

**Brandon Select Board Meeting**  
**April 9, 2018**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, April 9, 2018 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located at the Town Office at 49 Center Street and on the community bulletin board located between Dave's Grocery and the Forest Dale Post Office. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
  - a) Agenda Adoption
- 2) Approval of Minutes
  - a) Select Board Minutes - March 26, 2018
- 3) Town Manager's Report
- 4) Comments for Items not on the Agenda
- 5) Revolving Loan Fund - Red Clover Ale, Co.
- 6) Tax Stabilization - Smith Block
- 7) Approve Park Street Loan Agreement
- 8) Review and Approve Emergency Management Ordinance
- 9) Fiscal
  - a) Warrant - April 9, 2018 - \$94,048.27
  - b) Route 7 Construction Warrant - April 9, 2018 - \$34,174.02
- 10) Executive Session: 1 V.S.A. § 313(a)(1)

"I move to find that premature general public knowledge of the current Union negotiations will clearly place the Town at a substantial disadvantage".

"I move that we enter executive session to discuss the Union contract under the provisions of Title 1, Section 313(a)(1) of the Vermont Statutes".
- 11) Adjournment

## **Brandon Select Board Meeting March 26, 2018**

**NOTE:** These are unapproved minutes, subject to amendment and/or approval at the subsequent board meeting.

**Board Members In Attendance:** Devon Fuller, Doug Bailey, Seth Hopkins, Tracy Wyman, Brian Coolidge

**Others In Attendance:** Dave Atherton, Bernie Carr, Richard Baker, Mike Frankiewicz, Lee Kahrs, Jeff Stewart, Arlen Bloodworth, Bill Moore, Steve Bissette

### **1. Call to order**

The meeting was called to order by Seth Hopkins at 7:00PM.

The 8<sup>th</sup> winner of the Even Better Brandon drawing was Sue Markowski.

**a) Agenda Adoption – Motion** by Devon Fuller/Tracy Wyman to adopt the agenda. **The motion passed unanimously.**

### **2. Approval of Minutes**

#### **a) Approval of Minutes – March 12, 2018 - Select Board Meeting**

**Motion** by Tracy Wyman/Brian Coolidge to approve the March 12, 2018 Select Board minutes. **The motion passed unanimously.**

### **3. Town Manager's Report**

Dave Atherton reported the contractor has conducted initial mobilization of equipment for Segment 6 for the next phase. Construction has been initiated in preparation of the installation of Storm Water Treatment Structure #3, which is located just south of the US Post Office parking area. Within the upcoming two weeks, it is anticipated to restart improvements to Segment B, the Central Park area, which is to include sewer, water, underground electrical, and storm water drainage. The survey control will be placed with Segments E and F, approximately from Crescent Park North to the project-end. There is a pre-construction meeting scheduled for next Tuesday, April 3rd at 6:30PM at the Town Hall. A pre-construction meeting will be held on March 27<sup>th</sup> for Bridge 114 with VTrans and Alpine Construction. The Town is tentatively planning to post the advertisement to bid on the Churchill Road Bridge by the end of the month. There will be a conference call with Federal Highway to go over some loose ends. Mr. Atherton received confirmation from Hazard Mitigation that the three properties; Harrison, Lee and Swan submitted for buyouts were approved and he has notified the property owners. The next submission to Hazard Mitigation will be on April 30<sup>th</sup>. Mr. Atherton attended the Rutland Regional Planning Commission's meeting on March 20<sup>th</sup> for the Conti Solar presentation. Mr.

Atherton has updated the Local Emergency Operations Plan that will be discussed later in the meeting. The current amount of delinquent taxes sent to the attorney for tax sale is \$60,405.70 and \$41,330.27 for the delinquent sewer bills. The VLCT will be hosting a series of listening sessions, with one scheduled to be held in Orwell this Thursday at 6:00PM at the Fire House. Mr. Atherton thought it would be worthwhile if one of the board members could attend the session, as they want to hear what is going on in the towns.

Devon Fuller stated now that Segment 6 is starting up again, anyone is interested in purchasing bricks for Central Park can do so through [polarengraving.com/brandonalliance](http://polarengraving.com/brandonalliance).

Steve Bissette questioned whether there has been any action with regard to Barlow Avenue and Mr. Atherton advised that the Town is unable to get into the river yet and will be doing limited repairs in that area until permission is granted.

#### **4. Zoning Administrator's Report**

Seth Hopkins advised Mrs. Scheck has submitted a written report and is available for questions in between meetings.

#### **5. Comments for Items Not on the Agenda**

Devon Fuller noted at the last Select Board meeting there was discussion of requesting party status for the Conti Solar Project and asked if the Select Board is in a position to do that. Dave Atherton advised the Town could file on April 12<sup>th</sup> after the 45-day waiting period, as the application number is required, but the Select Board could prepare for the submission.

**Motion** by Devon Fuller/Doug Bailey to authorize the Town Manager acquire party status for the Town of Brandon and Brandon Planning Commission for the Conti Solar Project at the intersection of Park Street and Country Club Road. **The motion passed unanimously.**

Doug Bailey suggested the Public Works Department review the river near the area around Blue Moon as it looks like some stone has come down this winter. He is aware that the Town cannot get into the river yet. Bernie Carr noted that the area has been like that since Irene, as a massive piece of granite broke away from the area. He stated perhaps more has come down, but what was there for generations is now gone.

Bill Moore reported the Rec Department completed a successful series of Quiz Nights, which was a collaboration with Molly Kennedy and the Brandon Library. There are plans to hold this event again next fall. An upcoming trip from June 15<sup>th</sup> through the 17<sup>th</sup> to Gettysburg is being offered in cooperation with Middlebury and Pittsford Rec Departments. Kevin Thornton will host the trip. Information about this trip is available on the Town's website under the Rec Department section. Devon Fuller stated a trip like this is exactly what people have asked for, as it is not just for the youth but for everyone. Mr. Fuller noted Bill Moore is doing a very good job as Brandon's Rec Director.

