

Brandon Select Board Meeting
May 27, 2014
7:00 p.m.

The Brandon Select Board will meet Tuesday, May 27, 2014 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located next to the Town Office on Center Street, on the community bulletin board located between Dave's Grocery and the Forest Dale Post Office and the bulletin board at Lake Sunapee Bank. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
 - a) Agenda Adoption
- 2) Consent Agenda
 - a) Select Board Meeting Minutes – May 12, 2014
 - b) Select Board Town Plan Re-adoption Hearing Minutes – May 12, 2014
 - c) Select Board Meeting Minutes – May 19, 2014
- 3) Public Comments for Items not on the Agenda
- 4) Town Managers Report
- 5) FY 14-15 Budget
- 6) Town Meeting Warning
- 7) Recreation Background Check Policy
- 8) Glebe / Lease Lands
- 9) Certificate of Approval for Location of a Salvage Yard
- 10) Rutland Regional Planning Commission Appointment
- 11) Town Office Project
- 12) Waterline / Segment 6 / Bridge 114 Project
- 13) Other Business
- 14) Fiscal
 - a) General Fund Warrant – May 27, 2014 - \$1,470,198.65
 - b) Wastewater Fund Warrant – May 27, 2014 - \$64,947.03
- 15) Executive Session - 1 V.S.A. § 313(a)(1) - Personnel
- 16) Executive Session - 1 V.S.A. § 313(a)(1) - Personnel
- 17) Executive Session - 1 V.S.A. § 313(a)(1) - Contract
- 18) Adjournment

**Brandon Select Board Meeting
May 12, 2014**

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

In Attendance: Devon Fuller, Blaine Cliver, Ethan Swift, Dave Atherton, Maria Ammatuna

Also in Attendance: Anne Bransfield, Tracy Wyman, Marty Feldman, Richard Baker, Cindy Bell, Robin Bennett, Linda Stewart, Jeff Stewart, Allan Leavitt, Arlen Bloodworth, Jack Fillioe, Dick Kirby, Lee Kahrs, Steve Bissette, Joseph Ammatuna, Janet Coolidge, Eric LaRock, Tecari Shuman, Gary Meffe, Bernie Carr, Jim Leary, Phyllis Reed, Steve Carr, Chris Brickell

1. Call to order

The meeting was called to order by Maria Ammatuna at 7:01PM.

a) Agenda Adoption – Motion by Devon Fuller/Blaine Cliver to adopt the agenda, as amended. **The motion passed unanimously – 4 to zero.**

Mr. Cliver requested Items 5 and 6 be reversed, and Items 12 and 13 be reversed.

2. Consent Agenda

a) Select Board Meeting Minutes – April 28, 2014

Motion by Dave Atherton/Blaine Cliver to approve the minutes of the April 28, 2014 Select Board meeting. **The motion passed unanimously – 4 to zero.**

3. Public Comments for Items not on the Agenda

Cindy Bell reported Brian Sanderson and she attended a Tree Wardens meeting in Wallingford. They learned how to cut down trees and what to do with trees that are in the right of way. There is an ordinance that Mr. Sanderson has been working on since 2013 and Ms. Bell questioned who to submit the ordinance to once she has reviewed it. Ms. Ammatuna advised it should be submitted to the Town Manager, who will review it and ultimately bring it before the Board.

Linda Stewart questioned why the Sewer Commissioners' meeting is scheduled for May 19th; rather than this evening. Ms. Ammatuna stated it is believed that it will be a longer meeting that required it to be a separate meeting time.

Janet Coolidge stated she had previously asked how union negotiations were going and was advised they have not begun yet. The Budget Committee had thought they were

going to start in March. She stated it is imperative to work on this process for the budget. Maria Ammatuna stated without a budget, it is difficult to work on an agreement concerning wages and benefits. Robin Bennett stated it can be a process and the current agreement will be in effect until the negotiations are completed. Ms. Ammatuna noted even if it started in March, it would likely not have been done by July 1st. She stated what often happens is other areas impact a quasi-agreement and they are trying to not make the negotiation process longer. Ms. Bennett stated the process requires a lot of meeting time after hours and the budget process has taken a great deal of this available time.

4. Town Manager's Report (Written Only)

Robin Bennett provided a written Town Manager's Report that was available to those in attendance and is also available on the town's website.

5. Zoning Administrator Reporting Structure

The statute indicates that the Planning Commission nominates a candidate and the Select Board appoints that person to the position for a 3-year term. All employees report to the Town Manager and Ms. Bennett stated unless the Select Board wishes to have something different, this would be the normal policy. The town received information from the town's attorney outlining this process. The Select Board will consider the appointment of an Interim Zoning Administrator.

6. Interim Zoning Administrator Appointment

Maria Ammatuna read the following letter received from Anne Bransfield, Chair of the Brandon Planning Commission:

"Dear Select Board,

Pursuant to 24 V.S.A. 4448(b), the Planning Commission hereby nominates Jon Andrews, Brandon's current Alternate Zoning Administrator, to serve as Interim Zoning Administrator until a new Zoning Administrator is hired.

The Select Board must establish policies establishing the extent of the Interim Zoning Administrator's authority and duties. The Planning Commission recommends that the Interim Zoning Administrator have the same authority as the Zoning Administrator to approve, deny, and issue permits, and to refer applications to the Development Review Board, in conformance with the Brandon Land Use Ordinance, without enforcement authority.

The Planning Commission also strongly recommends that Tina Wiles remain on the Town payroll, as she contributes her services through the appointment and orientation of a new Zoning Administrator.

Please contact me if I may be of any additional assistance.

*Respectfully,
Anne Bransfield, Chair
Brandon Planning Commission"*

Motion by Devon Fuller/Blaine Cliver to accept the Planning Commissions' recommendation to appoint Jon Andrews as the Interim Zoning Administrator. **The motion passed unanimously – 4 to zero.**

Jon Andrews stated he would be honored to serve, but will need to keep his time to five hours per week, due to his current commitments. Robin Bennett stated in general, that timeframe would likely be acceptable. Maria Ammatuna questioned if the prior administrative support still exists and it was confirmed that this is the case. Anne Bransfield stated that Tina Wiles thinks it is possible for Mr. Andrews to do the position in the allotted time. Ms. Ammatuna questioned the wording, without enforcement authority, with regard to conformance with the BLUO. Ms. Bennett stated the verbiage should be with enforcement authority. A correction to the letter was requested; indicating paragraph two would read, with enforcement authority. Devon Fuller stated the original motion was for just the appointment of Mr. Andrews, not the continuation of Ms. Wiles. Maria Ammatuna questioned the method for calculating the salary and Ms. Bennett stated it was her intent to come up with an hourly rate. A recommendation was made to continue this discussion during executive session, due to the personnel nature of the discussion. Phyllis Reed recommended taking Mr. Andrews experience into consideration when determining a rate.

Motion by Dave Atherton/Blaine Cliver to continue discussion of the Zoning Administrator position in executive session. **The motion passed unanimously – 4 to zero.**

8. Waterline/Segment 6/Bridge 114 Projects

Robin Bennett reported the waterline is complete on the south side and the road is open for traffic. Overall the project went fairly well on that side and they were able to accommodate working with the property owners. On the north side, there is more ledge than previously thought and this is going to cause some changes. As of Friday, the changes were not completely known, but the engineers are making design changes and are moving the sewer line over to avoid hitting the fiber optic cable. The cost of the changes is not known, but there will be additional design changes and blasting, and delay of the overall project. A change order is anticipated to reflect the changes and Ms. Bennett is looking for approval to execute the changes as soon as possible. It is not thought it is going to be a massive dollar change, but there will need to be an immediate turn around. Blaine Cliver stated they have done an excellent job and Mr. Atherton was in agreement. Ms. Bennett stated there could be significant costs if the fiber optics is hit and the vendor has been made aware of the situation. It was questioned if the telephone company has any responsibility and it was noted that it would be the

responsibility of the contractor who would then have to submit an insurance claim. There is every effort being made to minimize this problem. Devon Fuller stated since the telephone company has not kept track of where their lines were run, it is thought that some of this should be their ownership. Steve Carr suggested requesting as-builds so that future boards will not run into these issues.

