

**Brandon Select Board Meeting**  
**January 13, 2020**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, January 13, 2020 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 at 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 – December 23, 2019
  - b) Select Board Budget Workshop Minutes – January 7, 2020
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Revolving Loan Fund – Foley Taco & Bean
- 6) Tax Equalization Study Results
- 7) RRPC Public Works Emergency Mutual Aid Agreement
- 8) Stormwater Mitigation Grant
- 9) Discussion & Approval of FY 2020/2021 Budget
- 10) Fiscal
  - a) Warrant – January 13, 2020 – \$302,816.55
  - b) Route 7 Construction Warrant – January 13, 2020 – \$985,863.49
- 11) Adjournment

## **Brandon Select Board Meeting December 23, 2019**

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

**Board Members In Attendance:** Seth Hopkins, Brian Coolidge, Tim Guiles, Doug Bailey

**Others In Attendance:** Dave Atherton, Brent Buehler, Barry Varian, Cindy Bell, George Coolidge, Chris Brickell, Allie Walters, Steve Bissette, Sue Gage

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

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

**a) Agenda Adoption – Motion** by Doug Bailey/Brian Coolidge to adopt the agenda, as amended. **The motion passed unanimously.**

Switch Executive Sessions - Items 9 and 10.

Add Item 4a – Consider BLSG Board Representative Appointment.

Add Item 7a – Discussion of Green Fleet Policy

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

**a) Select Board Budget Workshop – December 10, 2019**

**b) Select Board Budget Workshop – December 17, 2019**

**Motion** by Tim Guiles/Doug Bailey to approve the minutes of the December 10<sup>th</sup> and December 17<sup>th</sup> Select Board Budget workshops. **The motion passed with one abstention – Brian Coolidge.**

**c) Select Board Meeting – December 9, 2019**

**Motion** by Brian Coolidge/Doug Bailey to approve the minutes of the December 9<sup>th</sup> Select Board meeting, as amended. **The motion passed unanimously.**

Under the Green Fleet Policy Discussion – a change in wording to reflect the policy does suggest greening the fleet and does advocate for the replacement of vehicles. The emission data collection would not require purchasing equipment.

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

Dave Atherton provided a report for the weeks of December 9<sup>th</sup> and December 16<sup>th</sup>.

### **Segment 6:**

The lampposts in the downtown area have been malfunctioning due to computer issues. We have discontinued the use of a computer to run the lamps and they will be run by one photo sensor to turn them on and off.

We are waiting for handrail to be delivered so it can be installed at various locations.

Have been discussing some of the sidewalk areas that are chipping and will have a resolution for spring repair/replacement.

***Other happenings:***

We are hoping to have the Churchill Road culvert out for bid at the first of the year for spring/summer installation.

The Sanderson Bridge has been repaired from truck damage again. Shawn and I will be meeting to discuss new signage and the possibility of adding a motion camera somewhere in or around the bridge.

Have been meeting with contractors to get quote to build a roof over the Town Hall sidewalk.

***Rec News:***

- . March Celtics Trip has sold out.
- . Brandon Idol registration is open. Anyone interested can visit our rec registration website.
- . Little Otter Wrestling program registration opens up December 30<sup>th</sup>. Wrestling will be in the Pilar Pilates building on Rossiter Street with Coaches, Babcock, Whitney and Miner.
- . The Blueberry Hill Ski Club cross country information meeting will be held at Neshobe Elementary on January 7<sup>th</sup> @ 7pm. Anyone interested in resurrecting this once popular ski program should attend.
- . Brandon Rec and Brandon Free Public library are partnering up for Quiz Night at the Center Street Bar. Visit [brandonpubliclibrary.org](http://brandonpubliclibrary.org) to sign-up for FREE. 6:30pm every Sunday in January and February 9<sup>th</sup> and 16<sup>th</sup>. The OPEN Cornhole night at the Brandon Town Hall is slated to commence on Wednesdays starting on January 15<sup>th</sup> from 7pm to 9pm. More information will be posted on-line.
- . The Brandon Rec will be offering an open ping pong night at the Town Hall starting January 13<sup>th</sup> with a 6:30pm start time.

Doug Bailey congratulated Bill Moore on receiving a \$10k grant for the playground.

**4. Public Comment and Participation**

Brent Buehler questioned if the liability insurance premium is inclusive of the payment made regarding Daryl Burlett. Dave Atherton advised the liability insurance is an annual payment through VLCT that did not increase this year. It was noted that the Town has made a claim with regard to the payment in question. Seth Hopkins stated the Select Board desires to make a full and complete response regarding Daryl Burlett, but they are still in the stage where the attorneys are working, and it would be beneficial to make a statement once the attorneys have completed their work. Mr.

Hopkins reported the Town's loss was claimed under the existing insurance and the Town's loss was made whole and the claim was subrogated to the insurance company. The insurance company now has the opportunity to pursue recovery. Mr. Hopkins stated the town attorney continues to work with VLCT and Mr. Burlett's attorney continues to represent that side of the matter. At the point the claim was made, the town attorney began billing VLCT rather than the Town. Tim Guiles stated this situation is winding down. Mr. Buehler stated someone made the payment and Mr. Guiles noted this situation was rectified and the Select Board is going to make sure this situation does not happen again. Mr. Buehler reiterated a payment was made outside the authority and then placed in the warrants and submitted to the Select Board, which was an additional mistake. Mr. Hopkins noted the Board took Mr. Buehler's questions seriously and Mr. Hopkins has drafted a response that the Board has considered, but the legal advice the Board has received from the town attorney is that a public statement from the Board is premature. The Board would like to have some finality and have the public understand the course of events, but the legal advice is that it is not time yet. The authorizer of the payment is no longer employed by the Town. Dave Atherton noted he does not have the authority to spend over \$10k and this was authorized by the prior municipal project manager, but VTrans did not authorize the submittal. Mr. Hopkins stated the attorney is asked regularly about the progress. Chris Brickell stated the Board is trying to give the information that they can legally provide. Mr. Hopkins stated the Town has been made whole from the financial loss and the Board is waiting for the town attorney to advise that this will not jeopardize the recovery effort that the Town's insurers are making.

Brent Buehler asked about the health insurance premiums noting the workers comp and liability insurance are listed. Seth Hopkins stated there is a payroll warrant and the premium share comes out of that warrant. The payroll warrant is not part of the packet as the information has employees' private information.

George Coolidge, a new resident to the Smith Block, complimented the Town on the churches, a great library with very helpful people, an outstanding Senior Center, the Friends of the Town Hall and the landfill for having the best donuts in Vermont. Mr. Coolidge was originally from the area. Mr. Coolidge expressed concern with the noise on Center Street and noted he has to wear a headset and earplugs in order to sleep. There are many vehicles that are very noisy and has spoken to the Town Manager and Police Department concerning this issue. Mr. Coolidge asked if there is a noise ordinance in the Town. It was noted there is an ordinance that goes into effect after 10PM that is part of the Brandon Land Use Ordinance. Mr. Coolidge asked if the Town has looked into other towns that have noise ordinances. Seth Hopkins advised the Land Use Ordinance is under the jurisdiction of the Brandon Planning Commission and it could be requested they look into this subject. Mr. Coolidge asked if more police are needed on the force. Mr. Hopkins stated there has been a discussion of this subject during the budget discussions and the Select Board is considering this. Mr. Coolidge asked how a citizen assures items get addressed. Mr. Hopkins advised the Select Board meetings are the right place to do this, as the budget has to be completed by the end of January and the Board welcomes public input at the meetings. Mr. Coolidge asked if there is a need for higher salaries and Mr. Hopkins stated there has been a discussion of this subject as well. Mr. Hopkins stated the Select Board, Police Chief and Town Manager have made movements in this direction. Mr. Coolidge asked if there could be a constable to control the traffic and the noise. Mr. Hopkins advised the State made changes in what constables were required to do to have enforcement authority. Mr. Hopkins would want to confer with the Police Chief and Town Manager about this. Mr. Coolidge questioned if there would be consideration in moving the Police

Department to be located in Town. Mr. Hopkins stated there was a consideration in having the Police Department located between Brandon and Forest Dale and there have been investments made in the station, which still has a bond. Mr. Coolidge asked if there is a plan to improve the sidewalks. Mr. Hopkins stated there is a list of streets identified and there will be an appropriation for \$20k for sidewalk improvements that will be voted on in March, with Union Street as the first area for improvement. Mr. Hopkins noted sidewalks are very expensive and less funding is received from the State to build sidewalks. Mr. Coolidge stated there are cars that are parked on some of the sidewalks, mainly on Church Street and Carver Street. There are also several places where bushes and trees are hanging out over the sidewalks. Police Chief Brickell invited Mr. Coolidge to meet with him to discuss some of his concerns. Mr. Coolidge also suggested the police personnel could be invited to attend local events for citizens to meet them. Mr. Hopkins thanked Mr. Coolidge for expressing his concerns.

#### ***4a. Consider BLSG Board Representative Appointment***

A letter of interest to be appointed as a representative to the BLSG Board has been received from Richard Russ of Forest Dale.

**Motion** by Brian Coolidge/Doug Bailey to appoint Richard Russ to the BLSG Board.

Tim Guiles noted he appreciates anyone who is willing to serve but wanted to be sure the right person for the position is appointed. Mr. Guiles asked if Mr. Rausenberger has been advised of the request. Seth Hopkins did not think there would need to be the approval from the other representatives for an appointment.

**The motion passed unanimously.**

#### **5. Perpetual Lease Land Discussion**

Dave Atherton reported that as far as it is known, the Town has no lease land and in speaking with Mr. Carroll at the attorney's office, the Town does not need to do a waiver due to not having any lease land. Seth Hopkins stated the Town Clerk/Treasurer and Town Manager have indicated that as far as it is known, there is no lease land. Sue Gage noted there was one property that the Town did a quit claim on and do not receive any rents from. Mr. Hopkins stated the default will be to take no action.

**Motion** by Tim Guiles/Doug Bailey to take no action. **The motion passed unanimously.**

#### **6. Approve GAN with Bar Harbor for Segment 6**

Sue Gage stated the Segment 6 project was scheduled to end in November, but there is an addition to the project out to next year. Ms. Gage has asked the bank to extend the grant anticipation loan for six months with a modification in the loan from \$2 million to \$1 million and a change in the end date to June 2020. The current interest rate did not change from the original note and the loan has been rolled over from year to year. Seth Hopkins stated the bills will continue to come in, plus the additional slab work under the road near the Town Office was added to the project.

**Motion** by Doug Bailey/Brian Coolidge to approve the loan modification with Bar Harbor Bank for the Segment 6 project. **The motion passed unanimously.**

## **7. 20/21 Budget Discussion**

Seth Hopkins thanked members of the Budget Committee – Barry Varian, Jan Coolidge, Cindy Bell and Tony Peduto for attending the budget workshops to provide insight to the Select Board and assist with the budget preparation. Jan Coolidge advised the Committee has written a letter for the Town Report. Ms. Coolidge noted the budget meetings were public meetings, but there was no public participation. Barry Varian was pleased with the process and thought the individual department heads' contributions were very beneficial. Cindy Bell stated she was on the first budget committee and noted she is amazed how far the committee has come. She also noted it was great that the heads of the departments spent so much time assisting with the budget. Mr. Hopkins also thanked the Town Manager. Mr. Atherton provided the Select Board with proposed changes. Mr. Hopkins noted the Select Board is getting close to creating a budget to meet the needs of the Town with a stable tax bill for the residents. At the January meeting, the Select Board will be able to recommend a budget to the voters. Doug Bailey also thanked the Town's Bookkeeper for assisting with the budget process. Cindy Bell suggested one more meeting to go through the changes that have been proposed. It was suggested to schedule a Budget meeting on Tuesday, January 7<sup>th</sup> at 7PM in the Town Hall.