#### **6. Consider Tax Stabilization for Briggs**

Bill Moore advised Catherine Briggs of Briggs Lane, Brandon LLC has submitted a request for tax stabilization for the Briggs Lane properties. The Town has the ability to offer tax stabilization if someone improves their commercial property and provides invoices of the improvements. Catherine Briggs is the owner of the Chamberlain building and over the course of two to three years has done property improvements totaling \$216,764.00 to bring the properties to use again. Using the policy as a guide, it would be 6 years of stabilization totaling \$62,200.00. These were dilapidated properties and the Chamberlain property will open as commercial and livable space. The tax stabilization would be on the municipal portion only. Dave Atherton stated after tropical storm Irene, the Chamberlain building was seriously damaged and the owners have done a wonderful job in bringing the property back.

**Motion** by Devon Fuller/Tracy Wyman to approve the tax stabilization for Briggs Lane, Brandon LLC for 6 years. **The motion passed unanimously.**

Mr. Moore advised he would be bringing another request to the Select Board at the April meeting.

#### **7. Consider Request from BAG to Install 4 Quilt Boards on Their Building at 7 Center Street**

Jeff Stewart advised the Brandon Artist Guild (BAG) has launched a Quilt Trail of Brandon Vermont project that are contemporary quilt patterns painted on 4' x 4' boards. The entire community is engaged in this project and the BAG thinks it will be good for the Town. The quilt boards will be placed around the Town and the project is intended to run up to two years through the course of Segment 6. Mr. Stewart reported the state language considers the boards as murals, which requires approval by the local select board. The intention of the BAG is to affix four of the quilt boards along the north wall of their building for viewing from the north and from Café Provence. The timeline for the project is for installation by mid-April.

**Motion** by Doug Bailey/Tracy Wyman to approve the Brandon Artist Guilds' request to install 4 quilt boards on the outside of their building at 7 Center Street.

Doug Bailey asked if the adjoining landowner has been contacted and it was noted that Café Provence does not have an issue with the quilts. The BAG will be asking business owners if other quilts can be placed in their windows. Mr. Bailey noted there had been concern with safety issues in that area and asked if this could possibly be a safety concern. Mr. Atherton advised there would be a crosswalk placed in the area of discussion as part of Segment 6.

Devon Fuller appreciated the BAG coming to the Select Board to make them aware of this change; however, he did not think the quilt boards are either a sign or mural and did not think the Select Board has authority over them.

Bernie Carr noted previous BAG projects have been a tremendous draw for the Town. Dave Atherton advised the Sign Ordinance has an exemption for signs for artistic purpose so the quilt boards had already been exempt from permits.

**The motion passed unanimously.**

## **8. Approve Sale of real Estate**

### ***a) Tax Map 06-01-52***

**Motion** by Devon Fuller/Tracy Wyman to approve the sale of the town property with a location on the tax map 06-01-52 to Julie and Barry Delphia for \$1,000.00. **The motion passed unanimously.**

Dave Atherton reported this is another one of the swamp lots that is landlocked that the Delphias would like to purchase for hunting purposes. They are working with other landowners to get the properties they have purchased to be contiguous. Mr. Mr. Atherton had a prepared Purchase and Sales agreement and the 1061 notice for submission in The Reporter available for the Select Board's signature. He noted this is the best the Town can get for this property.

### ***b) Tax Maps 10-01-33 and 10-01-34***

**Motion** by Tracy Wyman/Brian Coolidge to approve the sale of the town property with locations on the tax maps 10-01-33 and 10-01-34 to Benny and Julie Lonergan for \$2,000.00. **The motion passed unanimously.**

Dave Atherton reported this is landlocked town property on the corner of Union Street and Florence Road. The lot is wet and part of it is ledge and the Lonergan's surround the parcel on three sides. This is the best the Town can get for this property.

## **9. Approve Audit**

Dave Atherton stated that in the past, the auditors have attended a Select Board meeting to provide an overview of the audit. Mr. Atherton advised that the Town Clerk has reached out to the auditors to discuss the possibility of providing a presentation at a subsequent meeting. Mr. Atherton recommended postponing the approval of the audit until a presentation is provided. The Select Board agreed. Mr. Hopkins noted concern with the representation letter of the audit, as he did not believe the Select Board is qualified to sign the letter and thought it should be the responsibility of the Town Treasurer. Mr. Atherton noted the letter would need to be adjusted as it also has school district language included in it. Mr. Hopkins suggested the Town Treasurer, Town Manager and the Auditors work on adjusting the letter and scheduling a presentation.

**Motion** by Doug Bailey/Devon Fuller to table the approval of the audit to a subsequent meeting. **The motion passed unanimously.**

## **10. Adopt Local Emergency Operations Plan**

### ***a) Town of Brandon Emergency Management Ordinance***

Seth Hopkins stated the Emergency Management Ordinance was adopted in 1993 and a suggested revision was provided to the Select Board for discussion. Dave Atherton does an annual Emergency Operations Plan update and the Regional Planning Commission provides suggested documents to be include in the plan. Mr. Atherton noted the ordinance is old and suggested keeping it update as the Town receives new documents for inclusion in the ordinance. Mr. Hopkins had concerns with the proposal where it designates the Town Selectmen as the officers for emergency management because the Town Manager has been the Emergency Town Director in the past. He did not think having an entire board is the best way to handle an emergency. On the 3<sup>rd</sup> page, there is the reference to a Town Emergency Management Coordinator and in the current plan the Town has only a director and it seems the Town Manager has been able to handle the tasks. Mr. Hopkins suggested going with the new ordinance with naming the Town Manager as the local Emergency Management Director. Doug Bailey stated the Board has not acted previously and the practice had been the Town Manager and the Police Chief were in charge. Mr. Atherton did not think a coordinator is necessary if there is a director. Mr. Atherton advised that this document does not have to go into the Emergency Management Plan to adopt it. Doug Bailey suggested Mr. Hopkins and Mr. Atherton make the changes in accordance with how business is currently done and bring the ordinance back to the Select board for approval at a subsequent meeting.

