

CERTIFICATE OF APPOINTMENT OF TOWN CLERK

STATE OF VERMONT)
WINDHAM COUNTY, ss:)

TOWN OF BRATTLEBORO
January 21, 2020

We hereby certify that on the 21st day of January, 2020, we, acting as the duly elected Selectboard of the Town of Brattleboro, did appoint Hilary Francis to serve as Town Clerk from March 23, 2020 through March 20, 2021, in accord with the provisions of Article IV, Section 5(F)(9) of Act M15 of Acts of 1984, as amended.

Brattleboro Selectboard

Brandie Starr, Chair

Tim Wessel, Vice Chair

Elizabeth McLoughlin, Clerk

Daniel Quipp

David Schoales

COPY OF OFFICIAL OATH

I, Hilary Francis, do solemnly swear that I will faithfully execute the office of Town Clerk, within and for said Town, and will therein do equal right and justice to all persons in the best of my judgment and abilities according to law. I also solemnly swear that I will support the Constitution of the State of Vermont and of the United States. So help me God.

Hilary Francis, Town Clerk

Before me,

Notary Public

I hereby certify that at the Representatives' Meeting of qualified voters of the Town of Brattleboro, held on the 21st day of March, 2020, the appointment of Hilary Francis was ratified by said Town Meeting.

Lawrin Crispe, Moderator

CERTIFICATE OF APPOINTMENT OF TOWN ATTORNEY

STATE OF VERMONT)
WINDHAM COUNTY, ss:)

TOWN OF BRATTLEBORO
January 21, 2020

We hereby certify that on the 21st day of January, 2020, we, acting as the duly elected Selectboard of the Town of Brattleboro, did appoint Fisher & Fisher Law Offices, P.C., to serve as Town Attorney from March 23, 2020 through March 20, 2021, in accord with the provisions of Article IV, Section 5(D) of Act M15 of Acts of 1984, as amended.

Brattleboro Selectboard

Brandie Starr, Chair

Daniel Quipp

Tim Wessel, Vice Chair

David Schoales

Elizabeth McLoughlin, Clerk

COPY OF OFFICIAL OATH

I, Robert M. Fisher, do solemnly swear that I will faithfully execute the office of Town Attorney, within and for said Town, and will therein do equal right and justice to all persons in the best of my judgment and abilities according to law. I also solemnly swear that I will support the Constitution of the State of Vermont and of the United States. So help me God.

Robert M. Fisher, Town Attorney

Before me,

Notary Public

I, Michael S. McGillion, do solemnly swear that I will faithfully execute the office of Town Attorney, within and for said Town, and will therein do equal right and justice to all persons in the best of my judgment and abilities according to law. I also solemnly swear that I will support the Constitution of the State of Vermont and of the United States. So help me God.

Michael S. McGillion, Town Attorney

Before me,

Notary Public

I, Kristen Swartwout, do solemnly swear that I will faithfully execute the office of Town Attorney, within and for said Town, and will therein do equal right and justice to all persons in the best of my judgment and abilities according to law. I also solemnly swear that I will support the Constitution of the State of Vermont and of the United States. So help me God.

Kristen Swartwout, Town Attorney

Before me,

Notary Public

I hereby certify that at the Representatives' Meeting of qualified voters of the Town of Brattleboro, held on the 21st day of March, 2020, the appointment of Fisher and Fisher was ratified by said Town Meeting.

Lawrin Crispe, Moderator

MEMORANDUM

To: Selectboard
From: Peter B. Elwell, Town Manager
Re: Town Attorney's Contract
Date: January 15, 2020



The Town Attorney's proposed contract for 2020-2021 is attached to this memorandum. The agreement is identical to the 2019-2020 contract except that the annual total retainer has been increased by 2% from \$108,201 to \$110,364.

The firm of Fisher+Fisher has served the Town well for many years. The fixed retainer contract also has served the Town well, as there are times when Bob Fisher and his associates invest many hours representing the Town in complex matters (e.g. the ongoing litigation to enforce the Selectboard's health order regarding code violations at rental properties) but receive the same monthly retainer as during less busy times.

I recommend Selectboard approval of the attached contract, as proposed.