### **7a. Green Fleet Policy**

Tim Guiles requested the Select Board consider passing a Green Fleet policy. Mr. Guiles has had a discussion with the Town Manager concerning this subject. Dave Atherton stated he agrees if Mr. Guiles is willing to help the Town with the policy.

**Motion** by Tim Guiles/Doug Bailey to approve the Green Fleet policy as presented at the last Select Board meeting. **The motion passed with one no vote – Brian Coolidge.**

## **8. Fiscal**

### **a) Warrant – December 23, 2019 - \$142,171.68**

**Motion** by Brian Coolidge/Tim Guiles to approve the December 23, 2019 warrant in the amount of \$142,171.68. **The motion passed unanimously.**

### **b) Route 7 Construction Warrant – December 23, 2019 - \$184,289.76**

**Motion** by Tim Guiles/Brian Coolidge approve the December 23, 2019 Route 7 Construction warrant in the amount of \$184,289.76. **The motion passed unanimously.**

Dave Atherton confirmed that the Casella warrant was in order.

The Select Board recessed at 7:58PM.

The Select Board reconvened at 8:05PM.

**Motion** by Brian Coolidge/Doug Bailey to find that premature general public knowledge of the confidential attorney-client communications made for the purpose of providing legal services to the public body will clearly place the Town at a substantial disadvantage. **The motion passed unanimously.**

**Motion** by Brian Coolidge/Doug Bailey to enter into executive session at 8:06PM, with the session to include the Town Manager, to discuss confidential attorney-client communications made for the purpose of providing legal services to the public body, under the provisions of Title 1 V.S.A. 313 (a)(1) of the Vermont State Statutes. **The motion passed unanimously.**

## **10. Executive Session**

The Board came out of executive session at 8:27PM. There was no discussion held. Dave Atherton left the meeting.

**Motion** by Brian Coolidge/Doug Bailey to enter into executive session at 8:29PM to discuss the appointment or employment or evaluation of a public officer or employee under the provisions of Title 1 V.S.A. 313 (a)(3) of the Vermont State Statutes.

After a brief discussion, the Board concluded this discussion would not require an executive session. Brian Coolidge and Doug Bailey withdrew the motion.

At 8:31PM the Board resumed their meeting.

Brian Coolidge asked how Dave Atherton had reduced the budget to the new revised lower amount. Seth Hopkins explained the adjustments that were previously emailed to all Budget Committee members. Brian Coolidge noted he has had trouble receiving emails recently. There was some general discussion about the Police Department overtime and holiday pay. Brian Coolidge would prefer the sidewalk money be included in the budget instead of being a separately voted upon appropriation item. It was generally agreed this budget discussion would continue at the next budget meeting on Tuesday, January 7th at 7pm.

## **11. Adjournment**

**Motion** by Brian Coolidge/Doug Bailey to adjourn the Select Board meeting at 8:50PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

## **Brandon Select Board Budget Workshop Minutes January 7, 2020**

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

**Select Board Members in Attendance:** Tim Guiles, Seth Hopkins, Brian Coolidge, Doug Bailey and Tracy Wyman

**Budget Committee Members in Attendance:** Barry Varian, Tony Peduto, Jan Coolidge and Cindy Bell.

**Others in Attendance:** Sue Gage, Bill Moore, Dave Atherton and Jackie Savela

### **1) Call to Order**

Seth Hopkins called the meeting to order at 7:01 pm.

Brian Coolidge made a motion to adopt the agenda, seconded by Tracy Wyman. The motion passed unanimously.

### **2) Budget Workshop FY 2020/2021**

The first budget topic of discussion was the covered walkway for the lower entrance at the Brandon Town Hall. Dave said he has an estimate for \$25,000.

The second budget topic was the Recreation Department. Bill Moore answered general questions about the Rec Dept budget. Bill left the meeting at 7:17 pm.

The third budget topic was Police cars. Tim Guiles suggested the possibility of gradually changing the fleet over to electric vehicles in hopes of reducing the maintenance cost and reducing the use of gasoline. There was also some discussion about reducing the fleet to four vehicles. Doug Bailey brought up some questions about the overtime budget and its relationship to how many positions we are funding.

The fourth budget topic was Appropriations. There was some discussion about the pros and cons of moving items out of the budget to have voters fund items separately through the appropriations process.

The fifth budget topic was a brief discussion about the amount budgeted for signposts and culverts.

### **3) Adjournment**

At 8:43 pm, Brian Coolidge made a motion to adjourn, seconded by Doug Bailey. The motion passed unanimously. The meeting was adjourned.

Respectfully submitted,

Timothy Guiles  
Clerk of the Select Board



## **Town Manager Report for weeks of December 30<sup>th</sup>, 2019 and January 6, 2020**

### **Segment 6:**

Handrails are currently being installed at various locations downtown. This will be ongoing for the next two weeks

Will be meeting with Casella and Dubois & King to go over the bridge slab plans. We are anticipating a start date in March and completion by June 30<sup>th</sup>.

### **Park Street:**

Surveyors from MEI have been on site to confirm elevations.

We are looking at a tentative start date of April 1 and completion in October.

### **Other Happenings:**

I have pulled the current tax sale for the Conway Terrace mobile homes. I am working with the new park owner to take care of the delinquencies.

Employee evaluations have been completed.

Most of my time in the two weeks have been spent on the new budget and prepping the Town Report

### **Rec News:**

- The winter is off to a HOT start for the Brandon Rec. We are in the midst of changing over registration software and are traveling back in time to 2016 when we last had to process paper registrations! Our new system is slated to be operational in the first week in February, in time for Ski and indoor soccer registration.
- Our Town Hall programming begins tonight with our weekly Table-tennis upstairs from 7-9. Free offering!
- Indoor cornhole starts on Wednesday, January 15<sup>th</sup> and will run 7-9 pm. This year's format is different in that you can show up as a single. Commissioner Meloney Gee will be having folks blind draw for partners each night.
- Brandon Idol 2020 opening concert will be held on Saturday, January 18<sup>th</sup> at 7pm. Tickets are \$5 at the door. Fan favorite, new judges, new talent SAME prize! The first concert is singer's choice. Judges will determine the folks that move on to the subsequent live band and themed concerts in February, March, April and May. The finals are held at the Brandon Carnival. There are talented folks registered and it a great and affordable way to spend a cold night!
- January 25<sup>th</sup> the Brandon Town hall will host is a "Moonlighting in Vermont: An Evening of Show Tunes and Jazz Standards" Kristen Carr, Jess Crossman star with some featured guests singing showtunes with piano accompaniment. Tickets are available at 802tix

**Other items will be covered in the agenda.**



January 10, 2020

Selectboard Members,

On January 3<sup>rd</sup>, the Brandon Revolving Loan Fund committee met to consider a loan request from Pat and Dan Foley for their new business venture, Foley Taco and Bean.

The Foley Brothers and their brewery success is a story with which the board is intimately familiar, as the brothers were able to get a start using RLF monies. They paid their loan off early while creating a Brandon based business with international notoriety. This new venture represents a robust plan to roast and serve their own coffee, serve take out tacos, showcase a plethora of microbrews from around the state in addition to maintaining the legacy of a Wilcox ice cream stand located in the heart of our downtown (in the former Eis. Co space). The committee members present voted unanimously to approve a partial funding of their request, as they did not want to loan out the entirety of the fund balance to one borrower.

**The amount to be loaned is \$30,000.** This amount represents about 30% of this start-up investment. **The terms would be a 3.0 % interest rate as amortized as an 84 month loan with a balloon payment at 48 months secured by** first security interest in all business assets of Foley Taco and Bean, and first security interest in equipment purchased using the RLF funds, including but not limited to:

- a coffee roaster
- espresso machine
- a fryer
- a smoker

As is customary with all RLF loans personal Loan Guarantees will be signed by all of the principals of corporation.

The Foley Brothers have proven to be adept entrepreneurs. The expansion of their successful brand and the creative reinvigoration of a legacy business to create another destination spot in Brandon demonstrates that leveraging our RLF program with our unique town yields successful results.

Respectfully Submitted,

Bill Moore

Economic Development Officer



State of Vermont  
Department of Taxes  
133 State Street  
Montpelier, VT 05633-1401

Phone: (802) 828-5860  
Fax: (802) 828-2239

Agency of Administration

December 20, 2019

Town Clerk  
Town of Brandon  
49 Center Street  
Brandon, VT 05733

### 2019 Equalization Study Results

This letter serves as notification of the results of Property Valuation and Review (PVR)'s 2019 equalization study. Every year we are required to certify the equalized education property value (EEPV or EEGL) and coefficient of dispersion (COD) for each Vermont town (32 V.S.A. § 5406). This letter also communicates the Common Level of Appraisal (CLA) for your town and explains how it will impact your homestead and nonhomestead education tax rates.

Education Grand List (from 411):	\$3,305,101
Equalized Education Grand List (EEGL):	\$334,634,056
<b>Common Level of Appraisal (CLA):</b>	<b>98.77 % or 0.9877</b>
Coefficient of Dispersion (COD):	13.49 %

For a copy of your town final computation sheet and certified sales report, please see:

[tax.vermont.gov/research-and-reports/reports/equalization-study](http://tax.vermont.gov/research-and-reports/reports/equalization-study)

The **education grand list** listed here is what was reported by your town to the state on the 411 form with your town's cable (if applicable) and tax increment financing (TIF) amounts (if any) included. This number represents the town's total property value that is subject to the education property tax (from the most recent grand list available) and serves as the numerator in the computation of the CLA. Please note: tax revenue from any TIF property value is subject to allocation (32 V.S.A. § 5404a).

The **equalized education grand list (EEGL)** represents PVR's statutorily-mandated estimate of total fair market value of the education grand list in your town and serves as the denominator in the computation of the CLA. To find out more about how the equalization study is conducted, how to read the certified sales report, and additional instructions on how to appeal your results, please see the "Introduction to Vermont's Equalization Study" document at:

[tax.vermont.gov/research-and-reports/reports/equalization-study](http://tax.vermont.gov/research-and-reports/reports/equalization-study)

The **common level of appraisal (CLA)** is determined by dividing the education grand list by the equalized education grand list (32 V.S.A. § 5401). A number over 100% indicates that property in your town is generally listed for more than its fair market value. A number less than 100% indicates that



property is generally listed for less than its fair market value. A CLA below 85% or over 115% necessitates a reappraisal (32 V.S.A. § 4041a). The homestead and nonhomestead tax rates in your town will be adjusted by your town's CLA (32 V.S.A. § 5402). The nonhomestead rate in your town will be the statewide nonhomestead rate divided by your CLA. The homestead rate will be the town homestead rate (which is determined by the per-pupil spending of any school district(s) to which your town belongs) divided by the CLA. A CLA greater than 100% will result in a downward adjustment of tax rates, and a CLA less than 100% will result in upward adjustment.

To get answers to many common questions about tax rates and how they are determined and to see how the current year property tax rates for your town were calculated, please see the department's education tax resources at:

<http://tax.vermont.gov/property-owners/understanding-property-taxes/education-tax-rate>

The **coefficient of dispersion (COD)** is a measure of how fairly distributed the property tax is within your town. It is calculated as the average of the (absolute) difference of each sales ratio (list price divided by sales price) in the study from the median ratio. That result is then divided by the median ratio to get the COD, which is expressed as a percent (32 V.S.A. § 5401). A high COD means that within your town many taxpayers are paying more than their fair share and many are paying less than their fair share. A COD over 20% necessitates a reappraisal (32 V.S.A. § 4041a).

