

Selectboard Meeting
Thursday, July 9, 2026

1. Visitors, public comment, changes to agenda
2. Land Easement (10 minutes)
 - a. The Board to possibly approve a Legal Notice of Terms of Conveyance of parcels to Vincent Yeo in exchange for \$540 by quitclaim deed and/or Easement Deed.
3. 2026 Tax Rate (10 minutes)
 - a. The Selectboard to possibly set the tax year 2026 tax rate.
4. South Main St Bridge Update (15 minutes)

Town of

Wilmington

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

www.wilmingtonvermont.us

**POSTED LEGAL NOTICE
NOTICE OF TERMS OF CONVEYANCE**

Pursuant to 24 V.S.A. § 1061(a) the Selectboard of the Town of Wilmington hereby provides notice to the community that it proposes to convey certain real property by **Easement Quitclaim Deed to Grantee Vincent Yeo** and Grantee's successors and assigns, such rights and easements for wheelchair ramp and accessibility purposes over, on, across, and through lands of Grantor in the Town of Wilmington, County of Windham, and State of Vermont. The real property is more particularly described as follows:

Parcel ID: 20-22-24

Being a portion of the same land and premises known as the Pettee Memorial Library, 16 South Main Street, Wilmington, Vermont, Parcel No. 20-22-24, the current source of title and root deed for which is identified on the survey referenced below as Ashley Stone to District No. 2, dated February 5, 1846, and recorded in Book 11, Page 174 of the Town of Wilmington Land Records, and as further referenced in Town Meeting Book 4, Page 67.

Parcel ID: 20-22-23

Being also for the benefit of the land and premises owned by Grantee at 12 South Main Street, Wilmington, Vermont, Parcel ID No. 20-22-23, being the same land and premises conveyed to Vincent Yeo by deed recorded in Book 373, Page 755 of the Town of Wilmington Land Records.

The Selectboard proposes to convey the aforesaid premises to **Vincent Yeo** with the consideration being: 1) **\$540.00** that includes fees and expenses (i.e.: administrative, legal & publication fees); and 2) the transfer of any interest and liabilities the Town may have in and to said parcel of land.

The easement area is the limited area necessary to construct, use, maintain, repair, and replace one wheelchair ramp serving the side or rear entrance of the building located at 12 South Main Street, as shown on a final survey, plat, or easement exhibit to be prepared by a Vermont licensed land surveyor and attached hereto as Attachment A.

The Selectboard will authorize the Town Manager to effectuate the conveyance, unless a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the Town Clerk in accordance with 24 V.S.A. § 1061(a) by 4:00 p.m. on **August 15, 2026**.

Town of

Wilmington

(802) 464-8591 (Voice)

(802) 464-8477 (FAX)

www.wilmingtonvermont.us

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

Dated at Wilmington, Vermont this **9th day of July 2026.**

WILMINGTON SELECTBOARD

Thomas Fitzgerald, Chair

Vince Rice, Vice Chair

Tony Tribuno, Clerk

Charlie Foster

John Lebron

=====
Post Notice: (at least 30 days prior to the date of the proposed conveyance):

Town Clerk's office, OSEC, River Valley Market

Publish Notice: DV News (at least 30 days prior to the date of the proposed conveyance).

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT the TOWN OF WILMINGTON, VERMONT, a Vermont municipal corporation with offices in the Town of Wilmington, County of Windham, and State of Vermont, Grantor, in the consideration of Ten and More Dollars and other valuable consideration paid to its satisfaction by VINCENT YEO, with a mailing address of 35 Mountain View Loop, P.O. Box 1964, West Dover, Vermont 05356, Grantee, by these presents, has REMISED, RELEASED, AND FOREVER QUITCLAIMED unto the said Grantee and Grantee's successors and assigns, such rights and easements for wheelchair ramp and accessibility purposes over, on, across, and through lands of Grantor in the Town of Wilmington, County of Windham, and State of Vermont, described as follows:

Being a portion of the same land and premises known as the Pettee Memorial Library, 16 South Main Street, Wilmington, Vermont, Parcel No. 20-22-24, the current source of title and root deed for which is identified on the survey referenced below as Ashley Stone to District No. 2, dated February 5, 1846, and recorded in Book 11, Page 174 of the Town of Wilmington Land Records, and as further referenced in Town Meeting Book 4, Page 67.

Being also for the benefit of the land and premises owned by Grantee at 12 South Main Street, Wilmington, Vermont, Parcel ID No. 20-22-23, being the same land and premises conveyed to Vincent Yeo by deed recorded in Book 373, Page 755 of the Town of Wilmington Land Records.