Motion by Devon Fuller/Dave Atherton to authorize the Town Manager to spend funds for an emergency situation not to exceed \$50,000.00. **The motion passed unanimously – 4 to zero.**

CLD has requested to over-blast in anticipation of the next step with Segment 6. Blaine Cliver stated the process has to be done and suggested providing Ms. Bennett the authority to move forward with emergency situations.

Ethan Swift asked how much contingency funding is built into the project; Ms. Bennett reported there is 10% built in and the Town would be responsible for 5% of the overall cost. The money is set aside from years ago and will more than cover Phase 1. Maria Ammatuna stated if the Town Manager has a cap on the approval; it could likely keep the cost within the approved amount to avoid further delay.

Regarding Bridge 114, Ms. Bennett reported the town has sent out a Scope of Work (SOW) for the next phase of bridge options. It is anticipated to have the information back by the next Select Board meeting. Maria Ammatuna requested Ms. Bennett provide this information to Mr. Rausenberger for his reference. Ethan Swift stated CLD has intimate knowledge of the project and asked if there is currently a contract with CLD. Ms. Bennett stated a number of years ago there was an RFP and the town had contracted for what has been done up to date. With the SOW, this would be the time to make any changes and re-evaluate. Robin Bennett stated the RFP included everything and it would be fair to proceed with CLD through the entire project, but there is not an obligation to continue with them. To maintain continuity, Ms. Bennett stated it would be good to continue with the same contractor. Mr. Cliver stated it may be a benefit to put it out for bid, but agrees with the timeframe.

With regard to Segment 6, Steve Carr stated he previously met with the Board as a result of information that came to the representatives. As a result, there was a meeting held between AOT and the town. Mr. Carr read the following correspondence from Chris Cole of VTrans:

"Hi Representatives,

The meeting went great. The selectboard Chair ran the meeting and at the outset indicated that her goal was to keep the project on its current timeline, explore the reasons why some changes cannot be accommodated and come away with a specific action plan and common understanding for everyone to know what the next steps were. From VTrans perspective, she set a nice positive tone for the meeting and identified all the issues that needed to be addressed.

VTrans was mostly quiet through the meeting, the majority of the talking was between the selectboard and their consultants and we would explain or clarify things when asked. It appeared to us, that most of the issues were communication issues between the selectboard, their consultants and potentially the town manager.

We supported the consultants when they indicated that the four parking spaces in front of the historic building were 4f issues and would delay the project. I'm not sure whether the selectboard had gotten that message from the consultants previously but the consultants were pretty clear during this meeting that those spots represented 4f issues that would delay the project. The 16 parking spots on the green represented an Act 250 risk but it was unclear to all at the table whether the opening Act 250 under a minor amendment opened up the whole project. They were going to meet with the district commission coordinator to better understand those risks. They no longer want the traffic light as part of the project and it was unclear on our side whether removing the light would trigger Act 250. All agreed it didn't make much sense if the town didn't want the light for us to build it yet we don't want to trigger opening up the whole project to act 250 review. I believe the town was going to speak to the district coordinator about this issue as well. The pedestrian crossings they wanted are fine. Some of the smaller changes we can treat as design changes in the final process. Those were the major discussion points.

The selectboard Chair did say at the end of the meeting that they recognized that their management of their consultants needed greater oversight and they would ensure that happened. Jeff from the downtown group requested that we try our best to coordinate the bridge project with the roadway project but from our view if we do that, it may mean delaying the roadway project which frankly we aren't prepared to do. We will see how that comes out and will do our best to coordinate them. All in all a very positive meeting and not what we expected.

Rich can fill in anything I may have missed."

Mr. Carr noted that Rich Tatreault also responded:

"Ditto. One clarifying point. The Bridge Project and the Segment 6 project are both Municipally Managed Projects. VTrans will support the effort the municipality puts forth in trying to get them out to construction for the same period of time."

Mr. Carr considers this information very positive.

Robin Bennett provided a letter from VHB to the Board outlining the various design changes, with recommendations and costs for each one. Blaine Cliver asked if it is known how the money has been spent, as there was money for redesign and he hopes that there are still funds remaining. Robin Bennett stated the message that has been relayed to everyone is whatever has been set aside for design is all that will be available until construction. Maria Ammatuna stated there was a table of funding provided from

VHB that included the additional design work. Mr. Cliver stated the estimate is from CLD and he does not believe that VHB was involved at the time of the presentation. Ms. Bennett stated it has been very clear that there will be no more funds. Maria Ammatuna stated the Select Board needs to make some final decisions. Another challenge is that it is a historical registered area. Blaine Cliver stated there are questions about 4F and Act 250 and the Select Board needs to understand what is involved prior to making a decision. The spaces and traffic light have been discussed for a long period of time and Mr. Cliver thought the Board would be meeting with Bill Burke. Maria Ammatuna stated prior to the meeting it was noted there would be some decisions that could be made. Ethan Swift stated the document from VBH describes the potential design changes, issues and information on those that would likely trigger the need for an Act 250 amendment. There are some items that would trigger 4F that would be off the table. Ms. Bennett stated this information was reviewed by VHB, CLD and VTrans and they have worked hard to get this information done prior to this evening's meeting. Ms. Bennett noted there is nothing in the packet that has not been discussed and the only thing new is putting the dollar aspects to the changes. The document also talks about the impact on the schedule. Ms. Ammatuna stated every change that occurs requires another public hearing that can get caught up in an appeals court and some of the items can be handled after the project is completed.

Dave Atherton stated the changes the town wishes could be done, as it does not appear that the town is being told no and the town should take advantage of all of it. Ethan Swift noted that with Segment 5, design changes could be obtained. Maria Ammatuna stated this is a municipal-managed project and the fact that there is the ability to make any changes is fortunate.

Motion by Maria Ammatuna/Blaine Cliver to accept the modifications originally under review in like form until which time the Act 250 process can be clarified. **The motion passed unanimously.**

Motion by Maria Ammatuna/Devon Fuller to obtain 4F determination or clarification on Number 3. **The motion passed.**

Ethan Swift stated some determinations will depend on how they are reviewed by Act 250. There were some interim steps that were recommended to get determination from the Act 250 coordinator. It was requested that a conference call between Mr. Cliver, Mr. Burke, Ms. Bennett, Mr. Swift and VHB be scheduled to discuss the outstanding issues. Mr. Fuller stated there are several items that are not clear. Ms. Bennett stated the changes to Central Park and the traffic light would require a hearing. Mr. Cliver stated the chances of losing the enlargement of the park are great. Ms. Bennett stated the recommendation is to move the design forward as it is now and make the changes after the fact, as it will be on the town's money. Ms. Ammatuna stated at this point in the project, everything cannot be fixed, but it does not mean that changes cannot be done on the town's money once the project is done. Ethan Swift noted Chris Cole had been adamant about the traffic light, but he was more agreeable once it was known the conduit would still be included. Ms. Bennett stated parking studies would be required, as

the Act 250 person thought that the current changes would trigger an Act 250 process. Ms. Bennett stated the changes needed to be made before it came to the Act 250 phase.

