) **Construction and Maintenance Sounds:** The excavation, erection, demolition, alteration, or repair of any buildings, structure, property or street between the hours of 9:00 P.M. and 7:00 A.M except for necessary emergency construction and maintenance to protect property or persons.

(e) Motor Vehicles: Sounding of vehicle horns, sirens, security alarm or other devices to attract attention that are not required in an emergency situation.

(f) Outside musical performances: Outside musical performances, either amplified or non-amplified, at a public or private event between the hours of 9:00 P.M. and 7:00 A.M.

(g) A motor vehicle, including a motorcycle, moped, snowmobile, all-terrain vehicle, or other vehicle equipped with and propelled by engine, whether operated on a public street or on private property, shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke. A person shall not remove, destroy or damage any of the baffles contained in the muffler, nor shall a person use a muffler cutout, bypass or similar device upon any such vehicle. Such vehicle shall at all times be equipped with a properly operating exhaust system which shall include a tail pipe and a resonator on a vehicle where the original design included a tail pipe and a resonator.

### **Section 5 *Evidence of Violations***

For the purposes of subsections (a), (b), (c), (d) and (e) of *Section 4*, a prohibited noise or disturbance of such magnitude so as to be plainly audible in another building or in another dwelling unit located in the same building, or in the street or public way shall be deemed prima facie evidence of a violation of this ordinance.

### **Section 6 *Enforcement***

(a) No owner or occupier of premises, or any person who has been given lawful permission to use or control any premises, shall knowingly permit a violation of this ordinance by another person on such premises.

(b) The first offense for any person violating the provisions of this ordinance within a twelve month period, shall be punished as provided in (penalties section).

(c) A second and subsequent offense for violating this ordinance within a twelve month period, shall be punished as provided in (penalties section).

(d) Each time a police officer is called to a scene of a noise complaint shall be deemed to be a separate offense.

### **Section 7 *Penalties***

7-1 First offense of a violation of Section 4 subsection (a), (b), (c), (d), (e), (f) and (g)- A written warning issued by a police officer or public health officer shall be issued for the first offense within a twelve month period.



7-2 Second offense of a violation of Section 4 subsection (a), (b), (c), (d), (e), (f) and (g)- The penalty for a second offense within a twelve month period shall be \$300.00 issued by a police officer or public health officer. The waiver fee shall be established \$200.00.

7-3 Third offense of a violation of Section 4 subsection (a), (b), (c), (d), (e), (f) and (g)- The penalty for a third offense within a twelve month period shall be \$500.00 issued by a police officer or public health officer. The waiver fee shall be established \$300.00.

7-4 Fourth offense and subsequent offenses of a violation of Section 4 subsection (a), (b), (c), (d), (e), (f) and (g)- The penalty for a fourth or subsequent offense within a twelve month period shall be \$750.00 issued by a police officer or public health officer. The waiver fee shall be established \$500.00.

### **Section 8 Exemptions**

Sounds from the following sources shall be exempt from the prohibitions specified herein and shall not be included in any measurements performed to determine compliance with ordinance:

(a) All safety signals and warning devices or any other device used to alert persons to any emergency or used during the conduct of emergency work including but not limited to police, fire and medical/rescue vehicle sirens.

(b) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside of daytime hours.

(c) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.

(d) Musical, recreational and athletic events conducted by and on the site of a school or education institution and municipal institutions.

(e) Events conducted by or permitted by, or approved by the Wilmington Selectboard. Persons operating an event under the authority of a parade, street event, or special use permit shall comply with all conditions of such permits with respect to noise control issues.

(f) Construction or repair work which must be done to address an emergency health or safety concern which is not work which includes normal maintenance and repair.

(g) Equipment for maintenance of lawns and grounds during the hours of 7:00 A.M. to 9:00 P.M. (including but not limited to lawn mowers, hedge trimmers, weed whackers, chain saws and leaf blowers).

**Section 9 *Notification by property owners of rental housing***

Owners of rental housing shall be required to provide a copy of this ordinance to a tenant at the start of the tenancy. However, the failure of an owner to provide a copy of the ordinance shall not be a defense to a violation of this section.

**Section 10 *Adoption / Effective Date***

Adopted:

Effective Date:

## State Hazard Mitigation Plan Update

1. Which individuals or groups would be most harmed by or have the most difficult time recovering from a natural disaster (frontline members)?
  - a. Seniors, disabled, low-income, guests/visitors, shut-ins, indigenous and refugees
2. How does the Town get information about the needs of its frontline?
  - a. Social service agencies, police department
  - b. Could hold community meetings, take surveys. The resort community would be difficult to reach as they are here for short periods of time.
3. What have you done to prepare for significant weather events?
  - a. Created an LEMP; police, fire and highway now out of floodplain; road culverts/drainage and ditches have been updated.
  - b. Our shelter does not have supplies like food, water, etc; maybe 30 cots
4. What can be done to protect residents from natural hazard impacts?
  - a. Educate and enforce zoning codes, warning systems such as VT alert and social media