

Brandon Select Board Meeting
June 26, 2023
7:00 p.m.

The Brandon Select Board will meet Monday, June 26, 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) Special Select Board Meeting Minutes – June 12, 2023
 - b) Select Board Meeting Minutes – June 12, 2023
 - c) Special Select Board Meeting Minutes – June 19, 2023
- 3) Town Manager's Report
- 4) Rec Director's Report
- 5) Public Comment and Participation
- 6) Appointments
 - a) Development Review Board - 2 seats (3-year terms ending June 30, 2026)
 - b) Development Review Board Alternate - 2 seats (3-year terms ending June 30, 2026)
 - c) Revolving Loan Fund Committee - 2 seats (3-year term ending June 30, 2026)
 - d) Revolving Loan Fund Committee Alternate - 1 seat (3-year term ending June 30, 2026)
 - e) Rutland Region Transportation Council (1-year term ending June 30, 2024)
 - f) Rutland Region Transportation Council Alternate (1-year term ending June 30, 2024)
 - g) Rutland Regional Planning Commission (1-year term ending June 30, 2024)
 - h) Rutland Regional Planning Commission Alternate (1-year term ending June 30, 2024)
- 7) Consider Designating a Portion of ARPA Funds to Replace the Town Hall Roof
- 8) Award Paving Bid
- 9) Extend Short Term Bond Anticipation Notes
- 10) FY 23/24 Blanket Payroll Authorization
- 11) Assignment of Funds
- 12) Fiscal
 - a) Warrant – June 26, 2023 – \$139,589.92
- 13) Adjournment

**Brandon Select Board Special Meeting
June 12, 2023**

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

Board Members In Attendance: Tracy Wyman, Brian Coolidge, Tim Guiles, Cecil Reniche-Smith, Heather Nelson

Others In Attendance: Seth Hopkins, Bill Moore, Stephen Jupiter, Jack Schneider, Bernie Carr, Wayne Rausenberger, Kathy Rausenberger, Jan Coolidge, Brent Buehler, Steve Cijka, Dortha Langevin, Gail Cordner, Sue Gage, William Mac, Marielle Blais, Neil Silins, Ralph Ethier, Mike Frankiewicz, Dennis Reisenweaver, Sara Stevens, Bruce Ness, Judith Bunde

Others by Zoom: Bruce Jenson

1. Call to order

The meeting was called to order by Tracy Wyman – Board Chair at 6:30PM.

a) Agenda Adoption – Motion by Brian Coolidge/Cecil Reniche-Smith to adopt the agenda. **The motion passed unanimously.**

2. Public Comment

There was no public comment.

3. Announce Names of Candidate Interested in Planning Commission Seat (Neil Silins/Sara Stevens)

- a) Member for remainder of term ending June 30, 2023 and Upcoming 3-year Term for the period of July 1, 2023 – June 30, 2026**
- b) Alternate for remainder of term ending June 30, 2023 and upcoming 1-year term for the period of July 1, 2023 – June 30, 2024**

3. Announce Names of Candidates Interested in Otter Creek Watershed Insect Control District Seat (Kyle Bearor/Kathy Rausenberger)

- a) Alternate for remainder of term ending March 2024**

Motion by Cecil Reniche-Smith/Heather Nelson to enter into executive session at 6:32PM for the appointment or employment or evaluation of a public officer or employee, per 1 V.S.A. 313(3)(a)(3) to consider letters of interest and possibly conduct interviews. **The motion passed unanimously.**

4. Executive Session

The Board came out of Executive Session at 6:52PM.

Motion by Cecil Reniche-Smith/Brian Coolidge to appoint Sara Stevens to the Planning Commission for the remainder of the term ending June 30, 2023 and the upcoming 3-year term for the period of July 1, 2023 – June 30, 2026. **The motion passed unanimously.**

Motion by Cecil Reniche-Smith/Heather Nelson to appoint Neil Silins as an Alternate to the Planning Commission for the remainder of the term ending June 30, 2023 and the upcoming 1-year term for the period of July 1, 2023 – June 30, 2024. **The motion passed unanimously.**

Motion by Brian Coolidge/Cecil Reniche-Smith to appoint Kyle Bearor as an Alternate to the Otter Creek Watershed Insect Control District for the remainder of the term ending March 2024. **The motion passed unanimously.**

Tim Guiles thanked everyone for volunteering for the positions and noted the candidates were well-qualified.

5. Adjournment

Motion by Brian Coolidge/Cecil Reniche-Smith to adjourn the Select Board special meeting at 6:56PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

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Others In Attendance: Seth Hopkins, Bill Moore, Stephen Jupiter, Jack Schneider, Bernie Carr, Wayne Rausenberger, Katherine Rausenberger, Jan Coolidge, Brent Buehler, Steve Cijka, Dorthea Langevin, Gail Cordner, Sue Gage, William Mac, Marielle Blais, Neil Silins, Ralph Ethier, Mike Frankiewicz, Dennis Reisenweaver, Sara Stevens, Bruce Ness, Judith Bunde

Others by Zoom: Bruce Jenson

1. Call to order

The meeting was called to order by Tracy Wyman - Board Chair at 7:16PM.

a) Agenda Adoption – Motion by Brian Coolidge/Cecil Reniche-Smith to adopt the agenda. **The motion passed unanimously.**

2. Approval of Minutes

a) Select Board Minutes – May 22, 2023

Motion by Brian Coolidge/Heather Nelson to approve the minutes of the May 22nd Select Board meeting, as amended. **The motion passed with one abstention – Tracy Wyman.**

Page 7 – Fiscal – correction that Cecil Reniche-Smith felt comfortable tabling not approving the one-time asks.

3. Town Manager’s Report

Seth Hopkins provided the following report and submitted the report in advance.

“FOCUS AREAS DURING REPORTING PERIOD:

For public awareness: the Arnold District Road will be closed Monday the 12th, Tuesday the 13th, and possibly Wednesday the 14th to set three cross culverts. Thanks to Naylor and Breen for lending the Town their message board to alert motorists to use an alternate route.

The new tandem truck has been delivered and already put to use by the crew; the old truck is carrying the chloride tank for treating the dirt roads and to serve as a backup. Their major work recently has been ditching the Arnold District Road in preparation for resurfacing, but additional work has been done on Churchill Road, Wheeler Road, and Richmond Road. Crew training from the State required for award of a small grant was also completed. The Town highway crew has been out roadside mowing in several areas to enhance road safety by providing clearer visibility and preventing obstructions to motorists.

After speaking with Angus Cheney of the Homeless Prevention Center, I have provided a suggested response protocol to Town staff who may be called upon to respond to requests for assistance from people experiencing homelessness with the end of funding of the pandemic motel housing program.

The motor for the Town clock could not be installed and has been sent back to the manufacturer for warranty repair.

Bill Moore and I held a site visit with Josh Carvajal of River Management to examine the waterfall/dam behind Kennedy Park. I had further correspondence with Zapata Courage of Wetlands. The work we hope to do to restore

the waterfall appears to be allowable; we have the applications and I have reached out to Wright Construction who was recommended as being capable of this specialty work.

With Tim Guiles, I have completed additional emergency management training. We have also been assisted by Dennis Reisenweaver in modifying select components of our local emergency management plan to conform with best practices. Ongoing work is ahead of us on this and on the community outreach aspect of preparedness.

With Bill Moore, I participated in a state workforce development summit Rep Stephanie Jerome convened here in Brandon. Hand in hand with that, Bill and I met with a facilitator and a group of Brandon residents planning to build homes which will be priced within reach for the local workforce (what the State has termed "missing middle" housing). The Town is working on a three-pronged approach to facilitating this: through collaboration with the planning commission (as the town plan is now open) we recommend expanding the Designated Downtown to include new businesses; with community members we will re-launch the effort to achieve Designated Village Status for Park Village and Forest Dale; with in-house, RRPC, and VT Housing and Community Development planners we will seek a Neighborhood Development Area periphery expansion to broaden the benefits of our Designated Downtown.

I have had in-person and phone meetings with stakeholders and the engineer to try to tie up a Seg6 loose end of accessible parking spots which had been pledged to the Baptist church. Potential solutions are imperfect.

I attended the groundbreaking for the Brandon Free Public Library.

RESIDENTS' CONCERNS

Beavers continue to block a culvert under Old Brandon Road, effectively isolating the houses south of the culvert on this dead-end. Our highway foreman has been in consultation with the Town of Monkton who have had success with Beaver Deceivers. Thanks to the town clerk for this Vermont-based reference. In our situation, the culvert under the railroad is actually more problematic, and our foreman is in communication with the railroad, who have been good to work with and also want to find a long-term solution to the flooding of their infrastructure and ours.

Wood Lane is being addressed again as the property has fallen out of compliance with the Brandon Land Use Ordinance. Our zoning officer and rental health officer are both involved. and have been in communication and the owner said that the occupants will be moving at month's end.

Plans are forming to address parking on Center Street occasionally blocking business entrances.

Rain gardens/ bioswales on Park Street were weeded and cleared last week and the Pearl Street bioswales will be addressed this coming week; those are designed and planted differently.

Several other isolated public works calls were addressed by the road crew.

STAFFING

Officer Kevin Rimmer graduated from the Vermont Police Academy on June 2 and is now in his field training here in Brandon. It is expected that Officer Anna Burtch-Macleod will complete the part-time Academy training later this month, and that Officer Aiden Alnwick will complete the K9 training and return with Guinness on 1 July. All of this will take pressure off the other officers in the coverage schedule to provide police protection to our community.

Nate McKeighan from Buildings & Grounds will be cross-training at Wastewater with a goal of Nate providing one week of on-call and one weekend on-duty (partial days) per month. This will ensure daily required testing is done and remedy the current situation where the Chief Operator has been working three weekends per month on a sustained basis.

A memo regarding "division of labor" and staff structure is provided with this report.

FOR AWARENESS OF SELECTBOARD

The workers' comp audit has been completed for the calendar year 2022, and due to retirement payouts that year, the lookback premium will be \$8700 above forecast budget. The Town's general labor costs are on the order of \$1.465M per year.

The highway foreman is finding knives for our Little & Co. Road Mower are no longer available as the manufacturer has ceased operation. The head will need replacement and it is possible a Diamond rotary mower can be mounted to the existing arm. Also, the foreman recommends purchase of a 20 ton trailer should be on our radar for doing our own hauling of the excavator and backhoe when required.

The selectboard will meet in workshop format at the town office at 7PM on Monday 19 June for goal-setting with the town manager."

Other updates:

The 500-gallon fuel tank and sewer jetter are on Muni-bid and are advertised on FPF, VLCT and the Town's website with a bid on both pieces placed today.