Steve Carr stated that somewhere in the 2002/2003 timeframe when the design was taking place, the area near the park had the Brandon Inn, Shapiro's Department Store, Jane's Dress Shop, the Bargain Center and a full functioning pharmacy and gift shop. This prompted the main discussion to be around parking, but parking spaces have a different meaning and it is likely the information that Mr. Burke has is that from 15 years ago. The roundabout was very late in the process and the Select Board at the time had encouraged a public hearing as it had not come out in the previous process. He applauds the Select Board for this discussion, as it is important to move the process forward. Mr. Cliver stated the Douglas Birthplace was also not the same use at that time. Linda Stewart asked whether there is any information about the splitting of the town office from the town hall and the overflow grant. Ms. Bennett stated they are using a different option in going through the application process to move it along. There is still no information about the overflow grant and there is a shift in projects having to do with environmental requirements.

Maria Ammatuna asked why the rights of way document still indicates draft. Ms. Bennett advised everything has not been verified with regard to the not-to-exceed amounts. They are trying to cover everything up to 50 parcels and there are two not-to-exceed clauses that put a cap on the not-to-exceed of \$127,000.00. It would be the same base per parcel, but it provides the total limit. Ms. Bennett stated about 1/3 are the more difficult ones that will require more payment than the standard. Ms. Ammatuna asked if these are different appraisals than what were done two years ago. Ms. Bennett reported the town will be getting an estimate from CLD of what it would cost to bring all of the rights of way current. Dave Atherton asked if the town has the Attachment A and Ms. Bennett stated that is the information the town is waiting for and the Attachment B is the RFP and the letter that went out. This is the same scope of services and is VTrans format, and they are on board with this. Mr. Atherton requested to view the attachments prior to approval. Cindy Bell questioned if the new appraisals would change the grand list. It was noted this is just the appraisal for the right of way. The Select Board requested a listing of all the properties and a sample copy of the letter the homeowners will receive. This item was tabled for discussion at the next Select Board meeting.

9. May 26th Board Meeting

Robin Bennett questioned whether the Board wished to move the next Select Board meeting to May 27th, due to the fact it falls on Memorial Day.

Motion by Blaine Cliver/Maria Ammatuna to move the next regular Select Board meeting to May 27th. **The motion passed unanimously – 4 to zero.**

10. FY2014-2015 Budget – What's Next

Devon Fuller requested an RFP be sent for contracting out grading of the roads to determine whether it would be a cost-savings versus the purchase of a grader. It was also recommended to contract out the painting of the roads. Dave Atherton stated there needs to be a comparison of whether the contracted services are a cost-savings versus having a town employee. Ethan Swift noted Rutland City voted their budget by department, which he is unsure if it is the best way to do, but it provides clarity of where the townspeople feel there is an issue. Dave Atherton stated the issue with cutting additional funds from the budget will mean cutting services and the Select Board is not doing its job by constantly cutting the budget. Devon Fuller stated the Select Board is providing police service, public works and education with this budget; however the town does not have funds for grant opportunities or for major issues that may arise. Mr. Fuller stated the town is in a deficit and this budget would get the town back to zero. Maria Ammatuna suggested having a town-meeting style meeting to allow the voters to air their concerns. Mr. Fuller stated no one wants their taxes to increase, but the town needs to reach a balance, as there is no money for emergencies. Dave Atherton stated it is not so much that people are concerned about the spending, but what they are getting from the spending and people are questioning the way things are done. Mr. Fuller stated people want to see a plan for where the money is going, as there is no way to reduce the budget without reducing services. Mr. Atherton noted the budget presented is not unrealistic for the services being provided. Maria Ammatuna stated there is an issue with a trust factor and a lack of confidence. Mr. Fuller stated next year there will not be the \$200,000.00 deficit that needs to be taken care of and if the budget is increased 2.5%, it is essentially a level funding. Ms. Bennett stated the town would want to do one replacement vehicle per year for the Police Department and currently there is \$30,000.00 in the budget to replace a car and with a clean slate the town would be funding \$45,000.00. For Public Works, the \$490,000.00 would be for the projects. Mr. Fuller stated the Public Works priorities need to be determined. The debt service of \$250,000.00 will not be retired and in the General Fund there is the Route 7, Segment 6 project and the Police Station. The equipment leases are in the departmental budgets. Maria Ammatuna asked what the savings would be in keeping the staffing at the current salary level and Ms. Bennett advised it would save the town approximately \$18,000.00 to \$19,000.00 in freezing salaries.

Dave Atherton suggested the Select Board and Fire District work together with regard to budget discussion; though they are separate budgets, the funding still comes from the taxpayers. Mr. Fuller noted many of the voters are not getting the full picture. The Select Board has been elected to provide the taxpayers with a fair budget and he does not see that anything can be reduced.

Maria Ammatuna stated VLCT has advised that the roads are the first priority and the town only has to maintain the roads to passable. They have researched whether by statute 24VSA where the town can spend money in anticipation of taxes, but the lenders will not provide funding without an approved budget. Linda Stewart stated the Select Board needs to visit all local groups and entities to explain the proposed budget. Maria Ammatuna noted she would like to add back \$50,000.00 to be put into the capital improvement fund

Motion by Devon Fuller/Dave Atherton to put forward a budget in the amount of \$3,238,670.00, of which \$2,633,995.00 is to be raised by taxes.

Janet Coolidge asked why the town thinks they can increase the budget when it did not originally pass; noting she did not think that it will pass again. Cindy Bell stated the Select Board worked hard with the Budget Committee, but some of the Committee members had already made up their minds and they were not in agreement. Phyllis Reed stated the Select Board is doing a big injustice to the town and she does not agree that the increased budget will pass. Ms. Coolidge stated the Budget Committee did not need a unanimous vote, but rather a majority. Ms. Ammatuna noted consensus was not received.

Ms. Ammatuna asked what a reduction of two public works staff would equate to and Ms. Bennett stated it would be approximately \$105,000.00 in personnel costs; however, it would not be known what the cost will be for contracting out for plowing next winter. Dave Atherton did not agree with further reductions as it will not be possible to bring business into the town with reductions in services and he would not support seeing the budget reduced any lower.

The motion passed with two abstentions.

11. Other Business

Devon Fuller questioned the status of Green Park. Robin Bennett hopes to have a recommendation for engineering by the next meeting.

Motion by Blaine Cliver/Devon Fuller to borrow money out of the Town Farm Account to do the sewer repair.

Mr. Cliver believes there should be enough money in the account to pay for the repairs. Robin Bennett stated this account may be restricted. Richard Baker reported this account in the amount of \$113,000.00 was restricted for the sidewalks for the Route 7 Project. Maria Ammatuna advised the Sewer Commissioners tried to borrow money for the repairs; however, it is not possible to do so without an approved budget. This option would be a stopgap until the funds are available. Devon Fuller asked if it is going to be borrowed as the Select Board or the Sewer Commissioners. Blaine Cliver stated the Select Board has the authority to borrow. Ethan Swift has concern with the legality of borrowing from the account due to the restriction for the sidewalks. It was suggested to contact the legal counsel to determine if this could be done. Robin Bennett stated the General Fund does not have cash enough to lend the money. She suggested there could be an easier solution to discuss during the Sewer Commissioners meeting next week. She noted a sewer budget needs to be adopted and proper fees for the sewer department determined.

Mr. Cliver withdrew his motion to borrow from the Town Farm Account.

