

**Brandon Selectboard Meeting Agenda
Monday, April 28, 2025 @ 7PM
Brandon Town Hall, 1 Conant Square, Brandon, Vermont**

Zoom Meeting ID	253 279 4161
Zoom Link	https://zoom.us/j/2532794161
Telephone Option	Dial (929) 205-6099. Enter Meeting ID 253 279 4161 # then # again

- 1 Call to Order & Agenda Adoption
- 2 Selectboard Members' Remarks
- 3 Recurring Matters
 - a Selectboard minutes — April 14, 2025
 - b Warrant — April 28, 2025 \$147,253.01
 - c Unclaimed property warrant — \$1,412.49
- 4 Presentation by CornerstoneHousing Partners for 30 Conant Square
- 5 Town Manager's Report
- 6 Community Development Report
- 7 Update from SolarFest on August festival
- 8 Police fleet status & replacement plan
- 9 Accept no-match grant for replacement Town vehicle
- 10 Approve renewal of Rutland Regional Public Works Mutual Aid Agreement
- 11 Appointments to Rutland Regional Boards through June 30, 2026:
 - a Planning Commission: Jack Schneider; alternate Lisa Peluso
 - b Transportation Advisory: Jeremy Disorda; alternate Brian Kilpeck
- 12 Resolution retaining legal counsel for tax sale
- 13 Close Park Street for Memorial Day parade Monday, May 26, from 10AM
- 14 Public Comment and Participation
- 15 Adjourn

**Brandon Select Board Meeting
April 14, 2025**

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

Board Members In Attendance: Doug Bailey, Brian Coolidge, Ralph Ethier, Cecil Reniche-Smith, Jeff Haylon

Others In Attendance: Seth Hopkins, Bill Moore, Shirley Markland, Bernie Carr, Gerad Lowell, Barry Varian, Dennis Reisenweaver, Brent Buehler, Steve Bisette, Karen Rhodes, Billy Bullock, Jack Schneider, Vicki Disorda, Claire Astone, Arturo Mendiola

Others by Zoom: Adam Murach, Greg Smela, Tricia Welch, Neil Silins, George Wetmore, Jan Coolidge

1. Call to order

The meeting was called to order by Doug Bailey at 7:06PM.

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

Item 4 - Presentation by Cornerstone Housing Partners for 30 Conant Square to be postponed to a future meeting.

2. Select Board Members' Remarks

Doug Bailey requested anyone who wished to speak to come to the podium to speak for part of the recorded meeting and to enable people on Zoom to hear and asked all to be polite.

3. Recurring Matters

a) Select Board Minutes – March 24, 2025

Motion by Brian Coolidge/Cecil Reniche-Smith to approve the minutes of March 24, 2025, as amended. **The motion passed unanimously.**

Correction to Mr. Manning's first name to Ken.

b) Warrant – April 14, 2025 - \$280,630.04

Motion by Cecil Reniche-Smith/Jeff Haylon to approve the warrant in the amount of \$280,630.04. **The motion passed unanimously.**

4. Presentation by Cornerstone Housing Partners for 30 Conant Square

This agenda item was postponed to a future meeting.

5. 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.

Seth Hopkins reported the Town Highway crew has switched to the warm weather schedule and this week for those who live downtown, on Tuesday and Wednesday people are asked to park off-street for street-sweeping starting at midnight to 6AM. Mr. Hopkins sent a text message to the residents and posted the announcement on the Town's website. Mr. Hopkins reported the downtown lamps are not lit as a motorist knocked down one of the lampposts and the only fix would be to remove the post and tie off the connection. For safety, that entire string of lights have been shut off. Mr. Hopkins announced there is a

temporary part-time position as an administrative person at the police station due to a leave of absence. The town attorney has sent the collection letters and the Town has collected \$30,000 with additional payments received today. The audit has come in and has been given to federal and state agencies. It is clean and unmodified with no weakness in internal controls. Mr. Hopkins noted Jackie Savelle and Sue Gage worked with the auditors. Mr. Hopkins advised he attended a Capital Planning forum in Barre on Thursday that was very informative that will assist in creating a capital improvement program. Mr. Hopkins has submitted five grant applications in the last day totaling \$500,000 that are competitive grants. Mr. Hopkins has submitted a request for \$20,000 from the Trustees of Public Funds for wastewater sampling machines. Currently the wastewater treatment staff are doing this work by hand that has been an occasional 24-hour period, but the EPA is now requiring this sampling to be done once per week. This was not a foreseen expense and is part of the upgrade. The machines are not expensive and should last a decade. The other four grants are for Class 2 paving of McConnell Road, Union Street, Pearl Street, and High Pond Road. The grants have all been acknowledged as received. Mr. Hopkins noted he is trying to find as much funding as possible outside of property taxes.

6. Community Development Report

Bill Moore provided the following Community Development Report:

"Table Tennis @ OV North Campus has been suspended for the spring.

Congratulations to the 2025 Kids Idol winner, Owen Lewis. This second grader's impressive rendition of the song My Shot from the musical Hamilton earned him the title and the opportunity to perform at the Brandon Idol finale on May 16th.

Adult Pick-up Basketball on Thursdays will be moving from Neshobe to Otter Valley starting in May.

Summer planning has begun. Some new offerings:

Basketball clinic at OV, Cheer clinic at the Town Hall, Field Hockey, Disc Golf, Archery, and outdoor photography camp and more being planned for the slate of summer programming. Brochure is being made for distribution in May.

Town Hall News:

Colleen Wright Events is renting the town hall to present the always popular, Wildlife Encounters, on April 18th. \$5 tickets available at the door.

World of Hurt Wrestling returns to the Brandon Town Hall on April 26th 7pm. This is a rental; tickets are available at the door and on sale at their website.

May 2nd the town hall will host "Haunted House" as a part of the Colleen Wright Events "Halfoween" weekend. Tickets at the door and online.

May 10th The Brandon Town Hall will once again play host to the wildly popular Jeff Rapsis, silent Movie presenter, and the film "The Strong Man (1926). For years the Friends of the Brandon Town Hall (FOTH) would produce this unique monthly offering. With the FOTH completing their mission to renovate the town hall, their organization ceased operations BUT have worked to fund this time-honored late-spring to fall monthly offering. Free admission, donations accepted (donations will be used to fund the future year's silent movie series)."

Bill Moore reported the Town received a FRCF application for 191 Newton Road for the buyout and are currently going through the process. The State was glad to fund it as this property could be used for more floodplain restoration and groundwork capacity to accept more flow of the Neshobe River.

Doug Bailey asked when the roof work would be done for the Town Hall. Seth Hopkins reported they are expected to be here sometime in May to do the roof.