The ADA compliant door openers were installed today and thanks to Ben Wimett and Michael Katchmar. Heather Nelson questioned the parking for the Baptist Church. Mr. Hopkins stated the parking is on the Champlain Street side and could be unsafe partly because the Church has a slate roof and the sidewalk has to be closed during the winter. It is hoped that an agreement can be reached for the Grove Street side.

Tracy Wyman requested clarification regarding the road mower. Mr. Hopkins advised Shawn cannot get blades but can get an arm for the new head. Mr. Wyman asked if the Town has anyone with a Class CDL or how is the 20-ton trailer being moved. Mr. Hopkins advised the Town hires a towing company.

Seth Hopkins stated Wayne Rausenberger had suggested replacing the town office windows at the last meeting. Mr. Hopkins has contacted Royal Glass and they will be providing an estimate. The Town is also waiting for estimates on the Town Hall roof from Spardella. Mr. Hopkins noted the repairs will be done when they come to check the chimneys.

4. Rec Director's Report

Bill Moore provided the following report:

More Electrical work is planned for Estabrook Park with the addition of lights at the top of the poles on the drive-in screen to allow for more lighting in the southern lot during evening events like the Brandon Carnival, Drive-in Movies and Spooksville.

The 2nd Annual Davenport Electric Fest is shaping up nicely with confirmations from cool vendors like Beta Technologies and their electric airplane simulator. July 8th from 12-5 at Otter Valley Union High School. As a centerpiece of event, The Brandon Chamber and Brandon Museum have enticed Dr. Hal Wallace, curator of the Electricity Collections at the Smithsonian's National Museum of Natural History to give a presentation about Brandon's own Thomas Davenport's world-changing invention and the increasingly impactful legacy thereof.

Summer Softball practice begins tonight with 15 girls for a 5-week season of games that start at the end of June. Thank you to coach Joe Desabrais and sponsor Graph-X.

Coach Sarah Whitney is back with a summer cheer mini-camp August 7th -10th.

Red Clover Ale Company has sponsored a summer men's basketball team that will be competing in a league that is hosted in Rutland. Games started this past Sunday.

Summer schedules have impacted the following Brandon Rec Offerings:

- *Aikido with Sensei Wade be taking a couple of weeks off and reevaluating the program*
- *Thursday-night Table Tennis is taking the summer off (resumes in September)*
- *Thursday Night Pick-up basketball is moving from Neshobe to Otter Valley starting June 15th*

Brian Coolidge expressed concern regarding the lights at Estabrook Park based on previous concerns raised and suggested it would be neighborly to not install them permanently and use temporary lights when needed. Bill Moore stated the Rec Department has only one tower and at one time the Fire Department had a light truck but no longer has it and the Town will have to start renting again. Tim Guiles stated it would be good to have the capacity for use during only special events that would eliminate the need to rent. Mr. Moore advised the gates are closed unless there is a special event and the lights are for visibility for the drive-in side of the property. There are lights on the gravel side, but not on the handicap parking area. It will require renting temporary lighting or installing lights that would be used only during the events. The contractor will be providing a cost for the permanent lights. The cost for the lighting rental is \$600 for each event. Cecil Reniche-Smith stated the goal would be to avoid burning fuel and renting another tower each time. Jan Coolidge asked where the money would come from and Mr. Moore advised there was a donation made to the Town that would be used for this project. Tim Guiles noted that GMP has the ability to shade the lighting so that it does not beam out to neighbors' yards and this could address the neighbors' issues with lighting.

Seth Hopkins stated there was a question asked by the public at a recent meeting about the division of labor when the town manager search process ended. Mr. Hopkins prepared a memo for the Board and a chart of the current staffing for the Town with the main mission focuses that include Public Works and Highway, Wastewater building and grounds, Public Safety - E911 and Police, Community Development, Recreation and Economic Development, and Finance and Administration. In looking at the four main areas, most of the departments are one or two person departments. Mr. Hopkins and Mr. Moore looked at ways of organizing the staff with the recommendation to sit as a management team at the center of the four areas. Mr. Moore will continue to coach Mr. Hopkins in economic development and likewise Mr. Hopkins will share skills and experience for the Town to have well-rounded managers. Their recommendation is to not silo but have a holistic view of the town staff for the management team to most effectively use the whole staff to complete the Select Board's program. The Select Board was in agreement with the concept. Stephen Jupiter asked if there is a formal distinction between the management team. Mr. Hopkins stated all inquiries should start with the Town Manager, with Mr. Moore as a Department Head. Each of the town staff should report to the Town Manager and the public should feel free to access the Town Manager directly. The Deputy Town Manager will be determined where it will make sense for him to be the point person. Mr. Hopkins thanked the Board for allowing them to determine the process and noted it was a helpful exercise to be able to identify each position that falls into the four main areas as this will be helpful for the Board in requiring what the Town needs. Brent Buehler asked what the salaries are for the positions. Mr. Hopkins advised the Town Manager's position is \$75,000 and the Deputy Town Manager's position is \$70,000 which includes Mr. Moore's previous salary. Mr. Hopkins noted this will be a modest saving to the Town overall from the previous staff. There are no additional staff anticipated to be hired.

5. Public Comment and Participation

Cecil Reniche-Smith stated Helyn Anderson asked that it be brought to the Select Board's attention there are a number of children that are riding electric skateboards in the streets and on the sidewalks. Ms. Anderson has talked with the Chief of Police to determine if there is an ordinance and there is not, and her main concern is that they are going fast on the sidewalks and on the streets that could result in injury to themselves or others. Tracy Wyman stated he has also seen them on McConnell Road and Park Street Extension. Judith Bunde stated another concern is they do not wear helmets. Heather Norton stated there is also a concern in the biking community about electric bikes and she is also concerned with the children that are riding these without helmets. Ms. Reniche-Smith stated it is possible the Town could do a helmet ordinance but the traffic is under Vermont statutes. Bill Moore stated the Town has a good helmet program, but the 20 mph skateboards are another issue and it would be difficult to enforce. Mr. Moore suggested the community could do its part in talking to the children or reaching out to the parents. Seth Hopkins stated the sidewalk ordinance was previously repealed by the Select Board. Mr. Hopkins noted in Vermont there are

e-bike regulations and are governed as non-powered bikes and operators are considered vulnerable users. Ms. Nelson stated there are children that do operate the equipment properly and she would be inclined to take this on a case-by-case basis. Mr. Guiles noted it would be good to not allow motorized scooters on the sidewalk when pedestrians are walking on them as we want our Town to be inviting. Mr. Hopkins stated the Select Board can revisit another ordinance and Chief Kachajain would be glad to speak with the Select Board. Heather Nelson expressed concern with bikes going behind cars on the street as putting children on the street is not a good idea. Bernie Carr stated children cannot be in the road due to the diagonal parking and suggested doing some community policing as he thinks the children will pay attention to that. He likes the idea of an ordinance with a walking speed for the bikes. Jan Coolidge suggested an article in The Reporter would bring awareness to parents. Mr. Hopkins will ask the Police Chief to meet with the Select Board at the next meeting.

Bernie Carr noted he sent an email last summer about the loud muffler vehicles as it is an annoyance and indicated Rutland has dealt with the same issue and suggested contacting them to determine some possible solutions. It was noted there could possibly be enforcement as something has to be taken off and added to the vehicles which may not be in compliance. Tim Guiles stated there are also motorcycles and engine-braking vehicles to include in the discussion. Mr. Guiles suggested a sign similar to what he has seen in other communities. Tracy Wyman stated the engine-braking is a safety feature. Heather Nelson stated a modified vehicle versus engine-braking are two different situations. Sara Stevens suggested the Board be cautious as this is a slippery slope and the Town needs to be careful in determining a balance. She noted that they own a Harley motorcycle and she likes that the sound makes people aware and there are legal modifications that can be done to vehicles. Sue Gage suggested contacting Rutland to see what success they have had. Cecil Reniche-Smith noted there was a bill introduced in Vermont legislature to bar modifications of mufflers but it died in committee.

Brian Ness stated as the public parking becomes more prominent there needs to be a crosswalk installed as he has seen too many people having to dodge traffic and the shop owners on the other side of the street need to have attention paid to them. Mr. Ness suggested placing a crosswalk between Dunkin Donuts and the bookstore. Bernie Carr advised the crosswalk location is due to safety as it used to be near the Mobil Station. Mr. Ness stated there is plenty of sight line and it will provide a means for a safer crossing for people in this area. Sue Gage suggested a lower speed limit through downtown during business hours. Tim Guiles noted it is also an issue to get people to use the crosswalks as it makes for a lot of pedestrians mingling with cars. Cecil Reniche-Smith has viewed people crossing near the bookstore and putting a crosswalk there may instill a false sense of security because of way the hills are and she noted concern that people will walk out without checking. Judith Bunde suggested having the barriers in the crosswalks as they are visible. Mr. Hopkins reported the Town has applied for a grant to get the barriers funded. Tracy Wyman advised the Town would have to go through the State regarding this item due to it being a federal highway and this would have to be researched. It was also suggested to install a speed bump that could have an impact on slowing people down. Bernie Carr advised there was a meeting to address some of the businesses concerns and it is thought with Dunkin Donuts opening, this will be a more normal business area. Mr. Moore met with the owners of the new business and they will be creating a sidewalk along the east side of the lot that will be painted lines to get out to the curb as there was not enough room for a legitimate sidewalk. Mr. Carr stated this will be a busier place and it was suggested placing a "You Are Here" sign coming up the business' sidewalk to point to the other sidewalks. It was noted that there will be about 15 parking spaces in the new municipal parking lot.

Wayne Rausenberger asked what the green building is for in the downtown. Bill Moore stated the green building is for selling items for the Independence Day parade. Mr. Rausenberger stated at the last meeting the Select Board discussed the ARPA funds and decided not to vote as the full board was not present. He noted there was a quorum and there should have been a vote since spending time having a discussion and then not doing anything was a waste of time.

6. Historic Preservation Commission Contract (grant-funded)

Dennis Reisenweaver reported in December 2022, the Historic Preservation Commission submitted a grant application for historic preservation. A \$12,000 grant was awarded for a scoping study for priorities for historic preservation. It is a 60/40 split and a request was submitted for the Town to include \$5,000 for next year that was approved. The Historic Preservation Commission received a list of acceptable vendors and of the 12 vendors, 3 are

no longer available and only 2 vendors provided proposals. The Historic Preservation Commission is requesting the Select Board approve VHB's fixed price contract, as it is over \$10,000 and requires Select Board approval. The State has awarded \$12,000 and there will be work in-kind that will be provided by the Preservation Commission.