Mr. Cliver asked the status of the ANE request for qualifications that was put out for an engineering firm for the FEMA projects. Ms. Bennett has not had the opportunity to review that, but she will do so and bring to the next meeting.

Blaine Cliver asked if a statement of the accounts of the town can be provided to the Select Board at the next meeting. Ms. Bennett confirmed she would provide this information. Mr. Cliver suggested instead of hiring Glenna Pound that the town have Sue Gage close the books in an effort to get the audit done sooner. Ms. Bennett is putting together an RFP for the auditing and noted that using Glenna Pound had been a condition with the current auditing firm.

Maria Ammatuna reported Mr. Sanderson spoke with Dave Markowski and he has indicated the rock pile will be removed once the weight restriction is lifted.

Maria Ammatuna read the following letter received from Arlen Bloodworth, the videographer of the Select Board meetings:

"Sirs,

In view of the failure of the latest proposed budget, I am offering the services of my cameras and editor to create a video outlining the difficulties the town faces. I claim no expertise in mobilizing public opinion but, perhaps, a careful shot and edited production detailing the things that have to be done and the obligations that must be met, could both affect a change in the view some have of the budget and suggest alternative ways to deal with some issues.

Were members of the board to lead viewers on a tour of the town, pointing out things sorely in need of upkeep, repairs that must be effected, and preview important projects that will have to be done in the not-too-distant future, the viewers might be enabled to see the problems you face from a different perspective.

As well outlined as the budget was prior to the last vote, the numbers may not be sufficiently descriptive to someone who is only thinking in terms of numbers (dollars). Showing the wear and tear of years, evidence of under-management in order to keep the budget artificially low, and providing evidence of future costs that will have to be paid, may assist in the process of gaining public approval.

If, of course, 300 voters just don't want to pay any increase in taxes, probably nothing will change their minds. But my equipment and time are available, if you wish to try. And the cost, as with other productions, is zero.

*Arlen Bloodworth
"Pretty Shaky Productions"*

Maria Ammatuna reported a letter was received from Amelia Tracey of Nexon Energy requesting to have a conversation with the Town Manager regarding solar power.

The town also received a question whether properties are repaired from damage due to snow plows. Ms. Ammatuna requested Ms. Bennett follow-up with the damage on Sunset Drive.

12. Fiscal

a) Fund Warrant – May 12, 2014 - \$45,168.25

Motion by Devon Fuller/Blaine Cliver to approve the warrant of May 12, 2014 in the amount of \$45,168.25. **The motion passed unanimously – 4 to zero.**

Dave Atherton questioned the equipment repair invoice for the Public Works Department in the amount of \$3,635.00. Robin Bennett reported it was to repair a plow that was damaged this past winter and all but \$500.00 was paid by insurance funds.

b) Wastewater Fund Warrant – May 12, 2014 - \$5,707.34

Motion by Devon Fuller/Dave Atherton to approve the warrant of May 12, 2014 in the amount of \$5,707.34. **The motion passed unanimously – 4 to zero.**

c) BLSG Insect Control District – May 15, 2014 - \$6,953.75

Motion by Dave Atherton/Devon Fuller to approve the warrant for the BLSG Insect Control District in the amount of \$6,953.75. **The motion passed unanimously – 4 to zero.**

Motion by Devon Fuller/Ethan Swift to enter into executive session at 10:04PM for a contract discussion. **The motion passed unanimously – 4 to zero.**

13. Executive Session 1 V.S.A.313 (a) (1)

Motion by Ethan Swift/Dave Atherton to come out of executive session at 10:26PM. **The motion passed unanimously – 4 to zero.**

There was no action required.

Motion by Devon Fuller/Blaine Cliver to enter into executive session at 10:27PM for a personnel discussion. **The motion passed unanimously – 4 to zero.**

14. Executive Session 1 V.S.A.313 (a) (1)

Motion by Ethan Swift/Dave Atherton to come out of executive session at 10:31PM.
The motion passed unanimously – 4 to zero.

There was no action required

Motion by Devon Fuller/Ethan Swift to enter into executive session at 10:32PM for a contract discussion. **The motion passed unanimously – 4 to zero**

15. Executive Session 1 V.S.A.313 (a) (1)

Motion by Blaine Cliver/Ethan Swift to come out of executive session at 10:37PM. **The motion passed unanimously – 4 to zero.**

There was no action required.

15. Adjournment

Motion by Dave Atherton/Blaine Cliver to adjourn the Select Board meeting at 10:38PM. **The motion passed unanimously - 4 to zero.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

**Brandon Select Board
Town Plan Re-adoption Hearing
May 12, 2014**

Select Board Members Present: Blaine Cliver, Devon Fuller, Maria Ammatuna, Ethan Swift, Dave Atherton

Others present: Anne Bransfield, Tracy Wyman, Marty Feldman, Richard Baker, Cindy Bell, Robin Bennett, Linda Stewart, Jeff Stewart, Allan Leavitt, Arlyn Bloodworth, Jack Fillioe, Dick Kirby, Lee Kahrs, Steve Bissette, Joseph Ammatuna, Janet Coolidge, Eric LaRock, Tecari Shuman, Gary Meffe, Bernie Carr, Jim Leary

Call to Order:

Maria Ammatuna opened the Select Board's 1st Town Plan Re-adoption hearing at 6:30PM.

The current Town Plan expires on May 18, 2014 and the Planning Commission has obtained a municipal planning grant (MPG) from the state to assist with future rewrites. This work will not be completed by May 18th and the Planning Commission has proposed to re-adopt the current plan to provide additional time to update. Ms. Bransfield reported the process has been started, with copies being sent to the adjacent towns, the Regional Planning Commission and the state. The Planning Commission held two re-adoption hearings in April and statute requires that the Select Board must hold two hearings. The Planning Commission has made two changes to the current Plan, as a result of a consultation with Regional Planning Commission that will make the Plan compliant with the new requirements as of July 1, 2014. One change is in the Economic Development section, whereby stating when the town will opt for Downtown Designation when its designation expires in 2017 and the second change will be to include a Flood Resiliency section by linking the Hazard Mitigation Plan to the Town Plan. The Regional Planning Commission has assisted with the changes and has tentatively accepted the Town Plan with those changes.

Devon Fuller clarified that with the approval of the re-adoption, the Plan will be good for another five years once the hearings have been held and the Regional Planning Commission has approved it. It was confirmed it would be approved for five years, however, Ms. Bransfield reported the MPG will be used to do the Brandon Base Code and Town Plan update simultaneously. This Town Plan needs to be in place to avoid losing downtown designation status. Dave Atherton stated a lot of the percentages are from 2000 and it was noted that the figures will not change until the next census. Ms. Bransfield also noted the Town Plan should be in place to avoid losing grant opportunities. Maria Ammatuna asked if the town budget fully supports the execution of the Town Plan. Ms. Bransfield stated the Plan has not been reviewed in this manner, but she will review it and advise Ms. Ammatuna. Linda Stewart stated the Town Plan does not fully support the Designated Downtown, as many towns have a paid director. Jeff Stewart stated there are fundraising efforts being considered to fund the Designated Downtown. Cindy Bell questioned the timing of the Select Board hearings for the re-adoption and the quick decision required, due to the expiration deadline.

