## Wilmington Selectboard Agenda July 15, 2025

- 1. Visitors, Public Comments, Possible Changes to the Agenda
- 2. Approve minutes of June 17, 2025 (2 minutes)
- 3. Action Items (10 minutes)
  - The Selectboard to possibly approve a Client Resolution with M&T Bank.
  - The Selectboard to possibly accept the boat and trailer gifted to the Fire Dept from the Fire Assoc.
- 4. Police Dept (15 minutes)
  - The Selectboard to possibly approve the updated Whitingham Policing Contract
  - The Selectboard to possibly approve the purchase of new tasers from Axon Enterprises in the amount of \$37,440.
- 5. 1% Local Option Tax Request (10 minutes)
  - The Selectboard to possibly approve a 1% request from the Veterans Memorial Park in the amount of \$165,628 to finish building the park.
- 6. IT/Cyber Security (15 minutes)
  - The Selectboard to possibly accept the bid from RMON for IT and Cyber Security services.
- 7. Liquor Commission (5 minutes)

The Liquor Commission to possibly approve

- A Request to Cater Permit for WI Foster for an event at Brook Bound on 8/10 and 8/30/25 from 4:30- 10 pm.
- A Request to Cater and Open Container Exemption for an event at Memorial Hall on 8/12/25 from 6-10 pm, catered by WI Foster.
- A Special Event Permit for Cold Spring Spirits for an event at the Wilmington Inn on 7/21/25 from 5-9 pm
- A Limited Event Permit for La Casita at the Blueberry Block Party on 8/2/25 from 4-9 pm
- An Open Container Exemption Permit for South Main St from the intersection at Rt 9E up to South Main St for La Casita and Vermont Distillers.
- 8. Other Business/Correspondence
- 9. Select Board Members Comments
- 10. Town Manager's Updates (5 minutes)
- 11. Executive Session
  - The Selectboard to possibly enter into executive session for the purpose of discussing a real estate purchase and a personnel matter.

# Wilmington Selectboard Meeting Minutes June 17, 2025

**Present**: Tom Fitzgerald, Vince Rice, Charlie Foster, John Lebron. Absent: Tony Tribuno, **Others Present**: Scott Tucker, Marshall Dix, John Lazelle, Therese Lounsbury, John Gannon, David Richman, Kathleen Comeau, Carol Sewall, Anne Soranno, Jessica Smith.

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

- 1. Visitors, Public Comments, Possible Changes to the Agenda
  - David Richman commented that Fairview Ave is a disaster with potholes, there is wood on properties along Route 9 that was cut by GMP last year, and crushed stone along the side of the road on Castle Hill after repaying resulted in gravel on lawns after the snow season.
  - Under #5 add an update on the Class 4 section of Riley Boyd Road.
- 2. Approve minutes of May 20, 2025
  - Foster moved to approve the minutes of May 20, 2025, Rice second; all in favor.

#### 3. Action Items

- Fitzgerald moved to appoint Carol Sewall to the Beautification Committee, Rice second; all in favor.
- Fitzgerald moved to approve the scope of work for FY25 audit from Sullivan, Powers & Co, Foster second; all in favor.
- The Selectboard authorized the Town Manager to sign the agreement with Windham Regional Commission for the Town Plan Update by general consent.
- Fitzgerald moved to appoint DRB alternate John Gannon as a regular member, term expires 2026, Rice second. Lebron does not think Gannon's candidacy should be considered since he is not a full-time resident, and is adamantly opposed. Lebron asked for a roll-call: Lebron, nay; Fitzgerald, aye; Foster, aye; Rice, aye. Motion passed 3-1.

#### 4. Emergency Management Plan

 Fitzgerald moved to approve the 2025 Local Emergency Management Plan, Rice second; all in favor.

#### 5. Highway Superintendent Updates

- Dix outlined ANR's site visit to the Transfer Station on Miller Road; issues cured within a couple of days from receipt of emailed report in May. A major concern was to keep prohibited items out of the burn pile, place lead-acid batteries on an impervious surface, update town website that household batteries are not to be disposed in the trash, handle refrigerant-containing appliances with care, and replace the leaning gas vent on the old landfill. All repairs completed.
- Dix described Buzzy Towne Park resiliency work and improvements to be done this summer.
- Dix reported improvements being made by a landowner (Corse) on the Class 4 portion of Riley Boyd Road for logging purposes; logging expected to take place during the winter time.
   A permit was issued for this work. The town does not maintain this Class 4 portion of the road.

Fitzgerald moved to go into the Sewer Commission at 6:45 p.m., Rice second; all in favor.

#### 6. Sewer Commission

- Fitzgerald moved to approve a connection permit for a one-bedroom cottage at 58 Winter Haven Drive, Rice second; all in favor.
- Rice moved to approve a connection permit for a four-bedroom house at 69 Ray Hill Road,
   Foster second; all in favor.
- Fitzgerald moved to approve an allocation application for a two-bedroom STR at 5 North Main Street at 230 gpd, Rice second; all in favor.
- Foster moved to approve an allocation application for 8 restaurant seats at 24 West Main Street at 240 gpd, Rice second; all in favor.

Out of Sewer Commission at 6:55 p.m.

#### 7. 1% request

Lebron moved to approve a 1% request from the Vermont 250th Anniversary Committee in the amount of \$30,000 for celebration events and memorabilia, Foster second; all in favor. Therese Lounsbury gave an overview of events and celebrations that will last for 76-days, and read the June 17, 1775, proclamation from Philadelphia, the Second Continental Congress having finalized the terms of Washington's commission and prepares the document for delivery. It went on to announce violence on Breed's Hill outside Boston, where American Forces entrenched on high ground and repelled British assaults ... The courage of American militia astonishes all!

Fitzgerald moved to enter into Liquor Commission at 7:15 p.m., Rice second; all in favor.

#### 8. Liquor Commission

The Liquor Commission to possibly approve:

- Rice moved to approve a Request to Cater Permit for WI Foster for an event at Chimney Hill
   Club House on 7/5/25 from 2-5:30 p.m., and
- A Special Event Permit for VT Distillers for an event at the Wilmington Inn on 6/30/25 from
   5-9 p.m., Fitzgerald second; all in favor, 3-0, Foster abstained.
- Foster moved to approve a Special Event Permit for VT Distillers at the Blueberry Block Party on 8/2/25 from 4-9 p.m., and
- A Second-Class renewal for Starfire Bakery, and
- A First and Third-Class renewal for Maple Leaf Tavern, Rice second; all in favor.

Out of Liquor Commission at 7:18 p.m.

#### 9. Other Business/Correspondence

– None.

#### 10. Select Board Members Comments

- Foster expect the new Chamber Director Mary Ann Montano to visit the Selectboard soon.
- Foster asking how town will address Richman's comments. Town Manager will discuss further with Highway Supt. It has been raining every week since January, pot holes develop on gravel roadways, and the town has spent considerable resources replacing culverts along the road, grading takes place on a regular schedule. Paving, numerous complaints about high speeds, with increasing volume of traffic, has been discussed.

 Rice asking about sidewalk projects - town still waiting for utilities to move their lines from the old poles to the new ones. GMP and Duncan completed their line transfers. Awaiting Consolidated and FirstLight.

#### 11. Town Manager's Updates

- A scoping report and presentation on alternatives for Bridge #31, replacement scheduled by AOT for 2029, expected in Aug/Sep 2025.
- Awaiting state review of request to install two GMP poles, on old Sprague property on Route 100 N that is town owned through a FEMA buyout, to facilitate electricity to an abutting landowner across the bridge/river.
- Explained changes in the Assessor's Office for the short term, with Finance Officer and Administrative Assistant working closely with NEMRC and the Assessor to meet deadlines for lodging of the Grand List Abstract, mailings of Notices, scheduling for Grievances, mailing results, and lodging of the Grand List, and scheduling a Special Meeting of the Selectboard to set the rates for FY-26 estimated on or about July 18<sup>th</sup>.
- A few more updates on Highway, having received A Better Roads Grant with Windham Regional Commission Jeff Nugent, GIS Planner, assisting in updating Road Erosion Inventory for MRPG; \$12,480, includes an in-kind match; Lake Raponda 1000-ft section reclamation and rebuild is complete, with 3,000 feet more to go over 3-years project cost \$60,000 in material + 630-man hours; Chimney Hill Road milling has begun, with paving to begin June 26th, weather permitting; stumps are being pulled on Haynes Road and a few others to improve road width.
- Vermont DEC, Dam Safety Program, penned a review of MSK's March report on the health of the Lake Raponda Dam and plans for improvement. There will be a meeting scheduled soon between MSK Engineers and the state to discuss questions raised.
- Legal Corner three cases in Windham Superior Court Appeals of BCA decisions: 43 Stearns
   Way (Lacombe); 140 Elwell Heights Road (Zyskowski); and 21 Aldrich Road (Zahringer).

Meeting adjourned at 7:37 p.	m.	
Respectfully submitted, Scott A. Tucker		
Approved by the Wilmington	Selectboard:	
Thomas Fitzgerald, Chair	Vince Rice, Vice Chair	Tony Tribuno, Clerk
	 John Lebron	



### Client Resolution (Certificate of Treasury Management and Other Resolution)



Name of Client:	OF WILMINGTON	("Client	.0)					
, Christine Richter [specify name of person signing this Client Resolution], the dult								
Secretary or other officer, p	Secretary or other officer, partner, member, proprietor or representative of Client being duly authorized to certify the approved actions of the							
above-named Client, a co	rporation, limited liability of	company (LLC), general partnership, limited partners	hip, ⊠governmental entity or					
agency, sole proprietorsh		[if other, specify type of entity] org	anized or operating under the					
laws of the State or Commor	nwealth of VI	[specify State or jurisdiction], hereby c	ertify that at a meeting of the					
Client's board of directors o	r other governing body (the	"Board") duly called and held, or by unanimous written	consent or by other method					
provided by applicable law o	or governing document, the f	ollowing resolutions were duly adopted; are in full force	and effect and have not been					
rescinded, revoked or modifi	ed in any way; and that none	of the resolutions nor any action taken or to be taken purs	suant to any of the resolutions					
violates, or will result in any	violation of, any statute, regu	lation or other law applicable to Client or the governing do	ocuments applicable to Client,					
or any instrument, agreemen	t or document to which Client	t is a party, or by which Client or any of its assets is bound.						
below and that, on the dat	e of this Client Resolution, such p	FM Signer(s)") (i) has been duly elected or appointed to and qualerson holds such title/position, (ii) each signature appearing below and (iii) the contact information appearing below is true and contact information.	is a true and correct specimen of					
Name of TM Signers	Title or Position of TM Signers	Contact Information  Please provide at minimum: one phone number and one email, for each TM Signer.  *- E-signature requires TM Signer to receive authentication passcode via phone call or text message.  Your mobile carrier's text messaging and data charges may apply. If both cell and office # are indicated to receive the passcode, cell # will be utilized by default.	Specimen Signature  Mandatory if TM Signers  will wet sign TM  agreements at any point.					
Christine Richter  Christine Richter  Cell No.:  Home No.:  Office No.: 802-339-8051  Facsimile No:  Email (1): Crichter@wilmingtonvt.us  Email (2):  Cell No.:    Main   100% e-signature will be used								
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M&T Bank Internal Use

Alt/Neg



Name of TM Signers	Title or Position of TM Signers	Contact Information  Please provide at minimum: one phone number and one email, for each TM Signer.  *- E-signature requires TM Signer to receive authentication passcode via phone call or text message. Your mobile carrier's text messaging and data charges may apply. If both cell and office # are indicated to receive the passcode, cell # will be utilized by default.	Specimen Signature  Mandatory if TM Signers  will wet sign TM  agreements at any point.
Scott Tucker		Cell No.: Home No.: Office No.: 802-339-8054 Facsimile No: Email (1): stucker@wilmingtonvt.us Yana' Mine Email (2):	□ 100% e-signature will be used  Ink sign Client Resolution with flexibility to also use e-signature. Please include specimen signature in space below.
		Cell No.: Home No.: Office No.: Facsimile No: Email (1): Email (2):	☐ 100% e-signature will be used ☐ Ink sign Client Resolution with flexibility to also use e-signature. Please include specimen signature in space below.
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# Wilmington Firefighters Association P.O. Box 1492 Wilmington, VT 05363

Town of Wilmington P.O. Box 219 2 East Main Street Wilmington, VT 05363 Attn: Town Manager Scott Tucker

Mr. Tucker,

It is with great pleasure that the members of the Wilmington Firefighters Association hereby gift a 2024 Sea-Doo Switch Sport Compact with Serial Number YDV00190G324 and Karavan Switch 13 Galvanized Trailer with Serial Number 5KTBS1511RF117830 to the Town of Wilmington for use by the Fire Department.