**Motion** by Devon Fuller/Tracy Wyman to table approval of the Town of Brandon Emergency Management Ordinance and request Mr. Hopkins and Mr. Atherton revise the document and bring it back to the Select Board for action. **The motion passed unanimously.**

***b) Local Emergency Management Plan***

Dave Atherton reported the Local Emergency Management Plan is all of the contacts and criteria that should be followed that has been updated. It includes the Hazard Mitigation Plan.

**Motion** Devon Fuller/Tracy Wyman to adopt the updated Local Emergency Management Plan. **The motion passed unanimously.**

**11. Fiscal**

***a) General Fund Warrant – March 26, 2018 - \$41,231.59***

**Motion** by Doug Bailey/Tracy Wyman to approve the warrants of March 26, 2018 in the amount of \$41,231.59. **The motion passed unanimously.**

***b) Route 7 Construction Warrant – March 26, 2018 - \$31,876.15***

**Motion** by Tracy Wyman/Brian Coolidge to approve the Route 7 Construction warrant in the amount of \$31,876.15. **The motion passed unanimously.**

**12. Project Tracker Report**

A copy of the Project Tracker report was provided to the Select Board. Seth Hopkins questioned how often the Select Board would like the report provided. Devon Fuller suggested the Select Board receive the report on a quarterly basis and all were in agreement.

**Motion** by Devon Fuller/Tracy Wyman to request the Town Manager provide the Select Board a quarter Project Tracker report. **The motion passed unanimously.**

### **13. Adjournment**

**Motion** by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 7:44PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

## Town Manager Report for weeks of March 26 and April 2, 2018

### Segment 6:

**Current:** The contractor has continued with mobilization of equipment and personnel. Construction of the proposed sewer infrastructure in the vicinity of 30 Conant Square and the US Post Office. This includes installation of sewer manholes F4 and F5 along with connecting piping. Installation of underground duct banks, (conduits), near the former Mobil Station leading to near the Municipal office has been initiated. This in preparation for relocation of the overhead lines to underground.

**Upcoming:** Within the upcoming two weeks it is anticipated to complete the activities noted above to include the sewer infrastructure adjacent to 30 Conant Square and completion of the underground duct bank crossing West Seminary Street.

An aggressive restart to implementing improvements to Segment 'B', (Central Park), area which is to include sewer, water, underground electrical, and stormwater drainage is proposed. This will likely have some traffic control implications as activity infringes within the traveled area.

Attended the Segment 6 public forum on April 3<sup>rd</sup>. It was well attended with good questions and a positive outlook on the project.

### Bridge 114:

Nothing at this time.

### Churchill Road Bridge:

The additional culvert work is now under review with VTrans. We did not anticipate this set back. We will advertise the bridge as soon as possible.

### Other Happenings:

We have received approval for three property buyouts on Newton Road. I am currently working with Josh Hanford at ACCD to secure funding for the 25% match not covered by FEMA.

Received a letter from VTrans informing us that they will be installing centerline rumble strips (CLRS) along Route 7. (See attached letter)

**Delinquent Tax Status:** The amount of delinquent taxes sent to the attorney has decreased to \$40,780.61 for property and \$26,884.46 for sewer.

### Rec. Dept. News:

- Gettysburg Trip is June 15<sup>th</sup> – 17<sup>th</sup> of 2018. Premier bus trip including lodging, museum entrance and Breakfast and dinners led by Historian Dr. Kevin Thornton. This is a collaboration with the Brandon Free Public Library
- Our Div II Vermont State Champion Brandon Rec Odyssey of the Mind team is having a fundraising dinner at the American Legion on Friday the 13<sup>th</sup>. Spaghetti dinner and dancing with "The



Threatles" This to help support their trip the World Competitions in May being held at Iowa State Univeristy. You can also donate online at their gofund me web page and the brandon rec registration website.\

- All spring baseball/softball sign ups have ended (with the exception of T-ball). There were only a few grumbles about the new non-resident pricing policy that was enacted, per the direction of the select board. Unfortunately, we are having to delay the start of season due to the wet field conditions
- Only a few spots left in the Week of Fun vacation camp at the Compass Music and Arts Center being held over April Break. Sign-up today!
- We are sponsoring a bus trip to Barre on April 14<sup>th</sup> for the Green Mountain Comic Expo. \$20 gets you transportation on Saturday and a weekend pass!
- Brandon Carnival with the Brandon Area Toy Project slated for June 7 – 10 has only a few sponsorship opportunities left. Call Colleen Wright or Bill Moore today!

Other Items will be covered in the agenda.



April 5<sup>th</sup>, 2018

Selectboard Members,

On April 5<sup>th</sup>, 2018, The Brandon Revolving Loan Fund committee met to consider a loan request from the Red Clover Ale Company, LLC for an amount totaling \$40,000. The comprehensive application, including a detailed business plan, confirmation of the approval of Vermont Economic Development Corporation of funding to supplement the investment of personal funds by the primaries involved and their impressive presentation to the loan fund committee for this new business (brew pub) that will act as a draw for the heart of Brandon's downtown yielded an enthusiastic unanimous approval from the 5 committee members who considered the loan request.

The terms of the loan: 2.75 % amortized at a 15 year rate with a balloon at 7 years. Collateral would be a second security interest in all business assets of the Red Clover Ale Company.

The Red Clover Ale Company exists because these young entrepreneurs saw something in Brandon. After purchasing a home and settling here, they were meticulous and thorough while planning to turn their dream into a full-fledged business. These are the exact kind of businesses we want to help because they tend to remain and grow where they begin.

