

**Brandon Select Board Meeting**  
**February 27, 2023**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, February 27, 2023 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 Junction Store & Deli at 2265 Forest Dale Road. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

Interested parties may also attend this meeting electronically:

- Video Conference via ZOOM: Meeting ID (253 279 4161)
- Conference call: Dial (929) 205 6099

- 1) Call to Order
  - a) Agenda Adoption
- 2) Approval of Minutes
  - a) Select Board Meeting Minutes – February 13, 2023
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Consider School Resource Officer Position
- 6) Consider One-Item Revision to Zoning Fee Schedule
- 7) Consider Grand List Certificate – No Appeal or Suit Pending
- 8) Consider Appointment of Moderator to Run Evening Town Meeting on March 6, 2023
- 9) Consider Appointment of Alternative Authorized Representative to Clean Water State Revolving Loan Fund & Drinking Water State Revolving Loan Fund
- 10) VTrans Structures Grant Application
- 11) Consider Adoption of Policies
  - a) Accounting, Auditing, and Financial Reporting Policy
  - b) Cash Receipts, Petty Cash, and Returned Check Policy
  - c) Investment Policy
- 12) Fiscal
  - a) Warrant – February 27, 2023 – \$1,292,193.43
- 13) Adjournment

## Brandon Select Board Meeting February 13, 2023

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

**Board Members In Attendance:** Seth Hopkins, Brian Coolidge, Tracy Wyman, Ralph Ethier, Tim Guiles

**Others in Attendance:** Doug Bailey, Maria Ammatuna, Jeremy Racine, Steve Bissette, George Fjeld, Jim Emerson, Cecil Reniche-Smith, Marielle Blais, Jack Schneider, Molly Kennedy, Tim Kingston, Carol Bertrand, Wyatt Waterman, David Snow, Kevin Smith, Linda Grace, Vicki Disorda, Sara Stevens, Jakob Sterns, Erin Kilpeck, Tom Kilpeck, Jim Leary, Nancy Leary, Matt Orchard, John Peterson, Judy Bunde, Bernie Carr, Sue Gage, Sandy Mayo, Claire Astone, Kevin Thornton, Jeremy Disorda

**Others In Attendance Via Zoom:** Bruce Jenson, Tricia Welch, Andres Torizzo, Adam Murach, Neil Silins, Nanci McGuire, Chris Brickell, Lynn Des Maris, Susan Johnson, Beate Ankjaer-Jensen, Dan Snow, Darcey Wsjenbeck, Jill

### 1. Call to order

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

#### *a) Agenda Adoption*

**Motion** by Tracy Wyman/Tim Guiles to adopt the agenda as amended. **The motion passed unanimously.**

Under Item 9 – Addition of Road Postings

### 2. Approval of Minutes

#### *A: Approval of Minutes*

- a) Select Board Meeting Minutes – January 23, 2023*
- b) Special Select Board Meeting Minutes – January 30, 2023*
- c) Special Select Board Meeting Minutes – February 3, 2023*

**Motion** by Brian Coolidge/Tim Guiles to approve the January 23, 2023 Select Board and January 30<sup>th</sup> and February 3<sup>rd</sup> Special Select Board minutes. **The motion passed unanimously.**

### 3. Interim Town Manager Report

Dave Atherton's last day was Friday. The Town was fortunate to have Dave Atherton's leadership as Brandon experienced transformative infrastructure improvements and economic

growth. Eight years of his management has left the municipal government in a much better financial position than when he had started. Mr. Moore is happy to help during this period of transition, acting as interim manager to help bridge the gap between Dave and whomever the Select Board taps to be the community's next leader. There is still much in the way of getting up to speed on the many projects that were in the works.

Regarding the wastewater treatment plant upgrade, Naylor and Breen has been working hard to continue progress through winter with the proper cold weather concrete installation practices. The new south clarifier #2 tank is complete. The tank recently passed a 3-day leakage test with great results. The contractor has also completed the foundation walls and roof slab of the connected sludge pumping vault and waterproofed the exterior of that foundation. The footings and frost walls of the secondary control building addition (for the new screening room) have also been poured and are now backfilled. Electricians have made all necessary conduit penetrations into the primary control building and continue to work installing new lights as well as panel enclosures and some associated conduit.

VTrans structures grant information has been released. It is our intention to apply for a grant to replace a culvert on McConnell Road that had been identified by Shawn Erickson. Approval of the engineering and grant application will be a part of the board packet for the February 27<sup>th</sup> meeting.

Mr. Moore wanted to acknowledge the quick response of the Brandon Police Department to the swatting call at Otter Valley. Our officer on duty that day, Chief David Kachajian, responded immediately to the report. He was joined on scene by Pittsford Chief Warfle as well as Rutland Town police and Vermont State troopers dispatched out of the Rutland Barracks. Brandon Area Rescue Squad was on scene as well. The Chief and Mr. Moore were in contact with newly appointed Emergency Management Director, Seth Hopkins, through-out the incident.

With the outpouring of volunteers that have approached the Board regarding their placement on the town manager hiring committee, Mr. Moore would encourage the Board to ask some of these folks that do not get selected (to one of the 5 positions) to encourage them to stay involved and serve on some of our other boards/committees for which the Town needs representation and participation. These include, but are not limited to: the Planning Commission, Development Review Board, Otter Creek Watershed Insect Control District, Rutland Regional Planning Commission, Rutland Regional Transportation Council, Rutland County Solid Waste District, Otter Creek Communications Union District, and Brandon Revolving Loan Fund. Mr. Moore will work with the chairs of these boards to develop an onboarding/training process for each.

### **Recreation Department News:**

The Grift concert on 2/4 was attended by 125 people. The next Town Hall special event will be the Brandon Idol Country concert on February 18<sup>th</sup>. 12 singers will be featured and adult beverage service provided by Mae's. Tickets - \$5 at the door.

Colleen Wright has been working hard to expand evening entertainment offerings at the Town Hall. March and April weekend nights are beginning to fill! Stay tuned for more information.

Otter Valley has partnered with the Rec to allow a move of our Table Tennis and Pickleball offering to their North Campus gym space.

Mr. Moore met with folks from the Brandon Free Public Library to coordinate their eventual move into this meeting room space. There will be some equipment moving out of this room and shelving starting to be moved in, in anticipation of the big move slated for the middle to the end of March. A smaller meeting room will be established in the town hall basement lobby area.

Seth Hopkins welcomed Mr. Moore to the Interim Town Manager position and looks forward to what Mr. Moore will bring to the job. Sue Gage thought it a great idea for people to become involved in the various committees outside of the Town Manager hiring committee.

#### **4. West Seminary Park Stormwater Mitigation Presentation by Watershed Consulting**

Andres Torizzo was present to talk about the stormwater mitigation project in the West Seminary Park. Nanci McGuire with the Natural Resources Conservation District was present to discuss the project. Mr. Torizzo reported the project is midway through design and is an underground chamber system that is designed to take stormwater from the park and bring it to an underground chamber and filter through a sand bed. There was a Stormwater Master Plan developed and this was one of the top projects recommended. They wanted to make the Select Board aware of the project that is funded through the Conservation District with grants and to obtain approval to continue with the design project to ultimately present the Town with a final plan. It is hoped the Town will take over the maintenance of the system that will have a manhole with a catch basin to collect sediment that will need to be cleaned out periodically. A Maintenance Plan will be written and they will look to the Town to maintain the system over time. Nanci McGuire stated with regard to the funding, the Conservation Group wrote a block grant for the final design, put it out to bid and hired Mr. Torizzo to do the final design. This starts with a 60% design and then once the Select Board approves the 60%, it will go to final design. Other funding will be researched for the construction, but they need approval from the Select Board and will have an Operations and Maintenance agreement developed to move forward with funding requests. Claire Astone asked the scope of the clean out and how many manhours would there be to do the periodic cleaning. It was noted the cleaning is done by a vac truck at the manhole and would be done by two people in about an hour and is a standard procedure. Bernie Carr advised there were three of these items put in for Segment 6 and this one could be added to that inventory. Bill Moore reported Tim Kingston will be doing the maintenance if approved. Kevin Thornton asked if there will be more blasting and how much construction should neighbors expect. Mr. Torizzo advised the project would require some new piping to the existing stormwater and it is hoped the chamber can be done on the side of the road so there is no blasting anticipated. There would be some cutting of new stormwater lines to connect the system, but the full design is not flushed out at this point. Mr. Carr asked where the sand filter will be located and how far into the village will it go. Mr. Torizzo advised the system is between the road and the basketball court adjacent to 28 West Seminary Street. Brent Buehler asked if it is all on town property or is there private

property involved. Mr. Torizzo stated the project is located on town property except there is an existing outfall just to the east of 28 Seminary Street. As part of the project they would add a stone pad and with the outfall being rebuilt due to the erosion of the outlet point, it would be good to rehab it. The chamber itself is on town land. Mr. Torizzo wanted the assurance from the Board that they would like them to continue their work with Ms. McGuire's Group. They will plan to attend another meeting once the next phase is done to speak about specific details of the design. Trisha Welch questioned the timeline of the project since it has been in the planning phase since 2017. Mr. Torizzo stated the Stormwater Master Plan was completed in 2017 and there were five projects identified and this is one of the five. They are now trying to get to the next milestone of 60% completed design and it is hoped that 100% of the design will be done in the next few months as the grant deadline is October.

