

**Brandon Select Board Meeting**  
**October 9, 2023**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, October 9, 2023 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items on this agenda.

**ZOOM: Meeting ID (253 279 4161)**

- 1) Call to Order
  - a) Adopt Agenda (posted or as amended)
- 2) Approval of Minutes
  - a) Select Board Meeting Minutes – September 25, 2023
- 3) Town Manager's Report
- 4) Rec Director's Report
- 5) Public Comment and Participation
- 6) Update from Otter Creek Communications Union District Representative
- 7) Discuss Public Car Charging Station Fee Structure and Warranty Status
- 8) Approve Corrected CWSRF Amount for Vermont Bond Bank
- 9) Fiscal
  - a) Warrant – October 9, 2023 - \$455,428.55
  - b) Purchase Order 45158 for Grant Funded Police Motor Cycle - \$18318.00
- 10) Executive Session

The appointment or employment or evaluation of a public officer or employee, to exclude the Town Manager per 1 V.S.A. § 313(3)(a)(3).
- 11) Appointment of Budget Committee for New Budget Committee Session
- 12) Adjournment

**Brandon Select Board Meeting  
September 25, 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, Heather Nelson, Cecil Reniche-Smith

**Others In Attendance:** Seth Hopkins, Bill Moore, Ralph Ethier, Jeff Dardozzi, Neil Silins, Doug Bailey, Marielle Blais, Bernie Carr, Jan Coolidge, Steven Jupiter, Frank Briscoe, Joy Marcotte, Jim Emerson

**Others in Attendance via Zoom:** Jack Schneider, Tricia Welch, Barbara Smith-White, Bruce Jenson, Nita Hanson, Thomas Kilpeck, Paul Marr-Hilliard

**1. Call to order**

The meeting was called to order by Tracy Wyman - Board Chair at 7:02PM.

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

**2. Approval of Minutes**

**a) Select Board Meeting Minutes – September 11, 2023**

**Motion** by Cecil Reniche-Smith/Brian Coolidge to approve the minutes of the September 11, 2023, Select Board meeting as amended. **The motion passed with one no vote – Tim Guiles.**

A correction to Heather Nelson's name in the Agenda Adoption motion.

**3. Town Manager's Report**

A Town Manager's report was provided by Seth Hopkins and is available for viewing in the Board packet on the Town's website.

Mr. Hopkins highlighted the following from his submitted report:

Jackie Savela has been working on payment plans for delinquent taxes, water, and sewer and approximately \$70,000 has been collected since the last meeting and payment plans have been scheduled. There was time spent working on the parking lot grant that has been submitted and the Town will find out soon about this item. The McConnell Road Structures grant will be held off until the next grant cycle noting the Town is 21<sup>st</sup> in the ranking for the grant and they only funded 17 grants this cycle. The Town will look to re-apply during the next cycle.

Doug Bailey stated as a Brandon resident he likes seeing the parking lot finished as it had been a while since going to the voters regarding this property. It took a long time to get to the finished stage, but it looks nice and is great downtown parking.

Jan Coolidge questioned the status of the Arnold District Road. Seth Hopkins reported the rebuild has been done, but when the flooding happened, the project was suspended. The road paving company has advised it will be completed in the 2<sup>nd</sup> or 3<sup>rd</sup> week of October.

**4. Rec Director's Report**

A Rec Directors report was provided by Bill Moore and is available for viewing in the Board packet on the Town's website.

Bill Moore provided an overview of his report:

. Planning for winter basketball has begun. Attended two meetings last week to work with regional partners around aligning goals, best practices and even more in the way of collaboration with the Pittsford Rec and Otter Valley.

. Working with those same partners to create the inaugural “Otter Jamboree” as an end of the year tournament for our youth soccer kids in grades 3 – 6. This will be held on October 22<sup>nd</sup> at the Pittsford Rec area.

. Thank you in advance to Arturo Mendiola for providing frame construction for “Leaf People” that are a feature of Harvest Fest (October 8<sup>th</sup>, Estabrook Park).

. A big thank you to sponsors McGee CDJR and Pockette Pest Control for underwriting the soccer jersey purchase for the U10 girls and boys teams.

. Volleyball is back on Wednesdays at Otter Valley North Campus from 6:30PM - 8:30PM. Commissioner Amber Lee will be helping people ages 16 – 99 serve up some fall and winter activity.

. Fall Trivia starts on October 1<sup>st</sup> at 6:30PM at the Center Street Bar. This popular free adult event is a multi-year collaboration with the Brandon Free Public Library.

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

Tracy Wyman stated the time will be limited to five minutes on each subject and the ARPA discussion later on the agenda will be limited to Board discussion, noting there had been ample time for public comment over the past two years.

Frank Brisco, owner of the old high school on Seminary Hill, advised there are \$188,000 in state tax credits available for historic preservation and code upgrades. They have identified \$71,000 and requested \$40,000 of ARPA funds to help capture the \$71,000 of state credits that include façade improvements, code upgrades, and ADA upgrades to make the building safe for occupancy. If they are allotted the \$40,000, it is planned to be partially open in 2024. Mr. Brisco noted it is a resource that is begging to be reconnected to the Town. A lot has come together and he has been working with Jeff Dardozzi and is committed to having half as community-oriented space and half for housing. The goal is to provide housing for young people who want to stay in Brandon. Mr. Dardozzi provided a summary with details and facts and noted one important item they are undertaking is forming a community-based organization with the mission to bring the building online in the next five years. All members are community members around Brandon and are volunteering a lot of time to get the first phase done to transform the façade and make the main level usable. There are plans and strategies and they have raised all volunteer labor to do this. They will be presenting to the DRB on October 11<sup>th</sup> to provide the mission and vision of this space. Tim Guiles stated the initial criteria for the ARPA funds was to use them for the greatest good for the greatest number. Mr. Dardozzi stated the public benefit is the architectural building requires a unique approach and part of the building will be focused on public service and affordable housing. This will be a multi-purpose building with event space and community space available for screenings, art galleries, short-term housing for visiting artists, etc. and will be seen as a cultural hub for Brandon. It was confirmed the co-housing model will be a central community space. Heather Nelson asked if the Town would need to continue to support the building. It was noted that the intent is to build it out to support itself with revenue streams and the housing would be through a cooperative housing group. The activities could also have revenue stream projections. It was noted the building has been sitting for a long time but it is a unique building and the approach is to preserve the historic and aesthetic qualities and make it available for the community to use. Bill Moore advised he met with this group and noted Mr. Brisco is community minded as he owns all of the dog park and has made it available to the public free of charge. Barbara Smith-White requested the information that was provided during the meeting on this topic and Mr. Hopkins advised this information will be added to the Board packet for the meeting that is available on the Town’s website.

Doug Bailey suggested with ARPA funds in general that there may be time to hold some of the funds as things can happen unexpectedly and could be good to have some non-allocated funds when working on the budget.

Jan Coolidge suggested the town hall roof still be considered.

## 6. Announce New Budget Committee Session

Tracy Wyman suggested letters of interest for participation on the Budget Committee be sent to the Town Manager. The Budget Committee will be named during the October meeting. Mr. Wyman noted there are two meetings in November and two in December and attendance for all of the meetings is important. Tim Guiles noted the budget meetings are public meetings and all are invited and one does not have to be on the committee to attend the meetings.

## 7. Letter of Support for Brandon Park Village LLC CRRP Application

Bill Moore advised this letter of support would be for a grant application for a private investor who is purchasing Compass Music Art Center. This gentleman would like to put 19 rental units in the building and he needs a letter of support from the RRPC and Regional Development Corporation, and an endorsement from the Town. This will create middle-income housing for the community. Heather Nelson asked if this is a separate investor from Park Village. Mr. Moore advised this is a different investor and will provide middle income/workforce housing and is separate from the current housing.

**Motion** by Tim Guiles/Heather Nelson to approve the letter of support for the Brandon Park Village LLC Community Recovery and Revitalization Program grant application. **The motion passed unanimously.**

## 8. Tax Stabilization Application for MT Associates, 9 Conant Square

Bill Moore advised MT Associates, owners of the Dunkin Donuts/Mobil Station, have asked for tax stabilization from the investment in the property. The Select Board had approved a tax stabilization policy and based on investment dollars they qualify for 10 years of tax stabilization. Cecil Reniche-Smith stated from the agreement that was part of the contract with them fulfills the agreement and is in order. Mr. Moore noted this is the 5<sup>th</sup> or 6<sup>th</sup> tax stabilization the Select Board has approved and is the municipal portion of the tax bill only. Mr. Hopkins highlighted 3 instances of robust economic development that indicates people are investing that includes the old high school, the letter of support for redeveloping Park Village and what has been invested in the Park and Ride to the west of town hall. All of the policies and years of groundwork are starting to bear fruit and encouraged the community to pat themselves on the back as this is a good place to build housing, have a business, and to live.

**Motion** by Brian Coolidge/Cecil Reniche-Smith to approve the tax stabilization application for MT Associates for the 9 Conant Square property. **The motion passed unanimously.**

## 9. ARPA Allocation Discussion

Heather Nelson stated there are a handful of projects that she feels strongly about and agreed with Mr. Bailey. She suggested the town hall roof is a top priority as there has been a decade of repairing the building. Ms. Nelson also thought funding for the Estabrook Park multi-use court was important, as well as the \$40,000 request for the old Brandon High School. Ms. Nelson noted some funds could remain unappropriated as a nest egg. Brian Coolidge suggested funding the salt shed for \$175,000, sidewalks for \$200,000 and Phase 2 for the Town Farm Road for \$200,000. Tim Guiles stated when first receiving the \$1.1 million there had been a discussion of how beneficial it would be to invest in solar and produce an income to benefit the Town. At that time, it could not be used in that manner but subsequently this now can be funded. Mr. Guiles would like to suggest using \$309,000 to build a solar facility to provide income to the Town in perpetuity. The Town hall roof repair was next on his list with a guesstimate of \$250,000 and thirdly providing matching funds to close out the grant for the parking lot. Mr. Guiles felt it is important to find legacy things and the roof and solar qualify for that. Tracy Wyman suggested funding a salt shed expansion, sidewalks, and existing infrastructure. Mr. Wyman noted the Town is always looking for asphalt money at the end of the budget season and the prices are increasing on materials. These funds should be considered a gift and give the taxpayers some relief from paving the sidewalks. Cecil Reniche-Smith would first allocate \$100,000 to repair and replace the sidewalks on Pearl Street and Carver Street. There was an estimate between \$95,000 to \$105,000. From the reports in town, those are the two sidewalks in the worst shape with very large potholes and people are going out into the road because mobility devices can't go down the sidewalks. Ms. Reniche-Smith would then allocate to pursuing permitting/engineering and land lease for a possible solar array. Ms. Reniche-Smith noted she is not ready to commit completely, but her

understanding from the BEC is these funds are what they would need to get the ball rolling to determine if it is possible or feasible for a town solar array. Ms. Reniche-Smith noted with the Board having until 2024 to allocate everything, the remainder she would suggest put some towards matching grants for the Union Street sidewalk as there has been an expansion for sewer and water lines and grants are available but would need matching funds. Also, the Town's 22 miles of sewer lines are going to need replacing and suggested holding some towards that effort. Mr. Hopkins noted the cost is \$1 million for one mile of sewer lines and funds could be used towards matching funds for grants.

Tracy Wyman stated when talking with some of the individuals involved in the solar project discussion, there did not appear to be a lot of interest. Tim Guiles noted Acorn, the BEC and the landowner are enthusiastic about the project. Mr. Wyman advised he spoke with the school and fire district and neither have met with the Town or the BEC and there was not great enthusiasm for partnering on a lease for this project. Mr. Wyman thought before the Town allocated \$60,000 that a meeting should take place and have all in agreement. Mr. Guiles advised the \$60,000 is to determine a design to then be able to approach the water district, fire district and the school. Jim Emerson stated the fire district wants a firm price and if the Town is committed and sets aside \$60,000, the BEC can get a lease and a price to then go to the fire district and school district. If the project does not move ahead, the money could be reallocated to other purposes.