Motion by Brian Coolidge/Cecil Reniche-Smith to award the bid to VHB for the Historic Preservation Commission contract. **The motion passed unanimously.**

7. Consider Late Homestead Penalty

Sue Gage stated the Select Board can either penalize people who file homestead late or not, but Ms. Gage encouraged the Board to not penalize people. She noted the penalty fee is for the additional work of the Town Clerk, however, Ms. Gage advised this is not a lot of work. Cecil Reniche-Smith stated it also talks about people who have declared a homestead fraudulently. Ms. Gage was not aware of any issues and noted errors are more of an oversight or lack of knowledge. Tim Guiles did not want to punish people who are late if it is not an undue burden on the Town's staff. Sue Gage noted the late penalties are a complicated issue. Cecil Reniche-Smith stated it could be up to 3% of the education tax on a property and other stipulations.

Motion by Tim Guiles/Brian Coolidge for the Board to vote no for the late homestead penalty. **The motion passed unanimously.**

8. Consider Financial Management Questionnaire

Sue Gage advised this is an annual questionnaire that is required by the State. This was developed due to issues with Town Treasurers in some towns. Ms. Gage noted it is a simple questionnaire and the Town's policies are more stringent.

Motion by Tim Guiles/Heather Nelson to recognize the Financial Management Questionnaire. **The motion passed unanimously.**

9. Consider Capital Asset Policy

Sue Gage advised that she rewrote a new Capital Asset policy that she is using as a guide. Cecil Reniche-Smith noted it makes good sense.

Motion by Tim Guiles/Cecil Reniche-Smith to adopt the Capital Asset policy as presented. **The motion passed unanimously.**

10. Use of 1% Tax and ARPA Funds and Chipper (Tabled from May 22nd Meeting)

Cecil Reniche-Smith noted at the last meeting she recused from the Library discussion due to being on the Library Board of Trustees and had knowledge about financial information that is now public and the Town is aware of. Ms. Reniche-Smith disclosed that she has an interest in the outcome of the vote but does not think that she needs to recuse herself. There was no objection raised.

Motion by Tim Guiles/Cecil Reniche-Smith to allocate \$100,000 of ARPA funding to the Brandon Library.

Tracy Wyman requested review of the ARPA funds in general, noting there were some items that were going to be paid out of the local option tax that included the dump truck and the Town Farm Road upgrade. Mr. Wyman suggested approval of the \$100,000 for the Brandon Library and the salt shed for the Highway Department be funded with ARPA money. Mr. Moore advised there was a quote for \$160,000 for the building. Mr. Wyman proposed using the ARPA money to fund \$155,000 for the salt shed, \$157,123 for Town Farm Road, and \$123,103 towards the dump truck. Mr. Wyman's reason for this recommendation is his concern about being over budget and the funds that would be used for the dump truck and culvert would be good to keep for future needs. Tim Guiles preferred to keep with using the local option tax to cover infrastructure as ARPA funds are supposed to be significant unusual items that are one-time expenses. Mr. Wyman noted his concern is that if the Town is overbudgeted, there is a possibility of using the local option tax for that. Cecil Reniche-Smith noted it had been

approved to use the local option tax for the tandem truck that would have to be rescinded. Mr. Guiles would like to use ARPA funds for a solar project that would be a one-time investment. Mr. Wyman did not feel strongly about a solar project and thought the solar company should finance a project. Mr. Guiles noted that Middlebury has had success with a solar project that has provided a reduction in rates.

Cecil Reniche-Smith called for point of order for the Brandon Library motion, followed by a discussion of the remaining items.

The motion passed.

Cecil Reniche-Smith preferred to continue with the original plan for using local option tax for the tandem truck as the local option tax money is a replenishing fund that is spent down and increased with tax monies and the ARPA funds could be used for something the Town cannot afford. Ms. Reniche-Smith would like to use the funds for sidewalks to do a big fix. Tracy Wyman noted the local option tax can also be used for sidewalks. Tim Guiles suggested reviewing the list of items that were suggested for the ARPA funding. Mr. Wyman stated on hearing the Town may be over budget, he would prefer to propose other items be used for the ARPA money. Seth Hopkins reported Jackie Savelle has indicated the Town will be slightly over projection at the end of the fiscal year. Mr. Guiles noted the Town also has a Reserve fund and there is no reason to dip into ARPA for these types of purchases. Brent Buehler asked what will put the Town over the budget. Mr. Hopkins reported there was a higher-than-expected Worker's Comp premium and an overage in the Police and Highway departments. Mr. Buehler noted concern that three months past town meeting there are items being requested. Mr. Hopkins stated this was an unusual budget workshop season and items are coming to light. Sue Gage noted it is helpful to designate the projects to a specific fund.

Motion by Tim Guiles/Cecil Reniche-Smith to allocate \$157,023 from the local option tax to fund the Town Farm Road rebuild from the summer of 2022.

Judith Bunde asked how ongoing infrastructure expenses are in the budget. Seth Hopkins advised the local option tax was advocated by the Select Board to the Town to take pressure off the operating budget. The infrastructure budget is the largest budget in the Town between labor and capital expenses. The local option tax is not restricted to infrastructure but to capital expenses and there are some items that have been discussed such as paving and whether that should be in the budget or the local option tax. In speaking with the Public Works manager, he suggested the Town should be funding \$400,000 for paving, whereas the Town has been funding \$100,000 to \$150,000 per year. Public Works has three people and they do a lot of good work with limited resources. There will need to be a discussion about what the Town will be able to fund long-term. In a discussion with the Police Chief, a cruiser is now \$60,000 and the Town is only fund ¼ of a cruiser in the budget.

The motion passed unanimously.

Seth Hopkin advised the total for the Arnold District culvert is \$207,789 and it is not anticipated more coming in on that project.

Motion by Brian Coolidge/Tracy Wyman to approve the use of ARPA funds in the amount of \$207,789 for the Arnold District culvert.

Tim Guiles did not think this is how APRA funding is meant to be used and was opposed to it being used for the culvert. Seth Hopkin noted the local option tax is at \$402,290 uncommitted and the Board just voted to commit \$157,023. Sue Gage advised around \$60,000 comes in each quarter into this fund. Mr. Hopkins advised that after funding the items noted at the last meeting, the fund would be at \$160,260. Mr. Guiles stated these will be things that will happen in the future. Sue Gage stated the Town Farm Road rebuild, Arnold District culvert and the tandem truck is money already spent and the only items for later are the \$50,000 structures grant and the \$50,000 Alternative grant. The other monies have been borrowed from the Fund balance. Mr. Hopkins advised the computer upgrade was within the town manager's expenditure limit and was reported as an ARPA expenditure. It would be difficult to recategorize it.

The motion failed with 3 no votes – Tim Guiles, Cecil Reniche-Smith, and Heather Nelson.

Motion by Tim Guiles/Cecil Reniche-Smith to allocate from the local option tax the matching funds of \$50,000 to cover the \$210,000 VTrans Structures grant for the McConnell Road culvert. **The motion passed unanimously.**

Motion by Tim Guiles/Cecil Reniche-Smith to allocate \$25,000 from the local option tax to cover matching funds for the \$75,000 BRIC grant for the study of the North Street Bridge. **The motion passed unanimously.**

Motion by Tim Guiles/Cecil Reniche-Smith to allocate \$10,000 from the local option tax to cover matching funds for the Alternatives grant for the connector path.

The Alternatives grant would be used to investigate a connector path between Brandon and Forest Dale. Bill Moore advised this would require a municipal project manager to come up with a scoping study. Tim Guiles advised the Greenways Group is trying to get a path from Neshobe School to Brandon that would be a multi-use path. Mr. Moore stated this study is to determine if a project is feasible and is required for the next step to other grants. It would be a \$40,000 Alternatives grant that requires a \$10,000 match.

The motion passed with one no vote – Brian Coolidge.

Motion by Tim Guiles/Cecil Reniche-Smith to allocate \$223,273.38 from the local option tax to purchase the tandem dump truck as detailed in the request.

Cecil Reniche-Smith stated this is what the Select Board agreed to do in March.

The motion passed unanimously.

Tracy Wyman reported the Town's woodchipper needs work and it would be \$15,000 to purchase a new motor and have the Town staff do the repairs. It was noted that a new chipper would cost \$56,000 and Mr. Wyman thought the equipment is used around 300 hours per year. Tim Guiles suggested renting a chipper and Mr. Wyman stated the 300 hours are spread out throughout the year with the closest rental being Essex. Mr. Wyman noted if it was equipment used more often, he could agree to purchasing a new one.

Motion by Cecil Reniche-Smith/Tim Guiles to approve the expenditure of up to \$20,000 for the purchase of a new motor for the chipper, plus installation. **The motion passed unanimously.**

Motion by Cecil Reniche-Smith/Tim Guiles to allocate \$207,789 from the local option fund to pay for the Arnold District culvert.

Seth Hopkins advised after the transfers the local option tax balance is \$160,260. Heather Nelson suggested doing a split between the local option tax and ARPA for the Arnold District culvert. Sue Gage advised the \$50,000, \$25,000, and \$10,000 matches are not needed immediately and could be taken out in August when the next local option tax is received. Tracy Wyman cautioned the Town is writing checks for monies it doesn't have to cover. Brian Coolidge stated this is a poor precedent to spend money the Town doesn't have. Tim Guiles stated the 1% funding comes in like clockwork and this is a legitimate number of expenses and is the way the Town is supposed to be using this money. Cecil Reniche-Smith stated her vision for the ARPA money is for larger projects but would be comfortable with using a portion towards this project. Mr. Wyman noted he was not comfortable with a compromise as he would like the \$207,000 to be funded with ARPA monies. Mr. Hopkins stated that the project was estimated at \$123,000 but exceeded in cost by \$83,000. Mr. Atherton's recommendation was for the \$123,000 to be paid with ARPA funds.

The motion failed with three no votes – Heather Nelson, Brian Coolidge, and Tracy Wyman.

Motion by Heather Nelson/Tim Guiles to use \$123,935 from the local option tax and \$83,854 from ARPA funds to pay for the Arnold District culvert. **The motion passed with 2 no votes – Tracy Wyman and Brian Coolidge.**

11. Consider RLF – Brandon Bakery & Pizza LLC – dba Café Provence

Bill Moore read the following letter:

“On June 7th, the Brandon Revolving Loan Fund committee met with Matt Lewis to consider a loan request for Brandon Bakery & Pizza LLC - DBA Gourmet Provence. The board was impressed by the presentation and his plan to grow this existing downtown anchor business by adding to the offerings and expanding the hours. The committee members present unanimously approved a loan with the following terms and conditions:

Loan Amount: \$40,000

Terms: 6.25 % interest rate as amortized as a 180-month loan with a balloon payment at 60 months.

Security: Collateral would be second security interest in all business assets of Brandon Bakery & Pizza LLC, and first security interest in equipment purchased using the RLF funds, including but not limited to: a Pizza Oven, Cooler(s), Freezer, Venting Materials, POS Machine, espresso machine and any equipment purchased using the RLF funds - comprehensive list and serial numbers of equipment to be provided to bookkeeper after purchase.