7. Designate Board Chair or Vice-Chair to Sign Payroll Warrants Between Meetings

Brandon Select Board Meeting
April 14, 2025

Doug Bailey advised this item was discussed at the last meeting.

Motion by Cecil Reniche-Smith/Jeff Haylon to appoint the Board Chair and Vice-Chair to sign payroll warrants between meetings per 243 V.S.A.1623. **The motion passed unanimously.**

8. Certify Compliance for Town Road & Bridge Standards and Network Inventory

Seth Hopkins advised this is an annual certification required by the State. The Town has standards for roads and bridges and an up-to-date highway report. Mr. Hopkins noted this compliance is required for participation in the Class 2 paving grants.

Motion by Jeff Haylon/Cecil Reniche-Smith to sign the Certification of Compliance for Town Road & Bridge Standards and Network Inventory as presented. **The motion passed unanimously.**

9. Approve Annual Financial Plan for Town Highways

Seth Hopkins reported this Plan is for State aid for Class 1, 2 and 3 roads. The \$1300 is fees for overweight permits and the \$100,000 is the local option tax that had been discussed. The Plan totals \$797,655. The State asks for a breakdown between winter and summer maintenance and asks the Town to sign the certification to raise taxes to spend a minimum of \$300/mile and the Town's Plan will spend \$797,655 or \$13,643 per mile.

Motion by Brian Coolidge/Cecil Renich-Smith to approve the annual financial plan for the town highways. **The motion passed unanimously.**

10. Consider Purchase Order #12401 for Used Case JX65 Tractor for Roadside Mowing

Seth Hopkins noted that during the budget planning the figure was \$35,000 necessary to replace the roadside mower. Since that time, Jeremy Disorda has investigated and has discussed with other towns about their mowers. Mr. Disorda would rather buy a used case tractor for \$16,500 and put an offset mower on the back so the tractor does not get tied up. Two additional quotes were received and Mr. Disorda is comfortable with the condition and price. A new one would be twice the money. Mr. Hopkins recommended funding from the Capital fund as the Town has realized \$16,500 from the sale of the rusted dump truck the Town could not use so the purchase would be a wash. Doug Bailey was in favor of the purchase as this item was removed during the budget workshop but this would allow the purchase without dipping into the funds.

Motion by Brian Coolidge/Ralph Ethier to approve P. O. #12401 for the used Case JX65 tractor for roadside mowing in the amount of \$16,500 with funding from the sale of the dump truck. **The motion passed unanimously.**

Doug Bailey asked the Town Manager to thank Mr. Disorda for his work on this item. Seth Hopkins reported this was Mr. Disorda's idea and he presented a good plan for the replacement.

11. Consider Road Closure Request Tabled at Previous Meeting (Park Street, May 2, 5:45PM – 6:30PM)

Bill Moore noted this request was presented at the last meeting and Colleen Wright and Bernie Carr were invited to attend the meeting to answer any questions. Colleen Wright advised this would be a 15-minute closing where everyone would meet on Dave Roberts' lawn and parade down Park Street to the Brandon Inn. Cecil Reniche-Smith asked if vehicles would be part of the parade. Ms. Wright stated there would be golf carts but no vehicles. Doug Bailey stated the questions were insurance, security and whether all residents affected have been advised. Ms. Wright stated her business has an encompassing insurance and a rider would be added for the specific event. There will be two people from 4 Seasons Flagging that will stop traffic at 5:55PM and end at 6:30PM. All residents were notified six weeks ago.

Brian Coolidge stated he is not in favor of it as the sidewalks could be used. Colleen Wright stated there were other events where the street was closed and there are dogs on the street and Ms. Wright has concerns with using the sidewalk. Mr. Coolidge did not think it a good idea to stop traffic. Ms. Wright stated the walk is planned for 6:00PM to 6:15PM, after which the participants will go behind the Brandon Inn for more activities. Doug Bailey has concerns with Park Street being overused and after the Air Stream issue he wanted to assure all residents are in favor of it. Mr. Bailey noted in the future it

would be good to know all the details in advance. He was more worried about a 5:00PM start due to traffic. Ms. Wright advised Barbara Scribner is part of the event planning and she lives on Park Street. Cecil Reniche-Smith understands about the dogs, but all of the dogs are behind fences and there is a wide swath of grass that people could walk on. Ms. Wright stated for the impact of the event, she would like to use the street and she understands the Airstream issue. This event had been discussed early and is only 15 minutes.

Motion by Cecil Reniche-Smith/Jeff Haylon to approve the road closure request for Halfoween for Park Street on May 2, 2025 from 6:00PM to 6:30PM.

Brian Coolidge stated it will back up traffic on Route 7 in not being able to turn up Park Street. Bernie Carr stated it worked successfully for the Zombie Walk and is less time. The traffic will be able to bypass the event and this will be doable during the scheduled time. The Chamber supports these events to maintain Brandon as a talking point in the State and beyond the State. The Town worked hard through Segment 6 and Hurricane Katrina and has come out of that and the tourists that come through here are amazed at what Brandon has become. Mr. Carr noted the Town needs to keep building on successes and for events like this, Ms. Wright makes them work. The Brandon Carnival has people attend from all over and it is attention for the Town. The fact we are making this happen, is what makes us what we are and we need to keep moving forward positively. Mr. Bailey asked where the group will be together. Ms. Wright stated it will be on Steven Jupiter and Dave Roberts side lawn with no one on Marble Street or High Street. Ms. Wright appreciates the Select Board's concerns and noted this will be the least invasive event.

Arturo Mendiola suggested if there is an issue with the road closure, the closure could be one-half of the road. Many people will have golf carts and it would be better to be on the road. The event would rather have the entire road and it would not be detrimental to the vehicle traffic. Mr. Mendiola noted with the uncertainty in the U.S. now it is important to bring people together and it will bring business and will be good recognition for the Town. Cecil Reniche-Smith would not be in favor of closing one-half of the road and would prefer closing the entire road.

Jan Coolidge was not in favor of closing Park Street and asked why this was the first option when Estabrook Park could be used so that the road would not be closed. Ms. Wright stated the reason for the parade to be downtown would be to encourage business for the local downtown. She noted she could get vendors to be at Estabrook Park, but it would help the downtown businesses.

Vicki Disorda asked if this is for children. Colleen Wright advised children are welcome and the event is expecting 75 people but is not just for children. After the walk there is the Monster Mash, karaoke, and the bar at the Brandon Inn will be open. This is a free event to come and listen to music. Brent Buehler asked what the residents think about the event as the Town just had 700 people in Central Park and roads were not closed. Ms. Wright stated they are happy and excited about something different. She did not talk to all residents of Park Street but hard copies of the event have been given to all and she has received no negative calls. Ms. Disorda asked if this is an event where people can stand along the street to watch and Ms. Wright confirmed that would be the case.