PBE:
Attachment
c: Bob Fisher, Town Attorney

CONTRACT BETWEEN THE

TOWN OF BRATTLEBORO

AND

FISHER & FISHER LAW OFFICES, P.C.

This contract is made between the Town of Brattleboro, Vermont and Fisher & Fisher Law Offices, P.C. as of this ____ day of _____, 2020.

The Town of Brattleboro desires to retain Fisher & Fisher Law Offices, P.C. to provide legal representation in support of said Town.

Fisher & Fisher represents that it is qualified to provide said services.

Fisher & Fisher warrants and represents that it has no obligations or indebtedness that would impair its ability to fulfill the terms and conditions of this contract.

Therefore, the Town of Brattleboro and Fisher & Fisher, in consideration of the mutual benefits flowing from each other, do hereby agree as follows:

Statement of Work

1. Fisher & Fisher shall, to the satisfaction of the Town of Brattleboro, fully and timely provide the services as required as general counsel for the Town of Brattleboro. Services performed hereunder may include, but need be limited to, review and analyze the Town of Brattleboro's legal files, data, documents and other materials concerning any potential litigation and advise on recommended legal course; prepare and file pleadings, motions or briefs which may be required and represent the Town of Brattleboro in any related litigation; initiate and conduct discovery including depositions on behalf of the Town of Brattleboro; represent the Town of Brattleboro at trial or appeal; or attend and participate, at the Town's request, in meetings, hearings, conference calls or the like and report on the status of legal matters.

2. If additional representation becomes necessary, Fisher & Fisher shall recommend potential counsel and approval shall be granted by the Board of Selectmen or their designee.

Term

The term of this contract shall be one year, subject to ratification at Representative Town Meeting.

Compensation/Consideration

1. In consideration for services rendered, the Town of Brattleboro shall pay to Fisher & Fisher the annual sum of One hundred and ten thousand, three hundred and sixty-four dollars (\$110,364.00), payable in monthly installments of \$9,197.09 for the period 3/23/2020 to 3/22/2021.

2. Multiple staffing meetings, hearings, depositions, trials, etc., by Fisher & Fisher will not be compensated.

3. Routine expenses such as local phone calls, routine postage, copy work, local travel, word processing and clerical services are overhead and will not be separately compensated. Reimbursement for costs of such items as exhibits, transcripts, court costs, sheriff fees and witness fees shall be paid by the Town of Brattleboro based upon third party vendor charges.

Non-routine office overhead expenses such as long distance phone calls, courier services, mileage, bulk mailings, bulk copying, blue prints, and photographs shall be reimbursed based on third party vendor charges, or itemized submittals by Fisher & Fisher.

Invoicing and Payment

1. Fisher & Fisher shall submit billing statements for services rendered.

Relationship between the Parties

1. Fisher & Fisher is an independent contractor and is not an employee or agent of the Town of Brattleboro. Nothing in this contract shall be interpreted to establish any relationship other than that of an independent contractor, between the Town of Brattleboro and Fisher & Fisher, its employees, agents or assigns, during or after the performance of this contract. Fisher & Fisher is free to provide similar services to others.

2. Fisher & Fisher shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this contract without the prior written consent of the Town of Brattleboro. Any attempted assignment in violation of this provision shall be void.

3. Fisher & Fisher shall not pledge the Town of Brattleboro's credit or make the Town a grantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

4. Fisher & Fisher shall not represent any client, where such representation constitutes a conflict of interest in performance of this contract pursuant to the Rules of Professional Conduct of the Vermont Bar.

Insurance

1. Fisher & Fisher shall procure and maintain, through the term of this contract, adequate liability coverage. The coverage required shall extend to all employees and subcontractors of Fisher & Fisher. A copy of proof of insurance shall be submitted with and attached to this contract.

In witness whereof, the parties or their duly authorized representatives hereby execute this contract on the date first written above.

TOWN OF BRATTLEBORO

Witness

By: _____
Peter Elwell, Town Manager

FISHER & FISHER LAW OFFICES, P.C.

