

Wilmington Selectboard Agenda

August 19, 2025

1. Visitors, Public Comments, Possible Changes to the Agenda
2. Approve minutes of July 15 and 21, 2025 (2 minutes)
3. Action Items (5 minutes)
 - *The Selectboard to possibly approve joining the Purdue National Opioids Settlement*
 - *The Selectboard to possibly approve a quote from All State to pave Shearer Hill Rd.*
 - *The Selectboard to possibly appoint a Health Officer*
4. Senator Seth Bongartz legislative discussion.
5. Lake Raponda Dam Update (15 minutes)
 - *MSK Engineering to give an update on the Lake Raponda Dam project.*
6. Planning Commission (10 minutes)
 - *The Selectboard to accept the proposed zoning ordinance from the planning commission.*
 - *The Planning Commission to give their recommendation for acting Zoning Administrator and the Selectboard to possibly approve.*
7. Memoria Hall (10 minutes)
 - *The Selectboard to possibly accept a bid for the floodproofing and electrical work at Memorial Hall.*
8. Sewer & Water Commission (15 minutes)

The sewer commission to possibly approve the following allocations;

 - *85 West Main Street – Leinonen. Final allocation needed for 1 bedroom (140 gallons).*
 - *Fairview Ave – Stay Mount Snow LLC (Buono). Final allocation for 6-bedroom (840 gallons) triplex house and a connection permit.*
 - *35/37 West Main Street – Marzelli. Final allocation for 2 bedroom (240 gallons) single family house and a connection permit.*
 - *29 Ray Hill Road – Heilmann. Final allocation needed for 3 bedroom (420 gallons) for two apartments.*
 - *24 West Main Street – Christo. Final allocation needed for 8 restaurant seats (240 gallons).*
 - *5 North Main Street – Suddell. Final allocation needed for additional 2 bedrooms (230 gallons) for short term rental building.*
 - *The sewer commission to possibly approve the sewer rates for FY26*
 - *The water commission to possibly approve the water rates for FY26*
9. Liquor Commission (5 minutes)
 - *The Liquor Commission to possibly approve a Request to Cater for WI Foster for an event on 8/30 from 2–5:30 pm at Chimney Hill Clubhouse and on 9/6 from 4:30–10 pm at Brook Bound.*
10. Wilmington Revolving Loan Fund
 - *The Selectboard to possibly approve the amended Revolving Loan Policy.*
11. Other Business/Correspondence
12. Select Board Members Comments
13. Town Manager's Updates (5 minutes)

14. Executive Session

- *The Selectboard to possibly enter into executive session to discuss a Revolving Loan Application.*
- *The Selectboard to possibly approve a Revolving Loan Application.*

Wilmington Selectboard Meeting Minutes

July 15, 2025

Present: Tom Fitzgerald, Vince Rice, Tony Tribuno, Charlie Foster, John Lebron

Others Present: Scott Tucker, Jessica Archambault, Matt Murano, Marshall Dix, Christine Richter, Walt White, Mike Linnehan, Scott Moore, John Lazelle, Todd Stewart, Alan Davis, Sam Kondracki, Cearra O'Hern-DVN

Meeting called to order at 6:00 pm

1. Visitors, Public Comments, Possible Changes to the Agenda
 - Under other business set a date and time for a dog complaint hearing.
2. Approve minutes of June 17, 2025
 - Rice moved to approve the minutes of June 17, 2025, Foster second; 4-0, Tribuno abstained.
3. Action Items
 - Fitzgerald moved to approve a Client Resolution with M&T Bank, Rice second; all in favor.
 - Foster moved to accept the boat and trailer gifted to the Fire Dept from the Fire Assoc, Rice second; all in favor.
4. Police Dept
 - Rice moved to approve the updated Whitingham Policing Contract, Tribuno second; all in favor.
 - Tribuno moved approve the purchase of new tasers from Axon Enterprises in the amount of \$37,440, Rice second; all in favor.
5. 1% Local Option Tax Request
 - Fitzgerald moved to approve a 1% request from the Veterans Memorial Park in the amount of \$165,628 to finish building the park, Tribuno second; all in favor.
6. IT/Cyber Security
 - Fitzgerald moved to accept the bid from RMON for IT and Cyber Security services, Rice second; all in favor.