Sincerely,

**Bobby**Robert A. Maynard Jr.
President

DOUG RUSSELL, INC
DBA DOUG RUSSELL MARINE
1 SW CUTOFF WORCESTER, MA 01604
info@dougrussell.com
T. 508-791-4917
F. 508-753-8992



# **PURCHASE AGREEMENT**

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DOUG RUSSELL, INC DBA DOUG RUSSELL MARINE 1 SW CUTOFF WORCESTER, MA 01604 info@dougrussell.com T. 508-791-4917 F. 508-753-8992



# **PURCHASE AGREEMENT**

SUBJECT TO THE TERMS AND CONDITIONS STATED ON PAGE 1 & 2 OF THIS AGREEMENT. SELLER AGREES TO SELL AND THE BUYER AGREES TO BLY THE FOLLOWING DESCRIBED PROPERTY.								
WILLMINGTON FIREFIGHTERS ASSOCIATION, INC (CONTACT: BILL SPIRKA) 802-681-8412				es nos ut catswiss@sover.net 2/10/25		2/10/25		
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GARMIN ECHOMAP UHD2 72SV GPS				\$ 1,449.00	1		PURCHASE ABOVE	\$ 27,499.00 \$ 2,348.00
GARMIN GT15M-IH TRANSDUCER	MATTER	.0,		\$ 340,00		OPTROMALEC	QUIPMENT/ACCESSORIES	\$
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ICAT NAVE YEAR	\$21	Steal No.		\$			LESS TOTAL PAYMENTS	\$
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THE PARTIES TO THIS AGREEMENT ARE AV REQUIRE ADJUSTMENTS PURSUANT TO TH					FINANCING ()	Yes   No		
ON PAGE 2 OF THIS DOCUMENT.  Buyer certificates that he/she has read the			***********	Annan that they shall be			MAYNARD417@GMAI	L.COM ORK REQUIRED AT TIME OF
incorporated as part of this Agreement.  Buyer certifies the following: 1)he/she is let					SALE FOR EXCE		EXCEPTION PAPERN	OAR REGUINED AT TIME OF
(if applicable) have been purchased volunta herein.	rity; 3) the tr	ade - In is free from al	l liens and encumi	orances other than those listed				
Buyer agrees that all provisions to this Agre- is held to be invalid, it shall not affect the o								
I, OR WE, HEREBY ACKNOWLEDGE RECEIPT		OF THIS ORDER AND	THAT					
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#### **CONTRACT FOR POLICE SERVICES**

**THIS AGREEMENT** made and entered into this <u>1</u><sup>st</sup> day of July 2025, by and between the Town of Wilmington, a Vermont Municipality of Windham County, Vermont and the Town of Whitingham inclusive of Jacksonville (hereinafter Whitingham), a Vermont Municipality of Windham County, Vermont.

**WHEREAS**. The Town of Wilmington maintains a police force (the "Department") in accordance with 24 V.S.A. §§ 1931 *et. seq.*; and

**WHEREAS**, the Town of Wilmington and the Town of Whitingham desire to enter into a contract whereby Wilmington will provide police services within the boundaries of Whitingham; and

**WHEREAS**, Vermont law at 24 V.S.A. § 1938(b) authorizes the legislative body of each municipality to enter into agreements for intermunicipal police services;

**WHEREAS**, the Town of Wilmington agrees to render such services upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this agreement it is agreed between the parties as follows:

#### Section 1. Term of Agreement.

The services to be provided under this Agreement shall be for the term of twelve (12) months commencing on July 1, 2025, and terminating on June 30, 2026, unless earlier terminated pursuant to Section 9 hereof. If not renewed all services under this Agreement terminate on June 30, 2026 and no further services shall be provided absent a new Agreement. This agreement may be extended by mutual agreement of the parties, any said extension agreement to be in writing and approved by each town's Selectboard.

#### **Section 2. Level of Service.**

It is the intent of the parties that at all times mutually established during the term of this Agreement, Wilmington shall provide to Whitingham the same standard and level of public protection and police services that are provided to Wilmington residents, during the agreed upon hours of service.

Wilmington shall at all times, be responsible for and have sole and exclusive authority for the management of the Department.

#### Section 3. Specific Services to be Provided.

To provide police services to Whitingham in accordance with this Agreement, Wilmington will establish hours of service in consultation with Whitingham's representative. The police services during the established time periods will include, but not be limited to, the following:

- (a) Patrol services with random patrolling of residential, business and public property areas during all shifts;
- (b) Services related to criminal investigations, highway safety, death investigations, public safety events and the maintenance of evidence will be conducted during all shifts;
- (c) Enforcement of all applicable State laws, Whitingham ordinances, including but not limited to parking and winter ban ordinances and ticketing for traffic violations;
- (d) The general supervision of police services and officers provided within the scope of this agreement, including hiring, firing, disciplining and other employment actions;
- (e) Chief and staff are available at Wilmington Police Department to answer questions and provide information regarding police activities to Whitingham residents, business owners and staff on an as-needed and reasonable basis;
- (f) Follow-up on reported crimes with the person(s) who reported the crime, including routine and reasonable notification by telephone, email, or mail as to the status of the investigation.
- (g) During the contracted hours of operation, the Department shall assume responsibility for all police calls and related services. It is the sole responsibility of the Department to coordinate this responsibility with other law enforcement agencies, which in their regular course of business, may from time to time, provide backup law enforcement services to Whitingham in the case of emergency or similar need.
- (h) Court preparation, deposition, trials, etc. for Whitingham cases will follow Wilmington Personnel Rules regarding "Call-Out" at a minimum of 3-hours overtime rate of pay.

#### Section 4. Payment for Services.

In consideration of the services to be provided under this agreement, Whitingham will pay Wilmington as follows:

- (i) For the period July 1, 2025 through June 30, 2026 the Town of Whitingham shall pay to the Town of Wilmington at the hourly rates set forth on Attachment A, but in no event shall the payment due from the Town of Whitingham exceed the sum of fourteen thousand dollars (\$14,000). The Town of Wilmington shall invoice the Town of Whitingham on a monthly basis for Wilmington Police Department services, as agreed.
- (ii) Successive budgets or budget increases may be negotiated between both parties.

Under the terms and conditions of this agreement, the services included in this contract, incorporate indirect services. A breakdown of these indirect costs is attached for reference as Attachment A.

Wilmington shall invoice Whitingham on a monthly basis for all police services. The Department shall provide written reports and documentation of policing activities during contracted hours, either upon the request of the Whittingham Selectboard, or at predetermined intervals agreed to in advance.

#### Section 5. Administrative Responsibilities.

Wilmington agrees to provide to Whitingham access on a timely basis when requested, copies of police reports compiled by Wilmington Police Department that are appropriate for sharing with administrative personnel, including but not limited to monthly reports detailing the number of incidents, the time of day that the incidents happened, the type of incidents, the general location of the incidents (i.e. which road or area of Whitingham where the incident occurred), resolution of incidents for both current and prior months as resolutions occur, a summary of motor vehicle tickets issued and if available, a breakdown of the violation. Whitingham is not requesting personal identifying information for any of these reports. In addition, Wilmington Police Department shall provide Whitingham representative with copies of reports generated by the Wilmington Police Department on a monthly or semi-annual basis that relate to the level of police services and the specific services to be provided to Whitingham during the term of this agreement.

#### Section 6. Communications.

Wilmington and Whitingham agree to maintain open and frequent communication with respect to the administration of this agreement to identify priorities, communicate concerns and ensure accountability. Wilmington Police Chief shall maintain ad hoc communication with one designated Whitingham representative and attend Selectboard meetings when requested.

#### Section 7. Employees, Facilities and Equipment

Employees of the Department are to be considered employees of Wilmington. Wilmington and the Department will have sole authority over hiring, firing, promotions, demotions and any other personnel decisions in the Department.

Wilmington shall provide adequate facilities and equipment to conduct Department activities. All Department facilities and equipment shall be the property of Wilmington.

#### Section 8. Indemnification.

Wilmington shall fully defend, indemnify and hold Whitingham and any and all Town of Whitingham officials or employees or former officials, agents or employees harmless for any and all claims for damages of any kind, attorneys' fees, equitable relief, administrative fines, civil money penalties, other penalties or interest asserted against all or any of them, relating to any police services provided under this agreement including but not limited to any claims under: the United States or Vermont constitutions, any labor law, any employee benefit or pension plan, any state, federal or municipal law, ordinance or common law claim, any workers compensation, workplace health and safety, civil rights, labor or employment statute, regulation, rule, policy or contract, any claim that Whitingham is an employer or joint employer of the police officer(s), or any claim by taxing authorities that Whitingham has failed to satisfy its obligations to the law enforcement officers under any and all tax laws, regulations, rules or policies unless the claims arise from Whitingham's bad faith or intentional malfeasance.

To the extent that Wilmington has professional liability coverage or insurance covering the services to be provided to this contract, Whitingham shall be named as an additional named insured or additional covered party and Wilmington shall provide to Whitingham evidence of such coverage. Wilmington has verified its coverage will satisfy the above referenced parameters after conferring with the Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund (PACIF).

#### **Section 9. Disputes and Termination**

Should a dispute arise under this Agreement, or should either municipality wish to terminate the contract for alleged breach of the terms of the agreement, Wilmington and Whitingham shall first attempt to resolve it through negotiations by and through individuals who have the authority to settle the same.

If, despite negotiations between the towns, either municipality wishes to terminate the agreement, it shall provide notice of termination with 21 days' notice to the other municipality along with notice of the alleged breach of the contract and what steps would cure the contract. If said contract is not cured within the 21 days, the contract shall be terminated.

For other disputes not involving an alleged breach of contract for which termination is sought, If the matter is not resolved by negotiation within fifteen (15) business days of receipt of a "written request to negotiate" directed to both the Wilmington Police Chief and Wilmington Town Manager, the dispute shall be referred to a mutually agreed upon independent mediator, who shall be a licensed Vermont Attorney.

