

Wilmington Selectboard Agenda
October 3, 2023 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of September 8 and 19, 2023 (5 minutes)
3. Action Items (10 minutes)
 - *The Selectboard to possibly approve the amended Wilmington Town Hall Relocation Committee resolution and appoint additional members Alice Greenspan, Sheila Osler, Lenny Chapman and Bonnie Lorimer.*
 - *The Selectboard to possibly sponsor Charlotte Verry to attend a BDCC program called So VT "Get On Board" from October 11th to January 6th for \$150.00 to "engage and train emerging civic leaders."*
 - *The Selectboard to possibly approve the winter sand bid from Peckham at \$27.30/cy for stone and from Zaluzny at \$32.25/cy for sand.*
 - *The Selectboard to possibly approve amending the dates on the land conveyance legal notice and authorizing resolution approved on September 19, 2023.*
4. Liquor Licenses (5 minutes)

The Liquor Commission to possibly approve

 - *A Second-Class Renewal for Valley Craft Ales;*
 - *An Outside Consumption Permit for Roberts Roadhouse;*
 - *A Sampling Event Permit for Bearclaw Holdings dba River Valley Market for an event on October 8, 2023 from 2-5 pm; and*
 - *An Event Permit for Jezebel's Restaurant & Catering at Adams Farm on October 8, 2023 from 11 am -2 pm.*
5. Other Business/Correspondence
6. Select Board Members Comments
7. Town Manager's Updates (10 minutes)
8. Executive Session
 - *The Selectboard to enter into executive session to discuss a contract.*
 - *The Selectboard to possibly approve a general release.*

Wilmington Selectboard Meeting Minutes
Friday, September 8, 2023

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

Others Present: Jessica DeFrancesco, Christine Richter, Kathy Larsen, Therese Lounsbury, Chad Bullock

Meeting Called to order at 8:15 am

1. The payment requested may be more than the actual dollar amount that the state will be sending. The town will just send the district less in March to level out the payment amounts if that is the case. Whitingham doesn't have the cash flow to do the same so they will be doing a loan. With unexpected costs of PCB remediation and having to pay the Supervisory Union sooner, they won't be able to make payroll next week. Gannon moved to approve early payment to the Twin Valley Unified Union School District in the amount of \$2,059,152.50 with a check dated for September 8, 2023, Tribuno second; all in favor.

Meeting adjourned at 8:26am

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

Wilmington Selectboard Meeting Minutes September 19, 2023

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

Others Present: Scott Tucker, Jesscia DeFrancesco, John Lazelle, Samantha Kondracki, Cheryl LaFlamme, Bonnie Lorimer, Andrea Silverman, Marshall Dix, Therese Lounsbury

Meeting called to order at 6:00 pm.

1. Visitors, Public Comments, Possible Changes to the Agenda
 - Add “to be taken from the 1% Local Option Tax Fund” under the Welcome Sign approval.
 - Under action items, add the approval of a municipal letter of attestation for Wilmington Works
 - Under Other Business, add the acknowledgement of a JOP resignation.
2. Approve Minutes of September 5, 2023
 - Gannon moved to approve the minutes of September 5, 2023, Rice second; 4-0, Fisher abstained.
3. Action Items
 - Tribuno moved to approve granting Voices of Hope a National Opioids Settlement distribution through their fiduciary in the amount of \$1,544.05 to help abate the effects of the opioid epidemic on our community, Fisher second; all in favor.
 - Fitzgerald moved to approve the bid for new Welcome signs from The Village Woodcarver in the amount of \$15,250 to be taken from the 1% Local Option Tax Fund, Fisher second; all in favor.
 - Fisher moved to approve a 5-year contract with Repeat Business for copy machines at Town Hall and the Police Dept, and a document folding machine, Gannon second; all in favor.
 - Fisher moved to approve a municipal letter of attestation for Wilmington Works to receive \$25,000 from the Downtown Vibrancy Fund, Rice second; all in favor.

Fitzgerald moved to enter into the Sewer Commission at 6:10, Rice second; all in favor.

4. Sewer Commission
 - Gannon moved to amend the final allocation to include an additional 140 gallons for a total of 280 gpd, for 1 bedroom for 10 Whitney Lane, Fisher second; all in favor.
 - Gannon moved to approve final allocation for a 3-bedroom house at 420 gpd and a connection permit for 18 Country Club Rd, Fisher second; all in favor.