The easement area is the limited area necessary to construct, use, maintain, repair, and replace one wheelchair ramp serving the side entrance of the building located at 12 South Main Street, as shown on a final survey, plat, or easement exhibit to be prepared by a Vermont licensed land surveyor and attached hereto as Attachment A.

Reference is made to the boundary survey (Attachment A) prepared for the Town of Wilmington by Joyce Land Surveying Corp., Benjamin A. Joyce, PLS #725, dated June 5, 2026, entitled "Boundary Survey prepared for The Town of Wilmington, Pettee

Memorial Library, 16 South Main Street, Parcel No. 20-22-24, Wilmington, Vermont," and to the ramp proposal materials submitted by or on behalf of Arthouse, 12 South Main Street, depicting a proposed wheelchair ramp footprint of approximately fifty-three feet (53') in length by six and one-half feet (6.5') in width, including the concrete landing and the space between the building and ramp.

The rights granted herein are limited to the ramp, landing, railings, posts, supports, and related surface improvements necessary for wheelchair-accessible access to 12 South Main Street. This easement does not grant, confirm, or legalize any other encroachment or improvement, including any building wall, siding, trim, roof overhang, gutter, oil fill, utility, stairway, foundation, or other structure, unless the same is expressly shown within the final recorded easement area and expressly approved in writing by Grantor.

Grantee shall obtain all required permits and approvals, construct and maintain the ramp at Grantee's sole cost, keep the ramp and easement area in good and safe condition, remove snow, ice, debris, and hazards, and repair any damage to Grantor's land or improvements caused by the construction, use, maintenance, repair, replacement, or removal of the ramp. Grantee shall not excavate, trench, alter drainage, disturb monuments or boundary markers, install utilities, or materially alter the easement area without Grantor's prior written approval. Any stump grinding near the ramp area shall be performed without excavation unless Grantor separately approves otherwise in writing.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, officials, employees, agents, successors, and assigns from and against claims, damages, costs, liabilities, and attorney's fees arising out of or related to the ramp or easement area,

except to the extent caused by Grantor's gross negligence or willful misconduct. Upon request, Grantee shall provide evidence of liability insurance reasonably acceptable to Grantor and naming the Town of Wilmington as an additional insured for claims arising from the ramp and easement area.

Grantor reserves the right to use, maintain, improve, repair, regulate, and manage the Pettee Memorial Library property in any manner not unreasonably inconsistent with the rights expressly granted herein. This easement is not a dedication to the public and does not create any general right to enter or use the Pettee Memorial Library property outside the easement area.

Grantee shall pay the reasonable costs of preparing, reviewing, surveying, depicting, executing, and recording this easement, including Grantor's reasonable attorney's fees and recording fees, unless Grantor agrees otherwise in writing. This easement shall run with and benefit 12 South Main Street and shall burden only the portion of the Pettee Memorial Library property described herein. This easement shall terminate upon the recording of a written release, or upon the permanent removal or abandonment of the ramp, or if the ramp ceases to serve 12 South Main Street, provided that any termination shall be evidenced by an instrument recorded in the Town of Wilmington Land Records.

This conveyance is authorized by vote of the Wilmington Selectboard on July 9, 2026, following compliance with 24 V.S.A. § 1061 and any other applicable municipal requirements. The person signing below on behalf of Grantor does so as the duly authorized agent of Grantor pursuant to such vote and designation, the certificate of which is or shall be recorded in the Town of Wilmington Land Records.

Reference is hereby made to the above-mentioned instruments, survey materials, plans, land records, and their respective records and references in further aid of this description and the rights granted herein.

TO HAVE AND TO HOLD all right and title in and to said quitclaimed easement rights, with the appurtenances thereof, to the said Grantee and Grantee's successors and assigns, for the purposes and subject to the limitations and obligations set forth herein.

IN WITNESS WHEREOF, Grantor TOWN OF WILMINGTON, VERMONT hereunto sets its hand and seal this ____ day of August 2026.

TOWN OF WILMINGTON, VERMONT

By: _____

Name: Scott A. Tucker, Town Manager

Title: Duly Authorized Agent

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington, Vermont this ____ day of August 2026, personally appeared Scott A. Tucker, Town Manager, duly authorized agent of the Town of Wilmington, Vermont, and acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Town of Wilmington, Vermont.