Barry Varian stated it sounds like a low impact event that has value for the Town and it can be strategic with traffic control. Mr. Varian suggested some signage be added. Doug Bailey stated his concern was informing the residents as two residents were disappointed in the other event and he has talked to them and both had been notified and were not upset or in favor of it. He has had no one contact him about the event. Cecil Reniche-Smith stated one resident had concern about insurance. Jeff Haylon stated he talked with a dozen Park Street residents and no one had an issue.

The motion passed with one no vote – Brian Coolidge.

12. Authorize Formation of a Working Group to update the 2002 Brandon Workbook

Seth Hopkins advised the Brandon Workbook has been used to assist the Town in planning and designing of the downtown and has not been updated for 20 years. The Brandon Historic Preservation Committee met and the Select Board has received a request from the Committee's Chair to appoint a working group for this project. The Select Board would need to authorize a working group, designate membership and identifying roles for the committee.

Dennis Reisenweaver, Chair of the Historic Preservation Committee, reported the Committee was asked to update the Workbook and had a meeting and voted to do this. The best way to complete this project is for a working group to be formed to bring others in to obtain more information. The Committee applied for a grant from the Lake Champlain Fund for \$7,500. It is thought that the project would be around \$15,000 to pay for graphics and architects. A list of 7 people have been suggested for a working group.

Cecil Reniche-Smith stated when reading through the Workbook, it seemed there are some things that need to be updated. Mr. Reisenweaver stated the last update was done before Segment 6 and it was suggested to also include Forest Dale as a study was done and there are a lot of historic interests in Forest Dale. Ms. Reniche-Smith asked if a working group is approved whether the Committee would come back with applications of who would like to participate in the working group. Seth Hopkins stated this would be an advisory committee and they are not spending public funds but would be spending a grant. They have applied for one grant and there is another grant found for \$125,000. Mr. Reisenweaver stated the project would be less than \$15,000 as it is hoped to enlist some volunteers who may be a graphic person or architect.

Motion by Cecil Reniche-Smith/Ralph Ethier to approve the formation of an adhawk committee to include up to eight members as set forth in the memo from the Brandon Historic Preservation Committee Chair. **The motion passed unanimously.**

13. Public Comment and Participation

Claire Astone thanked the Town for selling the equipment that was not used and using the funds for purchasing the equipment that is needed. She noted that as times are getting tougher, it is what everyone wants to see and thanked the Select Board.

Shirley Markland thanked the Town Manager for the text that she received when Chef Robert was stabbed. Being updated on the information was very important to receive. Doug Bailey noted the State Police did an excellent job and the Town has protection while still short-handed in the Police Department.

14. Adjournment

Motion by Brian Coolidge/Cecil Reniche-Smith to adjourn the Select Board meeting at 7:56PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63855 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 04/28/25 To 04/28/25

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
100280	04/08/25	degreaser, spray paint	86614/3	10-5-15-41160 HW Maint. Supplies-Vehicl	32.96	2918	04/28/25
100280	04/09/25	soap	86706/3	10-5-22-43080 Highway Bldg Maint	4.99	2918	04/28/25
100280	04/17/25	cable clamps, turnbuckles	87807/3	10-5-18-30070 Little League Expenses	27.87	2918	04/28/25
100280	04/17/25	Tree Grant-rake, shvl, pnt	87878/3	56-5-21-10100 Tree Project-Material/Ser	69.97	2917	04/28/25
100280	04/17/25	grip, spray paint	87881/3	10-5-22-43080 Highway Bldg Maint	33.96	2918	04/28/25
100280	04/18/25	landscape rakes	88039/3	10-5-18-30070 Little League Expenses	99.98	2918	04/28/25
100280	04/21/25	hose, nozzle, connector	88338/3	10-5-22-43080 Highway Bldg Maint	84.96	2918	04/28/25
100280	04/22/25	gloves, hydraulic cement	88457/3	20-5-55-43160 Maint. Supplies - General	34.97	2918	04/28/25
100280	04/22/25	paint, smoke alarm	88545/3	10-5-22-43080 Highway Bldg Maint	56.96	2918	04/28/25
100280	04/22/25	washers, weather strip	88558/3	10-5-22-43080 Highway Bldg Maint	121.00	2918	04/28/25
100280	04/22/25	credit to correct	88558/3	10-5-22-43080 Highway Bldg Maint	-93.50	2918	04/28/25
100280	04/23/25	rags, clorox, windex	88663/3	10-5-22-43090 PD Bldg Maint.	28.57	2918	04/28/25
100280	04/23/25	scraper, sponge, paint	88669/3	10-5-22-43160 Parks Maint.	33.56	2918	04/28/25
100280	04/23/25	concrete, caulk, hoe	88671/3	10-5-15-44120 Roadside Mower- Maint	75.92	2918	04/28/25
100280	04/24/25	concrete	88779/3	10-5-15-44120 Roadside Mower- Maint	23.97	2918	04/28/25
100280	04/24/25	concrete	88797/3	10-5-15-44120 Roadside Mower- Maint	15.98	2918	04/28/25
301503	04/09/25	diesel fuel	569277	10-5-15-41130 Fuel - Vehicles HW	150.19	2920	04/28/25
310097	04/09/25	service: Apr 16 to May 15	04/09/25	10-5-10-42100 Telephone Exp. Admin.	100.05	2921	04/28/25
310097	04/02/25	service: Apr 9 to May 8	EST 04/02/25	10-5-18-42100 Recreation Telephone	160.64	2922	04/28/25
310037	04/06/25	service: Mar 6 to Apr 5	HWY 04/06/25	10-5-15-42100 HW Telephone	132.74	2923	04/28/25
310037	04/06/25	service: Mar 6 to Apr 5	PD 04/06/25	10-5-14-42100 PD Telephone Service	55.53	2923	04/28/25
310037	04/18/25	service: Mar 18 to Apr 17	TH 4/18/25	10-5-22-43150 Town Hall Repair/Maint.	83.40	2923	04/28/25
301162	03/18/25	officiating	03/18/25	10-5-18-40050 Youth Basketball	60.00	2924	04/28/25
300466	04/15/25	portable toilet fees	98223	10-5-18-60100 Seminary Hill	130.00	2925	04/28/25
300466	04/15/25	portable toilet fees	98223	10-5-18-43130 Estabrook	130.00	2925	04/28/25

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All Invoices For Check Acct 01(10 General Fund) 04/28/25 To 04/28/25

