

Agenda of the May Regular Monthly Meeting of the Wilmington Town Board & PUBLIC HEARING

1. PUBLIC HEARING on Local Law 2 of 2026: A Local Law to Increase the Salaries of Elected Assessors in the Town of Wilmington
2. Discussion & possible roll call vote: Local Law 2 of 2026: A Local Law to Increase the Salaries of Elected Assessors in the Town of Wilmington
3. Discussion & possible roll call vote: Local Law 3 of 2026: A Local Law to Correct an Error in the Zoning Ordinance of the Town of Wilmington
4. Discussion & possible resolution setting a public hearing: Local Law 4 of 2026: A Local Law to Improve Access to Housing in the Town of Wilmington
5. Announcements & reports
 - Discussion / resolution: Beach light poles, road paving cost, etc.
 - Discussion: Annual Financial Report
 - Discussion: Blighted properties
 - Discussion: Senior van
 - Discussion: Lifeguards
 - Discussion: Health Director for Summer Youth Program
 - Discussion / resolution: Summer Youth Program Director
6. Discussion / resolution: B.A.R. appointments
7. Discussion / resolution: Authorizing the appointment of the Comprehensive Plan Working Group; authorizing the submission of a grant application by the Comprehensive Plan Working Group; and adopting Climate Smart Communities pledge
8. Discussion / resolution: Procurement policy
 - Resolution: New door for Parks / Youth Building
 - Discussion / resolution: Replacing sign at Community Center
 - Discussion / resolution: Jay News MOU
9. Discussion/ resolution: Facility Use agreement
10. Discussion / resolution: Ride for the River authorization
11. Discussion / resolution: Contract with Whiteface Mountain Regional Visitor's Bureau
12. Discussion / resolution: Employee Handbook
13. Discussion / resolution: Town logo contest
14. Executive Session

Please note: This agenda is in draft form and may change.

Local Law #2 of the Year 2026:

A Local Law to Increase the Salaries of Elected Assessors in the Town of Wilmington

Be it enacted by the Town Council (“town board”) of the Town of Wilmington (“the town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

The Town of Wilmington is one of five towns in Essex County that continues to use the traditional system of three elected assessors.

The town has struggled to find town residents willing to serve in the role of assessor for several years. Prior to the adoption of this local law, the town has lacked an assessor for well over a year. Prior to that, the town lacked two assessors.

Prior to the adoption of this local law, Town Supervisor Timothy Follo regularly advertised, promoted, and announced these open positions for nearly two years. Thus far, his efforts have only managed to recruit one new assessor, in the spring of 2025.

The town board therefore deems it advisable to raise the salaries of the town’s assessors in order to:

- 1) Increase the appeal of the position to residents of the town; and
- 2) Appropriately compensate the town’s assessors for the period their office has been understaffed.

§3. Salary Increase.

Pursuant to the adoption of this local law, the town’s assessors’ salaries shall be increased by \$2000 annually, paid on a pro-rata basis. For the assessor employed on the date of the passage of this law, the salary increase described herein shall be retroactive to the first of the year.

Pursuant to the adoption of this local law, the town’s lead assessor’s salary shall be increased by \$3000 annually. For the lead assessor employed on the date of the passage of this law, the salary increase described herein shall be retroactive to the first of the year.

§4. Permissive Referendum.

This local law shall be subject to a Permissive Referendum, in accordance with Article 7, §90 through §94, of the State of New York’s Town Law.

§5. Effective date.

The date this local law shall take effect shall be controlled by the laws, rules, and regulations regarding local laws subject to permissive referenda in New York State. If the period during which a petition for a permissive referendum may be lawfully submitted expires without the submission of a sufficient petition, this local law shall be filed in the office of the Secretary of State of the State of New York, whereupon it shall take effect immediately.

Salaries of elected & appointed assessors in Essex County

Chesterfield: Sole appointed (but during the summer splits salary with a “summer assessor” appointed by the main assessor), \$21,600

Crown Point: Sole appointed, \$22,670

Elizabethtown: Sole appointed, \$23,00

Essex: 3 elected, paid a total of \$14,516

Jay: Sole appointed, \$53,000

Keene: Sole appointed, \$55,697

Lewis: Sole appointed (shared with Elizabethtown): ~\$25,000

Minerva: Sole appointed, \$18,437

Moriah: 3 elected, paid \$15,911, \$8910, & \$8910, respectively

Newcomb: 1 elected, paid \$30,000; elected assessor appoints an assistant who is paid \$16,000

North Elba: Sole appointed, \$161,425

North Hudson: 3 elected, paid \$10,262, \$6357, & \$6357, respectively

St. Armand: Sole appointed, \$17,920

Schroon: 3 elected. Chair is paid \$37,000; the other assessors are paid \$8000

Ticonderoga: Sole appointed, \$29,835

Westport: Sole appointed, \$25,000, works for Jay and & Keene as well

Willsboro: Sole appointed, \$34,200

Local Law #3 of the Year 2026:

A Local Law to Correct an Error in the Zoning Ordinance of the Town of Wilmington

Be it enacted by the Town Council of the Town of Wilmington as follows:

Section 1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

Section 2. Legislative Intent.

The Town of Wilmington's Zoning Ordinance was adopted in 2013. In the years since, it has become generally recognized that an error exists in Article IV of the Ordinance and that the use regulations governing "Forestry less than 50 acres" were transposed with those governing "Forestry more than 50 acres."

The Town of Wilmington's Planning Board has encouraged Wilmington's town board to correct this error. This Local Law does so.

Section 3.

Article IV – Use Regulations of the Town's Zoning Ordinance is hereby amended to read as follows:

- 1) Forestry of less than 50 acres shall require a Special Use Permit in the Hamlet and Moderate Intensity zoning districts, and shall be a permitted use in the Low Intensity, Rural Use, and Resource Management zoning districts.
- 2) Forestry of more than 50 acres shall be a prohibited use in the Hamlet and Moderate Intensity zoning districts, and shall require Site Plan Review and approval in the Low Intensity, Rural Use, and Resource Management zoning districts.