**Motion** by Tracy Wyman/Ralph Ethier to proceed with the plan for the 60% design of the stormwater mitigation for the Seminary Park. **The motion passed unanimously.**

## **5. Public Comment and Participation**

Seth Hopkins thanked everyone in attendance and shared some words from Governor Scott's speech concerning incidents seen at youth sport events in Vermont:

*"All of us have an obligation to tone down the rhetoric, recognize the humanity in everyone, including those we disagree with, and just be better role models for our kids"*

*"We should all ask ourselves what we can do in our everyday lives to help bring down the temperature a bit and be a better human being."*

*"Almost everyone here just wants to make Vermont a better place. So let's use that as the starting point. Now, reasonable people can disagree on the issues. In fact, it's healthy to do so. But it doesn't mean we're not trying to do what we think is best, and it certainly doesn't mean we don't care about the wellbeing of others. We just have different thoughts and approaches on how to get there. It all comes down to respect and civility, and doing our part to calm things down a bit when tensions are high, and things get heated."*

*"It's never too late to be a better person."*

Mr. Hopkins recused himself from the public comment section and left the room.

Tracy Wyman opened up the public comment section and advised that the decision has been made to extend the town manager search to the close of business on March 24, 2023. Mr. Wyman stated a link will be added to the description that is already online. This will also be posted with VLCT, Front Porch Forum, Facebook, Vermont Digger and the Reporter. Mr. Wyman reported four very diverse candidates have already applied with three being local and one from Tennessee.

**Motion** by Tracy Wyman/Brian Coolidge to extend the town manager search to the close of business on March 24, 2023.

Judy Bunde asked if the posting and agenda are going to be on Brandon's website and Mr. Wyman noted he will make sure it is on the site. Sandy Mayo thanked the Board for the extension and suggested it be advertised in the Times Argus.

Claire Astone thanked the Board for hearing the people in Town as the community deserves a search that is legitimate and transparent. Sue Gage suggested advertising in Seven Days. Mr. Guiles noted Seven Days and the Rutland Herald have a \$600 charge. Bernie Carr advised it could also be included in the Chamber Newsletter.

**The motion passed with one no vote – Tim Guiles.**

Seth Hopkins returned to the meeting.

Sue Gage advised the ballots are in the mail and some have been received back. If anyone wants to vote for the school, they have to request those ballots. Seth Hopkins noted by the time the annual town meeting is convened many votes have been cast. Mr. Hopkins advised the Town report is available on the Town's website and will be mailed soon. Sue Gage requested if people come to the polls to vote in person for the school that they bring the ballot they received in the mail, as there will be a limited quantity of ballots at the polls. Bernie Carr noted when switching to Australian ballot, it changed the town meeting, but on the positive side many can vote who could not come to the meeting. Mr. Carr asked what the State statute is for holding the meeting in advance of voting day. Mr. Hopkins noted some towns hold the meeting the Saturday before voting. Mr. Hopkins stated town meeting voting from the floor is good to maximize answering questions and Australian ballot is good to maximize the voters. As far as the process, the chief item is the Town's operating budget that is created during an open public process of workshops that have been 4 two-hour workshops and there is an opportunity for all public who want to weigh in to be part of the process. There is a reasonable accommodation to include more voices. Kevin Thornton stated Australian ballot narrows what is considered the democratic duty and participation and noted that he is on the local school board and their annual meeting had one person participate last year and he feels the Town is headed in that direction. Mr. Hopkins noted there are lots of limitations for people to attend a town meeting. Nancy Leary asked if the budget meetings are warned and it was confirmed they are posted in the same manner as the Select Board meetings. Mr. Carr stated there used to be 150 to 200 people at town meeting prior to moving to Australian ballot and felt that those people were making an informed decision when voting. Bill Moore stated as the Town Moderator, he thought there could be special Select Board meetings prior to the Town meeting for people to ask questions. Mr. Hopkins advised the only way to make changes in the budget would be during the budget workshop meetings. Mr. Carr stated there used to be a Pre-town meeting and suggested having one in the beginning of February. Maria Ammatuna stated with the budget being yes-no, there was a time when the Select Board would separate the larger budget items appropriation-style so that people felt more in control of the budget. Judy Bunde stated there had been years when the budget did not pass and the Select Board would pull out the large ticket items. Sandy Mayo stated in Charlotte, town meeting was held on a Saturday morning. Ms. Mayo also noted that some Vermont towns have a "decency-type" board and people that are out of line are spoken to. She stated many people are passionate and suggested it is good for someone to fact-check and suggested the creation of an ethics board. Kevin Thornton stated we have contentious issues and have a right to speak up and a "decency" board leads to not speaking. The sole advantage is that we know each other and can speak to each other, and the idea of censorship is a steep slippery slope. Dave Snow stated he

attended his first town meeting 35 years ago and depending on who the person was, depended upon whether they were allowed to speak.

## **6. Selection of Diversity & Inclusion Committee for Town Manager Interviews**

Seth Hopkins recused himself from this agenda item and left the room.

Tracy Wyman advised there were 14 candidates for the 5-member committee. Mr. Wyman stated the selection process could be either for the Select Board to choose the members or to draw five names from a hat. It was questioned when the interviews would take place and whether they would be public. Mr. Wyman advised the interviews would take place in April, likely in the evening and would be private due to candidates who may be leaving other positions. A show of hands by the meeting attendees was in favor of pulling names from a hat. Bernie Carr stated the point of the committee was creating a diverse committee and expressed concern when drawing names. Mitch Pearl suggested since the process is not going to take place for more than a month that an alternate should also be chosen in case someone is not available. Tracy Wyman stated the role of the committee would be to craft their questions for the interviews and the Select Board will take all answers into consideration when choosing the Town Manager. Vicki Disorda asked if the Board were to make the decision whether they have information on the people who have expressed an interest in being on the committee to assure a diverse group is chosen. Mr. Wyman advised some of the candidates have expressed their beliefs. Judy Bunde noted pulling names would be more neutral and suggested extending the time to submit a letter of interest since the application deadline has been extended. Tom Kilpeck suggested an exit poll could be done on election day as another option. Tricia Welch stated voting a Select Board is for those members to make the decisions for the Town and noted that adding another committee is second guessing the Select Board. Tim Guiles stated everyone is looking to bring an eye towards diversity and he considers all of the people who applied to be good candidates. Carol Bertrand asked if the committee will provide input after reviewing the candidates. Mr. Carr noted the Town votes the Select Board in to be responsible to the Town and putting names in a hat makes no sense. Mr. Wyman suggested the choosing of the committee could be the decision of the newly elected Board. Tim Guiles did not agree the new Board would make the decision stating the current sitting Board should decide. David Snow stated the Select Board does not have to include community members in making the decision. Kevin Thornton stated the Select Board needs to think that the people have diverse experience and it is the the Select Board's decision for the committee. Doug Bailey stated 8 ½ years ago there was a sitting Select Board and there was not a committee, with the Select Board interviewing and ultimately hiring Dave Atherton. There was no criticism and he felt the Board is afraid to make decisions because they are going to be criticized and pulling out of a hat eliminates that. He stated it is time we get together as we are small town and we have a good acting town manager and according to State Statute, the Select Board has the power to make the decision. Maria Ammatuna noted she was on the Select Board that appointed Robin Bennett and encouraged the Select Board to have standardized questions and assure the candidates are evaluated for the skillset. The Select Board will decide what the questions are and they have to be cautious so that diversion and inclusion are not the only things to look for, but also that the candidate possesses the skillset to do the job. Tricia Welch agreed with the Ms. Ammatuna noting that Brandon is made up of a diverse group of citizens that elected the Select Board and she believes it should be the Select Board that should be doing the hiring. Mr. Wyman called for another show of hands and the vote was for the Board to choose

the committee. Mr. Wyman thanked all who volunteered. The list of volunteers expressing interest in participating on the Diversity and Inclusion Committee for the Town Manager interviews were Jim Emerson, Claire Astone, Eric Mallory, Sharon Stearns, Carol Bertrand, Brent Buehler, Susan Benedict, Mitch Pearl, Paula Ashley, Sara Stevens, Rochelle Sandler, Vicki Disorda, Lyn DesMarais, and Marielle Blais.

Tim Guiles suggested members: Paula Ashley, Sharon Stearns, Sara Stevens, Vicki Disorda and Rochelle Sandler

Ralph Ethier suggested members: Brent Buehler, Sharon Stearns, Sara Stevens, Vicki Disorda and Rochelle Sandler

Tracy Wyman suggested members: Claire Astone, Carol Bertrand, Brent Buehler, Sara Stevens, Mitch Pearl

Brian Coolidge suggested members: Claire Astone, Sharon Stearns, Vicki Disorda, Brent Buehler, Sara Stevens

Tim Guiles suggested Sue Gage would be a good selection as the 5<sup>th</sup> member as she will be working closely with the Town Manager and is a member of the Town's Equity and Inclusivity committee.

**Motion** by Tim Guiles/Brian Coolidge to appoint Sharon Stearns, Sara Stevens, Vicki Disorda, Brent Buehler and Sue Gage to the Diversity and Inclusion Committee for the Town Manager interviews, and Rochelle Sandler and Claire Astone as Alternates. **The motion passed unanimously.**

## **7. Announce Vacancies**

*. Rutland Regional Transportation Council Representative*

*. Deputy Health Officer*

Mr. Hopkins stated these are two positions that Mr. Moore had previously mentioned that had been held by Mr. Atherton and encouraged volunteers to reach out to the Select Board if interested in these positions.

## **8. Appoint Emergency Management Director to Regional Emergency Management Committee (per Statute)**

It was noted that Seth Hopkins had stepped into this position because he had finished the FEMA training, but Mr. Hopkins noted if anyone would like to be appointed as the Emergency Management Director, they could reach out to the Board. The appointment requires ICS training. Tracy Wyman advised that Seth Hopkins and Tom Kilpeck are up for appointment for the position.