Personal Loan Guarantee signed by all of the principals of Brandon Bakery & Pizza LLC.

The Barral family established a unique business that has served as a draw for Brandon. Matt Lewis and his family have taken up the mantle to provide an expansion to Robert and Line's popular brand with a creative reinvigoration of this legacy business. The select board's approval of this loan is a critical piece in ensuring this succession is successful.”

Tim Guiles thanked the owners for investing in the community. Bernie Carr noted this is Beth's and his 45th year of business in Town and wished the new owners the same.

Motion by Tim Guiles/Heather Nelson to approve the RLF for Brandon Bakery & Pizza LLC – dba Café Provence in the amount of \$40,000. **The motion passed unanimously.**

12. Select Fuel Suppliers for FY2023-2024 Based on Bids Received

Motion by Brian Coolidge/Tracy Wyman to approve Champlain Valley at 15 cents over Rutland Rack as the fuel supplier for the on-road diesel for FY2023-2024. **The motion passed unanimously.**

Tim Guiles contacted the Middlebury Department of Public Works and discussed their use of biodiesel that has been successful with no jelling. They advised that vehicles under warranty cannot use this fuel. It was noted that Shawn is not fond of this idea and Mr. Guiles would not want to force something but would like to suggest considering doing something similar to what Middlebury did in trying a pilot program. They have had good experience and will continue exploring the option. Mr. Guiles suggested Shawn consider a piece of equipment that he could experiment with the B-20 fuel that is 20% bio and is a reduction in the carbon footprint. Cecil Reniche-Smith stated in terms of budgeting and bids, there would be a need to identify the vehicle and determine the amount of biodiesel to purchase. Mr. Guiles suggested a pilot to use some of Middlebury's supply to research on a small scale. Ms. Reniche-Smith stated this would be worth discussing in the future.

Motion by Brian Coolidge/Tracy Wyman to approve Champlain Valley at 15 cents over Rutland Rack as the fuel supplier for the #2 fuel for 5000 gallons for FY2023-2024.

Tracy Wyman suggested it may be better to go with the fixed price of \$2.77. Heather Nelson also noted that she would go with the fixed rate. Seth Hopkins advised the fuel prices are among the lowest of the year and it could be different in the winter. Tim Guiles noted with the new heat pumps, the Town may be using less heating oil this year.

Brian Coolidge/Tim Guiles withdrew their motion.

Motion by Brian Coolidge/Heather Nelson to approve Champlain Valley with a fixed price of \$2.77 as the fuel supplier for #2 fuel for 5000 gallons for FY2023-2024. **The motion passed unanimously.**

Motion by Tracy Wyman/Brian Coolidge to approve Fyles Brothers as the propane supplier for FY2023-2024.

Tracy Wyman would like to go with Fyles as they have been the Town's supplier since 2016 and noted they have provided good service, and it would mean having to switch out the tanks with a change to Suburban. Seth Hopkins advised that Suburban has agreed to swap the tanks at no cost. Mr. Wyman stated Fyles is a local company and reiterated the Town has had good service from them. Tim Guiles stated it is hard to justify not taking the low bid as this is a product the Town is buying. Cecil Reniche-Smith stated she would likely go with the lowest price but knows what it means to have a long-term relationship with a supplier and it may even out in the long run.

The motion failed with three no votes – Cecil Reniche-Smith, Tim Guiles, and Heather Nelson.

Motion by Tim Guiles/Cecil Reniche-Smith to approve Suburban Propane as the propane supplier for FY2023/2024. **The motion passed with two no votes – Brian Coolidge and Tracy Wyman.**

13. Fiscal

a) Warrant – June 12, 2023 - \$635,850.51

Motion by Brian Coolidge/Tim Guiles to approve the warrant of June 12, 2023 in the amount of \$635,850.51. **The motion passed unanimously.**

14. Adjournment

Motion by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 9:50PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Brandon Selectboard

Goal Setting Meeting with Town Manager 6/19/2023

Selectboard present: Tracy Wyman, Cecil Reniche-Smith, Tim Guiles, Heather Nelson

Others present: Seth Hopkins, Bill Moore, Brent Buehler, Steven Jupiter

1. Call to order
 - a. Agenda adoption – adopted 4-0
2. Public comment and participation - Tracy addressed and apologized for differing expectations during our discussion about ARPA funds at our last selectboard meeting.
3. Goal-setting workshop with town manager and selectboard. Board members reviewed their thoughts. Seth shared short, medium, and long-term potential goals about staff, community, and policy matters. Board requested additional MOU with the school district be developed regarding joint efforts with Brandon Rec. Board suggested adding students from Neshobe and Otter Valley for diversity committee.
4. Executive session 1. V.S.A. & 313(a)(2)

Started at 8:27pm – motion made by Cecil, seconded by Tracy 4-0
Ending at 8:45pm – no action taken adjourned by Tracy, seconded by Heather 4-0
5. Adjournment: 8:45PM, motion made Tracy, seconded by Heather 4-0

Respectfully submitted,
Heather Nelson, selectboard clerk

FOCUS AREAS DURING REPORTING PERIOD

Effort in the town office has been focused on preparing to close the fiscal year. This entails working with department heads and committees to assess budget status and ensuring remaining expenditures are kept within budget constraints.

Town crew work has been primarily mowing, grading, and working on guardrails; they have also been taking care of some low-hanging branches on sidewalks. A culvert crossing Union Street near the wastewater plant had been blocked and the town crew has gone in and done extensive ditching on the east side of the road to facilitate proper drainage. More work will be done in the driest part of the late summer as conditions permit. Beaver activity on Old Brandon Road continues and results are being dealt with as needed. Estimates for a new head for the roadside mower are being sought. Shawn Erickson confirms he holds a Class A CDL and the rest of the crew is in varying stages of attaining that level.

Three federal inspectors (EPA) and a contractor were here Wednesday to examine the wastewater facility project and its compliance with American Iron and Steel provisions. This was a productive and informative office conference facilitated by Jason Booth of A&E Engineers followed by a site visit led by Jason as well as Steven Cijka, our chief wastewater operator. Our project was well-received.

The fuel tank and sewer jetter/flusher were placed on Municibid and both elicited interest. Results will be provided at the selectboard meeting as the auction concludes Saturday.

I followed up by phone with Wright Construction regarding the restoration of the downtown waterfall. They are not able to take on this project, so we will cast a wider net.

Updated ARPA and 1% Fund snapshots are provided with this report.

With Bill Moore I have met with Gary Holloway to advance the designated downtown and neighborhood development area, and separately with Rich Amore, both longtime supporters of Brandon, regarding the village designations we're exploring for Forest Dale (very likely to succeed) and Park Village (may not be the best fit).

Potential ADA parking solutions at the corner of Champlain and Grove Streets (Museum and Baptist church) have been offered up to both of those organizations for their input.

VHB has proposed some modifications to the contract for the Historic Preservation work commission. Not all of them were acceptable to me so we are working through this to resolve.

RESIDENTS' CONCERNS

I have reached out to Lowell Landscaping regarding the few downtown trees that were highlighted at the last selectboard meeting as not thriving. The owner Ed Lowell planned to inspect them Friday 23rd (so I may have an update for the board Monday). Some are beyond the guarantee but one was already a replacement so that should have come with a new guarantee. [All of this is subject to revision/correction after he and I meet to discuss.]

I reached out again to Sbardella about the town hall roof but have no date scheduled yet for their inspection of the chimneys before they update their quote to replace the roof.

The zoning officer has sent a number of notices of noncompliance recently.

Several other isolated public works calls were addressed by the road crew, or by the foreman in conjunction with other agencies such as Green Mountain Power (a shade tree on Park Street).

STAFFING

Chief Kachajian expects to be at the selectboard meeting to introduce both Officer Kevin Rimmer and Officer Anna Burtch-MacLeod to the community.

Respectfully submitted,

Sarah M. Hopkins.

“1% Fund” — Local Option Tax Update & Projection

The Town Treasurer has provided and verified the following information:

Fund Balance in Town Report book 6/30/2022	\$409,427
Add: receipts and bank interest through 5/11/2023	\$267,863
Less: 11/30/2022 board vote: Excavator	\$ 45,000
Uncommitted Fund Balance:	\$632,290

Approved by Selectboard 5/22/2023

a Town Farm Rd rebuild 2022 (draws \$0 grant)	\$157,023
b McConnell Rd culvert (draws \$210,000 grant)	\$ 50,000
c North Street Bridge scoping (draws \$75,000 grant)	\$ 25,000
d Forest Dale Connector scoping (draws \$40,000 grant)	\$ 10,000
e Tandem truck	\$223,273
f Arnold District Culvert (+\$83,854 ARPA)	\$123,935

Total 5/22/2023 voted authorizations: \$589,231

Remaining uncommitted 1% Tax Fund balance: \$ 43,059

For awareness / future planning: The Town will have a Union Street sidewalk obligation on the order of \$300,000 (draws a \$300,000 grant). In the past, discussion had centered on using this replenishing fund as the source. I don't believe a board vote was taken. The need would likely be in 2024 or 2025.

Respectfully submitted,

Seth M. Hopkins



TOWN MANAGER TO SELECTBOARD

Project	Obligate	Voted?	Board Action	Date
Offer Creek Communications Union	\$56,000		W I T D I S M I S S E D W N	10 Jan 2022
Fire Dist #1 & #2 Connection	\$125,000	<input checked="" type="checkbox"/>	VOTED	22 May 2023
Newton Rd Pump Station	\$226,538	<input checked="" type="checkbox"/>	Fund Half Not To Exceed \$365,350	14 Feb 2022
Computer upgrades	\$4,035		(Cannot be reclassified to General Fund; already reported)	Dec 2021
Library Renovation & Expansion	\$100,000	<input checked="" type="checkbox"/>	VOTED	12 June 2023
Arnold District Culvert	\$83,854	<input checked="" type="checkbox"/>	\$123,935 discussed; \$83,854 over the estimate. \$83,854 VOTED	12 June 2023
Replace Town Hall Floor in Maple	\$18,000	<input checked="" type="checkbox"/>	VOTED	8 May 2023
Apparent voted <input checked="" type="checkbox"/> obligations:	\$553,392			
Apparent total obligations:	\$557,427		includes computer upgrades authorized via purchasing policy	
Apparent unobligated ARPA:	\$559,061			13 Jun 2023