Tim Guiles would like to see sidewalks done and is likely a good use of the money, but the salt shed would not be high on the list and the paving suggestion falls under items that are funded by taxes and he does not see this as a high need for this money. Brian Coolidge stated town infrastructure should be maintained before adding something more and there could be unknown fees relating to solar. Heather Nelson agreed with the sidewalks and noted Pearl Street is difficult to walk on the sidewalks. She also noted things that are keeping younger families in Brandon should be considered as many are going to other places. She suggested the town hall is a huge draw for the families and the number of people that benefit from this building is enormous as well as the sidewalks for people wanting to live here. Cecil Reniche-Smith asked if there are grants for the repair of the town hall roof. Seth Hopkins advised the Friends of the Town Hall have pursued grants. Jan Coolidge advised grants are limited when dealing with a historical building. Bill Moore suggested the Town could pursue grants outside of buildings and grounds and possibly replacing the roof with something that looks like slate. Ms. Reniche-Smith stated it is more beneficial to leverage for matching funds to get more money for items like the town hall roof, water lines, sewer lines etc. Mr. Hopkins advised ARPA funds could be used for a match for grants for a new highway facility but not a salt shed. Ms. Reniche-Smith stated there are few funding sources that do not have few strings attached and this is an opportunity to get as much as possible with this funding. For Carver Street and Pearl Street, she suggested fixing the sidewalks but for everything else, leveraging funds to obtain other funds. Tracy Wyman suggested it is a consensus that sidewalks need to be addressed and asked if there are others that are in dire need. Mr. Wyman suggested \$100,000 seemed a low figure. Mr. Guiles stated for Carver Street it is 916 feet on the east and west side from the Segment 6 section near the Ayrshire building. Pearl Street will likely cover all of that street. Mr. Guiles noted for clarification, 8 years ago when he moved here and added solar, he made \$13,000 worth of power and considers it wise to use the money to put into solar, as his power now is going to be free. Ms. Nelson stated of the ideas mentioned, the sidewalks have the most consensus and suggested continued discussion of the town hall roof. Mr. Wyman suggested the town hall roof is something that needs to be looked at but did not agree with spending \$220,000 to replace it with slate as there could be something done that is adequate but far less costly. Mr. Wyman suggested obtaining quotes from roofing contractors on different options. Mr. Hopkins asked if it was the sense of the Board to put out an RFP on the roof, but noted that the Town needs to determine that they would not have to pay back grants that have been previously obtained and suggested putting out an RFP for both slate or slate-alternatives. It was the consensus of the Board for the Town Manager to move ahead with an RFP for the town hall roof repair. Ms. Nelson thinks many people can reap the benefits of having this as a community center and wants the activities to continue without interruption. Cecil Reniche-Smith stated the sidewalk quote is to fix the worst parts of Carver Street and Pearl Street, but she would not be averse to getting an estimate on more to be done. Mr. Wyman suggested consulting with the Road Foreman and identify where the most beneficial places would be for new sidewalks. Ms. Nelson noted many sidewalks are not accessible for people who can't walk. It was noted there are \$569,000 of ARPA funds remaining. Mr. Guiles suggested allocating \$150,000 for sidewalks and Ms. Reniche-Smith suggested \$250,000 to use towards repair of sidewalks and matching funds for grants. Mr. Hopkins noted that with the Union Street sidewalk project when Mr. Atherton was town manager, he indicated although there is a 50/50 match on the project, because of all additional requirements for federal money, the Town could have done it at 100% of the cost for less money than the matched grant. Mr. Wyman suggested a figure of \$175,000.

**Motion** by Cecil Reniche-Smith/Heather Nelson to allocate \$175,000 of ARPA funds toward repair or replacement of sidewalks as identified by the Town's Highway Foreman. **The motion passed unanimously.**

Heather Nelson noted the Town has grant matches that are needed and suggested approving an amount and reserving an amount for the town hall roof repair. Tracy Wyman suggested Mr. Hopkins and Mr. Erickson obtain a concrete number for a salt shed building. Cecil Reniche-Smith suggested the \$50,000 grant match for the Park and Ride did not have a funding source and recommended approving this amount and considering the \$40,000 request from Mr. Brisco. Mr. Hopkins noted the other alternative would be to use the Local Option Tax of \$110,000 but did not recommend taking from the fund balance. The project did come in at \$99,000 in total expenses and was envisioned at \$180,000 but was done in a very cost-efficient way for the parking lot.

**Motion** by Heather Nelson/Tim Guiles to allocate \$50,000 of ARPA funds to match the grant received for the Conant Square Park and Ride. **The motion passed unanimously.**

**Motion** by Cecil Reniche-Smith/Heather Nelson to allocate \$40,000 of ARPA funds to assist in obtaining State tax credits for renovating the old high school. **The motion failed.**

**Motion** by Tim Guiles/Cecil Reniche-Smith to allocate \$60,000 of ARPA funds for a solar engineering study to allow the Brandon Energy Committee to move forward with their work.

Cecil Reniche-Smith stated it was helpful for the clarification to get the ball rolling and if the project does not happen, the Town is not out the funds. It is enough of a benefit to the Town to spend 10% of the remaining ARPA funds to explore that. Tracy Wyman did not think the Town needed to be in the solar business and does not like the Town to have leases. Brian Coolidge did not think it is up to the taxpayers to fund solar and there are other areas that funding is needed. Mr. Guiles noted both Middlebury and Bristol bought into solar power and many municipalities are exploring it and this is appropriate for Brandon to explore. Heather Nelson asked if the \$60,000 is allocated for this item and it is decided that the Town is not moving forward with the project how much money is the Town out. Jim Emerson advised if the Town proceeds and it is not decided to move forward, it will not cost the Town anything. Tim Guiles stated there is some initial money to get the process started like getting a lease option that would be about \$500. Tracy Wyman asked if there is something to solidify that it will be a cost of \$500. Mr. Guiles noted they are talking about a range of money, but there are some initial expenses to get things started. Ms. Nelson asked if this is something the Revolving Loan Fund could be used for. Mr. Moore advised this is not typically something that would be funded through the Revolving Loan Fund as that is used for gap-funding for businesses. Mr. Wyman thought the school and water district need to be on board right away with this project.

**The motion passed. (2 no votes – Tracy Wyman and Brian Coolidge)**

Tim Guiles suggested the funding for the tennis court at Estabrook Park would be another consideration. Bill Moore stated there was the idea of having an interim step to provide various activities as the resurfacing of the court with asphalt would not be in violation of the covenant and could become a multi-use court. The contractor will be sending an estimate for this project. Seth Hopkins noted the topcoat on the parking lot was \$15,000. Heather Nelson noted this is something that people are using a lot. Mr. Moore advised he has been in contact with a vendor who has assisted with a skateboard park for Middlebury. Cecil Reniche-Smith advised the Tony Hawks Foundation also provides grants for skate parks. Mr. Guiles suggested \$30,000 would be a reasonable amount to allocate for repair to fences, stripe painting for all activities and for the asphalt.

**Motion** by Tim Guiles/Heather Nelson to allocate up to \$30,000 of ARPA funds to the Recreation Department and allow the Rec Director to spend the funds as needed. **The motion passed. (2 no votes – Tracy Wyman and Brian Coolidge)**

**Motion** by Tim Guiles/Heather Nelson to allocate up to \$150,000 of ARPA funds for the town hall roof repair. **The motion failed.**

Tracy Wyman would prefer to have a total number, rather than an up to \$150,000 in the event the project came in at a higher amount and would then have to come back before the Board. Tim Guiles noted concern if the funds are undesignated, they

could shrink with the temptation to use funding during the budget season. Cecil Reniche-Smith was interested in waiting to see what numbers come back from the RFP as the Board has another year to allocate funds and did not want to rush into a decision.

**Motion** by Brian Coolidge/Tracy Wyman to cease allocating the remainder of the funds at this meeting. **The motion passed unanimously.**

There are \$254,000 of ARPA funds remaining to be allocated.

## 10. Fiscal

### *a. Update Blanket Payroll Authorization*

**Motion** by Cecil Reniche-Smith/Brian Coolidge to accept the new blanket payroll authorization as revised to reflect corrections to the wage schedule. **The motion passed unanimously.**

Cecil Reniche-Smith asked about the payroll update. Seth Hopkins advised there were 3 police officers that were misassigned to the wrong step, and one of Mr. Moore's Rec providers is now working on a contract basis and is being removed from the payroll.

### *b) Warrant – September 25, 2023 - \$216,689.63*

**Motion** by Tracy Wyman/Cecil Reniche-Smith to approve the warrant of September 25, 2023, in the amount of \$216,689.63. **The motion passed unanimously.**

Brian Coolidge questioned the warrant of \$3,500 for Red Apple Storage. Mr. Hopkins reported the Town purchased a trailer for the buildings and grounds crew to use and is not for rental space. Mr. Hopkins noted the large warrant is for the Newton Road demolition that is reimbursable and the contractor will come back to be sure that grass takes on the properties. Jan Coolidge questioned the warrant for web gis mapping. Mr. Hopkins stated under resources and maps on the Town's website one can search for properties and owners and this warrant is the subscription to that service.

## 12. Adjournment

**Motion** by Brian Coolidge/Heather Nelson to adjourn the Select Board meeting at 8:47PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary



FOR PUBLIC AWARENESS:

**Newton Road is again an active work site; the Road Closure for safety applies to all motorists.**

Arnold District Road is scheduled for paving the week of October 9th or 16th, weather permitting.

FOLLOW-UP ITEMS FROM PREVIOUS BOARD MEETING(S)

I have drafted and posted an RFP for Town Hall roof replacement as directed at the previous board meeting. The RFP has a response timeframe of one month.

The proof of loss for the Town Hall chimney and roof damage has been processed by our insurers.

The successful close-out notice of the Conant Square Park & Ride grant has been forwarded by the State and is provided to the selectboard with this report.

The "second" FEMA team we hosted (earlier in September) have drafted a "best practice story" regarding Brandon's overflow relief structure (the culvert), which is provided to the selectboard with this report. Work with the first FEMA team is ongoing regarding our public assistance claims.

FOCUS AREAS DURING REPORTING PERIOD

A friendly reminder that there are some times when the town manager is simply not available for a drop-in in-person visit or a phone call. In such cases, I would encourage leaving a message with the staff if (a) during office hours and if (b) they are unable to assist you directly, or (c) texting me at (802) 247-3300 if a brief text response will serve. I was out-of-office for four days during this reporting period: two days at the Vermont League of Cities and Towns annual conference in Burlington and two days of Homeland Security emergency director training with Brandon's Emergency Management Coordinator Tim Guiles in Londonderry. Both provided me with something of value which could be attained only in an in-person setting. I try to limit my in-person occasions in favor of Zoom or other less-time-intensive formats whenever offered. To borrow from WC Fields ... all things considered, I'd rather be in Brandon.

I served as Brandon's voting delegate at the quarterly Rutland Regional Emergency Management meeting facilitated by the RRPC. Additionally, Tim Guiles and I completed a FEMA self-directed course on emergency management by remote study.

I was honored to be asked to speak at the Otter Creek Watershed Insect Control District's September 30th ceremony honoring Art Doty for his work in many aspects of community life. The OCWICD has dedicated their building on Hollow Road in Brandon to Art and Donna Doty.

I wrote and provided an updated ARPA recap and 1% fund recap to the selectboard.

I gave selectboard follow-up interviews to Keith Whitcomb of the Rutland Herald.



With Tim Guiles and Cecil Reniche-Smith, I met with Jackie Savela regarding ongoing updating of the personnel policy draft before it comes to the full selectboard for consideration and action.

Elaine Smith and Jackie Savela have issued a number of letters to wastewater account holders whose assigned "number of units" is not in alignment with other Town records such as DRB decisions, land use applications / permits, rental/housing inspections, assessors' records, and so forth. This batch was issued as part of a system-wide audit of all water/wastewater accounts to ensure accurate billing and equitable sharing of the cost of the system across users as determined by selectboard decisions.

I worked with the Vermont Cannabis Control Board and have received confirmation that local approvals granted at meetings of 25 September 2023, 24 July 2023, and 24 October 2022 which I reported to the State have been received and attached to the appropriate applications.

#### FOR AWARENESS OF THE SELECTBOARD

I will meet this coming week with GovPilot to kick off Brandon's participation with them. This is a technology platform that the City of Rutland has used to modernize their permitting process; they have expanded their usage of this based on early success and demonstrated staff time savings and public satisfaction. Our zoning officer has spoken with the Rutland City zoning officer about this vendor and the process Rutland has undertaken and has a positive sense of it.

I appreciate that all five selectboard members have participated in (one or more) trainings, working groups, conferences, office visits, or reached out for a thoughtful phone conversation during the past two weeks. Your ongoing dedication and increased time commitment to advancing Brandon's interests between board meetings is what it will take to more fully realize the selectboard's goals for our community.

#### RESIDENTS' CONCERNS

Addressed with site visits, policy consultations, and town staff response as needed. Of note:

Attempts to procure technical assistance (equipment and potentially an operator) in a mutual aid way to facilitate our collection of data required to enforce our Brandon land use ordinance to resolve a months-long compliance issue have failed. In my judgment, the Town has reached the end of what it can prudently expend of public resources on this matter.

Upon request of a Brandon taxpayer, I made a site visit to Fay Meadow and a follow-up visit to the Goshen Town Clerk regarding a Brandon home on this uniquely situated exclave and a Goshen land use permit which may present challenges regarding access. More work is required to resolve this satisfactorily to as many parties as possible.

One of the wastewater account holders I met with in-person wishes to speak with the selectboard regarding the base unit fees and associated policies. I have provided a cover memo and some background on the matter to the select board (as wastewater commissioners).

#### STAFFING

The Town's negotiating team of Tim Guiles, Brian Coolidge, Tracy Wyman and I met with the New England Police Benevolent Association representative Chris Hoar to establish dates and times for the first two collective bargaining sessions and to agree to renewal of pre-existing ground rules.

FINANCIAL SNAPSHOT

FINANCIAL SNAPSHOT	
Operating Expenses (includes tonight's warrant)	31.2% of funds / 28.8% of year
Unrestricted / Unassigned Fund Balance	\$696,096
Local Option Tax Available / Undesignated	\$110,488
Unobligated ARPA (will report only until fully obligated)	\$249,254
Known Grant Matches Not Yet Designated (excluding Union Street)	\$0
Delinquent property taxes (prior years)	was \$393,561 / now \$402,505
Delinquent water & wastewater (prior years)	was \$289,046 / now \$252,357
Number of payment plans for delinquent accounts	11 active; 9 await taxpayer signature

TOWN MANAGER'S RECOMMENDATIONS FOR ITEMS ON THIS AGENDA:

Items #1 - 5 Routine items occurring every meeting, no recommendation warranted

Item #6 OCCUD update For information of the board; No recommendation

Item #7 Car Chargers  
Recommendation: Establish sinking fund from revenue to extend warranty coverage

Item #8 Bond update Recommend approval as presented


Item #9 Warrant Recommend approval as presented  
Purchase Order Recommend acceptance of grant secured by Chief

Item #10 Executive Session No recommendation

Item #11 Budget Cmte Appointments  
Recommendation: The number of budget committee members has been fluid in the past; I recommend the board select and appoint without regard to a fixed number. As a reminder to all, the budget workshops are open to the public, and open to public participation, whether or not a member of the budget committee.