**Motion** by Tim Guiles/Tracy Wyman to appoint Seth Hopkins as the Emergency Management Director to Regional Emergency Management Committee. **The motion passed with one abstention – Seth Hopkins.**



## **9. Consider Certification of Compliance for Town Road and Bridge Standards and Network Inventory**

Seth Hopkins advised this is an annual certification and is an accurate road and bridge inventory.

**Motion** by Brian Coolidge/Tracy Wyman to approve the Certification of Compliance for Town Road and Bridge Standards and Network Inventory. **The motion passed unanimously.**

### ***a. Road Postings***

Bill Moore noted this posting is the same as last year and has been addressed and discussed with the Town's Road Crew. Mr. Moore advised the date of the posting can be chosen and it was decided to post the roads immediately.

**Motion** by Tracy Wyman/Ralph Ethier to post the same roads with the same limits as last year. **The motion passed unanimously.**

## **10. Consider Annual Financial Plan – Town Highways**

Seth Hopkins advised this is a statement from the Select Board about raising taxes in the amount of \$300/mile for the town's highways and it was noted that there was in excess of \$10,000 raised.

**Motion** by Tracy Wyman/Ralph Ethier to approve the annual Financial Plan for Town Highways. **The motion passed unanimously.**

## **11. Consider Vermont State Revolving Fund Loan Agreement**

Seth Hopkins advised this agreement is regarding the wastewater treatment facility. Sue Gage stated the agreement is for \$1,519,457.00 and is related to the wastewater treatment facility project. There will be much covered by the USDA grant and loan that has already been done and this is in addition to the loans, but will likely be much less than this amount. There will also be a pollution grant of \$500,000 and the Town will be applying for more ARPA State money, in addition to the Town's ARPA funding. It is likely the loan amount will be about \$300,000.

**Motion** by Tim Guiles/Tracy Wyman to approve the Vermont State Revolving Fund Loan agreement. **The motion passed unanimously.**

## **12. Fiscal**

### ***a) Warrant – February 13, 2023 - \$160,898.49***

**Motion** by Tracy Wyman/Ralph Ethier to approve the warrant in the amount of \$160,898.49. **The motion passed unanimously.**

Tim Guiles advised two meetings ago some people on zoom had requested to stay in the waiting room and be brought back at the end of the executive session and noted this would be done at the end of the executive sessions this evening.

Bernie Carr reported the Candidates Forum is scheduled for Tuesday, February 21<sup>st</sup> at the Town Hall. On February 24<sup>th</sup>, there will be an event at the Town Hall about movies that have been based in Vermont.

The Select Board recessed at 8:50PM

The Select Board reconvened at 9:13PM.

**Motion** by Tracy Wyman/Ralph Ethier to enter into executive session at 9:14PM for the appointment or employment or evaluation of a public officer or employee, to include the Town Clerk and Interim Town Manager per 1V.S.A(313)(3)(a)(3). **The motion passed unanimously.**

### **13. Executive Session**

The Select Board came out of Executive Session at 9:30PM. There were no actions required.

**Motion** by Seth Hopkins/Tim Guiles to enter into executive session at 9:31PM for the appointment or employment or evaluation of a public officer or employee, to include the Interim Town Manager per 1V.S.A(313)(3)(a)(3). **The motion passed unanimously.**

### **14. Executive Session**

The Select Board came out of Executive Session at 9:47PM. There were no actions required.

**Motion** by Tracy Wyman/Tim Guiles to enter into executive session at 9:50PM without the Select Board Chair to examine the Town Manager applications received per 1V.S.A(313)(3)(a)(3). **The motion passed unanimously.**

### **15. Executive Session**

The Select Board came out of Executive Session at 10:03PM. There were no actions required.

### **16. Adjournment**

**Motion** by Brian Coolidge/Ralph Ethier to adjourn the Select Board meeting at 10:04PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

2-27-23

Town Manager's Report:

Attended the monthly meeting construction update meeting for the Wastewater Upgrade. Everything is progressing as expected; warm weather has/had made for good progress. Scheduled summer shutdown targeted for end of April. I would propose we hold a special meeting of the select board at the site sometime in early April and again at the end of the project.

Closing date has been set for the 337 Newton Road buyout.

Our highway crew was not fooled by the spring like weather and kept the plows on the trucks which allowed them to once again keep the roads safe during the complex weather at the end of last week.

Appointments will need to be made at the annual reorganizational meeting for the SB. That listing in full will be a part of the select board packet. Elaine is dutifully checking with incumbents to determine their willingness to continue in their positions.

Rec News: Spring Baseball/Softball Registration has opened for Pre-K – 6<sup>th</sup> grades. Register by March 24<sup>th</sup> to avoid late fees. Brandon Idol's 50's 60's concert is to be held on March 11<sup>th</sup>. \$5 per person, doors open at 6:30pm. Colleen has developed partnership with My Healthy Vermont to offer a type 2 diabetes awareness prevention class at the Brandon Museum.

# **Brandon Police Department SRO (School Officer Program) for the Rutland Northeast Supervisory Union**

## **PURPOSE**

The School Resource Officer Program's principal responsibility is to preserve and protect America's two most cherished resources, its children, and our system of public education. As America's two greatest treasures, the children and the public schools are the nation's gardens and primary resource for the future. The success, or failure of the public school system is directly tied to the national security of the nation, and its role as the world's leading liberal democracy. As such, the SRO Program recognizes the serious duality of its responsibility to protect and educate our young people, while emulating a standard of justice and good will befitting American Education's core values.

## **MISSION**

The Brandon Police Department School Resource Officer Program's partnership with the Rutland Northeast Supervisory Union has an intended mission of providing a high-quality educational environment, in a community setting, where intellectual growth and development can flourish, and thrive in an atmosphere of safety and harmony, and where each and every person is valued.

## **GOALS AND OBJECTIVES**

The goal of our partnership is to provide each and every student with a safe pathway to a quality education in a safe, peaceful and caring environment. A place where he or she can realize their full potential free of violence and the tragedy it brings to a victimized school community. To this end, the SROS are the school's First Responders to all external and internal threats to the school community. The SRO's also serve as public safety advisors to the Chief of Police and the School Administration. Additionally, because the SRO'S enjoy excellent relationships with the student body they are privy to issues impacting individual adolescents, and are thus able to exercise informed decision making in the conduct of all criminal matters.

SRO'S also serve as full-time members of a school's Threat Assessment Team where their expertise in criminal intelligence gathering enhances their abilities to successfully intervene in potential threats, and mental health, and adolescent crisis's involving issues such as: school safety and security, suicide, self-harm, violence, drugs and alcohol related behaviors, and incidents.

## **Law Enforcement Role**

Police Officer/SROS shall exercise full police powers, jurisdiction, and discretion over all criminal matters occurring at the school during school hours. Parents, students, teachers, and members of the school community may report any, and all criminal matters directly to the Police Officer/SRO, or to the Brandon Police Department located at 301 Forest Dale Road in Brandon (VT). The SRO will continue to make all reasonable attempts to avoid arresting juveniles and youthful offenders and/or making referrals to the criminal justice system. However, as necessary,

# **Brandon Police Department SRO (School Officer Program) for the Rutland Northeast Supervisory Union**

the Police Officer/SRO will present criminal cases to the state's attorney's office for prosecution and/or review, when in their professional opinion such action is warranted.

# **Vermont School Resource Officer Model Selection / Training Reference Recommended Selection Process**

## **Recommended Selection Process**

It is recognized that the School Resource Officer is foremost a police officer and as such the selection of the SRO will be made by the chief law enforcement executive responsible for the officer. School officials and the police department shall agree on guidelines for the selection of officers to this position with input from other stakeholders.

- Experience as a police officer and commitment to student well-being – SROs must have a minimum of three years' experience as a patrol officer, be at least 21 years of age and have experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- An expressed commitment to fair and impartial policing (FIP) practices and an understanding of the department's policies regarding FIP.
- Successful performance – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Preference should be given for educational experience, conflict management skills, communication / active listening skills, and child and adolescent development / psychology knowledge.

The selection process should include; letter of intent, resume, panel interview, and thorough background check. These recommendations do need to consider the agencies collective bargaining obligations in making such officer sections.

## **Recommended Training Matrix**

### **Year 1 of SRO Assignment**

- National Association of School Resource Officers Basic SRO Course
- Stop the Bleed (Critical Injury Care)
- Internet Safety – Best Practices
- Behavioral Threat Assessment
- Instructor Development
- Forensic Interview of Children
- Youth Mental Health First Aid

# **Vermont School Resource Officer Model Selection / Training Reference Recommended Selection Process**

## **Year 2 to 5 of SRO Assignment**

- National Association of School Resource Officers (NASRO) Advanced SRO Course
- Team Two: Training for law enforcement and mental health crisis workers
- Suicide Prevention
- Active Shooter Protocol
- NASRO Adolescent Mental Health (Priority item for Middle/High School SRO)
- NASRO Crime Prevention Through Environmental Design (CPTED)
- District led training related to Life Space Crisis Intervention, I.E.P. Plans and Rules, Family Educational Rights and Privacy Act, and Crisis Prevention Institute.

This training matrix does not account for the Vermont Criminal Justice Training Council's Administrative Rules which require that all certified officers undergo mandatory in-service training annually. These training standards account for first aid and CPR training, fair and impartial policing, domestic violence response and investigation in addition to other professional responsibilities.

Additionally, this training matrix does not account for Districts which use the Drug Abuse Resistance Education or similar curriculum.