TOWN MANAGER TO SELECTBOARD

Project	Estimate	Outside-Funding	Town-Match	Status
Arnold District Culvert	\$407,789	\$200,000 Structures Grant	\$83,854 from ARPA + \$123,935 from 1% Tax Fund	Estimated ARPA need was \$123,935; now \$83,854 over the estimate
Arnold District Paving	\$351,000	\$200,000 VTrans Class 2 Hwy	\$152,100 HWY rollover	Bids in; to be awarded 6/26
Union Street Sidewalk (const 2025)	\$600,000	\$300,000 VTrans MAB / Transportation Alternatives	\$300,000 from 1% Tax Fund	Plans in review at VTrans; await Brandon Hist. Presv.; Working w/ Atty on R-o-W
Town Farm Road Sec 1	\$120,000 \$157,023	Not any	1% Tax Fund per board vote	Complete \$37,023 over the estimate
New England Woodcraft Stormwater	\$354,738	100% ANR	Not any (but staff time)	Summer 2023 Work Season
Newton Road Pump Station	\$400,000 \$226,538	Not any	\$40,000 WW short-lived asset fund ARPA: Fund 1/2 NTE \$365,350	Complete \$173,462 under the estimate
Town Hall Roof	??	To be sought (Hist Presv., etc.)	?	Requested Sbardella eval 9May23
North Street Bridge Study	\$100,000	\$75,000 BRIC Grant	\$25,000 from 1% Tax Fund	Design being engineered by Dubois & King
North Street Bridge Itself	Results from scoping study	Not yet	Not yet	Not yet
FEMA & ERCF Flood Buyouts (32 Marble; 110 Newton; 310 Newton; 337 Newton; 17 Burke)	varies (reimbursements)	100% Flood Resilient Communities and/or FEMA	\$0 (but significant staff time)	varies; Town has ordered asbestos testing by KAS
McConnell Rd Culvert	\$260,000	\$210,000 VTrans Structures Grant	\$50,000 from 1% Tax Fund	Application submitted 12Apr23
Wheeler Rd Bridge	??	??	??	Application submitted
Forest Dale Connector Path Scoping Study	\$50,000	\$40,000 Transportation Alternatives	\$10,000 from 1% Tax Fund	Bill to update
CONCEPT ONLY	Highway Barn & Shop	Salt Shed	Estabrook Tennis & Skate	Town Solar Array

ONGOING PROJECTS MATRIX

For 26 June 2023



TOWN of
BRANDON
VERMONT
RECREATION

June 23, 2023

- **Brandon Rec** is partnering with the **Brandon Area Toy Project** to provide the “family fun area” behind the Brandon Inn as the Neshobe PTO was not able to muster the volunteers to staff the area as a part of the **Brandon Independence Day Celebration on July 1st**.
- The Brandon Rec has partnered with **Brandon Energy Committee, Brandon Area Chamber, Otter Valley Union High School and the Brandon Museum** to produce the second annual **Davenport Electric Fest**. Honoring **Thomas Davenport**, inventor of the electric motor, the OV high school will play host to his legacy of electric motor-powered vehicles, including an Excavator! Food, bounce house, and a presentation by Dr. Thornton along with David Hammond’s operating recreation of the Davenport motor will be on display from **12-5 on July 8th**. Free entry. Learn more at davenportelectricfest.com
- **Summer Aikido with Wade-senei** registration has opened up. Runs **July 17th – September 25th** at the Otter Valley North Campus
- Brandon and Pittsford Rec are partnering **Otter Valley Field Hockey** coaches and players to once again offer a summer field hockey clinic for youth entering **grades 3 – 7. July 10-14th from 5-7 at Otter Valley**
- Brandon Independence Day Celebration is on **July 1st**. Starts with the parade at 10:00am. Event is Rain or Shine EXCEPTING the **firework display rain date is Sunday July 2nd**.
- Planning for the fall slate of Drive-in movies has begun.

Respectfully Submitted,

Bill Moore

**To: Seth Hopkins, Town Manager
Select Board Members**

Re: Appointments

Date: June 23, 2023

The following positions have terms ending June 30th. I contacted everyone with an expiring term. All incumbents are interested in reappointment. Judy Bunde has expressed interest in serving as alternate for the Revolving Loan Fund Committee.

Development Review Board - 2 seats (3-year terms ending June 30, 2026)

- Jim Des Marais
- Samantha Stone

Development Review Board Alternate - 2 seats (1-year terms ending June 30, 2024)

-
-

Revolving Loan Fund Committee - 2 seats (3-year term ending June 30, 2026)

- Wendy Bizzarro
- Catherine Wall

Revolving Loan Fund Committee Alternate - 1 seat (1-year term ending June 30, 2024)

- Judy Bunde

Rutland Region Transportation Council (1-year term ending June 30, 2024)

- Tracy Wyman

Rutland Region Transportation Council Alternate (1-year term ending June 30, 2024)

- Dan Snow

Rutland Regional Planning Commission (1-year term ending June 30, 2024)

- Jack Schneider

Rutland Regional Planning Commission Alternate (1-year term ending June 30, 2024)

-

Elaine S. Smith
Town of Brandon
49 Center Street
Brandon, VT 05733
(802) 247-3635 ext. 201
esmith@townofbrandon.com



**RUTLAND
REGIONAL
PLANNING
COMMISSION**

**RUTLAND REGION TRANSPORTATION ADVISORY COMMITTEE
CERTIFICATION**

July 1, 2023 – June 30, 2024

WE, THE LEGISLATIVE BODY OF Town of Brandon HEREBY CERTIFY THAT:

(name) Tracy Wyman

(Email required) twyman@townofbrandon.com (cell phone) 802-353-6846

(Street address) 114 Wyman Rd

(town/zip) Brandon, VT 05733 (Landline phone) 802-247-5748

IS APPOINTED AS THE **REGULAR REPRESENTATIVE** TO THE RUTLAND REGION ADVISORY COMMITTEE.

-AND-

(name) Daniel Snow

(Email required) dansnowone@gmail.com (cell phone) 802-345-3079

(Street address) 109 Nickerson Rd

(town/zip) Brandon, VT 05733 (Landline phone) _____

IS APPOINTED AS THE **ALTERNATE REPRESENTATIVE** TO THE RUTLAND REGION ADVISORY COMMITTEE.

We understand that this certification shall be submitted to the Rutland Regional Planning Commission prior to June 30, 2023, or as soon as the appointments are filled and that such submission is necessary to validate the name of the person who is empowered to vote for the Town on Committee issues.

APPROVED BY THE LEGISLATIVE BODY AT ITS MEETING OF _____

Chairperson/President/Town Clerk

If there is a change, do you wish this to take effect immediately? _____ Yes _____ No

The Opera House | 67 Merchants Row | Rutland, Vermont
P.O. Box 430 | Rutland, Vermont 05702
RutlandRPC.org | (802) 775-0871

COOPERATIVE PLANNING IN THE REGION



**RUTLAND
REGIONAL
PLANNING
COMMISSION**

REGIONAL BOARD OF COMMISSIONERS CERTIFICATION

July 1, 2023 – June 30, 2024

WE, THE LEGISLATIVE BODY OF Town of Brandon HEREBY CERTIFY THAT:

(name) Jack Schneider

(Email required) schneider@att.net (cell phone) 646-286-8158

(Street address) 7 High St

(town/zip) Brandon, VT 05733 (Landline phone) _____

IS APPOINTED AS THE **REGULAR COMMISSIONER** TO THE RUTLAND REGIONAL PLANNING COMMISSION.

-AND-

(name) _____

(Email required) _____ (cell phone) _____

(Street address) _____

(town/zip) _____ (Landline phone) _____

IS APPOINTED AS THE **ALTERNATE COMMISSIONER** TO THE RUTLAND REGIONAL PLANNING COMMISSION.

We understand that this certification shall be submitted to the Rutland Regional Planning Commission prior to June 30, 2023, or as soon as the appointments are filled and that such submission is necessary to validate the name of the person who is empowered to vote for the Town on Commission issues.

APPROVED BY THE LEGISLATIVE BODY AT ITS MEETING OF _____

Chairperson/President/Town Clerk

If there is a change, do you wish this to take effect immediately? _____ Yes _____ No

The Opera House | 67 Merchants Row | Rutland, Vermont
P.O. Box 430 | Rutland, Vermont 05702
RutlandRPC.org | (802) 775-0871

COOPERATIVE PLANNING IN THE REGION

The Town of
BRANDON, VERMONT
 49 Center Street
 Brandon, VT 05733
 (802) 247-3635

INVITATION FOR BIDS

Date: May 22, 2023

Brief Description: FY 2023/2024 Paving Projects for the following roads in Brandon per listing below:

Sealed bids for furnishing the above item will be received at the Office of the Town Manager of the Town of Brandon, Vermont, at the above address, until Tuesday, June 20, 2023 at 1:00 PM. At that time, they will be opened and read. Proposals should be in a sealed envelope marked Brandon Paving Bid. Contractors must list cost per ton of asphalt in place and the estimated amount of tons to be used. Finally, there must be an overall total bid price submitted, to include all paving. All materials must meet State specifications for each component material. The Town will accept and consider bids both (a) contemplating the use of virgin mixes AND (b) including 15% RAP in the proposed paving mix. Contractors must provide proof of certificate of insurance with their bids. ✓

<u>Roads to be paved:</u>	<u>Amount in tons</u>	<u>Estimated Length and Width</u>	<u>Asphalt Cost per Ton</u>	<u>Cost</u>
1. Arnold District Road 7,392 feet				
(a) No RAP	2,215 _T	21.5' x 7,392'	\$ 86.47	\$ 191,531.05
(b) 15% RAP	2,215 _T	21.5' x 7,392'	\$ 81.47	\$ 180,456.05

- *Arnold District Road will receive a 3/4" shim and a 1 1/2" top.*

TOTAL BID PRICE FOR PAVING

(a) No RAP \$ 191,531.05

(b) 15% RAP \$ 180,456.05


 Signature

6/20/23
 Date

TIMOTHY RICE
 Name (please print)

WILK PAVING, INC.
 Company Name

PO BOX 154 CENTER RUTLAND, VT 05736
 Address

tim@wilkpaving.com
 Email

802 438-5454
 Telephone No.

802 438 5183
 Fax No.

Loan and Note Modification Agreement

This Loan and Note Modification Agreement (“Agreement”), made this _____ day of _____, 2023 amends and supplements the Documents and the Note as defined below. This Agreement is attached and made a part of the Note.

1. **The Bank:**

Bar Harbor Bank & Trust, a Maine banking corporation having a principal place of business in Bar Harbor, Maine (mailing address: 82 Main Street, Bar Harbor, Maine 04609) (hereinafter “Bank”).

2. **The Note:**

Promissory Note dated 05/09/2022 by Borrower(s) to Bank in the original face amount of **\$1,000,000.00** and presently known as Bar Harbor Bank & Trust Loan #**33405929** (hereinafter “Note”).

The principal balance due on the Note as of the date of this Agreement is *\$1,000,000.00*.

3. **The Borrower:**

Reference is made to a certain promissory note given by **Town of Brandon** of Brandon, County of Rutland and State of Vermont (hereinafter “Borrower(s)”).

