

Agenda of the August Regular Monthly Meeting of the Wilmington Town Board
Tuesday, August 11, 6 p.m.

1. Guest: Aaron Kellett (General Manager, Whiteface Mountain)
2. Announcements & reports
 - Animal control officer
 - Townwide yardsale
 - Wilmington Get-Together
 - Comprehensive Plan grant application
 - Town logo
3. Discussion / resolution: Contract for Senior Van
4. Discussion / resolution: Funds held in escrow for beach road
5. Discussion: Additional share of county sales tax revenue
 - Discussion: Replacing the transfer station shed
6. Discussion / resolution: Zoning code amendments
7. Discussion: Community priorities survey
8. Discussion: Town hall forum
9. Discussion: Food trucks
10. Discussion: resolution supporting AuSable Valley Central School
11. Discussion / resolutions: Budget amendment
 - Routine payments & transfers
12. Public comments

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

AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the 1st day of September, 2026 on behalf of OFFICE FOR THE AGING, with offices and principal place of business located at P.O. Box 217, Elizabethtown, New York 12932, hereinafter referred to as "COUNTY" and

TOWN OF WILMINGTON, with offices and principal place of business located at 7 Community Circle, Wilmington, New York 12997, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, under New York General Municipal Law Article 5-g, the parties can enter into an intermunicipal cooperation agreement for the provision of shared services and joint municipal undertakings; and

WHEREAS, the parties are desirous of entering into an agreement whereby ESSEX COUNTY will provide to TOWN an amount not to exceed \$68,000.00 for the purchase of a 15 passenger van to provide vital transportation of old residents of both the Town and County to include transportation to social events, shopping, congregate site visits and other transportation needed and identified by the Essex County Office for the Aging in the Town of Wilmington.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) lawful money of the United States of America and of the mutual covenants and promises herein set forth and other good and valuable consideration, ESSEX COUNTY and TOWN OF WILMINGTON agree as follows:

1. ESSEX COUNTY will provide the Town of Wilmington an amount not to exceed \$68,000.00 for the TOWN to purchase a passenger van seating up to 15 passengers. These will be the only funds that COUNTY will provide for this agreement. TOWN shall submit final invoices, bill of sale, vehicle registration and title documents to ESSEX COUNTY immediately upon purchase of the vehicle together with the appropriate certificate of insurance.
2. Title to the vehicle will be in the TOWN'S name and TOWN will be responsible for funding all

related costs, including, but not limited to, staff/drivers, maintenance, insurance, repair and operation.

3. The parties acknowledge that COUNTY shall only provide the funds and shall not otherwise be responsible for any other matters related to the purchase of the van by the Town. The COUNTY shall not provide a driver. It shall be the responsibility of TOWN to provide a qualified driver.

4. TOWN will use the van to provide transportation weekly to individuals that are 60 years of age and over to social events, including shopping, congregate site visits and any other transportation need identified by Essex County Office for the Aging and the Town of Wilmington. TOWN agrees that routes and events identified and requested by Essex County Office for the Aging shall be accepted by the Town of Wilmington and the Town of Wilmington will provide transportation services for the same.

5. TOWN agrees the van will not be used for any other purposes except for transportation of individuals that are 60 years of age and over as described above.

6. TOWN will provide reports of transportation and trip logs relating to the operation of the van with a list of older adults that the TOWN serves. Reporting template will be provided by Essex County Office for the Aging, and will be due to the same no later than the 10th day of the following month.

7. In the event either party terminates this agreement or ceases to provide the service, ownership and title of the van purchased with these funds will be transferred to Essex County.

8. TOWN shall use the van in a safe and reasonable manner and shall comply with and conform with all laws, rules of the road and regulations pertaining thereto for the safety of the traveling public. Without limiting the foregoing, TOWN shall only allow persons properly trained, qualified and licensed to drive a Town of Wilmington owned vehicle.

9. Upon purchase and receipt of the van, TOWN and COUNTY will complete the Supplemental Contract required by the New York State Office for the Aging. TOWN will also provide COUNTY with the invoice of sale and paid receipt.

10. This agreement may be terminated without cause by either party upon twenty-four (24) hours'

written notice, and upon such determination, neither party shall have any claim or cause of action against the other except for services performed.

11. TOWN shall be responsible for the care and supervision of all employees and drivers.

12. TOWN shall list COUNTY as an Additional Insured and Certificate Holder and provide the insurance as set forth at Schedule A, attached hereto and made a part hereof.

13. Each party shall defend, indemnify and hold the other harmless to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of actions, and claims including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the others negligence and/or its performance or failure to perform this Agreement.

14. During the term of this Agreement, TOWN, at its own cost and expense, shall keep the van in good repair, operating condition, and working order, reasonable wear and tear from normal use excepted, and shall furnish any and all parts, fuels, fluids, mechanisms and devices required to keep the van in good mechanical working order.

15. In the event there is any damage to the vehicle, or should the vehicle need repair, or there is a problem with the vehicle, TOWN shall immediately notify COUNTY. TOWN shall report immediately in writing, or by telephone, any accidents or passenger accidents.