Out of Sewer Commission at 6:18 pm.

5. Old Fire House Update
 - Town has offered community room space for non-profits and social services. Two bays are rented for commercial businesses. Nearly 50% of operating costs are covered by this rent. Voices of Hope, AA, Senior Solutions and SEVCA are the current non-profits utilizing the space for community meetings and gatherings.

Fitzgerald moved to enter into Liquor Commission at 6:22 pm, Rice second; all in favor.

6. Liquor Licenses
 - Gannon moved to approve a First-Class Renewal for Valley Craft Ales, Tribuno second; all in favor.

Out of Liquor Commission at 6:23 pm.

7. Other Business/Correspondence

- Justice of the Peace, Patti Long, has resigned due to re-location. This will be effective October 2023. JOP positions are available, see Town Clerk.

8. Select Board Members Comments

9. Town Manager's Updates

- East Main Sidewalk; poles could start being moved any time.
- RFQ went out for the Lake Raponda Dam maintenance program. We received two responses and still need to be analyzed.
- Perry properties @ 64 E Dover Rd.; expect properties to be sold, so the Town returned the Flood Resilient Communities Fund (FRCF) sub-grant to the state.
- Letter of commendation from VSP to Officer Kirkman for assistance and being a vital asset in the murder investigation in Whitingham, and other incidents in the past.

10. Executive Session (Fisher recused)

- Fitzgerald moved to find that premature general public knowledge of the real estate purchase would put the town at a substantial disadvantage, Rice second all in favor.
- Fitzgerald moved to enter into executive session at 6:41 pm, to include the Town Manager, to discuss a possible real state purchase, Tribuno second; all in favor.
Out of executive session at 6:54 pm.
- Gannon moved to approve the Authorizing Resolution and Consent of the Town of Wilmington Selectboard for HSHAZELT.LND and Legal Notice of Terms of Conveyance, Rice second; all in favor.

Meeting adjourned at 6:57 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

Resolution of the Selectboard of the Town of Wilmington

Creating the Town of Wilmington Town Hall Relocation Committee

WHEREAS, under the authority granted to it pursuant to 24 V.S.A. Section 872, the Town of Wilmington Selectboard has authority to create supplemental committees, boards, or commissions.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Selectboard established for the Town of Wilmington, effective July 1st, 2023, a Town Hall Relocation Committee, and that on October 3rd, 2023, certain changes were made according to the following terms:

1. The Wilmington Town Hall Relocation Committee will be comprised of not more than nine (9) members appointed by the Selectboard of the Town of Wilmington. All members will be residents of the Town of Wilmington, with an exception made for employee members. The terms of committee members shall be for 3-years.

2. The purpose of the Wilmington Town Hall Relocation Committee shall be to:

A. Work closely with the Town Manager, as an ex-officio member.

B. Work with the town Economic Development Consultant to identify potential grants, expertise and funding sources in support of construction for a new Wilmington Town Hall.

C. Recommend to the Selectboard an architectural team with government facilities design/construction/budget experience via a competitive RFP process.

D. Recommend to the Selectboard the building site for a new Town Hall.

E. Develop and recommend to the Selectboard articles for Town Meeting promoting a financial instrument, such as a bond, and/or allocating funding in support of land acquisition and construction for a new Town Hall.

F. Recommend to the Selectboard a construction firm to build a new Town Hall with significant energy efficiencies, balancing 21st Century government needs with taxpayer's expectations for return on investment over 50-years, via a competitive RFP or Bid process.

G. Hold public meetings and report to the Town Manager and Selectboard, as required.

H. Enthusiastically promote and market the relocation of Town Hall out of the floodplain to a new Town Hall facility in partnership with the Selectboard.

3. Officers of the Wilmington Town Hall Relocation Committee will consist of a chairperson, vice-chairperson and a secretary either selected annually by a majority vote of the committee or appointed by the Selectboard at their discretion.

4. It will be the duty of the chairperson to preside at all meetings of the Wilmington Town Hall Relocation Committee and to call special meetings of the Committee when needed. The vice-

chairperson will perform the duties of the chairperson in the latter's absence. The secretary will keep an accurate record of the proceedings of the committee, take minutes at the meetings, and post the agenda and minutes of meetings through the Office of the Town Manager.