Notary Public

My Commission Expires: _____

ACCEPTED AND AGREED:

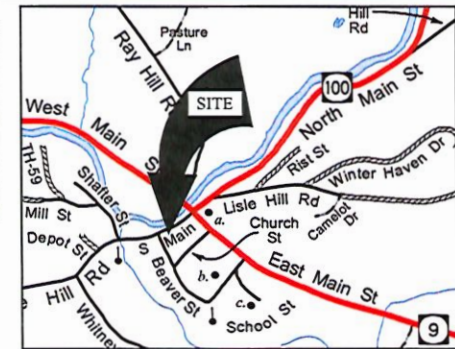
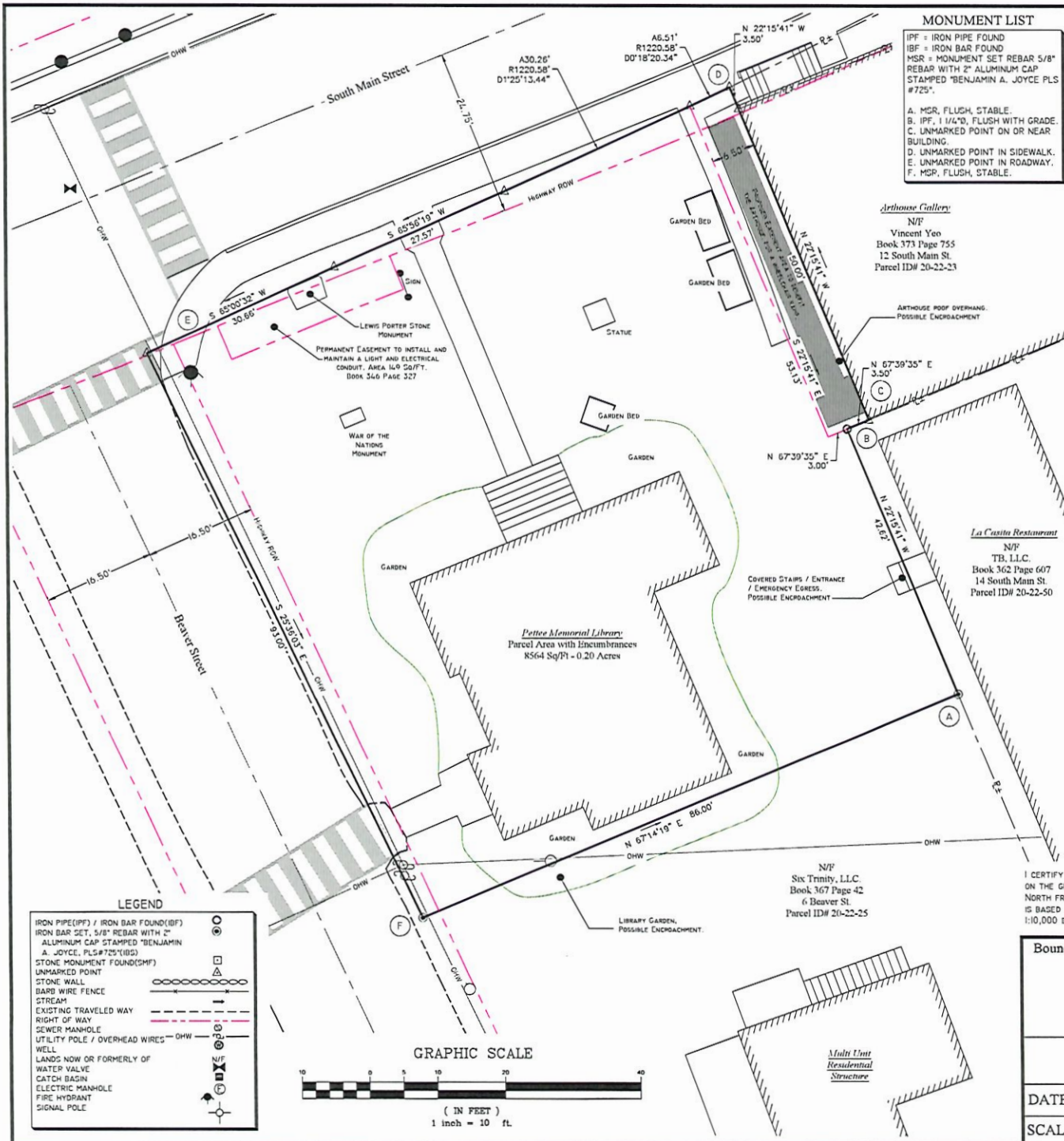
Vincent Yeo, Grantee

STATE OF VERMONT
WINDHAM COUNTY, SS.

