

Wilmington Selectboard Agenda
May 16, 2023 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of May 2, 2023 (5 minutes)
3. Action Items (10 minutes)
 - *The Selectboard to possibly appoint Elizabeth Goldsmith as E-911 Coordinator.*
 - *The Selectboard to possibly appoint trails alternate Joanne Yankura as a regular member.*
 - *The Selectboard to accept the resignation of Alex Rioux from the Trails Committee*
 - *The Selectboard to accept the Municipal Energy Resiliency Program Mini-Grant in the amount of \$4000.*
 - *The Selectboard to possibly approve the resolution for the Northern Borders Grant.*
 - *The Selectboard to appoint a representative for tax sale.*
4. Water Commission (5 minutes)
 - *The Water Commission to possibly approve a loan application for the Vermont Drinking Water State Revolving Loan Fund up to \$34,564 in eligibility.*
5. Audit (15 minutes)
 - *Steve Love from Love, Cody & Co to give a close-out presentation of the FY22 audit.*
6. 1% Local Option Tax Fund Event Request (5 minutes)
 - *The Selectboard to possibly approve a 1% request from the Chamber of Commerce in the amount of \$9,000 for 4th of July fireworks.*
7. Deerfield Valley Fiber (15 minutes)
 - *The Selectboard to possibly approve \$10,000 in ARPA funds for barriers to access for Wilmington residents.*
8. Veteran's Memorial Park (20 minutes)
 - *The Selectboard to possibly approve the use of the green space at 40 Beaver St for the Veteran's Memorial Park.*
 - *The Selectboard to review the preliminary design for the VMP and possibly approve the architecture quote.*
 - *The Selectboard to possibly establish a donation fund for the Veteran's Memorial Park.*
 - *The Selectboard to possibly approve a challenge donation to the VMP from the 1% Local Option Tax Fund to kickstart the funding efforts.*
9. Town Meeting (20 minutes)
 - *The Selectboard possibly approve the proposed survey questions to measure voter interest in Town Meeting Day.*
 - *Other General Discussion regarding Town Meeting Day*
10. Personnel Policy (20 minutes)
 - *The Selectboard to review and possibly approve the amended personnel policy.*
11. Liquor Commission (5 minutes)
 - *The Liquor Commission to possibly approve an Outside Consumption Permit for Valley Craft Ales.*

12. Other Business/Correspondence

- *The Selectboard to discuss a summer schedule of the 3rd Tuesday in June, July and August*

13. Select Board Members Comments

14. Town Manager's Updates (10 minutes)

15. Executive Session

- *The Selectboard to enter into executive session to discuss a possible real estate purchase.*

Wilmington Selectboard Meeting Minutes May 2, 2023

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

Others Present: Scott Tucker, Jessica DeFrancesco, Christine Richter, John and Rachel Lazelle, Chris Brown, Gretchen Havreluk, Therese Lounsbury, Adam Grinold, Jessica Lee Smith

Meeting called to order at 6:00 pm

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

2. Approve Minutes of April 18, 2023

- Rice moved to approve the minutes of April 18, 2023, Fisher second; all in favor

Rice moved to enter into Sewer Commission at 6:00 pm, Fisher second; all in favor.

3. Sewer Commission

- The Sewer Commission to possibly approve the following:
 - o Fisher moved to approve final allocation for 4 South Main – Vittorini – for an additional 265 gallons (2-bedroom apartment), Rice second; all in favor.
 - o Fisher moved to approve preliminary allocation for 1 East Main – Wendel – for 765 gallons (6 bedrooms, 4 apartments), Rice second; all in favor.
 - o Fisher moved to approve preliminary allocation for 18 Country Club Road – Lopez – 420 gallons (3-bedroom house), Rice second; all in favor.
 - o Fisher moved to approve preliminary allocation for 10 Whitney Lane – Messing – for 140 gallons (1-bedroom in-law apartment), Rice second; all in favor.
- Wastewater has been composting bio-solids since about 1994. They have been composting 6-7 times a year up until 2015. After the upgrade of the plant, that dropped to twice a year. Due to this and the aging 30-year equipment, the necessary expense doesn't seem worth it for so little compost. The added unknown of PFAS testing is another factor. Lazelle is working with Casella on pricing for them to take the sludge. Lazelle is recommending the town cease their composting process and enter an agreement with Casella or similar vendor to take it away. WSWMD may also help us find a company that handles this kind of sludge. The Sewer Commission agreed with the recommendation for sludge management.

