

Wilmington Selectboard Agenda
November 21, 2023 at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve Minutes of November 7, 2023 (5 minutes)
3. Social Services (20 minutes)
 - *Senior Solutions*
 - *Grace Cottage*
 - *Wings*
 - *VNH*
 - *SafePlace*
4. 1% Local Option Tax Fund Request (20 minutes)
 - *The Selectboard to possibly approve a funding request for the 2024 Digital Marketing Campaign by Bi-Town Marketing Committee in the amount of \$107,548*
5. Action Items (20 minutes)
 - *The Selectboard to possibly appoint Jessica Roberts to the Town Hall Re-Location Committee*
 - *The Selectboard to possibly accept the resignation of Karen Molina from the Recreation Commission.*
 - *The Selectboard to receive the proposed zoning ordinance and report; possibly set a hearing date.*
 - *The Selectboard to possibly approve the updated Transfer Station Fee Schedule*
 - *The Selectboard to possibly approve the purchase of a highway truck body from Viking-Cives for \$66,000 and a truck for \$45,351 for a total cost of \$111,951.*
 - *The Selectboard to possibly accept the road salt quote from Cargill in the amount of \$86/ton*
6. Other Business/Correspondence
7. Select Board Members Comments
8. Town Manager's Updates (10 minutes)

Wilmington Selectboard Meeting Minutes

November 7, 2023

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

Others Present: Scott Tucker, Jessica DeFrancesco, Marshall Dix, Becky Arbella, Gretchen Havreluk, Matt Murano, Nicki Steel, John Redd, Andrea Silverman, Bob Bois, Therese Lounsbury, Ryck Morales, James Walker, Sam Kondracki, Bonnie Lorimer, Meg Streeter, Jessica Lee Smith

Meeting called to order at 6:01 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
 - Ryck Morales of FEMA informing the town that they are still here and there are still programs available.
 - John Redd wanted to comment on what he felt was abuse of process at the Planning Commission meeting. He is asked for the resignation of the Chair.
 - James Walker is asking for clarification on next steps for STR's.
2. Approve Minutes of October 17 and 24, 2023
 - Tribuno moved to approve the minutes of October 17, 2023, Rice second; 4-0, Gannon abstained.
 - Gannon moved to approve the minutes of October 24, 2023, Fisher second; 4-0, Fitzgerald abstained.
3. Social Services
 - SASH is requesting an additional \$5000. They are seeing more needs and overseeing more programs. Distributing 46 boxes of food a month; 20 in Wilmington. Dover is the only other town contributing. Dover currently contributes \$20,000.
4. Action Items
 - Fisher moved to approve the amended municipal resolution for the Arts & Cultural Regional Plan, Gannon second; all in favor.
 - Gannon moved to approve the amended zoning fee schedule listing the .10/ft change, Tribuno second; all in favor.
 - Fisher moved to approve the FY24 Grants-in-Aid Supportive Work Request, Rice second; all in favor.
 - Gannon moved to appoint Bob Bois as the Energy Coordinator for the remainder of a 1-year term, Fisher second; all in favor.
 - Gannon moved to approve the Wilmington Energy Committee Resolution, Tribuno second; all in favor.
5. Police Dept Drone
 - A drone will help to keep officers and emergency personnel from exposure/unsafe conditions like being on a frozen lake searching for a lost person. They have the FAA license to operate the drone. Search and rescue will be a primary use, and collision mapping as a secondary. Gannon moved to approve the purchase of a drone from Skydio in the amount of \$16,144.09, Rice second; all in favor.

6. Highway Road Re-Classification

- Highway is applying to the state for re-classification of Shearer Hill Rd. This will increase the amount of state aid the town receives; paving may be all the way through to the town line, and the state will paint the yellow lines. The Selectboard supports the possible re-classification of Shearer Hill Rd from a Class 3 to a Class 2 road.

7. Town Meeting Survey

- The Selectboard reviewed the results of the survey regarding town meeting. There were 192 respondents. PowerPoint available at <https://wilmingtonvermont.us/committees-minutes/selectboard/>. Streeter stated that maybe mailing ballots is an option, since the highest turnout year was during COVID. Hybrid or virtual meetings is a question for the legislature. Steel commented that some people don't attend if the skiing is good. Her wish is for the town to make a 3-year commitment to try different things, to try and increase participation.