At Wilmington, Vermont this ____ day of August 2026, personally appeared **Vincent Yeo** and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Notary Public

My Commission Expires: _____



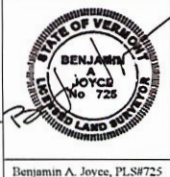
GENERAL NOTES

1. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUALS OR ENTITIES NAMED HEREIN. NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INFORMATION SHOWN ARE EXTENDED TO ANY PARTY OTHER THAN THOSE EXPLICITLY NAMED.
2. THIS SURVEY IS BASED ON RECORDED DEED DESCRIPTIONS, PHYSICAL EVIDENCE, INFORMATION PROVIDED BY THE TOWN OF WILMINGTON AND RECORDED PLATS.
 THE BOUNDARIES SHOWN HEREON ARE BASED ON THE PLAT REFERENCED BELOW IN NOTE 5A. WHEREAS THE ABUTTING PROPERTY OWNERS AT THE TIME OF THE SURVEY (1958), AGREE AND EXCEPT SAID PLAT AS CORRECT.
 CURRENT SOURCE OF TITLE AND ROOT DEED: ASHLEY STONE TO DISTRICT NO. 2, DATED FEBRUARY 5, 1846, RECORDED IN LAND RECORD BOOK II PAGE 174. ALSO SEE TOWN MEETING BOOK 4 PAGE 67.
 PARCEL IS SUBJECT TO "DECLARATION OF COVENANTS", RECORD IN LAND RECORD BOOK 172 PAGE 553.
 THE QUITCLAIM DEED OF EASEMENT RECORDED IN LAND RECORD BOOK 346 PAGE 327, REFERENCES THE WRONG BOOK AND PAGE FOR THE SUBJECT PARCEL.
3. DOCUMENTATION AS TO THE ORIGINAL LAYOUT AND/OR FEE OWNERSHIP OF "SOUTH MAIN STREET", SO-CALLED HAS NOT BEEN FULLY RESEARCHED. THE RIGHT OF WAY BOUNDARIES SHOWN HEREON ALONG SAID ROAD ARE BASED ON A PRESUMPTION THAT THIS ROAD IS THREE RODS WIDE. ONE AND A HALF RODS (24.75') FROM THE PRESENT CENTERLINE OF THE TRAVELED WAY.
4. DOCUMENTATION AS TO THE ORIGINAL LAYOUT AND/OR FEE OWNERSHIP OF "BEAVER STREET", SO-CALLED HAS NOT BEEN FULLY RESEARCHED. THE RIGHT OF WAY BOUNDARIES SHOWN HEREON ALONG SAID ROAD ARE BASED ON THE PRESUMPTION THAT THIS ROAD IS TWO RODS WIDE AS SHOWN ON A PLAN ENTITLED "PLAN SHOWING VILLAGE PROPERTY OF CLARA M. BROWN", DATED 1930, RECORDED IN SLIDE #211 OF THE WILMINGTON LAND RECORDS.
5. MAPS REFERENCED FOR THIS SURVEY AND FOUND CONSISTENT UNLESS OTHERWISE NOTED:
 A. PROPERTY IN WILMINGTON VILLAGE. BY GUY C. HAWKINS. DATED 1958. RECORDED IN SLIDE 209.
 B. SOUTH MAIN STREET SIDEWALK CONTRACT 2018-1, RIGHT OF WAY PLAN AND DETAIL SHEET, RI. DATED MARCH 19, 2019, BY DUFRESNE GROUP.
6. BUILDING FOOTPRINTS SHOWN ARE MEASURED FROM THE EXTERIOR CORNER BOARDS. NOT ALL DECKS, STAIRWAYS, ROOF OVERHANGS, STRUCTURAL ADD-ONS, OR ENTRYWAYS ARE DEPICTED.
7. THIS PARCEL MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS THEY EXIST OF RECORD OR IN FACT. JOYCE LAND SURVEY CORP. DOES NOT INTEND OR REPRESENT THAT ALL RIGHTS, EASEMENTS AND RESTRICTIONS AFFECTING THIS PROPERTY ARE SHOWN.
8. THE LOCATIONS OF UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS ARE NOT ALWAYS KNOWN AND OFTEN MUST BE ESTIMATED, AND MAY NOT BE SHOWN AT ALL. IF ANY UNDERGROUND IMPROVEMENTS ARE SHOWN AND THE RIGHTS OF WAYS ASSOCIATED WITH SAID IMPROVEMENT, THEIR LOCATION IS APPROXIMATE AND NO CERTIFICATION IS MADE TO THE ACCURACY OF THAT LOCATION.