Should the parties not be able to successfully mediate the dispute, all claims, counterclaims and other matters related to the dispute in question, arising out of or relating to this agreement, between Wilmington and Whitingham, will be decided in the Windham Superior Court, Civil Division or the United States District Court for the District of Vermont.

#### Section 10. Entire Agreement.

This agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto. No modifications, amendment, or deletion affecting this agreement shall be effective unless in writing and signed by all parties.

#### **Section 11. Governing Law.**

This Agreement shall be controlled by and construed under the laws of the State of Vermont without regard to any state's principles of conflict or choice of law that would defeat the application of Vermont Law.

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

#### Section 12. Notices.

Any notice or other communication to be given hereunder shall be in writing and shall be deemed duly served when delivered by hand, by courier or delivery service, including same day or overnight delivery company, or when deposited in the United States mail, certified, return receipt requested, postage prepaid and properly addressed to the addresses set forth below, or to such other person or address as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this section. Any such notice or other communication shall have specified by notice to the other party given in accordance with the provision of this Section. Any such notice or other communication shall be deemed given when deposited in the mail, properly addressed and with postage prepaid:

If to Wilmington: Town of Wilmington

ATTN TOWN MANAGER

PO Box 217

2 East Main Street

Wilmington, Vermont 05363

If to Whitingham: Town of Whitingham

ATTN SELECTBOARD

PO Box 529

2948 VT Route 100

Jacksonville, Vermont 05342

All notices will be deemed to have been received on the date of delivery or on the third (3<sup>rd</sup>) business day after mailing in accordance with this section, except that any change of address will be effective only upon actual receipt.

#### **Section 13. Further Assurances.**

Following the execution of this agreement, the Town of Wilmington and the Town of Whitingham shall cooperate fully with each other and take such action as is necessary to fully implement the terms and conditions of this agreement. This contract shall not be effective unless and until the Town of Wilmington Selectboard and the Town of Whitingham Selectboard approve the agreement and authorize its representative to execute the agreement. This agreement shall be terminated within 30-days as determined and without cause by either the Wilmington Selectboard or the Whitingham Selectboard by official written notification.

#### Section 14. Assignment.

The rights and obligations of the parties under this agreement will not be assigned and Wilmington will not subcontract for any services provided to Whitingham. Police services are provided by Wilmington Police Department on a flexible and mutually agreed upon schedule within Whitingham's established budget limits.

#### Section 15. Counterparts.

This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

#### Section 16. Headings.

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**IN WITNESS WHEREOF,** THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED AGENTS AS OF THE DATES SET FORTH OPPOSITE THEIR RESPECTIVE SIGNATURES BELOW:

	Town of Wilmington
	Ву:
Date	Duly Authorized Agent
	Town of Whitingham
	Ву:
Date	Scott M. Reed, Selectboard Chair

#### **ATTACHMENT A**

#### Year 1 (7/1/2024 – 6/30/2025)

Personnel - Hourly Range \$47.17 – 100.75Average rate est.: \$75.00 per hour

Administrative Fee - per hour rate: \$5

Mileage - IRS Rate \$0.70 per mile Current rate; adjusted periodically.

The <u>Personnel rates</u> are calculated hourly at time & one-half for each police officer, plus FICA, retirement, and workers compensation.

The <u>Administrative fee</u> is an hourly rate to reflect associated services such as supervision, daytime dispatching, capital cost, general administrative time (i.e., payroll, Selectboard meetings).



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#### 1/24/2025

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

### **TASER Energy Weapon Descriptions**

#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

#### X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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Compatible with TASER Smart Cartridges only

#### X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- · Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **TASER Brand Energy Weapon Model Numbers**

- 1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
- Optional Extended Warranties for energy weapons:
  - TASER 7 4-year extended warranty, item number 20040
  - X2 4-year extended warranty, item number 22014
  - X26P 2-year extended warranty, item number 11008
  - X26P 4-year extended warranty, item number 11004
- 3. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
- 4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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function in the probe deployment mode)

- TASER 10 live cartridge, item number 100399
- TASER 10 HALT cartridge, item number 10400
- TASER 10 inert cartridge, item number 100401
- 5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 20018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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- 11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
  - TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
- 12. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 14. Energy Weapon Holsters:
  - Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
     Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
  - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
- 15. Enhanced HALT Suit Model: 100623
- 16. TASER Simulation Suit II Model: 44550
- 17. HALT Suit Model: 20050
- 18. TASER 7 conductive target Model: 80087
- 19. TASER 7 Target Frame Model: 80090

#### **TASER 7 Warranties**

- 1. Tactical Battery Pack Model 20041
- 2. TASER 7 Dock and Core Warranty Model: 20042
- 3. TASER 7 Single Bay Dock and Core Warranty Model: 20047



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#### **TASER Product Packages**

- Officer Safety Plan: Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
- 2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
- 3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
- 4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
- 5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
- 6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
- 7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
- 8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
- TASER 7 Certification with Virtual Reality (VR): Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
- 10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
- 11. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
- 12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
- 13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program



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management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

- 14. Axon Core: Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 15. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 16. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
- 17. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Choose an item.	
Axon Enterprise, Inc.	Axon Enterprise, Inc.
17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255	17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255
Phone: 800-978-2737	Phone: 800-978-2737
Fax: 480-991-0791	Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner

Chief Operating Officer Axon Enterprise, Inc.

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Axon Enterprise, Inc.

17800 N 85th St. Scottsdale, Arizona 85255 United States

VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-714994-45835LA Issued: 06/27/2025 Quote Expiration: 09/30/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 476202

Payment Terms: N30 Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Wilmington Police Dept VT 2 E Main St Wilmington, VT 05363-8811 USA	Wilmington Police Dept VT PO Box 76 Wilmington VT 05363-0076 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Leo Ambrosi Phone: 8328239266 Email: lambrosi@axon.com Fax:	Matthew Murano Phone: (802) 464-8593 Email: matthew.murano@vermont.gov Fax: (207) 364-5681

# **Quote Summary**

Program Length	60 Months
TOTAL COST	\$37,440.00
ESTIMATED TOTAL W/ TAX	\$37,440.00

# **Discount Summary**

Average Savings Per Year	\$4,814.85
TOTAL SAVINGS	\$24,074.26

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**Payment Summary** 

Date	Subtotal	Tax	Total
Aug 2025	\$37,440.00	\$0.00	\$37,440.00
Total	\$37,440.00	\$0.00	\$37,440.00

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Quote Unbundled Price: \$61,516.80
Quote List Price: \$41,596.80
Quote Subtotal: \$37,440.00

# **Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	8	60	\$128.16	\$86.66	\$78.00	\$37,440.00	\$0.00	\$37,440.00
Total							\$37,440.00	\$0.00	\$37,440.00

# **Delivery Schedule**

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	8	2	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	8	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	8	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	08/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	08/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	02/01/2028

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## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	08/01/2029

# Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	8	09/01/2025	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	8	09/01/2025	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2025	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	8	09/01/2025	08/31/2030

### Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	8
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1

#### Warranties

Trair anti-oo					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	08/01/2026	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	8	08/01/2026	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	08/01/2026	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	08/01/2026	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	08/01/2026	08/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2026	08/31/2030

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# **Shipping Locations**

Location Number	Street	City	State	Zip	Country
1	2 E Main St	Wilmington	VT	05363-8811	USA
2	2 E Main St	Wilmington	VT	05363-8811	USA

# **Payment Details**

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	8	\$37,440.00	\$0.00	\$37,440.00
Total				\$37,440.00	\$0.00	\$37,440.00

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <a href="https://www.axon.com/sales-terms-and-conditions">https://www.axon.com/sales-terms-and-conditions</a>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

## Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature Date Signed

6/27/2025



# **Requests For Funding Through the 1% Local Option Tax Fund**

Name of Person/Organization/Business/Committee Veterans Memorial Park

Date of Request July 10, 2025
Christine Richter - 802 464 8591
Amount of Request and Date Funding Needed    165,682
Describe in detail the purpose and specific use of the funding  This is the balance currently needed to  build the Park. See attached budget for  what the Park will consist of.
Please provide a financial breakdown of your project/request.  See attacked
Briefly describe the need for the funding and any other information that can
we have been fundraising for two years and have almost holf of the estimated cost.
Signature of Applicant  Date  July 10, 2025

#### VETERANS MEMORIAL PARK UPDATE/REQUEST – JULY 15, 2025

Fund raising started in June 2023 when the selectboard approved \$50,000 from the 1% fund towards the project. Since then, fundraising has included 50/50 raffles at craft fairs, flea market and downtown events, a BBQ, a fundraiser at American Flatbread, bake sale, raffling a quilt, mailing to all property owners/residences in Wilmington, and a silent auction. Southern Vermont Realty Group helped to raise funds with offering to match donations up to \$5,000 during November 2023. Even though we didn't get \$5,000 in donations they still gave the match. We have \$20,000 given by the American Legion and \$2,000 promised from the Rotary Club of Deerfield Valley once we break ground.

We have applied for four different grants so far. The first was through Vermont Veterans Fund where we received \$7,500. The Downtown Transportation Fund Grant and the Land & Water Conservation Fund grant we did not receive. We recently applied for a grant from T-Mobile for \$50,000 which we will know in late August if we are approved. There is another grant which will help with purchasing and planting of trees but we can't apply for that until we have everything else underway. Hopefully it will be available in 2026.

As of now our total raised is \$139,403.82. The total project is estimated at \$307,085 (breakdown attached does not include possible permit costs or the increased contingency due to higher costs). We currently need an estimated \$165,682 to cover the full costs of the project. We would like to request 1% funds as we would like to go out to bid this winter and break ground in the spring. We will continue to look for grants and work to raise funds over the next several months.

The Veterans Memorial Park will not only honor our military members but it will also be a place for visitors and residents to enjoy their surroundings.

We have had many who have made multiple donations since we started fundraising.

Veterans Park Committee

Walter White

Christine Richter

Samantha Kondracki

Eric Craven

**Todd Stewart** 

# Schematic Estimate of Construction Cost

Project: Wilmington Veterans Memorial Park, 12/12/2024



Description	Est. cost per sq. ft.	Total	
Sidewalks	\$12	\$12,000	
Stone dust patio	\$6	\$6,300	
Concrete pavers	\$18	\$9,000	
Dry stone wall	\$125 (per face foot)	\$18,750	
Flagstone	\$40	\$5,000	
Granite benches (4)	\$1,500 (each)	\$6,000	
Memorial stones (6)	\$4,500 (each)	\$27,000	
Granite piers (4)	\$3,500 (each)	\$14,000	
Center & welcome stone	\$4,000 (each)	\$8,000	
Engravings	\$4.50 (per character)	\$24,750	
Installation of stones	n/a	\$8,000	
Relocate Dooley	n/a	\$2,000	
Flag pole	n/a	\$2,000	
Shrubs/plantings/meadow	n/a	\$15,000	
Trees	\$800 (each)	\$1,600	
16' x 16' Pavilion	\$175	\$44,800	
Electrical	n/a	\$6,000	
Site prep & maintenance	n/a	\$20,000	
Contracting fee	15% (of \$228,200)	\$34,230	
Estimating Contingency	Allowance for unknowns	\$39,365	
	Estimated Cost	\$301,795	

Estimated costs are coarse estimates based on average per sq. foot costs.