# Vermont School Resource Officer Memorandum of Understanding

(Preliminary Rough Draft)

This document will serve as a Memorandum of Understanding (MOU) between the Rutland Northeast Supervisory Union School District and the Brandon Police Department. This MOU establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document that police, school administrations, students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and considers input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

## I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

## II. Mission

The mission of the SRO Program is to promote school safety and meaningful community relationships by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to foster an understanding between police and those in the school environment that will allow for better future interactions. The SRO Program accomplishes this mission by supporting safe, secure, and comfortable learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as a positive role model meant to instill in students trust, good judgment, discretion, respect for other students, and a sincere concern for the school and greater community. SROs will act as a contact point to provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

## III. Goals and Objectives

- A. To ensure a safe learning environment for all children and adults who are present in the school environment.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all students and adults in the school.



- D. To create partnerships with care providers and other resources in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families, and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement/Crime Prevention
- 2) Fostering Positive School Climate
- 3) Assist in providing educational material when appropriate

**Law Enforcement Role** – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and physical arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other Vermont Law Enforcement Officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles' SROs fulfill is fostering a positive school climate through relationship-building. Officers will collaborate with school entities on activities with the intent to build a school culture of open communication and trust between the police and students/faculty/staff and school administration. Crime prevention activities include foot patrols, monitoring known problem locations, speaking to students, teachers and staff about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. SROs may also participate in security surveys analyzing the physical safety of school property and facilities.

**Education** - SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Organizational Structure**

**A. Composition:** The SRO Program will consist of a full-time Vermont Law Enforcement Officer that is an employee of the Brandon Police Department.

**B. Officer Recruitment & Selection:** It is recognized that the School Resource Officer is foremost a police officer and as such the selection of the SRO will be made by the chief law enforcement executive responsible for the officer. School officials and the police department shall agree on guidelines for the selection of officers to this position with input from other stakeholders.

SROs should meet these general criteria:

- 1) Experience as a police officer and commitment to student well-being – SROs must have a minimum of three years' experience as a patrol officer, be at least 21 years of age and have experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
  - 2) An expressed commitment to fair and impartial policing (FIP) practices and an understanding of the department's policies regarding FIP.
  - 3) Successful performance – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.
- C. **Training Requirements:** Individuals entering service as an SRO, shall attend and complete, if not already having done so, a training program through NASRO (or comparable training program) for School Resource Officer certification and will continue to update their training, when opportunities arise, to make sure that their training is up-to-date and current with juvenile and criminal justice laws and procedures.

V. Operational Procedures

- A. **Chain of Command for SROs:** The SRO will be ultimately accountable to the chain of command of the police department. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. If a directive from a school official will violate the officer's department rules, regulations, standards, or violates any law, the SRO will inform the requestor that he/she cannot comply with that request and shall refer the requestor to police and school administration.

The SRO's activity in the school is guided by the following procedures and supervision. Performance evaluation of SRO and the SRO program shall be performed by the officer's supervisor with input from school officials.

- B. **Duties:** The primary functions of the SRO include: provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. SROs should never be assigned to duties within a school as a substitute or in lieu of a certified teacher except in an exigency circumstance.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) Enforce criminal law and protect the students, staff, and public at large against criminal activity.
  - 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
  - 3) Provide information concerning questions about law enforcement topics to students and staff.
  - 4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
  - 5) Coordinate investigative procedures between police and school administrators.
  - 6) Handle initial police reports of violent or property crimes committed on campus when available.
  - 7) Take enforcement action on criminal matters or civil alcohol/drug or motor vehicle law when appropriate and after consultation with school administrators.
  - 8) Attend school special events as needed.
  - 9) Prepare lesson plans as necessary for the instruction provided.
- C. Uniform:** One of the stated goals for the SRO program is to foster a better understanding and trust between students, faculty, staff, and administration of the school district and their community's law enforcement personnel. To help accomplish this, it is recommended that the SRO perform their duties in their standard uniform. While it is understood that the SRO will develop a closer bond and connection with the school population than other officers, it is desirable that students and faculty see all law enforcement equally.
- D. Daily Schedule:** To be determined and added to this MOU. Example – The SRO will be assigned to the XX High School for 75% of their school time and the XXX Middle School for 25% of their time.
- E. Absence/ Substitution:** The police department administration shall notify the SRO's assigned school of any planned or unexpected absence by the SRO. Consideration will be made if the school administration requests a replacement officer for the length of the expected absence.
- F. Special Events:** The SRO may be asked to attend special events. These requests should be considered with modification of the SRO's schedule as possible.
- G. Role in Responding to Criminal Activity:** One of the roles of a SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion and in keeping with department policies. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:
- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. In turn, SROs will inform school administration of all criminal activity they observe or performed intervention on the school campus.

- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid a physical arrest. In collaboration with school administration, restorative justice avenues will be utilized by the SRO when appropriate. Certain offenses of a violent or disruptive nature may require immediate detention and/or arrest of the offender by the SRO but the offender will be released pursuant to Vermont Rules of Criminal Procedure as appropriate.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices.

**H. Role in School Policy Violations:** SROs are not school disciplinarians and violations of the student code of conduct or school's rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation presents an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in any manner different than other members of the faculty or staff.

**I. Data Collection:** SROs should report their activity through their department's Records Management System. Regular review of the SRO's activity should be made by the SRO's supervisor and shared with the school administration as required.

**J. Sharing of Information:** Communication and information sharing is essential to the success of the SRO program.

1. As a member of the school staff, the SRO may be exposed to confidential school information in the course of their job function. The SRO, in cooperation with the school administration, shall be educated and guided in categorizing what information is confidential according to state and federal law. Confidential information shall not be used by the SRO without consent of the school administration.
2. It is understood that the SRO is a mandated reporter of child abuse/endangerment issues as required in 33 VSA 4913.
3. Information prohibited by law from being released by law enforcement officers shall not be shared to school personnel by the SRO. This includes civil violations.
4. When an event occurs that involves both the Police Department and the School District and may necessitate a public statement, the SRO shall coordinate a joint statement by the entities.

**K. Role in Locker, Vehicle, Personal, and Other Searches:**

1. SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense and then only with a parent/guardian present unless an urgent threat to health and safety exists.

2. SROs will not ask a school employee to conduct a search for law enforcement purposes. A search performed by school personnel under their rules of conduct will not involve the SRO unless an exigent safety concern exists.
3. Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.
4. Strip searches of students by SROs are prohibited.
5. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

#### **L. Limits on Interviews and Arrests**

1. **Interviews** –SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student and his/her parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for the interview. Custodial interviews should not occur on school grounds unless an exigent circumstance exists. Victim interviews may be conducted on campus after consultation with school administration and permission of the student's parent/guardian (If such permission does not jeopardize the student's safety or well-being).

#### **2. Arrests**

- i. Only those criminal offenses that endanger personal safety that occurred on campus should result in an arrest.
- ii. If an arrest of a student or faculty/staff from an off-campus incident is necessary, the SRO and/or the arresting officers shall collaborate with building principals and school district administration to minimize disruption.
- i. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

**M. Role in Critical Incidents:** The SRO will be familiar with the emergency operations manual of the School District and assist the district in the plans development, review, and implementation. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

**L. Role in Truancy Issues:** Consistent with Vermont statutes, the SRO may act as an ex-officio truant officer. Truancy procedures should be defined separately in coordination with the school district and the county prosecutor.

### **VI. School District Responsibilities**

- A. The School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 10) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

**VII. Reviewing the MOU and SRO Program:**

- A. The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.
- B. Complaints against the SRO shall follow the normal complaint process of the Police Department and include notice to the appropriate school administrators.

**IX. PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the School District and the Chief Law Enforcement Executive or their designees.

SIGNATURE OF PARTIES & SIGNATURE DATE

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Signature

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Name, Agency, Title Date

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Signature

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Name, Agency, Title Date



## ZONING FEE SCHEDULE (revised Jan. 1, 2021)

The Town Select Board sets the schedule of Fees, which must be paid in full with the submission of the Application. The ZA will review the application BEFORE the Town Clerk deposits any Fees. **Checks, made to the Town of Brandon**, are preferred over Cash payments. If the Application is not complete or conforming to the Town Regulations, or the Fee Payment is incorrect, the Application & Payment will usually be held until the ZA has had an opportunity to communicate with the Applicant. Once the ZA deems an application complete, and the Application is processed, it may not be withdrawn without forfeiture of all Fees.

**Zoning Fees may be doubled for starting a project without an EFFECTIVE APPROVED Permit; &/or result in a Violation**

**REQUIRED RECORDING FEES:** These are In Addition to the Zoning Fees; may be paid with same check.

<b>Memorandum of Municipal Actions</b> (usually one page), VT WW permits, etc.	\$15.00 per page
<b>Survey Mylars</b>	\$25.00 per sheet

**LAND USE (ZONING) APPLICATION FEES** (not including recording fee)

<b>Subdivisions:</b> 0 – 3 parcels involved	\$ 60.00 per Lot
4+ parcels involved	85.00 per Lot
<b>Boundary Line Adjustments:</b>	\$135.00

**Construction, alteration, reconstruction, relocation, conversion, structural enlargement:**

For Commercial applications	\$95.00
For New Residential construction (includes attached decks, porches, garage; If included on same application)	\$85.00
For Residential Additions to a structure	53.00

**Mining, excavation operations, earthen material removal in excess of 14 cu. yds.** \$85.00

**Home Occupations** (per BLUO Section 405) \$53.00

**Swim Pools;** private (per BLUO Section 406): only required for in-ground pools, includes fence. \$33.00

**Fences:** permit required if height is over 73 inches above grade. (per BLUO Section 402) \$53.00

**Accessory Structures:** permit required if over 80 sq. ft. (per Definition & BLUO Section 402) \$53.00

**Substantial Change to Nature or Intensity of current Structure or Land's Use** \$53.00

**Interior Renovations to residential structure to increases number of bedrooms or dwelling Units:** \$53.00

**Interior Renovations to non-residential primary structure(s), done in contemplation of a change to nature or intensity of Use:** \$53.00

**Razing a Structure** in Central Business District OR structure(s) over 500 sq. ft. in other districts \$43.00

**Signs** (per BLUO Section 407); fee includes up to 1 each of 5 types of signs IF on same application \$53.00

**Development in Special Flood Hazard Areas:** (per BLUO Article VIII) \$53.00

**ZA Certificate of Occupancy for projects in SFHA** \$53.00

**DEVELOPMENT REVIEW BOARD (DRB) HEARINGS:** Appeals (fee refundable if Appeal granted),  
Variances, Conditional Uses, Waivers, Act 250 local reviews. \$235.00

**ZA Review for Zoning Compliance:**

**Option 1:** An emailed request to the ZA to research any known Notice of Violations for a specific property  
Will be addressed (usually within two weeks) by researching any records readily available within the Town Office  
records, and a reply emailed. This minimal research is not to be considered a formal ZA Opinion. There is no fee. \$0.00

**Option 2:** A request for a formal **ZA Review Letter** needs to be submitted in writing, **Residential - \$ 50.00**  
detail any specific issues of concern, & include Fee payment. This level of ZA (max. 2 hours) **Commercial - \$100.00**  
research will include an exterior Site Inspection. The request letter should include  
granting the ZA permission to enter exterior of subject property, and the contact information for any  
Occupants. Additional review time required or requested shall be invoiced for cost to the Town.