Witness

By: _____
Robert M. Fisher

DRAFT

ANNUAL TOWN MEETING March 3, 2020

The legal voters of the Town of Brattleboro, are hereby notified and warned to meet at the polling place designated for the three districts in said Brattleboro, on Tuesday, the third day of March, 2020, to act on the following articles:

ARTICLE 1: To choose all Town officers required by law to be elected at the annual meeting. Also to be elected under this Article are Town Meeting members from the following districts: District #1: 16 members for three-year terms, 6 members for two-year terms, and 4 members for one-year terms; District #2: 15 members for three-year terms, 2 members for two-year terms, and 1 member for one-year terms;; District #3: 15 members for three-year terms, 5 members for two-year terms, and 5 members for one-year terms. Voting on this Article is to be done by Australian ballot.

ARTICLE 2: To choose all Windham Southeast School District officers required by law to be elected at the annual meeting.

ARTICLE 3: "Shall the voters of the Town of Brattleboro advise the Selectboard to amend the Brattleboro Town Charter to replace the Selectboard form of governance with that of a mayoral form of governance?"

For the above purposes, the polls will open at 7:00am and close at 7:00pm. The polling place will be at the American Legion, located at 32 Linden Street.

ANNUAL REPRESENTATIVE TOWN MEETING March 21, 2020

The legal voters qualified to vote in Representative Town Meeting are hereby notified and warned to meet in the Multipurpose Room at the Brattleboro Area Middle School on Saturday, the twenty-first day of March, 2020, at 8:30am, to act on the following Articles:

ARTICLE 1: To act on the Town's Auditors' report.

ARTICLE 2: To see if the Town will authorize its Selectboard to employ a certified public accountant or public accountants.

ARTICLE 3: To see if the Town will ratify, approve and confirm the Selectboard's appointment of a Town Clerk for a term of one year.

ARTICLE 4: To see if the Town will ratify, approve and confirm the Selectboard's appointment of an Interim Town Treasurer for a term of up to one year.

ARTICLE 5: To see if the Town will ratify, approve and confirm the Selectboard's appointment of a Town Attorney for a term of one year.

ARTICLE 6: To elect two representatives to the Capital Grant Review Board for a term of one year. Members to be nominated from the floor.

ARTICLE 7: To see if the Town will elect or appoint members to the Town Finance Committee for a term of one year. Members to be nominated from the floor.

ARTICLE 8: To see if the Town will elect members to the Human Services Review Committee for a term of one year. Members to be nominated from the floor.

DRAFT

ARTICLE 9: To elect three Trustees for the Brooks Memorial Library to serve three years, and one Trustee to fill a 1-year unexpired term. The names for consideration for the term 2020-2023 are: John Woodward and Jennifer Rowe. The other people for consideration to be nominated from the floor.

ARTICLE 10: To see if the Town will authorize its Selectboard to borrow money in anticipation of taxes, grants and other revenue.

ARTICLE 11: To see what salaries the Town will pay its Selectboard members.

ARTICLE 12: To see if the Town will transfer from the Unassigned General Fund Balance to the Capital Fund the sum of \$223,000 to fund a portion of the cost of a new fire engine to replace a 1994 fire engine.

ARTICLE 13: To see if the Town will appropriate the sum of \$43,748 for the Community Marketing Initiative promotion of Brattleboro performed jointly by the Brattleboro Area Chamber of Commerce and the Downtown Brattleboro Alliance.

ARTICLE 14: To see if the Town will raise and appropriate the sum of \$80,000 through special assessments on properties within the Downtown Improvement District (as approved by Town Meeting March 19, 2005, and as delineated in the Town Ordinance entitled "Municipal Act to Establish and Regulate the Downtown Improvement District") to be used for capital and operating costs of projects of the Town's duly designated downtown organization as reflected in its work plan and budget.