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
300466	04/21/25	portable toilet fee	10-5-18-30070	140.00	2925	04/28/25
		98394	Little League Expenses			
100494	04/15/25	testing	20-5-55-22120	120.00	2926	04/28/25
		528089	Testing			
100494	04/17/25	testing	20-5-55-22120	25.00	2926	04/28/25
		528276	Testing			
100494	04/18/25	testing	20-5-55-22120	45.00	2926	04/28/25
		528366	Testing			
100650	04/09/25	boots	10-5-14-10320	248.94	2927	04/28/25
		030995366	Clothing Allowance			
311128	04/08/25	anti-seize	10-5-15-41160	24.99	2928	04/28/25
		226927	HW Maint. Supplies-Vehicl			
311128	04/10/25	fittings/hose/fuse holder	10-5-15-41160	262.92	2928	04/28/25
		227014	HW Maint. Supplies-Vehicl			
311128	04/15/25	fuses	10-5-15-41160	9.38	2928	04/28/25
		227243	HW Maint. Supplies-Vehicl			
311128	04/17/25	filters	10-5-15-41160	65.56	2928	04/28/25
		227322	HW Maint. Supplies-Vehicl			
311128	04/21/25	battery	10-5-15-44120	195.98	2928	04/28/25
		227444	Roadside Mower- Maint			
311128	04/22/25	locknuts	10-5-15-41160	25.74	2928	04/28/25
		227538	HW Maint. Supplies-Vehicl			
311128	04/23/25	windshield wash	10-5-14-41160	26.94	2928	04/28/25
		227580	PD Maint. Supplies-Vehicl			
311128	04/23/25	filters	10-5-15-44120	142.66	2928	04/28/25
		227596	Roadside Mower- Maint			
311128	04/23/25	inspection	10-5-15-41160	60.00	2928	04/28/25
		227601	HW Maint. Supplies-Vehicl			
311128	04/24/25	oil	10-5-15-44120	139.86	2928	04/28/25
		227615	Roadside Mower- Maint			
100559	04/10/25	lab supplies	20-5-55-30120	1540.93	2929	04/28/25
		14452688	Professional Supplies			
100559	04/14/25	buffers	20-5-55-30120	402.50	2929	04/28/25
		14455177	Professional Supplies			
300600	04/15/25	sodium bisulfite	20-5-55-50140	2605.98	2930	04/28/25
		PI-32593	Sodium Bisulfite			
311204	04/22/25	reimbursement, mileage	10-5-10-10310	329.64	2931	04/28/25
		04/22/25	Travel & Expenses			
311204	04/22/25	reimbursement, mileage	10-5-10-30110	53.44	2931	04/28/25
		04/22/25	Office Supplies			
310552	04/08/25	Proguard Mag	10-5-15-46150	5209.36	2932	04/28/25
		PS-INV008993	Chloride			
311176	04/16/25	cleaning	10-5-22-10120	70.00	2933	04/28/25
		041625	PD Custodian			
311176	04/16/25	cleaning	10-5-22-10130	192.50	2933	04/28/25
		041625	Admin Custodian			
311176	04/23/25	cleaning	10-5-22-10120	70.00	2933	04/28/25
		042325	PD Custodian			
311176	04/23/25	cleaning	10-5-22-10130	175.00	2933	04/28/25
		042325	Admin Custodian			

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Check Warrant Report # 63855 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 04/28/25 To 04/28/25

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
310630	MASTERCARD	03/12/25 toner	10-5-14-30110	194.47	2916	04/25/25
		12140	Office Supplies			
310630	MASTERCARD	03/19/25 refund toner	10-5-14-30110	-181.98	2916	04/25/25
		12141	Office Supplies			
310630	MASTERCARD	03/31/25 toner	10-5-14-30110	89.48	2916	04/25/25
		12142-1	Office Supplies			
310630	MASTERCARD	02/28/25 AI mtg note taker-Grant	10-5-13-30300	106.99	2916	04/25/25
		12231	Grant Expenses			
310630	MASTERCARD	03/18/25 VT Historical Covid-19 bk	10-5-13-10310	23.34	2916	04/25/25
		12232	Travel & Expenses			
310630	MASTERCARD	03/01/25 pump,lab sup,trash bags,	10-5-22-43170	439.70	2916	04/25/25
		12233	Trash costs-Supplies			
310630	MASTERCARD	03/01/25 pump,lab sup,trash bags,	20-5-55-41110	290.45	2916	04/25/25
		12233	New Equipment-Misc Tools			
310630	MASTERCARD	03/01/25 pump,lab sup,trash bags,	10-5-22-43150	34.23	2916	04/25/25
		12233	Town Hall Repair/Maint.			
310630	MASTERCARD	03/01/25 pump,lab sup,trash bags,	10-5-15-41160	112.90	2916	04/25/25
		12233	HW Maint. Supplies-Vehicl			
310630	MASTERCARD	03/01/25 pump,lab sup,trash bags,	10-5-15-41120	26.98	2916	04/25/25
		12233	Safety Equipment			
310630	MASTERCARD	03/03/25 toner-downstairs	10-5-14-30110	181.98	2916	04/25/25
		12350	Office Supplies			
310630	MASTERCARD	03/10/25 refund-d/c hose,not rec'd	20-5-55-43160	-199.99	2916	04/25/25
		45045-1	Maint. Supplies - General			
310630	MASTERCARD	03/25/25 Zoom - 1 year	10-5-10-10330	299.28	2916	04/25/25
		45047	Dues & Subscriptions			
310630	MASTERCARD	03/03/25 Adobe Acrobat Pro-2 licen	10-5-10-10330	575.76	2916	04/25/25
		45048	Dues & Subscriptions			
310630	MASTERCARD	03/04/25 pre-stamped envelopes	10-5-10-30110	929.20	2916	04/25/25
		45049	Office Supplies			
310630	MASTERCARD	03/04/25 pre-stamped envelopes	10-5-10-30132	4380.00	2916	04/25/25
		45049	Postage Expenses			
301163	MCDONOUGH KARLTON	03/18/25 officiating	10-5-18-40050	100.00	2934	04/28/25
		03/18/25	Youth Basketball			
301088	PETE'S TIRE BARNS, INC	04/09/25 tires for truck #5	10-5-15-41170	1554.00	2935	04/28/25
		044960	HW Tires - Vehicles			
310736	POCKETTE PEST CONTROL LLC	04/16/25 pest control @ storage	10-5-18-20500	50.00	2936	04/28/25
		42096	Storage Unit Supply/Maint			
310736	POCKETTE PEST CONTROL LLC	04/16/25 pest control: Town Office	10-5-22-43100	70.00	2936	04/28/25
		42099	Town Office			
310736	POCKETTE PEST CONTROL LLC	04/16/25 pest control: Town Hall	10-5-22-43150	40.00	2936	04/28/25
		42100	Town Hall Repair/Maint.			
310736	POCKETTE PEST CONTROL LLC	04/16/25 pest control: Police Dept	10-5-22-43090	65.00	2936	04/28/25
		42105	PD Bldg Maint.			
311250	QUENNEVILLE, COREY	04/17/25 Case JX65 tractor	51-5-10-41300	16500.00	2915	04/17/25
		4/17/25	New Equipment - HW			
200179	ROOTX	04/15/25 root killer	20-5-55-50130	12600.00	2937	04/28/25
		85901	Root-X			
300375	RUTLAND CITY	04/23/25 March sludge processing	20-5-55-50160	7200.00	2938	04/28/25
		37541 SLUDG	Sludge Disposal			