Out of Sewer Commission at 6:16 pm

4. FY23 Budget Update

- Water- revenues should be above the anticipated amount; miscellaneous expense deficit is due to the VOSHA violations. Water Dept. budget is expected to end in the black.
- Sewer; some properties are on tax sale list. Sewer should end in the black.
- Highway- guardrail line shows an increase, due to income from an insurance claim, and we are hoping to get the guardrails fixed this year; fuel prices went up and we did not receive a flat rate to lock in for diesel fuel; building maintenance increase is due to VOSHA violations. Highway budget is expected to end up in the black this year.
- General Fund- we have about \$80,000 on the tax sale list; sold a few properties this year; police and fire expenditures for telephone are higher due to new connections in the new building; healthcare shows about \$100,000 under spent with the new plan. The general fund should end up in the black, but a large surplus is not expected.

5. 1% Local Option Tax Requests

- Today's job fair at TVMHS was a part of the P3 program and a smaller version of the Reality program they held at Leland & Grey last winter, as reported by Adam Grinold. Fisher moved to approve the 1% request from SEVEDS in the amount of \$5628, Rice second; all in favor.
- Brown is looking for assistance to repair the exterior of his newly purchased building at 37 West Main; a total renovation cost is about \$350,000. The town does not have a façade program, but they do have a revolving loan program. The Selectboard suggests he apply for a revolving loan program. Havreluk also stated that there are other tax credits that may be available. Smith feels that Brown puts a lot of himself forward for the town and kids in the community. The applicant withdrew this request.

6. Tax Stabilization

- This building, in the Historic District, has been blighted for many years, and it will contribute to the 1% LOT, and create housing. The interior is getting a full renovation, and it will be repainted with new windows. The intent is to rent long-term; the two studio apartments may be short-term if he can't get renters for long-term. Gannon does not feel the town should be subsidizing short-term rentals in any way. Fisher moved to approve the tax stabilization for 37 West Main St, Rice second; all in favor.

7. Other Business/Correspondence

8. Select Board Members Comments

- Tennis court line painting? We have reached out to a few places and gotten no responses.

9. Town Manager's Updates

- Municipal Energy Resilience Program; still waiting to hear back on the grant. Moving forward with the energy fair on June 3rd with the understanding that we will be receiving the grant.
- Town hall repair and painting; still waiting on the arrival of the windows. There are some areas of the building that are significantly rotted; waiting on estimates to get the repairs done so painting can continue.
- The water district qualifies for a no-interest loan to do a service line inventory (lead & copper).
- Hall Rd Dam Removal project, pre-construction meeting June 29th

Meeting adjourned at 7:02 pm

Respectfully Submitted,
Jessica DeFrancesco, Administrative Assistant

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vince Rice, Clerk

Sarah Fisher

Tony Tribuno

On behalf of the Trails Committee, we respectfully ask the Selectboard to accept Alex Koehler's resignation from the Committee. We thank Alex for his contributions to the Committee's work and know that he is extremely busy at this time. I am sure he will be helping out as he can.

We will need to seek other candidates for the Committee.

Thanks,

Bob Fisher

Robert M. Fisher, Esq.

Fisher & Fisher Law Offices, P.C.