4. **The Documents:**

Refers to the Note, Security Agreement, Guaranty agreements, and all other related documents, contracts or agreements by and between the Borrower and the Bank arising from or otherwise related to the loan from Bank to Borrower(s) evidenced by the Note, including, but not limited to, any prior modification agreements (the “Documents”).

a) The Documents shall remain in full force and effect and shall continue to secure the Note as amended by this Agreement.

b) In all other respects, the Documents shall remain in full force and effect and unmodified.

c) The Guarantors, if any, by signing below, accept and expressly agree to the terms of this Agreement.

d) If the terms set forth herein are inconsistent with any prior modifications or Documents, the parties agree that the terms set forth herein shall govern.

e) All covenants, agreements, stipulations and conditions in said Documents shall be and remain in full force and effect except as herein modified, and none of the Borrower’s or any guarantor’s obligations or liabilities under said Documents shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Bank’s rights under or remedies under the Documents, whether such rights or remedies arise thereunder or by operation by law. Also, all rights of recourse to which the Bank is presently entitled against any property or any other persons in any way obligated for or liable under the Documents, are expressly reserved by the Bank.

f) Borrower(s) and Guarantors agree(s) to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Bank, shall bind and inure to the heirs, executors, administrators, successors and assigns of the Borrower(s) and any Guarantor as applicable.

5. **The Modifications:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Documents):

Upon the Bank's receipt of the properly executed Agreement, the Bank and Borrower(s) hereby agree:

a) Change in Interest Rate

The current interest rate of 3.15% is hereby changed to 5.80%. Said change is effective with respect to all outstanding balances of the Note, commencing with the payment due 07/30/2023.

b) Change in Maturity Date

It is hereby agreed that the Maturity Date shall change **from 06/30/2023 to 10/30/2023**. All other terms and conditions shall remain in full force and effect. If on the maturity date of the Note or at the date the Note is paid in full if paid in advance of maturity, the Borrower(s) still owe amounts under the Note and Documents, as amended by this Agreement, such amounts are due and payable in full.

6. **Additional Provisions:**

If all or any part of property pledged as collateral for the Note and Documents or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower(s) is not a natural person) without the Bank's prior written consent, the Bank may, at its option, require immediate payment in full of all sums secured by the Documents.

If the Bank exercises this option, the Bank shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums secured by the Documents. If the Borrower(s) fails to pay these sums prior to the expiration of this period, the Bank may invoke any remedies permitted by the Documents without further notice or demand on the Borrower(s).

The Borrower(s) will comply with all other covenants, agreements, and requirements of the Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Documents.

Each Borrower, guarantor and endorser of this agreement who is a natural person authorizes Bank to obtain credit information, from time to time, about any such Borrower, guarantor or endorser by requesting a credit report. The authorization contained in this paragraph shall constitute the consent required by 9 V.S.A. § 2480e to the extent such statute is applicable to any such Borrower, guarantor or endorser.

This Note modification is only a revision and not a novation of the Note. Except as stated in this Amendment to Promissory Note, all of the terms, covenants, provisions, conditions and warranties contained in the Note are hereby affirmed and ratified. Nothing in the Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Note or any of the Documents except as otherwise specifically provided in this Agreement.

7. **Release of the Bank:** Each Borrower and any guarantor hereby confirm that as of the date hereof neither has any claim, set-off, counterclaim, defense, or other cause of action against the Bank including, but not

limited to, a defense of usury, any claim or cause of action at common law, in equity, statutory or otherwise, in contract or in tort, for fraud, malfeasance, misrepresentation, financial loss, usury, deceptive trade practice, or any other loss, damage or liability of any kind, including, without limitation, any claim to exemplary or punitive damages arising out of any transaction between any Borrower and any guarantor and the Bank. To the extent that any such set-off, counterclaim, defense, or other cause of action may exist or might hereafter arise based on facts known or unknown that exist as of this date, such set-off, counterclaim, defense and other cause of action is hereby expressly and knowingly waived and released by any Borrower and any guarantor. Any Borrower and any guarantor acknowledge that this release is part of the consideration to the Bank for the financial and other accommodations granted by the Bank in this Agreement, including, without limitation, the modification.

8. **JURY WAIVER: BORROWER(S) AND EACH GUARANTOR AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. BORROWER(S) AND EACH GUARANTOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**

9. **Miscellaneous Terms.** Delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image, or other electronic means, shall be as effective as delivery of an originally executed counterpart hereof. The parties hereto agree that “execution,” “signed,” “signature,” and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the Vermont Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary. The failure of any guarantor to execute this Agreement, or any counterpart hereof, shall not relieve Borrower from its obligations hereunder or relieve any guarantor of its obligation under such guarantor’s guaranty. Bank has acted in good faith and in a commercially reasonable manner in negotiating with Borrower with respect to this Agreement and the Documents. Borrower has not relied on any oral or written representations not expressly set forth herein or of any employee of, or agent or attorney for Bank in entering into this Agreement and has voluntarily entered into this Agreement and the Documents.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER(S) AND EACH GUARANTOR READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT. BORROWER(S) AND EACH GUARANTOR AGREES TO THE TERMS OF THIS AGREEMENT.

Executed this _____ day of _____, 2023.

BORROWER: Town of Brandon

By: Brian Coolidge
Select Board Member

By: Tim Guiles
Select Board Member

By: Heather Nelson,
Select Board Member

By: Cecil Reniche-Smith
Select Board Member

By: Tracy Wyman
Select Board Member

LENDER: BAR HARBOR BANK & TRUST

By: _____
Karen D. Lynch, Senior Vice President
Duly Authorized

Loan and Note Modification Agreement

This Loan and Note Modification Agreement (“Agreement”), made this _____ day of _____, 2023 amends and supplements the Documents and the Note as defined below. This Agreement is attached and made a part of the Note.

1. **The Bank:**

Bar Harbor Bank & Trust, a Maine banking corporation having a principal place of business in Bar Harbor, Maine (mailing address: 82 Main Street, Bar Harbor, Maine 04609) (hereinafter “Bank”).

2. **The Note:**

Promissory Note dated 06/01/2017 by Borrower(s) to Bank in the original face amount of **\$2,780,000.00** and presently known as Bar Harbor Bank & Trust Loan # **33405934** (hereinafter “Note”).

The principal balance due on the Note as of the date of this Agreement is **\$2,293,938.12**.

3. **The Borrower:**

Reference is made to a certain promissory note given by **Town of Brandon** of Brandon, County of Rutland and State of Vermont (hereinafter “Borrower(s)”).

4. **The Documents:**

Refers to the Note, Security Agreement, Guaranty agreements, and all other related documents, contracts or agreements by and between the Borrower and the Bank arising from or otherwise related to the loan from Bank to Borrower(s) evidenced by the Note, including, but not limited to, any prior modification agreements (the “Documents”).

a) The Documents shall remain in full force and effect and shall continue to secure the Note as amended by this Agreement.

b) In all other respects, the Documents shall remain in full force and effect and unmodified.

c) The Guarantors, if any, by signing below, accept and expressly agree to the terms of this Agreement.

d) If the terms set forth herein are inconsistent with any prior modifications or Documents, the parties agree that the terms set forth herein shall govern.

e) All covenants, agreements, stipulations and conditions in said Documents shall be and remain in full force and effect except as herein modified, and none of the Borrower’s or any guarantor’s obligations or liabilities under said Documents shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Bank’s rights under or remedies under the Documents, whether such rights or remedies arise thereunder or by operation by law. Also, all rights of recourse to which the Bank is presently entitled against any property or any other persons in any way obligated for or liable under the Documents, are expressly reserved by the Bank.

f) Borrower(s) and Guarantors agree(s) to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Bank, shall bind and inure to the heirs, executors, administrators, successors and assigns of the Borrower(s) and any Guarantor as applicable.

5. **The Modifications:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Documents):

Upon the Bank's receipt of the properly executed Agreement, the Bank and Borrower(s) hereby agree:

a) Change in Interest Rate

The current interest rate of 4.34% is hereby changed to 5.80%. Said change is effective with respect to all outstanding balances of the Note, commencing with the payment due 07/30/2023.

b) Change in Maturity Date

It is hereby agreed that the Maturity Date shall change **from 06/30/2023 to 10/30/2023**. All other terms and conditions shall remain in full force and effect. If on the maturity date of the Note or at the date the Note is paid in full if paid in advance of maturity, the Borrower(s) still owe amounts under the Note and Documents, as amended by this Agreement, such amounts are due and payable in full.

6. **Additional Provisions:**

If all or any part of property pledged as collateral for the Note and Documents or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower(s) is not a natural person) without the Bank's prior written consent, the Bank may, at its option, require immediate payment in full of all sums secured by the Documents.

If the Bank exercises this option, the Bank shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums secured by the Documents. If the Borrower(s) fails to pay these sums prior to the expiration of this period, the Bank may invoke any remedies permitted by the Documents without further notice or demand on the Borrower(s).

The Borrower(s) will comply with all other covenants, agreements, and requirements of the Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Documents.

Each Borrower, guarantor and endorser of this agreement who is a natural person authorizes Bank to obtain credit information, from time to time, about any such Borrower, guarantor or endorser by requesting a credit report. The authorization contained in this paragraph shall constitute the consent required by 9 V.S.A. § 2480e to the extent such statute is applicable to any such Borrower, guarantor or endorser.

This Note modification is only a revision and not a novation of the Note. Except as stated in this Amendment to Promissory Note, all of the terms, covenants, provisions, conditions and warranties contained in the Note are hereby affirmed and ratified. Nothing in the Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Note or any of the Documents except as otherwise specifically provided in this Agreement.

7. **Release of the Bank:** Each Borrower and any guarantor hereby confirm that as of the date hereof neither has any claim, set-off, counterclaim, defense, or other cause of action against the Bank including, but not

limited to, a defense of usury, any claim or cause of action at common law, in equity, statutory or otherwise, in contract or in tort, for fraud, malfeasance, misrepresentation, financial loss, usury, deceptive trade practice, or any other loss, damage or liability of any kind, including, without limitation, any claim to exemplary or punitive damages arising out of any transaction between any Borrower and any guarantor and the Bank. To the extent that any such set-off, counterclaim, defense, or other cause of action may exist or might hereafter arise based on facts known or unknown that exist as of this date, such set-off, counterclaim, defense and other cause of action is hereby expressly and knowingly waived and released by any Borrower and any guarantor. Any Borrower and any guarantor acknowledge that this release is part of the consideration to the Bank for the financial and other accommodations granted by the Bank in this Agreement, including, without limitation, the modification.