Entered into Liquor Commission at 6:37 pm

7. Liquor Commission

The Liquor Commission to possibly approve

- Tribuno moved to 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 and a Special Event Permit for Cold Spring Spirits for an event at the Wilmington Inn on 7/21/25 from 5-9 pm, Rice second; 4-0, Foster abstained.
- Foster moved to approve a Limited Event Permit for La Casita at the Blueberry Block Party on 8/2/25 from 4-9 pm and an Open Container Exemption Permit for South Main St from the intersection at Rt 9E up to Beaver St for La Casita and Vermont Distillers on 8/2/25, Tribuno second; all in favor.

Out of Liquor Commission at 6:41 pm

8. Other Business/Correspondence

- Vicious dog complaint hearing; if all parties can be notified this week, we would like to hold it on 6/21. This will follow the special meeting to set the tax rate at 11:30.

9. Select Board Members Comments

- Foster; new GM of Hermitage will be coming in August. Chamber is looking for a new executive director.
- DVN has changed hands.

10. Town Manager's Updates

- VHB is working on their scoping study. The history of Bank Park was given to them.
- Jessica A and Christine have been working in the Assessor's Office to get the grand list and grievance done.
- Senator Seth Bongartz will visit next month.
- MERP Grant; MH window audit done.

11. Executive Session

- Fitzgerald moved to find that premature general public knowledge of the real estate purchase and personnel matters would put the town at a substantial disadvantage, all in favor.
- Fitzgerald moved to enter into executive session at 7:12 pm, to include the town manager and police chief, for the purpose of discussing a real estate purchase and a personnel matter, all in favor.

Out of executive session at 8:28 pm; no action taken.

Meeting adjourned at 8:30 pm

Respectfully submitted,
Jessica Archambault

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

Wilmington Selectboard Meeting Minutes July 21, 2025

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

Others Present: Scott Tucker, Jessica Archambault, Kaylie Cadorette, Andrew Wolfson, Christine Richter, Matthew Murano, Jessica Roberts, Cearra O'Hern, Therese Lounsbury, Robbie Lordi

Meeting called to order at 11:30 am

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

2. 2025 Tax Rate

- The tax rate is .5403, up .06 from last year. With the education rate; homestead 1.3136 and non-homestead 1.3485, the total rates are 1.8550 and 1.8899, respectively. Rice moved to approve the 2025–2026 municipal tax rate, Tribuno second; all in favor.
- Homestead filing rates: if a homeowner files a homestead incorrectly and there is no tax advantage, the town can charge up to 3%; if there is a tax advantage for the property owner, the town can charge up to 8%; we currently charge 4%. Tribuno moved to accept the 3% and 4% penalty fees based on the statute, Lebron second; all in favor.

3. Vicious Dog Hearing called to order at 11:45 am

Oath given to Robbie Lordi, Andrew Wolfson, Officer Cadorette, and Town Health Officer Jessica Roberts. Exhibits A, B, C D, E, F, G, H as follows– 3 pictures of wound, hospital visit summary, complaint form, Wilmington Police report, updated statement of Andrew Wolfson, 2 photos of Pearl's (dog) teeth.

- Testimony of complainant Andrew Wolfson: concern for rabies for Pearl (dog), rabies for Derek (dog); and provided an updated statement. He has been advised by medical personnel to take the rabies vaccine, since records of both dogs have not been received. He is immuno-compromised, so it is a large undertaking. Wolfson is suffering from some mental issues from the incident and may have to consider seeking treatment for it. He described walking down Cornell Way when two dogs ran up to him and jumped at him; one latched onto his arm. He doesn't think the dog that is being named (Dereck) mostly in the paperwork is the one that bit him. The dog that bit him was a monochromatic tan dog with a Pitbull look. The other dog had more black/brown coloring mixed in with less Pitbull. He called 911 from home; Deerfield Valley Rescue came and saw him along with police. Afterwards, he drove to Brattleboro Hospital to be seen. He is hoping to get confirmation on vaccinations. Wolfson would like to see both dogs euthanized, as they are a danger to those around them; confirmation of euthanizing to be provided. Or both dogs relocated and impounded, chained/muzzled at all times. Mr. Lordi said one dog is scheduled to be euthanized in two weeks due to dementia; would like confirmation that has happened. Neither dog is licensed with the town; they should be licensed with the town. He feels he should be reimbursed for all medical, out-of-pocket and other reasonable expenses.
- Testimony of dog owner Robbie Lordi: He has been in town since September. He was also afraid for Andrew when he saw what was happening. He is positive that it was Derek that attacked Andrew. He saw Derek bite Andrew and he had to pull Pearl off of Derek, to get him off of Andrew. He split dogs with his girlfriend when they split and she lives in Texas. He plans to euthanize Derek due to his dementia. He has a system, in terms of handling the

dogs, which is why the neighbors haven't seen the dogs since he moved in. The system failed that day. Pearl is missing her k-9's and some other teeth. Derek's rabies certification was submitted to the police dept and he left a copy on Andrew's door. He has had no other complaints about the dogs.