114 Main St. ; PO Box 621

Brattleboro, VT 05302-0621

(802) 254-4488; fax 254-6148

Resolution
Northern Borders Regional Commission
Town of Wilmington, VT

WHEREAS, the Town of Wilmington of Wilmington, Vermont is expanding infrastructure to Route 9 East; and

WHEREAS, the Northern Borders Regional Commission has invited us to apply under its 2023 Catalyst Program, the goals of which are highly compatible with our expansion efforts:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That this Selectboard endorse a construction application under the Northern Borders Regional Commission Catalyst Program for construction of water and wastewater infrastructure expansion on Route 9 East; and
2. That **Scott Tucker**, who is the **Town Manager**, is empowered to act on behalf of **The Town of Wilmington** as the **Authorized Official**; and
3. **Scott Tucker, Wilmington Town Manager** is hereby authorized, on behalf of the **Town of Wilmington** to apply for, accept, and expend grant funds from the Northern Borders Regional Commission. The named authorized official has permission to sign all NBRC investment documents that bind the applicant.
4. That **Gretchen Havreluk, Wilmington Economic Development Specialist** is hereby authorized as the **Primary Contact** for **Town of Wilmington**; and
5. That this project shall be referred to as the **Route 9 Infrastructure Expansion Project**.

Signature of Individual authorized to act on behalf of Wilmington

Scott A. Tucker

Passed and approved this 16th day of May, 2023.

LEGISLATIVE BODY – Town of Wilmington Selectboard

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vincent Rice, Clerk

Sarah Fisher

Tony Tribuno

Vermont Drinking Water State Revolving Fund (DWSRF)

Service Line Inventory Loan Application

Municipal Water System Version (private systems please use the other version)

Technical review by Vermont Department of Environmental Conservation

Financial review and loan agreements by Vermont Bond Bank (VBB)

Instructions:

Email this completed application and the following attachments to anr.dwsrfinvloan@vermont.gov

- This loan application, all fields completed and all signatures completed, and
- **If using a hired consultant to complete the service line inventory**, a Contract or Engineering Services Agreement (ESA) that matches the information in this loan application. We recommend submitting a draft for DEC staff review with this loan application or earlier prior to signing the contract.

Or

- **If using in-house employees instead of a hired consultant to complete the service line inventory**, a [force account agreement](#) (downloadable file) that matches the information provided in this loan application. We recommend submitting an unsigned force account agreement for eligibility review by DEC prior to beginning employee work on the service line inventory. This will help to ensure the work performed by borrower staff is consistent with the [Service Line Inventory Force Account policy and process](#) (downloadable file), and
 - Documentation of receipt of competitive bids related to performing eligible service line inventory project tasks.

For loan or application questions, contact:

Meagan Koss, DWSRF Project Developer

Meagan.Koss@vermont.gov or 802-249-2413

For service line inventory or contract/agreement questions, contact:

Rachel O'Reilly, Sustainable Infrastructure Analyst

Rachel.Oreilly@vermont.gov or 802-661-8673

The loan application begins on the next page.

Borrower Information and Contacts

Municipality legal name:

Water system name:

WSID # (3-5 digits):

Mailing Address:

SAM.gov Unique Entity ID (12 character):

Full SAM.gov registration is not required, but to be a subrecipient of federal funds including a DWSRF loan, there must be a publicly visible entry that DEC staff can review.

Municipal Water System Personnel and/or Board Members

List all people who will authorize or manage the loan in roles such as

Town/City: Manager; Public Works Director; Clerk; Treasurer; Financial Manager; etc.

Governing Body/Selectboard/Prudential Committee: Chair; Treasurer; Clerk/Secretary; Member.

Start with the Authorized Representative and Alternate Auth. Rep. and provide their contact info. Add pages for additional names if needed. Have each person sign the application. **A signature below certifies review and approval of the entire completed loan application.** The Consultant will be added in the next section. The Designated Operator role does not need to be added to the loan application unless they are in one of the other roles.

Authorized Representative (who has authority to sign legal and financial agreements):

Name Title/Role:

Phone: Email:

Signature Date

Alternate Authorized Representative (backup for Authorized Representative):

Name Title/Role:

Phone: Email:

Signature Date

Other personnel/board members:

Name Title/Role:

Phone: Email:

Signature Date

Other personnel/board members (continued):

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Consultant / Contractor:

If using in-house employees to complete the service line inventory, insert “not applicable” or “n/a” in this section.