**Appeals:** A municipality may petition the director of Property Valuation and Review for a redetermination of its EEPV and/or COD (32 V.S.A. § 5408). All petitions must be in writing and signed by the chair of the municipality's legislative body. Petitions should contain a plain statement of matters being appealed and a statement of the remedy being sought. **Petitions must be received by PVR by the close of business on the 35th day after mailing of this letter.** Additional instructions on appeals can be found in the "Introduction to Vermont's Equalization Study" document at:

[tax.vermont.gov/research-and-reports/reports/equalization-study](http://tax.vermont.gov/research-and-reports/reports/equalization-study)

If you have any questions, please contact your **district advisor** or call 802-828-5860.

Sincerely,



Jill Remick, Director  
Property Valuation and Review

cc: Chair, Board of Listers  
Chair, School Board  
Chair, Select Board  
Superintendent of Schools



RUTLAND REGIONAL PLANNING COMMISSION

RECEIVED  
DEC 20 2019  
TOWN OF BRANDON

To: Selectboard Members  
From: Ed Bove, Executive Director  
Date: December 16, 2019  
Re: Rutland Region Public Works Emergency Mutual Aid Agreement

Over the past year, the Rutland Regional Planning Commission (RRPC) has worked with municipal Emergency Management Directors and Highway Department personnel to develop an Emergency Mutual Aid Agreement for Public Works Departments in the Rutland Region. The need for this agreement was brought to our attention by local Emergency Management Directors because there are no provisions for Federal reimbursement for mutual aid during a Federally-declared disaster when there is no formal written agreement. So, with assistance from attorney Edward Adrian, of Monaghan Safar Ducham PLLC, we worked to develop an agreement that complies with Vermont Statute and current FEMA guidelines for mutual aid.

We are pleased to provide you with the enclosed final agreement. Because most municipalities do not maintain sufficient resource levels to handle extreme events independently, this optional tool provides a means for municipalities to augment their resources when needed for high-demand incidents.

The Rutland Region Public Works Emergency Mutual Aid Agreement establishes the terms under which one municipality provides resources – personnel, equipment, materials – to another municipality. It outlines the procedures for requesting aid and reimbursement and includes an Aid Request Form; a Designated Officials Form; and a NIMS typed public works resources list by town.

To be clear, execution of this agreement does not obligate you to provide services in the event of a disaster. A municipality will continue to have the discretion to provide mutual aid or not to the requesting municipality. Also, this mutual aid agreement applies uniformly in emergency situations. The agreement is not contingent upon a declaration of a major disaster by the Federal government or on receiving Federal funds.

We encourage you to review the enclosed agreement and discuss it with your Emergency Management Director and Highway Department personnel. **Our goal is for interested municipalities to approve and execute the agreement by March 1, 2020.** Again, adoption of this agreement is not required, it is an option if you feel your community will benefit from participating in a regional mutual aid program. The RRPC will continue to provide emergency management planning services to your community regardless of whether you participate in this program.

If you have any questions about the Rutland Region Public Works Emergency Mutual Aid Agreement, please contact Steffanie Bourque in our office. Steffanie can be reached at: 802-775-0871 x206 or [sbourque@rutlandrpc.org](mailto:sbourque@rutlandrpc.org).

The Opera House | 67 Merchants Row | Rutland, Vermont  
P.O. Box 965 | Rutland, Vermont 05701  
RutlandRPC.org | (802) 775-0871

*Cooperative planning in the region*

**RUTLAND REGIONAL PLANNING COMMISSION  
EMERGENCY MUTUAL AID AGREEMENT  
FOR THE PUBLIC WORKS DEPARTMENTS  
OF ITS MEMBER MUNICIPALITIES**

This Mutual Aid Agreement (the "Agreement") is entered into between the Rutland Regional Planning Commission ("RRPC") and by and among each member municipality that voluntarily executes and adopts the terms and conditions contained herein.

WHEREAS, the Vermont Supreme Court has held and adopted the position that " 'It is a general and undisputed proposition of law that a municipal corporation possesses and can exercise the following powers, and no others: First, those granted in express words; second, those necessarily or fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation—not simply convenient, but indispensable.' " Valcour v. Vill. of Morrisville, 104 Vt. 119, 158 A. 83, 85 (1932), *citing* Dillon, John, The Law of Municipal Corporations (5th Ed.) par. 237; and

WHEREAS, that upon the adoption of bylaws specifying the process for entering into, method of withdrawal from, and method of terminating service agreements with municipalities, the Vermont Legislature has granted express authority for regional planning commissions to "promote cooperative agreements and coordinate, implement, and administer service agreements among municipalities, including arrangements and action with respect to planning, community development, joint purchasing, intermunicipal services, infrastructure, and related activities..." 24 V.S.A. § 4345b(c); and

WHEREAS, the member municipalities of the RRPC (collectively the "Parties") may voluntarily agree to participate in mutual aid and public works assistance activities conducted pursuant to 24 V.S.A. § 4345b(d)(2); and

WHEREAS, the RRPC has duly adopted bylaws pertaining to the creation of intermunicipal service agreements pursuant to 24 V.S.A. § 4345b(a) and (b); and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters that impact vital public works resources including hurricanes, flooding and extreme winter conditions that in the past have caused severe disruption of essential public works services and severe property damage to public roads, utilities and other public works property; and;

WHEREAS, owning and maintaining all the resources needed to respond to extreme, unexpected and high-demand incidents is cost-prohibitive for most municipalities and entering into a mutual aid agreement provides economic and logistical efficiencies to support any gaps in resources and capabilities; and

WHEREAS, the Parties to this Agreement recognize the benefits of mutual aid in protecting the public, health, safety and welfare and fostering a sense of goodwill and community within a specific geographic region and therefore desire to provide mutual aid and assistance to one another during times of disaster and other types of public works emergencies; and

WHEREAS, the Parties recognize that having this mutual aid agreement and related guidelines is essential to ensuring a consistent, coordinated, and timely response in providing mutual aid; and

NOW, THEREFORE, the Parties hereto agree as follows:

## **SECTION 1: PURPOSE**

The Agreement set forth below, is established to provide a means for public works related entities that are controlled by the RRPC member municipalities, that are in need of mutual aid assistance, to be able to request and receive such aid and assistance in a timely manner from the participating member municipalities including but not limited to personnel, equipment, materials and any other services that may be reasonably necessary to respond to an emergency. The purpose of this Agreement is to formalize the regional mutual aid program. This Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

## **SECTION 2: DEFINITIONS**

- A. Aid and Assistance** – includes, but is not limited to, personnel, equipment, administrative services, infrastructure, supplies and materials necessary to respond to a request for mutual aid.
- B. Aiding Official** – means a person who is designated by the Aiding Party to determine whether and to what extent the Aiding Party should provide Public Works Assistance to a Requesting Party.
- C. Aiding Party** – means a Constituent Municipal entity that furnishes, equipment, services, personnel or any other Public Works assistance to a Requesting Party.
- D. Agreement** – refers to this Agreement for public works emergency services. Rutland Region municipalities may become a party to this Agreement upon ratification of this Agreement by the RRPC and ratification by the legislative body of the Constituent Municipality that is a party to this Agreement. Each Constituent Municipality that ratifies this Agreement, understands that the Agreement contains all Constituent Municipal entities at the time of ratification, and any other eligible municipality in the future.

- E. **Constituent Municipality** – Any municipality located in the Rutland Region, Vermont that is a party to this Agreement.
- F. **Disaster** – any natural, mechanical, human-made, technological, or civil emergency that threatens to cause damages of a severity and scale that exceeds the maximum capabilities of a Constituent Municipality.
- G. **Emergency** – an event or imminent potential for such an event, either natural or human caused, that results in or may result in, injury or harm to the residences of the Constituent Municipality, or damage to or loss of property.
- H. **Mutual Aid Resource List** – A list maintained by each Constituent Municipality of the public works equipment, personnel and any other resources available for the provision of aid and assistance if needed by another Constituent Municipality.
- I. **Period of Assistance** – the period of time beginning when the Aiding Party assists the Requesting party by providing equipment, personnel, supplies or any other Public Works Assistance and ending when all Public Works Assistance returns to the regular duties of the Aiding Party.
- J. **Public Works Assistance** – means equipment and personnel including, but not limited to; professional engineers, licensed staff, non-licensed personnel who are employed by a Constituent Municipality and used for activities in response to a disaster or emergency, related to roadways, water, stormwater, wastewater and any other public works program.
- K. **Requesting Official** - means any person who is designated by the Requesting Party to request Public Works Assistance from a participating Aiding Party.
- L. **Requesting Party** - means a Constituent Municipal entity that requests, equipment, services, personnel or any other Public Works assistance from an Aiding Party.

### SECTION 3: PROCEDURES

- A. **Operations Oversight** – The RRPC shall be responsible for overseeing this Agreement and help to facilitate communications between the Constituent Municipalities. The RRPC will also help to facilitate policies and procedures to guide requests for aid and assistance as set forth below.
- B. **Request for Aid** – When a Requesting Party has been impacted by or is in imminent danger of a disaster or emergency, it may request Aid and Assistance from an Aiding Party, by making a verbal request, followed by a written request, to the Aiding Party, within three business days after aid is



needed or contemplated to be needed. An Aid Request Form shall be an addendum, but not an amendment to or modification of this Agreement. Requests should be made by and to the Aiding Party's authorized Aiding Official. A potentially Aiding Party, should not provide aid on its own without first confirming the need for assistance through the communication of the Aiding Official and Requesting Official to ensure that the type of aid being provided is necessary and needed. The provision of aid by an Aiding Party is entirely discretionary under this Agreement and the ultimate decision as to whether to render aid to a Requesting party shall be at the discretion of the Aiding Official in consultation with the legislative body of the Constituent Municipality if possible.

**C. Designation of Officials** – Each Constituent Municipality shall designate an Aiding Official and Requesting Official and at least one alternate Aiding Official and Requesting Official. Each Constituent Municipality shall be responsible for maintaining its own contact list of all Aiding and Requesting Officials and alternate Officials, along with all means of contact including, but not limited to cell phones, telephones, electronic mail and physical addresses and take reasonable steps to ensure that all Constituent Municipalities have the most current list. The RRPC shall help develop the template of the contact list and annually aid in its distribution after having been provided by the Constituent Municipalities. Said list shall be an addendum, but not an amendment to or modification of this Agreement. The Requesting Officials and the Aiding Officials may be the same person in each municipality (i.e. a director of public works).

**D. Information Needed - Request for Aid and Assistance** – The Requesting Official shall provide, at minimum, to the Aiding Official and RRPC (for informational purposes only): 1) a description of the disaster or emergency prompting the request; 2) what type of specific assistance is needed; 3) a description of the infrastructure impacted and the specific work needed to repair the infrastructure; and 4) an estimate of the type of public works assistance needed and the period of time it will be needed for. It is further recommended that the Requesting Official propose a plan for meeting with the Aiding Official to discuss the scope of the aid and for the Requesting Official to familiarize him or herself with the personnel and equipment of the Aiding Party (similar in nature to a pre-construction meeting). The Aiding Party shall then provide an estimate to the Requesting Party of expected costs for the scope of work requested and needed.

**E. Supervision and Control** – It is the intention of this Agreement that supervision and control of personnel will be structured in accordance with Federal Emergency Management Agency's (FEMA) Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.