Respectfully Submitted,

Bill Moore

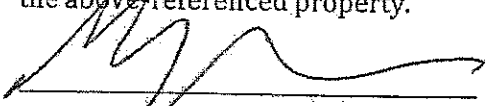
Economic Development Officer



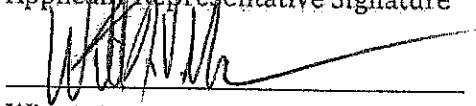
## Town of Brandon Tax Stabilization Application

Applicant Property Owner	SMITH BLOCK LLC
Applicant Property Contact	MATT BONNER
Contact Tax Bill Address	1104 WEST ST, CORNWALL VT 05753
Parcel Number	0137-0010
Current FY Assessed Value	366,900
Total Property Improvement (attach invoices)	49,759.27
Contract Length (per policy)	1 year
Fiscal Year Start of Contract	2018 - 2019


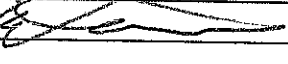
I affirm that all evidence provided as a part of this application does represent the true investment value and costs incurred by the property owner for the above referenced property.

  
Applicant Representative Signature

Matt Bonner  
Representative Printed Name

  
Witness

3/30/18  
Dated

Town Representatives	Approve	Date	Signatures
Econ Development Officer	<input checked="" type="checkbox"/> Y/N	3/9/18	
Town Manager	<input checked="" type="checkbox"/> Y/N	3/30/18	
Select Board			

## LOAN AGREEMENT

Vermont State Revolving Fund

Loan WPL-286-1.0

Loan Amount: \$9,650.00

1. Town of Brandon, the Municipality hereby certifies to the Vermont Municipal Bond Bank ("Bond Bank") that:

(a) It has secured all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the "Project") as described in Exhibit A;

(b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:

(i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and

(ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan and the system of which is a part;

(c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan.

2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C available to the Bond Bank at least five business days prior to each principal payment date.

3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality's certification, through its authorized representative, that such costs have been paid.

4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.

5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Safe Drinking Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and

damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the Loan proceeds solely for the Project for which the Loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Disbursements from DEC are made on a reimbursement basis. Funds will be disbursed from Federal Award ID Number FS991218## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <http://dec.vermont.gov/facilities-engineering/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with generally accepted accounting principles.

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Drinking Water State Revolving Fund, CFDA number

66,468, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT MUNICIPAL BOND BANK

By:



Executive Director

Attest:

\_\_\_\_\_  
Clerk

Town of Brandon

By:

\_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_

Treasurer

**List of Loan Exhibits**

**EXHIBIT A: Project description and conditions**

**EXHIBIT B: List of Federal Laws and Authorities**

**EXHIBIT C: General Obligation Note**

**EXHIBIT D: Resolution and Certificate**



## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

Preliminary engineering on Park St infrastructure improvement project. This project is co-funded with CWSRF. Additionally, the water infrastructure is owned by Brandon FD#1 and an interlocal agreement will outline the loan repayment terms.

#### Conditions:

- 1) If this planning loan is not rolled over into a DWSRF construction loan prior to the earliest of:
  - i. Five (5) years after approval of the plans and specifications, or
  - ii. Five (5) years after the last payment request processed under this loanthen repayment of this loan shall commence immediately.
- 2) If this project is funded by USDA/Rural Development or any other non-DWSRF funding, the applicant shall, within sixty (60) days of receiving the non-DWSRF funding, repay the entire portion of the DWSRF planning loan(s) in excess of any amount found to be eligible for forgiveness.
- 3) The DWSRF program has determined that the expected weighted average useful life of the funded assets equals or exceeds the loan term.
- 4) The engineer will meet with the Drinking Water and Groundwater Protection Division (DWGWP) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the DEC engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by DWGWP.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES

#### ENVIRONMENTAL:

- "American Iron and Steel" requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice
- Executive Order 15593, Protection and Enhancement of the Cultural Environment
- Farmland Protection Policy Act, 7 U.S.C. 4210, et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat, 16 U.S.C. 1821 M-S Act § 201
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, essential section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL-942, as amended

## EXHIBIT B

### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

### SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 U.S. Code § 47113 - Minority and disadvantaged business participation
- Executive Order 11264, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

### MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646

EXHIBIT C

\$9,650.00

UNITED STATES OF AMERICA  
STATE OF VERMONT  
Town of Brandon  
GENERAL OBLIGATION NOTE

The Town of Brandon (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$9,650.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 3/1/2023 as follows:

Vermont EPA Local Assistance State Revolving Fund  
Brandon Town, Vermont  
Loan WPL-288-1.0  
Prepared on 2/8/2018  
Loan Terms  
Loan Amount: \$9,650.00  
Loan Term Years: 5  
Interest rate: 0.0000%  
Administrative Fee: 0.0000%

Repayment Date	Payment Number	Principal Due	Principal Payment	Interest Payment	Administrative Fees	Total Payment
3/1/2023	1	9,650.00	1,930.00	0.00	0.00	1,930.00
3/1/2024	2	7,720.00	1,930.00	0.00	0.00	1,930.00
3/1/2025	3	5,790.00	1,930.00	0.00	0.00	1,930.00
3/1/2026	4	3,860.00	1,930.00	0.00	0.00	1,930.00
3/1/2027	5	1,930.00	1,930.00	0.00	0.00	1,930.00
			9,650.00	0.00	0.00	9,650.00

**EXHIBIT C**

This Note is payable in lawful money of the United States at People's United Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24 of the Vermont Statutes Annotated, and vote of the governing body of the Municipality duly passed on 11/27/2017.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

Town of Brandon

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$9,650.00

Town of Brandon  
GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.