Anne Bransfield stated the Planning Commission held two hearings in April and due to statutory requirements; the Select Board could not hold their hearings any sooner. Ms. Bransfield stated the Planning Commission has been very busy with the zoning issues and noted probably most towns do review a year out prior to approval. Ethan Swift stated this is a stop gap issue to assure continuity of a Plan be in place and is not an unusual situation. The Planning Commission brought this to the Select Board's attention to insure that the Town Plan remains in place. Ethan Swift stated with the adoption of the last plan, he fully supported the document, but also wanted to assure the document accurately reflects the natural resources. Anne Bransfield stated the Hazard Mitigation Plan will be linked to the Town Plan to bring that area into compliance.

The Planning Commission will go through every detail of the Town Plan when doing the review. Maria Ammatuna requested the Planning Commission look into the Transportation section, as it appears to be minimal, and efforts should be made to determine whether there are ways that public transportation could receive any grant funding. Ms. Bransfield stated the Town Plan should incorporate everyone's vision of what the different sectors of the community want the town to be. Ms. Ammatuna suggested when doing the total review, section numbers could be added to further define the sections to make the document more user-friendly. Ethan Swift stated with Act 250 and Act 248, there should be verbiage on energy, in the event issues arise and the town needs to take a stance, as having specific language that speaks to issues is what Act 250 looks for. Ms. Ammatuna asked if there is information in the document that would enhance or inhibit sustainable items. Anne Bransfield stated these areas will be discussed during the review of the entire plan. Linda Stewart stated the Town Plan creates a broad vision of the goals and aspirations, rather than details. It talks of infrastructure and recreation and what the goals and visions would be and what is desired. This was meant to be a 20-year plan and it is hoped that it could be more of an update moving forward. Ethan Swift stated there are specific recommendations that look for more near-term actions, in addition to the longer range plan. There is a level of specificity that guides the town in the direction it wants to go and assists in determining the direction of grants. Devon Fuller stated when developing a Capital Improvement Plan, it would be good to have a document to work from. Ms. Bransfield stated the Planning Commission wants to work collaboratively with the Select Board and all other entities in town to incorporate everyone's vision. Dave Atherton stated this would be a good template for the Select Board to use in working with the matrix.

Adjournment:

The hearing was closed at 6:58PM.

Respectfully submitted,

Charlene Bryant
Recording Secretary

Brandon Select Board
Town Plan Re-adoption Hearing
May 12, 2014

INTEROFFICE MEMORANDUM

TO: Robin Bennett, Town Manager
Maria Ammatuna, Select Board Chair

FROM: Tina Wiles, Zoning Administrator

SUBJECT: Certificate of Approval for Location of Salvage Yard
– Ralph Dewitt, Jr., 393 Steinberg Road, Brandon

DATE: May 14, 2014

Attached please find the original 2014-2015 Certificate of Approval for Location of a Salvage Yard for Mr. Dewitt and Thunder Towing properties. These Certificates need to be returned to the applicants for filing with the State of Vermont by June 30, 2014.

Ralph Dewitt: The use of the Dewitt property as a Salvage Yard has existed since at least August 3, 1977. I am not aware of any current or pending violations at the property located at 393 Steinberg Road in Brandon.

Once the Select Board has signed the enclosed, please mail the original to Mr. Dewitt in the envelope provided and return a copy to the Zoning Office for filing in the zoning files.



State of Vermont
 AGENCY OF TRANSPORTATION
 DEPARTMENT OF MOTOR VEHICLES
 120 State Street, Montpelier, VT 05603-0001



CERTIFICATE OF APPROVAL FOR LOCATION OF A JUNKYARD

The application of RALPH DEWITT, JR. whose address is
393 STEINBERG RD., BRANDON, VT 05733

dated 5/4/2009 to locate a junkyard on the land and premises in the city/town of
BRANDON owned by RALPH DEWITT, JR

and described as follows Land on Parcel #0016-0393; Land on Steinberg Rd., bounded by
lands of Wayne Platt, Park Village, the McKernon Group & Town Road #11

has been duly heard and acted upon by the Board of Selectmen
 (City Council, Board of Selectmen, Trustees)

of said BRANDON pursuant to the provisions of 24 V.S.A., §§ 2252, 2253, 2254,

2255 the same is approved this 18th day of MAY, 2009

The certificate is valid for 5 years from the following July 1st, subject to the provisions
3, 4, or 5 *good through 6-30-2014*

of State Statute or Municipal Ordinance presently or hereafter appertaining thereto. This

certificate is for the exclusive use of the named applicant and is not assignable.

The application fee of \$25.00 and all other assessments authorized by 24 V.S.A. §2256 have
 been paid

SELECTBOARD

(City Council, Board of Selectman, Board of Trustees)

of the City/Town/Village of BRANDON

[Handwritten signatures of Board members]

[Handwritten signature of Ralph DeWitt, Jr.]
Kellan Platt



STATE OF VERMONT
 AGENCY OF NATURAL RESOURCES
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 Salvage Yard Inspection and Compliance Program
 1 National Life Drive, Davis 2, Montpelier, VT 05620-3803



Form ANR-SY-02

2014-2015

APPLICATION FOR CERTIFICATE OF APPROVAL
 FOR LOCATION OF A SALVAGE YARD

(For applications received by June 30, 2014 for the 2014-2015 certification period)

To the Board of Selectman of the City/
 (City Council, Selectboard, Board of Trustees)

Town/Village of Brandon in the county of Putland

The undersigned hereby applies for a permit to locate and maintain a junkyard to be located on the land and premises as herein described.

- Name of Applicant: Ralph Beutler
- Address of Applicant: 393 Steimberg Road
Brandon, Vt 05733
- Owner of Land: Ralph Beutler
- Description of Land: 2.5 acre Salvage yard

Being all or part of the same land and premises conveyed to Ralph Beutler
 (Grantee)
 by deed of Ralph Beutler Page _____ of the _____
 (Grantor)
 recorded in Book 115 Page 88 of the Brandon
 (City/Town)

Land Records; as described below:

Describe the land briefly, indicating dimensions to include reference to so-call permanent boundary markers. Boardered by town road 11 south
Wayne Platt east and Park village north formerly
(BT 5) and Ralph Beutler's westerly lands.

- I have enclosed with this application for a municipal Certificate of Approved Location a complete copy set of all required application documents to be filed with the State of Vermont Salvage Yard Program to be considered as part of this application record.



Form ANR-SY-03

2014-2015

CERTIFICATE OF APPROVAL FOR LOCATION OF A SALVAGE YARD
 (For applications received by June 30, 2014 for the 2014-2015 certification period)

The application of Ralph Dewitt, Jr. whose address is

393 Steinberg Road, Brandon, VT 05733

dated 5-7-2014 to locate a junkyard on the land and premises in the city/town of

Brandon owned by Ralph Dewitt, Jr.

and described as follows 2.5 acres salvage yard, bounded^{South} by
Town Road # 11, east by Wayne Pkwy, North by Park Village,
North by Diversions, LLC, Historic Laundry, LLC & Lot 17, Inc., and Ralph
Dewitts westerly land.

has been duly heard and acted upon by the Brandon Select Board
 (City Council, Selectboard, Trustees)

of said Town of Brandon pursuant to the provisions of 24 V.S.A., §§ 2251- 2257

the same is approved this _____ day of May, 20 14.

The certificate is valid for _____ years from the date of issuance and is subject to the provisions
 (choose 1 through 5)

of State Statute or Municipal Ordinance presently or hereafter appertaining thereto. This certificate is for
 the exclusive use of the named applicant and is not assignable.

The application fee of \$25.00 and all other assessments authorized by 24 V.S.A. §2256 have
 been paid.