Respectfully submitted,

*Seth M. Hopkins.*

**From:** Dodge, Alice Alice.Dodge@vermont.gov   
**Subject:** Brandon DTF Grant Closeout 07110-DTF-2020-03  
**Date:** October 3, 2023 at 3:22 PM  
**To:** Seth Michael Hopkins shopkins@townofbrandon.com  
**Cc:** Holloway, Gary Gary.Holloway@vermont.gov, Lavoie, Jennifer Jennifer.Lavoie@vermont.gov



Dear Seth,

Congratulations on finishing Brandon's 2020 DTF project! The attached letter is official acknowledgement that the project is complete and the grant closed. Once more, I want to thank you for all your work in picking up this project mid-stream. Please let us know if you have any questions – we look forward to working with you and with the town on other projects in the future.

Regards,

Alice

**Alice Dodge**, (she/her) Grants Management Specialist  
Community Planning + Revitalization  
Department of Housing and Community Development  
Vermont Agency of Commerce & Community Development  
1 National Life Dr, Davis Bldg, 6th Floor | Montpelier, Vermont 05620-0501 | 802-505-3158

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172 KB

**State of Vermont**  
**Department of Housing and Community Development**  
Deane C. Davis Building – 6<sup>th</sup> Floor [phone] 802-828-3211  
One National Life Drive  
Montpelier, VT 05620-0501

*Agency of Commerce and  
Community Development*

October 3, 2023

Seth Hopkins, Town Manager  
Town of Brandon  
49 Center Street  
Brandon, VT 05733

**Re: # 07110-DTF-2020-03 Brandon Downtown Multi-Modal Park & Ride**

Dear Seth,

Congratulations on completing the Downtown Multi-Modal Park & Ride at 7 Conant Square. With this letter, we acknowledge that you have met all expectations in the grant agreement, that we have reviewed and accepted your final report, and that we consider the project formally closed.

Please remember that there are several contractual requirements that extend beyond project close-out, specifically:

- for publicly-owned projects, you must also seek written permission from the Agency for any anticipated change in use of the project (including sale, discontinued use of the property, or alteration of the project's purpose or function) for 5 years after completion (Attachment D, Section 7); and
- all records and documents relating to this project must be retained for three years after the final distribution of grant funds (Attachment C, Section 13).

Thank you for your continuing support for the revitalization of Brandon. The Vermont Downtown Program is pleased to have been a part of this project, and we hope it will provide lasting benefit for your downtown and your community. Please call the program staff (522-2444) if you have any questions.

Sincerely,

*Alexander R. Farrell*

Alex Farrell, Interim Commissioner  
Department of Housing and Community Development



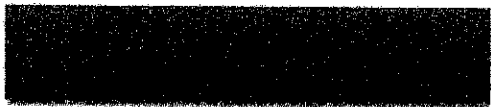


## Potential Titles:

- Turning Failure into Feature: The Town of Brandon, Vermont's Super-Sized Culvert
- Under the Road: Brandon's Innovative Approach to Flood Mitigation
- Reshaping the Neshobe River's Path: Working to Prevent More Flooding Heartache

## Challenge

Multiple catastrophic floods have impacted the Town of Brandon, Vermont, its residents from the time of its founding throughout the town's history until they made a bold decision in the wake of Tropical Storm Irene.



*Alluvial soils are loose sediments such as clay, silt, sand, or gravel deposited by running water by a stream or during flood runoff into a streambed, or on a floodplain.*

The New England Rainstorms and Flood of 1869 were so destructive it forced the relocation of several bridges because rivers and streams were relocated by alluvial soils.

Brandon has a distinct hydrological feature nestled in the heart of its downtown area; the Neshobe River (*nash-a-bee*) becomes a waterfall.

Neshobe Falls drops over twenty-five (25) feet onto a rocky outcrop then continues underneath then alongside Vermont's scenic U.S. Route Seven or Ethan Allen Highway.

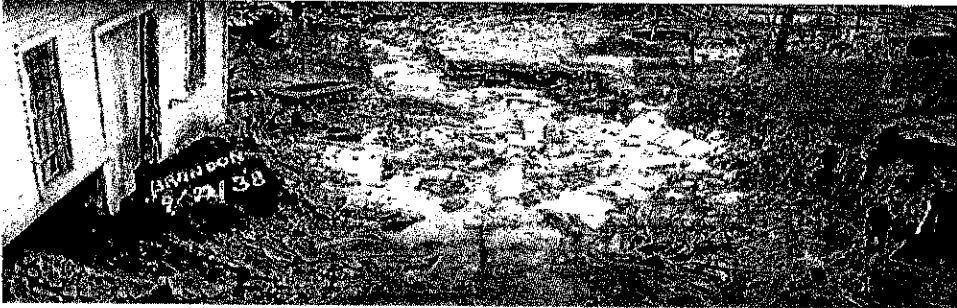
The abundant water source was one of the major attractions for its early settlers when the town was originally chartered in 1761. Water sources like the Neshobe powered many of the small towns across

Vermont and colonial America. The river has served as the lifeblood of the town for generations.

In October of 1927, the average rainfall was approximately one hundred and fifty percent (150%) higher than the normal rainfall totals in Vermont. That abnormal rainfall was a major contributing factor to the Great Flood of 1927 which occurred in early November 1927.

Other storms such as the Great Flood of 1947 and the Flood of 1973 caused significant damage and are a part of the lore of how the normally placid Neshobe River can turn destructive.

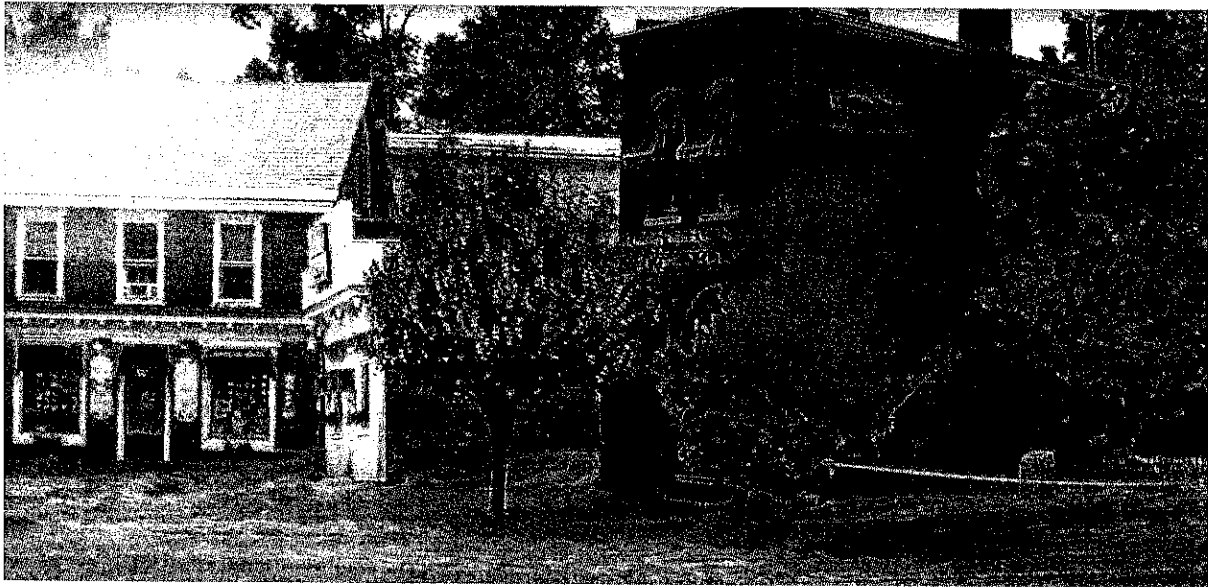
In an eerily parallel move, 2011's Tropical Storm Irene mirrored the Great New England Hurricane of 1938 cutting a catastrophic swath through downtown Brandon. Archival photographs from 1938 and photos from 2011 shows exactly how the Neshobe River followed its previously carved path of destruction.



*Neshobe River Destruction - Furnace Street, Brandon, VT 1938 and 2011*



*Neshobe River Destruction Center Street, Brandon, VT 1938 and 2011*



*House of Pizza during Tropical Storm Irene*

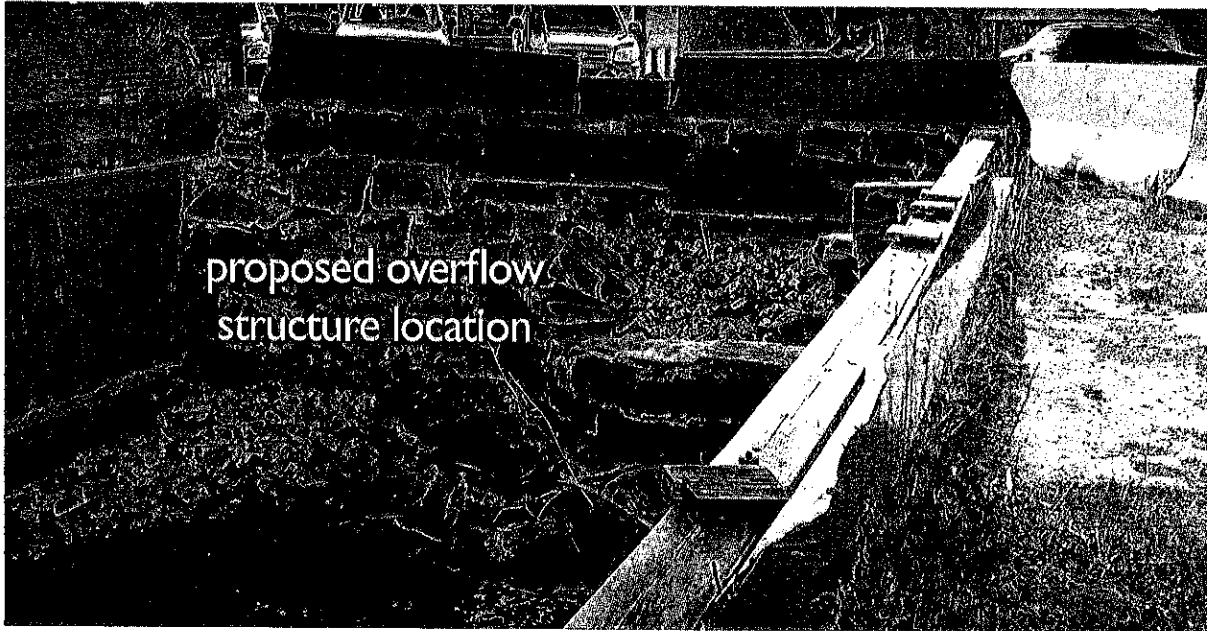


*House of Pizza after Tropical Storm Irene*

## **Solution**

Tropical Storm Irene left the downtown Brandon businesses shattered, and the citizens of the town devastated. As the citizens of Brandon were rallying to rebuild, Ethan Swift, a former elected member of the Town of Brandon's Select Board and longtime employee of Vermont's Department of Environmental Conservation, proposed the idea of building a relief culvert to divert the Neshobe's overflow instead of trying to allow the additional water to

keep overwhelming the bottleneck at Neshobe Falls and continue flooding the Downtown area repeatedly.



*Before Installation of Overflow Culvert*

The proposal at first met with some resistance, but after an informational campaign including videos, accompanied by in person public meetings the townspeople were soon onboard.

Modern day Town of Brandon management coordinated with the State of Vermont and the Federal Emergency Management Agency's Hazard Mitigation Grant Program to plan and fund the massive effort to minimize or prevent future flooding of the town.

The project's timeline was completed in several stages. First, the House of Pizza, the business whose foundation was undermined and moved into the center of U.S. Route Seven by the Neshobe's waters, was demolished.

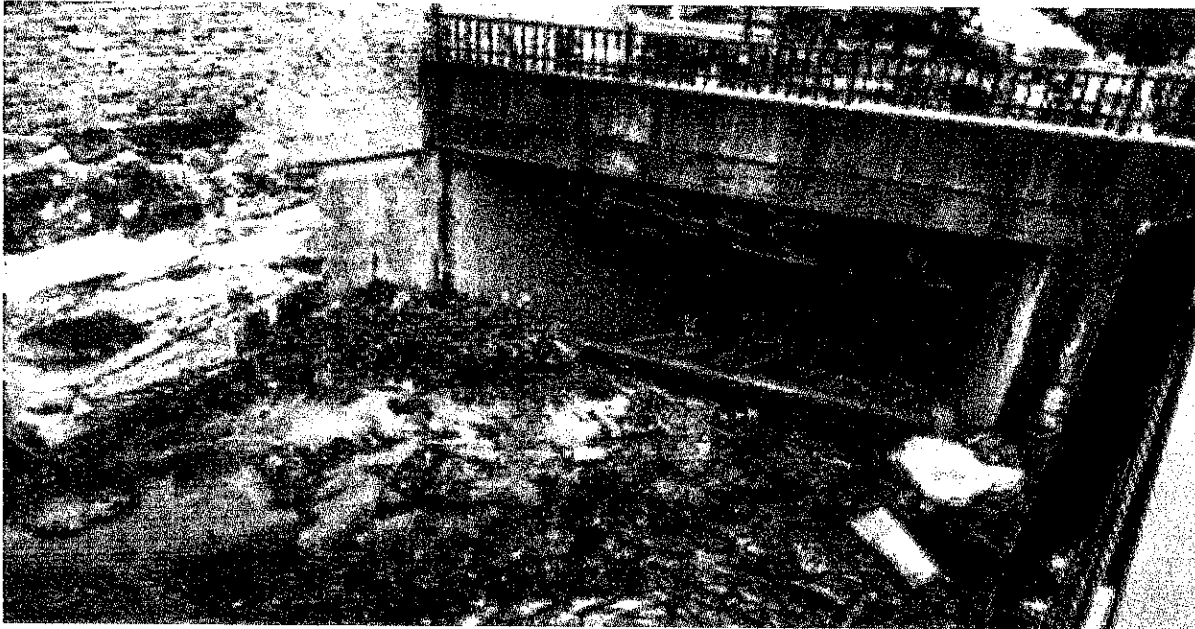
In 2016, the major portion of construction of the overflow relief culvert under U.S. Route Seven begin.