Firm Name:	Contact Name:
Mailing Address:	
Phone:	Email:
Relevant experience and qualifications for service line inventory:	

Project Details and Loan Request

Project Title: Service Line Inventory

Loan purpose and terms: Community and NTNC water systems are required under the Lead and Copper Rule Revisions to submit a service line inventory (SLI) by October 2024. Specific [requirements](#) for the inventory format and its development are set by the Drinking Water and Groundwater Protection Division. The most current funding information will be available from the [DWSRF](#) program. Loan terms will be 0% interest and fees. Repayment will start 5 years after the loan agreement, split into 5 annual payments. Any loan forgiveness proposed on SLI priority list may be issued in portions as the annual portfolio of loans under that grant develops. If the SLI leads to a subsequent DWSRF construction loan, the SLI loan may be rolled into that construction loan.

Project General Tasks: General categories of tasks that are eligible for these loans and may need to be completed are listed below and should be considered in development of the contract or Engineering Services Agreement. Note that the final SLI must cover portions owned by both the water system and the customer. Do not include the scope or budget of other planning work the contractor may complete for the water system (e.g., asset management planning, preliminary engineering). If other DWSRF-eligible and fundable work will be completed on a similar timeline, a single loan agreement may be developed, but loan applications must be submitted separately.

1. Record Review

- Meet with water system personnel. Review water system records for service line info.
- Review other available documentation (e.g., Town Clerk office, DEC regional office (including online [permit search](#)), [Act 250 permits](#), local plumbers and former water system staff, etc.)

2. Survey and Inspection

- Survey customers for service line information.
- Where necessary, inspect the customer side of the service line (building inlet).

3. Inventory Spreadsheet and Replacement Plan

- Enter inventory data for each service line into the state inventory spreadsheet template.
- Where required based on the inventory, develop the Lead Service Line Replacement Plan.

Project Specific Information: Describe the anticipated tasks to be completed by the contractor for this specific water system and the general methods. These will differ among water systems depending on current records, system age, material types, history of distribution upgrades, etc. If including a draft or executed contract or ESA that includes this information, enter “see attached”.

General budget explanation for tasks (costs per project and/or per service line, or enter “see attached”):

Amount requested for this loan: \$

Borrower fiscal year:	Calendar (Jan – Dec)	State Fiscal (July – June)
	Federal Fiscal (Oct – Sept)	Other:

Expected to pay off within 5 years:

Not expected to pay off within 5 years:

Other projects the water system anticipates in the next 5 years that may require a loan:

The Vermont Bond Bank may require additional information for financial capacity review and underwriting, and/or may use information from other pending DWSRF loan applications.

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Requests For Funding Through the 1% Local Option Tax Fund

Name of Person/Organization/Business/Committee:

Southern Vermont Deerfield Valley Chamber of Commerce

Date of Request: May 10th, 2023

Contact person, phone numbers, mailing and email address

Bethaney LaClair

802-464-8092

21 West Main Street, Wilmington, VT 05363

execdir@visitvermont.com

Amount of Request and Date Funding Needed

\$9,000

July 1st, 2023

Describe in detail the purpose and specific use of the funding

The funds will be used to cover the cost of hosting the annual Independence Day Celebration and the fireworks display scheduled for July 1st, 2023 at Hayford Field. The cost of fireworks has increased again this year, with a new minimum order requirement of \$13,500.

Please provide a financial breakdown of your project/request.

See attached.

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

See attached.

Bethaney LaClair

Signature of Applicant

05/10/2023

Date



Description of Annual Independence Day Fireworks Celebration

The Chamber of Commerce hosts the Valley's Annual Fireworks Celebration at Hayford Field in Wilmington. This event has been a staple of the holiday weekend in the Deerfield Valley for over 16 years, and the Chamber is proud to have overseen the organization and production of this event over that span. Over 2,000 people annually travel to the Valley to celebrate Independence Day, and the Chamber hopes to grow this number in the coming years to further support the economic activity in the Valley over this holiday period.