1. When any personnel or equipment is deployed under the terms of this agreement, the Aiding Official shall meet with the Requesting Official. Orders by the Requesting Official will be given to the Aiding Official who will then give orders or direction to their personnel. The Aiding Official shall maintain reasonable contact with the Requesting Official as long as the Aiding Party is providing Public Works Assistance. The personnel of the Aiding Party may only be under the direct control of the Requesting party by a written mutual agreement.
2. In all instances and at all times, the Requesting Official or a designee thereof, shall have the right and responsibility to ensure that all personnel from the Aiding Party are asked to perform only those tasks or operations that are consistent with their training and are in accordance with their home protocols and accepted safe practices.
3. Personnel from the Aiding Party shall continue with the assigned tasks until the Requesting Party releases said personnel and equipment or until the Aiding Party recalls said personnel and equipment. No recall by an Aiding Party shall occur until, if reasonable given the facts and circumstances, the Aiding Official discusses the need for recall with the Requesting Official.
4. Each Aiding Party shall operate in accordance with the protocols of its Constituent Municipality, and all Aiding Party personnel shall act within the scope of his or her own training and certification or under the supervision of a person with the appropriate training and certification. Aiding Party personnel shall not be required to perform in a way that is inconsistent with the practices of their Constituent Municipality protocols or inconsistent with safe practices.
5. The Aiding Official shall be responsible for maintaining all records for time, materials and equipment provided to the Requesting Party; be responsible for the operation and maintenance of equipment provided by the Aiding Party; and report work process to the Requesting Party.

**F. Mutual Aid Resource List** – NIMS typed public works resources are included in the annual local emergency plan for each Constituent Municipality. The RRPC shall annually distribute a list of the NIMS typed public works resources for all Constituent Municipalities. All original and updated NIMS typed public works resource lists shall be considered an addendum to, but not a modification of this Agreement.

**G. Funds Payable By Each Municipality** – the Constituent Municipalities agree that the funds, coming in the form of the amount of services provided by each Constituent Municipality shall be based on the resources available to them at the time aid and assistance is made by a Requesting Party in accordance with Section 4 Part A.

## **SECTION 4: REQUESTS FOR REIMBURSEMENT**

**A. Procedures for Reimbursement** – Unless the Aiding Party and the Requesting Party agree to a different structure in writing, the Requesting Party shall be ultimately responsible for the reimbursement of the Aiding Party's costs incurred under this Agreement.

1. Within 30 days of the return of all personnel and equipment of the Aiding Party to the Constituent Municipality's homework station, the Aiding Municipality may submit to the Requesting Party, an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice provided by the Aiding Party shall be paid within 30 days of receipt.
2. All invoices generated by the Aiding Party shall be provided to the Requesting Party.
3. Invoices by the Aiding Party shall follow the following standards.
  - a. Personnel. Charges for personnel shall be in accordance with the standard practices of the Aiding Party, including wages, salaries, contributions for insurance and retirement and personnel from the Aiding Party shall continue to accumulate seniority at the rate of the Aiding Party.
  - b. Equipment. Charges for equipment supplied by the Assisting Party, shall be reimbursed at the rental rate established for the same or substantially similar equipment by the regulations of the Federal Emergency Management Agency (i.e., current FEMA Schedule of Equipment Rates), or at any other rate agreed to by the Aiding Party and Requesting Party in writing. Rent for equipment includes the cost of fuel and other consumable supplies, maintenance, service, repairs and ordinary wear and tear.
  - c. Transportation. The Aiding Party shall transport needed personnel and equipment by reasonable and customary means and in accordance with the Aiding Party's usual transportation and travel payment schedule. If such a schedule is unavailable, transportation charges shall be the reasonable and customary rates for such transportation.
  - d. Materials and Ancillary Expenses. Charges for materials and ancillary expenses such as consumable supplies, related to the provision of aid pursuant to this agreement shall be the reasonable and actual costs incurred by the Aiding Municipality.

4. The Aiding Party may invoice the Requesting Party for all expenses incurred during the Period of Assistance. All invoices shall be submitted by the Aiding Official to the Requesting Official. The invoices shall clearly delineate the time and expenses associated with personnel, equipment, transportation and any materials or ancillary expenses. Any question or dispute about an invoice from an Aiding Party shall first be discussed between the Requesting Official and the Aiding Official. If the Parties are still unable to reconcile an invoice, then they shall follow the next sequential procedures of the Dispute Resolution section of this Agreement.

## **SECTION 5: INSURANCE AND LIABILITY**

- A. Insurance** – Each Constituent Municipality shall bear the risk of its own actions, as it does with its day-to-day operations. The Aiding Party shall be responsible for providing insurance to the fullest extent possible, including but not limited to workman's compensation insurance, general liability insurance, excess liability insurance, and any other types of insurance coverage in amounts recommended by the Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund (VLCT-PACIF). Such insurance shall cover damage or injury to person, property or equipment owned or provided by an Aiding Party to the extent the damage or injury may have occurred while rendering aid to a Requesting Party.
- B. Indemnification** - To the extent allowed by law, each Requesting Party agrees to indemnify and hold harmless any Aiding Party and its employees, officers, administrators, elected officials and agents from any claim relating to cost, damage or injury of any description to any person or property caused by or through the action of any Aiding Municipality while rendering aid pursuant to his Agreement. Acts of gross negligence, willful misconduct, malfeasance, and/or criminal/illegal behavior are exempt from indemnification.
- C. Liability** – No Constituent Municipality shall have any liability to any other Constituent Municipality by reason of their inability or lack of desire to respond to a request for aid.

## **SECTION 6: TERM, MODIFICATION AND PERIODIC REVIEW**

- A. Term** – This Agreement shall be in effect for one (1) year from the date signed by the initial Constituent Municipality. Thereafter, this Agreement shall be renewed for additional one year terms on an annual basis in conjunction with the local emergency plan.
- B. Termination** – Any Constituent Municipality may voluntarily terminate and withdraw from its participation in this Agreement at any time by a Requesting or Aiding Official giving written notification to the designated Requesting or Aiding

Officials of all other Constituent Municipalities to this Agreement. Electronic mail communications shall be considered written notification for purposes of this Agreement. Termination and withdrawal shall not be effective until sixty (60) days after written notification has been sent. Withdrawal by a Constituent Municipality shall not impact the liability or obligation incurred by the Constituent Municipality under this Agreement prior to the date of termination.

**C. Modification** – Pursuant to 24 V.S.A. § 4345b(d)(4) any modification or amendment to this Agreement shall not become effective unless approved by the RRPC and the legislative body of all the municipalities who are a party to this Agreement. The RRPC shall assist in coordinating any modifications or amendments to this Agreement.

**D. Periodic Review** – On a biennial basis, the designated Aiding and Requesting Officials shall meet to review the terms of this Agreement and make any suggestions as to alterations or modifications if needed base on past performance. The RRPC shall coordinate all meetings under this section.

## **SECTION 7: MISCELLANEOUS PROVISIONS**

**A. Dispute Resolution** – In respect to any dispute that arises pursuant to this agreement the Parties shall first make a good faith effort to work out differences among themselves. Should informal discussions between the Parties fail, then the Parties shall engage the services of a mutually agreed upon third party mediator. The costs of this third party mediator shall be split evenly between the Parties. Should attempts at mediation through a third party mediator fail, then any Party may seek redress in any Vermont Court of competent jurisdiction.

**B. Severability** – Should any clause, portion, section, provision or any other part of this Agreement be held invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other portion of the Agreement. The remaining portions of this Agreement shall remain in full force and effect without regard to the provisions that have been invalidated.

**C. Execution of Counterparts** – This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

*NOW THEREFORE*, both the Rutland Regional Planning Commission through its duly authorized representative has executed this agreement and all counterparts thereto. Photographic copies shall be considered valid counterparts. Each of the Constituent Municipalities so desiring, have caused this Agreement to be executed by a duly authorized representative, after a vote allowing that duly authorized representative to execute this Agreement by the Constituent Municipality's governing legislative body.

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Approved and executed at \_\_\_\_\_, Vermont this \_\_\_\_\_, day of \_\_\_\_\_, 2020.

For the Constituent Municipality of \_\_\_\_\_.

By: \_\_\_\_\_  
Duly Authorized Representative for \_\_\_\_\_  
-----

Approved and executed at \_\_\_\_\_, Vermont this \_\_\_\_\_, day of \_\_\_\_\_, 2020.

For the Rutland Regional Planning Commission

By: \_\_\_\_\_  
Duly Authorized Representative  
for the Rutland Regional Planning Commission

**RUTLAND REGIONAL PLANNING COMMISSION  
PUBLIC WORKS MUTUAL AID AGREEMENT AID REQUEST FORM**

To be completed by the Requesting Official.

**Requesting Municipality:** Town/City of \_\_\_\_\_

**Incident Name:** Briefly describe the nature of the disaster or emergency prompting the aid request.

**Damages and Needed Repairs:** Briefly describe the infrastructure impacted and the specific work needed to repair the infrastructure.

**Specific Assistance Needed:** Briefly describe what type of assistance (personnel, equipment, materials) is needed.

**Cost Estimate and Schedule:** Provide an estimate for the needed assistance and period of time it will be needed for (start and end dates).

**Plan for Meeting with Aiding Official to Review Project Scope (Optional):** Briefly describe, if needed, the Requesting Official's plan for meeting with the Aiding Official to review the scope of work and for the Requesting Official to familiarize him/herself with the personnel and equipment of the Aiding Party.

**Requesting Official Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

To be completed by the Aiding Official.

**Request:** Approved \_\_\_\_\_ Denied (Reason) \_\_\_\_\_

**Resource Deployed:** Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Cost Estimate:** \_\_\_\_\_

**Aiding Official Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**RUTLAND REGIONAL PLANNING COMMISSION  
PUBLIC WORKS MUTUAL AID AGREEMENT DESIGNATED OFFICIALS FORM**

**Designated Officials for the Town/City of \_\_\_\_\_ for 2020.**

**Aiding Official Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Alternate Aiding Official Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**RUTLAND REGIONAL PLANNING COMMISSION  
PUBLIC WORKS MUTUAL AID AGREEMENT DESIGNATED OFFICIALS FORM**

**Designated Officials for the Town/City of \_\_\_\_\_ for 2020.**

**Requesting Official Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Alternate Requesting Official Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN

	I	II	III	IV	Other
<b>BENSON (2019 LEMP)</b>					
Grader		1			
Hydraulic Excavator, Medium Mass Excavation					1
Trailer, Equipment Tag-Trailer		1			
Truck, On-Road Dump		1	2		
Truck, Plow			1		
Wheel Loader Backhoe					1
Wheel Loader, Small		1			
Wood Chipper					1
<b>BRANDON (2019 LEMP)</b>					
Grader	1				
Road Sweeper				1	
Snow Blower				1	
Trailer, Small Equipment		1			
Truck, On-Road Dump		1	2	1	
Truck, Plow	1	2	1	2	
Truck, Sewer Flusher				1	
Water Pumps, De-Watering			2	1	
Water Pumps, Water Distribution	1				
Water Pumps, Wastewater				1	
Wheel Loader Backhoe	1				
Wheel Loader, Large	1				
Wheel Loader, Skid Steer			1		
Wood Chipper	1				
<b>CASTLETON (2019 LEMP)</b>					
Air Compressor	4				
Concrete Cutter/Multi-Processor for Hydraulic Excavator				1	
Floodlights				2	
Generator					4
Hydraulic Excavator, Compact	1				
Road Sweeper				1	
Snow Blower, Loader Mounted				1	
Trailer, Equipment Tag-Trailer			1		
Trailer, Small Equipment		2			
Truck, On-Road Dump		1	5	2	
Truck, Plow	1	5	3		
Water Pumps, De-Watering				1	
Water Pumps, Wastewater				1	
Water Truck					1
Wheel Loader Backhoe		1			
Wheel Loader, Medium			1		
Wheel Loader, Skid Steer		1			
Wood Chipper	1				

# NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN

	I	II	III	IV	Other
<b>CHITTENDEN (2019 LEMP)</b>					
Grader			1		
Road Sweeper				1	
Truck, On-Road Dump			2	1	
Wheel Loader Backhoe				1	
Wheel Loader, Small		1			
Wood Chipper	1				
<b>CLARENDON (2019 LEMP)</b>					
Air Compressor				1	
Grader		1			
Hydraulic Excavator, Medium Mass Excavation		1			
Trailer, Equipment Tag-Trailer			1		
Truck, On-Road Dump		1	2		
Truck, Plow	1	2		1	
Wheel Loader, Large	1				
Wood Chipper	1				
<b>DANBY (2019 LEMP)</b>					
Floodlights			4		
Generator				1	2
Grader		1			
Trailer, Small Equipment		1			
Truck, On-Road Dump		2	1		
Water Pumps, Wastewater					3
Wheel Loader Backhoe		1			
Wheel Loader, Medium		1			
Wood Chipper	1				
<b>FAIR HAVEN (2019 LEMP)</b>					
Air Compressor			1		
Grader		1			
Trailer, Small Equipment		2			
Truck, On-Road Dump			2	2	
Wheel Loader Backhoe		1			
Wheel Loader, Small		1			
Wheel Loader, Skid Steer		1	1		
<b>HUBBARDTON (2019 LEMP)</b>					
Concrete Cutter/Multi-Processor for Hydraulic Excavator					1
Floodlights					1
Generator					1
Grader	1				
Hydraulic Excavator, Medium Mass Excavation					1
Track Loader		1			
Trailer, Equipment Tag-Trailer	1				
Truck, Plow	1				
Wheel Loader Backhoe		1			
Wood Chipper	1				

# NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN

	I	II	III	IV	Other
<b>IRA (2019 LEMP)</b>					
Floodlights	1				
Grader	1				
Truck, Plow	1				
Wheel Loader Backhoe	1				
<b>KILLINGTON (2018 LEOP)</b>					
Air Compressor				1	
Grader		1			
Road Sweeper				1	
Snow Blower, Loader Mounted				1	
Truck, On-Road Dump		1	4		
Truck, Plow			2	1	
Wheel Loader Backhoe			1		
Wheel Loader, Small	1				
Wheel Loader, Skid Steer	1				
Wood Chipper	1				
<b>MENDON (2019 LEMP)</b>					
Mobile Communications Unit		1			
Grader		1			
Truck, On-Road Dump			1		
Truck, Plow			1		
Wheel Loader Backhoe		1			
Wood Chipper *Shared with Rutland Town	1				
<b>MIDDLETOWN SPRINGS (2019 LEMP)</b>					
Grader			1		
Trailer, Small Equipment		1			
Truck, On-Road Dump			1		
Truck, Plow		1	1		
Wheel Loader Backhoe	1				
Wheel Loader, Medium	1				
<b>MOUNT HOLLY (2019 LEMP)</b>					
Grader		1			
Truck, On-Road Dump			3		
Wheel Loader, Small	1				
Wood Chipper	1				
<b>MOUNT TABOR (2019 LEMP)</b>					
No Public Works Resources					
<b>PAWLET (2019 LEMP)</b>					
Grader	1				
Road Sweeper				1	
Truck, On-Road Dump		3			
Truck, Plow *3 Plows for 3 on-road dump trucks					3*
Wheel Loader Backhoe	1				
Wheel Loader, Small		1			
Wood Chipper	1				

# NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN

	I	II	III	IV	Other
<b>PITTSFORD (2019 LEMP)</b>					
Air Compressor					2
Grader		1			
Road Sweeper				2	
Snow Blower, Loader Mounted				1	
Track Loader					1
Trailer, Small Equipment		2			
Truck, On-Road Dump		2	1	1	
Truck, Plow	2	1	1		
Water Pumps, De-Watering					2
Wheel Loader Backhoe	1				1
Wheel Loader, Medium				1	
Wood Chipper	1				
<b>POULTNEY (2019 LEMP)</b>					
Air Compressor		1			
Generator	1				
Grader			1		
Hydraulic Excavator, Medium Mass Excavation			1		
Road Sweeper				1	
Trailer, Equipment Tag-Trailer		1			
Truck, On-Road Dump		1	3		
Truck, Plow			2		
Water Pumps, De-Watering					1
Wheel Loader Backhoe	1				
Wheel Loader, Small		1			
Wood Chipper	1				
<b>PROCTOR (2019 LEMP)</b>					
Generator					1
Road Sweeper				1	
Truck, On-Road Dump				2	
Wheel Loader Backhoe				1	
Wheel Loader, Medium			1		
<b>RUTLAND CITY (2019 LEMP)</b>					
Air Compressor					1
Electronic Boards, Arrow					1
Electronic Boards, Variable Message Signs					1
Floodlights					1
Road Sweeper	1				
Trailer, Small Equipment			1		
Truck, On-Road Dump	2		10	2	
Truck, Plow		8	2	2	
Truck, Sewer Flusher		1			
Water Pumps, Wastewater			1		
Wheel Loader Backhoe	3				
Wheel Loader, Medium		1			
Wheel Loader, Skid Steer		2			
Wood Chipper					12 inch

# NIMS TYPED PUBLIC WORKS RESOURCES BY TOWN

	I	II	III	IV	Other
<b>RUTLAND TOWN (2019 LEMP)</b>					
Trailer, Small Equipment		2			
Truck, On-Road Dump			1	1	
Truck, Plow		1	1		
Wheel Loader, Small		1			
<b>SHREWSBURY (2019 LEMP)</b>					
Grader	1				
Hydraulic Excavator, Medium Mass Excavation		1			
Trailer, Equipment Tag-Trailer		1			
Truck, On-Road Dump, w/plow		3	1	1	
Wheel Loader Backhoe				1	
Wheel Loader, Medium		1			
Wood Chipper	1				
<b>SUDBURY (2019 LEMP)</b>					
No Public Works Resources					
<b>TINMOUTH(2019 LEMP)</b>					
Generator					3
Grader	1				
Hydraulic Excavator, Medium Mass Excavation		1			
Trailer, Equipment Tag-Trailer		1			
Truck, Plow		2	1		
Water Pumps, De-Watering Portable		1			
Water Pumps, Water Distribution		1			
Wheel Loader Backhoe	1		1		
Wheel Loader, Medium	1				
<b>WALLINGFORD (2019 LEMP)</b>					
Road Sweeper				1	
Truck, On-Road Dump				2	
Truck, Plow				2	
Wheel Loader, Medium			1		
<b>WELLS (2019 LEMP)</b>					
Grader	1				
Hydraulic Excavator, Medium Mass Excavation				1	
Trailer, Equipment Tag-Trailer		1			
Truck, On-Road Dump		2	2	1	
Truck, Plow	2	2	1		
Wheel Loader Backhoe		1			
Wheel Loader, Small		1			
<b>WEST HAVEN (2018 LEOP)</b>					
Floodlights		1			
Generator		1			
Grader			1		
Truck, On-Road Dump			1	1	
Wheel Loader Backhoe					Out of Service
Wheel Loader, Medium				1	
<b>WEST RUTLAND (2019 LEMP)</b>					
Generator			1		
Grader			1		
Hydraulic Excavator, Medium Mass Excavation			1		
Truck, Plow	1		2		
Wheel Loader, Medium			1		



## A. Cover Page

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**Project Name/Title:**

Stormwater Reduction in the Town of Brandon

**Contact information:**

Organization: Rutland Natural Resources Conservation District

Name of primary point of contact: Nanci McGuire, District Manager

Address: 170 South Main Street, Ste. 4, Rutland, VT 05701

Phone number(s): 802-775-8034 ext. 117

Email address: [nanci.mcguire@vt.nacdnet.net](mailto:nanci.mcguire@vt.nacdnet.net)

Website URL: <https://www.vacd.org/conservation-districts/rutland/>

**Authorized Representative:**

Bridget Bowen, Co-Chair

Rutland Natural Resources Conservation District

170 South Main Street, Ste. 4

Rutland, VT 05701

802-446-2285

No email

**Federal Tax ID Number:** 030292712

**DUNS Number:** 160605312

**LCBP Grant Award Amount:** \$74,076

**Non-Federal Match:** \$0

**Total Project Cost:** \$74,076

**Project Location:**

Town of Brandon in the Otter Creek Watershed of Lake Champlain.

Lat/long for Pearl street project: (43.799209, -73.093453)

Lat/long for Café Provence project: (43.798574, -73.087919)

**Project Description:**

The RNRCD is seeking funding to hire an Engineering Consultant to complete final designs for two Best Management Practices (BMP's) identified in the Stormwater Master Plan for the Town of Brandon prepared by Watershed Consulting Associates, LLC in October 2017 and a Construction Contractor to implement these Best Management Practices.

30% conceptual designs have been completed for both projects.

**Project #1 - Pearl Street**

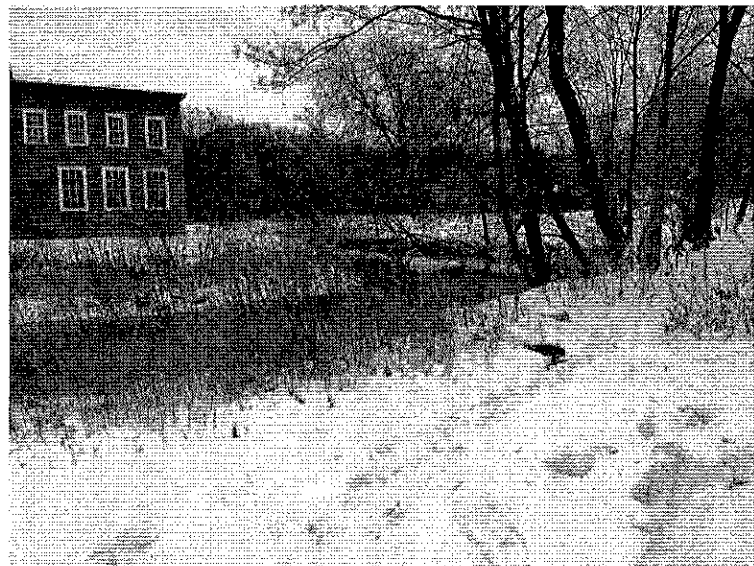
The concept envisioned for the Pearl Street area is a series of streetscape bioretention practices (bio-swailes) along the entire length of Pearl Street.

## Project #2 - Café Provence

This site is highly constrained by buildings, traffic patterns, and the river's riparian area and corridor. However, there are two very promising and relatively simple stormwater retrofits that can be realized on this site – replacement of an existing catch basin with a concrete dry well in the upper portion of the parking lot and a lined bioretention practice along the edge of the parking lot.