- Testimony of Officer Cadorette: Due to how worked-up Mr. Wolfson was on 9-1-1, dispatch didn't want to send Rescue alone. Ofc. Cadorette spoke with both parties and Mr. Lordi was very forthcoming; Lordi told the officer that Pearl was trying to pull Derek off of Andrew when he arrived. She misinterpreted what he had said regarding Derek's euthanizing statement. She thought he had an appointment, but he has plans to make one. He is looking for an in-home vet. She has not issued any tickets or violations at this time. She does believe that Derek is the one that bit the victim and that his rabies vaccine is current.
- Chief Murano stated that after the hearing is complete, the police dept will determine if any civil violations occurred under the animal ordinance. Euthanizing the animal is probably best for the first dog. He would consider both dogs behavior concerning and some controls should be put in place for the second dog.
- Testimony of Health Officer, Jessica Roberts: she took a statement from both parties and had a hard time determining which dog bit the victim.
- Selectboard Comments/Discussion: Mr. Lordi will submit pictures of the dog when he gets home.

Hearing closed at 12:51 pm and the Selectboard went into deliberative session.

Respectfully submitted,
Jessica Archambault

Approved by the Wilmington Selectboard:

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

WILMINGTON TOWN, VT
Reference Number: CL-1752742

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Vermont, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims
- The *Participation Form Addendum to Reallocate Payment to the Vermont Abatement Account Fund*

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

If you prefer to allocate your share of the settlement fund to the Vermont Opioid Abatement Account Fund, you must sign both the enclosed Participation Form and the Participation Form Addendum.



Date _____

August 11, 2025

Dear VT Department of Health and Wilmington Select Board Members,

I am writing to resign as Wilmington's Town Health Officer, effective September 1, 2025, which will be my last day of work as THO. I will not seek reappointment.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jessica Roberts', written over a circular stamp.

Jessica Roberts



FOR OFFICE USE ONLY

Beginning Date: _____

Expiration Date: _____

Resignation Date: _____

Entered: _____

Town Health Officer Recommendation Form

This is a: ☐ New Appointment ☐ Re-appointment

Is a resignation letter needed from previous Health Officer? ☐ Yes ☐ No

Start Date: _____ Town/Municipality: _____

County: _____ Full Name: _____

Home Delivery Address: _____
(DO NOT USE the Town Clerk Office or a Business for your Home Address)

Street Address for UPS Deliveries: _____

Email Address: _____

Telephone(s): W: _____ H: _____ Cell: _____

Education: High School ____ College ____ Other (list) _____

Professional Degree: ____ (e.g. MD, RN, DVM, DDS) Occupation: _____

Please give a brief statement noting why the select board believes the recommended individual will make a good Health Officer:

Signed: _____
Chair of the Select Board Date

Print Name: _____

Return completed recommendation form to:
VT Department of Health / Environmental Health
108 Cherry Street • PO Box 70
Burlington, VT 05402



Town Health Officer Oath / Affirmation

In taking actions as a Local Health Officer under the authority of 18 VSA Chapters 3 and 11, I do solemnly swear/affirm that I will be true and faithful to the State of Vermont, and that I will not, directly or indirectly, do any act or thing injurious to the Constitution or Government thereof, so help me God (oath)/under the pains and penalties of perjury (affirmation).

I do solemnly swear/affirm that I will faithfully execute the office of Local Health Officer for the municipality named below and therein do equal right and justice to all persons, to the best of my judgment and ability, according to law, so help me God (oath)/under the pains of penalties of perjury (affirmation).

(Signature)

(Name Printed)

Local Health Officer for the Municipality of

State of Vermont

County of _____, SS.

Subscribed & sworn/affirmed before me this ____ day of _____ in the year ____.