# IT/Cyber Birds Received

RMON	\$39,097.40
RSM	\$99,792.00
CBIZ	\$73,868.00



Scott Tucker, Town Manager Town of Wilmington, VT 2 East Main Street Wilmington, Vermont 05363 6/25/2025

#### Town of Wilmington, VT & RMON Networks: Response to RFP for Managed Security and Support Services

Dear Scott Tucker,

On behalf of RMON Networks, I am pleased to submit our response to your Request for Proposal for Managed Security and Support Services. We are honored by the opportunity to support the Town of Wilmington, in your mission to serve your residents. The attached proposal and pricing will be valid and binding for 90 days following the proposal's due date.

RMON Networks is committed to delivering exceptional IT support to your town in a secure and efficient manner. During our ongoing strategic partnership, we will be dedicated to driving efficiency, increasing user satisfaction and cybersecurity protection, while maximizing the ROI on your technology investments. RMON Networks can scale with your government agency, while maintaining and sustaining high and positive service levels. We will work alongside you to ensure that we align to the town's goals and objectives, and we will make a commitment to continuously raise the bar throughout the course of our relationship. RMON Networks is flexible and nimble, and we are invested in ensuring our client's success, as your success is our success.

We understand that municipalities require cost-effective, dependable, and secure IT services that enable your team to focus on what matters most—serving your residents. With a strong history of partnering with municipal government agencies, RMON Networks has developed a deep understanding of the unique needs and challenges you face. We are confident in our ability to meet and exceed all of your expectations. We are enthusiastic about the opportunity to work with your town and support your organization through our proven, proactive IT management methodology, which includes enhanced cybersecurity, strategic technology planning and so much more.

Our proposal outlines a comprehensive approach to managing your IT environment, including:

- Proactive monitoring and maintenance for all of your assets
- Cybersecurity and data protection services
- Infrastructure and Disaster Recovery services
- Help desk support tailored to your team's needs
- Strategic IT planning aligned with your mission

We are confident that our experienced team and mission-driven approach make us an ideal partner to help enhance your operations and safeguard the technology foundation that supports your town's mission. We are committed to being your strategic technology partner and to deliver IT Services that are customized to your organization's needs. Thank you for the opportunity to submit our proposal. We are excited about the potential to contribute to your impactful work through technology that empowers and protects.

Should you have any questions regarding this proposal, please direct all correspondence myself, Cassandra Rheault, Sales and Marketing Manager via phone or email at: <a href="mailto:crheault@rmonnetworks.com">crheault@rmonnetworks.com</a> or 603-819-4621.

Below is the information for our firm:

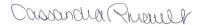
Company Name: RMON Networks

Address: 2 Village Green Road, Building B, 1st Floor, Hampstead, NH 03841

Phone Number: 603-642-4010 Website: <u>www.rmonnetworks.com</u>

We appreciate your consideration.

Kindest Regards,











- Length of time in business of providing proposed services: 23 Years
- Total number of clients: 85
- Number of full-time personnel: 40
- Office location(s) which would provide service to this account: Hampstead, New Hampshire

RMON Networks is a minority owned business, who provides premiere IT services to the organizations throughout the New England area since it was founded in 2002. Our services include Consulting for Cloud Technology, Cybersecurity, Disaster Recovery and Business Continuity Consulting, and Infrastructure, as well as Professional Service Projects, Managed IT Services with both remote and on-site support. Our services are affordable, scalable, and designed to grow as your needs grow. We pride ourselves on being your trusted partner and hope to be viewed as an extension of your organization.

RMON Networks continues to educate our employees so we can keep abreast of the latest technology and best practices. We also take the time to educate our clients, so they understand their current solution and future recommendations. We present valuable options to our clients, weighing out both pros and cons to help empower our customers to not only make confident and informed decisions about their IT today but also for the foreseeable future.

Over the last 23 years, RMON has been successful in sustaining positive growth and transformation each year, as technology has evolved and played a more critical role in the success of each one of our customers' organizations. We pride ourselves in constantly being recognized by our clients and for being a part of their success and growth. As we continue to grow with our clients, we find they truly feel we are an extension of their business. RMON's goal is to provide the best service possible to the client, increase user satisfaction, keep them secure, drive efficiencies, lower costs and maximize their business operations by leveraging various methods and tools that best suit their operations. RMON Networks, Inc. has invested in training and technology, to ensure that we have the tools to be successful and can monitor and support our clients (24x7x365). Our staff is continuously working towards certifications and keeping up with continued learning to ensure we offer the best support in an ever-changing technology landscape.

# **Experience and Positioning**

As a mature and experienced Managed IT Services Provider, we understand the unique operations, compliance, and security demands of municipal governments. Our service delivery model is specifically designed to support towns and municipalities with a comprehensive and proactive IT approach that ensures continuity, security, and reliable service to the public. RMON Networks can deliver all of the services that Town of Wilmington has requested.

**Technology Assessments** to evaluate existing infrastructure, identify gaps, and provide actionable recommendations. This formal assessment is completed as an initial step during the onboarding process but also is included in our ongoing proactive review process and will continue to be reviewed against industry best practices and recommended standards.

**Help Desk and Onsite Support** to ensure municipal staff receive timely assistance with day-to-day IT issues, supported by structured escalation paths and responsive and experienced technicians. Our team will be available both remotely and onsite, Monday through Friday from 8am-5pm to assist your team with any incident or service-related requests. You will also have access to timely after hours support for any emergencies that arise or mission critical requests.

**Application Support** for key government platforms such as permitting systems, public safety software, and financial applications, ensuring smooth operations across departments. Our team of experts is familiar with their unique municipal applications like: Avatar, BMSI, Interware, CrimeStar, Vision, MAAP, CivicPlus, TylerTechnologies, AccuFund, IMC, Firehouse and so many more. We will ensure all software is maintained and









remains current. We will keep an inventory of all of the town's assets, software, licensing, and applications, along with their applicable vendors, in the event they are needed for advanced support requests or replacement parts. We will also customize each computer setup to be tailored to the assigned user, work with them to get up and running on their machine and will ensure each machine and application is running smoothly.

**Security Monitoring and Firewall Management** to protect sensitive municipal data, including resident information and internal communications. RMON Networks alerts, monitors, and responds to our client's network security by monitoring and managing their firewalls, along with a full suite of cybersecurity solutions that help protect the endpoint and end user. Our dedicated Network Operation Center (NOC) monitors and responds to alerts from all of our client's systems and infrastructure, while our Security Operation Center (SOC) monitors and responds to alerts from of the cybersecurity protection our clients subscribe to.

**Policy Development and Password Management** that aligns with municipal governance and cybersecurity best practices. RMON Networks will advise on recommended best practices and policies and can help implement them if they are not already in place.

**Secure Remote Access Solutions** to support field staff, first responders, and remote workers while maintaining network integrity and reliable connectivity. RMON Networks provides a secure and free remote desktop solution for all computers and users that are under management.

**Business Continuity and Disaster Recovery, Data Protection, Preservation and Backup Services** to maintain operations during system failures, natural disasters, or emergencies and that safeguard critical records and ensure the preservation of public data. RMON Networks will implement a BCDR solution that will also provide onsite and offsite backups, along with virtualization features to eliminate downtime.

**Cybersecurity Threat Prevention** to protect against ransomware, phishing, and other cyber threats targeting public institutions. Our base endpoint and user security package includes endpoint detection and response (EDR), managed detection and response (MDR), advanced email filtering and protection, multi factor authentication, and security awareness training and phish testing.

**Strategic IT Planning** that supports long-term goals such as digital transformation, interdepartmental collaboration, and compliance with state and federal mandates. RMON Networks provides ongoing education and will present annual recommendations to keep the town's systems up to date, as well as increase functionality and address evolving cybersecurity needs. Based on those recommendations and what the town would like to move forward with, RMON Networks will deliver a complete annual technology budget for each budget season. RMON Networks will also make our team available for town meetings to help explain the importance of these solutions and the reasoning for presenting them.

Security and Vulnerability Assessments to proactively detect and address risks.

**Cybersecurity Awareness Training and Phish Testing** to educate municipal staff and reduce risk from human error, social engineering and so much more.

Process and Procedures for disaster recovery, system failures, and cyber events and incidents.

Our team's deep understanding of municipal operations, combined with a structured and proven IT management approach, enables towns to operate more securely, efficiently, and in alignment with your civic mission.









RMON Networks is a seasoned Managed IT Services Provider with over 23 years of experience supporting small to mid-sized organizations across a wide range of industries, including local government, nonprofit, healthcare, finance, professional services, and more. Our successful service model and methodology is a result of over 20 years of experience, which is built on a foundation of proactive support, ongoing best practice alignment, strategic guidance, and a deep commitment to operational excellence, cybersecurity, and disaster recovery. Through our journey, we have refined a proactive, process-driven approach that consistently delivers measurable results. Our Technology Success Model is built on three key pillars: standardization, alignment, and continuous improvement. We developed proven IT management processes, leveraging automation and intelligent alerting to reduce reactive incidents and improve system uptime. This has translated to greater productivity, improved user satisfaction and lower technology costs for our clients.

We start every new relationship with a thorough onboarding process that includes assessing the client's existing envirorment against industry best practices. This process consists of getting to know your team, compiling an inventory of your assets, processes, and procedures, and generating relevant documentation that enhances our ongoing support and management efforts and generating a baseline report to review the results with your team. Once this process has been completed, all relevant information goes into a secure IT documentation repository, which will be kept current and will constantly evolve as your personal IT Runbook. Our team leverages best in class tools to be efficient, effective, and meaningful.

Once your services go live, you will have a team assigned to you to ensure your success. Our structure includes dedicated teams with clearly defined roles, each contributing to the success of our clients. These include:

- Client Success Team Comprising a Client Success Manager, Technical Account Manager, and vCIO. This team works closely with clients to ensure they are happy with service, understand your goals and ensure IT alignment with best practices and strategic initiatives.
- **Help Desk Team** Staffed with experienced, well-trained professionals who deliver responsive, empathetic support and focus on both resolving and preventing issues. We closely monitor satisfaction through post-ticket surveys, ensuring high-quality service delivery.
- **Engineering Team** Handles complex escalations and supports project scoping and design, ensuring technical excellence across all solutions.

We invest heavily in staff development to stay ahead of evolving technology. Our commitment to transparency and education ensures that clients understand their environment today and can make informed decisions about their future.

Ultimately, our approach is centered on building long-term relationships, aligning IT with town priorities, and delivering meaningful value to every user, department, and leadership team we support.

We offer a comprehensive suite of IT services designed to meet the evolving needs of local government agencies:

**Maintenance & Support:** We provide 24/7 monitoring and proactive maintenance of systems, servers, networking, and endpoints. Our local based Help Desk ensures users receive timely and knowledgeable support, with clearly defined SLAs and escalation procedures. All of our technical resources are CJIS certified.

**Hosting Services**: Whether clients are leveraging on-prem, cloud, or hybrid environments, we provide secure hosting solutions through trusted platforms such as Microsoft Azure, ensuring high availability, scalability, and compliance.

**Security Services**: Our multi-layered cybersecurity approach includes endpoint protection, managed detection, and response (MDR), firewall and network security management, web gateway filtering, and end-user security awareness training and 24/7 monitoring and security services. Our clients also have the option to add on additional protection if desired. Our team follows industry best practices aligned with NIST and the CIS framework.