Town of Brandon Select Board
 (City Council, Selectboard, Board of Trustees)

of the City/Town/Village of Brandon



COMMISSIONER CERTIFICATION

July 1, 2014 - June 30, 2015

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

(Name) David J. Atherton

(Street Address) Fox Road

(Town/Zip) Brandon, VT 05733 Phone: _____

e-mail: _____

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

(Name) Richard Baker

(Street Address) Carver Street

(Town/Zip) Brandon, VT 05733 Phone: _____

e-mail: _____

IS APPOINTED AS THE **ALTERNATE COMMISSIONER**.

We understand that this certification shall be submitted to the secretary of the Rutland Regional Planning Commission prior to June 30, 2014 or as soon as the appointments are filled and that such submission is necessary to validate the name of the person who is empowered to vote for the town on Commission issues.

APPROVED BY THE LEGISLATIVE BODY AT ITS MEETING OF _____, 2014.

Chairman/President/Town Clerk

If there is a change do you wish this to take effect immediately? ___ YES ___ NO

Presently serving - Regular: _____ Alternate: _____

RUTLAND REGIONAL PLANNING COMMISSION

The Opera House, P.O. Box 965, Rutland, VT 05702
802-775-0871

**CONTRACT AGREEMENT
WITH DESIGN CONSULTANT**

Municipality of BRANDON
Agreement for Consultant Engineering Services With
O'Brien & Kaffenberger, Inc

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the municipality of Brandon, hereinafter referred to as the MUNICIPALITY and O'Brien & Kaffenberger, Inc, a Vermont corporation, with its principal place of business at 289 College St Burlington, VT, hereinafter referred to as the CONSULTANT.

The MUNICIPALITY wishes to employ the CONSULTANT for the purpose of providing Real Estate Appraisal services.

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the Real Estate appraisals for the identified parcels impacted by The Segment 6 US Route 7 project construction under consideration as set forth in the Scope of Services and fee proposal dated May 22, 2014, provided in Attachment A. The original Request for Proposal / Qualifications dated Oct 31, 2012 and the Consultant's RFQ response, dated Nov. 19, 2012 are provided in Attachment B for documentation of the Qualification based selection process used for this contract. The standard "Contract Provisions" as found in appendix E of the LTF Guidebook dated 2009, are provided in Attachment C; all of which are incorporated herein and made a part of this Agreement.

Should it become necessary for the CONSULTANT to procure sub-consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before: November 28, 2014. Interim completion dates will be established between the MUNICIPALITY and CONSULTANT for each specific appraisal needed.

3. THE AGREEMENT FEE

A. General. The MUNICIPALITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the (Time + Expenses.) to the CONSULTANT in accordance with the proposed (rates, etc.) as stated in proposal dated May 22, 2014.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount \$102,000.

C. The maximum cost for all services required for the appraisal of the 14 parcels identified as having property takes associated with project impacts shall be \$ 35,000. Should the need for additional appraisals become required during the ROW negotiation process, a contingency fee not to exceed \$67,000, for up to 31 additional properties, will be budgeted for. The additional work will required a contract amendment where the parcels to be appraised will be identified. And there is no guarantee that additional appraisals will be required and no additional funding will be considered unless the number of parcels to be appraised exceeds the 45 parcels budgeted for in this contract.

4. PAYMENT PROCEDURES

Invoices shall be submitted to the (Municipal Project Manager at specific address). One original and three copies are required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CONSULTANT NAME

ADDRESS

By: _____

Title: _____

MUNICIPALITY NAME

By: _____

Title: _____

Date: _____

Attachment A

O&K Proposal

**O'Brien &
Kaffenberger, Inc.**

Real Estate Analysts and Appraisers

289 College Street
Burlington, VT 05401
Phone (802) 658-1053
Fax (802) 658-2515

May 22, 2014

Jenny Austin, P.E.
Highway Engineer
VHB/ Vanasse Hangen Brustlin, Inc.
7056 US Route 7
Post Office Box 120
North Ferrisburgh, VT 05473

Dear Ms. Austin:

As requested, we hereby submit an estimate for completing appraisals on fourteen properties in connection with Segment 6 of the Brandon NH 019-3(496) project, identified as follows:

Parcel 6045/6045A – Brandon Free Public Library
Parcel 6047/6047A – Lake Sunapee Bank, FSB
Parcel 6048/6048A – Stewarts of the Methodist Episcopal Church of Brandon
Parcel 6058/6058A – Alois and Sarah Pattis
Parcel 6059/6059A – Benjamin Lawton, Jr. and Susan Hayden, d/b/a H&L Associates
Parcel 6059/6059B – Benjamin Lawton, Jr. and Susan Hayden, d/b/a H&L Associates
Parcel 6114/6114A – John McDonough
Parcel 6118/6118A – Baptist Church Society
Parcel 6119/6119A – WESCO Inc.
Parcel 6141/6141A – JBL Brandon Enterprises Inc.
Parcel 6142/6142A – NOPS Dairy LLC
Parcel 6143/6143A – Rutland Regional Health Services LLC
Parcel 6144/6144A – Rutland Regional Health Services LLC
Parcel 6145/6145A – NOPS Dairy LLC

A review of the plans indicates that the fourteen parcels will be subject to fee takings and the taking of permanent and/or temporary rights. The parcels appear to be located in multiple zoning districts and range in size from small village commercial lots to over 70 acres.

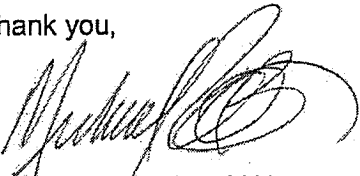
We estimate the cost to complete appraisals of these first fourteen parcels at a maximum cost of \$35,000. This estimate assumes that we have final plans and all other documentation. As specified by VTrans ROW Manual Chapter 3, consultant appraisers need to be provided with information including project plans, period of construction, estimate of project start date, property owner report with contact info, title abstract, lead deed, and total property sketch.

We anticipate that we could begin work on the project on August 11, 2014 with completion in 6 to 8 weeks after commencement, barring any unforeseen delays, and assuming we have received final project plans. Please note that should final plans not be available on or before August 11, 2014, our schedule is subject to change based on our then current work load.

We are available to complete additional appraisals associated with this project as they may be needed. The volume of additional appraisals that we can complete in a one month period is dependent on the research and analysis required. For example, we are able to complete a greater volume of appraisals if there are multiple parcels of similar size, location and zoning district than if there are varying size parcels in different zones. We would also expect that additional appraisals can make use of previous work thereby reducing our research time and the cost per parcel. Completion dates for additional appraisals will be determined as they are requested.

If you should have any questions or require additional information concerning this bid, please do not hesitate to contact us at our office.

Thank you,

A handwritten signature in black ink, appearing to read "Michael R. O'Brien", written in a cursive style.

Michael R. O'Brien, MAI

Attachment B

RFQ for Appraisal Services Retainer Contract

O&K Qualifications



Request for Qualifications
Property Appraisal Services
Brandon NH 019-3(496)

October 31, 2012

TO: Qualified Property Appraisal Firms
(must be included on the VTrans Pre-Qualified Appraiser List)

RE: **Request for Qualifications (RFQ)** Brandon NH 019-3(496) Appraisal Services
Retainer Contract

The Town of Brandon (Town), acting through its Local Project Manager (LPM), is requesting proposals from qualified property appraisal firms (Consultants) to conduct property appraisals associated with new transportation-related improvements along Route 7 between approximately 380 feet south of the High Street and Route 7 intersection to approximately 1100 feet south of the Steinberg Road and Route 7 intersection. Through a cooperative agreement between the Town and the Vermont Agency of Transportation (VTrans), the Town manages the project while the VTrans Local Transportation Facilities (LTF) Section administers funding.