Notary Public

BID FORM

A. PROJECT

Town of Wilmington – Memorial Hall Floodproofing

B. THIS BID IS SUBMITTED TO:

Town of Wilmington
c/o Scott Tucker
2 East Main Street
PO Box 217
Wilmington, VT 05363

SUBMITTED BY:

GPI CONSTRUCTION INC.
(NAME OF CONTRACTOR)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents. Furthermore, the bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with any other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. This project is subject to Davis-Bacon Wage Rates. The Wage Decision for this project is attached to the Instructions to Bidders.
4. The Owner reserves the right to reject any or all bids.
5. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

ADDENDUM #1 - 7/21/25

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work; to include the fact that there is no parking associated with the building, although dropping-off materials may be offered with approval of the abutting property owner, and parking on the street for up to two trucks may be provided with the use of traffic cones. The building may still be in use during construction hours.
- c. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- i. BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter.
- j. BIDDER provides evidence of insurance meeting insurance requirements at time of bid or commits to upgrading insurance to meet project requirements at time of the agreement at no additional costs. BID cost includes all insurance requirements, except the Builders Risk Policy which has been requested as an Alternate.

6. The Bidder will complete the work in accordance with Contract Documents for the following prices:

TOTAL BID:

TOTAL BASE BID (IN WORDS): One Hundred Eighteen Thousand

Three Hundred Fifty Five Dollars

TOTAL BASE BID (IN FIGURES):

\$ 118,355

The total price shall be to complete all work described in contract documents and specifications. The unit prices will be used to determine change order prices for changes to scope of work that are approved by the owner and engineer.

7. Alternates: If an Alternate is selected by the Owner, the Bidder proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount.

a. Optional Alternate #1 – Provide BUILDERS RISK policy for this project
INCREASE base bid by:

\$ NO BID - UNABLE TO OBTAIN PRICING.

8. Communications concerning this Bid shall be addressed to:

Ham Hodgman PE, Hodgman Engineering & Permitting, Plc
Via email at hodgmanengineering@gmail.com

9. Time. The bidder proposes to the following dates

A. Proposed Starting Date: 2/1/26

B. Proposed Date of Substantial Completion: 4/15/26

10. Sub-Contractors to be used:

VALLEY CONCRETE.

11. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

Submitted on August 7, 2025.

Name: Joseph Fortier, President.



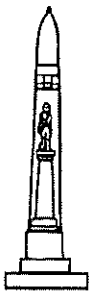
Company: GPI Construction Inc.

Business Address: 436 Canal Street, Suite 101

Brattleboro, VT 05301

Phone No: 802-257-7839

End of Bid Form



ELECTRICAL CONTRACTORS
INDUSTRIAL -- COMMERCIAL -- RESIDENTIAL WIRING
FIRE ALARM & SECURITY SYSTEMS-GENERATORS
PHONE/DATA-BUCKET TRUCK SERVICE

Flynn Electric, Inc. dba
Monument Electric

P.O. Box 968
Bennington, VT. 05201

Phone: 802-447-0784
Fax: 802-447-8634
ed@monumentelectric.net
office@monumentelectric.net

Town of Wilmington
Re: Memorial Hall

Gentlemen – I am submitting my bid form to perform the Electrical Service upgrade as part of the Memorial Hall Floodproofing project per specifications from Hodgman Engineering & Permitting, LLC.

Please note the following:

1. Along with the Bid Form I am also including a current Certificate of Insurance.
2. My insurance carrier is unable to provide a "Builders Risk" insurance policy for this project.
3. My proposal DOES include a \$950.00 allowance for having a "backerboard" installed, per Addenda #1. This work will be done by Joslin Construction – Certificate of Insurance available upon request.
4. There is a question of height of utility meter AFG in needing to meet NEC and plans as specified.

I'm also providing a "rough" planned timeline for this project.

Pre-work: have backerboard installed and preliminary test hole drilled for service entrance cable [SER]. Verify correct meter height AFG.

Day 1: Install meter/disconnect, conduit and wire on outside of bldg.. We will use our bucket truck to do this portion of work. Begin running SER cable inside the bldg to new breaker panel location.

Day 2: Complete SER cable install and install new breaker panel, start prep existing breaker panel for removal, electrical inspection for energizing new service.

Day 3: Have new energized service, install trough, run cable extensions.

Day 4: Remove existing breaker panel and swap over circuits, re-route conduits.

Day 5: Labeling, cleanup, misc., Final electrical inspection.

This is a projected scenario only and work may or may not happen in this order or on successive days. If you have any questions please contact my office.