**Hardware & Software Management**: From procurement to lifecycle management, we handle vendor management, coordination, licensing, warranty tracking, and patch management—ensuring technology assets are optimized, secure, and up to date.

**Backup & Disaster Recovery**: We implement reliable backup and BCDR solutions tailored to your risk profile and recovery time objectives (RTO/RPO), ensuring minimal downtime and data integrity in the event of a disaster.

**Infrastructure Services**: Our team architects, deploys, and manages network, server, and infrastructure environments. We ensure that systems are designed for performance, redundancy, and scalability, while aligning with your operational goals.

**Strategic IT Planning**: We serve as a strategic partner, offering Virtual CIO (vCIO) services to help organizations align technology with your goals. Through regular business reviews and roadmap planning, we help clients navigate growth, technology changes, and budget planning with confidence.

Our proven methodology combines people, process, and technology to deliver dependable, secure, and forward-thinking IT services. We pride ourselves on long-term client relationships and consistently high customer satisfaction scores, which reflect our commitment to delivering measurable value and peace of mind.

#### References

Below are three municipal client references that are similar in size:

#### Client #1

- Client's name: Town of Ossipee
- Services Provided: Standard Fully IT Managed Service Agreement (Computer, Networking, Server and End User Management, Support Desk, etc.), Professional Project Services, Cybersecurity Protection and Monitoring, Microsoft 365 Government services, Vendor Management, Proactive and Reactive Support, Licensing and Software Support, Patching, Firmware and Software Updates, Help Desk, NOC (Network Operation Center) & SOC (Security Operations Center) Monitoring and Response, Account Management, Proactive Standards Alignment Reviews and Strategic Business Reviews and Annual Budget Planning.
- Number of Users: 30
- Duration of Service: Has been a customer since 2016
- Contact person and title: Matt Sawyer, Town Administrator
- Address: 55 Main Street, PO Box 67, Center Ossipee, NH 03814
- Phone number: 603-539-4181
- Email address: msawyer@ossipee.org

#### Client #2

- Client's name: Town of Newington
- Services Provided: Standard Fully IT Managed Service Agreement (Computer, Networking, Server, End User Management, Support Desk, etc.), Professional Project Services, Cybersecurity Protection and Monitoring, Microsoft 365 Commercial services, Vendor Management, Proactive and Reactive Support, Licensing and Software Support, Patching, Firmware and Software Updates, Help Desk, NOC (Network Operation Center) & SOC (Security Operations Center) Monitoring and Response, Account Management, Proactive Standards Alignment Reviews and Strategic Business Reviews and Annual Budget Planning.
- Number of Users: 20
- Duration of Service: Has been a customer since 2017
- Contact person and title: Martha Roy, Town Administrator
- Address: 205 Nimble Hill Road, Newington, New Hampshire 03801
- Phone number: 603-436-7640 x 6
- Email address: <u>mroy@newingtonnh.gov</u>









#### Client #3

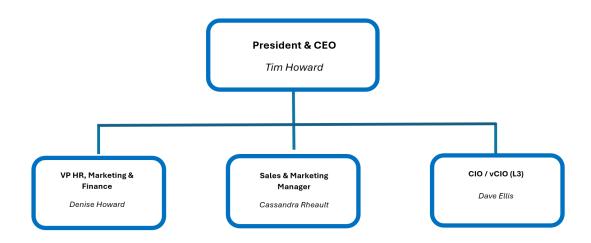
- Client's name: Town of Sandown, NH
- Services Provided: Standard Fully IT Managed Service Agreement (Computer, Networking, Server, End User Management, Support Desk, etc.), Professional Project Services, Cybersecurity Protection and Monitoring, Microsoft 365 Government services, Vendor Management, Proactive and Reactive Support, Licensing and Software Support, Patching, Firmware and Software Updates, Help Desk, NOC (Network Operation Center) & SOC (Security Operations Center) Monitoring and Response, Account Management, Proactive Standards Alignment Reviews and Strategic Business Reviews and Annual Budget Planning.
- Number of Users: 30
- Duration of Service: Customer since 6/7/2007
- Contact person and title: Lynne Blaisdell, Town Administrator
- Address: 320 Main Street, PO Box 1756, Sandown, NH
- Phone number: 603-887-3646
- Email address: lblaisdell@sandown.us

\*\* Please note we have a number of additional clients that would be available as references \*\*

#### **Staff Resources**

The leadership team at RMON Networks plays a critical role in setting direction, ensuring operational excellence, driving growth, and maintaining customer satisfaction. Their responsibilities are to oversee strategic, operational, and cultural areas.

# Management



- CEO / President Sets vision, leads growth strategy, external relations. Oversees operations, service delivery, and internal performance. Manages help desk, NOC, and client experience. With more than 36 years of experience in the IT industry, including 23 years at the helm of RMON Networks, Tim brings unparalleled expertise to his role. He graduated with a BA in Computer Science/Technical Management from the Wentworth Institute of Technology and holds prestigious certifications like MCP, MCE, MCSE, MCITP and many more. Before founding RMON Networks, Tim refined his leadership and technical skills as Director of IT for organizations such as The Learning Company, Matrix One, and SnowShore Networks.
- CIO / vCIO Guides technology strategy, security, and service innovation. Has been with RMON
   Networks since 2013 and has over 30 years of experience in IT. Holds many certifications from Criminal



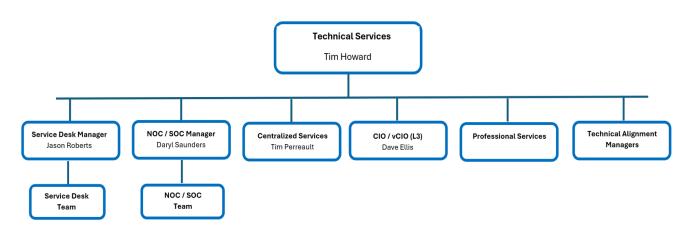






- Justice Information System Certified (CJIS), a Microsoft Certified Professional (MCP), a Sophos Certified Engineer, RingCentral Certified Expert (RCCE) and so many more.
- VP HR, Marketing and Finance Manages financial planning, reporting, and compliance. Oversees
  brand visibility and awareness strategies and manages the lifecycle of employees, from recruiting,
  onboarding, performance, and benefits.
- Sales & Marketing Manager Responsible for business growth for prospective and existing clients, through marketing and sales strategies. Responsible for client and prospective client's satisfaction. Has been with RMON Networks since 2019 and has over 15 years of experience working within the IT industry.

## **Technical Services**



- Service Desk Manager Responsible for leading the frontline team that provides technical support to clients. Their core mission is to ensure high-quality, timely, and consistent IT support services while optimizing the performance and efficiency of the service desk operation. Has been with RMON Networks for since 2015, as his Associates Information Technology Degree and holds many certifications.
- NOC / SOC Manager Oversees the NOC team responsible for monitoring and maintaining the health, availability, and performance of client infrastructure—servers, networks, systems, and cloud services. The SOC Manager leads the cybersecurity function, focused on preventing, detecting, analyzing, and responding to security events and threats. Has been with RMON Networks since 2010 and has been managing the NOC and SOC department for 5 years, prior to that he was one of RMON Networks Senior Engineers.
- Centralized Services Is the backbone of standardized, proactive, and scalable IT service delivery. This
  team manages and automates the tools, systems, and processes that support all client environments
  across our portfolio. Has been with RMON Networks for 13 years and has been in the IT industry for 20
  years.
- Technical Alignment Manager (TAM) Responsible for conducting regular technical reviews, identifying misalignments or risks, and driving continuous improvement in client environments. This resource will proactively reduce technical and cyber risk, identify and address issues or noise within the environment and present alignment reviews with the client on a recurring basis to support improvements and planning strategies.
- Professional Services Responsible for pre-sales engineering, L3 escalations and driving our
  customers technology forward. RMON Networks Professional Services group collaborates closely with
  our clients to help move our client's IT environments to the next level. Whether that might be replacing
  devices that have reached the end of their lifecycle or migrating on-premise servers to the cloud.









# Sales, Customer Service & Marketing



- Client Success Manager Responsible for client management, scheduling recurring client meetings to discuss service levels and support, tickets, and trends. Procurement services and ad-hoc project planning needs. Consult on existing solutions and new emerging technology/services. Coordinate client Strategic Reviews and pull in technical resources as needed. Process account changes and complete administrative tasks like quarterly audits / reconciliations of the accounts, etc. This team has been with RMON Networks for 5 years and holds many certifications in Customer Success, Microsoft365, Cybersecurity, Networking and so much more.
- Receptionist Answer and route incoming calls and enters customer tickets. Perform quality control
  on tickets and ticket queues to ensure quality and responsiveness.

#### Certifications

- 1. A+
- 2. Agile Certified Scrum Master
- 3. Certified Meraki Network Operator (CMNO)
- 4. Certified Meraki Networking Association (CMNA)
- 5. Certified Wireless Analysis Professional (CWAP)
- 6. Certified Wireless Design Professional (CWDP)
- 7. Certified Wireless Network Administrator (CWNA)
- 8. Certified Wireless Security Professional (CWSP)
- 9. CompTia
- 10. Criminal Justice Information System (CJIS) Level 4
- 11. Fortinet NSE-1
- 12. Fortinet NSE-2
- 13. Fortinet NSE-3
- 14. Fortinet NSE-4
- 15. Linux Essentials
- 16. Linux Professional Institute (LPI)
- 17. Meraki Fit Level 1
- 18. Meraki Fit Level 2
- 19. Meraki Fit Level 3
- 20. Microsoft 365 Fundamentals
- 21. Microsoft Certified Professional (MCP)
- 22. Microsoft Certified Solutions Associate (MCSA) Windows Server 2012
- 23. Microsoft Certified Solutions Expert (MCSE) Windows Server 2012
- 24. Microsoft Certified Systems Engineer: Windows Server 2003
- 25. Microsoft Networking Fundamentals
- 26. Microsoft Security Fundamentals









#### WE MANAGE I.T.

- 27. Microsoft Server Administration Fundamentals
- 28. Microsoft Technology Associate Networking Fundamentals
- 29. Microsoft Technology Associate Security Fundamentals
- 30. Microsoft Technology Associate Windows Server Administration Fundamentals
- 31. Microsoft® Certified IT Professional: Office 365
- 32. Microsoft® Certified Technology Specialist: Office 365, Administration
- 33. Network+
- 34. Practical Guidance Assessment for Voice (Microsoft 16802)
- 35. RingCentral Certified Communications Expert (RCCE)
- 36. RingCentral Communications Professional (RCCP)
- 37. Security+
- 38. Server+
- 39. Sophos Certified Engineer
- 40. Technical Assessment for Cloud Platform (Microsoft Cloud Platform Competency)
- 41. Technical Assessment for Remote Desktop Services on Azure
- 42. Trend Micro Deep Security
- 43. VMware VCP
- 44. Cisco CCNA
- 45. Cisco CMNA
- 46. Veeam Certified VMSP and VMTSP

#### **Cost of Services**

## RMON Standard Managed Services Plan Pricing

	N	lonthly Cost	Quantity		Total Cost
RMON Services					
Physical Server	\$	150.00	1	\$	150.00
Firewall	\$	150.00	1	\$	150.00
Switch	\$	25.00	4	\$	100.00
Access Point	\$	15.00	8	\$	120.00
PCs / Laptops	\$	55.00	29	\$	1,595.00
Backup Management	\$	50.00	1	\$	50.00
		Total RMON	Service	\$	2,165.00
Client's Software, Storage and Security					
RMON Security for Business Bundle	\$	20.00	22	\$	440.00
Security Awareness Training & Phish Testing	\$	5.00	22	\$	110.00
Email Filtering	\$	2.00	4	\$	8.00
Server Endpoint Detection and Response	\$	3.60	1	\$	3.60
Business Continuity and Disaster Recovery	\$	147.60	1	\$	147.60
	Tot	al Client's Softv	vare, Storage & Security	S	709.20
		Monthly C	Combined Tota	\$	2,874.20









Tim Howard, President and CEO, founded RMON Networks in 2002. After many years of being an IT Director himself until 2001, many colleagues began reaching out for technology and consulting advice for their small businesses. Naturally, Tim realized there was a concerning information technology void for small businesses, shortly thereafter, RMON Networks was born. Tim started the company working on the front lines, and as time evolved more and more customers signed up for our services. Over the years, the organization has grown organically, mostly from word of mouth and client success stories.