The adjacent building's footprint was minimized by removing most of the rear dining area and two pillars were installed to give additional stability as parts of the building still overhung over the Neshobe River.

Next, excavation into the bedrock took place, then finally pre-formed pieces of concrete were craned into placed underneath Center Street.

Final dimensions of the culvert are six feet high (6) by twelve feet wide (12) and two hundred thirty feet long (230).





*View of completed Brandon Overflow Culvert from Street*

The massive overflow culvert is intended to remain dry during normal river stages, only accepting and funneling water during times of heavy rainfall, snow melt, or high river levels.

Protection of life, of homes, and of the business corridor were the impetus for the Town to take extraordinary measures and endure almost three solid years of construction work between the installation of the culvert, other mitigation projects, and repairs to Ethan Allen Highway that had been scheduled since the 1970s.

Part of the reasons for the Neshobe's flooding may have stemmed from the town members attempting to regulate, then tame the power of Neshobe River in the early 1820s by creating a weir above Neshobe Falls with the goal to provide hydropower to mills in the downtown areas.

In addition to the weir, the manipulation of the Neshobe included installation of a canal with a virtual ninety-degree angle causing an unnatural turn for the river. Mostly likely this turn produced a swifter flow of water to increase the power the river created but which later caused increased flooding concerns during heavy rain events.

The outflow of the two hundred and thirty-foot (230) culvert hits just above the rock outcropping of the Neshobe Falls. In an effort to mitigate



*A weir is a small dam built across a river to control the upstream water level.*

erosion losses from the outflow, the project also included concrete transverses to slow the waterflow on the outcropping and before the excess water flows back into the deeper portion of river.

Before the installation of the overflow relief culvert, the Town of Brandon estimated the repairs *after each* flood event to Route Seven, the downtown area including Green Park and Kennedy Park cost roughly four hundred and twelve thousand dollars (\$412,000).

The construction of the culvert ran from October 2016 through May 2017 and was completed on schedule and just in the nick of time according to Bill Moore, the former Interim Town Manager explained. *“On the first of July 2017, we received four inches of rain in a couple of hours and the culvert accepted the water for the first time and saved the Downtown from flooding.”*

Brandon sits at the foothills of the Green Mountains in south central Vermont, an hour’s drive from the state’s major municipalities of Burlington and the state’s capital, Montpelier. The distance from the larger cities gives them a can-do spirit, Seth Hopkins, the Brandon



*Rear of Culvert - Outflow Transverse*

Town Manager, spoke of how at ease the residents feel after the installation as opposed to the fear and anxiety they felt before. *“It’s been life changing; it really used to be when a big storm was predicted all the business owners would start to think about, ‘What do we need to do?’, ‘Do we need to put sandbags around the backdoor?’”* Hopkins further clarified, *“It’s really just been this massive kind of relief of worry for all of the folks who own any kind of property because the Town was rebuilding the road each time.”*

Brandon’s population of four thousand, one hundred and twenty-nine (4,129) residents show that a dedicated group can make huge strides toward mitigating past problems and curtailing future flooding by voting in favor of a bond package to fund the town’s portion of the

construction cost.

Brandon’s overflow culvert project was completed at a final cost of approximately two million, five hundred thousand dollars (\$2,500,000). Utilizing the seventy-five/twenty-five percent (75/25%) split with FEMA’s Hazard Mitigation Grant Program funding, the town’s portion of the project was roughly six hundred and twenty-four thousand dollars (\$624,000).

Brandon has become even more proactive in addressing other problem areas. "The town of Brandon is a good example where it took a robust mix of green and grey infrastructure that made a big difference in the flood-related damage in that area, which included property buyouts, building removal (the old Tubbs Factory), berm removal, river corridor easements and upsizing culverts (including a box culvert) upstream, and then replacing more flood infrastructure in the downtown. This included a "green streets" project, flood proofing buildings and removal of one building that was a huge encroachment in the river. The



biggest project was a FEMA - HMGP funded overflow culvert." Ethan Swift, Vermont's Department of Environmental Conservation.

*A berm is a raised piece of earth bordering a body of water, road, or embankment. It can be formed from compacted soil.*

The Town of Brandon's bond debt for the construction of the relief culvert will be settled in 2037 but the peace of mind for its residents and businesses has already been paid in full.



**Brief Overview of Town-Owned Electric Car Chargers  
Conant Square Park & Ride**

**ALL NUMBERS ARE APPROXIMATE/ESTIMATED  
BASED ON BEST AVAILABLE INFORMATION  
5 September 2023 UPDATED 22 Sept 2023**

The ChargePoint chargers are presently set by the Town at 17¢ per kWh plus 75¢ per hour plugged in (whether charging or not).  
The Town presently pays GMP 18.336¢ per kWh plus various fees equating to 23.02¢

Two-hour charging example at 7kW delivered per hour:

The electric car driver pays ChargePoint \$3.74 (14kWh energy + parking).  
The Town pays GMP for 14kWh (including the fees) \$3.22  
Chargepoint retains 10% of the customer's payment: 37¢  
Net revenue (loss) to Town: 15¢ (approximately break-even)

Chargepoint's fee covers cost of monitoring and maintenance of the charging stations.

The chargers are covered by a 5 year warranty expiring 3 Feb 2026.

Cash basis (time of transaction on the Town's books, not time of usage):

Total revenue from Chargepoint FY23	\$948.96
Total payment to GMP in FY23	\$838.34
Net revenue (loss) to Town:	\$111.62

Update 22 September 2023:

Bill Moore had reached out to ChargePoint and has confirmed that after Feb 2026, we can re-warranty our installation (two stations as a group) for \$1,500 on a year-to-year basis or \$5,000 for a five-year renewal.

Otherwise, it would be "time and materials" for repairs out of warranty.

## BOND SALE NOTICE

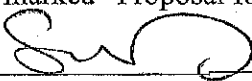
The undersigned will receive sealed bids at the office of the Town Treasurer in Brandon, Vermont until ten o'clock (10:00 EST) in the forenoon of Monday, October 9, 2023, for the purchase of all but no part of the Three Million, Seven Hundred Eighty Thousand Dollar (\$3,780,000) public sewer system improvement bond of the Town of Brandon, which bond shall be dated October 13, 2023, principal and interest payable in sixty (60) consecutive semi-annual installments, commencing April 13, 2024, through October 13, 2053. Thereafter, at a special meeting of the Selectboard of the Town of Brandon to be held at seven o'clock (7:00 EST) in the evening of October 9, 2023, such bids will be opened and considered.

Right is reserved to prepay the bond in full without premium or penalty. The bond will be payable at such place as the registered holder may designate. Bids will be submitted only in the face amount of the bond without discount or premium. The bond shall bear interest at a fixed rate not to exceed 1.7500% per annum. Right is reserved to reject any or all bids. Approving legal opinion of Primmer, Piper, Eggleston & Cramer, PC, of Burlington, Vermont, will be furnished to the purchaser free of charge. The bond will be issued in registered form, both as to interest and principal. The bond will be designated a "bank qualified obligation" under Section 265(b) of the Internal Revenue Code of 1986. In the opinion of counsel, interest paid on the bond is not included in gross income of the recipient thereof for present federal and Vermont income tax purposes.

Interested persons are advised that the Town has not prepared nor disseminated an official statement, offering memorandum or other disclosure materials with respect to the issuance and sale of the bond. The Town has not applied for nor received a credit rating or any form of credit enhancement with respect to the issuance and sale of the bond, nor has it engaged an underwriter or financial advisor, nor has it undertaken any commitment to make post-issuance disclosure of material events under Securities Exchange Commission Rule 15c2-12.

Address sealed bids to the undersigned marked "Proposal for Bond."

Dated: October 3, 2023

  
Town Treasurer  
49 Center Street  
Brandon, VT 05733  
802-247-3635  
802-247-5481 (fax)  
[sgage@townofbrandon.com](mailto:sgage@townofbrandon.com)

BOND SALE NOTICE

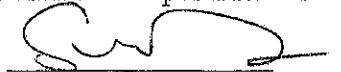
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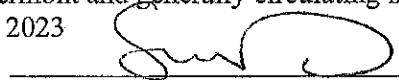
Dated: October 3, 2023



Town Treasurer  
49 Center Street  
Brandon, VT 05733  
802-247-3635  
802-247-5481 (fax)  
[sgage@townofbrandon.com](mailto:sgage@townofbrandon.com)

CERTIFICATE

The undersigned Clerk of the Town of Brandon does certify that the foregoing Bond Sale Notice was posted in the office of the Town Clerk and on the Town website ([www.townofbrandon.com](http://www.townofbrandon.com)) and was published in the Bond Buyer, a financial newspaper published in the City of New York and the Rutland Herald, a newspaper published in Rutland, Vermont and generally circulating in the County of Rutland and in the Town of Brandon on October 3, 2023



Town Clerk

## RESOLUTION AND CERTIFICATE

WHEREAS, at a meeting of the Selectboard of the Town of Brandon, at which a majority and a quorum of the Selectboard was present and voting, which meeting was duly called, noticed, and held on January 11, 2021, it was unanimously found and determined that the public interest and necessity required certain public sewer system improvements hereinafter described in Exhibit A, and it was further found and determined that the cost of completing said improvements would be too great to be paid out of ordinary annual income and revenue of the Town, and that a proposal to provide such improvements and issue bonds of the Town to pay for its part of the cost of the same should be submitted to the legal voters at an annual thereof to be called and held for that purpose on March 2, 2021, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, the Selectboard caused to be issued a Warning for the annual Town meeting to be held on March 2, 2021, to vote by Australian ballot between the hours stated on a certain proposal described in the Warning, Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, said Warning was duly recorded, posted and published; and

WHEREAS, said meeting was duly held on the date and at the place and during the hours appointed, and the said proposal to make the improvements and issue bonds as aforesaid was voted in the affirmative, as shown by Exhibits B-1 attached hereto and made a part hereof; and

WHEREAS, the Town is carrying forward the authorized improvements to completion; and

WHEREAS, pursuant to the direction of the Selectboard, the Town has duly advertised for bids for its \$3,780,000 face amount public sewer system bond (the "Bond") described in the Bond Sale Notice, Exhibit C attached hereto and made a part hereof; and

WHEREAS, no bids were received from private investors, the United States of America, acting by and through its Department of Agriculture, offered to take the Bond at a price of par, bearing interest at the rate of 1.7500% per annum, and instructed that the Bond be issued initially in registered form, which offer, resulting in the lowest net interest cost to the Town, was accepted;

THEREFORE, BE IT RESOLVED that the Selectboard and the Town Clerk and Treasurer proceed forthwith to cause the Bond to be executed, issued and delivered to the United States of America at the price and on the terms stated, as aforesaid; and

BE IT FURTHER RESOLVED that in addition to all other taxes, there shall annually be assessed and collected each year until the Bond and the interest thereon are fully paid a tax, or user charge, sufficient to pay the same as the same shall become due; and

BE IT FURTHER RESOLVED that the Bond, when issued and delivered pursuant to law and this Resolution, shall be a valid and binding general obligation of the Town, payable

according to the law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of the Town as established, assessed and apportioned by law; and

BE IT FURTHER RESOLVED that all acts and things heretofore done by the lawfully constituted officers of the Town and the Clerk and Treasurer thereof in, about or concerning the improvements hereinabove described, and the issuance of the Bond or other debt in connection therewith, are hereby ratified and confirmed; and

We, the undersigned Selectboard, Town Clerk and Town Treasurer, hereby certify that we as such officers have signed the Bond, numbered 1 in the denomination of \$3,780,000, being the bond described in the Bond Sale Notice of the Town Treasurer, dated October 3, 2023, attached hereto as Exhibit C, payable as therein set forth and reciting that it is authorized and issued under and pursuant to vote of the Town on March 2, 2021. We also certified that the Bond is duly registered in the office of the Town Treasurer as prescribed by law.

We, hereby certify that we are the duly chosen, qualified and acting officers as undersigned, that the Bond is issued and registered pursuant to said authority, that no authority or proceedings relating thereto have been taken other than those shown by the foregoing recital, and that no such authority has been repealed or amended.

We also certify that there has been full and timely compliance with all open meeting, public records access, and public procurement, solicitation and bidding laws, ordinances and regulations with respect to each of the transactions embodied in this Resolution.

We further certify that no litigation is pending or threatened affecting the validity of the Bond or the levy and collection of taxes and assessments to pay the same, that neither the corporate existence, nor the boundaries of the Town nor the title of any of us to our respective offices is being questioned or contested.



Adopted at a regular meeting of the Selectboard of the Town of Brandon on October 9, 2023, for delivery on October 13, 2023.