I CERTIFY THAT THIS SURVEY IS IN COMPLIANCE WITH VSA 2596. I CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND USING AN ELECTRONIC DISTANCE METER AND IS ORIENTED TO VERMONT STATE PLANE GRID NORTH FROM GPS OBSERVATIONS. I CERTIFY THAT THE RANDOM CLOSED LOOP TRAVERSE UPON WHICH THIS PLAT IS BASED ON MEETS OR EXCEEDS THE POSITIONAL VERMONT STANDARDS OF AN URBAN SURVEY OF .05 FEET PLUS 1:10,000 BY LEAST SQUARE ADJUSTMENT.

Boundary Survey prepared for The Town of Wilmington
PETREE MEMORIAL LIBRARY
 16 South Main Street
 Parcel No. 20-22-24
 Wilmington, Vermont

JOYCE LAND SURVEYING CORP.
 P.O. BOX 115
 WILMINGTON, VERMONT 05363



DATE: June 5, 2026	DRAWN BY: BAJ	PROJECT: Wilmington Village
SCALE: 1"=10'	SHEET 1 OF 1	ACAD NAME: Wilmington Village 2019

Scott Tucker

From: Jenevieve Penk <jenevieve@arthousevt.com>
Sent: Friday, June 12, 2026 1:27 PM
To: Scott Tucker
Cc: Vinny Yeo
Subject: Easement for wheelchair ramp at Arthouse - 12 S Main St
Attachments: Arthouse wheelchair ramp birdseye view.pdf; 12 S Main St Wheelchair ramp request.pdf

You don't often get email from jenevieve@arthousevt.com. [Learn why this is important](#)
Hi Scott,

Thank you for letting us know the preliminary findings regarding the property lines between the library and Arthouse. In anticipation of the potential approval from the Town of an easement to construct an ADU wheelchair ramp leading to the back door of Arthouse, please find attached two documents: one includes details of the ramp, along with a rendering of approximately how the ramp will look, and a separate birds-eye view of the building and the proposed measurements of the footprint of the ramp.

We understand that we would be liable for the attorney fees to draw up said easement if it is approved. We are also aware that in preparation of construction, we would be required to grind down the large stump on the side of our building, without any excavation, which would most likely compromise the foundation of the building. We feel that the ramp is an important aspect of the continued renovations on our building in order to provide more accessibility, so we are willing to make the investment.

Please let us know if you need any further information.

Thank you for your consideration!

All the best,

Jenevieve Penk
Founding Member
Arthouse
12 S Main St
Wilmington, VT 05363
Phone (802) 464-7315
Mobile (646) 321-3110
jenevieve@arthousevt.com
www.arthousevt.com