Since the project's funding is administered through VTrans, all work shall also be accomplished in accordance with the Local Transportation Facilities Guidebook (Revised April 2009). Adherence to the LTF Guidebook is required.

The Town intends to select up to four (4) appraiser(s) to perform these services and will enter into a rate schedule contract. Once under contract, the Town will negotiate a maximum limiting amount and schedule for each work assignment. If a satisfactory schedule and cost cannot be negotiated for a specific work assignment, the Town retains the right to negotiate with another appraiser for these services. Appraisals for the project will include both residential and commercial. If a firm does not conduct both residential and commercial properties they may propose on this proposal, and would only be expected to conduct appraisals for either residential or commercial properties, depending on which work type they conduct appraisals for. Please note in proposals the type of appraisals your firm conducts (residential, commercial, and/or both). This will be taken into consideration during the selection of firms.

Scope of Work:

1. There are approximately 147 abutting property owners along this project. This RFQ assumes that 25 full parcel appraisals are needed by the appraisal firms being selected through this RFQ. Remaining properties with ROW impacts are assumed to be eligible for and will follow the waiver valuation process. A Total



Area Sketch of each parcel requiring full parcel appraisals will be provided to the selected appraisal firm at the beginning of the project.

The following is a list of anticipated properties needing a full appraisal. This listing is not final and may change as design of this project is finalized.

Parcel No.	Owner	Property Type
6003	Brandon Fire District No. 1	commercial
6004	Munger, Charles F. & Jennifer	commercial
6006	Middlebury National Corporation	commercial
6015	Sherwood, Stanley R. & Wallace-Senft, Tamara J.	residential
6018	Bell, Robert T & Lucinda A	residential
6027	Stanley, Gary C	commercial
6045	Brandon Free Public Library	commercial
6047	Lake Sunapee Bank	commercial
6048	Stewards of the Methodist Episcopal Church of Brandon	commercial
6058	Pattis, Alois J & Sarah V	commercial
6059	Lawton, Benjamin F Jr & Hayden, Susan Janet, d/b/a H&L Associates, Lessee, Coleman, Thomas A, Lessor	commercial
6086	Read, Robert P	commercial
6087	Read, Robert P	residential
6093	Mt Associates, LLC	commercial
6105	Conant Square Associates	commercial
6108	Double Bogey Realty, Inc	commercial
6114	McDonough, John F & Heather F	commercial
6118	Baptist Church Society	commercial
6141	JLB Brandon Enterprises, Inc	commercial
6142	Nopes, Dairy LLC	residential
6143	Rutland Regional Health Services, Inc	commercial
6144	Rutland Regional Health Services, Inc	commercial
6145	Estate	residential
6149	Weigand-Yuncker, Thomas & Katherine	residential
6150	Mt Associates, LLC	commercial

2. The appraisal for each parcel shall be conducted in accordance with requirements identified in the Vermont Agency of Transportation; Local Transportation Facilities Guidebook (Revised April 2009).
3. The Appraiser must prepare an appraisal report for each parcel being appraised. The reports must conform to the VTrans Right of Way Manual-Chapter IV, Appraisal.
4. The appraisals will be submitted to the VTrans Right of Way Section, who will conduct an independent review of appraisal. The appraisal cost shall include time for coordination with VTrans, responding to questions and revising appraisals as needed.



5. The Town requires the appraisals to be completed for review by VTrans. Completion schedules will be established for each appraisal at the time the work is assigned.

In order to be considered responsive to this RFQ, each proposal will conform to the following requirements:

1. Submit five (5) copies of the Technical Qualifications. Number all pages consecutively. The technical proposal shall include a written project approach, a listing of individuals that will work on the project with accompanying resumes, a summary of work on similar projects with State or community references, and any other materials that will help the review committee understand the firm's suitability for this project.
2. The appraisal firm must be included on the VTrans Pre-Qualified Appraiser List. This list can be found at the following location on-line:

[http://www.aot.state.vt.us/progdev/Sections/Right%20of%20Way%20Info/ROWA
ppraisal62011.htm](http://www.aot.state.vt.us/progdev/Sections/Right%20of%20Way%20Info/ROWA%20Appraisal62011.htm)
3. The appraisal firm cannot have any interest, direct or indirect, in any of the properties being appraised.
4. Provide a narrative speaking to your ability to conduct residential and/or commercial property appraisals.
5. Provide a narrative speaking to your availability to conduct work for this project and the approximate number of appraisals that you expect you will be able to conduct. The Town tentatively requires all appraisals to be ready for review by VTrans by the end of March 2013.
6. All proposals must include a completed current VTrans Form AF38. Please see Section two on page 2 of Form AF38 for reporting requirements. PLEASE NOTE THAT IF THE DOCUMENTS ARE CURRENT AND ON FILE WITH THE AGENCY OF TRANSPORTATION, DO NOT RESUBMIT THEM. A LETTER INDICATING THE DOCUMENTS ARE ON FILE WITH THE AGENCY WILL BE SUFFICIENT.
7. The consultant's attention is directed to the VTrans DBE Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of Disadvantaged Business Enterprises (DBE) for the work covered in the RFQ & SOW.

NOTE: IF ANY OF THE ABOVE REQUIREMENTS ARE NOT MET, THE PROPOSAL WILL NOT BE CONSIDERED.



Basis of Selection and Award:

Proposals will be reviewed and the contract will be awarded based on multiple criteria, not just lowest price. The selection committee will include up to five (5) members, and the committee's decision will be final. The committee will review and evaluate each technical proposal, based on the criteria below. Firms will then be ranked accordingly.

The proposal will be evaluated considering the following weighted criteria:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Project	4	5	20
Knowledge of the Project Area	2	5	10
Qualifications / Experience of Proposed Staff	4	5	20
Ability to Meet Schedules & Budgets	6	5	30
Past Performance on Similar Projects	4	5	20
TOTAL			100

The Town reserves the right to seek clarification on any proposal submitted and to select the proposal considered to best meet the public interest.

The consultant awarded this contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already registered. The registration form may be obtained from the Vermont Secretary of State, 26 Terrace Street, Drawer 09, Redstone Building, Montpelier, VT 05609-1101. The telephone number is (802) 828-2363. The registration form may also be obtained from the Vermont Secretary of State's web site which can be accessed at www.sec.state.vt.us. The contract will not be executed until the consultant is registered with the Secretary of State's Office. The successful consultant will be expected to execute sub-agreements for each subconsultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Local Transportation Facilities Guidebook (CONSULTANT CONTRACT ATTACHMENT: CONTRACT PROVISIONS). The certificate of insurance coverage shall be documented on forms acceptable to the Town of Brandon. The Consultant is responsible to verify that:

- (a) all subconsultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subconsultants, agents and workers.



- (b) all coverages shall include adequate protection for activities involving hazardous materials.
- (c) all work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the Town.

All proposals become the property of the Town upon submission. The cost of preparing, submitting and presenting a proposal is at the sole expense of the proposer. The Town reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFQ in part or in its entirety if it is in the best interests of the Town. This solicitation of proposals in no way obligates the Town to award a contract.

If any proposer is aggrieved by the proposed award of the contract, he or she may appeal in writing to the Town of Brandon, 49 Center Street, Brandon, VT 05733 - Attention Keith Arlund, Town Manager. The appeal must be post-marked within fourteen (14) calendar days following the date of written notice to award the contract. Any decision of the Town is final.