5. All meetings held by the Wilmington Town Hall Relocation Committee will be open to the public unless an issue arises that requires an executive session. Regular meetings will generally be held each month. The meeting times and locations will be posted through the Office of Town Manager, no later than a 48-hour notice. A quorum will not be less than a majority of the members of the Committee.

BE IT FURTHER RESOLVED that the following individuals are appointed to the Wilmington Town Hall Relocation Committee for the terms set forth herein:

<u>Name</u>	<u>Term Expires July</u>
John Gannon	2026
Sarah Fisher	2026
Christine Richter	2026
Therese Lounsbury	2026
Alice Greenspan	2026
Bonnie Lorimer	2026
Leonard Chapman	2026
Sheila Osler	2026
_____	2026

6. When vacancies occur, volunteer committee members will be recommended by the Town Hall Relocation Committee to the Selectboard, through the Office of Town Manager. The appointment of volunteers will follow the town policy, without regard to race, color, sex, age, religion, national origin, sexual orientation, or political affiliation. A Declaration of Inclusion was adopted by the Selectboard on October 18, 2022.

Dated at Wilmington, Vermont this 3rd day of October 2023.

Selectboard Signatures:

Tom Fitzgerald _____

John Gannon _____

Vince Rice _____

Sarah Fisher _____

Tony Tribuno _____



Southern Vermont “Get on Board” Program Seeks to Engage and Train Emerging Civic Leaders

🕒 July 18, 2023 👤 Rachel Shields Ebersole

📄 [BDCC Press Releases](#), [Blog](#), [Southern Vermont Economy Project](#), [Southern Vermont Young Professionals](#), [SoVermont](#)

Above: Shaftsbury Select Board member Martha Cornwell speaking at the Southern VT Economy Summit | Photo: Kelly Fletcher

Southern Vermont – In our small towns, even one additional informed, focused, and engaged community member can make a difference. But for new volunteers, getting involved with local projects and governing boards can seem intimidating.

The Southern Vermont “Get on Board” program, starting this fall, will equip participants with practical skills to become more effective and active in local civic life. From big-picture knowledge to finding mentors, participants will learn tips and techniques for navigating local government, fostering positive community dialogue, being an effective board member, ensuring equitable access to local government, and forming partnerships for action.

Four in-person sessions will provide a deep dive, and showcase towns across Southern Vermont. Three short remote sessions will continue the learning opportunities in between gatherings. Classes will feature panelists with deep experience in local government, scholars, and community organizations.

The program runs from October to early January and costs \$150. Scholarships are available, along with multiple other accessibility accommodations, such as childcare stipends; and towns have the opportunity to sponsor participants as well. Applications are being accepted on a rolling basis now through September 29.

Southern Vermont “Get on Board” is part of the Southern Vermont Economy Project (a program of Brattleboro Development Credit Corporation) and is funded in part by the Vermont Community Foundation and USDA Rural Community Development Initiative. For more information, please visit www.sovermontzone.com/get-on-board or contact Meg Staloff at BDCC at mstaloff@brattleborodevelopment.com or (802) 257-7731 x 222.

About the Southern Vermont Economy Project (SVEP)

The Brattleboro Development Credit Corporation's Southern Vermont Economy Project provides training and technical assistance to increase local capacity, skills, and resources in order to advance local projects critical to Southern Vermont achieving community, economic, and workforce development goals. SVEP is funded through the USDA Rural Community Development Initiative. For more information please visit <https://brattleborodevelopment.com/svep>.

About BDCC and SeVEDS

The Brattleboro Development Credit Corporation (BDCC) is a private, nonprofit economic development organization that serves as a catalyst for industrial and commercial growth throughout

Southeastern Vermont, including Windham County and the towns of Readsboro, Searsburg, Winhall and Weston. BDCC serves as the State of Vermont's certified Regional Development Corporation (RDC) for the greater Windham County area. BDCC is one of 12 RDCs throughout Vermont. This BDCC activity was made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development. For more information visit <https://brattleborodevelopment.com>.