8. 1% Local Option Tax Fund

- Town employees have been looking at different holiday lighting options at Town Hall and are leaning toward snowflakes. Lorimer would like the greenery that used to be put on the building to be considered. Wilmington Works is running a program to try and get business lighting the same color running through the downtown. Gannon moved to approve \$8000 for holiday lights on Town Hall from the 1% Fund, Rice second; all in favor.

Fitzgerald moved to enter into Liquor Commission at 6:45 pm, Rice second; all in favor.

9. Liquor Commission

- Tribuno moved to approve a 1st and 3rd Class renewal for Roberts Roadhouse, Fisher second; all in favor.

Out of Liquor Commission at 6:46 pm.

10. Other Business/Correspondence

- We have a request to support tomorrow's leaders; a request to sponsor a student's trip to the Galapagos Islands.

11. Select Board Members Comments

12. Town Manager's Updates

- 37 West Main and 12 S Main received Downtown and Village Center tax credits.
- A bridge repaired after Irene, on East Brook Crossing, has been inspected and found to be in poor condition due to the shifting of the wingwalls.
- Chris, Tom and Scott graduated from their AMP training.
- Hitt DRB appeal has been assigned to appeals.

13. Executive Session

- Fitzgerald moved to find that premature general public knowledge of a possible land purchase would place the town at a substantial disadvantage, Rice second; all in favor.
- Fitzgerald moved to enter into executive session at 7:29 pm, to include the town manager and highway superintendent, to discuss a possible land purchase, Rice second; all in favor.

Out of executive session at 8:10 pm; no action taken.

Meeting adjourned at 8:10 pm

Respectfully Submitted,

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

John Gannon, Vice Chair

Vince Rice, Clerk

Sarah Fisher

Tony Tribuno



October 20, 2023

Town of Wilmington
ATTN: Jessica DeFrancesco
PO Box 217
Wilmington, VT 05363-0217

Via email to: jdefrancesco@wilmingtonvt.us

Dear Mrs. DeFrancesco,

I am sending this for submission to the Town of Wilmington Selectboard or funding committee. Senior Solutions requests \$1,000.00 from the Town of Wilmington to be appropriated at the 2024 Town Meeting.

Enclosed are reports showing the services we provided to residents of the Town of Wilmington.

Please continue to appoint an interested representative to our Advisory Council every year. This helps us connect with those who will benefit from our services and identify local needs.

Speaking of local needs, older Vermonters in Southeastern Vermont have faced many unexpected challenges over the past year: higher costs for food, heat, transportation, and housing; serious health issues; and a catastrophic drop in the number of direct care workers. Coupled with the recent severe weather events bringing devastating flooding, it's becoming increasingly difficult for them to age in the places they choose, without timely, steady support.

To help our neighbors overcome these obstacles, Senior Solutions works diligently to strengthen the comprehensive system that serves them and their caregivers. We continue to collaborate closely with local aging-in-place, Cares and Mutual Aid groups to help assure needs are being met in local communities. Within three days of the recent flooding, our staff had restored all meal deliveries and began providing direct support to those affected by the flooding—whether they needed assistance with benefits or a specific intervention such as a microwave or help with cleanup.

Beginning in 2021, our nutrition program staff launched several 100% Campaigns to raise awareness of food benefits, fuel assistance, and other resources. We call them 100% Campaigns because we mailed information to 100% of the residents in areas that we know have a high need for these programs but low enrollment in them. Every resident in twenty-two (22) towns across southeastern Vermont, including every resident in your town, received information on these programs and guidance on where to turn for help. The response to these campaigns has been outstanding and has allowed our staff to direct critical assistance to those in greatest need.

We also seek to reduce the burdens of isolation and loneliness. We have a volunteer corps that provides friendly visits to isolated older Vermonters. Our Foxy Fund is helping to alleviate isolation and loneliness by providing hundreds of pounds of pet food each month and helping to cover veterinary costs for Meals on Wheels recipients.