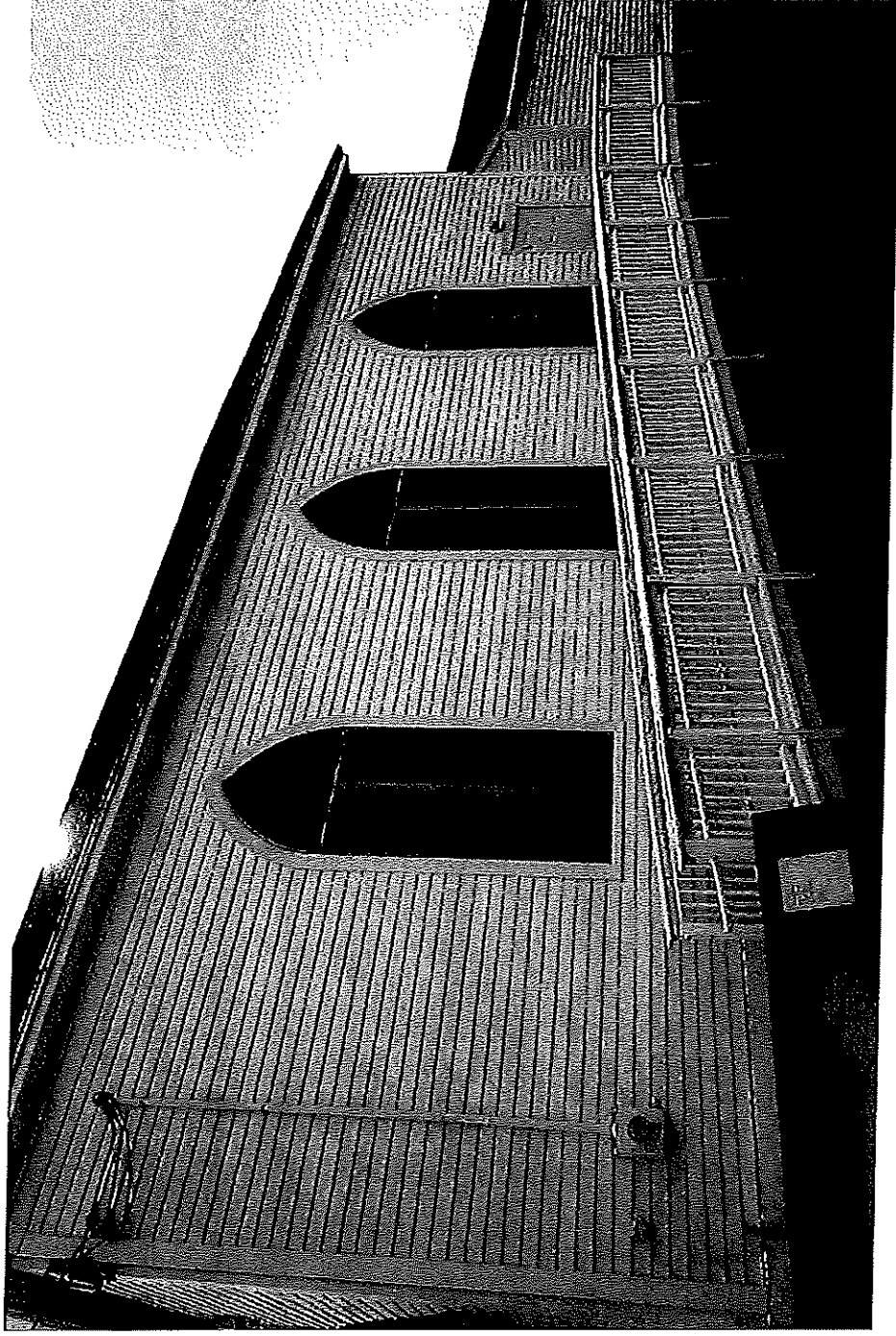
Project: Request to Town of Wilmington to construct a wheelchair ramp connected to the back right side entrance to 12 S. Main St.

Details:

- Constructed of pressure treated wood, painted white to match building
- Approx 48' L x 4' wide with additional 2' space between building and ramp (6' wide total)
- Balusters and posts to match portico
- Installation of concrete landing at the bottom of the wheelchair ramp
- Preparation includes grinding down of the tree stump that impedes upon the construction of the ramp; no digging or excavation of the stump, due to compromising the integrity of the building's foundation

Applicant: Arthouse, 12 S Main St., Wilmington VT, 05363 - Jenevieve Penk & Vincent Yeo

Wheelchair Ramp rendering:



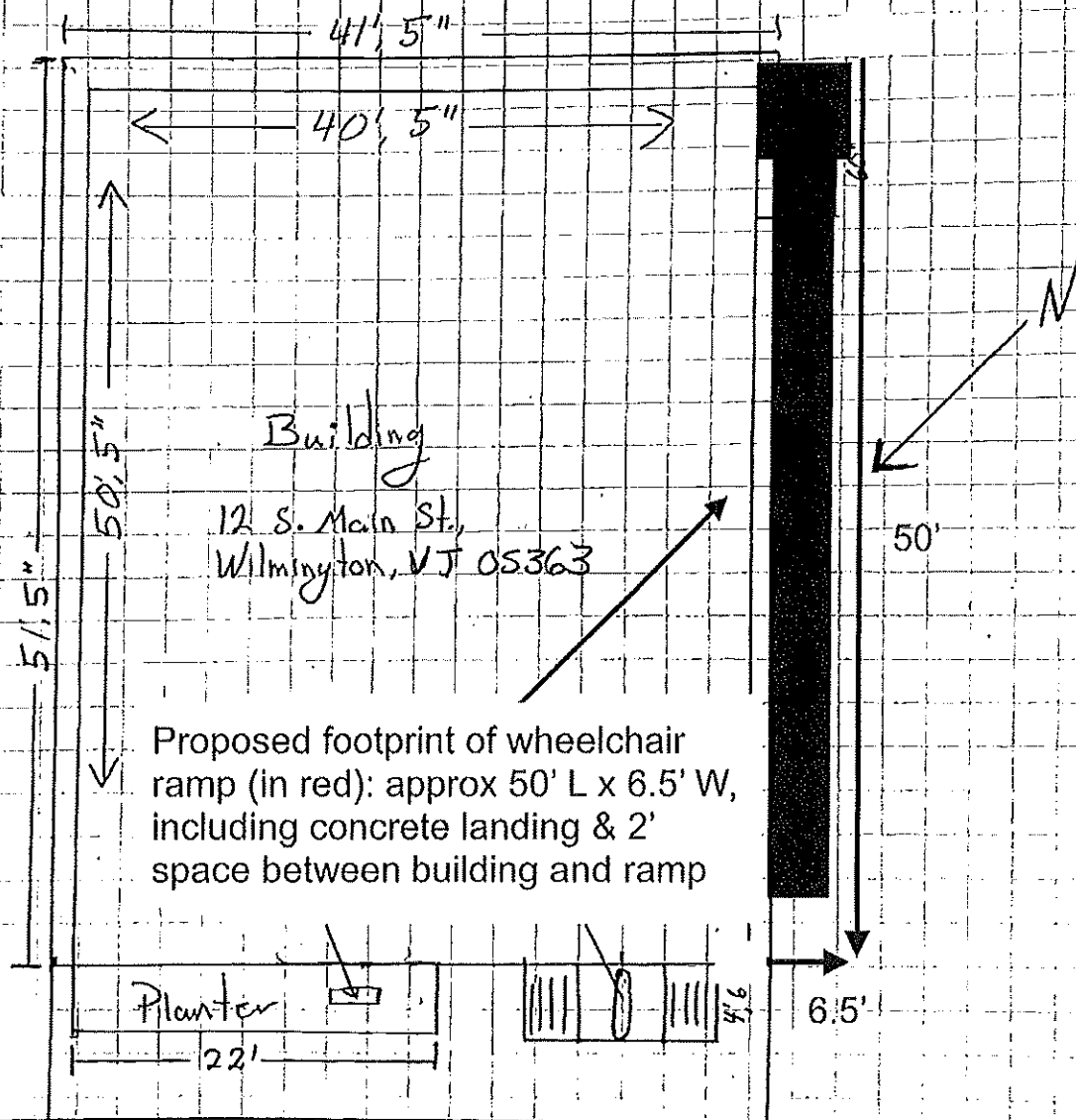
Applicant: Arthouse LLC

Landowner: Jenevieve Park & Vincent Yeo

Date: 06/12/26

Lot Size: 0.05

Scale: 1" = 10'



Main Street



Joyce Land Surveying Corp

P.O. Box 115
Wilmington, VT 05363
(802) 464-1244
joycelandsurveying@myfairpoint.net

Vincent Yeo
Po Box 1964
W. Dover, VT 05356

June 11, 2026

RE: Notice of Survey (Letter to Adjoiner)

Dear Mr. Yeo:

Our firm is conducting a boundary survey of the property owned by the Town of Wilmington, Pettee Memorial Library, 12 South Main Street, in Wilmington, Vermont. Tax assessment records indicate that you share a common boundary with our client.

We often spend considerable efforts to be impartial and gather all the relevant information to fix the common boundary location that you share with our client.

To insure a complete, impartial, and accurate survey, we appreciate any copies of unrecorded documents such as plats, old deeds, survey notes, reports, and so on that you feel would help re-establish the common boundary you share with our client. We will be able to obtain a copy of most recorded information at the town office. If you are not sure if the information in your possession would be helpful in our efforts to locate the common boundary, please don't hesitate to call our office and tell us what you have. We will reimburse you for any reasonable cost if we do not have the document and would need the information you have in your possession.

If you would like to show us any boundary markers or other objects that you feel are not easily found and would help establish the common boundary, a meeting at a date and time convenient to you can be arranged.

During the survey, wooden stakes and nails will be used to mark random survey points. Plastic ribbon will be used to locate objects that will be used in the survey. These items should not be confused with the actual corner or line monuments that may eventually be used to mark the common boundary you share with our client. Any random survey points and ribbon we place on or near objects prior to completing our services will probably not be located on the boundary. All missing corners will eventually be monumented or referenced by capped pins inscribed with a surveyor's name and license number (if not already monumented).

If you have any questions, please write, e-mail, or contact us, Thank You.