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63855 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 04/28/25 To 04/28/25

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
310582	04/22/25	SECURSHRED shredding 4/14/25 487265	10-5-13-30110 Office Supplies	24.00	2939	04/28/25
310418	04/15/25	SILLOWAY NETWORKS INC HP Notebook 3y maint 29754551	10-5-18-30110 Office/Equip. Supplies	259.57	2940	04/28/25
310397	04/09/25	SOUTHWORTH-MILTON, INC. couplings, elements INV3539411	10-5-15-41160 HW Maint. Supplies-Vehicl	300.62	2941	04/28/25
310397	04/17/25	SOUTHWORTH-MILTON, INC. hose, O rings INV3547395	10-5-15-41160 HW Maint. Supplies-Vehicl	387.50	2941	04/28/25
310921	04/23/25	STEARNS SERVICES LLC consulting 1290	10-5-10-30130 Service Contracts	360.00	2942	04/28/25
300592	04/02/25	SUBURBAN PROPANE LP propane @ WW lab bldg 549423	20-5-55-42110 LP Gas - Bldgs	756.14	2943	04/28/25
300592	04/02/25	SUBURBAN PROPANE LP propane @ WW chem bldg 549424	20-5-55-42110 LP Gas - Bldgs	131.40	2943	04/28/25
100630	04/24/25	U.S. POSTAL SERVICE stamps 4/24/25	10-5-10-30132 Postage Expenses	202.00	2944	04/28/25
300853	04/14/25	USDA WWTF Bond pymt #3 4/14/25	20-5-55-61080 USDA-WWTF Upgrade '23-Int	32228.00 E	41525	04/15/25
300853	04/14/25	USDA WWTF Bond pymt #3 4/14/25	20-5-55-61070 USDA-WWTF Upgrade '23-Pri	49042.00 E	41525	04/15/25
330348	04/13/25	VERIZON WIRELESS service Mar 14 - Aprl 13 6110991894	10-5-21-10310 Travel & Expenses	20.22	2945	04/28/25
330348	04/13/25	VERIZON WIRELESS service Mar 14 - Aprl 13 6110991894	10-5-18-42100 Recreation Telephone	20.22	2945	04/28/25
330348	04/13/25	VERIZON WIRELESS service Mar 14 - Aprl 13 6110991894	10-5-14-42100 PD Telephone Service	40.44	2945	04/28/25
330348	04/13/25	VERIZON WIRELESS service Mar 14 - Aprl 13 6110991894	20-5-55-42100 Wastewater Telephone	40.44	2945	04/28/25
330348	04/13/25	VERIZON WIRELESS service Mar 14 - Aprl 13 6110991894	10-5-15-42100 HW Telephone	40.44	2945	04/28/25
300075	04/01/25	VERMONT AGENCY OF NATURAL Wastewater Operating Fee 3-1196 4/25	20-5-55-20530 Licenses & Fees	2100.00	2946	04/28/25
300075	04/23/25	VERMONT AGENCY OF NATURAL RT 7 Stormwater OP fee 4164-9050 25	10-5-15-20300 State Permits	1889.60	2947	04/28/25
100776	04/15/25	VERMONT RURAL WATER ASSOC registrations 19868	20-5-55-10340 Continuing Education	64.00	2948	04/28/25
310046	04/04/25	W B MASON CO INC keyboard 253426950	10-5-10-30110 Office Supplies	27.64	2949	04/28/25

04/25/25
01:02 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63855 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 04/28/25 To 04/28/25

Page 5 of 5
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
-----				-----		
		Report Total		147253.01		
				=====		

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 \$ ***147,253.01
Let this be your order for the payments of these amounts.

04/25/25
11:53 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63850 Current Prior Next FY Invoices
For Check Acct 01(10 General Fund) All check #s 04/14/25 To 04/14/25

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
311104 VERMONT TREASURER 06/07/23 Little League Expenses	06/07/23	officiating	10-5-18-30070	165.00	53353	04/14/25
101104 VERMONT TREASURER 11/16/23 Middle School Football	11/16/23	flag football refund	10-5-18-40010	50.00	53354	04/14/25
101106 VERMONT TREASURER 11/16/23 Middle School Football	11/16/23	flag football refund	10-5-18-40010	50.00	53355	04/14/25
101110 VERMONT TREASURER 11/16/23 Middle School Football	11/16/23	flag football refund	10-5-18-40010	50.00	53356	04/14/25
301123 VERMONT TREASURER 11/16/23 Middle School Football	11/16/23	flag football refund	10-5-18-40010	50.00	53357	04/14/25
311103 VERMONT TREASURER UNCLAIMED Checking #176452010	04/25/24	ken stanley	10-1-00-01110	110.00	53358	04/14/25
311222 VERMONT TREASURER 0112-0047 Anticipated Tax Credits	05/22/24	over paid taxes	10-2-00-02120	937.49	2907	04/14/25
Report Total				1,412.49		

** Uncashed checks transferred to VT Unclaimed Property

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****1,412.49
Let this be your order for the payments of these amounts.

A number of items that I worked on during this reporting period will be considered in their own agenda items on the selectboard's agenda. Delinquent tax collection update:

Account	Budget	Actual	Actual % of Budget
10-4-09 Tax Revenues			
10-4-09-04120 Delinquent Taxes	0.00	65,127.26	100.00%
10-4-09-04230 Misc./Extraordinary Rev.s	0.00	-29.95	100.00%
10-4-09-04920 Penalty & Interest Rev.	45,000.00	51,067.55	113.48%

Chief Kachajian has had several applicants for the temporary clerical position at the police station. We have not yet had applicants for police officers; the Chief says agencies all over Vermont are at something of a standstill regarding recruitment. Chief Kachajian and Officer Kelleher have been made aware of the event planned for May 1st in Central Park.

Seasonal road postings have ended other than a few select roads (those at elevation). We have not had an applicant yet for the vacant position in the Highway Department.

The first itinerant vendor permits of the season have been issued. Anyone conducting business from a food truck / trailer is reminded to obtain a permit regardless of planned location within the Town of Brandon (public or private property). Applications are on the Town website.

The Act 250 initial filing for the New England Woodcraft stormwater management project has been made. The Town is a pass-through for this but had agreed at the inception of the project to perform certain ongoing maintenance tasks post-construction.