\_\_\_\_\_  
Town Treasurer

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

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

\_\_\_\_\_  
Selectboard  
Town of Brandon

## TAX CERTIFICATE

### (General Obligation)

We, the Town Treasurer and at least a majority of the Selectboard of the Town of Brandon, Vermont (the "Municipality"), HEREBY CERTIFY and reasonably expect with respect to the issuance and the use of proceeds of the \$3,780,000 General Obligation Bond (the "Municipal Bond") of the Municipality, dated October 13, 2023, as follows:

1. We are the officers of the Municipality duly charged and responsible for issuing the Municipal Bond. The certifications and expectations set forth in this document are being given pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code").

2. The dates, maturities, denominations and rates of interest of the Municipal Bond are as shown and more fully described in Schedule A, attached hereto. The Municipal Bond is fully registered and its issuance has been reported to the Internal Revenue Service on IRS Form 8038-G, a copy of which is attached as Schedule B.

3. The proceeds of the Municipal Bond will be used to provide funds for the purpose of financing public sewer system capital improvements located in Brandon, Vermont (the "Project"), as shown on Schedule C attached. There are no other funds available to the Municipality under the provisions and within the meaning of Regulation Section 1.148-6(d)(3), other than grants-in-aid and capital reserve funds of the Municipality dedicated to the Project. The weighted average maturity of the Municipal Bond is less than 120% of the useful life of the Project.

4. The Municipality will use the proceeds of the Municipal Bond within thirty (30) days of the date hereof to retire any obligations in the nature of short-term bond anticipation notes (the "Prior Obligations") which originally financed the Project or to reimburse itself for Project costs advanced under a duly adopted notice of official intent. The proceeds of the Municipal Bond may be invested in the interim at a yield in excess of the yield on the Municipal Bonds. To the extent there remain any unspent proceeds of the Prior Obligations, any and all of such proceeds shall be invested at a yield not in excess of the yield on the Municipal Bonds.

5. The proceeds of the sale of the Municipal Bond do not exceed the amount necessary to retire the Prior Obligations and to complete the Project. The proceeds of

the Municipal Bond will not be used to effect a tax increment financing loan or a tax assessment loan under Regulation Section 1.141-5(c)(3) and (d).

6. The Municipality has entered into (or will enter into within six months from the date hereof or the issue date of the Prior Obligations, whichever is earlier) a binding commitment for the acquisition, construction or accomplishment of the Project. The amount of such commitment(s) with respect to the Project exceeds an amount equal to five percent (5%) of the greater of the Municipal Bond, the Prior Obligations, or the aggregate amount of obligations issued for the Project. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. The Municipal Bond proceeds will be invested temporarily and expended in compliance with the rebate requirements of Section 148(f) of the Code, so as to maintain the interest on the Municipal Bond excludable from the gross income of the recipient thereof.

7. The total proceeds received from the sale of the Municipal Bond and the Prior Obligations with respect to the Project do not exceed the total cost of the Project. All unexpended proceeds will be deposited and maintained in a segregated fund and not commingled with amounts from other sources such as state or federal grants-in-aid, Municipal capital reserve funds or project appropriations, or private Project donations.

8. It is not expected that the Project will be sold or otherwise disposed of in whole or in part. Public use of the Project will continue for so long as the Municipal Bond remains outstanding. In the event an unanticipated change in private use or disposition of the Project occurs, the Municipality will undertake remediation measures under Regulation Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Municipal Bond.

9. Principal of and interest on the Municipal Bond will be paid from taxes and other revenues of the Municipality. There are no private payments for the use of the Project other than payments made by members of the general public. The funds used to pay principal and interest on the Municipal Bond, whether or not deposited into a segregated debt service fund, will be expended within thirteen (13) months of the date of deposit in such fund on the payment of debt service on the Municipal Bond. Any amounts received from the investment of such fund will be used to pay debt service on the Municipal Bond within one (1) year of the date of receipt. The debt service fund, if any, will be used to achieve a proper matching of revenues with principal and interest payments within each bond year and will be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding bond year or (ii) one-half of principal and interest payments on the issue for the immediately preceding bond year. Amounts deposited into

such a debt service fund, if any, may be invested at a yield in excess of the yield on the Municipal Bond.

10. Except for the debt service fund described herein, if any, the Municipality has not created or established, and does not expect to create or establish, any sinking fund or other similar fund which the Municipality reasonably expects to use to pay principal or interest on the Municipal Bond, or from which there is a reasonable assurance that amounts therein will be available to pay debt service on the Municipal Bond.

11. No portion of the proceeds of the Municipal Bond will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Municipal Bond proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bonafide debt service fund. No portion of the proceeds of the Municipal Bond will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will result in the Municipal Bond being classified as a "hedge bond" under Section 149(g) of the Code.

12. The Municipality is a political subdivision of the State of Vermont and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures. The Municipal Bond is not a "private activity bond" (as defined in Section 141 of the Code). At least 95% of the proceeds of the Municipal Bond are to be used for local governmental activities of the Municipality. Neither the Municipality nor any agency, instrumentality or political subdivision of the Municipality has issued or expects to issue any tax-exempt bonds or notes during calendar year 2023 other than: (i) the Municipal Bond; (ii) short-term notes in an aggregate amount not to exceed the Municipality's maximum anticipated cumulative cash flow deficit, to be issued in anticipation of the receipt of taxes and other revenues of the Municipality; (iii) current refunding bonds in an amount not to exceed the amount of bonds to be refunded; and (iv) short-term notes issued in anticipation of receipt of federal or state capital improvement grants-in-aid. In the event the aggregate face amount of all tax-exempt obligations (including the Municipal Bond) issued or to be issued by the Municipality (and all agencies, instrumentalities and other political subdivisions of the Municipality) during calendar year 2023 exceeds \$5,000,000, except for private activity bonds and additional obligations aggregating no more than \$10,000,000 or such lesser amount attributable to the financing of the construction of public school capital facilities, the proceeds of each issue of such obligations shall be invested temporarily and expended in compliance with the rebate requirements of Section 148(f)(2) and (3) and the Regulations thereunder, as applicable, so as to assure that the interest paid on such obligations remains excludable from the gross income of the recipient thereof. The Municipality will expend at least 85% of the Municipal Bond proceeds, and all of the net income derived from the temporary investment thereof, within a three-year period calculated from the earlier of the date of issuance of the

Municipal Bond or date of issuance of the Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Municipal Bond.

13. The Project is and will be owned by the Municipality and will not be leased to any person which is not a state or local government unit. In addition, the Municipality will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without an opinion of nationally recognized bond counsel that such use will not have an adverse effect on the tax-exempt status of the Municipal Bond.

14. Any reimbursement of an expenditure made prior to the issue date of the Municipal Bond or earlier short term financing is pursuant to a declaration of intent. In addition, any declaration of official intent of the Municipality to reimburse itself out of Municipal Bond proceeds for prior Project expenditures incurred before the issuance of the Municipal Bond or short term financing, if earlier, was adopted not later than 60 days after the date of such expenditures. The Project has not been in service for more than 18 months after the date of original expenditure, and such expenditures being reimbursed out of Municipal Bond proceeds are not more than three years old.

15. The Municipality will do and perform all acts and things necessary or desirable in order to assure that interest paid on the Municipal Bond shall, for purposes of federal income taxation, be excludable from the gross income of the recipients thereof, or, if applicable, preserve the Municipal Bond's tax advantages in the form of tax credits or interest payment subsidies. The Municipality adopts the Municipal Bond Post-Issuance Compliance Procedures attached hereto as Exhibit D.

16. In addition to the record-retention requirements of Section 6001 of the Code, and the Regulations now or hereafter promulgated thereunder, the Municipality hereby adopts and commits to implement the procedures set forth in Schedule D which are intended to provide the following;

(a) Assignment of tax-exempt and tax credit bond, if applicable, compliance responsibilities to appropriate departments, officers, or employees.

(b) Establishment and maintenance of books and records for each issue of obligations of the Municipality.

(c) Code Section 148 compliant procedures for the investment of gross proceeds for each issue of the Municipality's obligations.

(d) Maintenance of records relating to all allocations of expenditures of proceeds of each issue of the Municipality's obligations.

(e) Periodic monitoring of use of proceeds of each issue of the Municipality's obligations, the investment and reinvestment of proceeds from the temporary investments thereof and the use of property acquired or financed by the proceeds of such obligations.

(f) Verification of the foregoing.

17. This certification has been delivered as part of the record of proceedings and accompanying certificates with respect to the issuance of the Municipal Bond.

18. On the basis of the foregoing, it is not expected that the proceeds of the Municipal Bond will be used in a manner which would cause the Municipal Bond to be an "arbitrage bond" or "private activity bond" under Sections 103, 141 and 148 of the Code. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

19. No other obligations of the Municipality are:

(a) being sold within fifteen (15) days of the date of this Tax Certificate;

(b) being sold pursuant to a common plan of financing as was employed in the sale of the Municipal Bond; or

(c) expected to be paid from substantially the same source of funds.

IN WITNESS WHEREOF, we have hereunto set our hands on behalf of  
the Municipality this 13<sup>th</sup> day of October, 2023.

TOWN OF BRANDON

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All or a Majority of Its Selectboard

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

Its Treasurer

## EXHIBIT D

### MUNICIPAL BOND POST-ISSUANCE COMPLIANCE PROCEDURES

The following procedures have been adopted by the Municipality, effective as of the date of issue of the Municipal Bond. These procedures shall be implemented immediately and shall relate to the Municipal Bond and all currently outstanding and future debt obligations and financing leases. These procedures are intended to assist the Municipality in complying with those provisions of the Internal Revenue Code of 1986, as amended (the "Code") relating to (a) the qualified use of proceeds of the Municipality's tax-exempt and other tax advantaged bonds and notes and improvements financed by such proceeds; (b) arbitrage yield restrictions and rebate; (c) remediation of the effects of "deliberate action" of the Municipality which results in the disposition, abandonment or other change in use of property financed by the Municipality's debt obligation; and (d) the resolution of matters raised in connection with an audit or examination of the Municipality's tax-exempt or tax-advantaged obligations. These procedures are intended to furnish guidance in matters of Code compliance, and are subject to revision, modifications and enlargement from time to time.

- (1) The municipal official or employee possessing the statutory or contractual powers, functions and responsibilities of a Chief Financial Officer (to the extent the same are not exercised by the Municipal Treasurer) shall be responsible for monitoring Municipal Bond post-issuance compliance (the "Compliance Official").
- (2) The Compliance Official shall review and implement these procedures in the manner necessary to ensure ongoing compliance with the provisions of the Tax Certificate. In connection therewith such official will become knowledgeable or consult an advisor experienced in post issuance compliance and will review and monitor notices, advice and directives as may be received by the Municipality from its bond counsel, accountants, financial advisors, and governmental sources. At least once annually the Compliance Official will verify and confirm to the Municipality that it is in compliance with the terms of the Tax Certificate, including this Exhibit D.
- (3) On or before the first day of June in each year, the Compliance Official shall confirm that all Municipal property financed by the proceeds of the Municipality's obligations continues to be used in the same manner as existed when such property was first placed into service. Such confirmation shall be



based upon a visual inspection and representations of the public officials under whose care, custody and control the property is placed.

- (4) For so long as the proceeds of any debt obligation of the municipality remains unexpended, the Compliance Official shall confirm on the first day of June and the first day of December in each year that such proceeds are deposited or invested for a "temporary period" as established under Section 148 of the Code, and the Regulations thereunder. Following the third anniversary of the issuance of a Municipal obligation, all unexpended proceeds shall be invested so as to generate a yield no greater than the yield on the corresponding obligation.
- (5) The Compliance Official shall confirm, at least annually while there are unexpended proceeds, that the proceeds of each Municipal obligation shall be expended in such amounts, at such frequency, and in such intervals to ensure that the Municipality avails itself of one or more arbitrage rebate exception allowed under Section 148 of the Code, and the Regulations promulgated thereunder. Alternatively, if rebate is due, the Compliance Official will engage a consultant to prepare a report to determine any rebate due. Reports of such confirmation or rebate shall be prepared no less frequently than annually until proceeds are fully expended.
- (6) With respect to the acquisition and construction of capital improvements financed with the proceeds of the Municipality's debt obligations, the Municipality hereby declares that such proceeds shall be allocated to acquisition and construction expenditures prior to the expenditure and application of funds from any other public or private source. A final expenditure report accounting for the use of all Municipal Bond proceeds and earnings shall be completed no later than 18 months after the Project(s) financed by the Municipal Bond is placed in service.
- (7) In the event there is a change of use, abandonment or disposition of property financed by the proceeds of the Municipal Bond, the Compliance Official shall immediately consult with the Municipality's bond counsel and accountants regarding remedial action. The Municipality thereafter shall endeavor to call and redeem all or a portion of outstanding debt obligations, the proceeds of which were expended to finance such property. The proceeds derived from the sale or other disposition of the financed property shall not be commingled with other funds of the Municipality, but shall be used to effect the redemption of obligations, if necessary, the proceeds of which financed such property. Pending

redemption as called for in this section, such proceeds shall be invested at a yield no greater than the yield on the obligations to be redeemed.