Section 4.

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby.

If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control.

The Town's forms, rules, and regulations shall, to the extent necessary, be updated to reflect this Local Law.

To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this Local Law, this Local Law shall control.

Section 5. Effective date.

This local law shall take effect immediately upon filing in the office of the Secretary of State of the State of New York.

Local Law 4 of the Year 2026:
A Local Law to Improve Access to Housing in the Town of Wilmington

Be it enacted by the Town Council (“town board”) of the Town of Wilmington (“the town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

In January of 2024 the town board of the Town of Wilmington, New York resolved to support the town’s designation as a “Pro-Housing Community.”

In doing so, the town board pledged to streamline permitting for affordable housing, and to enact policies to support a broad range of housing development.

In accordance with the town board’s responsibilities for the town’s general welfare, and in conformance with the town’s Comprehensive Plan — which states that “The Town Board should consider the task of providing adequate housing for residents of varying income and household characteristics. ... [C]onsider the housing needs of year-round residents and promote more rental and sale units at lower prices ... and encourage the development of additional, long-lasting, quality housing”) — the town board begins the work of supporting Wilmington’s designation as a “Pro-Housing Community by adopting Local Law 4 of 2026.

§3. Amendment to Article XVI of the Town’s Zoning Ordinance

Article XVI (“Article XVI – Definitions”) of the Zoning Ordinance of the Town of Wilmington (hereinafter “the zoning ordinance”) is hereby amended. Pursuant to the adoption of this local law, the following words shall be added to Article XVI of the town’s zoning ordinance:

Dwelling, Tiny House – A dwelling unit with a footprint of less than 700 square feet, excluding exterior porches, decks, and stairs.

§4. Amendment to Article IV of the Town’s Zoning Ordinance

Article IV (“Article IV – Use Regulations”) of the zoning ordinance is hereby amended.

Pursuant to the adoption of this local law, “Dwelling, Tiny House” shall be added to the table of uses in Article IV of the Zoning Ordinance as a Residential Use requiring Site Plan Review in the Hamlet 1, Hamlet 2, and Moderate Intensity zoning districts.

§5. Amendment to Article IV of the Town's Zoning Ordinance

Article IV ("Article IV – Use Regulations") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, "Dwelling, Manufactured Home" shall be added to the table of uses in Article IV of the Zoning Ordinance as a Residential Use requiring Site Plan Review in the Hamlet 1, Hamlet 2, and Moderate Intensity zoning districts.

§6. Amendment to Article V of the Town's Zoning Ordinance

Article V ("Article V – Dimensional Regulations") of the zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection A of Article V ("Additional Density Requirements for Manufactured Homes") shall read as follows:

A. Manufactured Homes. In all zoning districts the minimum lot size required for all manufactured homes shall be 1 acre. No more than one manufactured home shall be permitted per acre.

§7. Amendment to Article V of the Town's Zoning Ordinance

Article V ("Article V – Dimensional Regulations") of the town's zoning ordinance is hereby amended. Article V shall be amended to add a new section titled "Additional Density Requirements for Tiny Houses," which shall read as follows:

A. Tiny Houses. The minimum lot size required for all tiny houses shall be 1 acre. No more than one tiny home shall be permitted per acre.

§8. Amendment to Article VI of the Town's Zoning Ordinance

Article VI ("Article VI – General Regulations") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the section of Article VI regulating manufactured homes shall be repealed and replaced as follows:

Manufactured Homes

A. Purpose. The purpose of this section is to promote the health, safety, and general welfare of the community, including the protection and preservation of the property of the Town of Wilmington and of its inhabitants by establishing specific requirements and regulations governing the installation of manufactured homes.

B. The installation of the manufactured home shall conform to the requirements of the United States Department of Housing and Urban Development and the New York State building code, and the following additional terms:

(1) All manufactured homes within the Town of Wilmington shall be affixed to a permanent foundation with the wheel and tongue removed. To be considered permanent, a foundation must:

- i) Be constructed of durable materials (concrete, mortared masonry, or treated wood);
- ii) Be site-built;
- iii) Have attachment points to anchor and stabilize the manufactured home to transfer all loads to the underlying soil or rock;
- iv) Have rated anchorage capacity sufficient to prevent uplift and overturning due to wind or seismic forces; screw-in soil anchors are not considered sufficient anchorage;
- v) Have a footing of reinforced concrete of a size sufficient to prevent overloading the soil-bearing capacity and avoid soil settlement, the base of which shall be below maximum frost penetration depth; and
- vi) Enclose a basement or crawl space with a continuous wall (whether bearing or non-bearing) that separates the basement or crawl space from the backfill, and keeps out vermin and water.

(2) All manufactured homes within the Town of Wilmington shall have wooden steps or decking for all entrances.

(3) All manufactured homes installed within the Town of Wilmington shall be manufactured no more than five years prior to the home's installation.

C. All manufactured homes within the Town of Wilmington shall be ineligible for use, operation, or permitting as a "short-term rental," as the use is defined in the town's Local Law 1 of 2021.

§9. Amendment to Article VI of the Town's Zoning Ordinance

Article VI ("Article VI – General Regulations") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the following subsection shall be added to Article VI:

Tiny Homes: Except for tiny homes that fulfill the Zoning Ordinance's definition of an accessory structure to a residential use, tiny homes shall be ineligible for use, operation, or permitting as a "short-term rental," as the use is defined in the town's Local Law 1 of 2021.

§10. Amendment to Article VI of the Town's Zoning Ordinance

Article VI ("Article VI – General Regulations") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection C, titled "Site Improvements and Screening" shall be added to Article VI of the town's zoning ordinance as follows:

C. Screening of manufactured and tiny homes

Using the following general guidelines, the Site Plan Review process for both tiny houses and manufactured homes should require new tiny homes and manufactured homes to preserve and, where possible, enhance the existing natural and aesthetic qualities of the project site and its environs:

- 1) Preserve existing vegetation where possible;
- 2) Employ careful siting methods so as to minimize the visual impact of tiny houses and manufactured homes.