Supporting caregivers is also an important part of our work. We partner with local and statewide organizations to promote and operate programs that provide financial resources, rest, and relief for those taking care of dementia patients and older adults with serious health conditions. We encourage counseling for caregivers and host memory cafes where caregivers and their loved ones can relax and socialize in a safe and supportive setting.

As we all know, the population of older adults in Vermont is increasing, as are the costs of goods and services across the board. For Senior Solutions, this means that both the cost of each service and the total number of people requesting each service is going up. Although we continually seek funding from new sources, financial support from the towns we serve is critical to enabling us to do more for the older Vermonters we serve.

We appreciate the support of your residents. If you need further information, please do not hesitate to contact us at townoutreach@seniorsolutionsvt.org.

Sincerely,

A handwritten signature in black ink that reads "Mark Boutwell". The signature is fluid and cursive, with the first name "Mark" and last name "Boutwell" clearly distinguishable.

Mark Boutwell
Executive Director

October 20, 2023

Jessica DeFrancesco, Administrative Assistant
Town of Wilmington
2 Main Street
Wilmington, VT 05363

Dear Jessica and Members of the Wilmington Selectboard,

On behalf of all Grace Cottage patients, including many who are residents of Wilmington, we hope that you will please add the following warning in your 2023 Annual Report, for consideration at Town Meeting in 2024:

“To see if the Town of Wilmington will vote to raise \$2,500 by taxation for Grace Cottage Family Health & Hospital.”

Grace Cottage Family Health & Hospital is a five-building healthcare facility offering a range of health-related services. Grace Cottage Hospital, a non-profit 501(c)3 independent organization, is comprised of a 19-bed inpatient hospital for acute and rehabilitative care; a 24-hour Emergency Department; a hospice care suite; a laboratory; and diagnostic imaging including CT scanner, X-ray, ultrasound, and bone density. With 15 physicians, nurse practitioners, and physician assistants, Grace Cottage Family Health Clinic offers physicals and wellness visits, chronic disease management, pediatrics, geriatrics, and mental health services. Grace Cottage’s Community Health Team offers free services to area residents, including nutrition and lifestyle education, diabetes education, and help with applying for health insurance and connecting to community resources for food, fuel, and housing assistance. Grace Cottage’s Rehabilitation Department offers exceptional care for hospital patients and outpatients, with 15 physical and occupational therapists on staff. Expanded services include lymphedema therapy, custom orthotics, women’s health, and pelvic health therapy. Messenger Valley Pharmacy, a full retail pharmacy open to the public and owned by Grace Cottage, fills prescriptions from any provider, including veterinarians.

Services provided by Grace Cottage Family Health & Hospital during FY23 (Oct. 1, 2022-Sept. 30, 2023) included the following:

30,085: Patient visits to Grace Cottage Family Health Clinic
3,547: Patient days in Grace Cottage Hospital
4,077: Emergency Department visits
9,701: Outpatient Rehabilitation (physical and occupational therapy) visits
1,631: Diagnostic Imaging visits (CT Scan, X-ray, ultrasound, bone density)
1,490: Community Health Team visits
542: Covid-19 tests

Number of patients who are Wilmington residents: 177

All of our services are available for residents, second homeowners, and visitors to Wilmington. Grace Cottage Family Health & Hospital is a non-profit 501(c)3 corporation which depends on the generosity of supporters to keep it going, especially in view of cutbacks in Medicare/Medicaid and insurance reimbursements. Each year, Grace Cottage provides a substantial amount of free care for those in need; in FY2023, that amount was approximately \$900,000. Fundraising helps us fill this gap, along with town appropriations.

We remain grateful to the town of Wilmington for your 2023 appropriation. Grace Cottage has also received appropriations from the following towns: Brookline, Dover, Dummerston, Grafton, Jamaica, Londonderry, Marlboro, Newfane, Stratton, Townshend, Wardsboro, Windham, Winhall.

If you need any other information, please contact us at 802-365-9109 or info@gracecottage.org

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrea Seaton". The signature is fluid and cursive, with the first name "Andrea" being more prominent than the last name "Seaton".