Sincerely,

Benjamin A. Joyce, PLS

	A	B	C	D	E	F	H
1		FY 2027 Approved Appropriations and Proposed Tax Rates					
2		ITEM	FY 2027	Tax Rate	FY 2026	Tax Rate	
3			Approved	Proposed	Approved	Actual	Difference
4							
5		Grandlist	12,062,049		11,887,621		
6							
7		General Fund Appropriation	3,554,963	0.2947	3,652,948	0.3073	
8							
9		Town Roads	2,051,172	0.1701	1,847,744	0.1554	
10							
11		Highway Equipment Reserve Fund	200,000	0.0166	255,000	0.0215	
12							
13		Bridge Capital	160,000	0.0133	160,000	0.0135	
14							
15		Highway Building Capital	20,000	0.0017	20,000	0.0017	
16							
17		Fire Department Equipment	220,000	0.0182	265,000	0.0223	
18							
19		Old Fire House Capital	5,000	0.0004	20,000	0.0017	
20							
21		Memorial Hall Capital Fund	100,000	0.0083	20,000	0.0017	
22							
23		Library Capital	12,000	0.0010	12,000	0.0010	
24							
25		Public Lands & Fences	150,000	0.0124	80,000	0.0067	
26							
27		Town Hall Capital	75,000	0.0062	20,000	0.0017	
28							
29		Police Equipment Capital Fund	65,000	0.0054	60,000	0.0050	
30							
31		Transfer Station Capital Fund	5,000	0.0004	5,000	0.0004	
32							
33		Social Services	11,800	0.0010	4,000	0.0003	
34							
35		total appropriations and town tax rate	6,629,935	0.5497	6,421,692	0.5403	0.0094
36							
37		estimated rate in the March 2026 Town Meeting Report	0.5586				
38							
39		Estimated homestead education tax rate		1.4135		1.3136	0.0999
40		Estimated non-homestead education tax rate		1.4138		1.3485	0.0653
41		Locally Voted exemptions		0.0012		0.0011	0.0001
42							
43		combined town and homestead ed tax rate		1.9644		1.8550	0.1094
44		combined town and non-homestead ed tax rate		1.9647		1.8899	0.0748
45							
46							
47							
48							
49		Due Dates					
50		August 28, 2026					
51		February 26, 2027					


NEIL H. DANIELS INC.

RENAUD BROS.
CONSTRUCTION

VALLEY CRANE
SERVICE


PROPOSAL

SUBMITTED TO: Town of Wilmington
2 East Main Street PO Box 217
Wilmington, VT 05363

ATTENTION: Marshall Dix, Hwy Superintendent

PHONE: 802-464-5515

EMAIL: mdix@wilmingtonvt.us

JOB NAME: Bridge #17 Repairs

JOB LOCATION: South Main Street

December 10, 2025

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Repairs to bridge #17 on South Main Street as follows;

Membrane and Pave the Bridge Deck

Lump Sum Total: \$82,250.00

Mobilize to the site, close the road to traffic and install temporary detour signs, clean the existing bridge deck of all loose debris, excavate each end of the bridge approx. 2' deep, pressure wash the bridge deck, install torch applied barrier membrane waterproofing over the entire bridge deck surface and approx. 2 feet down at each end of the bridge (250 SY), cold plane transitions in the existing pavement and pave the bridge deck and approaches (100 Ton). Bridge to be closed to traffic for approximately 1 week.

It is not anticipated that any concrete repairs will be needed and as such they are excluded from the above pricing. If concrete bridge deck repairs are required, they will be billed at the rate of \$100 per square foot of area repaired.

Optional T-Beam Repairs

Lump Sum Total: \$44,500.00

Pricing provided is to repair the concrete T-beams to the limits indicated in the attached photograph. Work includes access/scaffolding, dental chipping, sandblasting of reinforcing steel and concrete surface, forming and placement of overhead concrete repair material. This work could be performed with the bridge open to traffic. Bridge can remain open to traffic while these repairs are performed.

WE PROPOSE to furnish materials, equipment and labor - complete in accordance with the above specifications for the sum of:

***** As Listed Above *****

PAYMENT to be made as follows: INVOICES MONTHLY, PAYABLE WITHIN THIRTY DAYS, NO RETENTION.
Finance Charge of 1 1/2% per month charged to past due accounts including all collection and attorney fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry their own Property, Liability and Builder's Risk insurance. Daniels to carry General and Automotive Liability and Workers Compensation Insurance. Market volatility may necessitate changes in this proposal.

AUTHORIZED SIGNATURE:

Matthew Belden, Vice President Structures
NOTE: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL *The above prices, specifications, and conditions are satisfactory and are hereby accepted.*

SIGNATURE: _____
(Owner or Agent)

DATE OF ACCEPTANCE: _____

NEIL H. DANIELS INC.

P.O. Box 246 - 4409 Route 5

Phone: (802) 674-6323

www.neilhdaniels.com

Ascutney, VT 05030-0246

Fax: (802) 674-5346