- (8) The Compliance Official shall create and preserve records for the term of the Municipal Bond and any refunding thereof plus three years documenting the procedures incident to the authorization and issuance and identifying the proceeds of each issue of the Municipality's obligations, the deposit and investment thereof, the income derived from such deposit and investment, the expenditure of such proceeds and investment income (containing at a minimum the date, amount and recipient of each expenditure), payment requisitions, and all rate, fee, charge and assessment schedules relating to property financed by the Municipality's obligations. Such records shall include copies of loan agreements, escrow agreements, tax certificates, project bid documents, construction and acquisition contracts, project invoices, project-related bank statements, and documents related to anticipatory bond financing.
- (9) The Compliance Official shall retain all contracts or arrangements with non-governmental persons relating to the use, control and management of the Project(s) finance by the Municipal Bond.

Exhibit A

1. Title of Bond: \$3,780,000 Town of Brandon Public Sewer System General  
Obligation Registered Bond

Total Principal Amount: \$3,780,000

Dated: October 13, 2023

Maturity Date(s)      Principal Amount(s)      Interest Rate(s)

As per attached specimen bond.

2. Title of Authorizing Resolution(s) or Ordinance(s)

Resolution and Warning of Selectboard: January 11, 2021

Annual Town Meeting: March 2, 2021

Bond Sale Notice: October 3, 2023

Resolution and Certificate of Selectboard: October 9, 2023

3. 

<u>Project</u>	<u>Estimated Date of Completion</u>	<u>Estimated Date All Proceeds Expended</u>
----------------	---	---

WWTF                      Completed                      Even Date

4. Other Obligations of Issuer Issued This Calendar Year

Existing Bond Anticipation Note for \$3,780,000 (for this Project) was extended  
on June 26, 2023

No. 1

\$3,780,000

UNITED STATES OF AMERICA  
STATE OF VERMONT  
COUNTY OF RUTLAND  
TOWN OF BRANDON  
PUBLIC SEWER SYSTEM IMPROVEMENT BOND

The Town of Brandon in the County of Rutland and State of Vermont, promises to pay to the registered holder hereof the principal sum of

**THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND DOLLARS**

with interest on the unpaid principal balance from the date hereof at the rate of one and seventy-five hundredths percent (1.7500%) per annum, principal and interest payable in sixty (60) equal and consecutive semi-annual installments of \$81,270.00 each on April 13 and October 13 of each year, commencing April 13, 2024, and continuing through October 13, 2053.

Interest and principal are payable in lawful money of the United States at such place as the registered holder hereof may designate in writing.

This bond is issued to defray part of the cost of certain public sewer system improvements authorized under and by virtue of Chapters 53, 97 and 101 of Title 24 of Vermont Statutes Annotated, the vote of the Town of Brandon at the annual meeting thereof March 2, 2021, and resolutions of its Selectboard duly adopted.

This bond is transferable by the registered holder in person or by attorney duly authorized at the office of the Treasurer of the Town of Brandon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened, and have been performed in regular and due form as required by law and for the payment of this bond and the interest thereon the full faith and credit of the Town of Brandon are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Town of Brandon has caused this bond to be executed by its Selectboard and its Treasurer as of the 13<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Selectboard  
Town of Brandon

\$3,780,000

TOWN OF BRANDON  
1.750% REGISTERED PUBLIC SEWER SYSTEM IMPROVEMENT  
BOND NO. 1, DATED OCTOBER 13, 2023; DUE \$81,270.00  
APRIL 13/OCTOBER 13, 2024/2053

CERTIFICATE OF REGISTRATION

It is hereby certified that the within bond is hereby declared to be a registered bond with the principal and interest thereon payable semi-specially, and that such interest, as well as the principal, is payable to the registered holder thereof, its legal representatives, successors or assigns at the time and place expressed on the face of this bond.

The within bond is transferable only upon the books of the Treasurer of the Town of Brandon upon presentation to the Treasurer with a written assignment duly acknowledged or proved.

Date of Registration: October 13, 2023

Name and Address of

Registered Holder: UNITED STATES OF AMERICA  
acting through its Department  
of Agriculture  
87 State Street #324  
Montpelier, VT 05601-0249

---

Treasurer

\$3,780,000 TOWN OF BRANDON  
REGISTERED PUBLIC SEWER SYSTEM IMPROVEMENT  
BOND NO.1, DATED OCTOBER 13, 2023; DUE \$81,270.00  
APRIL 13/OCTOBER 13, 2024/2053

REGISTRATION RECORD

This is the municipal treasurer's official registration record. It should be kept carefully with all other permanent municipal records.

1. The treasurer should sign the registration certificate.
2. The registration certificate in this record corresponds with the bond of this issue bearing the same number.
3. Interest and principal is payable only to the registered bond holder as its name appears on the back of the bond itself and upon the corresponding page in this Registration Record.
4. Each transfer of ownership must be evidenced by an assignment in writing duly signed by the registered owner whose name appears of record.
5. Each transfer of ownership must be recorded by the municipal treasurer on the back of the bond being assigned and also on the correspondingly numbered page in this transfer record.
6. PAY INTEREST AND PRINCIPAL ONLY TO THE REGISTERED HOLDER AS ITS NAME APPEARS OF RECORD HEREIN.
7. Paid bond should be surrendered to the municipal treasurer and cancelled by writing "PAID" upon the face thereof. A corresponding entry of bond payments should be made on the appropriate line of this record.

If assistance is needed, communicate with

Elijah D. Emerson  
Primmer Piper Eggleston & Cramer PC  
P.O. Box 1489  
Burlington, VT 05401  
(603) 444-4008

**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as Town Clerk of the Town of Brandon hereby certify that the Selectboard of such Town is composed of five members, of whom five, constituting a quorum, were present at a meeting thereof duly called and held on the 12th day of April, 2021; and that the attached Loan Resolution was adopted at such meeting by the vote shown thereon. I further certify that as of October 13, 2023, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated this 13<sup>th</sup> day of October, 2023.

---

Town Clerk

## ATTORNEY'S CERTIFICATE AS TO NO-LITIGATION

The undersigned hereby certifies as follows:

1. That I am the Attorney for the Town of Brandon, Rutland County, Vermont in connection with an issue of general obligation bonds of said Town, which proposes to issue and sell to the United States of America, \$3,780,000 principal amount of Bonds, in the form of general obligation bonds in such amount; and,
2. As of the date of this certificate, to the best of my knowledge and belief, after due inquiry, there is no litigation of any nature now pending or threatened to restrain or enjoin the issuance or delivery of said Bonds, or in any manner questioning or affecting directly or indirectly, the validity of said bonds or the proceedings or authority for the issuance thereof, and neither the corporate existence nor the boundaries of said Town nor the title of any of the present officers thereof to their respective office is being contested.

This certificate is issued and may be relied upon only by the United States Department of Agriculture Rural Development in connection with the issuance of the aforesaid bonds and it may not be relied upon by any other entity or person, nor used for any other purpose.

IN WITNESS WHEREOF, I have hereunto set my hand this 13<sup>th</sup> day of October, 2023.

---

Attorney

Form FmHA-VT 1942-2  
(Rev. 7-7-82)



## LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-223-3.0

Loan Amount: \$849,457.00

1. Town of Brandon, the Municipality, hereby certifies to the Vermont Municipal Bond Bank ("Bond Bank") that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the "Project"), if any, as described in Exhibit A;
  - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Bond, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Bond shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality's certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified

approval of said Bond(s) then being delivered to the Bond Bank and that said Bond(s) will constitute valid and binding obligations of the Municipality.

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

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

8. Notwithstanding paragraph 15 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

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

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

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

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

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

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

13. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

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

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

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

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

18. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

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

20. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

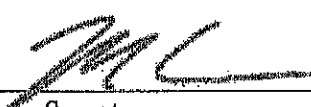
21. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.


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

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

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

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

Attest:  
  
\_\_\_\_\_  
Secretary

VERMONT MUNICIPAL BOND BANK  
By:   
\_\_\_\_\_  
Executive Director

Attest:  
  
\_\_\_\_\_  
Clerk

Town of Brandon  
By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer

Date \_\_\_\_\_

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Bond

EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This construction loan is for the additional construction funds needed for the wastewater treatment facility refurbishment and upgrade. Construction is being funded primarily by USDA and these additional construction funds are needed in order to make project funding whole post bid. This loan also consolidates all of the Step I and II loan funds and additional subsidy that has been provided for this project.

#### Conditions:

- 1) Repayment of this loan shall commence one (1) year after completion of the project.
- 2) The CWSRF program has determined that the expected weighted average useful life of the funded assets equals or exceeds the loan term.
- 3) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

#### ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

#### ECONOMIC:

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

#### SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)



EXHIBIT C

\$849,457.00

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

The Town of Brandon (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$849,457.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 2.00%, subject to change based on final disbursed value, beginning on 9/1/2024 as follows:

Vermont EPA Clean Water State Revolving Fund							
Brandon Town, Vermont							
Loan RF1-223-3.0							
Prepared on 4/10/2023							
Loan Terms							
Loan Amount:	\$849,457.00						
Loan Term Years:	20						
Interest rate:	0.0000%						
Administrative Fee:	2.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
9/1/2024	1	849,457.00	21,474.96	327,672.00	0.00	10,464.29	31,939.25
9/1/2025	2	600,310.04	21,904.46	0.00	0.00	10,006.20	31,910.66
9/1/2026	3	478,406.58	22,342.55	0.00	0.00	9,568.11	31,910.66
9/1/2027	4	458,069.03	22,789.40	0.00	0.00	9,121.26	31,910.66
9/1/2028	5	433,273.53	23,245.18	0.00	0.00	8,665.47	31,910.66
9/1/2029	6	410,028.44	23,710.08	0.00	0.00	8,200.57	31,910.66
9/1/2030	7	388,318.35	24,184.29	0.00	0.00	7,728.37	31,910.66
9/1/2031	8	368,134.06	24,667.98	0.00	0.00	7,242.68	31,910.66
9/1/2032	9	337,466.08	25,161.34	0.00	0.00	6,749.32	31,910.66
9/1/2033	10	312,304.74	25,664.57	0.00	0.00	6,246.09	31,910.66
9/1/2034	11	288,640.17	26,177.86	0.00	0.00	5,732.80	31,910.66
9/1/2035	12	260,462.31	26,701.41	0.00	0.00	5,209.26	31,910.66
9/1/2036	13	233,760.90	27,235.44	0.00	0.00	4,676.22	31,910.66
9/1/2037	14	208,625.46	27,780.15	0.00	0.00	4,130.61	31,910.66
9/1/2038	15	178,745.31	28,335.75	0.00	0.00	3,574.91	31,910.66
9/1/2039	16	160,409.58	28,902.47	0.00	0.00	3,008.19	31,910.66
9/1/2040	17	121,607.09	29,480.62	0.00	0.00	2,430.14	31,910.66
9/1/2041	18	92,026.57	30,070.13	0.00	0.00	1,840.53	31,910.66
9/1/2042	19	61,956.44	30,671.59	0.00	0.00	1,239.13	31,910.66
9/1/2043	20	31,284.91	31,284.91	0.00	0.00	625.70	31,910.61
			521,785.00	327,672.00	0.00	116,456.74	
For planning purposes only. Figures subject to change based on actual disbursements.							

EXHIBIT C

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

This Bond is issued by the Municipality for the purpose of financing of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the legal voters of the Municipality duly passed on 2/3/2023.

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

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

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

Town of Brandon

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$849,457.00

Town of Brandon

GENERAL OBLIGATION BOND

CERTIFICATE OF REGISTRATION

It is hereby certified that this Bond is a fully registered Bond, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Bond. The name and address of the original registered owner of this Bond is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

\_\_\_\_\_  
Treasurer

EXHIBIT D

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

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

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

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

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$849,457.00 to be discounted by the amount of up to \$327,672, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 2.00%.

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

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

## EXHIBIT D

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

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

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

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

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

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond in the face amount of \$849,457.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Bond and the Loan Agreement.