Andrea Seaton, Senior Director of Development, Marketing & Community Relations



A program of the Windham Southwest Supervisory Union partnering with its communities

October 23, 2023

Jessica DeFransesco
Town of Wilmington
2 East Main Street
P.O. Box 217
Wilmington, VT 05363

Dear Ms. DeFransesco,

We are making the request to the town of Wilmington to continue to support Wings Community Programs after school programming in the amount of \$11,000 for FY 2024-2025. The distribution of these funds is indicated in the boxes below. We respectfully submit the following data indicating the success of programming within the Twin Valley schools and would welcome any questions regarding the services Wings provides. Please note this is not inconclusive of the summer programming contribution from the Wilmington Recreation department.

Thank you very much for your support.

Sincerely,

Katie Boyd & Keli Gould
Wings Community Programs
c/o Windham Southwest Supervisory Union
1 School St.
Wilmington, VT 05363

CC. Terri Greene, Business Manager WSWSU

After School Allocations

<u>Description</u>	<u>Cost</u>
Staffing- Program Leaders, Admin, Site Coordinators, Tutors, Career Readiness counselors	10550.27
Supplies	\$449.73
Total Town of Wilmington	\$11,000.00



A program of the Windham Southwest Supervisory Union partnering with its communities

Wings Community Programs provides after school and summer programming for all school-age youth, grades K-12, across the Windham Southwest Supervisory Union. Wings programs offer enrichment, academic, physical activity and wellness opportunities for our youth. Children develop new passions, hone talents, and build skills while engaging in circus arts, STEM activities, performing arts, woodworking projects, culinary arts on Jr. Iron Chef teams, nature exploration, hiking, gardening, Career Readiness, teen safe space and much more! Wings recognizes the value of providing a safe space for children to foster relationships, explore new hobbies, challenge themselves, and practice collaboration and teamwork during out-of-school time.



Town of Wilmington
P.O. Box 217
Wilmington, VT 5363

October 3, 2023

Dear Council Members and Citizens of Wilmington;

We at the Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) would like to offer our heartfelt thanks for the opportunity to have our appropriation request included in 2024 funding. **VNH respectfully requests 6000. This represents level funding from last year's request.**

As an integral part of the community healthcare system in Wilmington, VNH serves to breach an otherwise significant gap in the community's continuum of care. Last year, VNH provided 316 visits to 19 residents of all ages and at all stages of life. VNH is also the foremost team of hospice and home health experts for over 140 communities in Vermont and New Hampshire. We deliver nursing, hospice and rehabilitation services at home with proven effectiveness, integrity and compassion. Just as local families have counted on us since 1907, you can count on us today.

Having our patients maintain their independence is key. Our nurses, therapists and social workers provide assessments, medical care and education to assist people in leading a more self-sufficient life. This includes patients who are frail, elderly and disabled, people with terminal illness, those recovering from major surgery or illness and children with chronic medical needs. They all benefit by receiving the care they need in the familiarity and comfort of home.

Town funding is what allows us to bring down the cost of services provided to those in need. With adequate town funding, we are able to provide an affordable option for home healthcare in the community. To continue meeting these needs, we urge the Town of Wilmington to budget continued financial support of Visiting Nurse and Hospice for Vermont and New Hampshire.

On behalf of the people we serve, we thank you for your consideration of this request.

With kind regards,

Anthony Knox



Anthony Knox
Community Relations Manager
aknox@vnhcare.org
(603) 790-3172

TO WHOM IT MAY CONCERN

Windham County Safe Place served **13 families** from Wilmington this past fiscal year. We would love to be considered for \$1000.00 town grant.

Windham County Safe Place Child Advocacy Center and Special Investigations

Unit was established in 2007 and became a certified nonprofit in 2010. We became a nationally accredited center in 2015. Any child or adult that experiences sexual and/or physical trauma throughout Windham County is welcome to receive services and support from our team. We Strive to help survivors to begin their process of healing; to conduct quality investigations and reduce stress and trauma to the victim.

We also provide training and outreach services to professionals, caregivers, schools and more! Our team are considered experts in our field, and we work diligently to uphold this great honor and bring justice the work that we do. We work tirelessly to collaborate and make each case work as seamlessly as possible.

November 6, 2023

Dear Scott Tucker and Wilmington Selectboard Members,

I have enjoyed the role assigned to me as a member of the Wilmington Recreation Commission over the past twenty plus years and have felt great pride in our accomplishments over that time. I have found that my work with members of the Commission have led to some valued friendships and that my interactions with the town employees have always been pleasurable and helpful.