We are excited to continue the tradition of hosting activities and the fireworks display at Hayford Field in 2023. This year we will be partnering with local restaurants to offer a variety of food options for patrons to enjoy alongside the live music and family friendly activities that have been offered in the past. Additionally, we will continue to work closely with regional fire, police and transportation officials to ensure that attendees have a fun & safe Independence Day celebration in the heart of Wilmington, Vermont. The Chamber promotes this event in print & digital publications and on all their social media platforms.

In the past, the towns of Dover and Wilmington have consistently and graciously provided funding for the fireworks at Hayford Field. The Chamber and its Board of Directors thank the voters and decision-makers in both towns for funding for this annual tradition, enjoyed by visitors and locals alike.

Warm Regards,

A handwritten signature in black ink that reads "Bethaney".

Bethaney LaClair

Executive Director

Southern Vermont Deerfield Valley Chamber of Commerce

42nd Annual Independence Day Fireworks Celebration		
Saturday, July 1st, 2023, Rain date July 7th, 2023		
Income		
Wilmington 1% Fund	\$9,000	
Dover 1% Fund	\$6,750	
Sponsorship	\$4,500	
Vendor Site fee (\$50/vendor)	\$150	Nomad, Tony's, Green Mountain Squeeze
Chamber Activities (bouncy house, cotton candy & snow cones)	\$4,500	
Total Income	\$24,900	
Expenses		
Marketing-Social Media	\$500	Instagram, Facebook, TikTok boosted post
Marketing - Radio	\$500	
Marketing-Print	\$500	Local News Papers
Banner Replacement	\$500	
Fireworks Display	\$13,500	
Police & Fire	\$1,200	
Band	\$1,050	
Rentals	\$500	Tents/tables
Portable Potties	\$1,800	
Swag	\$550	
Staffing	\$500	
Clean up supplies	\$500	
Bouncy house rentals & staff	2500	
Trash Pick up and disposal	200	
Parking staff	100	
Total Expense	\$24,100	
Net Revenue	\$800	

Scott Tucker, Town Manager
Town of Wilmington
2 E Main Street
Wilmington, VT 05363
Re: Wilmington Veterans Memorial

Dear Scott,

Thank you for the opportunity to submit a proposal to design a piece of downtown Wilmington into a contemporary outdoor amenity which delivers a strong connection to the natural environment, enhances the activities and amenities of daily life and holiday festivities, and most importantly, pays homage to the troops of wars past.

Our familiarity with Wilmington is immense, both having grown up locally. We are honored to be able to design an important and meaningful site to many in town. Our partnership looks forward to taking our expertise into the downtown village area and working with you to design the Wilmington Veterans Memorial for the enjoyment of residents for generations to come.

Our submission includes a Scope of Work for our design and documentation for the memorial. We understand your timeline is action oriented toward implementation in Summer 2023 and we will work with you to best achieve those goals. We welcome the opportunity to design this park for the Town of Wilmington to provide a more vibrant and active community.

Sincerely,



Eric Craven, Craven's Design



Beau Doucette, Doucette Landscape Design

PROPOSAL FOR DESIGN SERVICES

SCOPE OF WORK

The following Scope of Work outlines our approach to developing a Schematic Plan and Construction Documents for the construction of the Wilmington Veterans Memorial.

The Scope of Work is limited to services performed based on the following Design Criteria:

- A Veterans Memorial honoring the Wilmington veterans of WW2, Korea, Vietnam, Gulf, Iraq, and Afghanistan.
- Located at 40 Beaver St., Wilmington, VT.
- Landscape design associated with the Veterans Memorial.
- Architectural design of a 16' x 16' pavilion.

Our design process will communicate a thorough understanding of the site, surrounding context, and operations/maintenance while delivering creative and thoughtful design solutions that elevate the community's experience.

1. Schematic Design Phase

The design team will meet once (1) via video conference/in person to summarize feedback from the previous concept. We will discuss refinements/recommendations in anticipation of working towards Schematic Design. We will also discuss cost opinions and implementation strategies.

The Schematic Design will include the following:

- Preliminary site grading plan
- Preliminary site materials plan
- Preliminary pavilion plan

We will work with you to identify project priorities, the resulting project phases, and a project budget.