The Town of Wilmington's land-use boards may require additional measures to enhance the screening of manufactured and tiny homes, such as additional setbacks, planting, and fencing.

§11. Amendment to Article VI of the Town's Zoning Ordinance

Article XVI ("Article XVI – Definitions") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the definition of " Dwelling Unit" in Article XVI of the town's zoning ordinance shall be repealed and replaced as follows:

DWELLING UNIT – One or more rooms with provision for living, cooking, sanitary and sleeping facilities arranged for the use of one family or household, which shall not be less than 400 square feet. Excluding kitchens, bathrooms and hallways, there shall be a minimum of 70 square feet of habitable area provided for sleeping accommodations.

§12. Removal of References to Mobile Homes

Pursuant to the adoption of this local law, the following reference to “mobile homes” shall be repealed from the Zoning Ordinance of the Town of Wilmington:

1. Article XVI – Definitions: CAMPGROUNDS

Pursuant to the adoption of this local law, the following references to “mobile home(s)” shall be repealed and replaced with the words “manufactured home(s)” in the Zoning Ordinance of the Town of Wilmington:

1. Article VI – General Regulations: Temporary Structures
2. Article XVI – Definitions: PRINCIPAL BUILDING
3. Article XVI – Definitions: STRUCTURE
4. Article XVI – Definitions: TRAVEL TRAILER

§13. Statement of Intent to Supersede

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby.

If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control.

The Town’s forms, rules, and regulations shall, to the extent necessary, be updated to reflect these amendments.

To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this Local Law, this Local Law shall control.

§14. Severability Clause.

If any provision of this local law is found to be invalid, unenforceable, or illegal, the aforementioned provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

§15. Effective Date

This local law shall take effect immediately upon filing in the office of the Secretary of State of the State of New York.

Resolution _____ of 2026: A Resolution Hiring a Director of Wilmington’s Summer Youth Program

IT IS RESOLVED that the Town Council (“Town Board”) of the Town of Wilmington (“the town”) is pleased to offer Lucy Misarski the position of Director of the town’s Summer Youth Program, with an hourly rate of pay of \$27 and with Misarski authorized to work not more than 50 hours prior to the first day of the Summer Youth Program.

IT IS FURTHER RESOLVED that the money for this purpose shall be drawn from the town’s Youth Programs fund.

Resolution _____-2026: Appointment to the Board of Assessment Review

RESOLVED:

Farin Harris shall be appointed as a member of the Board of Assessment Review of the Town of Wilmington, with a five-year term expiring on December 31, 2030. This appointment supersedes and replaces any previous appointment of the above-named individual to the Board of Assessment Review.

Resolution _____-2026: Appointment to the Board of Assessment Review

RESOLVED:

Jason Hooker shall be appointed as a member of the Board of Assessment Review of the Town of Wilmington, with a five-year term expiring on December 31, 2030. This appointment supersedes and replaces any previous appointment of the above-named individual to the Board of Assessment Review.

Resolution _____-2026: Appointment to the Board of Assessment Review

RESOLVED:

Noelle Wood shall be appointed as a member of the Board of Assessment Review of the Town of Wilmington, with a five-year term expiring on December 31, 2030. This appointment supersedes and replaces any previous appointment of the above-named individual to the Board of Assessment Review.

Resolution ___-2026: Authorizing the Appointment of the Comprehensive Plan Working Group & Authorizing the Comprehensive Plan Working Group's Application for a Department of State Grant

WHEREAS the town board of the Town of Wilmington recognizes that the town's Comprehensive Plan was adopted a half-century ago and the town will therefore be well-served by either adopting a new Comprehensive Plan or adopting a significant series of updates to the existing Comprehensive Plan, and;

WHEREAS under the leadership of the temporary chairs of the Comprehensive Plan Committee — Pat Winch and Hanna Cromie — an ad-hoc group of community members has met many times in 2026 to develop strategies and tactics for updating the town's Comprehensive Plan or creating a new Plan, and to work to implement those strategies and tactics, and;

WHEREAS members of this group would like to apply for a grant from the New York State Department of State to hire a consulting firm to guide the town's efforts to update the town's Comprehensive Plan or create a new Plan, and would like the town board's authorization to do so, and;

WHEREAS the town board recognizes that the town's efforts to update the Comprehensive Plan or create a new Plan would benefit from the town board's granting of formality, stability, and authority to the ad-hoc group described above, therefore;

It is hereby **RESOLVED** that Pat Winch and Hanna Cromie, as temporary chairs of the Comprehensive Plan Committee, shall be authorized to appoint to three community members who will join them as the members of the Comprehensive Plan Working Group, and;

It is further **RESOLVED** that the Comprehensive Plan Working Group shall be authorized to schedule meetings, assign tasks, submit grant applications, communicate with community members and outside experts, and take similar or related actions necessary to either adopt a new Comprehensive Plan or adopt a significant series of updates to the existing Comprehensive Plan, and;

It is further **RESOLVED** that the Comprehensive Plan Working Group is hereby authorized to apply for a grant from the New York Department of State to fund the town's efforts to hire a consulting firm to guide the town's efforts to update the town's Comprehensive Plan or create a new Plan, and;

It is further **RESOLVED** that additional appointments to the Comprehensive Plan Working Group, if any, shall be made by majority vote of the town board.

Resolution ____-2026: A Resolution Adopting the Climate Smart Communities Pledge

WHEREAS the members of the Wilmington Town Council believe that climate change poses a real and increasing threat to the local and global environment and is primarily due to the burning of fossil fuels; and

WHEREAS the effects of climate change will endanger our infrastructure and economy; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; harm our native fish and wildlife populations; and pose health threats to our citizens; and

WHEREAS we believe that our response to climate change provides us with an opportunity to save money while building a prosperous and innovative economy and resilient infrastructure; and

WHEREAS we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts and that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come; therefore,

IT IS HEREBY RESOLVED that the Town of Wilmington, in order to reduce greenhouse gas emissions and adapt to a changing climate, hereby adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

- 1) Build a climate-smart community.
- 2) Inventory emissions, set goals, and plan for climate action.
- 3) Decrease energy use.
- 4) Shift to clean, renewable energy.
- 5) Use climate-smart materials management.
- 6) Implement climate-smart land use.
- 7) Enhance community resilience to climate change.
- 8) Support a green innovation economy.
- 9) Inform and inspire the public.
- 10) Engage in an evolving process of climate action.