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Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Drinking Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the Town of Brandon (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was unanimously found and determined that the public interest and necessity required certain public water system improvements herein described by reference to Exhibit A, and it was further found and determined that the cost of making such public improvements, after application of available funds from the United States of America and/or the State of Vermont, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at meetings thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in making the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$9,650.00, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative

body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$9,650.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

Town of Brandon

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



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Majority of its Governing Body

And By:

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Its Treasurer

## Vermont State Revolving Fund

## Customer Distribution Authorization



**Instructions:** To authorize recurring distributions from the VT EPA State Revolving Funds ("SRF") through Payment Requests filed with the Department of Environmental Conservation ("DEC") for your SRF loan, please complete this form, sign and date it, and return it along with your signed Loan Agreement to the Vermont Municipal Bond Bank ("VMBB").

## Account Information

Borrower's Name	
SRF Loan Number	
"On-Request" distributions will be made to borrowers based on Payment Request(s) that have been filed with and approved by the DEC and VMBB.	

## Distribution Information

<input type="checkbox"/> By ACH Transfer To: Name of Receiving Bank	
Receiving Bank Routing Number	
Account Number at Receiving Bank	
Account Type (Checking or Saving)	
Account Name	
OR	
<input type="checkbox"/> By Check Payable to (Name):	
Address:	

## Distribution Agreement &amp; Signature

\_\_\_\_ ("Borrower") hereby requests that funds be transferred or checks be issued from the appropriate State Revolving Fund Account in accordance with the instructions provided above. By signing below I, as an authorized representative of the Borrower, have verified the accuracy of the instructions. For any non-People's account, Borrower has provided a copy of a voided check or pre-printed deposit slip. Further, Borrower understands that the People's United Bank ("Bank") is not responsible for the correctness or timeliness of the posting of funds by the receiving financial institution, if other than the Bank. This authorization shall remain in effect until a new form is filed with the Bank, or until it is revoked by Borrower in writing. If Borrower has authorized "on-request" transfers above, the Bank may rely upon Borrower's authorized representative's direction to process a distribution based on the above instructions to my account. Borrower agrees to periodically review its bank account statement and bring any discrepancies to the Bank's attention.

Borrower's Authorized Signature

Print Name

Date

## VMBB Distribution Acknowledgement &amp; Signature

	Michael Gowan	3/2/18
Executive Director Signature	Print Name	Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2. Business name/disregarded entity name, if different from above.	
	3. Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5. Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6. City, state, and ZIP code	
	7. List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number ____ - ____ - ____ OR Employer identification number ____ - ____ - ____ - ____ - ____ - ____	

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(a) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4333).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# **Vermont Emergency Management Director Manual**

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## **TOWN OF BRANDON EMERGENCY MANAGEMENT ORDINANCE**

The Selectmen of the City/Town of Brandon hereby ordain:

### **ARTICLE I - OFFICE OF EMERGENCY MANAGEMENT**

#### **Section 1. Short Title.**

This Ordinance shall be known and may be cited and referred to as Emergency Management Ordinance of the Town of Brandon.

#### **Section 2. Intent and Purpose.**

- (1) It is the intent and purpose of this Ordinance to establish a local organization that will ensure the complete and efficient utilization of all the Town's facilities to combat attacks or other disasters as defined herein.
- (2) The Town of Brandon Office of Emergency Management will be the coordinating agency for all activity in connection with emergency management; it will be the instrument through which the Town Selectmen may exercise the authority and discharge the responsibilities vested in them in VSA Title 20, Part 1, Chapter 1, Section 6, and as amended in this Ordinance.

**This Ordinance will not relieve any Town Department of the moral responsibilities or authority given to it in the Town Charter or by local Ordinance, nor will it adversely affect the work of any volunteer agency organized for relief in disaster emergencies.**

#### **Section 3. Definitions.**

- (1) The following definitions shall apply in the interpretation of this Article:
  - (a) "Emergency Management" means the preparation for and carrying out of all emergency functions, other than the functions for which military forces or other federal agencies are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters caused by enemy attack, sabotage, or other hostile action or from flood, fire, storm, or other natural causes, or from radiological incidents or hazardous chemical or substance incidents and the preparation and planning designed to insure that this town is prepared to deal with such disaster or emergencies and includes civil defense activities.
  - (b) "Attacks" shall mean a direct or indirect assault against the Town of its environs, or of the nation, by the forces of a hostile nation or the agents thereof, including assault by bombing, radiological, chemical or biological warfare, or sabotage.
  - (c) "Disaster" includes natural and man-made disaster but is not limited to actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic or other impending or actual emergency or calamity endangering or threatening to endanger health, life or property or constituted government.
  - (d) "Emergency Management Forces" shall mean the employees, equipment and facilities of all Town departments, boards, institutions and commissions; in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.
  - (e) "Volunteer" shall mean contributing a service, equipment or facilities to the emergency management organization without remuneration.

## **Vermont Emergency Management Director Manual**

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- (f) "Emergency Management Volunteer" shall mean any person duly registered, identified and appointed by the Town of Brandon, Local Emergency Management Director, appointed as prescribed in this Ordinance.
- (g) "Local Emergency Management Director (LEMD)" shall mean the Town Chairman of The Board of Selectmen or his or her designated alternate duly appointed in accordance with the Town Charter.
- (h) "Regulations" shall include plans, programs and other emergency procedures deemed essential to emergency management.