Form PVR-4155

CERTIFICATE - NO APPEAL OR SUIT PENDING

We hereby certify that on this date there are not any appeals pending from action of the Listers nor suits pending to recover taxes paid under protest relating to the April 1, 2022 grand list of BRANDON, Vermont.

Given under our hands at BRANDON in the County of RUTLAND, State of Vermont, this 14th day of FEBRUARY, 2023

Listers

Selectboard

VERLON VIMPA  
ASSESSOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attested this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, Town Clerk

Attach to final grand list lodged with the town clerk.

32 V.S.A. § 4155. Certificate and attestation - No appeal or suit pending

When no statutory appeal as provided by law from the appraisal of the listers and no suit to recover taxes paid under protest is pending on the first Tuesday of February following such lodgment, the selectboard and listers of a town or the mayor and assessors of a city shall endorse a certificate to that effect upon the grand list and the same shall be attested by the town or city clerk with the date of such attestation.

32 V.S.A. § 4156. After appeal and suit determined

When any such appeal or suit is then pending, such certificate shall be made as soon as such appeal or suit has been finally determined.

32 V.S.A. § 4157. Effect of such certificate

From the date of endorsing such certificate upon the grand list as aforesaid to the effect that no such appeal or suit is pending, when offered in evidence in any court in this state, such list shall be received as a legal grand list of such town or city and its validity shall not be put in issue by any party to any action in any hearing or trial in any court.



CLEAN WATER STATE REVOLVING FUND (CWSRF)  
DRINKING WATER STATE REVOLVING FUND (DWSRF)

## Appointment of Alternative Authorized Representative



Loan Number (WPL/RF3/RF1) ALL

The Select Board, as legislative body of the applicant, hereby authorized Bill Moore to act as an alternative authorized representative of the applicant for the purpose of furnishing to the State of Vermont such information, data and documents pertaining to the above noted project as may be required and otherwise to act as the authorized representative of the applicant in connection with the project.

This is a/an change in authorized representative. If change in authorized representative, they are replacing David Atherton.

Updated contact information:

Name: Bill Moore

Mailing Address: 49 Center Street, Brandon VT 05733

Email: [manager@townofbrandon.com](mailto:manager@townofbrandon.com)

Phone number: (802) 247-3635 X210

Signed by the majority of the legislative body.

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Date: 2/27/2023

## McConnell Road Replacement Culvert Engineering

Highway Foreman Shawn Erickson has identified a deficient twin-culvert on McConnell Road that is in need of replacement, based upon a hydraulic study completed by Vtrans in 2020. East Engineering has submitted a proposal for design engineering that would need to be approved by the select board. Funding for the \$10,000 in engineering costs could be funded using Local Option Tax funds; this type of expenditure fits within the policy set by the select board to support infrastructure. Signing this will also allow for us to apply for a 2024 Vtrans Municipal Highway Structures grant to fund the construction.



May 18, 2022

Town of Brandon  
Attn: Shawn Erickson, Highway Foreman

RE: Short Form Engineering Proposal-Agreement  
Replacement Culvert on McConnell Road (TH8)

### **Project Understanding**

The Town of Brandon has an existing twin-culvert on McConnell Road that conveys an unnamed tributary to Jones Brook. The twin-culverts are in poor condition and are in need of replacement. A hydraulic study has been previously completed by VTrans (2020) and recommends an 8'-span replacement. Also, to reduce construction costs and environmental impacts to the tributary, it is assumed that McConnell Road can be closed during construction (with a signed detour around the closure) – no temporary bypass road design is required.

### **Scope of Services**

The services outlined below are based on experience on similar municipal infrastructure projects and knowledge of the State/Federal permitting process.

#### **1. Design**

- a. Site survey – East Engineering will verify a topographic survey (previously completed by Camp Precast) of the project area in order to complete the engineering plans required. The base map will include relevant site features including roads/drives, bridge/culvert limits, trees, guardrails, limits of the stream, and detail to generate a topographic map with 1' contours. Temporary control benchmarks have already been set for use during construction.
- b. Hydraulic Study – Based on the survey and field collected information, the VTrans Hydraulic study will be verified.
- c. 60% Design (Preliminary) – Using information from the Hydraulic Study, and Site Survey, East Engineering will complete a 60% design (plans and bid documents). Plans will include existing conditions, structure replacement profiles and sections, road reconstruction limits, traffic control measures, roadway sections, earthwork and rip-rap requirements and environmental details. Based on the 60% plans, necessary project permits will be evaluated, and the permitting process will begin (see Scope Item 2 for further detail). The 60% plans will be reviewed with the Town prior to proceeding to the next design phase.



- d. 100% Design (Bid/Construction Ready) – Plans and specifications will be refined based on Town and Regulator feedback on the 60% design documents.
2. Permitting – Based on the available information, on-line mapping, and knowledge of the site, it is anticipated that the following permits will likely be required:
    - a. Vermont Agency of Natural Resources (ANR) – Stream Alteration
    - b. Army Corps of Engineers (ACOE) – Preconstruction Notification (PCN), formerly known as a “Category II”. ACOE has jurisdiction over all waterways in the State of Vermont.
    - c. Because the proposed improvements are in the same location as the existing culvert, and the area has been previously disturbed/excavated, it is assumed that archaeological and/or historic preservation investigations are not needed and are not included in this proposal. For reference, archaeology/historic preservation requirements are typically reviewed by both VTrans personnel (as part of their Structures Grant process) and Army Corps of Engineers (as part of their overall permitting process).

East Engineering will further evaluate the potential permits described above during the design process. We will work with regulators and the Town to complete necessary permit applications, provide supporting documentation, and conduct site visits with regulatory personnel (if requested). As the applicant, the Town will sign all permitting applications and pay applicable permitting fees. If additional permits are identified once the design progresses, East Engineering will notify the Town.

3. Right-of-Way/Easement Assistance - Given the size of the replacement structure and expected measures to reconstruct the road approach embankments/wingwalls, work outside of the Town right-of-way (3-rod) is likely required. It is assumed the Town’s attorney will draft easements for work on private property. The Town will lead landowner discussions/negotiations, with technical assistance from East Engineering as needed.
4. Bid & Construction Phase Engineering – Not included in this proposal, but can be added at a later date if requested by the Town.

### **Project Schedule**

East Engineering will begin immediately upon authorization of this proposal. It is expected that the design and permit applications can be prepared within 30 days of the execution of this agreement. The schedule for bid and construction will be based on



permitting approval timing, easement procurement, and precast lead time, all of which are unknown at this time.

### Cost Proposal

East Engineering will provide an invoice to the Town once the permit applications are submitted.

Engineering Scope Item	Fee	Basis
1 & 2 – Design & Permitting	\$10,000	Lump Sum
3 – Right of Way / Easements	\$125/hr	If assistance is needed/requested by the Town, their attorney, or the landowner.
4 – Bid and Construction Phase	Not Included	Not included at this time, but can be added if requested by the Town.

### Authorization

Thank you for the opportunity to submit this proposal. If the contents of this document and the attached standard terms and conditions meet your approval, please sign below and return a copy to East Engineering.

Please let me know if there are any questions or you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Tyler Billingsley".

Tyler Billingsley, P.E.  
Engineer / Owner

### TOWN AUTHORIZATION TO PROCEED:

Signature & Date: \_\_\_\_\_

Attached: East Engineering Standard Terms and Conditions  
CC: Mark Pfenning, Camp Precast

## Professional Services Terms and Conditions

**Governing Law:** The CLIENT and EAST ENGINEERING, PLC agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Vermont.

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay EAST ENGINEERING, PLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Jobsite Safety:** Neither the professional activities of EAST ENGINEERING, PLC, nor the presence of EAST ENGINEERING, PLC or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. EAST ENGINEERING, PLC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, EAST ENGINEERING, PLC, and EAST ENGINEERING, PLC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Subconsultants:** EAST ENGINEERING, PLC may use the services of subconsultants when, in EAST ENGINEERING, PLC's sole opinion; it is appropriate and customary to do so.

**Buried Utilities:** EAST ENGINEERING, PLC and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by EAST ENGINEERING, PLC or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which EAST ENGINEERING, PLC relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against EAST ENGINEERING, PLC and anyone for whom EAST ENGINEERING, PLC may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by EAST ENGINEERING, PLC.