Moved by _____

Seconded by _____

Resolution _____ of 2026: A Resolution Updating the Town's Procurement Policy

IT IS RESOLVED that the Town Council ("Town Board") of the Town of Wilmington ("the town") hereby adopts the following procurement policy.

IT IS FURTHER RESOLVED that this policy supersedes and replaces the previous procurement policies adopted in 2014 and 2025.

PROCUREMENT POLICY

PURPOSE

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner that:

- (1) Ensures that town expenditures are in the best interests of the town's taxpayers;
- (2) Ensures that the town acquires high-quality goods and services at the lowest possible cost under the circumstances; and
- (3) Scrupulously avoids extravagance, improvidence, favoritism, corruption, and fraud.

To further these objectives, the Town of Wilmington hereby adopts the following policies and procedures governing all procurement of goods and services which are not required to adhere to the competitive bidding requirements of General Municipal Law Section 103 or any other law.

Any and all procedures not specifically covered in this policy will be adhered to as covered in General Municipal Law, Section 104-b.

STATUTORY EXCEPTIONS FROM THESE POLICIES AND PROCEDURES

Alternative proposals or price quotes for goods and services shall be secured by use of:

1. Written requests for proposals,
2. Written price quotes,
3. Verbal price quotes, or
4. A similar method of procurement that furthers the purposes of General Municipal Law Section 104-b,

Except for procurements made pursuant to:

- General Municipal Law Section 103(3) (through county contracts),
- General Municipal Law Section 104 (through state contracts),
- State Finance Law Section 175-b (for agencies for the blind or severely handicapped),
- Correction Law, Section 186 (articles manufactured in correctional institutions), or
- The items excepted herein (see below).

EXCEPTIONS FROM THE TOWN'S PROCUREMENT POLICIES

The Wilmington town board hereby sets forth the following circumstances when, in the sole discretion of the town board, compliance with the town's procurement policies may not be in the best interests of the town and therefore not required:

1. Emergencies where time is a crucial factor. An emergency can only be declared by the town board;
2. Procurement for which there is no possibility of competition (sole source items);
3. Procurements of professional services which, because of the confidential nature of the services, do not lend themselves to procurement through solicitation.

METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS

The methods of procurement to be used are as follows:

- Verbal Quotes: The telephone log or similar record should record, at a minimum:
 1. Date
 2. Item or service desired
 3. Price quoted
 4. Name of vendor
 5. Name of vendor's representative.

- Written Quotes: Vendors should provide, at a minimum:
 1. Date
 2. Description of item or details of service to be provided
 3. Price quoted
 4. Name of contact.

- Requests for Proposals: An effective way to award contracts for professional services is to award them after a minimum number of professionals are contacted and asked to submit written proposals. Requests for proposals (RFPs) are used as a means of obtaining a wide variety of professional services. RFPs are used to obtain the services of: architects, engineers, accountants, lawyers, underwriters, fiscal consultants, and other professionals.

AWARDS TO ENTITIES OTHER THAN LOWEST RESPONSIBLE DOLLAR VENDOR

Whenever any contract is awarded to an entity other than the lowest responsible dollar offer, the reasons why the award furthers the purpose of General Municipal Law Section 104-b shall be documented as follows:

- Documentation should be in writing and should address the Town of Wilmington's previous experiences with the chosen entity and/or with competing entities.

REVIEW

The town board shall review and update these policies and procedures as it deems appropriate.

The town board shall be responsible for evaluating the town's various internal control structures to ensure compliance with the town's procurement policies.

UNINTENTIONAL FAILURE TO COMPLY

The unintentional failure to fully comply with the provisions of the town's procurement policies, or with similar provisions of other government entities, shall not be grounds to void actions taken, or give rise to a cause of action against the Town of Wilmington or any officer or employee thereof.

PROCEDURES FOR DETERMINING IF PROCUREMENTS ARE SUBJECT TO BIDDING

The procedures for determining whether a procurement of goods or services is subject to competitive bidding, and for documenting the basis for any determination that competitive bidding is not required by law, are as follows:

PROCEDURES FOR THE PURCHASE OF COMMODITIES, EQUIPMENT, & GOODS

\$1 to \$500: Authorized personnel may submit purchase orders to the town's Account Clerk

\$501 to \$2,500: Purchases must be approved by the Town Supervisor

\$2,501 to \$4000: Purchases require documented verbal, email, or similar quotes from at least three vendors, and must be approved by the Town Supervisor. If quotes from three vendors cannot be obtained, it must be shown that a diligent effort was made to obtain three quotes.

\$4,001 to \$9,999: Purchases require formal written quotes from at least three vendors and must be approved by the town board. If quotes from three vendors cannot be obtained, it must be shown that a diligent effort was made to obtain three quotes.

\$10,000 and up: Sealed bids are required

Procurements will be awarded to the LOWEST RESPONSIBLE AND RESPONSIVE vendor.

Reasonable justification and supporting documentation are required when the procurement is not awarded to the vendor offering the lowest price.

Reasonable justification and supporting documentation are necessary when the required number of quotes cannot be obtained.

AWARDING OF CONTRACTS

Contracts shall be awarded subject to the following requirements:

Contracts worth less than \$1,000: Approval from the Town Supervisor;

Contracts worth \$1,001 to \$3,000: Documented verbal, email, or similar quotes from at least three vendors and approval from the Town Supervisor;

Contracts worth \$3,001 to \$13,000: Formal written quotes from at least three vendors and approval from the Town Board;

Contracts worth \$13,001 to \$19,999: The town supervisor and/or town board must issue a formal request for proposals (RFP), with a response from at least three vendors;

Contracts worth more than \$20,000: Formal sealed bids in conformance with Municipal Law, Section 103.