### **Section 4. Organization and Appointments.**

- (1) The Town Selectmen are hereby authorized and directed to create an organization for emergency management utilizing to the fullest extent the existing agencies within this Town. The Town of Brandon shall declare [either Chairman of the Board of Selectmen or another duly appointed person], as the Local Emergency Management Director to oversee the organization, administration and operation of a local Office of Emergency Management.
- (2) The Organization shall consist of the following:
  - (a) An Office of Emergency Management within the executive department of the Town government and under the direction of the Town Selectmen. There shall be an executive head of the Office of Emergency Management, who shall be known as the Local Emergency Management Director and such assistants and other employees as are deemed necessary for the proper functioning of the organization.
  - (b) The employees, equipment and facilities of all Town departments, boards, institutions and commissions, will participate in the emergency management activity. Duties assigned to the Town department shall be the same or similar to the normal duties of the department.
  - (c) Volunteer persons and agencies offering service to, and accepted by, the Town.
- (3) The Local Emergency Management Director (Chairman of the Board of Selectmen or duly appointed person) shall be a person well versed and trained in planning operations involving the activities of many different agencies which will operate to protect the public health, safety and welfare in the event of danger from enemy action or disaster as defined in this Ordinance.
- (4) The Local Emergency Management Director shall designate and appoint a Coordinator and/or Deputy Directors (with consent of board of selectmen) to assume the emergency duties of the Director in the event of his/her absence or inability to act. (This designation to be compatible with the provisions of Town Charter. The intent being that at all times there be a Local Emergency Management Director in charge of the Town.)

### **Section 5. Emergency Powers and Duties.**

- (1) The Chairman of the Board of Selectmen.
  - (a) The Emergency Management Director may exercise the emergency power and authority necessary to fulfill his general powers and duties as defined in the Town Charter. The judgment of the Local Emergency Management Director shall be the sole criteria necessary to invoke emergency powers provided in the Town Charter, the Ordinance Code and other appropriate authorities. The Town Selectmen may convene to perform its legislative and administrative powers as the situation demands, and shall receive reports, relative to emergency management



## Vermont Emergency Management Director Manual

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activities. Nothing in this Ordinance shall be construed as abridging or curtailing the powers or restrictions of the Town Selectmen as defined in the Town Charter.

- (b) During any period when disaster threatens or when the Town has been struck by disaster, within the definition of this Ordinance, The Town Chairman of the Board of Selectmen may promulgate such regulations as he/she deems necessary to protect life and property and preserve critical resources. Such regulations may include, but shall not be limited to, the following:
  - 1. Regulations prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within or without the Town.
  - 2. Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.
  - 3. Such other regulations necessary to preserve public peace, health and safety.
  - 4. Regulations promulgated in accordance with the authority above will be given widespread circulation by proclamations published and uttered by newspaper and radio. These regulations will have the force of Ordinance when duly filed with the Town Clerk and violations will be subject to the penalties provided in the Town Charter.
- (c) The Local Emergency Management Director shall order emergency management forces to the aid of other communities when required in accordance with statutes of the state, and he/she may request the state, or a political sub-division of the state, to send aid to the Town of Brandon in case of disaster when conditions in the Town are beyond the control of the local emergency management forces.
- (d) The Local Emergency Management Director may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the Town for the fair value thereof.
- (e) The Local Emergency Management Director may require emergency services of any Town officer or employees. If regular Town forces are determined inadequate, the Director may require the services of such other personnel as he can obtain that are available, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to the privileges and immunities as provided by state law, The Town Charter, and Ordinances for regular Town employees and other registered and identified emergency management and disaster workers.
- (f) The Emergency Management Director will exercise his/her ordinary powers [either chairman of the Board of Selectmen or with consent of the Board of Selectmen] and all of the special powers conferred upon him/her by the Town Charter and the Ordinance Code of the Town of all powers conferred upon him/her by any statute, or any other lawful authority.

[Optional: Duties normally fall to the Local Emergency Management Director]

### (2) Town Emergency Management Coordinator.

- (a) The Town Emergency Management Coordinator shall be responsible to the Local Emergency Management Director in regard to all phases of the emergency management activity. Under the supervision of the Director, he/she shall be responsible for the planning, coordination and operation of the emergency management activity in the Town. Under the supervision of the

## **Vermont Emergency Management Director Manual**

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Director, he/she shall maintain liaison with the state and federal authorities and the authorities of other nearby political sub-divisions as to ensure the most effective operation of the Emergency Management plan. His/Her duties shall include, but not be limited to, the following:

1. Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the Town for emergency management purposes.
2. Development and coordination of plans for the immediate use of all the facilities, equipment, manpower and other resources of the Town for the purpose of minimizing or preventing damage to persons and property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.
3. Negotiating and concluding agreements with owners or persons in control of buildings or other property for the use of such building or other property for the emergency management purposes and designation suitable building as public shelters.
4. Through public informational programs, educating the civilian populations as to actions necessary and required for the protection of their persons and property in case of enemy attack, or disaster, as defined herein, either impending or present.
5. Conducting public exercises and practice alerts to ensure the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.
6. Coordinating the activity of all other public and private agencies engaged in any emergency management activity.
7. Assuming such authority and conducting such activity as the Director may direct to promote and execute the emergency management plan.

### **Section 6. Violation of Regulations.**

It shall be unlawful for any person to violate any of the provisions of this Ordinance or the Regulations of Plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency management organization as herein defined in the enforcement of the provisions of this Ordinance or any Regulation or Plan issued thereafter.

### **Section 7. Penalty.**

Any person, firm or corporation violating any provisions of this Ordinance, or any Rule or Regulation formulated thereafter, upon conviction thereof, shall be punished pursuant to Vermont Statutes.

### **Section 8. Severability.**

Should any provision of this Ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this Ordinance, as a whole, it being the legislative intent of the provisions of this Ordinance shall be severable and remain valid notwithstanding such declaration.

### **Section 9. Conflicting Ordinances, Orders, Rules and Regulations Suspended.**

At all times when the orders, rules and regulations made and promulgated pursuant to this Article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations in so far as the latter may be inconsistent therewith.

### **Section 10. Effective Date.**

This Ordinance shall take effect on the 9<sup>th</sup> day of April, 2018.