Please accept this letter as notification of my decision to leave my position as the chair and member of the Recreation Commission as of December 1, 2023. I will continue to support the Recreation Commission in their endeavors to continue to provide recreational activities for youth and adults in our community.

Sincerely,

A handwritten signature in cursive script that reads "Karen Molina". The signature is written in dark ink and is positioned above the printed name.

Karen Molina

Transfer Station Fee Changes Overview

Increased all fees that had change to the next \$1

So bags are now \$4 and \$3

Increase permits to \$20 reg, \$15 seniors, \$40 contractor

Increased refrigerants \$5 and large furniture \$8

WILMINGTON TRANSFER STATION FEE SCHEDULE (revised 11-23)

The following user fee schedule was adopted by the Wilmington Selectboard. (Effective 1/1/24)

DESCRIPTION	TIPPING FEE
1. Bags of general tipping material ----- <i>(A thirty (30) gallon container shall be the standard for determining the fee for household garbage waste.)</i>	\$4.00 each
2. Construction Size bags of general tipping material -----	\$ 5.00 each
3. General tipping fee ----- Minimum fee (for cubic yard trash) -----	\$50.00/cubic yard \$10.00
4. Demolition material ----- Minimum fee (for demolition material) ----- Asphalt Shingles ----- Minimum fee (for asphalt shingles) ----- Concrete and Brick ----- Minimum fee (for concrete and brick) -----	\$50.00/cubic yard \$10.00 \$75.00/cubic yard \$15.00 \$100.00/cubic yard \$25.00
5. Metals ----- Minimum fee (for metals) ----- <i>(NO Propane tanks are accepted)</i>	\$20.00/cubic yard \$ 5.00
6. Burning pit----- Additional:-----	\$20.00 for the first cubic yard \$ 5.00 each add. cubic yard
7. Bicycles. -----	\$ 5.00 each
8. Tires: Bicycle----- Lawnmower ----- 16.5 or smaller (no rims) ----- 16.5 or smaller (with rims)----- Up to 1100 x 22 (no rims) ----- Front Backhoe ----- Tires larger than 1100 x 22 call the WSWMD for pricing (802) 257-0272	\$ 4.00 each \$ 5.00 each \$10.00 each \$15.00 each \$50.00 each \$110.00 each
9. Appliances: With refrigerants.----- Without refrigerants -----	\$20.00 each \$10.00 each
10. Lawn Mower ----- Riding Mower -----	\$ 6.00 each \$10.00 each
11. Furniture: Small frame chairs, coffee, end tables ----- Sleeper sofas ----- Large stuffed chairs, sofas and loveseats-----	\$ 5.00 each \$65.00 each \$20.00 each
12. Mattresses/Box Springs -----	\$45.00 each
13. Batteries: Household D or smaller – accepted for recycling.----- Lead Acid (i.e.: car). ----- Lantern Type ----- Larger than Lantern (i.e.: Electric Fence) -----	Free \$ 3.00 each \$ 1.00 each \$ 2.00 each
14. Annual Permits: Wilmington Residents and Taxpayers: ----- -----	\$20.00 \$15.00 Seniors
15. Commercial Permit-----	\$40.00 annually
16. Commercial One-time User Fee-----	\$20.00

Vehicles without permits -\$5.00 surcharge per visit

Hours of Operation: **Tuesday: Noon – 3:30 pm**
Friday and Sunday: 8:00 am - 3:30 pm

Note: Senior citizen households shall pay a \$10.00 annual permit fee and \$2.50 user fee on one (1) thirty (30) gallon bag of household waste each week. This exemption is fixed at one bag per week.