Thank you
Edward Flynn,
Monument Electric

BID FORM

A. PROJECT

Town of Wilmington – Memorial Hall Electrical

B. THIS BID IS SUBMITTED TO:

Town of Wilmington
c/o Scott Tucker
2 East Main Street
PO Box 217
Wilmington, VT 05363

SUBMITTED BY:

Monument Electric
(NAME OF CONTRACTOR)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents. Furthermore, the bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with any other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. This project is subject to Davis-Bacon Wage Rates. The Wage Decision for this project is attached to the Instructions to Bidders.
4. The Owner reserves the right to reject any or all bids.
5. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addenda #1

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work; to include the fact that there is no parking associated with the building, although dropping-off materials may be offered with approval of the abutting property owner, and parking on the street for up to two trucks may be provided with the use of traffic cones. The building may still be in use during construction hours.
- c. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

- h. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
 - i. BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter.
 - j. BIDDER provides evidence of insurance meeting insurance requirements at time of bid or commits to upgrading insurance to meet project requirements at time of the agreement at no additional costs. BID cost includes all insurance requirements, except the Builders Risk Policy which has been requested as an Alternate.
6. The Bidder will complete the work in accordance with Contract Documents for the following prices:

TOTAL BID:

TOTAL BASE BID (IN WORDS):

Sixteen Thousand Dollars

TOTAL BASE BID (IN FIGURES):

\$16,000.00

The total price shall be to complete all work described in contract documents and specifications. The unit prices will be used to determine change order prices for changes to scope of work that are approved by the owner and engineer.

7. Alternates: If an Alternate is selected by the Owner, the Bidder proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount.

a. Optional Alternate #1 – Provide BUILDERS RISK policy for this project
INCREASE base bid by:

\$ Not Available

8. Communications concerning this Bid shall be addressed to:

Ham Hodgman PE, Hodgman Engineering & Permitting, PLLC
Via email at hodgmanengineering@gmail.com

9. Time. The bidder proposes to the following dates

A. Proposed Starting Date:

10/1/25

B. Proposed Date of Substantial Completion:

10/31/25

10. Sub-Contractors to be used:

Joslin Construction - Backboard Installation/Siding

11. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

Submitted on _____, 20____.

Name: Edward J Flynn

Company: Monument Electric

Business Address: PO Box 968

Bemington VA 05201

Phone No: 702-447-0784

End of Bid Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302		CONTACT NAME: Cecelia Towslee PHONE (A/C, No, Ext): (802) 251-3774 E-MAIL ADDRESS: ctowslee@therichardsgrp.com FAX (A/C, No): (802) 254-7110	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MMG Insurance Co	15997
INSURED Flynn Electric Inc dba Monument Electric PO Box 968 Bennington VT 05201		INSURER B: Wesco Insurance Company, Wesco, 25011, A+	25011
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SC13250003	02/22/2025	02/22/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KA13250004	02/22/2025	02/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			KU13250003	02/22/2025	02/22/2026	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WWC3761245	02/22/2025	02/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Wilmington PO Box 217 Wilmington VT 05363	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cecelia Towslee</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

August 19, 2025
Town of Wilmington Water District
PO Box 217
Wilmington VT 05363
Billing: 802-464-8591; Utility Servicing : 802-258-7445
crichter@wilmingtonvt.us

Dear Customer,

Effective July 1, 2025, rates will be adjusted as listed below to cover the operating costs of the water district. Billing is three times a year at this time.

Rate Code	2022	2023	2024	2025
R1: Single-family Home	\$ 97.50	\$ 130.00	\$ 130.00	\$ 170.00
R2: Small Non-Profit	\$ 49.92	\$ 66.56	\$ 66.56	\$ 87.50
C2: Small Commercial	\$ 195.00	\$ 260.00	\$ 260.00	\$ 340.00
C3: Large Commercial	\$ 330.33	\$ 440.44	\$ 440.44	\$ 575.00
S1: Sprinklers	\$ 2.86	\$ 2.86	\$ 2.86	\$ 3.00
Usage	\$ 8.65	\$ 8.65	\$ 8.65	\$ 10.00

The Water Commissioners hold meetings on the first and third Tuesday of each month at the Wilmington Town Hall. The rates were voted at their meeting on August.

Any further questions should be directed to the billing phone or email bolded above.
Thank you kindly,

Christine Richter, Finance Officer

Rate Code Water Classifications

Single Family Home – Residence for one family, no rental units or commercial use

Small Non-Profit – Churches, Food Pantry, Historical Society, Masonic Hall

Small Commercial – Single Family w/apart, Retail less than 2000 sq ft, Office w/ 6 or fewer employees, short-term rentals

Large Commercial – Retail over 2000 sq ft, residential w/3 units or more, restaurants, car wash, laundromats