Southeastern Vermont Economic Development Strategies (SeVEDS) is an affiliate of BDCC that grew from a 2008 grassroots effort, initiated by BDCC, to understand and create long term strategies needed to reverse the economic decline of the Windham Region and plan for the economic impacts from the closure of the Vermont Yankee nuclear power plant. In 2014, after multiple years of regional input, education and data gathering, SeVEDS received federal approval for the Windham Region's federally recognized S.M.A.R.T. Comprehensive Economic Development Strategy (CEDS). SeVEDS partnered with Bennington's Regional Economic Development Group in 2018 to develop the 2019 Southern Vermont Zone CEDS. For more information visit www.seveds.com.

BDCC

shared leadership

SoVT economy

SVEP

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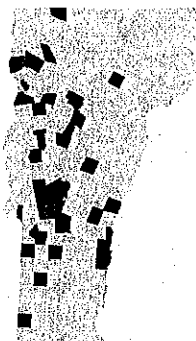
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Related Posts



Market Segmentation

Market segmentation is the process of dividing the population into subsets based on identifiable homogenous...



BDCC Adopts Vermont "Declaration of Inclusion"

The BDCC Board of Trustees has adopted the Vermont



Southern Vermont Unveils Regional Branding Efforts at the



Peckham Industries, Inc.
 172 Prospect Hill Rd, Brewster, NY 10509
 (914) 949-2000

Job Description: Winter Sand

*** PRICING IS ONLY VALID FOR 30 DAYS FROM QUOTE DATE ***

Quote Date:	09/26/2023	Customer:	Town of Wilmington
Job Completion Date:			Highway Department
Quote Expiration:	10/26/2023		Wilmington, VT, 05363
Project Location:	Wilmington	Project Contact Name:	Jessica DeFrancesco
Asphalt Index Type:		Project Phone No:	8024645515
Asphalt Base Price:		Project Fax No:	
<u>Salesman Information</u>		Project Contact Email:	dfrancesco@wilmingtonvt.us
Name:	Dan Dearstyne	Job No:	
Phone:		P.O. No:	Winter sand
Mobile:		Property Owner	
Email:	ddear@peckham.com	Name:	
Quote ID:	Q-1674	Street:	
		City, State Zip:	

QTY	UOM	Product Description / DOT Item Code	Unit Price		Extended Total	
			FOB	Delivered	FOB	Delivered
5,200	Tons	1436 - WINTER SAND Shaftsbury Quarry	\$12.50	\$21.00	\$65,000.00	\$109,200.00
<i>per ton as billed</i>						
<i>Pr cy - 4000 For Bid</i>	<i>cy</i>	<i>wintersand</i>	<i>\$ 16.25</i>	<i>per cy</i>	<i>sand only.</i>	
			<i>\$ 11.05</i>	<i>per cy</i>	<i>del. only.</i>	
			<i>\$ 27.30</i>	<i>per cy</i>	<i>del. to stockpile.</i>	
						<i>(Signature)</i>
			Total		\$65,000.00	\$109,200.00
			Total including tax		\$65,000.00	\$109,200.00

special note

Quoted projects for 2024 may be subject to a price increase Jan 1st 2024. Please reach out to your sales representative for more information.