As time went on, clients started to have success and growth and turned to RMON Networks to expand support and consult on technology to make their future possible. RMON Networks scaled with our customers and continued to hire and grow. Consequently, during that time, our partnerships with key vendors grew as well. RMON Networks has partnerships with vendors such as: Microsoft, HPE, HP, Dell, Cisco, Fortinet, Ubiquiti and so many more. We are proud to say that RMON Networks was one of the first "Cloud Champion Partners" on the East Coast to deliver Microsoft's initial Cloud Service offerings.

As the organization grew, it was important to Tim that the customers' satisfaction did not falter. He has invested in various departments and personnel to ensure that our customers continue to have high service levels and experiences. RMON Networks thoroughly vets each potential employee. Key attributes that we look for in an employee are compassion, drive, knowledge, and commitment of wanting to help peers and clients. No matter what it takes. We know that we must earn our customers' trust every day. We are truly blessed here at RMON Networks to say we have a solid team. Each individual on our team brings something unique to the table and we all work together to complement one another, which makes us the strong team we are today. Our customers truly benefit from the teamwork that we have built today, allowing us to respond to them with the highest level of confidence and efficiency.

### Nonperformance

RMON Networks has not had a contract terminated for nonperformance.

### Summary

RMON Networks has always put our clients' needs first. Over the course of the last 23 years, we have developed successful processes and procedures that have yielded customer success. As mentioned previously, we invest in our employees' education and certifications to ensure that we can be fully confident that the solutions we present can match up to our clients' needs today and can be scalable for future growth. We customize each support program to fit the needs of our clients' businesses and deliver the most value. We are nimble and have the experience to match up to the Town of Wilmington's expectations of where they are today and where they would like to be in the future. Our team is friendly and genuinely cares about our customers and their success.









Proposal for RMON Standard Managed Services

Town of Wilmington, VT

Prepared For: Scott Tucker

Prepared By: Cassandra Rheault

Contact Info: (603) 642-4010

CRheault@rmonnetworks.com

Prepared On: 6/23/2025

Proposal pricing is valid for 30 days









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### **RMON Networks Overview**

RMON Networks, founded in 2002, provides premiere outsourced IT services for small to midsized organizations in the New England area. Our services include Cloud Technology Consulting, Security Consulting, Managed Services and both remote and on-site support. Our services are affordable, scalable, and designed to grow as your organizational needs grow. We pride ourselves on being your trusted partner and hope to be viewed as an extension of your organization.

We have been successful in sustaining positive growth and transformation each year, as technology has evolved and played a more critical role in the success of each one of our customers' businesses.

Our organization is continuously educating our clients who truly feel we are an extension of their business. We are always presenting our clients with more than one option, weighing out both pros and cons to help empower our customers to not only make confident decisions about their IT today but also for the foreseeable future. We pride ourselves in constantly being recognized by our clients and being a part of their success and growth. RMON's goal is to provide the best service possible to the client, keep them secure, drive efficiency, lower cost and maximize their business operations by leveraging various methods and tools that best suit their business.

#### RMON would like to be your strategic partner and not just your tactical one.

RMON Networks, Inc. has invested in technology to ensure that we can monitor our clients' networks (24x7x365). We also invest in our employees (training and certification) to ensure that we can offer the best support experience to our clients.

# **Comprehensive Customized IT Services**

The RMON Managed Services program provides affordable IT management and support for organizations of all types. Utilizing our unique IT automation framework for providing managed services, RMON Networks provides a range of proactive services to keep your computer systems up and running and your people and business productive.

### Some of the benefits you will experience are:

- **Dramatic Reduction in the number of emergency incidents** that can negatively impact and affect the success of the customer's business.
- Cost Savings monitoring the customer's networks will allow us to quickly determine the root
  cause of any network issue, thereby reducing the timely task of issue diagnosis from hours to
  minutes resulting in substantial cost savings to our customers. At the same time, the routine
  maintenance performed will help to remove a substantial number of issues experienced, each of
  which is an unneeded IT expense.
- **Higher Levels of Employee Productivity** by performing routine maintenance and watching the customer's network and devices, the business impact of any IT failure is reduced by shortening the time to incident resolution, thus resulting in increased customer productivity levels.









- Outsourced IT Support to Experts a staff of experienced, highly skilled resources will be
  monitoring our client's network against our standards during your contracted hours, dealing with
  network issues as they arise, allowing the customer to focus on core business activities.
- Accountability and Transparency of ISP, Network Performance, and other Hosted Applications we can monitor the availability of the customer's Internet connection and provide reporting around the actual availability of such services that the customer purchases.
- **Flexible Scheduling** of resources as needed.
- Web based ticketing system for submittal of issues and related tasks.

#### IT Services Included with RMON Standard Managed Services Plan

- Dedicated Client Success Manager
- Ongoing Consulting
- Consulting, Support and Management of Office 365 / Microsoft 365 environment
- Third party technology vendor management
- Hardware and software procurement
- Patch management of Microsoft Windows Server, Desktops, and Laptops
- Monitoring and update management of firewall
- Monitoring and management of backup
- Hardware Firmware Management (i.e., network switch, wireless access points, and printers)
- Service Monitoring with proactive notifications of events
- Hardware troubleshooting and service. Please note: RMON recommends that all solutions under management maintain active warranties and support (i.e., desktops, firewalls, switches, servers, etc.)
- Asset management of hardware and software inventory that are under management
- Basic system administration tasks, such as disk management, space and memory allocation, operating system updates, and patch management
- Monitor the performance and availability of designated systems, proactively and reactively address problems.
- Identify and address problems with hardware under management and provide alternative solutions where necessary
- Assist with the allocation of system resources and operating system tuning and configuration
- Test and install any licensed software updates, releases, and patches provided by us and third parties
- Assist users with system operation, optimization, and debugging
- Provide periodic written reports
- Assist in hardware failure determination and resolution
- Hardware maintenance as required by platform, diagnosis, and repair of defective hardware per manufacturer recommendation
- Basic application support and advanced through vendor management
- Onsite and Remote Support for the above services









### **Security Bundle Features**

- Cloud security platform that provides defense against threats on the internet to block malicious and unwanted domains, IP addresses, and cloud applications before a connection is ever established
- Threat detection services that complement existing security investments
- Advanced email filtering services that protect organizations against malware/viruses
- Mobile App for all 2FA accounts
- Enterprise endpoint security platform designed to help enterprise networks prevent, detect, investigate, and respond to advanced threats
- Managed detection and response for Microsoft / Office 365

#### **Security Add-Ons**

Monthly Security Awareness Training & Phish Testing

#### Not Included

Any services outside of above and included list. Examples of services that are not included are:

- If you are adding a brand-new machine to your contract there is a one-time configuration and set up fee (see rate card)
- Workstation Rebuilds to repurpose a machine is not included (see rate card)
- New Hardware there is a one-time configuration and set up fee (see rate card)
- Operating system upgrades. Example: Windows 10 Home to Windows 10 Pro (see rate card)
- On-going maintenance of printers that require managed print contracts
- Phone maintenance and troubleshooting, typically managed through vendor management
- Internal and/or External Penetration testing is a project









### **SLA Matrix**

The table below lists the RMON Networks SLA Matrix.

Severity Level	Situation	Example of Severity Levels	Response Time
Severity 1 – Critical: Urgent Business Impact	Major system or infrastructure component failure or malfunction with critical impact on the client's ability to operate entire business process & production.  No workaround or manual process available.  The problem must be resolved immediately.	<ul> <li>Server down or network down impacting the whole office.</li> <li>Email server is not working and the whole company cannot use email.</li> <li>A major line of business application is not working, and the company cannot proceed doing business.</li> </ul>	Initial communication back within 15 minutes of the business hour (M-F 8:00 AM – 5:00 PM). After business hours, initial communication back within 1 hour.
Severity 2 – High: High Business Impact	Minor system or infrastructure component failure/malfunction causing impact on the client's ability to operate significant business process or production.  Any user or group of users who are unable to work.  No workaround or manual process available.	<ul> <li>QuickBooks server is down impacting the accounting department.</li> <li>A printer is not working and impacts a department or large group of users where there is not another printer to print to.</li> <li>A major line of business application is not working and impacts a large group of users, but business can continue to function.</li> <li>A user is locked out or their computer will not function.</li> </ul>	Initial communication back within 1 business hour (M-F 8:00 AM – 5:00 PM). After business hours, initial communication back within 1 hour.
Severity 3 – Medium: Moderate Business Impact	Systems or infrastructure components not causing impact on client's ability to operate significant business process or production.  Workaround or manual process is available. Server and End User support incidents.	<ul> <li>A single user cannot work in Outlook but webmail/internet browser email log-in is working for everyone else.</li> <li>A printer is not working for one user.</li> <li>Any single impact incident where the user has reduced functionality but is not completely down.</li> </ul>	Initial communication back within 3 business hours (M-F 8:00 AM – 5:00 PM). After business hours service requests submitted by phone, initial communication will be within 3 hours. All service requests made via email or client portal will have initial communication back 3 hours back on the following business day.







Severity 4 – Low: Low Business Impact Systems or infrastructure components not causing any impact on client's ability to operate significant business process of production.

Request for user add/change/delete that may be accomplished remotely.

Requests for a call with an Account or Technical Manager.

Nothing is broken but a user has a question or would like software updated.

 A company would like something changed but nothing is currently broken.

 A company or user would like to order new hardware (printer, monitor, PC, etc.)

A new hire setup or decommission of user.

Initial communication back within 5 business hours (M-F 8:00 AM – 5:00 PM). After business hours, Low Business Impact items will not be responded to until the following business day.

RMON Responsibilities: RMON Networks initiates response & manages the ticket until a resolution is met. RMON Networks' Help Desk troubleshoots the incident, engages appropriate expertise and dispatches onsite replacement parts & Field Service Technicians when necessary.

Ticket Submission Channels and how it assigns severity levels:

All urgent and high severity tickets must be submitted via phone. During business office hours, initial communication back will be within 15 minutes (M-F, 8:00 AM – 5:00 PM). After business hours, initial communication back will be within 1 hour.

All emailed incidents default to Medium severity and communication back will be within 3 business hours (M-F, 8:00 AM – 5:00 PM). After business hours, initial communication will be within 3 hours.

All service requests submitted through the client portal default to Medium severity and communication back will be within 3 business hours (M-F, 8:00 AM – 5:00 PM). After business hours, initial communication will be within 3 hours.