	A	B	C	D	E	F	G	H	I
1	Wastewater	Budget FY24	Actual FY24 Actual	Budget FY25	Actual FY25 Actual	Budget FY26	FY25 to FY26 % Change	FY25 to FY26 Change	Comments
2									
3	Revenues								
4	Sewer Rents Income	419,256.00	436,518.19	442,428.00	434,246.68	444,590.00	0.49%	2,162.00	
5	Misc Income	0.00	21.00	0.00	0.00	0.00	#DIV/0!	0.00	
6	Investment Interest	100.00	4,299.48	100.00	425.30	1,000.00	900.00%	900.00	
7	Penalties	3,000.00	3,180.45	3,000.00	447.11	0.00	-100.00%	(3,000.00)	
8	Interest on Delinq. Rent	5,000.00	3,193.85	3,000.00	1,313.71	3,000.00	0.00%	0.00	
9	Surplus	61,500.00	0.00	20,000.00	0.00	35,000.00	75.00%	15,000.00	
10	Total Revenues	488,856.00	447,212.97	468,528.00	436,432.80	483,590.00	3.21%	15,062.00	
11									
12									
13	Expenditures								
14	Chief Operator	76,314.00	76,314.17	80,130.00	80,129.92	84,136.00	5.00%	4,006.00	
15	Overtime	2,295.00	1,709.20	2,295.00	1,837.62	2,295.00	0.00%	0.00	
16	General Fund Administ.	5,190.00	5,190.00	5,450.00	5,450.00	5,625.00	3.21%	175.00	
17	Operator	56,430.00	56,430.45	59,252.00	59,259.21	62,215.00	5.00%	2,963.00	
18	Employee Benefits								
19	Social Security	10,191.00	9,968.06	10,700.00	10,451.93	11,390.00	6.45%	690.00	
20	Workers Comp.	7,500.00	7,427.50	8,612.00	8,189.38	9,045.00	5.03%	433.00	
21	Health Insurance	70,000.00	64,493.61	77,000.00	82,049.98	84,390.00	9.60%	7,390.00	
22	Retirement	8,992.00	9,165.56	9,925.00	10,002.56	10,795.00	8.77%	870.00	
23	Disability/Life Ins	550.00	558.51	550.00	577.38	550.00	0.00%	0.00	
24	Child Care Tax	0.00	0.00	650.00	541.12	655.00	0.77%	5.00	
25	UTILITIES								
26	Electricity/Heat	30,000.00	27,627.93	30,000.00	30,258.01	30,000.00	0.00%	0.00	
27	Office/ Cleaning Supplies	1,300.00	1,146.26	1,300.00	1,284.49	1,400.00	7.69%	100.00	
28	Telephone/Pagers	5,500.00	6,260.59	5,750.00	5,314.02	6,500.00	13.04%	750.00	
29	Property/Vehicle Insuranc	7,100.00	7,879.06	8,670.00	8,677.98	9,100.00	4.96%	430.00	
30	Water Rent	3,750.00	4,827.57	4,000.00	5,226.47	5,000.00	25.00%	1,000.00	
31	Building/Equip Maint	11,000.00	7,819.46	11,000.00	9,187.82	11,000.00	0.00%	0.00	
32	Safety Equipment	1,500.00	745.21	1,500.00	1,268.23	1,500.00	0.00%	0.00	
33	Operation & Maint.								
34	Engineering Consultant	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00%	0.00	
35	Chemicals	5,000.00	6,242.16	6,000.00	7,302.18	6,500.00	8.33%	500.00	
36	Truck & Equip fuel	2,000.00	1,699.50	2,750.00	1,687.19	2,500.00	-9.09%	(250.00)	
37	General Operating	1,750.00	1,293.91	2,000.00	1,769.52	2,000.00	0.00%	0.00	
38	Collection System Maint.	3,000.00	423.22	3,000.00	2,006.62	3,000.00	0.00%	0.00	
39	New/Replacement Equipment	5,000.00	4,743.12	5,000.00	1,641.48	5,000.00	0.00%	0.00	
40	Sewer Testing	7,500.00	5,415.00	10,000.00	4,965.00	7,500.00	-25.00%	(2,500.00)	
41	Training	1,000.00	554.03	1,000.00	989.21	1,000.00	0.00%	0.00	
42	Truck/Tractor Maint	3,000.00	2,768.80	3,000.00	3,224.64	3,000.00	0.00%	0.00	
43	BIOSOLIDS MANAGEMENT								
44	Compost/Bio Testing	2,000.00	950.00	2,000.00	1,175.00	2,000.00	0.00%	0.00	
45	Composting Expense	7,500.00	5,171.00	7,500.00	10,784.05	6,000.00	-20.00%	(1,500.00)	
46	Capital Reserve Account	79,000.00	79,000.00	35,000.00	35,000.00	35,000.00	0.00%	0.00	