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

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

EXHIBIT D

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

ATTEST:

Town of Brandon

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63692 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 10/09/23 To 10/09/23

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301024	09/21/23	ammunition 31657	10-5-14-30120 Professional Supplies	120.00	52959	10/09/23
310590	10/02/23	sept windows 7668	10-5-22-43100 Town Office	60.00	52960	10/09/23
100856	09/20/23	solenoid valve coil 7027939174	10-5-15-41160 HW Maint. Supplies-Vehicl	117.70	52961	10/09/23
100028	09/19/23	repairs to wood chipper 061249	10-5-15-44130 Tree Removal/Planting	1473.52	52962	10/09/23
100255	10/02/23	Sept portion of pymts 9/30/23	90-5-15-90600 Paid To BFD No 1	120834.02	52963	10/09/23
100275	09/28/23	appropriation OCT 2023	10-5-25-70470 Brandon Library	7666.67	52964	10/09/23
100280	09/28/23	roof brush 4643/3	10-5-15-41110 New Equipment-Misc. Tools	22.77	52965	10/09/23
100280	09/28/23	putty knife 4651/3	10-5-22-43080 Highway Bldg Maint	17.18	52965	10/09/23
100280	10/02/23	duct tape 5308/3	20-5-55-43160 Maint. Supplies - General	13.99	52965	10/09/23
100280	10/02/23	hose/couplings/clamps 5324/3	20-5-55-43160 Maint. Supplies - General	34.76	52965	10/09/23
100280	10/04/23	hose, nozzle 5552/3	10-5-22-43080 Highway Bldg Maint	73.97	52965	10/09/23
100310	09/28/23	appropriation OCT 2023	10-5-25-70480 Senior Citizen Center	1125.00	52966	10/09/23
311203	09/22/23	Newton Rd-Mob pmt #1 391	56-5-60-50100 FEMA-July 2023 Newton Rd	50000.00	52948	09/25/23
301503	09/19/23	diesel fuel 501673	10-5-15-41130 Fuel - Vehicles HW	935.91	52967	10/09/23
301503	09/27/23	diesel fuel 502295	10-5-15-41130 Fuel - Vehicles HW	1235.39	52967	10/09/23
310097	09/27/23	service: 10/04 - 11/03 TO 09/27/23	10-5-10-42100 Telephone Exp. Admin.	623.95	52968	10/09/23
310097	09/21/23	service: 09/28 - 10/27 WW 09/21/23	20-5-55-42100 Wastewater Telephone	204.35	52969	10/09/23
310037	09/18/23	service: Aug 18 to Sep 17 TR 09/18/23	10-5-22-43150 Town Hall Repair/Maint.	88.40	52970	10/09/23
310177	09/28/23	oct host fee 155359	10-5-13-30123 Records Preservation	295.00	52971	10/09/23
310733	10/01/23	dumpster SEPT 2023	20-5-55-50160 Sludge Disposal	450.00	52972	10/09/23
300466	09/19/23	portable toilets 83717	10-5-18-60100 Seminary Hill	130.00	52973	10/09/23
300466	09/19/23	portable toilets 83717	10-5-18-43130 Estabrook	130.00	52973	10/09/23
100494	09/29/23	testing 464200	20-5-55-22120 Testing	45.00	52974	10/09/23
100494	10/03/23	testing 465133	20-5-55-22120 Testing	250.00	52974	10/09/23
300187	09/16/23	plant mix 233813	10-5-15-46140 Gravel	407.27	52975	10/09/23

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63692 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 10/09/23 To 10/09/23

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
300187	09/23/23	FLORENCE CRUSHED STONE plant mix 233857	10-5-15-46140 Gravel	3580.53	52975	10/09/23
311128	09/15/23	GREEN MOUNTAIN GARAGE repairs to 2011 Workstar 203790	10-5-15-41180 HW Outside Maint. - Vehic	1163.33	52976	10/09/23
311128	09/18/23	GREEN MOUNTAIN GARAGE brake cleaner, towels 203881	10-5-15-41160 HW Maint. Supplies-Vehicl	26.77	52976	10/09/23
311128	09/18/23	GREEN MOUNTAIN GARAGE headlights 203889	10-5-15-41160 HW Maint. Supplies-Vehicl	19.98	52976	10/09/23
311128	09/25/23	GREEN MOUNTAIN GARAGE bearing 204208	10-5-15-41160 HW Maint. Supplies-Vehicl	93.62	52976	10/09/23
311128	10/02/23	GREEN MOUNTAIN GARAGE blister pack capsules 204462	10-5-15-41160 HW Maint. Supplies-Vehicl	19.90	52976	10/09/23
311128	10/02/23	GREEN MOUNTAIN GARAGE battery, soap, gloves 204485	10-5-15-41160 HW Maint. Supplies-Vehicl	198.97	52976	10/09/23
100559	09/19/23	HACH COMPANY pH gel probe 13745257	20-5-55-43160 Maint. Supplies - General	422.00	52977	10/09/23
100559	09/20/23	HACH COMPANY pH meter 13746310	20-5-55-41110 New Equipment-Misc Tools	806.00	52977	10/09/23
301065	09/05/23	HARDING, MARTIN mulch bales 732106	10-5-15-46130 Culverts	640.00	52978	10/09/23
300600	09/27/23	HOLLAND COMPANY INC sodium bisulfite FI-23788	20-5-55-50140 Sodium Bisulfite	2534.02	52979	10/09/23
311204	09/29/23	HOPKINS, SETH mileage, EnergyCom prints 9/29/23	10-5-12-40100 Energy Cm Public Outreach	186.30	52980	10/09/23
311204	09/29/23	HOPKINS, SETH mileage, EnergyCom prints 9/29/23	10-5-10-10310 Travel & Expenses	160.47	52980	10/09/23
301025	09/12/23	IMPACT FYRE SERVICES LLC fire extinguishers 25023461	10-5-14-30120 Professional Supplies	560.00	52981	10/09/23
300645	09/26/23	LAMOTTE COMPANY reagent 777683	20-5-55-30120 Professional Supplies	87.55	52982	10/09/23
100029	09/22/23	LAWES AGRICULTURAL SERVIC grass seed 32187	56-5-10-50100 Arnold Dist Rd - paving	40.00	52983	10/09/23
311176	10/04/23	LILY WHITE CLEANING SERVI cleaning 100423	10-5-22-10130 Admin Custodian	367.50	52984	10/09/23
311176	10/04/23	LILY WHITE CLEANING SERVI cleaning 100423	10-5-22-10120 PD Custodian	192.50	52984	10/09/23
310406	09/19/23	LINSTAR ID cards 115218-R	10-5-14-10320 Clothing Allowance	12.80	52985	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	20-5-55-10218 HRA WW	5.00	52986	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-22-10218 HRA	2.50	52986	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-18-10218 HRA	2.50	52986	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-15-10218 HRA HW	5.00	52986	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-14-10218 HRA PD	10.00	52986	10/09/23
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-13-10218 HRA	5.00	52986	10/09/23



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TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63692 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 10/09/23 To 10/09/23

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
301083	10/05/23	MVP SELECT CARE INC Sept 2023 - HRA 2023-09	10-5-10-10218 HRA Admin	5.00	52986	10/09/23
310795	09/22/23	NATIONAL BUSINESS TECHNOLOGICAL service contract printers IN569658	10-5-10-30130 Service Contracts	57.51	52987	10/09/23
310795	09/22/23	NATIONAL BUSINESS TECHNOLOGICAL service contract copiers IN569659	10-5-10-30130 Service Contracts	130.00	52987	10/09/23
100788	10/04/23	NEW ENGLAND MUNICIPAL RES Lisa - Sept 53649	10-5-11-22140 Property Assessor	1116.25	52988	10/09/23
100274	10/04/23	PETTY CASH - TOWN OFFICE postage listers/zoning OCT 2023	10-5-12-30132 Planning/Zoning Postage	42.53		---/--/---
100274	10/04/23	PETTY CASH - TOWN OFFICE postage listers/zoning OCT 2023	10-5-10-30132 Postage Expenses	54.00		---/--/---
311136	10/02/23	PHENOVA, INC. quality assurance tests 198123	20-5-55-30120 Professional Supplies	398.90	52989	10/09/23
300375	10/02/23	RUTLAND CITY August sludge processing 34496 SLUDG	20-5-55-50160 Sludge Disposal	6300.00	52990	10/09/23
100491	10/01/23	RUTLAND HERALD DRB hearing notice 00135134	10-5-12-30310 Legal Advertising	100.40	52991	10/09/23
310418	10/01/23	SILLOWAY NETWORKS INC tech support 42219527	10-5-10-30134 Technical Support	150.00	52992	10/09/23
310418	10/01/23	SILLOWAY NETWORKS INC monthly monitoring 42219528	10-5-10-30134 Technical Support	762.00	52992	10/09/23
310397	09/15/23	SOUTHWORTH-MILTON, INC. door latch INV3025495	10-5-15-41160 HW Maint. Supplies-Vehicl	112.39	52993	10/09/23
310921	09/27/23	STEARNS SERVICES LLC consulting fee 1206	10-5-10-30130 Service Contracts	360.00	52994	10/09/23
310921	10/03/23	STEARNS SERVICES LLC consulting fee 1208	10-5-10-30130 Service Contracts	135.00	52994	10/09/23
300592	09/25/23	SUBURBAN PROPANE, L.P. propane @ Newton p.s. 540642	20-5-55-42110 LP Gas - Bldgs	207.47	52995	10/09/23
101071	10/03/23	THE BOOKSTORE MERP Grant-Book order 20-1	56-5-86-20500 Energy Comm-MERP	1199.94	52996	10/09/23
311162	03/19/23	TI SERVICES repair mower head 03/19/23	10-5-15-44120 Roadside Mower- Maint	250.00	52997	10/09/23
101086	10/02/23	TOWNLIN EQUIPMENT SALES, bucket teeth, flex pins IP17192	10-5-15-41160 HW Maint. Supplies-Vehicl	152.05	52998	10/09/23
100729	10/02/23	TREASURY OPERATIONS DIVIS marriages july thru sept SEPT 2023	10-2-00-02113 Marriage Lic. Fees to Sta	845.00	52999	10/09/23
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	20-5-55-60800 USDA Bond Loan #8 Interes	74.50		---/--/---
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	20-2-00-02525 CARVER REFI 2012 SERIES 5	4229.08		---/--/---
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	55-1-00-01600 Amt for Long Term Debt	-41760.00		---/--/---
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	10-5-19-60500 2016 Segment 6 Bond	51916.04		---/--/---
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	55-2-00-02517 Infrastructure Bond	41760.00		---/--/---
310490	09/15/23	US BANK Bond pymts- Nov 2023 NOV 23	55-1-00-01600 Amt for Long Term Debt	-19750.00		---/--/---

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TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63692 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 10/09/23 To 10/09/23

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Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	55-2-00-02512 Long Term Debt Bond	135000.00	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	10-5-19-48140 RT 7 Town Share -2006	141936.26	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	55-2-00-02516 PD VT Municipal Bond	19750.00	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	55-1-00-01600 Amt for Long Term Debt	-135000.00	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	10-5-19-60410 PD Bond Payment	21310.45	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	20-5-55-61000 USDA Bond Loan #9 Interes	3406.47	-----	---/---/---
310490	09/15/23	Bond pymts- Nov 2023 NOV 23	20-2-00-02524 SEWER IMPROV SERIES 4	19261.16	-----	---/---/---
310988	10/02/23	hose, clamps A20779	10-5-15-44130 Tree Removal/Planting	26.78	53000	10/09/23
100042	10/06/23	2023 membership dues 2023	10-5-14-10330 Dues & Subscriptions	240.00	53001	10/09/23
200284	10/04/23	23/24 dues OCT 2023	10-5-13-10330 Dues & Subscriptions	35.00	53002	10/09/23
310046	09/20/23	paper towels 241265207	10-5-22-43180 Maint. Supplies Bldgs.	33.99	53003	10/09/23
310046	09/20/23	cleaning supplies 241276088	10-5-22-43180 Maint. Supplies Bldgs.	19.74	53003	10/09/23
310046	09/20/23	cleaning supplies 241276088	10-5-14-30110 Office Supplies	75.98	53003	10/09/23
310046	09/22/23	towels tissue liners soap 241329871	10-5-22-43180 Maint. Supplies Bldgs.	370.01	53003	10/09/23
310046	09/25/23	cleaner 241372264	10-5-22-43180 Maint. Supplies Bldgs.	36.74	53003	10/09/23
311070	09/30/23	fuel cards - Sept 2023 92322315	10-5-22-43120 Municipal Mowing-maint	158.61	53004	10/09/23
311070	09/30/23	fuel cards - Sept 2023 92322315	10-5-14-41130 Fuel - Vehicles	2169.94	53004	10/09/23
311070	09/30/23	fuel cards - Sept 2023 92322315	20-5-55-41130 Fuel - Vehicles	27.11	53004	10/09/23
311070	09/30/23	fuel cards - Sept 2023 92322315	10-5-15-41130 Fuel - Vehicles HW	225.16	53004	10/09/23

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01:18 pm

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63692 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 10/09/23 To 10/09/23

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Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				455428.55		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*455,428.55  
Let this be your order for the payments of these amounts.

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CYCLEWISE, INC  
 130 ETHAN ALLEN HWY  
 NEW HAVEN VT 05472  
 1-802-388-0669

**PURCHASE AGREEMENT**

BRANDON POLICE DEPT

Date  
 Order No.

Lienholder: No Lienholder

H	W	C							
Unit(s) Sold	Stock No.	N/U	Year	Make	Model	Serial No.	Color	Odom	Amount
ORDERED	N		2022	ZERO MOTORC	FXP			3	\$16,695.00

Trade Information									
Year	Make	Model	Serial No.	Color	Odom	Trade \$			

**ACCESSORIES**

White Metal Box Small	\$202.50	1	\$202.50
Top Box Rack Kit (White Side Pan	\$112.50	1	\$112.50
Parking Brake Kit	\$270.00	1	\$270.00
COMMUTER SCREEN	\$180.00	1	\$180.00

TOTAL UNIT(S) PRICE:	\$16,695.00
FREIGHT:	\$495.00
HANDLING:	\$225.00
PARTS/ACCESSORIES	\$765.00
INSTALLATION:	\$0.00
LESS TRADE ALLOWANCE:	\$0.00
<b>SUBTOTAL:</b>	<b>\$18,180.00</b>
SALES TAX:	\$0.00
DOCUMENTATION FEE:	\$90.00
REG TITLE FEES:	\$48.00
SERVICE CONTRACT:	\$0.00
GAP PROTECTION	\$0.00
THEFT	\$0.00
PRE-PAID MAINTENANCE PLAN	\$0.00
PLUS TRADE PAYOFF:	\$0.00
<b>SALE TOTAL:</b>	<b>\$18,318.00</b>
DOWN PAYMENT:	\$0.00
BALANCE DUE:	\$18,318.00
FINANCE CHARGE:	\$0.00
<b>TOTAL OF PAYMENTS:</b>	<b>\$18,318.00</b>

**Monthly Payment of \$18,318.00 For 1 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Purchaser \_\_\_\_\_ Dealer Authorized Acceptance \_\_\_\_\_

Co-Purchaser \_\_\_\_\_

Solicitation Title:	FY 2023 COPS Technology and Equipment Program Invitational	Solicitation Category:	N/A
Project Title:	FY23 COPS Technology and Equipment Program (Congressionally Directed Spending)	Federal Award Amount	\$18,000.00
Project Period:	12/29/22 - 12/31/24	UEI:	J4C5TNNNDUEP3
Managing Office:	COPS	COPS ORI:	---
DOJ Grant Manager:	MONIQUE BOLTON	TIN:	036000390
Grant Award Administrator:	David Kachajian		
FAW Case ID	FAW-177124		

**Award Letter**

September 20, 2023

Dear Bill Moore,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by BRANDON, TOWN OF for an award under the funding opportunity entitled 2023 FY 2023 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$18,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS  
COPS Director

**Solicitation Title**

2023 FY 2023 COPS Technology and Equipment Program Invitational Solicitation

**Project Title**

FY23 COPS Technology and Equipment Program (Congressionally Directed Spending)

**Project Description**

The FY 2023 COPS Office Technology and Equipment Program (TEP) is an invitation-only grant program designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/ COPS Law Enforcement Technology and Equipment" in the Joint Explanatory Statement -- Division B, which is incorporated by reference into Public Law 117-328.