The new due date on the Forest Dale Shared Use Path Scoping Study is June 1, 2027. This is an automatic extension provided by the State. This project is being managed by our RRPC planner and has local participation from a committee formed for the purpose.

The Seminary Street stormwater management project is fully designed and closed. We will connect with our state partners regarding potential implementation/construction funding.

Thanks to Nifty Thrifty for sponsoring (purchasing) two banners for Covered Bridge Week in Vermont this August. These will be placed on the Sanderson Covered Bridge. The Brandon Area Chamber is also supporting this initiative.

A public forum regarding homelessness has been offered by local professionals in the field. I plan to coordinate a date and publicize it to gain community and selectboard participation.

Thanks to Brandon's Tree Warden Neil Silins for securing a Caring for Canopies tree grant and coordinating the planting of several trees by volunteers in the Downtown on Saturday, April 26th. Thanks, too, to Brian Kilpeck from the Brandon Highway Department for coming in to prepare the planting sites on a non work day.

Green Up Day is Saturday, May 3rd. Thanks to Brandon's Green Up Coordinator Jim Leary for spearheading the effort in our community for many years. A colleague of mine at the State Archives has provided a collection of photographs from Vermont's first Green Up Day in 1970, when Governor Deane Davis visited Brandon as part of his statewide tour. The photographs and the Governor's itinerary may be viewed here:

<https://app.box.com/s/yq2hwl47ipxdma93f8cwtfkejjiik9u>

I attended the RRPC Act 181 (Act 250 land use revision) training on the evening of April 16th and provided the selectboard and planning commission with my notes and the slides from their presentation. RRPC Logan Solomon will meet with the planning commission at the Town Hall on May 13th at 6PM for an in-depth treatment of this effort to facilitate infill development which will grow our economy and increase housing. The public is invited to attend. Brandon is well-positioned to avail itself of the provisions of Act 181 tiers, and the Town's desired designation will be a matter of selectboard consideration at the May 26th selectboard.

I had many meetings with residents, town officials, staff, and filled a number of requests for information.

Respectfully submitted,



FINANCIAL SNAPSHOT	
Unrestricted / Unassigned Fund Balance	\$482,043
1% (Local Option) Tax Fund Available / Undesignated	\$336,376
Known Grant Matches Not Yet Designated	UNION STREET
Delinquent property taxes (prior years)	\$441,220 (was \$460,654)
Delinquent wastewater (prior years ['over 120 days'])	\$190,017 (was \$214,604)

TOWN OF BRANDON General Ledger
Current Yr Pd: 10 - Budget Status Report
10 General Fund

Account	Budget	Actual	Actual % of Budget

10-4-09 Tax Revenues	3,185,442.00	3,280,670.72	102.99%
10-4-10 Town Administration Reven	1,750.00	1,750.76	100.04%
10-4-11 Assessor Revenues	2,000.00	2,013.00	100.65%
10-4-12 Code Enforcement Revenues	15,500.00	7,818.00	50.44%
10-4-13 Clerk/Treasurer Revenues	181,170.00	164,413.64	90.75%
10-4-14 Police Dept. Revenues	9,500.00	30,630.07	322.42%
10-4-15 Highway Dept Revenues	181,450.00	350,975.22	193.43%
10-4-17 Intergovernmental Revenue	0.00	7,718.00	100.00%
10-4-18 Recreation Revenues	76,500.00	91,578.40	119.71%
10-4-22 Bldg. & Grounds	11,800.00	36,744.91	311.40%
	-----	-----	-----
Total Revenues	3,665,112.00	3,974,312.72	108.44%
	-----	-----	-----
10-5-09 Tax Expenditures	5,000.00	0.00	0.00%
10-5-10 Town Administration 10	415,005.00	361,056.55	87.00%
10-5-11 Assessor	41,190.00	23,406.68	56.83%
10-5-12 Code Enforcement 12	52,565.00	40,235.26	76.54%
10-5-13 Town Clerk 13	226,580.00	187,577.87	82.79%
10-5-14 Police Dept 14	856,400.00	731,447.83	85.41%
10-5-15 Highway 15	755,155.00	761,403.71	100.83%
10-5-17 Intergovernmental 17	255,235.00	215,331.30	84.37%
10-5-18 Recreation	186,088.20	176,082.28	94.62%
10-5-19 Debt Service 19	231,350.00	221,494.71	95.74%
10-5-21 Economic Develop. 21	50,341.00	34,662.39	68.86%
10-5-22 Bldgs. & Grounds	253,972.00	189,018.29	74.42%
	-----	-----	-----
Total Expenditures	3,328,881.20	2,941,716.87	88.37%
	-----	-----	-----
Total 10 General Fund	336,230.80	1,032,595.85	
	=====	=====	=====
Total All Funds	336,230.80	1,032,595.85	
	=====	=====	=====



April 28, 2025

Youth Cheer camp scheduled for kids in **grades 3 – 8 July 23rd – 26th**. This skill building camp will include some tumbling practice time at Head Over Heels!

Pee Wee Cheer mini-camp for kids in **K-2 will be held July 28th -August 1st** with a public performance being held at Pittsford Day (**August 2nd**)

Ex Mortis Entertainment is renting the town hall for a **metal music concert on May 31st**. This event will be privately ticketed and will **run 7 – 10pm**.

We are partnering with Otter Valley and Pittsford Rec to offer a **field hockey camp. July 14th – July 17th**. This is a great way for kid in **grades 3 – 7** to work with current OV players and coaches.

The Brandon Idol Finale is being held on May 16th. This will be an amazing concert feature the 10 finalists and former Brandon Idol winners. **Tickets \$5**. Drink service provided by Mae's, Concessioner s by Dallas Ladd. Doors open at 6:30pm.

Spring Baseball-Softball in full swing. 155+ kids on 12 teams!

Respectfully submitted,



Bill Moore

TO Selectboard
DATE 24 April 2025
RE Police Fleet Status & Replacement Plan

Chief Kachajian advises the following status of our existing police cruiser fleet:

1	2014 Taurus	Will not pass Vermont safety inspection; rusted frame
2	2016 Explorer	Inspected through January 2026
3	2020 F-150	Has had past electrical issues; in good condition
4	2022 Explorer	In very good condition

###

I recommend the 2014 Taurus be sold as uninspectable and proceeds put into capital replacement fund.

I recommend the 2016 Explorer be sold as currently inspected and proceeds put into capital fund.

I recommend the 2020 F-150 and 2022 Explorer be retained, undercoated, and maintained in the fleet.