**Construction Observation:** The CLIENT hereby retains EAST ENGINEERING, PLC to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and EAST ENGINEERING, PLC, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EAST ENGINEERING, PLC to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

**Billings/Payments:** Invoices will be submitted monthly by EAST ENGINEERING, PLC, in EAST ENGINEERING, PLC's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and EAST ENGINEERING, PLC, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and EAST ENGINEERING, PLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 5% per month or \$250 per month, whichever is greater, on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay EAST ENGINEERING, PLC's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to EAST ENGINEERING, PLC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by EAST ENGINEERING, PLC. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. EAST ENGINEERING, PLC may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If EAST ENGINEERING, PLC has reason to believe that such a condition may exist, EAST ENGINEERING, PLC shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) EAST ENGINEERING, PLC has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and EAST ENGINEERING, PLC shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, EAST ENGINEERING, PLC shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

**Defects in Service:** The CLIENT shall promptly report to EAST ENGINEERING, PLC any defects or suspected defects in EAST ENGINEERING, PLC's services of which the CLIENT becomes aware, so that EAST ENGINEERING, PLC may take measures to

minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify EAST ENGINEERING, PLC shall relieve EAST ENGINEERING, PLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Indemnifications:** EAST ENGINEERING, PLC and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Risk Allocation:** To the maximum extent permitted by law, EAST ENGINEERING, PLC's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or EAST ENGINEERING, PLC's fee, whichever is the lesser amount. Such causes include, but are not limited to, EAST ENGINEERING, PLC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or EAST ENGINEERING, PLC, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and EAST ENGINEERING, PLC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Ownership of Documents:** All documents produced by EAST ENGINEERING, PLC under this Agreement shall remain the property of EAST ENGINEERING, PLC and will not be used by the CLIENT for any other endeavor without the consent of EAST ENGINEERING, PLC. CLIENT agrees to indemnify and hold harmless EAST ENGINEERING, PLC from any claims that arise due to the reuse, or misuse of the work documents.

**Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and EAST ENGINEERING, PLC does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of EAST ENGINEERING, PLC. Therefore, the CLIENT agrees to release EAST ENGINEERING, PLC from any liability arising from the construction, use, or result of such changes.

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and EAST ENGINEERING, PLC. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and EAST ENGINEERING, PLC.

**Delays:** EAST ENGINEERING, PLC is not responsible for delays caused by factors beyond EAST ENGINEERING, PLC's reasonable control. When such delays beyond EAST ENGINEERING, PLC's reasonable control occur, the CLIENT agrees EAST ENGINEERING, PLC is not responsible for damages, nor shall EAST ENGINEERING, PLC be deemed to be in default of this Agreement.

**Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**Timeliness:** EAST ENGINEERING, PLC will perform its services with due and reasonable diligence consistent with sound professional practices.

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

*TOWN OF BRANDON*

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICY

**PURPOSE.** The purpose of this Accounting, Auditing and Financial Reporting Policy is to establish and maintain high standards for accounting practices in the Town of Brandon, thereby enabling voters, the selectboard, and the treasurer to make sound decisions in preparing and adopting the Town budget and managing Town finances.

**ACCOUNTING.** The accounting practices of the Town will conform to Generally Accepted Accounting Principles for local governments as established by the Governmental Accounting Standards Board. The treasurer will establish and maintain a system of fund accounting and shall measure financial position and results of operations using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary and fiduciary funds.

**AUDITING.** Annually the selectboard will cause the Town financial statements to be audited by a qualified, properly licensed independent accounting firm.

**QUARTERLY, PERIODIC AND ANNUAL FINANCIAL REPORTING.** The treasurer will prepare quarterly financial reports for the selectboard’s management purposes. These will consist of:

Budget Report showing revenues collected and appropriations expended year to date with the variance from the budget amounts for each line item for each fund; and

Balance Sheet showing Town assets less liabilities and the fund balance for each fund.

The treasurer will also prepare an annual financial report. This report should include financial statements for each of the funds of the Town, as well as appropriate additional disclosures as necessary for the complete understanding of the financial statements presented. In addition, the report should include a narrative discussion to explain how the Town’s current financial position and results of financial activities compare with those of the prior year and with budgeted amounts. These reports, together with the most recent independent auditor’s report will be reproduced in the Town’s annual report each year.

The foregoing Policy is hereby adopted by the selectboard and the treasurer of the Town of Brandon, Vermont, this 23rd day of January, 2023, and is effective as of this date until amended or repealed.

**SIGNATURES.**

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Selectboard Chair

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Treasurer

Selectboard Members:

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## TOWN OF BRANDON

### CASH RECEIPTS, PETTY CASH, AND RETURNED CHECK POLICY

**PURPOSE.** The purpose of this Cash Receipts Policy is to establish proper management practices over cash, checks, and other receipts in order to instill public confidence in Town operations and to provide accurate, reliable, and timely information upon which financial decisions can be made.

**AUTHORIZED PERSONNEL.** For internal control purposes, only the following officers, employees, and volunteers are authorized to receive funds on behalf of the Town of Brandon: treasurer, assistant treasurer, town clerk, assistant town clerk, collector of delinquent taxes, bookkeeper, administrative assistant, town manager, trustees of public funds, recreation director, zoning administrator and Brandon Fire District #1 personnel.

**PROPER PAYEE.** All checks, money orders, and credit card payments, regardless of function, must be made payable to the Town of Brandon. No instruments may be made payable to a Town officer, employee, volunteer, department, committee, board, or group.

**RECEIPTS.** Persons authorized to receive funds on behalf of the Town must issue a fully completed collection receipt for any cash received using a three-part, pre-numbered receipt system. The original completed receipt must be issued to the person from whom the funds are received. The second copy must be delivered to the treasurer with the funds. The third copy must be retained by the person authorized to receive funds for audit purposes, and it shall be countersigned by the treasurer when funds are deposited with the treasurer.

**CASH RECEIPTS.** Cash payments must be recorded in the Cash Receipt book and a receipt given to the payer as well as a receipt printed for the Town. The Cash Receipt book must be a two-part book, allowing for a receipt to the payer and a copy to stay in the book.

**SAFEGUARDING FUNDS.** Safeguarding funds prior to deposit with the treasurer is the responsibility of authorized personnel receiving the funds. All coins, currency, checks, credit card information, and money orders must be retained in a secure place until deposited with the treasurer in accordance with the section below.

**PREPARING AND DEPOSITING FUNDS.** Funds collected by authorized personnel must be deposited with the treasurer when deposits are received. The general ledger must be updated with direct deposits as they occur. Checks, cash and credit card deposits are recorded as they occur in NEMRC cash receipts module.

The treasurer or assistant treasurer will count and verify the amount deposited. The treasurer or assistant treasurer will take the deposits to the bank as deposits are reconciled and retain copies of all deposit statements issued by the bank.

**PETTY CASH.** No officer, employee, volunteer, department, committee, board, or group may establish a petty cash system without consent from the selectboard and the treasurer. The selectboard will appoint an officer, employee, or volunteer to be custodian for each petty cash account. A base petty cash amount must be

determined by the treasurer. A lockable cash box will be used to store petty cash and must be locked at all times. The key will be kept in a secure location. Only the petty cash custodian and the treasurer will have access to the locked petty cash box and key.

Funds used must be written on a ledger located in the petty cash box, and all receipts must be returned to the petty cash box. Payments out of petty cash will be made only when a valid receipt is presented. Should prepayments out of petty cash be necessary, a memo in the ledger explaining the purpose of the prepayment must be signed by the custodian and all returned change and receipts must be returned to the petty cash box.

At all times the total of receipts added to the cash remaining in the petty cash box must equal the predetermined petty cash amount. Under no circumstance will personal funds be used to compensate shortages. All shortages must be brought to the attention of the treasurer immediately upon discovery.

**RETURNED CHECKS.** A returned check or credit card payment will be recorded in the accounting system against the revenue in which it was originally posted if not replaced. First-time returned checks will be re-deposited. Upon second receipt of a returned check and initial return of credit card payment, the treasurer or department head will notify the payer and inform him or her that his or her check or credit card did not clear. The town does not charge a returned fee unless the town is assessed a fee. The town will require payment of any fees incurred. Thereafter, full payment must be in the form of cash, money order, or bank certified check.

The foregoing Policy is hereby adopted by the selectboard and the treasurer of the Town of Brandon, Vermont, this 23rd day of January 2023, and is effective as of this date until amended or repealed.

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Treasurer

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Chairperson

Selectboard

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## TOWN OF BRANDON

### INVESTMENT POLICY

**PURPOSE.** In accordance with 24 V.S.A. § 1571(b), moneys received by the treasurer on behalf of the Town of Brandon may be invested and reinvested by the treasurer with the approval of the selectboard. The purpose of this Investment Policy is to establish the investment objectives, standards of investing prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the proper management and investment of the funds of the Town of Brandon.

This Policy does not apply to trust funds held by the Town of Brandon. These trust funds are managed under a separate investment policy for trust assets, adopted by the Brandon Trustees of Public Funds in accordance with 24 V.S.A. § 2432. It does not apply to bond fund investments made in accordance with applicable bond debenture requirements.

**OBJECTIVES.** The primary objectives in priority order of investment of the funds of the Town of Brandon shall be safety, liquidity, yield, and local investment:

**Safety.** Safety of principal shall be the foremost objective of Town funds. Investments will be undertaken to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk (the risk of loss due to the failure of the security) and interest rate risk (the risk that the market value of securities in the portfolio will fall due to changes in market interest rates). Credit risk will be minimized by diversifying the Town's investment portfolio so that the impact of potential losses from any one type of investment will be minimized. Interest rate risk will be minimized by investing operating funds primarily in shorter term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the Town's investment portfolio.