	A	B	C	D	E	F	G	H	I
1	Wastewater	Budget FY24	Actual FY24 Actual	Budget FY25	Actual FY25 Actual	Budget FY26	FY25 to FY26 % Change	FY25 to FY26 Change	Comments
47	Sewer Bond Payment	73,494.00	73,494.00	73,494.00	73,494.00	73,494.00	0.00%	0.00	
48	Total Expenses	488,856.00	469,317.88	468,528.00	463,745.01	483,590.00	3.21%	15,062.00	
49									
50									
51									
52							ECUs		
53						FY26	726.73	611.77	Keep at \$625
54						FY25	707.57	625.00	
55						FY24	699.9	607.50	
56						FY23	688	607.50	
57						FY22	686	595.00	
58						FY21	686	566.00	
59						FY20	690	466.00	
60						FY19	690.8	496.56	

	A	B	C	D	E	F	G	H	I
1	Water Department	Budget FY24	Actual FY24 Actual	Budget FY25	Actual FY25 Actual	Budget FY26	FY25 to FY 26 % Change	FY25 to FY26 Change	Comments
2	Water Rents Income	310,245.00	324,948.37	313,070.00	316,771.94	398,964.00	27%	85,894.00	
3	Sprinklers Income	2,200.00	1,814.67	2,200.00	2.89	0.00	-100%	(2,200.00)	
4	Curb Service Income	200.00	0.00	200.00	0.00	200.00	0%	0.00	
5	Misc Revenue	0.00	4,845.54	0.00	692.37	0.00	#DIV/0!	0.00	
6	FEMA Reimbursement	0.00	0.00	0.00	65,610.67	0.00	#DIV/0!	0.00	
7	Planning Grant/Loan	0.00	0.00	0.00	14,355.00	0.00	#DIV/0!	0.00	
8	Interest Income	400.00	3,360.99	800.00	3,586.93	1,000.00	25%	200.00	
9	Interest on Water Service	1,000.00	1,301.60	1,400.00	2,371.98	1,400.00	0%	0.00	
10	Surplus	39,000.00	0.00	45,000.00	0.00	30,000.00	-33%	(15,000.00)	
11	Total Revenues	353,045.00	336,271.17	362,670.00	403,391.78	431,564.00	19%	68,894.00	
12									
13	Expenditures								
14	Labor								
15	Operator	77,380.00	77,046.24	81,250.00	80,753.76	85,312.00	5%	4,062.00	Payout \$12,125 estimated
16	Overtime	2,295.00	1,966.39	2,295.00	1,563.84	2,295.00	0%	0.00	
17	General Fund Admin	5,190.00	5,190.00	5,450.00	5,450.00	5,614.00	3%	164.00	
18	Assistant Operator	23,000.00	20,890.41	26,375.00	19,845.12	53,115.00	101%	26,740.00	
19	Benefits								
20	FICA/MEDI expense	7,855.00	7,488.46	8,231.00	7,766.79	10,770.00	31%	2,539.00	
21	Worker's Comp	6,000.00	4,021.51	5,000.00	4,514.29	6,000.00	20%	1,000.00	
22	Health Insurance	35,000.00	26,102.10	37,500.00	26,997.05	60,000.00	60%	22,500.00	
23	Retirement	6,775.00	5,260.72	7,107.00	5,727.64	10,250.00	44%	3,143.00	
24	Disab insurance	370.00	434.16	375.00	436.80	450.00	20%	75.00	
25	Child Care Tax	0.00	0.00	500.00	336.60	620.00	24%	120.00	
26	Utilities								
27	Electricity	1,795.00	2,000.83	2,100.00	1,605.50	2,100.00	0%	0.00	
28	Office Supplies	100.00	237.33	75.00	753.85	250.00	233%	175.00	
29	Telephone	360.00	359.40	360.00	359.40	852.00	137%	492.00	Added another cellphone
30	Property Insurance	1,300.00	1,778.76	2,330.00	2,799.14	3,268.00	40%	938.00	
31	Rent/Heat	4,000.00	1,081.65	4,000.00	2,115.42	3,000.00	-25%	(1,000.00)	
32	Contract Services								
33	Engineering	2,000.00	0.00	2,000.00	0.00	1,000.00	-50%	(1,000.00)	
34	Contract Labor	5,000.00	6,457.95	5,000.00	7,076.96	7,000.00	40%	2,000.00	HACH contract est \$5,200
35	Plowing	200.00	0.00	200.00	0.00	200.00	0%	0.00	Joe Boyd
36	Operation & Maintenance							0.00	
37	Chemicals & Supplies	25,000.00	29,440.63	20,000.00	22,794.04	30,000.00	50%	10,000.00	\$19,000 Filters
38	Mileage	6,000.00	5,743.85	6,000.00	5,693.29	6,000.00	0%	0.00	
39	Association Fees	285.00	295.00	295.00	207.50	295.00	0%	0.00	
40	Permits	2,000.00	2,065.39	2,000.00	2,000.54	2,100.00	5%	100.00	
41	Testing	4,000.00	2,950.00	4,000.00	2,385.00	4,000.00	0%	0.00	
42	Misc	0.00	4,487.38	0.00	2,328.69	0.00	#DIV/0!	0.00	dehumidifier
43	Advertising	100.00	68.00	100.00	102.00	100.00	0%	0.00	