**Cover Sheet for Brandon Residents Applying  
for Appointment to Town Boards, Commissions,  
Committees, and Public Offices**



Position Applying for	Budget Committee		
Your name	Doug Bailey		
Physical address	736 BASIN RD	Mailing if different	
Best telephone	247-8386	Alternate telephone	
Email address	BAILEYSDBLDRANCH@YAHOO.COM		
You understand that your application for this position will be made public:		<input checked="" type="checkbox"/>	YES initials _____
You are a legal resident of the Town of Brandon, Vermont		<input checked="" type="checkbox"/>	YES initials _____

Thank you for your willingness to serve the Town of Brandon. Applicants interested in serving on a board, commission, or committee of the Town are asked to:

- Attend at least one meeting of that board before applying to be seated on it
- Provide the information requested on this cover sheet to the town manager ([shopkins@townofbrandon.com](mailto:shopkins@townofbrandon.com))

Appointees are asked to:

- Attend all regular and special meetings of the board
- Comply with Vermont Open Meeting Law (a handbook will be provided to you by the Town)
- Follow the Town of Brandon Conflict of Interest and Ethical Conduct Policy
  - (published at [www.townofbrandon.com](http://www.townofbrandon.com) under "Resources")
- Contribute to efficient work by reviewing all appropriate material before each meeting
- Advise the town manager immediately should you resign before your term ends

In a brief letter submitted with this cover sheet, please summarize the reasons you are requesting appointment, any skills or qualifications you may bring to the position, and any other information you feel would be relevant and helpful to the selectboard as it makes its selection.

By submitting this application, I affirm that the facts set forth in it are true and complete.

Signature: D. A. Bailey Date: 10-5-23

The Town of Brandon is committed to providing equal employment and volunteer opportunities without regard to race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, disability, or any other protected characteristic as outlined by federal, state, or local laws.

**From:** Dawn Bailey baileysdbdranch@yahoo.com  
**Subject:** Budget committee  
**Date:** October 3, 2023 at 10:19 AM  
**To:** Hopkins, Seth shopkins@townofbrandon.com

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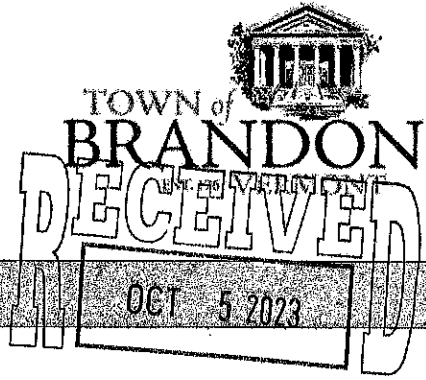
I would like to be considered to be on the budget committee that will be working on the 24 / 25 budget. As a former board member and budget committee member I feel qualified to contribute to this process.

Thank you  
D Bailey

Sent from my iPhone



**Cover Sheet for Brandon Residents Applying  
for Appointment to Town Boards, Commissions,  
Committees, and Public Offices**



Position Applying for	Budget Committee		
Your name	Janet Coolidge		
Physical address	148 Fox Rd	Mailing if different	By: _____
Best telephone	247-2879	Alternate telephone	802-353-1125
Email address	jcoolid@yahoo.com		
You understand that your application for this position will be made public:	<input checked="" type="checkbox"/>	YES	initials JK
You are a legal resident of the Town of Brandon, Vermont	<input checked="" type="checkbox"/>	YES	initials JK

Thank you for your willingness to serve the Town of Brandon. Applicants interested in serving on a board, commission, or committee of the Town are asked to:

- **Attend at least one meeting** of that board before applying to be seated on it
- Provide the information requested on this cover sheet to the town manager ([shopkins@townofbrandon.com](mailto:shopkins@townofbrandon.com))

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- Follow the Town of Brandon Conflict of Interest and Ethical Conduct Policy
  - (published at [www.townofbrandon.com](http://www.townofbrandon.com) under "Resources")
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- Advise the town manager immediately should you resign before your term ends

In a brief letter submitted with this cover sheet, please summarize the reasons you are requesting appointment, any skills or qualifications you may bring to the position, and any other information you feel would be relevant and helpful to the selectboard as it makes its selection.

By submitting this application, I affirm that the facts set forth in it are true and complete.

Signature: Janet Coolidge Date: 9-30-23

The Town of Brandon is committed to providing equal employment and volunteer opportunities without regard to race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, disability, or any other protected characteristic as outlined by federal, state, or local laws.

September 30, 2023

Brandon Select Board  
49 Center St  
Brandon, VT 05733

Dear Select Board members:

Please accept this letter as my interest in remaining on the budget committee. I was appointed to the budget committee in 2014. I enjoy and look forward in continuing to bring forward tax payers and citizens comments.

I helped manage the IT/Telecom budget at Green Mountain Power. My experience, over the years, with many different budget scenarios has helped me with the process and ideas working on budgets.

I am invested in this process and hope we can continue to learn from the past so the budget will pass on the first try.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Janet Coolidge".

Janet Coolidge

**Cover Sheet for Brandon Residents Applying  
for Appointment to Town Boards, Commissions,  
Committees, and Public Offices**



<b>Position Applying for</b>	Budget Advisory Committee		
<b>Your name</b>	Neil Silins		
<b>Physical address</b>	5 Marble St	<b>Mailing if different</b>	
<b>Best telephone</b>	773-345-7533	<b>Alternate telephone</b>	
<b>Email address</b>	nsilinsvt@gmail.com		
<b>You understand that your application for this position will be made public:</b>		<input checked="" type="checkbox"/> YES	initials <i>NS</i>
<b>You are a legal resident of the Town of Brandon, Vermont</b>		<input checked="" type="checkbox"/> YES	initials <i>NS</i>

Thank you for your willingness to serve the Town of Brandon. Applicants interested in serving on a board, commission, or committee of the Town are asked to:

- **Attend at least one meeting** of that board before applying to be seated on it
- Provide the information requested on this cover sheet to the town manager ([shopkins@townofbrandon.com](mailto:shopkins@townofbrandon.com))

Appointees are asked to:

- Attend all regular and special meetings of the board
- Comply with Vermont Open Meeting Law (a handbook will be provided to you by the Town)
- Follow the Town of Brandon Conflict of Interest and Ethical Conduct Policy
  - (published at [www.townofbrandon.com](http://www.townofbrandon.com) under "Resources")
- Contribute to efficient work by reviewing all appropriate material before each meeting
- Advise the town manager immediately should you resign before your term ends

In a brief letter submitted with this cover sheet, please summarize the reasons you are requesting appointment, any skills or qualifications you may bring to the position, and any other information you feel would be relevant and helpful to the selectboard as it makes its selection.

By submitting this application, I affirm that the facts set forth in it are true and complete.

Signature: *Neil Silins* Date: 10/21/23

The Town of Brandon is committed to providing equal employment and volunteer opportunities without regard to race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, disability, or any other protected characteristic as outlined by federal, state, or local laws.

Neil Silins  
5 Marble St.  
Brandon, VT 05733  
October 2, 2023

Mr. Hopkins  
Town Manager  
Town of Brandon  
49 Center Street  
Brandon, VT 05733

Dear Mr. Hopkins:

Please consider this to be my expression of interest and application for a seat on the Budget Advisory Workshop. I have previously served on this board and found the work to be interesting and stimulating. Additionally, I believe I have done a creditable job in carrying out the mandate of the workshop/committee.

I am reasonably familiar with book-keeping practices and with town finances. I feel I can continue to have a positive influence on the decision-making process carried out in this workshop/committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Silins", with a long horizontal flourish extending to the right.

Neil Silins

**Cover Sheet for Brandon Residents Applying  
for Appointment to Town Boards, Commissions,  
Committees, and Public Offices**



Position Applying for			
Your name	BARRY VARIAN		
Physical address	1 DYER ST	Mailing if different	
Best telephone	802 779 1558	Alternate telephone	
Email address	baryvarian@gmail.com		
You understand that your application for this position will be made public:	<input checked="" type="checkbox"/>	YES	initials BV
You are a legal resident of the Town of Brandon, Vermont	<input checked="" type="checkbox"/>	YES	initials BV

Thank you for your willingness to serve the Town of Brandon. Applicants interested in serving on a board, commission, or committee of the Town are asked to:

- Attend at least one meeting of that board before applying to be seated on it
- Provide the information requested on this cover sheet to the town manager ([shopkins@townofbrandon.com](mailto:shopkins@townofbrandon.com))

Appointees are asked to:

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- Comply with Vermont Open Meeting Law (a handbook will be provided to you by the Town)
- Follow the Town of Brandon Conflict of Interest and Ethical Conduct Policy
  - (published at [www.townofbrandon.com](http://www.townofbrandon.com) under "Resources")
- Contribute to efficient work by reviewing all appropriate material before each meeting
- Advise the town manager immediately should you resign before your term ends

In a brief letter submitted with this cover sheet, please summarize the reasons you are requesting appointment, any skills or qualifications you may bring to the position, and any other information you feel would be relevant and helpful to the selectboard as it makes its selection.

By submitting this application, I affirm that the facts set forth in it are true and complete.

Signature: Barry Varian Date: 10-2-2023

The Town of Brandon is committed to providing equal employment and volunteer opportunities without regard to race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, disability, or any other protected characteristic as outlined by federal, state, or local laws.

From: Barry Varian [barryvarian@gmail.com](mailto:barryvarian@gmail.com)  
Subject: Budget committee  
Date: Oct 2, 2023 at 7:51:29 PM  
To: Barry Varian [barryvarian@gmail.com](mailto:barryvarian@gmail.com)

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Select board members,

I am writing to request consideration for appointment to the budget committee. I have served in that capacity for several budget cycles and proudly contributed to the creation of successful and meaningful budgets in each.

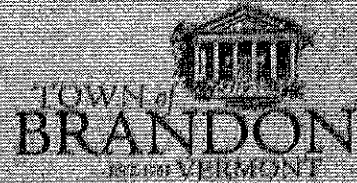
Through that process I brought perspective as longtime community member and retired business leader. Through the sessions I have gained knowledge of the operational costs associated with keeping our town compliant with sustainable infrastructure and continuing focus on growth and development.

I have an understanding of many of the thought processes that have guided us to a positive point in our recent evolution and would like to continue to be a part of that going forward.

Respectfully,  
Barry Varian

Sent from my iPhone

**Cover Sheet for Brandon Residents Applying  
for Appointment to Town Boards, Commissions,  
Committees, and Public Offices**



Position Applying for	Budget Committee		
Your name	Patricia (Tricia) Welch		
Physical address	13 Mt Pleasant Dr	Mailing if different	
Best telephone	413-320-8918	Alternate telephone	
Email address	pwelchf1@gmail.com		
You understand that your application for this position will be made public:	<input checked="" type="checkbox"/>	YES	Initials PW
You are a legal resident of the Town of Brandon, Vermont	<input checked="" type="checkbox"/>	YES	Initials PW

Thank you for your willingness to serve the Town of Brandon. Applicants interested in serving on a board, commission, or committee of the Town are asked to:

- Attend at least one meeting of that board before applying to be seated on it
- Provide the information requested on this cover sheet to the town manager ([manager@townofbrandon.com](mailto:manager@townofbrandon.com))

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- Contribute to efficient work by reviewing all appropriate material before each meeting
- Advise the town manager immediately should you resign before your term ends

In a brief letter submitted with this cover sheet, please summarize the reasons you are requesting appointment, any skills or qualifications you may bring to the position, and any other information you feel would be relevant and helpful to the selectboard as it makes its selection.

By submitting this application, I affirm that the facts set forth in it are true and complete.

Signature: Patricia L. Welch

Date: 9/28/2023

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September 27, 2023

To the Selectboard of Brandon, Vermont,

I am applying for an appointment to the Budget Committee for the Town of Brandon. I believe my experiences both in my career and volunteer work qualifies me as a viable candidate.

I am an active member of the Brandon community and a Justice of the Peace. As a Sales and Development Vice President for an international skin care company responsible for creating and managing a \$25 million budget, I have the skills to decipher where money can be best raised and where it is most effectively used. As an Executive Director and Board member of several non-profit organizations throughout my life I understand the responsibility of not squandering hard-won income, while still accomplishing a mission. I am a former state representative for Vermont and have grappled with state funding and budget meetings. In past communities I have served on economic development committees and been appointed treasurer several times.

I wish to bring all my experience to the Budget Committee to serve the residents of Brandon to my fullest capacity.

Thank you for your consideration.

Patricia (Tricia) Welch  
13 Mt Pleasant Dr  
Brandon, VT