**Liquidity.** The Town's investment portfolio will remain sufficiently liquid to meet all reasonably anticipated operating requirements. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. The portfolio will consist primarily of securities with active secondary or resale markets. A portion of the portfolio may be placed in money market mutual funds or certificates of deposit (CDs) to ensure liquidity for short-term funds.

**Yield.** The investment portfolio will be designed to attain a market rate of return throughout budget and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments will be limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed.

**Local Investment.** Where possible, funds may be invested for the betterment of the local economy. The Town may accept a proposal from an eligible institution that provides for a reduced rate of interest, provided that such institution documents the use of deposited funds for community development projects. Local investment is of tertiary importance compared to the safety, liquidity, and yield objectives described above.

**POOLING.** Except where prohibited by law, cash and reserve balances from all funds will be consolidated to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to various funds based on their respective participation and in accordance with generally accepted accounting principles.

**STANDARD OF CARE.** The standard of care to be used by the treasurer and selectboard shall be the prudent person standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**CONFLICTS OF INTEREST.** The selectboard and the treasurer shall refrain from personal business activity that could conflict with the proper execution and management of the Town's investments or that could impair their ability to make impartial decisions. They shall disclose any material interests in financial institutions with which the Town conducts business, and further disclose any personal financial or investment positions that could be related to the performance of the Town's investments. Selectboard members and the treasurer shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

**INTERNAL CONTROLS.** The selectboard and treasurer will establish a system of internal controls, which shall be documented in writing to prevent the loss of invested funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Town.

**AUTHORIZED INVESTMENTS AND INSTITUTIONS.** Public deposits shall only be made in qualified public depositories as established by Vermont law. All financial institutions and broker/dealers who desire to become qualified for investment transactions with the Town must supply the following as appropriate:

1. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
2. Proof of National Association of Securities Dealers (NASD) certification;
3. Proof of state registration;
4. Certification of having read and understood and agreeing to comply with the Town's investment policy; and
5. Evidence of adequate insurance coverage.

The treasurer will conduct an annual review of the financial condition and registration of all qualified financial institutions and broker/dealers.

The following investments will be permitted under this policy:

1. U.S. Treasury obligations which carry the full faith and credit guarantee of the United States Government and are considered to be the most secure instruments available;
2. U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value;
3. Certificates of deposit and other evidences of deposit at financial institutions;
4. Bankers acceptances;
5. Commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, D-1 or higher) by a nationally recognized rating agency;
6. Investment grade obligations of state and local governments and public authorities;
7. Repurchase agreements whose underlying purchased securities consist of the aforementioned instruments;
8. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
9. Local government investment pools, either state-administered or developed through joint powers statutes, and other intergovernmental agreement legislation.

**COLLATERALIZATION.** Collateralization using obligations fully guaranteed by the full faith and credit of a Vermont municipality, the State of Vermont, and/or the United States Government will be required on certificates of deposit and repurchase agreements. The current market value of the applicable collateral will at all times be no less than 102% of the sum of principal plus accrued interest of the certificates of deposit or the repurchase agreement secured by the collateral. Collateral will always be held by an independent party, in the Town's name, with whom the Town has a current custodial agreement. Evidence of ownership must be supplied to, and retained by, the Town.

**SAFEKEEPING AND CUSTODY.** All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by an independent third-party custodian selected by the treasurer as evidenced by safekeeping receipts in the Town's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

**REPORTING.** The treasurer will prepare a quarterly investment report that analyzes the status of the current investment portfolio and the individual transactions executed over the last quarter. The report will include a listing of individual securities held at the end of the reporting period, realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over a one-year duration that are not intended to be held until maturity, average weighted yield to maturity of portfolio on investments as compared to applicable

benchmarks, listing of investment by maturity date, and percentage of the total portfolio which each type of investment represents.

The foregoing Policy is hereby adopted by the selectboard and the treasurer of the Town of Brandon, Vermont, this 23rd day of January, 2023 and is effective as of this date until amended or repealed.

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Treasurer

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Chairperson

Selectboard Members:

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02/24/23  
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TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63628 Current Prior Next FY Invoices  
All Invoices For Check Act 01(10 General Fund) 02/27/23 To 02/27/23

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Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301143	02/15/23	portable air lift jacks K12201572401	10-5-15-41110 New Equipment-Misc. Tools	1999.98	52069	02/27/23
310590	02/23/23	windows 2-22-23 7213	10-5-22-43100 Town Office	60.00	52070	02/27/23
100605	01/25/23	WWTF BAN- int. pymt 5929-FEB 23	40-5-20-60100 Int on BAN & GAN notes	2357.42	52068	02/24/23
311015	02/09/23	shirts 107599	10-5-14-10320 Clothing Allowance	186.00	52071	02/27/23
311015	02/09/23	motorcycle wings 107803	10-5-14-10320 Clothing Allowance	32.00	52071	02/27/23
300086	02/22/23	officiating 02/22/23	10-5-18-40050 Youth Basketball	110.00	52072	02/27/23
100190	02/18/23	sweatshirts-DS 100190	10-5-15-10320 Clothing Allowance	184.97	52073	02/27/23
100245	02/23/23	appropriation FEB 2023	10-5-25-70140 Chamber of Commerce	250.00	52074	02/27/23
100305	02/23/23	appropriation FEB 2023	10-5-25-70130 Brandon Rescue Squad	20645.00	52075	02/27/23
100255	02/23/23	feb portion of payments 2-23-23	90-5-15-90600 Paid To BFD No 1	37289.53	52076	02/27/23
100255	02/23/23	appropriation FEB 2023	10-2-00-02136 Fire District Payable	81137.50	52076	02/27/23
310699	03/01/23	monthly solar electric 194 B	10-5-22-42130 Bldgs & Grounds Electric	2365.00	52077	02/27/23
310699	03/01/23	monthly solar electric 194 B	20-5-55-42130 Electric	1935.00	52077	02/27/23
100625	02/23/23	appropriation FEB 2023	10-5-25-70110 BIDCC -4th of July Com.	1750.00	52078	02/27/23
100280	02/15/23	cap screws 971991/3	10-5-22-43080 Highway Bldg Maint	53.50	52079	02/27/23
100280	02/21/23	wheelbarrow 972635/3	20-5-55-43160 Maint. Supplies - General	159.99	52079	02/27/23
200218	01/25/23	Rec ads 136586	10-5-18-10330 Advertising/Recruitment	335.00	52080	02/27/23
300967	02/09/23	water @ Estabrook EST 02/09/23	10-5-22-42120 Bldgs & Grounds Water Fee	69.81	52081	02/27/23
300967	02/09/23	water @ Police Dept PD 02/09/23	10-5-22-42120 Bldgs & Grounds Water Fee	79.05	52081	02/27/23
300967	02/09/23	water @ Town Hall TH 02/09/23	10-5-22-42120 Bldgs & Grounds Water Fee	79.69	52081	02/27/23
300967	02/09/23	water @ Town Office TO 02/09/23	10-5-22-42120 Bldgs & Grounds Water Fee	97.76	52081	02/27/23
300967	02/09/23	water @ Wastewater WW 02/09/23	20-5-55-42120 Water	1445.60	52081	02/27/23
100462	02/01/23	January sludge trucking 2814660	20-5-55-50170 Trucking	1963.50	52082	02/27/23
301071	12/13/22	Real Rutland Feud Team 1854	10-5-21-75000 Economic Development	1500.00	52083	02/27/23
301503	02/08/23	diesel fuel 533592	10-5-15-41130 Fuel - Vehicles HW	475.93	52084	02/27/23

All Invoices For Check Acct 01(10 General Fund) 02/27/23 To 02/27/23

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301503	02/10/23	heating fuel @ HWY 533611	10-5-22-42110 Heating Fuel	952.52	52084	02/27/23
301503	02/10/23	heating fuel @ Town Hall 533617	10-5-22-42110 Heating Fuel	490.32	52084	02/27/23
301503	02/15/23	diesel fuel 534468	10-5-15-41130 Fuel - Vehicles HW	593.08	52084	02/27/23
100411	02/17/23	gas-Chevy trk 2/17/23	20-5-55-41130 Fuel - Vehicles	66.76	52085	02/27/23
310097	02/02/23	service: 02/09 - 03/08 EST 02/02/23	10-5-18-42100 Recreation Telephone	111.34	52086	02/27/23
310097	02/09/23	service: 02/16 - 03/15 TH 02/09/23	10-5-10-42100 Telephone Exp. Admin.	95.04	52087	02/27/23
310037	02/13/23	service: Jan 06 to Feb 05 HWY 02/06/23	10-5-15-42100 HW Telephone	128.40	52088	02/27/23
310037	02/06/23	service: Jan 06 to Feb 05 PD 02/06/23	10-5-14-42100 PD Telephone Service	51.06	52088	02/27/23
311169	02/22/23	officiating 02/22/23	10-5-18-40050 Youth Basketball	110.00	52089	02/27/23
301505	02/13/23	console - EQ5 474576-B	10-5-14-41110 New Equipment - Vehicles	603.34	52090	02/27/23
300466	01/19/23	sewer repair: Pitner 77703	20-5-55-20240 Contractors	1925.00	52091	02/27/23
100494	02/10/23	testing 437743	20-5-55-22120 Testing	270.00	52092	02/27/23
100494	02/15/23	testing 438121	20-5-55-22120 Testing	95.00	52092	02/27/23
300187	02/11/23	3/4 minus, plant mix 232914	10-5-15-46140 Gravel	1690.69	52093	02/27/23
311172	02/24/23	refund of damage deposit A-345	10-2-00-02710 Deposits Payable	300.00	52094	02/27/23
310426	02/06/23	propane @ Town Offices 162593	10-5-22-42100 Heating - Propane	384.75	52095	02/27/23
310426	02/13/23	propane - WW chem bldg 164353	20-5-55-42110 LP Gas - Bldgs	185.61	52095	02/27/23
310426	02/13/23	propane @ Town Hall 164354	10-5-22-42100 Heating - Propane	308.51	52095	02/27/23
310426	02/13/23	propane WW supply garage 164392	20-5-55-42110 LP Gas - Bldgs	200.11	52095	02/27/23
310426	02/13/23	propane WW small garage 164393	20-5-55-42110 LP Gas - Bldgs	225.40	52095	02/27/23
311128	02/09/23	strobe, adapter plug 194288	10-5-15-41160 HW Maint. Supplies-Vehicl	124.67	52096	02/27/23
311128	02/13/23	strobe 194403	10-5-15-41160 HW Maint. Supplies-Vehicl	267.12	52096	02/27/23
310233	02/03/23	7 Conant Sq - lighting 02/23 047828	10-5-22-42130 Bldgs & Grounds Electric	39.33	52097	02/27/23
310233	02/07/23	Newton Rd - pump station 02/23 089202	20-5-55-42130 Electric	1006.81	52097	02/27/23
310233	02/06/23	Central Park, lights 02/23 170028	10-5-22-42130 Bldgs & Grounds Electric	717.97	52097	02/27/23