## **Vermont Emergency Management Director Manual**

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Dated at the Town of Brandon, County of Rutland, State of Vermont this 9<sup>th</sup> day of April, 2018.

Select Board of the Town of Brandon, Vermont

\_\_\_\_\_  
Seth Hopkins, Chair

\_\_\_\_\_  
Doug Bailey, Vice Chair

\_\_\_\_\_  
Devon Fuller

\_\_\_\_\_  
Tracy Wyman

\_\_\_\_\_  
Brian Coolidge

04/06/18  
12:20 pm

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63021 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 04/09/18 To 04/09/18

Page 1  
LUANNE

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310707	ADVANCED ANALYTICAL SOLUTIONS, 21340	testing materials	218.00	0.00	218.00	45017	04/09/18
100015	ALLEN ENGINEERING & CHEMICAL C 11151267901	chlorine	476.85	0.00	476.85	45018	04/09/18
310590	AMERICAN WINDOW CLEANING II 1640	WINDOWS 3-29-18	50.00	0.00	50.00	45019	04/09/18
100598	AUBUCHON HARDWARE 1619202458	batteries	7.99	0.00	7.99	45020	04/09/18
100598	AUBUCHON HARDWARE 1619202459	totes	27.98	0.00	27.98	45021	04/09/18
100900	BFD #1 0082	O'HALLORAN OVER PAID	150.01	0.00	150.01	45022	04/09/18
100900	BFD #1 0331	Fisher over paid/owes BF	400.00	0.00	400.00	45022	04/09/18
100275	BRANDON FREE PUBLIC LIBRARY APRIL 2018	APPROPRIATION	7125.00	0.00	7125.00	45023	04/09/18
100280	BRANDON LUMBER & MILLWORK CO. 528742/3	rope, lock set	35.69	0.00	35.69	45024	04/09/18
100280	BRANDON LUMBER & MILLWORK CO. 528836/3	mailbox, post	33.12	0.00	33.12	45024	04/09/18
200218	BRANDON REPORTER MARCH 2018	march ads	305.50	0.00	305.50	45025	04/09/18
100310	BRANDON SENIOR CITIZENS CENTER APRIL 2018	APPROPRIATION	1125.00	0.00	1125.00	45026	04/09/18
100198	CARGILL, INCORPORATED 2904036165	salt	1520.58	0.00	1520.58	45027	04/09/18
310712	CELEBRATION RENTALS, INC. 16619	tent rental 06/7-10/2018	650.00	0.00	650.00	45028	04/09/18
301503	CHAMPLAIN VALLEY PLUMBING 317104	heating fuel @ Town Hall	343.40	0.00	343.40	45029	04/09/18
301503	CHAMPLAIN VALLEY PLUMBING 744201	diesel fuel	1231.20	0.00	1231.20	45029	04/09/18
310387	CHART POOL USA INC 1233390-01	flow charts	229.80	0.00	229.80	45030	04/09/18
301043	CIVES CORPORATION, DBA 4480899	chain side dump for trk	1004.44	0.00	1004.44	45031	04/09/18
301043	CIVES CORPORATION, DBA 4481277	swivel bar for trk #4	496.30	0.00	496.30	45031	04/09/18
310097	COMCAST 3-27-18	town office for April	402.03	0.00	402.03	45032	04/09/18
310097	COMCAST PD 03-27-18	serv 04/04 - 05/03	269.82	0.00	269.82	45033	04/09/18
310097	COMCAST WW 3-21-18	wwater April	172.41	0.00	172.41	45034	04/09/18
310177	COTT SYSTEMS, INC. 120970	APRIL HOST FEE	233.00	0.00	233.00	45035	04/09/18
330426	CVC PAGING 161-16883	APRIL PAGERS	23.90	0.00	23.90	45036	04/09/18
100900	DMI SANDERSON 0068-1485	OVERPAID	1052.34	0.00	1052.34	45037	04/09/18
330422	FERGUSON WATERWORKS #590 0806968	couplings	897.86	0.00	897.86	45038	04/09/18
300187	FLORENCE CRUSHED STONE 225127	3/4 minus	553.86	0.00	553.86	45039	04/09/18
101011	FOLEY DISTRIBUTING, INC 292353	paper towels	211.77	0.00	211.77	45040	04/09/18
100925	FOLEY SERVICES INC 1155827	uniforms	21.00	0.00	21.00	45041	04/09/18
100925	FOLEY SERVICES INC 1155829	uniforms	39.55	0.00	39.55	45041	04/09/18
100925	FOLEY SERVICES INC 1157245	uniforms	21.00	0.00	21.00	45041	04/09/18
100925	FOLEY SERVICES INC 1157246	uniforms	39.55	0.00	39.55	45041	04/09/18
310426	FYLES BROS., INC. 133144	propane @ WW	369.34	0.00	369.34	45042	04/09/18
310426	FYLES BROS., INC. 133157	propane at Town Hall	121.84	0.00	121.84	45042	04/09/18
310426	FYLES BROS., INC. 133158	propane @ Town Office	341.35	0.00	341.35	45042	04/09/18
310426	FYLES BROS., INC. 133173	propane @ Police Dept	304.00	0.00	304.00	45042	04/09/18
310426	FYLES BROS., INC. 133985	propane - WW main garage	77.75	0.00	77.75	45042	04/09/18
300974	GRAPH-X INCORPORATED 3923	shirts	273.00	0.00	273.00	45043	04/09/18
100725	GREEN MOUNTAIN GARAGE 118183	repair of sidewalk sande	296.07	0.00	296.07	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118290	fuel filter	76.01	0.00	76.01	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118299	fasteners	8.94	0.00	8.94	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118442	inspection trk #6	50.00	0.00	50.00	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118443	inspection trk #3	50.00	0.00	50.00	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118571	oil, filter	28.40	0.00	28.40	45044	04/09/18
100725	GREEN MOUNTAIN GARAGE 118636	antifreeze	14.36	0.00	14.36	45044	04/09/18
100792	HULBERT SUPPLY CO INC S1989633.001	reducer	4.28	0.00	4.28	45045	04/09/18
100792	HULBERT SUPPLY CO INC S1989883.001	threaded nipples	8.58	0.00	8.58	45045	04/09/18
100792	HULBERT SUPPLY CO INC S1990195.001	sump pump	200.30	0.00	200.30	45045	04/09/18
100062	J & B INTERNATIONAL TRUCKS, IN T389009	replace grab handle	81.70	0.00	81.70	45046	04/09/18
310296	J & R SPRINKLER CO. 3333	test/inspect TH sprinkle	585.00	0.00	585.00	45047	04/09/18