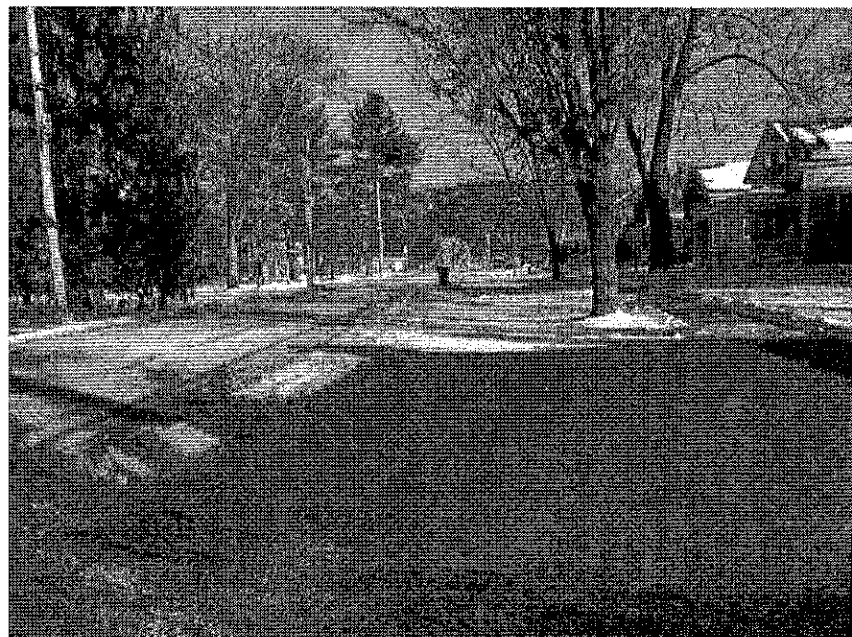
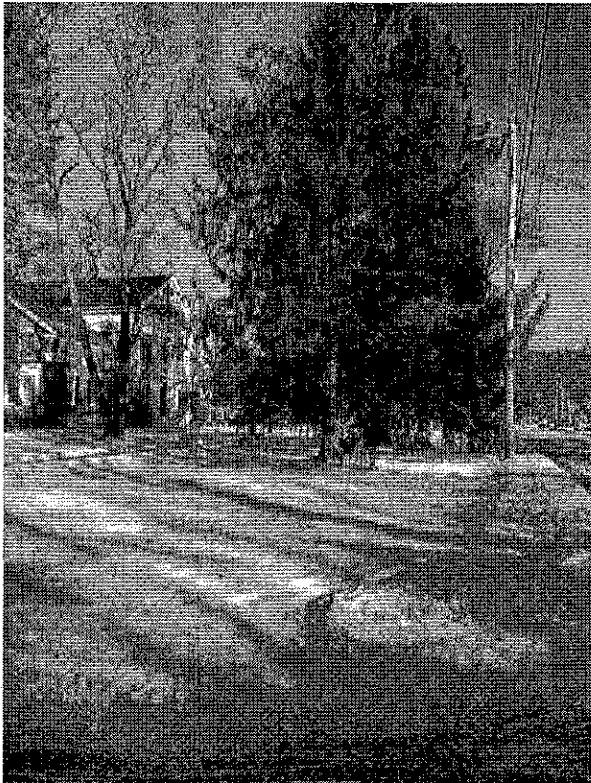
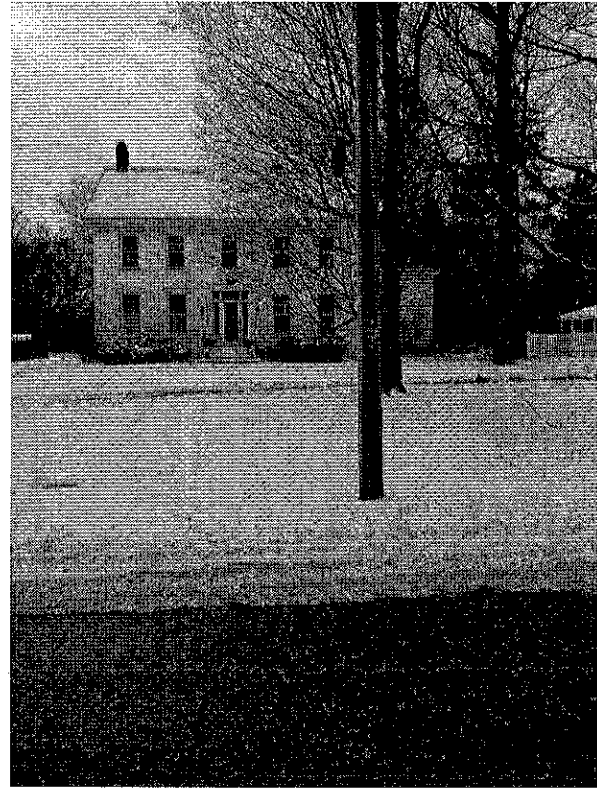
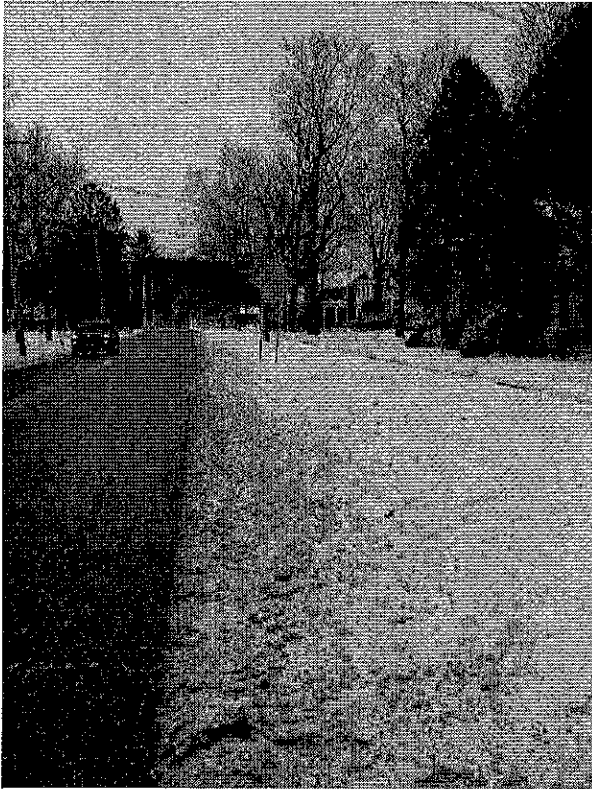
### Photos:

Café Provence (Before Photos)





Pearl Street (Before Photos)





## Introduction

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The Town of Brandon is a small, mostly rural municipality with a moderately developed downtown area. Much of the town is rural and split geographically between the toe of the Green Mountains to the East and flatter areas adjacent to the Otter Creek to the West. Brandon is 25,628 acres total. Of this, 617.94 acres is impervious cover (as delineated by the 2011 Lake Champlain Impervious Coverage remotely-sensed GIS layer) – paved roads and parking lots, roof tops, gravel road and parking lots, and other impervious coverage areas. These areas make up 2.4% of the total town area. Of these ~618 acres of impervious coverage, ~218 acres or 35% are public roads. The remainder is split between public and private parcels of development.

The Town is split in to four different watersheds, all ultimately draining to the Otter Creek. The majority of the downtown area drains to the Neshobe River, which is currently listed on the VT DEC's Stressed Streams list for flow impairments causing excessive streambank erosion from the Forestdale area to the segment of the river below the Brandon Wastewater Treatment Facility. This can be a precursor to a stream or other water body being listed on the 303(d) list as 'surface waters in need of a Total Maximum Daily Load (TMDL) listing,' otherwise known as impairment. One of the causes for this type of stress is unmanaged stormwater from developed surfaces.

The two main foci of the 2017 Town of Brandon Stormwater Master Plan (SWMP), prepared by Watershed Consulting Associates, LLC, were the investigation and development of structural stormwater management solutions to the 30% design level for five different sites and the inventory, prioritization, and development of solutions for unpaved road erosion issues for three to five different hydrologically connected road segments. The two stormwater BMP retrofits that the Town is ready to move forward with are:

### Project #1 - Pearl Street

The concept envisioned for the Pearl Street area is a series of streetscape bioretention practices (bio-swales) along the entire length of Pearl Street. These practices will make use of the wider than average street width to create long, narrow bioretention practices within the right-of-way that will reduce pollutants by infiltrating runoff to ground water. Runoff will flow into a concrete notch inlet and will overflow using existing catch basins.

Pollutant removal and other water quality benefits:

TSS Removed - 5,509 lbs. annually

TP Removed - 6.49 lbs. annually

Impervious Acres Treated - 0.99 acres

Total Drainage Area Acres – 2.44 acres

As stated in the Town of Brandon SWMP this site will not likely need any permits and the site should qualify for an Erosion Prevention and Sediment Control permit (3-9020) under the Low Risk categorization if the following guidelines are followed:



- o Less than 2 acres of disturbance at any one time (maximum disturbance calculated for this project is 0.9 acres)
- o All soils must be stabilized (temporary or final) within 7 days
- o Runoff from the site must pass through a 50' vegetated buffer prior to entering any water of the State.

### Project #2 - Café Provence

The parking behind Café Provence is governed by the Town of Brandon as a public parking area. This site is highly constrained by buildings, traffic patterns, and the river's riparian area and corridor. However, there are two very promising and relatively simple stormwater retrofits that can be realized on this site. They consist of an 8' concrete dry well to replace the existing catch basin in the upper portion of the parking lot and a lined bioretention practice along the edge of the parking lot to capture and filter sheet flow runoff from the majority of the parking lot's surface, as well as some of the surrounding rooftops. The parking area behind Café Provence sheet flows directly to the Neshobe River. By removing a small amount of parking, this flow could be managed.

#### Pollutant Removal and Other Water Quality Benefits:

TSS Removed – 978 lbs. annually

TP Removed – 0.105 lbs. annually

Impervious Acres Treated – 0.282 acres

Total Drainage Acres – 0.316 acres

As stated in the Town of Brandon SWMP there are no local or other permits anticipated for this project.

The goal of these projects is to treat and infiltrate stormwater runoff onsite, and to reduce the total volume and peak flow rates of stormwater runoff.

Maintenance plans for both projects will be in place once the practices are installed. The Town of Brandon has agreed to maintain these practices.

This project will address objective 111.B, strategy 111.B.3, task area 111.B.3.a: BMP Implementation of LCBP's Management Plan for Lake Champlain, *Opportunities for Action*, by reducing phosphorus loading generated by runoff from developed lands.

## C. Project Timeline

### Timeline Table:

Task #	Task Title	Objective	Deliverable or Output	Timeline
1	Bid project for 100% final design	Create bid to go to engineering consultants for final design and meet with steering committee to review bids and select consultant	Bid emailed to consultants, sign contract with	May 2020



# Stormwater Reduction in the Town of Brandon Workplan

November 18, 2019

Job cost code: 100-316

Final report due date: November 30 2021

			engineering consultant	
2	Develop QAPP	Describe quality assurance procedures that will maintain project performance	QAPP approval	July 2020
3	Initiate project	Project kickoff	Meeting minutes and press release	August 2020
4	Prepare final engineering design	100% design preparation	100% level plans with construction details, bid documents, operation and maintenance plan	October 2020
5	Bid project for construction	Create a bid to go to construction contractor and meet with steering committee to review bids and select contractor	Bid mail/email to construction contractor, sign contract with construction contractor	November 2020
6	Construction Oversight	Construction engineering	Host pre-construction meeting, provide stakeout, observe construction	May 2021
7	Construction	50% of construction	50% of construction complete	July 2021
8	Construction	100% of construction	100% of construction complete	August 2021
9	Post-Construction Inspection	Engineer visits site	Post-construction inspection complete	August 2021
10	Quarterly reports	Summary of work	Submit quarterly reports	April, July, October and January
11	Final Summary report	Final summary report including all plans, maps, articles, photographs, and data that supports Vermont's tracking of Lake Champlain TMDL progress	Submit final report	November 30, 2021



## D. Task Descriptions

### Task Descriptions:

**Task 1.** Create bid to go to engineering consultants, meet with steering committee to review bids and select consultant, create and sign contract with engineering consultant.

**Task 2.** Describe quality assurance procedures that will maintain project performance.

**Task 3.** Project kickoff meeting and press release.

**Task 4.** 100% level plans with construction details, bid documents, operation and maintenance plan for both projects.

**Task 5.** Send bid to construction contractor, meet with steering committee to review bids and select contractor, create and sign contract with construction contractor.