Salesperson Signature: _____

Customer Signature: _____

Name: _____ Date: _____

Name: _____ Date: _____

PECKHAM INDUSTRIES, INC.
GENERAL TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY:** All sales of product by the following companies, Peckham Asphalt Resale Corp., Peckham Materials Corp., Ballast Star Corp., Putnam Materials Corp., Wingdale Materials, LLC, Byram Concrete & Supply LLC, William E. Dailey, Inc., Dutchess Quarry & Supply Co., Inc., Palmer Paving Corp., JSL Asphalt, Inc., and John S. Lane & Son, Inc. (each hereinafter referred to as Peckham) are subject to and expressly conditioned upon these Terms and Conditions. No modification of these Terms and Conditions with respect to any sale shall be binding upon Peckham unless Peckham specifically agrees to such modification in a writing signed by a duly authorized representative of Peckham.
2. **ORDERS:** Acceptance of orders received from a Customer with an open account shall be subject to the Customer's account being in good standing as determined by Peckham's corporate Credit Department. Customers with an open account in good standing and who provide the most advance notice of requested pickup and/or delivery dates and times will receive the highest priority. Peckham agrees to devote its efforts to meet pickup and delivery targets but cannot guarantee Customer requested pickup and/or delivery dates and times will be met.
3. **DELIVERY; ACCEPTANCE:** Unless otherwise agreed in a writing signed by a duly authorized representative of Peckham, all sales shall be FOB truck at Peckham's plants and loading at Peckham's plants shall constitute delivery to Customer, and Customer shall bear all risk of loss or damage during loading and transit. Customer shall (a) inspect and/or sample the product upon receipt according to the applicable authority's specifications and (b) promptly notify Peckham in writing of any claim of shortage or of defective or non-conforming product. Unless Customer delivers a written notice of claim within 5 days after receipt of the product, the product shall conclusively be deemed to conform to these Term and Conditions and to have been irrevocably accepted by Customer.
4. **ENVIRONMENT; SAFETY:** Customer shall comply with all applicable environmental and safety laws and regulations, and shall indemnify Peckham against any loss, liability or expense arising from Customer's failure to comply. Without limiting the foregoing, Customer shall (a) provide safe entrances and exits, jobsite conditions and work environment for Peckham's trucks and personnel, (b) confirm and provide an environmentally safe area to wash down trucks and chutes and dispose of excess material, and (c) insure that, while at Peckham's plants, Customer's personnel, carriers and other agents comply with Peckham's safety rules and instructions. No Peckham employee or representative shall be required to violate safety regulations in the loading, transport or delivery of product or performance of services.
5. **WAITING/EXCESS UNLOADING TIME:** When materials are delivered to a jobsite or plant facility, Customer shall be subject to additional charges for excess waiting time. The allowable waiting time and charges for excess waiting time shall be included in any order confirmation and are otherwise subject to change.
6. **LEFT OVER MATERIAL:** Any material ordered and accepted, or deemed accepted, but not discharged at the jobsite requiring return transport to Peckham's plant cannot be returned for credit and shall be subject to an environmental disposal fee.
7. **PRODUCT LIMITATIONS:** Polyphosphoric acid (PPA) modified performance grade asphalt binders are not to be used in the production of asphalt pavements containing any limestone product as per NYSDOT Engineering Bulletin EB 08-014 nor may they be used on CTDOT projects. PPA modified PG Binders are allowed for use by MassDOT.
8. **TAXES:** Any use tax, sales tax, excise tax or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on the transaction between Peckham and Customer shall be paid by Customer in addition to the prices quoted or invoiced by Peckham. If the project is tax exempt, Customer shall provide Peckham, in advance of the time the order is placed, an official and properly executed applicable state tax exemption certificate or other documentation acceptable to the authority imposing the tax, fee or charge.
9. **PAYMENT; COLLECTIONS:** The terms of payment for Customer accounts with approved credit are net 30 days. Unpaid balances past 30 days shall be subject to a service charge at the rate of 12% per annum or, if less, the maximum rate allowed by law. Customer agrees to notify Peckham in writing of any claim or error on any invoice within 14 days after the date of such invoice. If Customer does not so notify Peckham, then the invoice shall conclusively be deemed to be correct and accepted as rendered. Customer agrees to pay any and all costs of collection incurred by Peckham, including reasonable attorney fees.
10. **WARRANTY:** Peckham warrants that its products meet the specifications confirmed to Customer in Peckham's order confirmation or other writing signed by a duly authorized representative of Peckham. Any modifications initiated by Customer at the jobsite, including but not limited to additional water, release agents and/or additives, will void the warranty. **PECKHAM MAKES NO FURTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT SUPPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
11. **LIMITATION OF LIABILITY:** PECKHAM's liability is limited exclusively to, at PECKHAM's option, replacement of the PRODUCT or refunding of the purchase price for the PRODUCT. PECKHAM SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROCESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS. In no event shall PECKHAM be liable for any damages or claims made that exceed the PRICE of the PRODUCT supplied.
12. **LEGAL COMPLIANCE:** Customer shall comply with all applicable laws and regulations and shall obtain any necessary governmental approvals for Customer's purchase, delivery, transport, installation and use of the product.
13. **FORCE MAJEURE:** If and to the extent that Peckham's ability to perform its obligations to Customer is limited, delayed or prevented in whole or in part by any event or condition not reasonably within the control of Peckham, then Peckham shall be excused, discharged and released from such performance, without liability of any kind.
14. **ASSIGNMENT:** Customer may not assign any of its rights or delegate any of its obligations hereunder absent the prior written consent of Peckham.
15. **WAIVER; AMENDMENT:** Either party's failure to strictly enforce any term or condition hereof, or to exercise any right arising hereunder, shall not constitute a waiver of its right thereafter to strictly enforce such terms or conditions or to exercise such rights. No amendment hereof or waiver by either party of any right, power or remedy hereunder shall be effective unless it is expressly set forth in a writing signed by a duly authorized representative of the party. All Peckham's rights and remedies hereunder are cumulative and are in addition to any other rights and remedies it may have at law or in equity.
16. **SEVERABILITY:** The invalidity, illegality or unenforceability of any one or more of the terms hereof shall in no way affect or impair the validity, interpretation or enforceability of any other term hereof.
17. **GOVERNING LAW; ARBITRATION; SUBMISSION TO JURISDICTION:** To the greatest extent permissible by law, the contract of which these General Terms and Conditions of Sale are a part shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws, and any controversy or claim arising out of or in connection with such contract shall be settled by arbitration before a single arbitrator in Brewster, New York, under the auspices, and in accordance with the Commercial Arbitration Rules then in effect, of the American Arbitration Association, and judgment on any award thereon may be entered in any court having jurisdiction. For any litigation ancillary to such arbitration or to compel arbitration, Customer irrevocably submits to the jurisdiction and consents to the venue of the state and federal courts located in the County of Westchester, State of New York, and waives any claim that any such court is an inconvenient or inappropriate forum.
18. **UPDATES:** Peckham reserves the right to modify these Terms and Conditions at any time without prior notice. Customer's order for product following any such modification constitutes Customer's agreement to be bound by these Terms and Conditions as so modified.