ARTICLE 15: To see if the Town will raise and appropriate the sum of \$190,105 to support human service programs and facilities for the residents of Brattleboro to be allocated among service providers in the following manner: Aids Project of Southern Vermont - \$2,000; Big Brothers Big Sisters - \$6,375; Boys & Girls Club of Brattleboro - \$17,000; Brattleboro Area Hospice - \$2,550; Brattleboro Area Prevention Coalition (a/k/a Building a Positive Community) - \$11,250; Brattleboro Centre for Children - \$4,500; Brattleboro Community Justice Center - \$5,950; Brattleboro Senior Meals - \$5,250; Family Garden - \$2,500; Gathering Place - \$3,750; Green Mountain RSVP - \$700; Groundworks Collaborative - \$19,000; Health Care & Rehabilitation Services of Southeastern Vermont - \$7,500; KidsPLAYce - \$4,000; Meeting Waters YMCA - \$7,125; Out in the Open (f/k/a Green Mountain Crossroads) - \$8,500; The Root Social Justice Center - \$5,250; Senior Solutions - \$2,700; Southeastern Vermont Community Action, Inc. (SEVCA) - \$11,400; Turning Point - \$15,000; Vermont Association for the Blind and Visually Impaired - \$700; Vermont Center for Independent Living - \$1,600; Visiting Nurse and Hospice for VT and NH - \$10,980; Windham County Humane Society - \$1,000; Windham County Safe Place Child Advocacy Center and Southeastern Unit for Special Investigations - \$2,700; Women's Freedom Center - \$14,250; Windham Southeast Supervisory Union Summer Food Program - \$6,375; Youth Services - \$10,200.

ARTICLE 16: To see how much money the Town will raise, appropriate and expend to defray all of its expenses and liabilities, in addition to any funds authorized for any other Articles in these Warnings.

ARTICLE 17: To see if the Town will authorize the expenditure of \$36,147 from Program Income (a revolving loan fund that disperses proceeds which originated as Community Development Block Grants) as a contribution to the operation of Southeastern Vermont Economic Development Strategies (SeVEDS).

ARTICLE 18: To see if the Town will raise and appropriate the sum of \$223,276.47 through special assessments on property within the "Mountain Home Park Special Benefit Assessment Tax District" (as approved by Town Meeting, March 24, 2007, and as delineated in the Town Ordinance entitled "Municipal Act to Establish and Regulate the Mountain Home Park Special Benefit Assessment Tax District") for the purpose of paying debt service on the capital improvements to the water and sewer lines serving the Mountain Home and Deepwood Mobile Home Parks.

DRAFT

ARTICLE 19: To see if the Town will adopt the following resolution and submit it to the Federal Energy Regulatory Commission (FERC) as comments to communicate the Towns' ongoing concerns and interests:

"Whereas, the peaking operations of Wilder, Bellows Falls and Vernon dams have been causing daily surface water elevation fluctuations of, on average 2-3 feet every day in the impoundments behind the dams for at least 70 years, resulting in loss of land for landowners in VT and NH and degradation of water quality and habitat of the river for decades;

"Whereas, in the late 1970s, during the last relicensing process, the Army Corps of Engineers (ACOE) conducted an erosion study on the project area; and FERC issued the last licenses in early 1979 just months before the ACOE completed their study in November of that year; and the ACOE study clearly states that pool level fluctuations are the *second most important causative factor* for erosion in the project areas.

"Whereas, the erosion study completed for the current relicensing by Great River Hydro, the current owner of these three projects did not look at the effect of pool level changes on erosion, instead, focusing only on potential erosion due to velocity along the bank edge that would be typical for a natural river system; and the Connecticut River in the project area does not function as a natural river, instead functioning as a series of lakes, with water flow controlled by the dams.

"Whereas, many towns and landowners up and down the river have used millions of dollars in public and private money to attempt to stabilize and restore their streambanks to protect property and infrastructure over the past 70 years;

"Therefore, be it resolved that the Town of Brattleboro, formally requests that the Federal Energy Regulatory Commission require, via license article, the current and any subsequent owners of the Wilder, Bellows Falls and Vernon Dams to modify current dam operations to minimize peaking; provide for ongoing streambank monitoring; develop a shoreline adaptive management plan; and create a mitigation and enhancement fund to support riverbank restoration and/or property owner compensation to reimburse towns and landowners for any and all damages resulting from the deterioration of the riverbank."

ARTICLE 20: To transact any other business that may lawfully come before the meeting.

Dated at Brattleboro, Vermont this 28th day of January, 2020.

BRATTLEBORO SELECTBOARD

Brandi Starr, Chair

Tim Wessel, Vice Chair

Elizabeth McLoughlin, Clerk

David Schoales

Daniel Quipp

Brattleboro, Vermont
January ____, 2020

Town Clerk's Office, Brattleboro, Vermont, January ____, 2020, at ____ a/pm, received and recorded the foregoing Warning in Volume ____, of Town Records, at Page ____.

Attest: _____
Hilary Francis, Town Clerk