16. It is hereby mutually covenanted and agreed that the relation of TOWN to COUNTY shall be that of an independent contractor. As an independent contractor, TOWN shall be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said use whether or not TOWN, its agents or employees have been negligent. TOWN shall hold and keep COUNTY free and discharged from any and all responsibility and liability of any sort or kind. TOWN shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the use from the action of the elements, or from any unforeseen or unusual difficulty. TOWN shall make good any damages that may occur in the consequences of the use or any part of the use. TOWN shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

17. This agreement may be executed by electronic signature and in any number of PDF or fax

counterparts and each counterpart shall for all purposes be deemed to be an original; and all such counterparts shall constitute but one and the same agreement.

18. This Agreement is the entire Agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2026.

ESSEX COUNTY

By:

John M. Mascarenas, County Manager

TOWN OF WILMINGTON

By:

Timothy Follos, Supervisor

AGREEMENT

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

THE TOWN OF WILMINGTON, with offices at 7 Community Center Circle, Wilmington, New York 12997 & FIRST COLUMBIA LLC, a limited liability company with offices at 22 Century Hill Drive, Latham, New York, 12110

WHEREAS in 2011 First Columbia LLC and/or First Columbia Wilmington LLC (hereinafter “First Columbia”) entered into an agreement with the Town of Wilmington (hereinafter “The Town”) through which First Columbia agreed to make certain improvements to Bowman Lane (hereinafter “the road”) and thereafter transfer ownership of the road to the Town; and

WHEREAS it is now 2026, and the above-described process remains incomplete; and

WHEREAS in 2011 First Columbia provided the Town with a bond to secure its fulfillment of the above-described agreement; therefore

FIRST COLUMBIA and THE TOWN hereby agree to the following terms:

1. The Town (or its designees) have replaced the lightposts that border Bowman Lane;
2. The Town (or its designees) shall repair the sidewalk bordering Bowman Lane; and
3. The Town (or its designees) shall pave Bowman lane and make any additional repairs and improvements that the town’s Highway Superintendent deems necessary; and
4. The funds necessary for the repairs and improvements described herein shall come from an escrow account established by First Columbia and the Town in 2011;
5. After the foregoing repairs are complete, the Town shall take ownership of Bowman Lane, and any remaining funds in the escrow account described herein shall be returned to First Columbia.

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

FOR FIRST COLUMBIA, LLC & FIRST COLUMBIA WILMINGTON, LLC

Nathaniel Bette

Authorized representative

Date

WILMINGTON COMMUNITY SURVEY 2026

What are the most important issues facing you, your family, and / or Wilmington? Please choose up to three.

- A) Sediment accumulation in the river
- B) Lack of daycare / childcare options
- C) Lack of employment opportunities / lack of employees
- D) Housing shortage (affordability / lack of long-term rentals / etc.)
- E) Lack of support for elderly residents
- F) Too much land-clearing and/or deforestation
- G) Property taxes and/or assessments
- H) Lax town zoning codes
- I) Overly strict town zoning codes
- J) Speeding on rural roads
- K) Split school districts
- L) Lack of shopping options
- M) Division within the community
- N) Town branding and/or graphic design
- O) Too much regulation of short-term rentals
- P) Too little regulation of short-term rentals
- Q) Lack of support for tourism, business, and/or population growth
- R) Lack of support for lower income residents & families
- S) Other (please explain below)

Wilmington has received more than \$100,000 in “community tourism enhancement” (“bed tax”) money a year, and now has hundreds of thousands of dollars of this “community enhancement” money in a reserve fund. There are restrictions about what this money can be spent on. What would you like to see the town spend it on? Please only choose two.

- A) A skating pavilion
- B) Additional sidewalks and bike lanes
- C) Dredging the river
- D) A new multi-use community building
- E) Purchasing vacant land for a dog park
- F) Purchasing vacant land for “workforce housing”
- G) Lowering property taxes
- H) Creating additional trails and / or maintaining existing trails
- I) Other (please explain below)

Thank you for taking the time to complete this survey!

Please mail it back using the enclosed envelope.

To take a longer survey, please visit

<https://www.townofwilmington.org/wilmington-community-survey-2026-long-form/>, or scan the QR code below. Then print, fill out, and return it to the town offices via mail, or by dropping it off at the town hall. You can also pick up a copy of the long-form survey at the town hall.

If you would like to provide more information, or have other items you would like to discuss, please email the town clerk at townclerk@townofwilmington.org.

Thanks again!



RESOLUTION NO. _____ OF 2026

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR THE TOWN HISTORIAN FROM THE UNAPPROPRIATED UNRESERVED GENERAL FUND BALANCE

WHEREAS, the Town of Wilmington has agreed to provide the Town Historian with a \$1500 honorarium in recognition of her work for the Town; and

WHEREAS, the current appropriation in Account A7510.1 (Historian, Personal Services) is insufficient to cover this expenditure; and

WHEREAS, pursuant to New York State Town Law §112, the Town Board may by resolution make a supplemental appropriation from unappropriated unreserved fund balance;

THEREFORE, IT IS RESOLVED, that the Town Board hereby authorizes the following budget amendment and supplemental appropriation:

- Increase the appropriated funds in Account A7510.1 (Historian, Personal Services) in the amount of \$1,500
- Decrease the source account — A909 Unappropriated Unreserved General Fund — in the amount of \$1,500

BE IT FURTHER RESOLVED, that the Town's Account Clerk and the Town Supervisor are hereby authorized and directed to amend the town's general ledger and the town's budget accordingly.