The town board is not required to accept any of the bids or quotes provided and shall have the right and discretion to contact other vendors for price bids or quotes.

In all circumstances, whenever other than the lowest quote is awarded, there must be written documentation of the reason for the award.

Under no circumstances can a quote that exceeds the bid limit be awarded.

PROFESSIONAL SERVICES AND CONSULTANTS

Professional services and consultants may be employed by the Town, subject to the following requirements:

\$1 to \$5000: Award will be at the discretion of the department head, provided there are appropriations therefore in the town budget. If not, there must be approval from the Town Board.

More than \$5000: Proposals shall be solicited via public advertisement. Prices will be obtained by RFP from at least three qualified sources, where available. The RFP shall provide detailed information concerning the type of service to be provided, evaluation criteria that will govern the contract award, and any other pertinent criteria deemed necessary by the Town Board. Price shall not necessarily be the sole criteria for the award. The award will be made at the discretion of the Town Board.

Awards to other than the lowest proposer must be properly documented with the rationale / reason for rejection of the lowest bid.

In rare and unique circumstances, requests for proposals for professional services over \$5,000 will not be in the best interest of the municipality. These circumstances include situations where the nature of these services are such that the particular professional service provider has special or technical skill, training, experience, accountability, reliability, responsibility, education, judgment and / or integrity specific to the service required.

In these circumstances, the Town Board must document and explain its reasons for not complying with this policy as it relates to professional services and the issuance of an RFP.

DEVIATION FROM THIS POLICY

The Town Board may, by majority vote, vary from the foregoing policies in unique circumstances that make the application of these policies contrary to the public interest, provided that any such deviation shall be made with written documentation describing the basis therefore, which shall be included in the town's meeting minutes and retained in the town clerk's files, and further provided that, despite any deviation from the policies described herein, all public money is spent prudently, fairly, and economically.

Resolution _____-2026: A Resolution Authorizing the Purchase of a New Door for the Parks / Youth Building

WHEREAS the both the Interim Director of the town's Summer Youth Program and the town's Office Clerk have been informed by the Department of Health that in order for the town to operate a Summer Youth Program the town must replace one of the Parks / Youth Building's doors;

IT IS RESOLVED that the Parks Superintendent is authorized to expend not more than _____ to replace the door described herein, with the money to purchase the new door to be drawn from the town's Youth Programs fund.

Resolution _____-2026: A Resolution Authorizing the Replacement of the Sign at the Community Center Sign

WHEREAS the sign at the intersection of Springfield Road and Community Center Circle has shown its age for several years and is now becoming a detriment to the community,

IT IS RESOLVED that the town supervisor is authorized to expend not more than _____ to replace the sign described herein, with the money to purchase the new sign to be drawn from the town's Occupancy Tax CTE Fund.

IT IS FURTHER RESOLVED that the new sign shall be similar to the current sign in size, coloration, and wording.

Resolution _____-2026: A Resolution Authorizing the Town Supervisor to Sign a Memorandum of Understanding with Jay Community News

RESOLVED: Town Supervisor Follos is hereby authorized to sign the following memorandum of understanding with the owner(s) of the Jay Community News:

**Memorandum of Understanding
Between the Town of Wilmington & Jay Community News**

This Memorandum of Understanding (MOU) sets forth the understanding between the Town of Wilmington (“The Town”) and Jay Community News (“JCN”) for the purpose of effective communication with the residents of Wilmington through the dissemination of emergency updates and special notices.

JCN agrees to provide timely distribution of emergency updates and special notices on behalf of The Town to its database of subscribers. This service is intended to enhance community awareness and public safety.

The Town agrees to, one, provide JCN with timely, accurate, and concise information for dissemination during emergencies or special circumstances; and, two, compensate JCN with a one-time payment of \$500 to support the JCN’s efforts to provide these and other services.

JCN agrees to, one, distribute emergency updates and special notices provided by The Town to its subscriber database promptly and accurately; and, two, ensure the availability of its communication platform to fulfill the purposes for which it is being compensated by The Town.

The Town will provide JCN with \$500 as compensation for its performance of the responsibilities outlined herein. This MOU will remain in effect from the date below signed by JCN, through December 31, 2026. Either party may terminate this MOU with 30 days written notice to the other party. This MOU may only be amended upon mutual agreement of both parties; any amendments must be in writing and signed by both parties.

By signing below, the parties agree to the terms of this MOU.

For the Town of Wilmington:

Tim Follos

Supervisor of the Town of Wilmington

Date: _____

For the Jay Community News:

Signature: _____

Printed name: _____

Title: _____

Date: _____

Resolution _____-2026: A Resolution Adopting a New Facilities Use Application

RESOLVED: The Town of Wilmington hereby adopts the following Facilities Use Application, which shall replace and supersede the town's previous Facilities Use Application.

TOWN OF WILMINGTON FACILITIES USE REQUEST

Instructions: Please sign this application and submit it to: Wilmington Town Supervisor, P.O. Box 180, Wilmington, NY, 12997 at least 2 weeks prior to the date for which use is requested.

Your receipt of a signed copy of this form shall constitute approval of this application.

Buildings and Grounds will be rented "as is."

Date(s) of event: _____

Name of organization: _____

Name of responsible individual: _____

I HEREBY APPLY FOR AND REQUEST PERMISSION TO USE THE FOLLOWING TOWN PROPERTY:

Town equipment or services requested, if any: _____

Purpose of use: _____

Event Date(s): _____

Event Time: _____ a.m. / p.m. to _____ a.m. / p.m.

Set-up and/or clean-up dates & times: _____

Will admission be charged? (yes or no): _____

If yes, amount: _____

Will food be served? (yes or no):: _____

Organization Name: _____

Organization Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

I / we agree to abide by, and comply with, all rules and regulations, policies and requirements established and / or imposed by the Town of Wilmington, including any rules or regulations specific to this event.