RECYCLING BINS: available at the transfer station. Please see the acceptable items for each container on the other side of this sheet. **A PERMIT IS REQUIRED FOR RECYCLING**

Transfer Station is located at 55 Miller Rd; **Phone: 464-5666**

TOWN OF WILMINGTON TRANSFER STATION

REGULATIONS GOVERNING USE OF THE TRANSFER STATION

1. Please be aware that at all times, you enter the transfer station **at your own risk.**
2. Only non-hazardous household waste may be brought to the transfer station. **Hazardous household wastes** (*see below) **MAY NOT** go into the transfer station. If you have any questions about a material, call before bringing it. A free Hazardous Waste Collection is held annually.
3. Fifty-five gallon drums may be brought to the transfer station and deposited in appropriate place if **both ends of the drum are cut out.**
4. No one may go through the scrap metal pile.
5. **Payment:** Payment for disposal of solid waste at the transfer station may be by cash or check made out to Town of Wilmington.

*** Examples of Household Hazardous Wastes That Should NOT be brought To the Transfer Station: (save them for the free hazardous waste collection!)**

FLAMMABLE LIQUIDS: turpentine, furniture strippers, spot removers, wood preservatives

HOUSEHOLD PRODUCTS: drain cleaners, toilet bowl cleaners, oven cleaners, furniture polish, air fresheners, out dated medicines, old chemistry sets, photographic chemicals, pool chemicals, laundry bleach

PESTICIDES: moth balls and flakes, insecticides, herbicides, fungicides

AUTOMOBILE PRODUCTS: anti-freeze, brake fluid, waste oil

There are on-going collection facilities at the Windham County Solid Waste District on Ferry Road in Brattleboro. Call 257-0272 for more information: Waste oil, large tires, Oil Paint, Fluorescent light bulbs, Computers, Oil tanks cut in half

TOWN OF WILMINGTON RECYCLING FACILITY RULES !

Please don't contaminate the recycling load! It then has to be landfilled and raises costs for everyone!

IF IN DOUBT-LEAVE IT OUT!

Questions? Call 464-8591 or 464-5666

CONTAINER	YES = ALLOWED	NO = NOT ALLOWED
CARDBOARD	Corrugated cardboard, clean, dry, and flattened, Brown paper bags, Boxboard (e.g. cereal boxes, pasta boxes, shoe boxes)	Waxed cardboard
MIXED PAPER	Newspapers (inserts too), Junk mail (remove plastic wrap & plastic pieces), Mixed office paper, Magazines, Books <u>without</u> hard covers, Envelopes (windows okay), Phone books	Aseptic boxes (e.g. drink boxes, soymilk, boxed wine), Milk cartons, Tissues, Tyvek (non-tearing) envelopes
CO-MINGLED CONTAINERS	Glass bottles and jars, Aluminum cans, Steel (Tin) cans, Plastic bottles, lids, tubs (all #s), <i>Please rinse.</i>	Waxed cardboard, Plastic bags (can be recycled at Shaw's), Styrofoam, Light bulbs, Window glass, Ceramics, Pyrex, Kitchenware

NOTICE: THIS SITE IS BEING MONITORED! Violators WILL be prosecuted!

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	New Truck Pricing		Truck Price		Trade In		Warranty		Truck Cost		Body		Total	
2									After Trade					
3														
4	Keene Ram		83324		35000		4495		52819		66600		119419	
5														
6	Bratt Ford		77900		40000		4275		42175		66600		108775	
7														
8	AutoSaver		79426		38000		3925		45351		66600		111951	
9														
10	Claremont Ford		74265		13000		4275		65540		66600		132140	
11					13k-18k									
12							7Years							
13							60000Miles							
14							Warranty							
15	2021 We Paid for same truck \$61295													
16														
17	We have had Front end rebuilt 2 times under warranty on this truck that would not be covered under Standard warranty													
18	Warranty Also adds value to truck when trading in.													

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Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

INFORMAL QUOTE LETTER

Thursday, November 16, 2023

Account Information		*Contact Information	
Account Number	1500012353	Attn:	VALUED CUSTOMER
Name	TOWN OF WILMINGTON	Title	
Address 1	2 E MAIN ST	Phone	
P O Box		Fax	
City State Zip	WILMINGTON, VT 05363-9645	Mobile	
County	WINDHAM	e-mail	

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
Bulk Deicing Salt	\$86	800	ROCKINGHAM
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from November 16, 2023 through May 31, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2023, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope <i>Sara Cope</i> Sara_cope@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
e-mail:	

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.
2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.
3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.
4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.
5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.
6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.
7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.
8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.
9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.
10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.
11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.
12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

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Pg 2 of 2