02/24/23  
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TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63628 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 02/27/23 To 02/27/23

Page 3 of 5  
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310233	02/06/23	Estabrook Park 02/23 240302	10-5-22-42130 Bldgs & Grounds Electric	31.45	52097	02/27/23
310233	02/07/23	WWTP 02/23 260302	20-5-55-42130 Electric	3231.55	52097	02/27/23
310233	02/06/23	Carver St pump station 02/23 290502	20-5-55-42130 Electric	49.58	52097	02/27/23
310233	02/06/23	Green Park 02/23 317702	10-5-22-42130 Bldgs & Grounds Electric	23.61	52097	02/27/23
310233	02/07/23	Highway Garage 02/23 337202	10-5-22-42130 Bldgs & Grounds Electric	216.60	52097	02/27/23
310233	02/06/23	Country Club pump station 02/23 338602	20-5-55-42130 Electric	28.42	52097	02/27/23
310233	02/03/23	Conant Sq car chargers 02/23 339840	10-5-22-42500 Electric EV Car Stations	73.20	52097	02/27/23
310233	02/07/23	Town Hall 02/23 451302	10-5-22-42130 Bldgs & Grounds Electric	1201.64	52097	02/27/23
310233	02/06/23	Brookdale pump station 02/23 467702	20-5-55-42130 Electric	35.36	52097	02/27/23
310233	02/03/23	Crescent Park 02/23 737937	10-5-22-42130 Bldgs & Grounds Electric	118.26	52097	02/27/23
310233	02/07/23	Police Station 02/23 822212	10-5-22-42130 Bldgs & Grounds Electric	218.03	52097	02/27/23
310233	02/06/23	street lights 02/23 851302	10-5-22-42130 Bldgs & Grounds Electric	3193.98	52097	02/27/23
310233	02/06/23	WWTP security light 02/23 860302	20-5-55-42130 Electric	28.42	52097	02/27/23
310233	02/07/23	Champlain St pump station 02/23 867202	20-5-55-42130 Electric	743.93	52097	02/27/23
310233	02/07/23	Town Offices 02/23 941302	10-5-22-42130 Bldgs & Grounds Electric	554.66	52097	02/27/23
310835	02/18/23	repair of Colt 9928-25	10-5-14-30120 Professional Supplies	40.00	52099	02/27/23
100810	02/17/23	imprinted folders 55619	10-5-14-30110 Office Supplies	214.50	52100	02/27/23
200256	02/14/23	Mail ballots 99151	10-5-13-20010 Elections	6374.04	52064	02/15/23
310566	02/22/23	officiating 02/22/23	10-5-18-40050 Youth Basketball	220.00	52101	02/27/23
100574	01/24/23	angle 272852	10-5-15-41160 HW Maint. Supplies-Vehicl	34.60	52102	02/27/23
310679	01/04/23	annual software fee 032162678	10-5-18-20210 Registration Software	3295.00	52103	02/27/23
310796	04/01/23	lease: 03/01/23-03/31/23 79057925	10-5-10-30130 Service Contracts	102.00	52104	02/27/23
310795	02/16/23	service contract copiers IN531809	10-5-10-30130 Service Contracts	127.79	52105	02/27/23
310795	02/20/23	service contract printers IN532146	10-5-10-30130 Service Contracts	130.00	52105	02/27/23
100788	02/08/23	Lisa- Dec 9th, 15th, 16th 52164	10-5-11-22140 Property Assessor	712.50	52106	02/27/23

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01:01 pm

TOWN OF BRANDON Accounts Payable  
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Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
100788	02/22/23	NEW ENGLAND MUNICIPAL RES Lisa- Jan 24th 52247	10-5-11-22140 Property Assessor	570.00	52106	02/27/23
311081	02/23/23	OTTER CREEK WATERSHED INS appropriation FEB 2023	10-5-17-71800 Mosquito Control	10122.75	52107	02/27/23
310617	02/23/23	OTTER VALLEY UNIFIED UNIO school portion of taxes FEB 2023	10-2-00-02137 Property Tax School Share	1048616.16	52108	02/27/23
310684	02/14/23	PAUL GAMBA PHOTOGRAPHY team photos 2142023	10-5-18-40060 Brandon Ski Club	61.00	52109	02/27/23
311170	02/17/23	PERKINS ELECTRICAL SOLUTI rewire CC pump station 2262	20-5-55-51230 Outside Equip. - Pump St.	8712.65	52110	02/27/23
310736	02/24/23	POCKETTE PEST CONTROL pest control: storage 26245	10-5-18-20500 Storage Unit Supply/Maint	50.00	52111	02/27/23
310736	02/24/23	POCKETTE PEST CONTROL pest control: Police Dept 26247	10-5-22-43090 PD Bldg Maint.	65.00	52111	02/27/23
100828	02/14/23	QUICKPRINT OF RUTLAND Town Report-printing 72903	10-5-10-30511 Town Report	6074.50	52112	02/27/23
100491	02/13/23	RUTLAND HERALD Town Manager ad 124161	10-5-10-30310 Legal Advertising	434.28	52113	02/27/23
100491	02/20/23	RUTLAND HERALD DRB notice 124510	10-5-12-30310 Legal Advertising	127.60	52113	02/27/23
100493	01/18/23	RUTLAND REGIONAL PLANNING Local Hazard Mitig. Plan 4398	56-5-15-10100 Local Hazard MP Grant	6426.47	52114	02/27/23
311171	02/08/23	SEVEN DAYS Town Manager ad 227926	10-5-10-30310 Legal Advertising	549.00	52115	02/27/23
310099	02/23/23	STEPHEN A DOUGLAS BIRTHPL appropriation FEB 2023	10-5-25-70430 Stephen A. Douglas Inc.	1250.00	52116	02/27/23
311168	02/21/23	STOCKLEDGER, ERIKA 389 Newton-Tenant Asst/ 2/21/23	56-5-06-20200 Newton Rd Flood-Legal	14051.96	52066	02/21/23
		Rental Asst & Moving Exp				
301079	02/15/23	THE MEMPHREMAGOG PRESS IN Town Report layout 56595	10-5-10-30511 Town Report	1150.00	52117	02/27/23
310534	02/22/23	TRAYNOR, NATHAN J officiating 02/22/23	10-5-18-40050 Youth Basketball	220.00	52118	02/27/23
100630	02/15/23	US POSTMASTER, BRANDON mail Town Reports 2/15/23	10-5-10-30132 Postage Expenses	1302.90	52065	02/15/23
100630	02/15/23	US POSTMASTER, BRANDON Town Reports-pymt short 2/15/23-1	10-5-10-30511 Town Report	64.99	52067	02/21/23
100630	02/21/23	US POSTMASTER, BRANDON stamp order 2/21/23	10-5-10-30132 Postage Expenses	510.80	52067	02/21/23
300018	12/13/22	VCDA 2023 membership/conferenc 051	10-5-21-75000 Economic Development	95.00	52119	02/27/23
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13 9927712218	10-5-18-42100 Recreation Telephone	20.14	52120	02/27/23
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13 9927712218	10-5-21-10310 Travel & Expenses	20.14	52120	02/27/23
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13 9927712218	10-5-14-42100 PD Telephone Service	40.29	52120	02/27/23
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13 9927712218	10-5-10-42100 Telephone Exp. Admin.	-10.32	52120	02/27/23
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13 9927712218	10-5-15-42100 HW Telephone	40.29	52120	02/27/23

02/24/23  
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Jacolyn

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
330348	02/13/23	VERIZON WIRELESS service: Jan 14 - Feb 13	20-5-55-42100	40.29	52120	02/27/23
		9927712218	Wastewater Telephone			
100485	02/23/23	VNA & HOSPICE OF THE SOUT appropriation	10-5-25-70200	2550.00	52121	02/27/23
		FEB 2023	RAVNA			
310046	02/07/23	W.B. MASON CO INC folders	10-5-14-30110	92.45	52122	02/27/23
		236125317	Office Supplies			
310046	02/07/23	W.B. MASON CO INC ink, paper, soap	10-5-10-30110	137.62	52122	02/27/23
		236142220	Office Supplies			
310046	02/09/23	W.B. MASON CO INC paper towels	10-5-22-43180	237.37	52122	02/27/23
		236206352	Maint. Supplies Bldgs.			
310046	02/14/23	W.B. MASON CO INC labels	10-5-10-30110	65.92	52122	02/27/23
		236315411	Office Supplies			
Report Total				1292193.43	=====	

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 \$ \*1,292,193.43  
Let this be your order for the payments of these amounts.

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