It is understood and agreed that the use applied for, if approved, may be terminated at any time by the Town of Wilmington.

I / we agree to leave the premises clean and free from garbage.

Applicant Signature: _____ Date: _____

Fee: \$_____

Approved, not approved, or approved with the following conditions:

Wilmington Town Supervisor

Rules & Regulations

1. The use hereby granted shall be non-exclusive, does not constitute a lease of such facilities, and the Town maintains the sole interest in and exclusive control of the premises and said facilities.
2. Both the person signing this application and the organization named herein (hereinafter collectively referred to as the “User”) shall each be jointly and severally liable for:
 - (a) Full compliance with all rules, regulations, policies and requirements established and/or imposed by Town;
 - (b) payment of all fees, expenses and costs charged; and
 - (c) ensuring that immediately following the use the building, equipment, facility, property and / or grounds are left in the same condition as existed prior to the use.
3. The individual (“responsible party” / “applicant”) named herein shall be present before the use is to begin, and shall remain until all users have left Town property.
4. The organization named herein (hereinafter “the applicant”) is solely responsible for the preservation of order during the approved use by all users and those who are attracted to the use, and shall be required to provide crowd control measures inside and outside the building / facility / property and / or grounds during the time of the approved use and for a reasonable time thereafter.
5. If the anticipated or actual number of guests / spectators / attendees / etc. make it necessary — in the opinion of the Parks Superintendent, Highway Superintendent, or Town Supervisor — to request the services of police, fire, or other safety personnel, the applicant shall pay all costs thereof.
6. The number of persons admitted as users and spectators shall not exceed the capacity of the building, facility, grounds or other property used.
7. All electrical equipment, and arrangements for the use of any electrical equipment, shall be under the direction and control of the Parks Superintendent, or his / her designee.

If special lighting or electrical equipment is desired by the User, permission must be granted in advance by the Parks Superintendent.

All costs and charges incurred for the applicant’s use of approved electrical equipment shall be paid solely by the applicant.
8. No Town furniture, fixtures, or equipment may be moved without the specific permission of

the Parks Superintendent.

9. All personal property of the User shall be removed from Town property once the use is completed, and any property not so removed will be at the User's risk. All personal property left on Town property shall be disposed of ten days after completion of the use.

10. The sale or service of food and/or non- alcoholic beverages shall not be allowed except upon specific written permission of the Parks Superintendent or Town Supervisor.

The Town reserves the right to refuse to allow food and/or beverages to be served and/or sold.

11. All users shall comply with all laws and Town policies governing the use of Town property, as well as the conduct of people therein and thereon.

12. To the fullest extent permitted by law, and notwithstanding any insurance requirements, the User shall indemnify, hold harmless and defend the Town from and against any and all losses, claims, actions, demands, damages, liabilities, or expenses — including, but not limited to, attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Town for damages to person, property, or of any other kind and nature, sustained by any person or persons, including, but not limited to, the User, its officers, employees, agents, contractors or subcontractors, guests, attendees, invitees, and those who are attracted to the use, occurring during the term of User's occupancy of any portion of the subject premises arising directly or indirectly from User's use of Town real property, equipment, or similar or related property.

13. User further agrees to take and use the premises "as is," and acknowledges that:

A. No representations have been made by the Town as to the condition of the property; and

B. User has inspected the premises prior to the execution of this agreement and accepts the same as being fit and suitable for User's purposes; and

C. User assumes all liability and responsibility for the condition of the premises during the term of this permit.

14. User shall not make any alterations, changes or modifications to the property without the express prior written consent of the Town, except that User is hereby authorized to set up tables and merchandise displays, and User shall and does assume all responsibility and liability for any and all such items.

15. User agrees to comply with all applicable Federal and State Laws, rules and regulations governing User's use of the premises for the purposes intended by User under this agreement, and:

a) Not to commit or allow to be committed any waste on the premises; and

b) Not to create or allow any nuisance to exist on the premises; and

c) Not to use or allow the premises to be used for any unlawful purposes; and

d) To be solely responsible for providing all safety equipment to and supervision of the participants and invitees in User's operations throughout the entire term of this agreement, it being agreed by User that the Town has no responsibility or obligations whatsoever pertaining thereto; and

e) To be solely responsible for all clean-up and removal of any and all debris generated by reason of User's use of the premises under this agreement, and such clean-up and removal shall be performed at User's sole cost and expense; and

f) To be solely responsible for restoration or repair of damage to the premises as a result of User's use thereof for any and all operations, with the costs thereof to be paid solely by the User, it being understood and agreed by the parties that any and all repairs and restoration shall be of a nature and extent such as to restore the property to the condition that it was in prior to User's use of the premises under this agreement; and

g) To promptly report in writing to the Town all damages to property of the Town or of others, or of injuries incurred by any person(s) including employees of the User, in any manner relating, either directly or indirectly, to this permit.

16. The Town has the right to revoke or terminate this permit immediately in the event of User's failure to comply with the terms of this permit.

17. This agreement shall be construed in accordance with the Laws of the State of New York. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of, in whole or in part, without the prior written consent of the Town; and any attempts to do so without the Town's written consent are null and void.

18. The Town may, at its sole discretion, require an employee to oversee or help with any aspect of the use. The employee described herein shall be paid by the Town and the applicant will be billed for the employee's time.

19. The person in charge, named, shall be responsible to see that the use described herein is orderly and that no damage is done to the building, grounds, or to any Town property, real or person, or to any adjacent or neighboring real property or personal property thereon. The applicant agrees to pay the Town or any adjacent or neighboring real property owner for damages or loss incurred

through its use. The person who signs this application personally guarantees the aforescribed payment and also guarantees payment of the costs of any town employee's wages, if applicable.

20. The provisions of this agreement regarding defense and indemnification shall survive the termination of this agreement and the end of the use.