8. **JURY WAIVER: BORROWER(S) AND EACH GUARANTOR AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. BORROWER(S) AND EACH GUARANTOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**
9. **Miscellaneous Terms.** Delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image, or other electronic means, shall be as effective as delivery of an originally executed counterpart hereof. The parties hereto agree that “execution,” “signed,” “signature,” and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the Vermont Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary. The failure of any guarantor to execute this Agreement, or any counterpart hereof, shall not relieve Borrower from its obligations hereunder or relieve any guarantor of its obligation under such guarantor’s guaranty. Bank has acted in good faith and in a commercially reasonable manner in negotiating with Borrower with respect to this Agreement and the Documents. Borrower has not relied on any oral or written representations not expressly set forth herein or of any employee of, or agent or attorney for Bank in entering into this Agreement and has voluntarily entered into this Agreement and the Documents.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER(S) AND EACH GUARANTOR READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT. BORROWER(S) AND EACH GUARANTOR AGREES TO THE TERMS OF THIS AGREEMENT.

Executed this _____ day of _____, 2023.

BORROWER: Town of Brandon

By: Brian Coolidge
Select Board Member

By: Tim Guiles
Select Board Member

By: Heather Nelson,
Select Board Member

By: Cecil Reniche-Smith
Select Board Member

By: Tracy Wyman
Select Board Member

LENDER: BAR HARBOR BANK & TRUST

By: _____
Karen D. Lynch, Senior Vice President
Duly Authorized



BLANKET PAYROLL AUTHORIZATION
FOR FISCAL YEAR ENDING 30 JUNE 2024

Pursuant to 24 VSA §1623 (a) (2), the Selectboard of the Town of Brandon authorizes the Treasurer of the Town of Brandon to make payroll payments to the following individuals at the rates approved and set forth below. This authorization is effective through the close of the current fiscal year on 30 June 2024 unless earlier modified or revoked by vote of the Selectboard.

SALARIED STAFF: Annual amounts to be paid in 26 installments

Table with 4 columns: Name, Amount, Name, Amount. Rows include Gage, Susan M (\$80,000), Hopkins, Seth M (\$75,000), Kachajian, David W (\$92,820), and Moore, William III (\$70,000).

HOURLY STAFF: Regular hourly wage for permanent full- and part-time employees

Table with 6 columns: Name, Rate, Name, Rate, Name, Rate. Lists various staff members and their hourly wages, such as Alnwick, Aidan C (\$26.27) and Kelleher, Ethan (\$18.50).

OCCASIONAL STAFF: Non-contracted; elected/appointed/seasonal

Table with 4 columns: Role, Rate, Role, Rate. Includes Board of Civil Authority (12) at \$13.18 per hour, Summer camp staff (5) at \$15 per hour, and Selectboard members (5) at \$1,200 each per year.

The Town of Brandon Personnel Policy and the Collective Bargaining Agreements with the New England Police Benevolent Association and the American Federation of State, County and Municipal Employees terms apply.

ADOPTED this 26th day of June, 2023.

SIGNATURES of SELECTBOARD:

Five horizontal lines for signatures.

June 24, 2022

FY 22-23 YEAR END NOTES

GASB 54 defines Assigned Funds as amounts that are intended to be used by the Town for specific purposes as authorized by the Selectboard. The Fund Balance Policy explains this in further detail.

We are requesting the following funds to be Assigned:

No Funds are being requested for Fiscal Year 2022-2023.

The following require no action by the Selectboard, this is for information only:

Restricted Funds that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Our Restricted Funds are:

Records Preservation

Prepaid Expenses

Recreation Donations:

- Dog Park -donations
- Hawk Hill -donations
- Carnival -donations
- Brandon Ski Club Donation
- Cheerleading -donation
- Basketball – donations
- Football -donations
- EV Festival - donations

06/23/23
11:59 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63669 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 06/26/23 To 06/26/23

Page 1 of 6
Jacolyn

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
200263 ALDRICH & ELLIOTT, PC	06/01/23	WWTF upgrad step III 81368	40-5-20-20120 Engineering	8717.73	52534	06/26/23
100015 ALLEN ENGINEERING & CHEMI	06/14/23	chlorine 1CS50010501	20-5-55-50120 Sodium Hypochorite	1055.00	52535	06/26/23
100619 ALLIED AUTO PARTS	06/05/23	rust protection 843304	10-5-15-41160 HW Maint. Supplies-Vehicl	212.99	52536	06/26/23
310075 ATLANTIC TACTICAL INC	06/06/23	firearms SI-80804978	10-5-14-30120 Professional Supplies	2117.88	52537	06/26/23
100605 BAR HARBOR BANK & TRUST	06/15/23	WWTF BAN int pymt 5929-6/30	20-5-55-60100 Interest Exp - Short Term	1812.33	52538	06/26/23
100605 BAR HARBOR BANK & TRUST	06/15/23	WWTF BAN int. pymt 5934- 6/30	20-5-55-60100 Interest Exp - Short Term	8088.48	52538	06/26/23
311015 BEN'S UNIFORMS	06/15/23	shirts 113913	10-5-14-10320 Clothing Allowance	176.00	52539	06/26/23
311195 BRANDON BAKERY & PIZZA LL	06/20/23	RLF proceeds 6/20/23	37-5-10-10110 Grant Administration	40000.00	52532	06/20/23
100280 BRANDON LUMBER & MILLWORK	06/01/23	stud sensor 986469/3	10-5-22-43100 Town Office	26.99	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/05/23	silicone, fasteners 987206/3	10-5-22-43150 Town Hall Repair/Maint.	45.97	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/05/23	silicone 987212/3	10-5-22-43150 Town Hall Repair/Maint.	12.99	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/07/23	reflectors 987682/3	10-5-15-46130 Culverts	7.98	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/12/23	hose, nozzle 988417/3	20-5-55-43160 Maint. Supplies - General	60.98	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/13/23	hose brass 988687/3	20-5-55-43160 Maint. Supplies - General	13.99	52540	06/26/23
100280 BRANDON LUMBER & MILLWORK	06/19/23	splice, connector, tape 989525/3	20-5-55-43160 Maint. Supplies - General	25.17	52540	06/26/23
200218 BRANDON REPORTER	05/31/23	DRB, tax notice, Rec 5/31/23	10-5-18-10330 Advertising/Recruitment	285.00	52541	06/26/23
200218 BRANDON REPORTER	05/31/23	DRB, tax notice, Rec 5/31/23	10-5-10-30310 Legal Advertising	71.50	52541	06/26/23
200218 BRANDON REPORTER	05/31/23	DRB, tax notice, Rec 5/31/23	10-5-12-30310 Legal Advertising	58.50	52541	06/26/23
300967 BRANDON, TOWN OF	06/21/23	water @ Estabrook EST 06/21/23	10-5-22-42120 Bldgs & Grounds Water Fee	66.63	52542	06/26/23
300967 BRANDON, TOWN OF	06/21/23	water @ Police Dept. PD 06/21/23	10-5-22-42120 Bldgs & Grounds Water Fee	76.44	52542	06/26/23
300967 BRANDON, TOWN OF	06/21/23	water @ Town Hall TH 06/21/23	10-5-22-42120 Bldgs & Grounds Water Fee	79.44	52542	06/26/23
300967 BRANDON, TOWN OF	06/21/23	water @ Tow Office TO 06/21/23	10-5-22-42120 Bldgs & Grounds Water Fee	100.62	52542	06/26/23
300967 BRANDON, TOWN OF	06/21/23	water @ Wastewater WW 06/21/23	20-5-55-42120 Water	1453.03	52542	06/26/23
100462 CASELLA WASTE MANAGEMENT	06/01/23	May trucking of sludge 2864554	20-5-55-50170 Trucking	2152.50	52543	06/26/23
300296 CHAMPLAIN VALLEY EQUIPMEN	05/23/23	repairs to skid-steer WM43706	10-5-15-41180 HW Outside Maint. - Vehic	5699.36	52544	06/26/23

All Invoices For Check Acct 01(10 General Fund) 06/26/23 To 06/26/23

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301503	06/07/23	diesel fuel 617348	10-5-15-41130 Fuel - Vehicles HW	887.94	52545	06/26/23
301503	06/14/23	diesel fuel 617807	10-5-15-41130 Fuel - Vehicles HW	377.51	52545	06/26/23
300799	06/01/23	rebuild Carver pump stat 3842	20-5-55-20240 Contractors	3020.00	52546	06/26/23
300799	06/01/23	rebuild Carver pump stat 3842	20-5-55-41110 New Equipment-Misc Tools	2851.37	52546	06/26/23
300799	06/19/23	industrial park alarm 3857	20-5-55-41110 New Equipment-Misc Tools	4624.55	52546	06/26/23
300799	06/19/23	industrial park alarm 3857	20-5-55-20240 Contractors	990.00	52546	06/26/23
300799	06/19/23	Country Club alarm 3858	20-5-55-20240 Contractors	990.00	52546	06/26/23
300799	06/19/23	Country Club alarm 3858	20-5-55-41110 New Equipment-Misc Tools	4674.55	52546	06/26/23
100411	06/17/23	reimb license fee 06/17/23	20-5-55-20530 Licenses & Fees	150.00	52547	06/26/23
310097	06/02/23	service 06/09 - 07/08 06/02/23	10-5-18-42100 Recreation Telephone	141.34	52548	06/26/23
310097	06/09/23	service 06/16 - 07/15 06/09/23	10-5-10-42100 Telephone Exp. Admin.	94.80	52549	06/26/23
310037	06/06/23	service May 06 to Jun 06 06/06/23	10-5-15-42100 HW Telephone	130.75	52550	06/26/23
310037	06/06/23	service: May 06 to Jun 05 PD 06/06/23	10-5-14-42100 PD Telephone Service	50.74	52550	06/26/23
311049	05/30/23	repair/paint D&K building 05/30/23	10-5-15-90300 Sidewalks	700.00	52551	06/26/23
100456	06/13/23	Union St Design PR #11 623128	46-5-21-20120 Union Sidewalk Engineer	4421.82	52552	06/26/23
300466	06/06/23	portable toilet fee 80501	10-5-18-43130 Estabrook	135.00	52553	06/26/23
300466	06/14/23	septic truck @ Carver PS 80809	20-5-55-20240 Contractors	1170.00	52553	06/26/23
100494	06/19/23	testing 06/19/23	20-5-55-22120 Testing	270.00	52554	06/26/23
100494	06/14/23	testing 449971	20-5-55-22120 Testing	25.00	52554	06/26/23
100650	06/03/23	boots 024693465	10-5-14-30120 Professional Supplies	192.79	52555	06/26/23
311128	05/30/23	fuel line hose 199030	10-5-15-41160 HW Maint. Supplies-Vehicl	2.09	52556	06/26/23
311128	06/06/23	hydraulic filter 199328	10-5-15-41160 HW Maint. Supplies-Vehicl	32.97	52556	06/26/23
311128	06/14/23	battery for excavator 199741	10-5-15-41160 HW Maint. Supplies-Vehicl	292.78	52556	06/26/23
311128	06/16/23	parts for flusher 199835	20-5-55-43160 Maint. Supplies - General	169.27	52556	06/26/23
310233	06/02/23	7 Conant Sq lighting 06/23 047828	10-5-22-42130 Bldgs & Grounds Electric	34.69	52557	06/26/23