**Task 6.** Host pre-construction meeting, provide stakeout, observe construction.

**Task 7.** 50% of construction complete.

**Task 8.** 100% of construction complete.

**Task 9.** Post-construction inspection complete.

**Task 10.** Prepare and submit quarterly reports April, July, October and January.

**Task 11.** Prepare and submit final report.

## E. Detailed Budget

### Budget Table:

Line Item	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Line Item Totals for All Tasks	Proposed Match (if any)	Totals + Proposed Match
Personnel	\$1,350				\$1,125					\$900	\$675	\$4,050		\$4,050
Fringe	\$0	\$0	\$0									\$0		\$0
Travel												\$0		\$0
Supplies												\$0		\$0
Professional Services		\$1,430	\$858	\$12,870	\$3,432	\$6,006	\$22,000	22,000	\$1,430			\$70,026		\$70,026
Total Direct	\$1,350	\$1,430	\$858	\$12,870	\$4,557	\$6,006	\$22,000	\$22,000	\$1,430	\$900	\$675	\$74,076	\$0	\$74,076
Indirect	\$0	\$0	\$0									\$0		\$0
TOTAL BUDGET	\$1,350	\$1,430	\$858	\$12,870	\$4,557	\$6,006	\$22,000	22,000	\$1,430	\$900	\$675	\$74,076	\$0	\$74,076



## F. Budget Justification

### Budget Justification:

#### Personnel

(Task 1) 30 hrs. @ \$45/hr. Create bid to go to engineering consultants, meet with steering committee to review bids and select consultant, create and sign contract with engineering consultant.

(Task 5) 25 hrs. @ \$45/hr. Send bid to construction contractor, meet with steering committee to review bids and select contractor, create and sign contract with construction contractor.

(Task 10) 20 hrs. @ \$45/hr. Prepare and submit quarterly reports.

(Task 11) 15 hrs. @ \$45/hr. Prepare and submit final report.

#### Professional Services

(Task 2) 10 hrs. @ 143/hr. QAPP

(Task 3) 6 hrs. @ 143/hr. Project kickoff

(Task 4) 90 hrs. @ 143/hr. 100% level plans with construction details

(Task 5) 24 hrs. @ 143/hr. Bid documents for construction contractor and operation and maintenance plan

(Task 6) 42 hrs. @ 143/hr. Host pre-construction meeting, provide stakeout, and observe construction

(Task 7) 50% of construction complete

(Task 8) 100% of construction complete

(Task 9) 10 hrs. @ 143/hr. Post-construction inspection complete

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310220	12/03/19	ACCESS MOBILITY LLC service call @ Town Hall S3548	10-5-22-43150 Town Hall Repair/Maint.	686.50	47928	01/13/20
310590	12/31/19	AMERICAN WINDOW CLEANING downstairs windows Dec 2254	10-5-22-43100 Town Office	50.00	47929	01/13/20
330468	01/08/20	ATHERTON, DAVID J 6 month cell phone 01/08/20	10-5-10-42100 Telephone Exp. Admin.	300.00	47930	01/13/20
100598	12/25/19	AUBUCHON HARDWARE shackle 1626994408	10-5-15-41160 HW Maint. Supplies-Vehicl	14.97	47931	01/13/20
100598	12/25/19	AUBUCHON HARDWARE rubber strap 1627110973	10-5-14-30110 Office Supplies	3.49	47932	01/13/20
100598	12/25/19	AUBUCHON HARDWARE misc supplies 1627110974	10-5-18-30070 Little League Expenses	132.73	47933	01/13/20
100598	12/25/19	AUBUCHON HARDWARE misc supplies 1627110974	10-5-10-30110 Office Supplies	5.99	47933	01/13/20
100598	12/25/19	AUBUCHON HARDWARE snow shovel 1627114086	10-5-22-43160 Parks Maint.	14.99	47934	01/13/20
310531	12/19/19	B-B CHAIN INC cross links PB84310	10-5-15-41160 HW Maint. Supplies-Vehicl	1050.00	47935	01/13/20
310531	12/03/19	B-B CHAIN INC tire chains PB84782	10-5-15-41160 HW Maint. Supplies-Vehicl	346.00	47935	01/13/20
310983	01/09/20	BISSELL, PETER officiating 01/09/10	10-5-18-40050 Youth Basketball	100.00	47936	01/13/20
100275	12/31/19	BRANDON FREE PUBLIC LIBRA APPROPRIATION JAN 2020	10-5-25-70470 Brandon Library	7666.67	47937	01/13/20
100280	11/16/19	BRANDON LUMBER & MILLWORK propane refill 809493/3	10-5-22-43080 Highway Bldg Maint	23.29	47938	01/13/20
100280	12/02/19	BRANDON LUMBER & MILLWORK wash/deicer 8100002/3	10-5-15-41160 HW Maint. Supplies-Vehicl	22.50	47938	01/13/20
100280	12/31/19	BRANDON LUMBER & MILLWORK wash/deicer 814210/3	10-5-15-41160 HW Maint. Supplies-Vehicl	14.94	47938	01/13/20
100280	01/04/20	BRANDON LUMBER & MILLWORK links, shackle 814617/3	10-5-15-41160 HW Maint. Supplies-Vehicl	22.07	47938	01/13/20
100280	01/08/20	BRANDON LUMBER & MILLWORK acrylic adhesive 815042/3	10-5-22-43080 Highway Bldg Maint	3.99	47938	01/13/20
100280	01/09/20	BRANDON LUMBER & MILLWORK for mailbox repair 815082/3	10-5-22-43080 Highway Bldg Maint	5.88	47938	01/13/20
310688	01/07/20	BRANDON POLICE DEPT postage etc 1-6-20	10-5-14-30132 Postage Expenses PD	20.24	47939	01/13/20
310688	01/07/20	BRANDON POLICE DEPT postage etc 1-6-20	10-5-14-10340 Professional Development	20.00	47939	01/13/20
200218	01/10/20	BRANDON REPORTER winter spring ads 12/31/19	10-5-18-10330 Advertising/Recruitment	600.00	47940	01/13/20
100310	12/31/19	BRANDON SENIOR CITIZENS C APPROPRIATION JAN 2020	10-5-25-70480 Senior Citizen Center	1125.00	47941	01/13/20
310390	12/14/19	BTS, INC phone repair/replacement 13801	10-5-14-30210 Office Equipment	101.50	47942	01/13/20
100198	12/12/19	CARGILL, INCORPORATED salt 2905141767	10-5-15-47110 Road Salt	3308.28	47943	01/13/20
100198	12/12/19	CARGILL, INCORPORATED salt 2905141768	10-5-15-47110 Road Salt	1709.24	47943	01/13/20

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100198	CARGILL, INCORPORATED	12/18/19	salt 2905154012	10-5-15-47110 Road Salt	3337.16	47943	01/13/20
100198	CARGILL, INCORPORATED	12/20/19	salt 2905159678	10-5-15-47110 Road Salt	1709.24	47943	01/13/20
100198	CARGILL, INCORPORATED	12/31/19	salt 2905175456	10-5-15-47110 Road Salt	5022.84	47943	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/24/19	diesel fuel 426328	10-5-15-41130 Fuel - Vehicles HW	982.97	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/31/19	gasoline 426500	10-5-14-41130 Fuel - Vehicles	491.76	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/30/19	heating fuel @ Town Hall 426833	10-5-22-42110 Heating Fuel	350.46	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	01/03/20	heating fuel @ HWY 435449	10-5-22-42110 Heating Fuel	1049.62	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/13/19	gas 444170	10-5-14-41130 Fuel - Vehicles	452.88	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/17/19	heating fuel @ Town Hall 444580	10-5-22-42110 Heating Fuel	325.16	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/16/19	diesel fuel 444819	10-5-15-41130 Fuel - Vehicles HW	413.89	47944	01/13/20
301503	CHAMPLAIN VALLEY FUELS	12/18/19	heating fuel @ HWY 445038	10-5-22-42110 Heating Fuel	943.58	47944	01/13/20
310946	CINTAS	12/23/19	uniforms 4038108462	20-5-55-10320 Clothing Allowance	17.85	47945	01/13/20
310946	CINTAS	12/23/19	uniforms 4038108462	10-5-15-10320 Clothing Allowance	87.60	47945	01/13/20
310946	CINTAS	12/30/19	uniforms 4038679357	20-5-55-10320 Clothing Allowance	17.85	47945	01/13/20
310946	CINTAS	12/30/19	uniforms 4038679357	10-5-15-10320 Clothing Allowance	71.10	47945	01/13/20
310946	CINTAS	01/06/20	uniforms 4039226381	10-5-15-10320 Clothing Allowance	71.10	47945	01/13/20
310946	CINTAS	01/06/20	uniforms 4039226381	20-5-55-10320 Clothing Allowance	17.85	47945	01/13/20
301043	GIVES CORPORATION, DBA	12/20/19	parts for trks 3, 4 & 5 4494725	10-5-15-41160 HW Maint. Supplies-Vehicl	862.02	47946	01/13/20
100346	CLARK'S TRUCK CENTER	01/06/20	diesel exhaust fluid 429365	10-5-15-41160 HW Maint. Supplies-Vehicl	141.35	47947	01/13/20
310097	COMCAST	01/07/20	town office for January 12-27-19	10-5-10-42100 Telephone Exp. Admin.	456.48	47948	01/13/20
310097	COMCAST	12/31/19	WASTE WATER JAN JAN 2020	20-5-55-42100 Wastewater Telephone	188.40	47949	01/13/20
310097	COMCAST	12/27/19	service: 01/04 - 02/03 PD122719	10-5-14-42100 PD Telephone Service	312.62	47950	01/13/20
310037	CONSOLIDATED COMMUNICATIO	01/09/20	highway Jan HW 1/2020	10-5-15-42100 HW Telephone	86.89	47951	01/13/20
310177	COTT SYSTEMS, INC.	12/31/19	JAN HOST FEE 131746	10-5-13-30123 Records Preservation	233.00	47952	01/13/20
330426	CVC PAGING	12/31/19	PAGER REPAIR WWATER 182-16883	20-5-55-42100 Wastewater Telephone	50.95	47953	01/13/20



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100494	ENDYNE INC	12/19/19 testing 319279	20-5-55-22120 Testing	75.00	47954	01/13/20
100615	FISHER SCIENTIFIC COMPANY	12/16/19 buffers 5781762	20-5-55-30120 Professional Supplies	54.34	47955	01/13/20
300187	FLORENCE CRUSHED STONE	12/31/19 sand & gravel 227871	10-5-15-46140 Gravel	137.24	47956	01/13/20
300187	FLORENCE CRUSHED STONE	12/31/19 sand & gravel 227871	10-5-15-47120 Winter Sand	538.59	47956	01/13/20
101011	FOLEY DISTRIBUTING, INC	12/19/19 paper towels 360429	10-5-22-43180 Maint. Supplies Bldgs.	216.32	47957	01/13/20
310426	FYLES BROS., INC.	12/20/19 propane @ WW Chem Bldg 186805	20-5-55-42110 LP Gas - Bldgs	115.10	47958	01/13/20
310426	FYLES BROS., INC.	12/30/19 propane/WW small garage 187652	20-5-55-42110 LP Gas - Bldgs	87.91	47958	01/13/20
310426	FYLES BROS., INC.	12/30/19 propane @ Town Hall 187659	10-5-22-42100 Heating - Propane	335.68	47958	01/13/20
310426	FYLES BROS., INC.	12/30/19 propane @ Town Office 187660	10-5-22-42100 Heating - Propane	128.30	47958	01/13/20
310426	FYLES BROS., INC.	12/16/19 propane/WW gen & heat 194106	20-5-55-42110 LP Gas - Bldgs	378.31	47958	01/13/20
310426	FYLES BROS., INC.	12/16/19 propane/WW boiler 194107	20-5-55-42110 LP Gas - Bldgs	357.85	47958	01/13/20
310426	FYLES BROS., INC.	12/16/19 propane/WW supply garage 194108	20-5-55-42110 LP Gas - Bldgs	127.25	47958	01/13/20
310426	FYLES BROS., INC.	12/16/19 propane @ Town Hall 194121	10-5-22-42100 Heating - Propane	342.41	47958	01/13/20
310426	FYLES BROS., INC.	12/16/19 propane @ Police Dept. 194150	10-5-22-42100 Heating - Propane	292.51	47958	01/13/20
310985	GAHAGAN ENTERPRISES	01/10/20 rental 20190103	10-5-18-40070 Youth Wrestling	450.00	47959	01/13/20
100650	GALLS LLC	12/10/19 belt keepers w/snaps 014480094	10-5-14-10320 Clothing Allowance	76.95	47960	01/13/20
100835	GMWEA INC	12/31/19 membership renewal 2020-6254	20-5-55-10330 Dues & Subscriptions	250.00	47961	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/04/19 switch, penetrant, clip 144628	10-5-15-41160 HW Maint. Supplies-Vehicl	54.84	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/18/19 screws 145207	10-5-15-41160 HW Maint. Supplies-Vehicl	22.16	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/19/19 de-icer 145270	10-5-15-41160 HW Maint. Supplies-Vehicl	19.72	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/20/19 oil filter 145304	10-5-15-41160 HW Maint. Supplies-Vehicl	18.29	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/21/19 exhaust fluid, silicone 145365	20-5-55-43160 Maint. Supplies - General	29.48	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/23/19 headlight socket 145407	10-5-15-41160 HW Maint. Supplies-Vehicl	9.22	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/31/19 hose, fittings 145622	10-5-15-41160 HW Maint. Supplies-Vehicl	68.55	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	12/31/19 oil absorbent, air chuck 145637	10-5-15-41160 HW Maint. Supplies-Vehicl	52.88	47962	01/13/20