I recommend the selectboard authorize going out to bid for a replacement cruiser to be funded (bought outright) by the FY25 police budget rather than calling upon capital fund or 1% fund. This would give us a fleet of three cruisers (a 2020, a 2022, and presumably a 2025) and no lease payments to be carried. This is a reasonable-size fleet for our current staffing and forecast staffing in the near future.

Thank you for your consideration.

Respectfully submitted,



TO Selectboard
DATE 22 April 2025
RE No-Match Grant Award Acceptance

The Town was invited to apply for, and has been awarded, a State of Vermont grant requiring no Town match as part of the Energy Efficiency & Conservation Block Grants (EECBG). The grant provides the Town \$62,653 to purchase an all-electric minivan to be used by the Town for three purposes identified in our application. The Town is not limited to these three uses, but these will help the Town meet the goals of its adopted 2024 Town Plan and Enhanced Energy Plan, and its 2019 Green Fleet policy. It is recommended that these be phased in one at a time, building on the success of each in turn:

a Replace a minivan previously used by the Rec Department which was eventually unable to pass inspection and so was discontinued. Since that time, our Rec Director has used his personal vehicle to run equipment and gear around Brandon in our highly decentralized Rec infrastructure (town office, storage units, ball fields, borrowed facilities from the school district, etc.). This minivan is versatile and also has seating for up to six passengers so could help move participants to practices, games, etc.

b After insurance approval and screening of volunteer drivers, assist Brandon residents in outlying areas of Brandon with connecting (by appointment) from their homes to the bus stops in Brandon which then allow them to head to Rutland and Middlebury, etc.

c Eventually offering a runabout service to help Brandon residents make appointments in town for doctors and pharmacy and other necessary errands.

There is NO COST to the Town to accept this grant and this vehicle. The proposed purchase is a 2025 VW ID Buzz (7 passengers / 6-plus-driver). Ideally we would obtain a charging unit from Green Mountain Power but if not, we may have some capacity in the grant due to a promotional discount at the dealership. This vehicle will not be used by any Town staff to travel to and from their homes; it will be garaged on Town property and used for Town purposes including those detailed above.

I recommend the selectboard accept this grant, and further recommend it waive the purchasing policy requirement and allow the management to procure a vehicle from a VW dealer in Vermont as a sole source vendor (VW manufactures the only all-electric minivan on the market).

Thank you for your consideration.

Respectfully submitted,



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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1: PURPOSE

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

SECTION 2: DEFINITIONS

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

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

SECTION 3: PROCEDURES

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

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

- C. Designation of Officials** – Each Constituent Municipality shall designate an Aiding Official and Requesting Official and at least one alternate Aiding Official and Requesting Official. Each Constituent Municipality shall be responsible for maintaining its own contact list of all Aiding and Requesting Officials and alternate Officials, along with all means of contact including, but not limited to cell phones, telephones, electronic mail and physical addresses and take reasonable steps to ensure that all Constituent Municipalities have the most current list. The RRPC shall help develop the template of the contact list and annually aid in its distribution after having been provided by the Constituent Municipalities. Said list shall be an addendum, but not an amendment to or modification of this Agreement. The Requesting Officials and the Aiding Officials may be the same person in each municipality (i.e., a director of public works).
- D. Information Needed - Request for Aid and Assistance** – The Requesting Official shall provide, at minimum, to the Aiding Official and RRPC (for informational purposes only): 1) a description of the disaster or emergency prompting the request; 2) what type of specific assistance is needed; 3) a description of the infrastructure impacted and the specific work needed to repair the infrastructure; and 4) an estimate of the type of public works assistance needed and the period of time it will be needed for. It is further recommended that the Requesting Official propose a plan for meeting with the Aiding Official to discuss the scope of the aid and for the Requesting Official to familiarize him or herself with the personnel and equipment of the Aiding Party (similar in nature to a pre-construction meeting). The Aiding and Requesting Official should also prioritize the establishment of radio communications in the field during this time. The Aiding Party shall then provide an estimate to the Requesting Party of expected costs for the scope of work requested and needed.
- E. Supervision and Control** – It is the intention of this Agreement that supervision and control of personnel will be structured in accordance with Federal Emergency Management Agency's (FEMA) Incident Command System (ICS) of the National Incident Management System (NIMS), and that

if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.

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

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

G. Funds Payable By Each Municipality – the Constituent Municipalities agree that the funds, coming in the form of the amount of services provided by each Constituent Municipality shall be based on the resources available to

them at the time aid and assistance is made by a Requesting Party in accordance with Section 4 Part A.

SECTION 4: REQUESTS FOR REIMBURSEMENT

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

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

provision of aid pursuant to this agreement shall be the reasonable and actual costs incurred by the Aiding Municipality.

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

SECTION 5: INSURANCE AND LIABILITY

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

SECTION 6: TERM, MODIFICATION AND PERIODIC REVIEW

- A. Term** – This Agreement shall be in effect for one (1) year from the date signed by the initial Constituent Municipality. Thereafter, this Agreement shall be renewed for additional one year terms on an annual basis in conjunction with the local emergency plan.

- B. Termination** – Any Constituent Municipality may voluntarily terminate and withdraw from its participation in this Agreement at any time by a Requesting or Aiding Official giving written notification to the designated Requesting or Aiding Officials of all other Constituent Municipalities to this Agreement. Electronic mail communications shall be considered written notification for purposes of this Agreement. Termination and withdrawal shall not be effective until sixty (60) days after written notification has been sent. Withdrawal by a Constituent Municipality shall not impact the liability or obligation incurred by the Constituent Municipality under this Agreement prior to the date of termination.
- C. Modification** – Pursuant to 24 V.S.A. § 4345b(d)(4) any modification or amendment to this Agreement shall not become effective unless approved by the RRPC and the legislative body of all the municipalities who are a party to this Agreement. The RRPC shall assist in coordinating any modifications or amendments to this Agreement.
- D. Periodic Review** – On a biennial basis, the designated Aiding and Requesting Officials shall meet to review the terms of this Agreement and make any suggestions as to alterations or modifications if needed based on past performance. The RRPC shall coordinate all meetings under this section.

SECTION 7: MISCELLANEOUS PROVISIONS

- A. Dispute Resolution** – In respect to any dispute that arises pursuant to this agreement the Parties shall first make a good faith effort to work out differences among themselves. Should informal discussions between the Parties fail, then the Parties shall engage the services of a mutually agreed upon third party mediator. The costs of this third party mediator shall be split evenly between the Parties. Should attempts at mediation through a third party mediator fail, then any Party may seek redress in any Vermont Court of competent jurisdiction.
- B. Severability** – Should any clause, portion, section, provision or any other part of this Agreement be held invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other portion of the Agreement. The remaining portions of this Agreement shall remain in full force and effect without regard to the provisions that have been invalidated.
- C. Execution of Counterparts** – This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

Approved and executed at _____, Vermont this _____ day of _____, 2025.