We will present a DRAFT of the Schematic Plan to you via video conference call and address comments/feedback in one (1) round of revisions. The final Schematic Design will be presented to the Select Board or committee at a meeting date TBD.

Deliverables: Schematic Design Plan

2. Construction Documentation Phase

We will build upon the information gathered from Schematic Design and refine the concept to construction level documents. The Construction Documents (CD's) will include a grading plan, layout and materials plans, site details, planting plan, and architectural pavilion plans, elevations, and associated construction details.

The CD's include site and architectural details depicting how various site elements are constructed and how the site elements relate to each other via improvements such as detailed micro-grading, enlargements, layout plans, etc.

Deliverables: Bid Documents, Construction Documents

3. Bidding Phase

Upon the completion of the Construction Documentation phase, we will help the town bid out the project and select an appropriate contractor.

Once construction commences we will assist by answering contractor questions and responding to RFI's on an as needed and hourly basis to ensure the project gets built accurately.

Deliverables: Contractor Selection

EXCLUSIONS

The items listed below are exclusions from our scope of work:

- Site Survey / Civil engineering / Stormwater Design
- Structural engineering
- Public Engagement Process
- Site representation / Inspections

ADDITIONAL SERVICES

Services beyond the scope of work and meetings listed above will be considered additional. These services will not be completed without written approval by the Client. Additional services will be billed on an hourly basis at the standard rates listed in the attached terms and conditions. Additional services include, but are not limited to, the following:

- Changes to the Design Criteria
- Meetings and site visits beyond the scope of work
- Construction administration beyond the scope of work

SCHEDULE

We anticipate a 10-12 week schedule to accomplish this scope of work. This timeline is an estimate only and is contingent on client participation and approval of the Schematic Design and Construction Document Phases, along with prompt payment based on the Payment Schedule.

May-June	Schematic Design	4-6 weeks
June-July	Construction Documents	4-6 weeks
August	Bidding/Construction Administration	12 Months

PROFESSIONAL FEES AND EXPENSES

Professional fees to complete the scope of work are \$12,000. Our professional services will be paid based on the included Payment Schedule. Reimbursable expenses (i.e. travel, printing, production material, phone/fax, mail/shipping, etc.) will be billed in addition to the professional fees in accordance with the attached Craven Design's Terms and Conditions. Reimbursable expenses are typically anticipated to be approximately 5% of our total fee.

PAYMENT SCHEDULE

The follow payment terms are to be put into effect upon acceptance of this proposal:

Amount to be paid upon acceptance of this proposal-	\$4,000
Amount to be paid upon acceptance of the Schematic Design Phase-	\$4,000
Amount to be paid upon acceptance of the Construction Document Phase-	\$4,000
Total compensation -	<u>\$12,000</u>

If you are in agreement with the proposed Scope of Work, Professional Fees, and attached Terms and Conditions, please sign and date below. Your signature will serve as a Letter of Agreement between us.

Respectfully Submitted,
Craven's Design



Eric Craven, Owner



Beau Doucette, LA

Acknowledged and Accepted:

This letter of proposal and Craven's Design's Terms and Conditions as attached comprise the total agreement between Craven's Design and the Town of Wilmington, Vermont.

By:

Date:

Title:

DESIGN SERVICES AGREEMENT

TERMS AND CONDITIONS

Compensation: Billings to Client for all work in connection with the Scope-of-Work and Additional Services (i.e., all work in addition to that required in connection with the stated Scope-of-Work) shall consist of the following:

Professional Fees: All professional services performed by Craven's Design within the Scope-of-Work will be billed according to the included payment schedule. All services performed outside of the Scope of Work will be billed on an hourly basis.

Craven's Design hourly rates for calendar year 2023 are as follows:

Principal	\$125
Landscape Architect	\$125

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

Direct Expenses: Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by Craven's Design and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost, plus ten (10%) percent.

Payment Terms: Craven's Design's invoices will be prepared and sent on a monthly basis and at the completion and acceptance of Phases as stipulated in the Payment Schedule. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by Craven's Design.