	A	B	C	D	E	F	G	H	I
1	Water Department	Budget FY24	Actual FY24 Actual	Budget FY25	Actual FY25 Actual	Budget FY26	FY25 to FY 26 % Change	FY25 to FY26 Change	Comments
44	FEMA Expenses	0.00	0.00	0.00	56,157.68	0.00	#DIV/0!	0.00	Access road
45	Bond Payment								
46	Water Bond Payment	41,711.00	41,710.68	43,350.00	43,349.91	45,054.00	4%	1,704.00	
47	Water Loan 2 Repayment	24,121.00	24,120.33	24,120.00	24,120.33	24,120.00	0%	0.00	
48	Interest Expense	21,208.00	21,207.57	19,536.00	19,536.13	17,799.00	-9%	(1,737.00)	
49	Capital Account	50,000.00	50,000.00	53,121.00	53,121.00	50,000.00	-6%	(3,121.00)	
50	Total Expenditures	353,045.00	342,404.74	362,670.00	399,898.27	431,564.00	19%	68,894.00	

Wilmington Revolving Loan Program Policy

The Town of Wilmington's Revolving Loan Program is designed to help new or existing businesses start up or relocate in the Town; as well as help businesses that are already in Town to expand. The purpose of this loan program is to help create jobs or to help maintain existing jobs. This funding can be used for different purposes including, but not limited to; the purchase of machinery or equipment, leasehold improvements, interior and exterior signs, inventory purchases, code improvements, etc.

This loan program is designed to encourage business growth within Wilmington, provide flexible repayment options, and offer low interest rates to applicants. This loan should be a secondary source of funding with banks or other funding sources being the initial source of funding request.

A. Eligibility

- Any for-profit corporation, partnership, sole proprietorship, or Limited Liability Corporation in the Town of Wilmington.
- Must be able to show the creation of jobs, either full or part time and/or maintaining existing jobs.
- Applicants are expected to demonstrate that other potential funding sources have been explored and determined to be unavailable, inadequate, or otherwise not feasible
- Must be current on all Town taxes and has not been cited by the Wilmington Police Department for illegal activity.
- The new or existing business shall not place a high demand on Town services.

B. Loan Terms

- Maximum Loan Amount \$30,000
- Interest Rate One half of current prime rate plus 2%, but not to exceed 6%.
- Fees A non-refundable administrative fee of \$100 may be assessed.
- Collateral A first security interest on furniture fixtures, equipment, inventory, etc according to the Vermont UCC codes or a duly recorded mortgage interest on property owned by the applicant.

C. Use of Loan Proceeds

- Loans can be used for a variety of purposes such as equipment purchases, inventory purchases, leasehold improvements, lighting, signs, marketing, computers, working capital and other business assets.
- Loans may not be used for: Refinancing existing debt or real estate purchases.

D. Loan Application Process

- Complete the Town of Wilmington's application form and a Personal Financial Statement.
- Provide a copy of a current (within 6 months) credit report.
- A Business Plan is required for new or start-up businesses.
- Existing businesses should provide a copy of the last three year's business Tax Returns.
- The Wilmington Selectboard will make final decisions on applications in Executive Session at the next regularly scheduled Selectboard meeting.

Contact:

Gretchen Havreluk

Economic & Community Development Consultant

ghavreluk@wilmingtonvt.us

(802)464-8591 ext 117

Approved by the Wilmington Selectboard August 19, 2025

Thomas Fitzgerald

Vince Rice

Tony Tribuno

Charles Foster

John Lebron