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310233	06/05/23	GREEN MOUNTAIN POWER Central Park, lights 06/23 170028	10-5-22-42130 Bldgs & Grounds Electric	635.14	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER Estabrook Park 06/23 240302	10-5-22-42130 Bldgs & Grounds Electric	64.43	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER Carver St pump station 06/23 290502	20-5-55-42130 Electric	46.29	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER Green Park 06/23 317702	10-5-22-42130 Bldgs & Grounds Electric	25.19	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER Country Club pump station 06/23 338602	20-5-55-42130 Electric	29.96	52557	06/26/23
310233	06/02/23	GREEN MOUNTAIN POWER 7 Conant Sq car chargers 06/23 339840	10-5-22-42500 Electric EV Car Stations	77.39	52557	06/26/23
310233	06/07/23	GREEN MOUNTAIN POWER Town Hall 06/23 451302	10-5-22-42130 Bldgs & Grounds Electric	213.56	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER Brookdale pump station 06/23 467702	20-5-55-42130 Electric	32.10	52557	06/26/23
310233	06/02/23	GREEN MOUNTAIN POWER Crescent Park 06/23 737937	10-5-22-42130 Bldgs & Grounds Electric	171.99	52557	06/26/23
310233	06/07/23	GREEN MOUNTAIN POWER Police Station 06/23 822212	10-5-22-42130 Bldgs & Grounds Electric	9.72	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER street lights 06/23 851302	10-5-22-42130 Bldgs & Grounds Electric	3097.68	52557	06/26/23
310233	06/05/23	GREEN MOUNTAIN POWER WWTP security light 06/23 860302	20-5-55-42130 Electric	27.57	52557	06/26/23
310233	06/07/23	GREEN MOUNTAIN POWER Champlain St pump station 06/23 867202	20-5-55-42130 Electric	110.99	52557	06/26/23
101060	06/19/23	HANDCUFF WAREHOUSE wrist restraints 468301	10-5-14-30120 Professional Supplies	578.55	52559	06/26/23
301065	05/18/23	HARDING, MARTIN mulch hay 073898	10-5-15-46130 Culverts	200.00	52560	06/26/23
310552	06/16/23	INNOVATIVE SURFACE SOLUTI Proguard Mag PS-INV000947	10-5-15-46150 Chloride	5374.79	52561	06/26/23
310335	06/14/23	KAS, INC FEMA Asbestos insp-3 hous 305230412-1	56-5-06-20200 Newton Rd Flood-Legal	1713.75	52562	06/26/23
		FEMA buyouts Asbestos testing: 17 Burke Park, 301 Newton Rd and 337 Newton Rd.				
310259	06/19/23	KOFILE INC 1r vol #256 & paper 011390	10-5-13-30123 Records Preservation	505.39	52563	06/26/23
100029	06/15/23	LAWES AGRICULTURAL SERVIC use of tractor & brushhog 31082	10-5-22-43130 Recreation Field Maint.	200.00	52564	06/26/23
311176	06/21/23	LILY WHITE CLEANING SERVI cleaning June 12th - 21st 062123	10-5-22-10130 Admin Custodian	367.50	52565	06/26/23
311176	06/21/23	LILY WHITE CLEANING SERVI cleaning June 12th - 21st 062123	10-5-22-10120 PD Custodian	140.00	52565	06/26/23
310406	06/09/23	LINSTAR id cards 113547	10-5-14-10320 Clothing Allowance	38.40	52566	06/26/23
310630	05/14/23	MASTERCARD 2 shipments dog food 44749-5	10-5-14-40440 Police Dog Expenses	147.55	52533	06/23/23
310630	05/11/23	MASTERCARD Town Clock Motor 44961	10-5-22-43140 Town Clock Maint.	1426.47	52533	06/23/23

06/23/23
11:59 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63669 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 06/26/23 To 06/26/23

Page 4 of 6
Jacolyn

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
310630	05/02/23	Business cards	10-5-10-30110	37.44	52533	06/23/23
		44962	Office Supplies			
310630	05/01/23	computer,battery backup,	10-5-18-60100	39.55	52533	06/23/23
		44963	Seminary Hill			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/01/23	computer,battery backup,	10-5-22-43080	33.99	52533	06/23/23
		44963	Highway Bldg Maint			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/01/23	computer,battery backup,	20-5-55-30110	74.99	52533	06/23/23
		44963	Office Supplies			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/01/23	computer,battery backup,	20-5-55-22120	93.64	52533	06/23/23
		44963	Testing			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/01/23	computer,battery backup,	10-5-10-30110	13.98	52533	06/23/23
		44963	Office Supplies			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/01/23	computer,battery backup,	10-5-10-30210	1306.57	52533	06/23/23
		44963	Office Equipment			
		WW sample cooler & ice packs, USB flash drive, swing				
310630	05/04/23	baseball equipment	10-5-18-30070	433.96	52533	06/23/23
		44964	Little League Expenses			
310630	05/10/23	cable,flag pole kits,cont	10-5-21-75000	722.54	52533	06/23/23
		44965	Economic Development			
310630	05/10/23	cable,flag pole kits,cont	10-5-18-20600	100.99	52533	06/23/23
		44965	Equipment /Supplies			
310630	05/10/23	cable,flag pole kits,cont	10-5-18-43140	218.83	52533	06/23/23
		44965	Town Hall			
310630	05/04/23	Sig Training - JM	10-5-14-10340	330.00	52533	06/23/23
		45118	Professional Development			
310630	05/18/23	I Pad, keyboard	10-5-14-30210	915.33	52533	06/23/23
		45119	Office Equipment			
310630	05/19/23	shop vac	10-5-14-30210	70.96	52533	06/23/23
		45120	Office Equipment			
310630	05/22/23	Baton & holder	10-5-14-30120	231.30	52533	06/23/23
		45122	Professional Supplies			
311194	06/12/23	ADA door operators @ TC	10-5-22-43100	9041.50	52567	06/26/23
		3243	Town Office			
310721	06/23/23	officiating	10-5-18-30070	110.00	52568	06/26/23
		06/23/23	Little League Expenses			
310796	06/17/23	lease 07/01/23 - 07/31/23	10-5-10-30130	102.00	52569	06/26/23
		80148164	Service Contracts			
310795	06/22/23	service contract printers	10-5-10-30130	86.21	52570	06/26/23
		IN555028	Service Contracts			
310795	06/22/23	service contract copiers	10-5-10-30130	130.00	52570	06/26/23
		IN555029	Service Contracts			
100910	06/05/23	paint	10-5-15-41160	71.17	52571	06/26/23
		025259/1	HW Maint. Supplies-Vehicl			
310530	06/13/23	Estabrook lighting	10-5-22-43210	2357.05	52572	06/26/23
		2358	Estabrook Bldg Maint			

06/23/23
11:59 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63669 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 06/26/23 To 06/26/23

Page 5 of 6
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310736	06/21/23	POCKETTE PEST CONTROL pest control: storage 27643	10-5-18-20500 Storage Unit Supply/Maint	50.00	52573	06/26/23
310736	06/21/23	POCKETTE PEST CONTROL pest control: Town Hall 27645	10-5-22-43150 Town Hall Repair/Maint.	40.00	52573	06/26/23
310736	06/21/23	POCKETTE PEST CONTROL pest control: Town Office 27646	10-5-22-43100 Town Office	70.00	52573	06/26/23
310736	06/21/23	POCKETTE PEST CONTROL pest control: Police Dept 27647	10-5-22-43090 PD Bldg Maint.	65.00	52573	06/26/23
301147	04/10/23	RED DIAMOND UNIFORM POLIC body armor carrier 00186157-0	10-5-14-10320 Clothing Allowance	144.98	52574	06/26/23
300375	06/21/23	RUTLAND CITY May sludge processing 33790 SLUDG	20-5-55-50160 Sludge Disposal	6300.00	52575	06/26/23
100491	06/14/23	RUTLAND HERALD DRB meeting 300199148	10-5-12-30310 Legal Advertising	108.20	52576	06/26/23
301989	06/23/23	STANLEY, BRIAN officiating 06/23/23	10-5-18-30070 Little League Expenses	110.00	52577	06/26/23
310921	06/20/23	STEARNS SERVICES LLC consulting fee 1192	10-5-10-30130 Service Contracts	360.00	52578	06/26/23
200277	06/05/23	THUNDER TOWING & AUTO REC service 70687	10-5-14-41180 PD Vehicle Maintenance	191.15	52579	06/26/23
200277	06/08/23	THUNDER TOWING & AUTO REC service 70691	10-5-14-41180 PD Vehicle Maintenance	817.80	52579	06/26/23
200277	06/20/23	THUNDER TOWING & AUTO REC service 70703	10-5-14-41180 PD Vehicle Maintenance	300.00	52579	06/26/23
310534	06/23/23	TRAYNOR, NATHAN J officiating 06/23/23	10-5-18-30070 Little League Expenses	245.00	52580	06/26/23
301518	06/05/23	UNITED AG & TURF packing 10028745	10-5-15-41160 HW Maint. Supplies-Vehicl	2.84	52581	06/26/23
330348	06/13/23	VERIZON WIRELESS service May 14 - Jun 13 9937259890	10-5-21-10310 Travel & Expenses	20.13	52582	06/26/23
330348	06/13/23	VERIZON WIRELESS service May 14 - Jun 13 9937259890	10-5-18-42100 Recreation Telephone	20.14	52582	06/26/23
330348	06/13/23	VERIZON WIRELESS service May 14 - Jun 13 9937259890	10-5-14-42100 PD Telephone Service	40.27	52582	06/26/23
330348	06/13/23	VERIZON WIRELESS service May 14 - Jun 13 9937259890	10-5-15-42100 HW Telephone	40.27	52582	06/26/23
330348	06/13/23	VERIZON WIRELESS service May 14 - Jun 13 9937259890	20-5-55-42100 Wastewater Telephone	40.27	52582	06/26/23
100067	06/15/23	VLCT training - Savela 1281	10-5-10-10340 Professional Development	20.00	52583	06/26/23

06/23/23

TOWN OF BRANDON Accounts Payable

11:59 am

Check Warrant Report # 63669 Current Prior Next FY Invoices

Jacelyn

All Invoices For Check Acct 01(10 General Fund) 06/26/23 To 06/26/23

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				139589.92		

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 \$ ***139,589.92
Let this be your order for the payments of these amounts.