#### Tools

RMON has invested in many technologies to provide its employees and clients with the tools to manage the relationship. Some tools are as follows:

- All in one PSA tool solution that manages support ticket, customer relationship, opportunities, projects, marketing, assets, reporting and finances.
- IT Documentation Software that is award winning to maximize efficiency, transparency, and consistency across our partner base. This creates a safe place to store our customers' assets and create a clean documentation repository for both RMON and client.
- Strategic Review Platform that is used to streamline our IT reviews with our partners. This
  tool is able to present the information to any level of contact in a meaningful way. This
  tool allows RMON to educate its customers around new and existing technology, explore
  the current state their environment and propose new solutions to help plan for future
  budgets and projects.
- Asset Lifecyle management tools that help assist in monitoring, managing, and optimizing your entire asset base across multiple tools and vendors.
- A cloud based RMM solution that is used to monitoring our client's devices and will provide updates and automation around scheduling backups, release updates, installation of applications, automated reporting, custom alerts and much more.
- SaaS-based performance monitoring platform for Enterprise IT. Monitor on-premises, cloud, and hybrid datacenters from a single platform.









- The Client Portal is used as a central place for our clients to view their account and ticketing history. This is also one of the many options you can use to submit a ticket, see our knowledge base and much more!
- And many more!

### **Professional Services (Ad-hoc Projects)**

Information technology changes so rapidly. It's a huge task for businesses to keep up with new IT technologies as they're introduced to the market. RMON Networks' IT professional consulting services and professional computer solutions gives you an expert in your corner to evaluate, recommend, and design solutions that meet your needs and grow with your business.

We provide professional computer solutions for all kinds of businesses including legal, financial, banking, real estate, insurance, marketing, and more. We know your IT headaches and how to build solutions unique to your business processes. We quickly assess and trouble-shoot any issue. Quality professional IT consulting services and solutions help your business run smoothly and position you for growth.

### Strategic Planning (IT Roadmap)

Your business is growing. Your data is exploding. Now what do you do? What are the right choices? Which is the best path to take? What technology will serve your needs now and in the long run?

Partnering with RMON Networks will allow you to engage a dedicated account manager that work with you to:

- You begin to maximize the ROI on your IT investments
- You clearly see and solve your most pressing IT challenges
- Your entire team participates in creating and owning a multi-level IT plan

Utilize Strategic Planning on a timetable that suits your business best:

Annual

#### Strategic Planning includes:

- Current Infrastructure Status
- Budgeting and Spending Analysis
- Challenges Facing Your Business
- Strategic Proposal of Technology to Meet Business Challenges
- Business Process Analysis
- Disaster Recovery/Business Continuity Planning
- Staffing Analysis
- Budget Analysis and Planning
- Market and Industry Trend Review









### **Disaster Recovery & Business Continuity Planning**

In the era of big data, businesses must be vigilant about data backup. Data loss through viruses, human error, or disaster can destroy your operations. Be sure you've got the most thorough, industry-forward backup solutions in place, so you can get back up and running as quickly possible.

RMON Networks delivers complete data file backup and disaster recovery services that diminish risk and ongoing data storage costs. Many businesses still rely on manual system backup, draining resources and introducing points of possible risk and failure. We offer cloud backup, onsite backup, or hybrid backup. We evaluate your current system, make recommendations, and design a custom solution based on your unique business operations and budget. Our Backup & Disaster Recovery services include:

- Virtualization of infrastructure
- Business continuity planning
- Managed email and filtering continuity
- Message Archiving
- Data storage and protection

If your network fails due to power outage or disaster, you want experts in your corner to get you back to business as quickly as possible. RMON Networks has the experience to help protect your data and your operations.

## **Purchasing & Procurement Services**

RMON Networks specializes in IT Procurement and partners with hardware and software vendors to deliver the right solution to meet your requirements today while providing a platform that can grow as your company grows. This is our expertise – we cut through the clutter to offer you the best possible solutions for the way you work.

Trust us to find the perfect fit. When you're looking for hardware or software solutions, RMON Networks' experience and partnerships with multiple vendors makes it easy for us to find the solution that fits your organization today and in the future. If one of our partners doesn't have the right solution you need, we seek out other providers to meet your requirements. Once the selection has been made, RMON Networks purchases and installs the equipment. We focus on technology, so you can focus on your business.







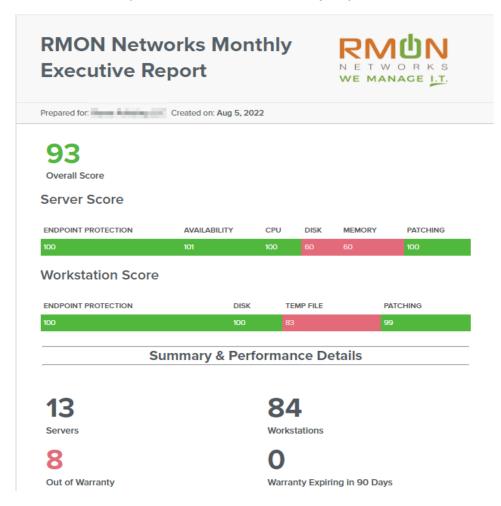


## Reporting

**Weekly Reporting**: Client will receive a cumulative weekly reporting of tickets that have transpired in the last week.

**Monthly**: On the 1<sup>st</sup> of every month, you will receive an Executive Summary that will show you the health of your network for the past 30 days at a glance.

Below is an example of the Executive Summary Report.











# **Fixed Monthly Costs**

Please note that our pricing is based on the support needs that have been outlined during our discovery meetings. Totals are used for the most accurate estimate possible at this time. If awarded the contract, RMON will perform a comprehensive network assessment at which time current totals of equipment will be reconciled.

## **RMON Standard Managed Services Plan Pricing**

	ļ	Monthly Cost	Quantity		Total Cost
RMON Services					
Physical Server	\$	150.00	1	\$	150.00
Firewall	\$	150.00	1	\$	150.00
Switch	\$	25.00	4	\$	100.00
Access Point	\$	15.00	8	\$	120.00
PCs / Laptops	\$	55.00	29	\$	1,595.00
Backup Management	\$	50.00	1	\$	50.00
		Total RMON	Service	\$	2,165.00
Client's Software, Storage and Security					
RMON Security for Business Bundle	\$	20.00	22	\$	440.00
Security Awareness Training & Phish Testing	\$	5.00	22	\$	110.00
Email Filtering	\$	2.00	4	\$	8.00
Server Endpoint Detection and Response	\$	3.60	1	\$	3.60
Business Continuity and Disaster Recovery	\$	147.60	1	\$	147.60
		Total Client's Soft	ware, Storage & Security	LS	709.20
		Monthly	Combined Total	\$	2,874.20

Please Note: Any software included in the "Client's Software, Storage and Security" section of this agreement may increase or change at any time and without notice. These software solutions are not owned by RMON Networks but procured on the client's behalf to help maintain and secure their IT environment. The costs of these solutions are issued by the manufacturer and are simply passed on to the customer and are not in the control of RMON Networks.

RMON Standard Managed Services Plan pricing is based on a per device fee. **Town of Wilmington, VT** has indicated that the above device and software counts are accurate and will be under management. In the event that the company increases the device counts then the contract will increase once the CLIENT notifies RMON Networks of the change to reflect the correct number of devices. The same is









true if there is a reduction in devices. These changes must be submitted in writing via ticket or email. The point of contact and Client Success Manager will work together to maintain device counts. RMON Standard Network Management includes remote and onsite support for all devices listed above during the hours of 8:00 am and 5:00 pm eastern time.

# **Annual and Monthly Cost**

Monthly RMON Service Cost	\$2,165.00
Annual RMON Service Cost	\$25,980.00
Client's Monthly Software, Storage and Security Cost	\$709.20
Client's Annual Software, Storage and Security Cost	\$8,510.40
Total Monthly Combined Cost	\$2,874.20
Total Annual Combined Cost	\$34,490.40

# One Time Onboarding & Setup Fee

Onboarding Fee - \$2,165.00

#### Fee includes:

Network Assessment and Audit

Discovery and inventory of current infrastructure

Discovery and inventory of current applications

Assess and gather existing licensing

Transfer Microsoft Reseller Relationship to RMON Networks

Collect all user contact information

Establish RMON point of contact(s) for security and access changes

Work with current IT vendor or resource to ensure a smooth transition

Assign a Client Success Manager

Onboarding kick-off call (meet your Client Success Manager and onboarding Engineers)

The installation of RMON tools on contracted devices

The installation of Security for Business Bundle, Security Awareness & Training, and Business Continuity and Disaster Recovery (BCDR) Solution









Meet with users on how to contact RMON support

Annual Strategic Review creation and presentation

# **Optional Services**

- Backup Storage: Determined based on your amount of data and desired solution.
  - Business Continuity and Disaster Recovery (BCDR): Town of Wilmington stated they have 250 GBs of data on their server that would need local and offsite back, along with disaster recovery services. If that is accurate, we would recommend a 2 TB BCDR device.
  - Office 365 Backup: Infinite Backup on Email, OneDrive, SharePoint and Teams -\$6.25 per user per month.
  - o Endpoint (image based) PC Backup (up to 250 GBs): \$3.00 per device.

# **Payment and Fees**

- a) Services will be billed monthly with Net 30 terms.
- b) In exchange for the Services performed by RMON, as set forth in this agreement, Customer agrees to compensate RMON at the rates identified in the fee schedule set forth in this agreement. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay all undisputed invoices within thirty (30) days of receipt thereof.
- c) In addition, Customer shall reimburse RMON its actual out-of-pocket expenses as reasonably incurred by RMON in connection with the performance of Services. Additional expenses for materials, services, training, and hardware may only be incurred by RMON and charged to Customer if prior written approval from Customer has been obtained.
- d) A late charge of \$35.00 per month, shall be added to past due billings unless Customer notifies RMON of a billing dispute in writing prior to the payment due date. Customer shall be responsible for any costs incurred by RMON in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees.

# Service Responsibility of RMON Networks, Inc.

**During standard business hours,** RMON will provide remote and/or on-site services during the following hours. If your company needs support that is outside normal business hours, please Appendix C.

Standard Business Hours are Monday through Friday from 8:00 AM to 5:00 PM









# **Holidays Observed**

New Year's Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas

It is the responsibility of the CLIENT to promptly notify RMON Networks, Inc. of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for RMON Networks, Inc. to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in **Appendix C** of this Agreement.

- If services are requested by the CLIENT outside normal business hours, RMON
  Networks, Inc. shall provide such service subject to availability of its representatives,
  according to the terms and conditions set forth in this Agreement.
- 2. RMON Networks, shall monitor, advise, and provide support services as defined in the agreement during business hours, unless otherwise specified in <u>Appendix C</u>. RMON Networks, Inc. will provide scheduled remote and onsite support services in accordance with this agreement. RMON Networks, Inc. shall have, and the CLIENT shall provide full access to the network to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in <u>Appendix C</u>.