Payment is due upon receipt of the invoice. A "Service Charge," which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at Craven's Design's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

Termination: If the Client fails to make payments to Craven's Design in accordance with the "Payment Terms" above, Craven's Design may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. Craven's Design will give seven (7) days' notice, in writing, to Client of any said suspension or termination. Other than termination for non-payment, either party may terminate this Agreement upon five (5) days' notice, in writing, to the other.

In the event of termination of Craven's Design's services for any reason, Craven's Design shall be paid "Termination Expenses," which include time and expenses necessary for both itself and for its Sub-Consultants, to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination, attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination. Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall Craven's Design's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by Craven's Design and its Sub-Consultants are instruments of service for use solely with respect to this project. Craven's Design and its Sub-Consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, Craven's Design grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. Craven's Design shall obtain similar nonexclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to Craven's Design within seven (7) days of termination all originals and reproductions in the Client's possession or control. If and upon the date Craven's Design is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Craven's Design. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of Craven's Design and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of Craven's Design. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to Craven's Design and Craven's Design's Sub-Consultants.

Change in Scope-of-Work: The Scope-of-Work to be performed by Craven's Design is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of Craven's Design's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond Craven's Design's control, or if Craven's Design's services are affected as described below. In the absence of mutual agreement in writing, Craven's Design shall notify the Client prior to providing such services. If the Client deems that all or a part of such Change in Services is not required, the Client shall give prompt written notice to Craven's Design, and Craven's Design shall have no obligation to provide those services. Except for a change due to the fault of Craven's Design, change in services of Craven's Design shall entitle Craven's Design to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect Craven's Design's services for the project, Craven's Design shall be entitled to an appropriate adjustment in Craven's Design's schedule and compensation:

- 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments

of service; 2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service; 3) decisions of Client not rendered in a timely manner; 4) material change in the Scope-of-Work including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method; 5) failure of performance on the part of the Client, or the Client's consultants or contractors; 6) preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where Craven's Design is party thereto and, except as provided for in the Scope-of-Work.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

CRAVEN'S DESIGN

CLIENT

By: 

By:

Eric Craven, Owner

Title:

Date: **5-11-2023**

Date:

OPTION A



Outcome: Improve Voter Turnout by 300% (180 voters)

1. Are you a Town of Wilmington registered voter?
 - A. Yes
 - B. No [Online survey will terminate the survey if the answer is "No."]
2. Have you attended an annual Town Meeting in Wilmington?
 - A. Yes, I try to attend every year.
 - B. Yes, I have attended once or twice, but don't attend regularly
 - C. No
3. [If you have never attended or only attended once or twice,] please indicate why you don't regularly attend annual Town Meeting in Wilmington. [Online survey will only show this question to people who answer B or C in #2 above.]
 - A. Time conflicts with work or other obligations
 - B. Childcare issues
 - C. Lack of interest in meeting topics
 - D. Lack of knowledge about the meeting
 - E. Other [comment box]
4. [If you regularly attend,] please indicate your primary reason to attend. [Online survey will only show this question to people who answer A in #2 above.]
 - A. Interest in meeting topics
 - B. Civic duty
 - C. Desire to be involved in decision-making process
 - D. Other [comment box]
5. What sources of information helps remind you to attend an annual Town Meeting in Wilmington? [Online survey will only show this question to people who answer A in #2 above.]
 - A. Town website
 - B. Weekly Town newsletter
 - C. Posting at three public locations (Town Offices, C&S Beverage and River Valley Market)
 - D. Word of mouth (friends, family or neighbors)
 - E. Other [comment box]
6. Town Meeting is traditionally held on the first Tuesday in March at 10:00 am. Would you be more likely to attend annual Town Meeting if it was held on a different date or at

a different time? Please select all the options where you would be more likely attend Town Meeting. [Online survey will only show this question to people who answer A in #2 above.]

- A. Yes, I would attend Town Meeting if it was held in the evening
- B. Yes, I would attend Town Meeting if it was held on a Saturday or Sunday
- C. No, I would not attend Town meeting if it was held on a different date or at a different time.