PROPOSAL

Page No. _____

of _____

Pages _____

ZALUZY EXCAVATING CORPORATION

230 Fort Bridgman Road
 VERNON, VERMONT 05354
 (802) 254-5758 • Fax (802) 254-0080

PROPOSAL SUBMITTED TO Town of Wilmington		PHONE 802-464-8591	DATE 9/28/23
STREET 2 East Main Street, PO Box 217		JOB NAME 2023-2024 winter sand bid	
CITY, STATE and ZIP CODE Wilmington, VT 05363		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

4,000+/- cubic yards of winter road sand delivered to the town garage on Haystack Road:

\$32.25/CY delivered

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Town of

Wilmington

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

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 **Kevin ODonnell and Sean ODonnell**. The real property is more particularly described as follows:

Lot **HSHAZELT-LND**.

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 deed recorded in the Town of Wilmington:

HSHAZELT-LND – Tax Collector’s Deed of the Town of Wilmington dated August 7, 2009 and recorded at Volume 271, Page 258.

The Selectboard proposes to convey the aforesaid premises to **Kevin ODonnell and Sean ODonnell** with the consideration being 1) **\$4,035** 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 **November 6, 2023**.

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

Town of

Wilmington

(802) 464-8591 (Voice)
(802) 464-8477 (FAX)
www.wilmingtonvermont.us

Dated at Wilmington, Vermont this 3rd, day of October 2023.

WILMINGTON SELECTBOARD

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vincent Rice, Clerk

Sarah Fisher

Tony Tribuno

=====
Post Notice: (at least 30 days prior to the date of the proposed conveyance):
Town Clerk's office, C& S Beverage and Dairy Store, River Valley Market
Publish Notice: DV News (at least 30 days prior to the date of the proposed conveyance).

**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 **HSHAZELT.LND** transferred to the Town by the following Tax Collector’s Deed recorded in the Town of Wilmington Land Records:

HSHAZELT.LND – Tax Collector’s Deed of the Town of Wilmington **dated August 7, 2009, and recorded at Volume 271, Page 259.**

WHEREAS, **Kevin ODonnell and Sean ODonnell** requested the Town convey the Parcel to **Kevin ODonnell and Sean ODonnell**;

WHEREAS, **Kevin ODonnell and Sean ODonnell** have offered **\$4,035** in exchange for the Parcel, which reimburses the Town for the tax sale purchase, 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 **October 5, 2023**, 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 **November 6, 2023**.

NOW THEREFORE, BE IT RESOLVED, that the Town approves the conveyance of the Parcel to **Kevin ODonnell and Sean ODonnell** in exchange for **\$4,035**;

RESOLVED, that the Town will execute and record a Quitclaim Deed to **Kevin ODonnell and Sean ODonnell** 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