- 3. RMON Networks shall be obligated to provide services only at the Service Sites(s) defined in this agreement as outlined in **Appendix A**. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to RMON Networks of its intention to relocate sixty (60) days in advance. RMON Networks reserves the right to renegotiate service terms with respect any relocation and/or additions of locations by the CLIENT.
- 4. If the CLIENT desires to schedule routine software or system maintenance with their support vendor and schedule an onsite or remote appointment for the support vendor to complete the required tasks and that vendor needs access to RMON Network's resources or the CLIENT's systems that are being manage by RMON Networks, the CLIENT will need to provide appropriate notice of the scheduled appointment so RMON Networks can schedule accordingly to ensure that the necessary resources are available at that time. Without proper notice, RMON Networks cannot guarantee availability.
- 5. RMON Networks is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

# **Scope of Network Support Agreement**

This Agreement is designed to provide the account with centralized proactive monitoring and IT support services for certain network systems. This agreement includes:

**LOCATION(S)**: Specific location(s) to be covered by this agreement can be found in **Appendix A**.

## **Service Limitations**

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. RMON Networks will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- 2. Manufacturer warranty parts are outside the scope of this agreement.
- 3. Periodic reboots for such devices as firewalls, routers, switches, and servers are required to apply/activate critical update patches and configuration changes.









RMON Networks support services within this agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or user support.

- 4. Virus mitigation within the scope of this agreement is predicated on satisfying recommended backup schemes and having appropriate antivirus software with current updates.
- 5. This agreement and support services herein are contingent on the CLIENTS permission of RMON Networks having secure remote access into the network.

### Warranties and Disclaimers

RMON Networks makes and the CLIENT receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall RMON Networks or any of its Directors, Employees or Other Representatives be liable for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

The client shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the network is to function.

# Indemnification

CLIENT hereby agrees to indemnify and defend at its sole expense: RMON Networks Inc., its employees, agents, representatives, directors and shareholders, from and against all claims arising out of or based upon CLIENTS use of services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CLIENT agrees to pay any judgment and cost associated with such claim.

# Opt-Out/Termination

RMON Networks, Inc. and/or CLIENT shall have the right to terminate this Agreement under any of the following conditions:

If one of the parties shall be declared insolvent or bankrupt.









- If a petition is filed in any court and not dismissed in ninety days to declare one of the party's bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the CLIENT does not pay RMON Networks Inc. within thirty (30) days from receipt of RMON Networks, Inc.'s invoices and/or otherwise materially breaches this Agreement.
- If RMON Networks Inc. fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the CLIENT shall have the right to terminate this Agreement.
- If the CLIENT does not wish to renew this agreement, the CLIENT must notify RMON Networks, in writing, 60 days prior to the agreement's expiration date. The full commitment and length of the agreement (service term) must be satisfied prior to the transition. Should the client provide less than 60 days' notice, the agreement will be extended an additional 60 days from the moment of notice, at the current rates to allow the proper amount of time and planning for the transition to occur.

Upon termination, all hardware and software installed by RMON Networks Inc. that was required to conduct network support services are the property of RMON Networks Inc. and will be surrendered and returned to RMON Networks Inc. at the end of the agreement.

## Remedies

In the event CLIENT terminates this Agreement for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by RMON Networks Inc. were last performed.

# Independent Engagement / Non-Hire

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with or be offered employment by any CLIENT during engagement and for a period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct.

CLIENT acknowledges that RMON Networks Inc. is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial









benefit and that RMON Networks Inc. would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by RMON Networks Inc. Except otherwise provided by law, CLIENT shall not, without the prior written consent of RMON Networks Inc., solicit the employment of RMON Networks Inc. personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

CLIENT agrees that RMON Networks, Inc. damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay RMON Networks Inc. an amount equal to 50% of the employee's total annual compensation, as liquidated damages and RMON Networks Inc. shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs RMON Networks Inc. would incur to identify, recruit, hire and train suitable replacements for such personnel.

# Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in all contracts currently existing or hereafter created between CLIENT and RMON Networks Inc. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below. RMON Networks Inc. acknowledges that in the course of providing services to CLIENT, RMON Networks Inc. may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. RMON Networks Inc. shall regard any and all information it receives which in any way relates or pertains to said CLIENT including its customers, consumers or employees as confidential.

RMON Networks Inc. shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law.

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by RMON Networks Inc. or which comes to its attention









during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to RMON Networks Inc.

This provision shall survive termination of this Agreement and any other agreements between CLIENT and RMON Networks Inc.

## **Insurance Coverage**

RMON Networks Inc. shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregated of \$1,000,000; worker's compensation insurance as required by law. At CLIENT's request, RMON Networks Inc. further agrees to furnish CLIENT with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CLIENT.

### **General Provisions**

- 1. Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- 2. Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- 3. Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement, which shall continue to be given full force and effect.
- 4. Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- 5. Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.









- 6. Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of New Hampshire. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of New Hampshire, in the Judicial Circuit where RMON Networks Inc. has its principle office, for resolution of all disputes and courses of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute and inconvenient forum.
- 7. Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- 8. Force Majeure: RMON Networks shall not be liable for any problems due to external causes beyond its control including, but not limited to terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.
- 9. Attorneys' Fees: In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

# **Inquiries**

If you have any questions, please contact Cassandra Rheault at crheault@rmonnetworks.com or by phone at (603) 642-4010 or by fax at (603) 642-4041. Our physical mailing address is:

RMON Networks, Inc., 2 Village Green Road, Building B, 1st Floor, Hampstead, NH 03841

#### **Term**

This Agreement shall be in effect for the duration of the below selected term.
--

1 Year Service Term Initial: ( )

Onboarding Start Date:	7/1/2025
Go Live with Services Date:	8/1/2025









## **Continuation of Services**

Town of Wilmington reserves the right to continue this agreement and these services with RMON Networks after the initial (1) one year period, for an additional two subsequent fiscal years. Should the Town of Wilmington opt to extend beyond the initial year, they must provide 60 days' notice to RMON Networks of the town's intent to extend the agreement and the agreement will automatically renew on the contract's anniversary date with a 5% increase on RMON Services, unless RMON Networks or the CLIENT affirmatively terminates it in accordance with the conditions of this Agreement.

# Acceptance:

RMON Networks Inc.	Town of Wilmington, VT
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
<b>Date:</b> 6/25/25	Date:

# **Appendix A – Contact Information**

#### **RMON Networks Contact Information**

Your account primary contact is listed below. Please contact them if you wish to make changes to or ask questions about your service agreement with us.

Name	Phone Number	Email
Cassandra Rheault	603-642-4010	crheault@rmonnetworks.com









#### **RMON Finance Contact Information**

Name	Phone Number	Email
Dianne Enaire	603-642-4010	Denaire@rmonnetworks.com

#### **Client Information**

The primary CLIENT contact is:

Name: Scott Tucker

Title: Town Manager

Location: 2 East Main Street, PO Box 217, Wilmington, VT 05363

Phone Number: 802-464-8591 x 123

Email Address: stucker@wilmingtonvt.us

Changes to the agreement may only be requested by the persons named above. It is the responsibility of the CLIENT to notify RMON Networks Inc. of any changes to the contact person.

#### **Client Finance Contact Information**

Name	Phone Number	Email
TBD		

## This agreement covers the following CLIENT locations:

	Address	Phone	Contact	Available Support
1.	. Town Hall: 2 East Main Street, PO Box 217, Wilmington, VT 05363	802-464-8591	Scott Tucker	Onsite and Remote
2.	. Police & Fire: 40 Beaver Street, Wilmington, VT 05363	802-464-8593	Matthew Murano	Onsite and Remote









# Appendix B - Device Identification & Preventative

### Checklist

This agreement is based on the following information agreed upon by you. Any changes to this information requires an updated service agreement.

#### Devices supported by this agreement

The following devices are covered by this agreement:

Services Mgt.	Server (P+V)	Firewall	•	PCs Laptops	Switches	Access Points	Employees
All Locations	1	1	1	29	4	8	22

Since part of this service agreement includes device support, CLIENT is responsible for informing RMON Networks, Inc. of changes to the number of devices within five (5) business days.

Under this agreement, the CLIENT is entitled to support as defined in the Program Description. Any additional devices added to or removed from the program will have an incremental cost per month per device.

The CLIENT is responsible for notifying RMON Networks of any changes so RMON Networks can reflect the correct number of devices. These changes must be submitted in writing via ticket or email. The point of contact and Client Success Manager will work together to maintain device counts.

## Appendix C- Help Desk

#### **Contacting RMON Networks Support During Business Hours**

The RMON Networks Inc. Help Desk provides a point of escalation for you when you have an IT issue or question. RMON Networks staff are available by phone during business hours to assist you. The Help Desk may also be contacted via email or client access portal. Please note:









All service requests submitted by email or client access portal will default to a medium severity.

#### **Contacting RMON Networks Support After Hours**

- If your company's contract with RMON Networks is for Standard Managed Services and business hours support (8:00 am – 5:00 pm EST) and an emergency request is made after hours, the support technician will need authorization from your company's point of contact to proceed. Please see the rate card for an explanation of rates that apply.
- E-mails sent to RMON Networks *outside* of normal business hours are not routinely monitored and you may not receive a response until the following business day.

If you are experiencing an issue with the severity level of: Critical, High, or Medium and need to contact RMON Networks support outside of regular business hours, please follow the steps below.

- 1. Call the RMON Network's help desk phone number: 603-257-5050.
- 2. Select option #1: "If you are a current RMON Networks client seeking support, please press 1 now."
- 3. In the next menu, also select option #1: "If you are calling with an emergency, for example, a critical business server is down, please press 1 now."
- 4. Call will then ring to a voicemail box.
- 5. Please leave a voicemail message with:
- 6. Your first and last name
- 7. Account you are calling about
- 8. Brief description of the issue
- 9. A call back number for you
- 10. The on-call technician will be notified of your voicemail message.
- 11. Our on-call technician will call you back within **1 hour** of the time your voicemail message was recorded

## **Emergency Support**

The core program enables access to emergency support services. Should your organization require support outside standard business hours, you can contact the Help Desk to report the issue. RMON Standard Managed Services will investigate the issue and act appropriately.









# Appendix D - Monthly Pricing Structure

The cost of the RMON Managed Services program is based upon several key factors:

1. Based program cost that includes monitoring of devices. These devices have been identified in Appendix B that will require maintenance and support.

#### **Rate Card**

The rate card is displayed so that the customer knows RMON Networks' hourly rate. These rates would be used for After Hours support, projects, or something other than normal support that is described in this proposal.

Time of Service	Rates
Standard Business Hours	Engineer 0: \$115/hr. Engineer 1: \$150/hr.
Monday – Friday, 8:00 AM – 5:00 PM	Engineer 2: \$185/hr. Engineer 3: \$225/hr.
After Hours	5 0 ¢472 50 /l .
Monday – Friday, 5:00 PM – 11:00 PM	Engineer 0: \$172.50/hr. Engineer 1: \$225.00/hr.
Saturday - 8:00 AM to 5:00 PM	Engineer 2: \$277.50/hr. Engineer 3: \$337.50/hr.
Overnight	Engineer 0: \$230.00/hr. Engineer 1: \$300.00/hr.
Monday – Friday, 11:00 PM – 8:00 AM	Engineer 2: \$370.00/hr.
Saturday - 5:00 PM – Monday 8:00 AM	Engineer 3: \$450.00/hr.
Holidays	Engineer 0: \$230.00/hr. Engineer 1: \$300.00/hr.
	Engineer 1: \$300.00/hr.
	Engineer 3: \$450.00/hr.
New System Deployments or Replacements	\$120.00 per hour for clients under contract