21. All activities shall be restricted to the area for which permission is granted.

22. The activities shall not extend beyond the hours approved in this permit application.

INSURANCE REQUIREMENTS FOR USE OF TOWN FACILITIES

The Applicant shall procure and maintain during the use the following required insurance:

→ Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Applicant hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

The naming of the Town as an "additional insured" on the Applicant's insurance policies, or the inclusion of a contractual liability endorsement covering the Applicant's use of Town property.

The policy/policies of insurance furnished by the Applicant shall:

→ be from an A.M. Best rated "A" New York State licensed insurer; and

→ contain a 30-day notice of cancellation

The Applicant agrees to indemnify the Town for any applicable deductibles.

The Applicant acknowledges that failure to obtain such insurance on behalf of the Town **constitutes a material breach of contract** and subjects the Applicant to liability for damages, indemnification and all other legal remedies available to the Town.

Prior to any commencement of work or presence in preparation for the use described herein, the Applicant shall provide to the Town proof that the requirements described herein have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance.

The failure of the Town to object to the contents or absence of the certificate(s) and/or declarations pages shall not be deemed a waiver of any and all rights held by the Town.

All certificates of insurance will provide 30 days notice to the Town of cancellation or non-renewal.

Applicant waives all rights of subrogation against the Town and will have the General Liability, Umbrella Liability, and Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

The Town shall be listed as an additional insured on a primary and non-contributory basis.

Resolution _____-2026: A Resolution Approving the Use of Greg Winch Park and the Beach Pavilion by Doug Haney & Bike ADK for “Ride for the River” Party

RESOLVED: The Town of Wilmington hereby grants Doug Haney / Bike ADK permission to use Greg Winch Park and the adjacent pavilion at the town beach for the conclusion of the annual “Ride For the River” event on Sunday, July 12, 2026, consistent with the terms of the town’s Facilities Use Application and the following terms and conditions: 1) Event guests will not park on Bowman Lane or in the parking lots adjacent to the town beach, and; 2) The event shall conclude no later than 4 p.m. on July 12.

AGREEMENT

THIS AGREEMENT made this _____ day of May, 2026, between

THE TOWN OF WILMINGTON, with offices at 7 Community Center Circle, Wilmington, New York 12997, &

THE WHITEFACE MOUNTAIN REGIONAL VISITORS BUREAU, a not-for-profit organization corporation with offices at 5753 New York State Route 86, Wilmington, New York 12997.

WHEREAS pursuant to the laws of the State of New York, The Town of Wilmington, New York (hereinafter “the Town”) has the authority to enter into contracts with civic organizations pursuant to the Town’s responsibilities to the Town’s taxpayers and the general welfare of the Town’s residents; and

WHEREAS The Whiteface Mountain Regional Visitors Bureau (hereinafter “the Visitors’ Bureau”) has organized to develop, encourage, and promote Wilmington’s businesses and desires to enter into a contract with the Town for this purpose; and

WHEREAS the Town has budgeted \$14,000 for the above-described contract; and

WHEREAS in exchange for \$14,000, and other good and valuable consideration, the Visitors’ Bureau agrees to the following:

(1) The Visitors’ Bureau agrees to keep its office open to the public _____ through Sunday, at least _____ hours a day, at a minimum; a change in this policy shall only be allowed pursuant to the mutual agreement of the Town Supervisor and the President of the Visitor’s Bureau’s board.

(2) The Visitors’ Bureau agrees to continue providing the following services for the Town’s residents, businesses, and taxpayers:

(a) Developing and implementing promotions and events — including, but necessarily limited to, the annual “Two Fly” contest, the annual uphill races, the annual Mountain Music Festival, and the annual Festival of Colors — designed to attract visitors to the Town and customers for the Town’s businesses;

(b) Developing and maintaining inventories of advertising and promotional materials used to attract visitors to the Town and customers for the Town’s businesses;

(c) Developing and maintaining mutually beneficial working relationships with other regional entities engaged in the promotion of tourism, including, but not limited to, The Lake Placid / Essex County Visitors Bureau (“ROOST”), The Olympic Regional Development Authority, Essex County, and Clinton County;

(d) Developing and maintaining a mutually cooperative working relationship with the Town Council of the Town of Wilmington (hereinafter “Town Board”). This may include meetings with the Director of the Visitors’ Bureau and the Town Board to set goals and review program performance, as determined by the Town Supervisor and / or Town Board;

(e) Developing and maintaining a coordinated approach to marketing with the lodging, restaurant, and other businesses of Wilmington so that common objectives can be obtained

and common programs can be carried out efficiently and by mutual agreement;

(f) Developing and implementing procedures for creating and maintaining customer contact and other databases, and providing the town's businesses with data for their own promotional uses;

(g) Representing Wilmington and its businesses at trade and consumer shows;

(h) Taking the lead in developing group business ventures (including, but not limited to, events).

(3) The Visitors' Bureau agrees to indemnify, defend and hold harmless the Town of Wilmington, its officers, employees, agents and servants from and against any and all claims, suits, losses, damages, expenses, causes of action, demands, costs or judgments of whatever nature against them, individually or collectively, arising from or in connection with this Agreement — or from the Visitor's Bureau's, or its agents, officers, volunteers, or employees', use of any parks, buildings, parking lots, or similar or related properties owned by the Town — including, but not limited to: all claims for bodily injuries, including death, or property damage suffered by any person, firm or corporation as a result of negligence, strict liability, strict product liability, or breach of contract, including all claims or causes of action seeking contribution and/or apportionment of responsibility under the laws of the State of New York.

It is understood that this agreement of complete indemnity is intended by the parties to require the Visitors' Bureau to perform all actions necessary to prevent any financial liability for the Town whatsoever, and protect the Town from any financial exposure or monetary loss of any kind or nature.

(4) The Visitors' Bureau agrees to submit an annual written report to the Town Board no later than December 1, 2026, setting forth a narrative statement of the Visitors' Bureau's evaluation of its performance of its duties for the Town pursuant to this Agreement, which shall include a reasonable estimate of the benefits derived by the Town's taxpayers and its citizens from this Agreement. Selected copies of advertisements and literature evidencing the work product of the Visitors' Bureau over the preceding months may be submitted.