04/06/18  
12:20 pm

TOWN OF BRANDON Accounts Payable  
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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310259	KOFIE PRESERVATION INC	222137	LR VOL 238 PAPER	326.98	0.00	326.98	45048 04/09/18
300812	MATHIS, WILL	2	lighting & design for PT	75.00	0.00	75.00	45049 04/09/18
100030	MINER CONSTRUCTION, INC.	18012	sewer repairs	7122.90	0.00	7122.90	45050 04/09/18
100149	MODERN CLEANERS & TAILORS, INC	MAR2018	uniform maint	34.00	0.00	34.00	45051 04/09/18
310800	MVP HEALTHCARE	2018-03	HRA admin fee March 18	93.50	0.00	93.50	45052 04/09/18
310795	NATIONAL BUSINESS TECHNOLOGIES	IN232867	serv contract - printers	81.88	0.00	81.88	45053 04/09/18
310795	NATIONAL BUSINESS TECHNOLOGIES	IN232868	serv contract - copiers	70.00	0.00	70.00	45053 04/09/18
100788	NEW ENGLAND MUNICIPAL RESOURCE	41567	APRIL ASSESSMENT	1416.66	0.00	1416.66	45054 04/09/18
310684	PAUL GAMBIA PHOTOGRAPHY	4022018	sports photos	40.00	0.00	40.00	45055 04/09/18
310736	POCKETTE PEST CONTROL	10696	Apr pest control/Police	65.00	0.00	65.00	45056 04/09/18
310736	POCKETTE PEST CONTROL	10697	Apr pest control/Town Of	70.00	0.00	70.00	45056 04/09/18
310736	POCKETTE PEST CONTROL	10698	Apr pest control/Twn Hal	80.00	0.00	80.00	45056 04/09/18
300375	RUTLAND CITY	20990SLUDG	Feb processing of sludge	4095.00	0.00	4095.00	45057 04/09/18
310582	SECURSHRED	270359	container purchase	125.00	0.00	125.00	45058 04/09/18
310767	SIMPLE SYSTEMS OF VERMONT LLC	33018	install security softwar	654.38	0.00	654.38	45059 04/09/18
100508	SIRCHIE FINGERPRINT LABORATORI	0341236-IN	fentanyl reagent	56.36	0.00	56.36	45060 04/09/18
310429	STITZEL, PAGE & FLETCHER, P.C.	28635	PACIF matter (lamp post)	38.00	0.00	38.00	45061 04/09/18
200277	THUNDER TOWING & AUTO RECOVERY	5080	winch loader/Mill Lane	150.00	0.00	150.00	45062 04/09/18
200277	THUNDER TOWING & AUTO RECOVERY	5100	repairs to 13 Charger	444.85	0.00	444.85	45062 04/09/18
310490	US BANK	MAY 2018	bond bank int pymt	53028.75	0.00	53028.75	45063 04/09/18
100682	USA BLUE BOOK	525803	volumetric weirs	1822.36	0.00	1822.36	45064 04/09/18
100682	USA BLUE BOOK	530277	nozzle/adaptor	292.75	0.00	292.75	45064 04/09/18
330348	VERIZON WIRELESS	9804023046	serv Feb 23 - Mar 22	240.06	0.00	240.06	45065 04/09/18
310697	VERMONT CREATIVITY QUEST, INC.	2018 MARI	Odyssey Div II- pins	915.00	0.00	915.00	45016 03/30/18
310697	VERMONT CREATIVITY QUEST, INC.	2018 MAR2	Odyssey Div I - shirts	75.00	0.00	75.00	45016 03/30/18
310045	VERMONT DEPT OF HEALTH	3/27/18	certificate paper clerk	5.00	0.00	5.00	45066 04/09/18
310046	W.B. MASON CO INC	153653840	sheet protectors, tape	40.27	0.00	40.27	45067 04/09/18
100577	WILK PAVING, INC	W18-044	cold patch	329.70	0.00	329.70	45068 04/09/18

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TOWN OF BRANDON Accounts Payable

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All Invoices For Check Acct 01(10 General Fund) 04/09/18 To 04/09/18

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			94,048.27	0.00	94,048.27		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify  
that there is due to the several persons whose names are  
listed hereon the sum against each name and that there  
are good and sufficient vouchers supporting the payments  
aggregating \$ \*\*\*\*94,048.27  
Let this be your order for the payments of these amounts.

04/06/18  
12:38 pm

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63022 Current Prior Next FY Invoices  
All Invoices For Check Acct 99 (10 General Fund) 04/09/18 To 04/09/18

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LUANNE

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100051	CARR, BERNIE	PIO MAR-18	PIO March 2018	2535.00	0.00	2535.00	45069 04/09/18
100456	DUBOIS & KING INC	318414	CI progress rpt# 20	31639.02	0.00	31639.02	45070 04/09/18
Report Total			34,174.02	0.00	34,174.02		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify  
that there is due to the several persons whose names are  
listed hereon the sum against each name and that there  
are good and sufficient vouchers supporting the payments  
aggregating \$ \*\*\*\*34,174.02  
Let this be your order for the payments of these amounts.

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