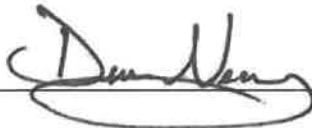
For the Constituent Municipality of _____.

By: _____
Duly Authorized Representative for _____

Doug Bailey, Chair of Selectboard-----

Approved and executed at Rutland, Vermont this 1st day of May, 2025.

For the Rutland Regional Planning Commission

By:  _____

Devon Neary
Duly Authorized Representative
for the Rutland Regional Planning Commission

Carroll, Boe & Kite, P.C.

Attorneys at Law

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April 14, 2025

Seth Hopkins, Delinquent Tax Collector

Town of Brandon

49 Center Street

Brandon, VT 05733

**PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT
COMMUNICATIONS**

Re: Town of Brandon Tax Sale

Dear Seth:

I write this letter to confirm the terms of Carroll, Boe & Kite, P.C.'s representation of the Town of Brandon ("Brandon") in providing legal services and assisting in the conduct of tax sales of real estate pursuant to 32 V.S.A. §5251 et. seq.

I understand that Brandon has decided to hire this firm to assist you, in your capacity as Brandon's Delinquent Tax Collector, in conducting a town wide tax sale for delinquent real property taxes. This firm's fees for legal services rendered in connection with the statutory tax sale process will be based on our standard hourly fees and costs. Attached you will find a schedule of existing billing rates as well as a schedule of billing rates which will become effective as of July 1, 2025. Specifically, this will cover all actions from levying the tax warrant through preparation and recording of the report of sale, and all pre and post statutory tax sale activities, such as the "last effort" delinquency letter, as well as the defense of Brandon in any legal disputes which arise in the course of the tax sale. We will record our time in connection with each delinquent tax file for the purposes of substantiating the fees incurred with regard to each property included in the tax sale. Regardless of the actual fees incurred in pursuing the tax sale, Brandon will be able to recoup only those legal fees actually incurred during the sale process itself which do not exceed 15% of the principal amount of any tax owed.

In preparation for the sale, we will search the record title on all tax sale properties from the date current owner(s) purchased or acquired the property forward. This will allow us to identify the liens and encumbrances of record against the current owner(s) for the purposes of giving notices of the tax sale to those lien holders. Accordingly, any existing undischarged liens or

Seth Hopkins, Delinquent Tax Collector
April 14, 2025
Page 2

encumbrances that were recorded against a previous owner(s) will not be identified, noticed or extinguished by the sale, possibly necessitating a further tax sale after notice, should such a lien be discovered. Because most liens are discharged at or before the present owner(s) acquisition of the property, it is not reasonably cost effective, as an initial matter, to undertake a full 40-year search for each property prior to the tax sale.

Finally, Brandon may be a bidder at the tax sale itself. Prior to Brandon actively making a bid on any delinquent properties at the actual tax sale, I strongly urge Brandon to undergo a preliminary "due diligence" assessment for each property to be sure that any properties acquired by Brandon pursuant to the tax sale are not subject to any observable or latent environmental contaminants, or other liabilities, such as condominium assessments, etc.

Attached you will find a proposed Selectboard Resolution that authorizes your retention of this firm based on the hourly fee arrangement as outlined above. It also authorizes a designated agent to bid at the tax sale.

Please feel free to contact me if you have any questions or concerns regarding the above or with the attached proposed timeline.

I look forward to working with you and the Town of Brandon on this matter.

Please confirm that Brandon wishes to proceed with representation on an hourly basis as outlined above by providing your signature where indicated below and returning the original for our files.

Sincerely,



James F. Carroll

Enclosures
JFC:wmm

TOWN OF BRANDON

Date

Seth Hopkins, Town Delinquent
Tax Collector

RESOLVED, that the Brandon Selectboard approve retaining the firm of Carroll, Boe, & Kite, P.C., on an hourly basis, said fees to be assessed against the delinquent taxpayers in an amount not to exceed 15% of the delinquent taxes.

IT IS FURTHER RESOLVED, that the Delinquent Tax Collector or other designated Town official be authorized to bid at the tax sales on the Town of Brandon's behalf in an amount equal to all delinquent taxes, interest, penalties and fees owed at the time of sale as allowed by law.

CARROLL, BOE & KITE, P.C.

SCHEDULE OF BILLING RATES AND POLICIES

Each active file is billed monthly for all services rendered and expenses incurred during the preceding calendar month. We are happy to discuss any questions you may have about any bill. We do ask that you raise questions within ten days from the date you receive your bill so that the supporting material is readily available for review.

Payment of each statement is due in full upon receipt and any remaining unpaid balance after 30 days will be subject to a finance charge of 1% per month and any costs of collection if necessary, including reasonable attorneys' fees. The finance charge will be assessed from the original due date of the bill. No further work will be done on any file for which a bill has been outstanding for more than 60 days.

The following schedule of hourly billing rates and expenses is subject to reasonable periodic increases with reasonable notice. Time is generally billed in increments of one-tenth of an hour.

James F. Carroll -	\$215.00
Kathleen M. Boe -	\$215.00
Kevin L. Kite -	\$215.00
Paralegal Time -	\$100.00
Legal Secretarial Time -	\$ 0.00
Fax Transmissions -	\$ 1.00 page
Photocopies -	\$.20 each
Color Photocopies -	\$.75 each
Scanned Copies	\$.15 each
Postage	\$ Current Rate
Electronic Documents	\$ 2.00 per CD/DVD (or actual cost)
Mileage -	\$.70 per mile driven (or the IRS allowance)

The terms of this Schedule of Billing Rates and Policies will constitute a binding agreement between each client and our firm in the absence of another written agreement between the firm and client. You may terminate our services under this agreement at any time by delivering notice of termination in writing to the responsible attorney.

If a retainer has been paid, fees may be charged against the retainer as accrued. The client will receive notice of all disbursements from the retainer account.

Client (Town)

Date

CARROLL, BOE & KITE, P.C.

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The following schedule of hourly billing rates and expenses is subject to reasonable periodic increases with reasonable notice. Time is generally billed in increments of one-tenth of an hour.

James F. Carroll -	\$235.00
Kathleen M. Boe -	\$235.00
Kevin L. Kite -	\$235.00
Paralegal Time -	\$145.00
Legal Secretarial Time -	\$ 0.00
Fax Transmissions -	\$ 1.00 page
Photocopies -	\$.20 each
Color Photocopies -	\$.75 each
Scanned Copies	\$.15 each
Postage	\$ Current Rate
Electronic Documents	\$ 2.00 per CD/DVD (or actual cost)
USB	\$ Cost
Mileage -	\$.70 per mile driven (or the IRS allowance)

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