7. Are there other changes to Town Meeting that would motivate you to attend? Please select all options where you would be more likely to attend. Online survey will only show this question to people who answer B or C in #2 above.]

- A. Yes, I would attend Town Meeting if the topics were more engaging
- B. Yes, I would attend Town Meeting if there was better promotion or communications about the meeting.
- C. Yes, I would attend Town Meeting if I could attend via electronic means, such as Zoom or Microsoft Teams.
- D. Yes, I would attend Town Meeting if we could elect Town officers (for example, Selectboard members) from the floor of Town Meeting instead of by Australian Ballot (paper ballot).
- E. Yes, I would attend Town Meeting if there was free childcare.
- F. Yes, I would attend Town Meeting if a free meal was provided.
- G. No, I would not attend Town Meeting even if any or all the changes above were made.

8. Do you support moving away from Town Meeting (floor meeting and floor voting) in favor of voting by Australian ballot (paper ballot)?

- A. Yes
- B. No

9. Do you have any suggestions for how the Town can improve voter turnout at the Annual Town Meeting? [comment box]

10. How long have you lived full-time in Wilmington?

- A. Less than 5 years
- B. 5 to 10 years
- C. More than 10 years

TO: Town of Wilmington Selectboard

FROM: Scott A. Tucker, Town Manager

DATE: May 12, 2023

RE: Personnel Manual Update Request for Selectboard Approval

Please find a redlined Final Draft Personnel Manual updated for your review. You will find that language (such as he/she, etc.) has been updated (and replaced with they/them/their) to be consistent with our Declaration of Inclusion. Other updates were made to clarify current practices & language, and to improve employee work-life balance with respect to leave time accruals (i.e., vacations, compensation time, holidays, etc.).

Please see the following requested updates, as follows:

Effective June 1, 2023, page 1.

Section V, Compensatory Time Off/Overtime Pay Policy, see language updating from 105 hours, to “120-hours” of comp time accumulated, *page 7-8*.

Section VII, Disciplinary Action, Policy, *page 9*.

- Oral Caution, *page 10*, delete “Reprimand” and insert “Caution” *and include language that would possibly remove it from an employee’s file after one-year.*
- Written Reprimand, *page 10*, delete language “...to remain in the employee’s personnel file for at least 1-year....”.
- Suspension Without Pay, *page 10-11*, delete language to remove a record after 1-year in the case of a suspension, and adding language that “The suspension without pay shall remain in the employee’s personnel file.”

Section IX, Conduct of Employees, Attendance, *page 13*, delete written warning, insert “oral caution.”

- **Lateness**, *page 13*, delete warning, insert “caution.”
- **Excessive Absenteeism**, delete 1-year, insert “six (6) months,” and “or department head and” town manager.

Drug & Alcohol Policy for CMV Operators, deleted in its entirety, and inserted VLCT’s updated version (2016), *pages 15-31*.

Section XII, Illness and Injury, Usage, *page 32-33*, the town manager may require a doctor’s certificate verifying the necessity for absences “for three (3) or more days...”.

Section XIII, Leaves of Absence, Holiday, *page 34*, add “Juneteenth...June 19”, “Bennington Battle Day...August 16”, and “Indigenous People’s Day...second Monday in October”.

Holidays, page 35, clarifies how holidays worked are paid.

Approved Time Off -Christmas Eve Day and New Year's Eve Day, this section is unchanged, simply moved within the document, *page 32*.

Vacation, page 35-36, note that in the current vacation section it takes up to ten years to earn three weeks of vacation, so changes are focused on speeding up the opportunity to accrue vacation time based on their full-time longevity, within the first 5-years, to offer a greater work-life balance for employees;

Police employees, page 36, similar adjustments to vacation accruals were made for police officers, and additional language to recognize their emergency services commitment and the challenge to schedule time-off when short-handed for extended periods of time.

The Town of Wilmington competes to recruit and retain excellent employees.

Bereavement Leave Immediate Family, page 37increase from 3 to “five (5)” working days.

Bereavement Leave General, page 37, increase from 1 to “three (3)” days, *page 34*.