(5) The Visitors' Bureau agrees that its offices, personnel and equipment shall not be used for any political purposes whatsoever; nor shall its agents, officers, and employees attempt to influence the town's decisionmaking or its political processes.

(6) The Supervisor of the Town of Wilmington, or his or her designees, shall be a liaison to the Whiteface Mountain Visitors Bureau, and shall be notified of, and invited to attend, all meetings and discussions of the Board to the Visitor's Bureau, and the aforescribed meetings shall be conducted according to a schedule determined by mutual agreement of the President of the Visitor's Bureau's Board and the Town Supervisor.

(7) This Agreement shall terminate on January 1, 2027, or such other date as determined by mutual agreement of the Supervisor of the Town of Wilmington and the President of the Visitor's Bureau's Board.

In consideration of the promises, terms, and conditions contained herein, the Town will provide by check the

Visitors' Bureau the funds described herein in equal one-half shares on the following dates: May 15, 2026 and December 1, 2026.

The Town and the Visitors' Bureau (hereinafter "the parties") agree that the funds described herein are and shall be conditional, and shall be conditioned upon the Visitors' Bureau's full and complete compliance with all provisions of this agreement.

The checks described herein shall be provided to the Visitors' Bureau on or after the dates above listed. The foregoing actions shall be completed pursuant to the financial policies and procedures of the Town and any and all certifications the Town may require shall comply with the auditing procedures of the Town, New York State, and any other government.

At and upon the execution of this agreement by the parties, any and all prior agreements between the parties, written or oral, shall terminate and shall be without force or effect.

This agreement may not be modified or amended except by an instrument in writing signed by the Town Supervisor and the President of the Visitor's Bureau.

This agreement is not intended to create, nor shall it be construed as creating, a joint venture or partnership.

The Visitors' Bureau acknowledges that it is aware of and familiar with the provisions of General Municipal Law SS801, 803 and 805-A and of the Code of Ethics of the Town of Wilmington.

The Visitors' Bureau agrees that at no time during the term of this agreement shall it knowingly permit or allow performance of its services for the Town to involve any violation of the aforesaid statutory provisions or of the Town's Code of Ethics.

The Visitors' Bureau agrees to fully comply with all other laws and regulations of the States of New York.

This agreement shall be construed in accordance with the laws of the State of New York. This agreement contains the entire understanding of the parties and there are no representations, warranties, or covenants or undertakings, other than those expressly set forth herein.

This agreement is binding upon the parties and upon their representative successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to sign and execute this agreement and affix their respective seals hereto on the day and date below indicated.

TOWN OF WILMINGTON
BY
Timothy Follos, Supervisor

Date

WHITEFACE MOUNTAIN REGIONAL VISITORS BUREAU
BY
Joyce Terry, President

Date

RESOLUTION _____ OF 2026: A Resolution to Update the Town's Logo

WHEREAS the Town Council (“town board”) of the Town of Wilmington, New York (“the town”) recognizes that it will be beneficial for the image and perception of the community to consider updating the town’s logo; and

WHEREAS the town board wishes to sponsor a contest in order to support and inspire local artists and create interest, excitement, and enthusiasm in the community; and

WHEREAS the town board recognizes that it will be beneficial to the town to have multiple pieces of artwork to choose from for the purposes of promotional posters for town events, website content, advertisements, and other promotional material; therefore

IT IS RESOLVED that the town supervisor is authorized to announce and promote a contest to create the town’s new logo, with cash prizes drawn from Occupancy Tax CTE fund;

IT IS FURTHER RESOLVED that the cash prize for the contest winner shall be \$1000; and

IT IS FURTHER RESOLVED that the cash prize for second-place shall be \$750; and

IT IS FURTHER RESOLVED that the cash prize for third-place shall be \$500; and

IT IS FURTHER RESOLVED that the cash prize for honorable mention shall be \$100; and

IT IS FURTHER RESOLVED that the contest winners shall be selected by a committee appointed by the town board, using criteria provided by the town board.

Town of Wilmington
Facility Use Agreement

I. THE PARTIES.

This Agreement ("Agreement") is between the Town of Wilmington, with a mailing address of P.O. Box 180, Wilmington, N.Y. 12997("Hereinafter the "Town"), and the following individual or organization

(Hereinafter "the individual or organization"), with a mailing address of

II. PREMISES.

The Town of Wilmington agrees to permit the use of the following Town property by the individual or organization in accordance with the terms described herein:

Facility:

Town Park

Festival Field

Town Beach

Other:

III. DATE & HOURS OF AGREEMENT

The individual or organization shall be allowed to occupy the above-described premises starting at _____ am/pm, and ending at _____ am/pm, on the following date(s): _____

At the end of the above-described period of time, the individual or organization shall return the premises to the Town in the condition they were in at the start of the above-described period of time.

IV. PAYMENT TERMS

The individual or organization shall be responsible for the following: (check all that apply)

Security deposit

Trash removal

Town staff overtime

\$100 use fee, for events that either charge admission or have another revenue-generating, or require town labor.

V.

The individual or organization agrees to respect Town property, and surrounding residents.

VI. ADDITIONAL TERMS

The individual or organization hereby agrees to indemnify, defend and forever hold the Town of

Wilmington harmless from and against all claims, damages, costs, expenses (including attorney's fees and disbursements), and liabilities resulting from injury or damage to or by the individual or organization, its agents, employees, event attendees, adjacent property owners and residents, and any other person who uses the premises described herein in connection with the Agreement. In addition, the individual or organization shall provide proof of general liability insurance in the amount of \$1,000,000, naming the Town as an additional insured.

Town Supervisor's Signature: _____

Printed Name: _____

Date: _____

Name of the individual or organization: _____

Signature of duly authorized agent of organization, principal, or individual:

Printed Name: _____