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100725	GREEN MOUNTAIN GARAGE	01/03/20	bulbs 145734	10-5-15-41160 HW Maint. Supplies-Vehicl	33.39	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	01/08/20	mud flaps 145942	10-5-15-41160 HW Maint. Supplies-Vehicl	9.09	47962	01/13/20
100725	GREEN MOUNTAIN GARAGE	01/09/20	oil filter 145976	10-5-15-41160 HW Maint. Supplies-Vehicl	18.29	47962	01/13/20
100559	HACH COMPANY	12/17/19	lab testing supplies 11765174	20-5-55-30120 Professional Supplies	123.66	47963	01/13/20
310566	LUFKIN, MICHAEL	01/09/20	officiating 01/09/20	10-5-18-40050 Youth Basketball	150.00	47964	01/13/20
100588	MARKOWSKI EXCAVATING, INC	12/20/19	Union Sidewalk App #2 APP 2	46-5-20-50300 Union Sidewalk Contractor	204195.48	47923	01/06/20
310630	MASTERCARD	12/04/19	laptop for SRO 60647	10-5-14-30210 Office Equipment	466.41	47965	01/13/20
310630	MASTERCARD	12/06/19	business cards-PB & MV 60648	10-5-14-30120 Professional Supplies	42.80	47965	01/13/20
310630	MASTERCARD	12/20/19	UOF foam shield 60649	10-5-14-30120 Professional Supplies	101.82	47965	01/13/20
310630	MASTERCARD	12/23/19	PD tie clips 60650	10-5-14-10320 Clothing Allowance	70.00	47965	01/13/20
310630	MASTERCARD	12/07/19	quiz night trivia 61249	10-5-18-50090 Adult Activities	49.64	47965	01/13/20
310630	MASTERCARD	12/21/19	sheet music downloading 61250	10-5-18-40040 After School Activity	9.62	47965	01/13/20
310630	MASTERCARD	12/09/19	microsoft for SRO laptop 61251	10-5-14-30210 Office Equipment	74.89	47965	01/13/20
330377	MATTHEW BENDER & COMPANY,	01/07/20	5 revised stats 12-31-19	10-5-14-30120 Professional Supplies	493.61	47966	01/13/20
310984	MAY, ERIC	01/09/20	officiating 01/09/20	10-5-18-40050 Youth Basketball	100.00	47967	01/13/20
310906	MODERN CLEANERS & TAILORS	12/31/19	uniform maintenance 1039	10-5-14-10320 Clothing Allowance	73.50	47968	01/13/20
301033	MOMAR INC	12/18/19	degreaser PSI321065	20-5-55-43160 Maint. Supplies - General	375.90	47969	01/13/20
310679	MYRECDEPT.COM	01/07/20	software 0321462IN	10-5-18-29000 Rec Program Exp total	2995.00	47970	01/13/20
310795	NATIONAL BUSINESS TECHNOL	12/24/19	serv contract - printers IN346078	10-5-10-30130 Service Contracts	34.27	47971	01/13/20
310795	NATIONAL BUSINESS TECHNOL	12/24/19	serv contract - copiers IN346079	10-5-10-30130 Service Contracts	80.00	47971	01/13/20
100788	NEW ENGLAND MUNICIPAL RES	01/02/20	assessment for january 44879	47-5-10-10100 Professional Services	7550.00	47972	01/13/20
310980	PARKER EXCAVATION	12/24/19	Demo- 51 Newton Rd 19363	56-5-06-20200 Newton Rd Flood-Legal	21200.00	47973	01/13/20
310736	POCKETTE PEST CONTROL	01/07/20	pest control: storage 13655	10-5-18-20500 Storage Unit Supply/Maint	50.00	47974	01/13/20
310736	POCKETTE PEST CONTROL	01/07/20	pest control: Town Hall 13656	10-5-22-43150 Town Hall Repair/Maint.	80.00	47974	01/13/20
310736	POCKETTE PEST CONTROL	01/07/20	pest control: Town Office 13657	10-5-22-43100 Town Office	70.00	47974	01/13/20

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310736	POCKETTE PEST CONTROL	01/07/20 pest control: Police Dept	10-5-22-43090	65.00	47974	01/13/20
		13658	PD Bldg Maint.			
310642	RICOH USA, INC.	12/05/19 copies	10-5-21-75000	1.18	47975	01/13/20
		5058248912	Economic Development			
200179	ROOTX	12/09/19 root killer	20-5-55-50130	460.00	47976	01/13/20
		58179	Root-X			
200179	ROOTX	12/18/19 root killer	20-5-55-50130	460.00	47976	01/13/20
		58281	Root-X			
300502	ROUSE TIRE SALES INC	12/18/19 tires: trucks #3 & #4	10-5-15-41170	4326.52	47977	01/13/20
		10287251	HW Tires - Vehicles			
300502	ROUSE TIRE SALES INC	12/27/19 serv call loader & grader	10-5-15-41170	295.00	47977	01/13/20
		10287791	HW Tires - Vehicles			
100478	ROYAL GROUP, INC.	11/30/19 alarm monitoring	10-5-14-30130	265.00	47978	01/13/20
		663582	Service Contracts			
300375	RUTLAND CITY	12/27/19 Nov sludge processing	20-5-55-50160	4200.00	47979	01/13/20
		25828SLUDG	Sludge Disposal			
100566	RUTLAND COUNTY HUMANE SOC	01/07/20 appropriation	10-5-25-70550	750.00	47980	01/13/20
		JAN 2020	Rutland Co Humane Soc			
310921	STEARNS SERVICES LLC	12/30/19 payroll processing	10-5-10-30130	360.00	47981	01/13/20
		1043	Service Contracts			
310953	TCE INC	01/09/20 Churchill Rd Culvert	46-5-15-26000	610.00	47982	01/13/20
		35449	CB Box Culvert			
310534	TRAYNOR, NATHAN J	01/09/20 officiating	10-5-18-40050	150.00	47983	01/13/20
		01/09/20	Youth Basketball			
100729	TREASURY OPERATIONS DIVIS	01/02/20 marriages sept-dec 2019	10-2-00-02113	200.00	47984	01/13/20
		DEC 2019	Marriage Lic. Fees to Sta			
300853	USDA	01/02/20 Champlain PS Bond payment	20-5-55-60610	6070.49	-----	--/--/--
		1/2/20	USDA Bond-Champ. PS-Prin			
300853	USDA	01/02/20 Champlain PS Bond payment	20-5-55-60600	5411.51	-----	--/--/--
		1/2/20	USDA Bond Champlain PS in			
330348	VERIZON WIRELESS	12/22/19 service: Nov 23 - Dec 22	10-5-14-20233	240.06	47985	01/13/20
		9844795603	MDT/Aircards			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	10-5-15-42100	41.85	47985	01/13/20
		DEC 2019	HW Telephone			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	10-5-14-42100	58.04	47985	01/13/20
		DEC 2019	PD Telephone Service			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	10-5-14-42100	41.85	47985	01/13/20
		DEC 2019	PD Telephone Service			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	10-5-21-10310	20.92	47985	01/13/20
		DEC 2019	Travel & Expenses			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	10-5-18-42100	20.93	47985	01/13/20
		DEC 2019	Recreation Telephone			
330348	VERIZON WIRELESS	12/31/19 DEC CELL	20-5-55-42100	41.85	47985	01/13/20
		DEC 2019	Wastewater Telephone			
300024	VERMONT DIGITAL	12/11/19 pc maintenance	10-5-14-30130	110.00	47986	01/13/20
		12625T	Service Contracts			
300024	VERMONT DIGITAL	12/20/19 computer upgrade	10-5-14-30210	458.00	47986	01/13/20
		2018263	Office Equipment			
100649	VERMONT GFOA	01/07/20 SUE WORKSHOP	10-5-13-10340	55.00	47987	01/13/20
		2-13-2020	Professional Development			

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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100317	VERMONT STATE TREASURER-D	01/02/20	sept thru dec 2019 JAN 2020	10-2-00-02112 Dog Lic. Fees to State	65.00	47988	01/13/20
100648	VTOMA	01/09/20	annual membership fee 2020	10-5-10-10330 Dues & Subscriptions	85.00	47989	01/13/20
310046	W.B. MASON CO INC	12/18/19	toner 206060645	10-5-10-30110 Office Supplies	121.46	47990	01/13/20
310046	W.B. MASON CO INC	12/23/19	chair mat, note pads 206184719	10-5-14-30110 Office Supplies	59.87	47990	01/13/20
310046	W.B. MASON CO INC	01/02/20	address labels 206373559	10-5-10-30110 Office Supplies	32.96	47990	01/13/20
310186	WYMAN'S TIMBER HARVESTING	12/31/19	TOWN TRASH 12-19-19 0158-6	10-5-22-43170 Trash costs-Transfer Stat	9.90	47991	01/13/20
Report Total					302816.55		

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 \$ \*\*\*302,816.55  
Let this be your order for the payments of these amounts.

01/10/20

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Jacolyn

All Invoices For Check Acct 99(10 General Fund) 01/13/20 To 01/13/20

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
300286	CASELLA CONSTRUCTION INC	PR55	S6 PR # 55	922332.17	0.00	922332.17	47924 01/08/20
100456	DUBOIS & KING INC	120030	S6 CI progress rpt #65	34932.16	0.00	34932.16	47925 01/08/20
310760	FUSS & O'NEILL INC	218534	S6 Roadway Design	22696.81	0.00	22696.81	47926 01/13/20
310737	ORACLE AMERICA INC	12/15/19	S6-Submittal Exchange ex	3812.75	0.00	3812.75	47921 12/30/19
300075	VERMONT AGENCY OF NATURAL RESO	4164-INDS-RI	S6 Stormwater Op Fee	1889.60	0.00	1889.60	47927 01/13/20
100670	VERMONT DEPT OF ENVIR CONSERVA	12/18/19	S6-Stream Alt permit-Sla	200.00	0.00	200.00	47922 12/30/19
Report Total			985,863.49	0.00	985,863.49		

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 \$ \*\*\*985,863.49  
Let this be your order for the payments of these amounts.