All questions related to this Request for Qualifications shall be addressed to Mark Colgan, Local Project Manager, at mcolgan@vhb.com, no later than five (5) working days prior to the proposal due date. Other than for very routine questions, all questions will be answered in writing and distributed to all prospective proposers.

Proposals shall be delivered to the Town of Brandon, Attn: Keith Arlund, 49 Center Street, Brandon, VT 05733, no later than November 21, 2012 at 3:00 pm. Proposals submitted later than this date and time will not be opened, and will be rejected. The Town anticipates making an award by November 30, 2012.

Sincerely,

A handwritten signature in black ink that reads 'Mark A. Colgan'.

Mark Colgan, P.E.
Local Project Manager
Town of Brandon

O'Brien & Kaffenberger, Inc.

Real Estate Analysts and Appraisers

289 College Street
Burlington, VT 05401
Phone (802) 658-1053
Fax (802) 658-2515

November 19, 2012

Town of Brandon
Attn: Keith Arlund
49 Center Street
Brandon, Vermont 05733

Mr. Arlund,

This letter is in response to the Vanasse Hangen Brustlin, Inc. Request for Qualifications (RFQ) Brandon NH 019-3 (496) appraisal services.

O'Brien and Kaffenberger is a commercial appraisal firm with experience in the appraisal of a wide variety of property types including residential, commercial, industrial, agricultural and special use properties. The firm consists of two appraisers. Kurt J. Kaffenberger, MAI and Michael R. O'Brien, MAI, who will both work on the project, if awarded. Each appraiser has over 25 years of appraisal experience including 20± years completing appraisals for the Vermont Agency of Transportation. We are both classified by VTrans as Level 3 appraisers approved for all categories of properties and for review work.

Our firm has a thorough understanding of applicable Federal and State regulations, laws and professional appraisal standards including USPAP, UASFLA a/k/a "The Yellow Book", "The Uniform Act", and VTrans Right of Way Manual, Chapter 3. Our work product is been subject to review at the local, state and federal level. Our extensive track record speaks to the quality of our appraisal work. Please note that the jobs below include several recreation paths. Following is a list of VTrans and locally managed transportation projects we have completed appraisal work for:

Addison Highway, 1999
Bennington Highway, 2006
Bennington-Hoosick Highway, 1999, 2000
Bethel Highway, 2001
Brandon Backyard Pathway, 2004
Brattleboro Roundabout, 1999
Burlington, North Street Revitalization Project, 2002
Burlington, Riverside Avenue, 2002
Cambridge Highway/Bridge, 2009

Dover Bike Path, 2004, 2005, 2007
Essex Kellogg Road Reconstruction, 1999
Essex Walk, 2004
Franklin-Highgate Highway, 2004
Johnson Main Street, 2009, 2010
Manchester Roundabout, 2006
Montpelier Bike Path, 2005
Montpelier Roundabout, 2005
Morrisville Highway, 2003
Morrisville Truck Route 2010-2011
Morristown Highway/Bridge, 2009, 2010
Newport Bike Path, 2003, 2005, 2006, 2007
Richford Bike Path, 2003
Rockingham-Grafton Highway, 2001, 2002
Shelburne-South Burlington Highway, 2002, 2004
St. Johnsbury Bike Path, 2009

We are currently scheduled about two and a half months into the future, which would allow us to start work on this project in late February. Typically, we are able to start these types of projects within 45 to 60 days of engagement. Because of our current schedule we are unable to begin any work on this project for approximately 80 to 90 days from your target award date of November 30, 2012. In order to submit the appraisals by the end of March 2013, the number of appraisals we could complete would be limited depending on the complexity of the appraisals and the similarity of the properties to be appraised. Given the information provided we are unable to specify how many appraisals can be completed over that time frame, but estimate that number at roughly 4 to 10.

Our hourly rate is \$125 per hour per appraiser. We have no interest in the properties affected by the proposed project. VTrans Form AF 38 is on file with the Agency.

I have attached our qualifications to this letter. I hope this adequately addresses your questions. Let me know if need anything else from us.

Sincerely,



Kurt J. Käffenberger, MAI

QUALIFICATIONS OF THE APPRAISER

Kurt J. Kaffenberger, MAI

I. Education: Year

Bachelor of Arts, History, University of Vermont 1980

II. License:

Licensed as Certified General Real Estate Appraiser, #80-12, State of Vermont,
6/1/11-5/31/13

III. Technical Training:

Numerous and on-going appraisal courses and seminars beginning in 1978.
Challenged and passed Society of Real Estate Appraisers Courses 101 and 102 in
1987 and Appraisal Institute's Capitalization Theory and Techniques, Parts I and II
in 1991.

IV. Experience and Current Status:

December 2006-present Partner O'Brien, & Kaffenberger, Inc.
Real Estate Analysts & Appraisers

July 1985 – November 2006 Independent Fee Appraiser, Partner
Keller O'Brien, & Kaffenberger, Inc.
Real Estate Analysts & Appraisers

May 1983 – July 1985 Staff Appraiser, George Silver & Associates
Real Estate Appraisers & Analysts

June 1980 - January 1982 Staff Appraiser, Karl G. Kaffenberger, MAI

Professional experience includes completing appraisals of a wide range of
commercial, industrial, residential development and apartment properties for local
and regional commercial lenders, attorneys, individuals, non-profits and
governmental entities.

V. Professional Membership:

Member Appraisal Institute - MAI Designation

Currently certified under the Appraisal Institute Continuing Education Program

QUALIFICATIONS OF THE APPRAISER

Michael R. O'Brien, MAI

I. Education:	<u>Year</u>
Bachelor of Arts - History, University of Vermont	1977

II. License

Licensed as Certified General Real Estate Appraiser, #80-11, State of Vermont,
6/1/11-5/31/13

III. Technical Training

Courses/Seminars -Partial List

Mortgage Fraud & Related Appraisal Issues	Appraisal Institute - Vermont Chapter	2007
Vermont Septic Regulations for Appraisers and Wastewater Issues	Appraisal Institute - Vermont Chapter	2007
National USPAP Update Course	Appraisal Institute - Vermont Chapter	2008
An Introduction to Valuing Green Buildings	Appraisal Institute - Massachusetts Chapter	2008
Appraisal Challenges in Today's Market	Appraisal Institute - Vermont Chapter	2008
What Commercial Clients Would Like Appraisers to Know	Appraisal Institute - On-Line Education	2009
Analyzing Operating Expenses	Appraisal Institute - On-Line Education	2009
Appraisal Curriculum Overview (General)	Appraisal Institute - Massachusetts Chapter	2009
Business Practices and Ethics	Appraisal Institute - On-Line Education	2009
Analyzing Distressed Real Estate	Appraisal Institute - On-Line Education	2009
National USPAP Update Course	Appraisal Institute - Vermont Chapter	2010

National USPAP Update Course Appraisal Institute - Vermont Chapter 2012

Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets Appraisal Institute - Vermont Chapter 2012

IV. Experience and Current Status:

August 1983 - June 1987 Independent Fee Appraiser for Keller Navin & Cable

July 1987 - Present Independent Fee Appraiser, Partner O'Brien & Kaffenberger, Inc.

V. Professional Memberships:

Appraisal Institute - Member Appraisal Institute (MAI) Designation
Currently certified under the Appraisal Institute Continuing Education Program
1992 Young Advisory Council Member, New Orleans, Louisiana
1994 Young Advisory Council Member, Washington, DC
President, Vermont Chapter 206 (1990-1991, 2000)
Regional Representative, Appraisal Institute, Region 4, 1992, 1993, 1994

Attachment C
Consultant Contract Provisions

CONSULTANT CONTRACT ATTACHMENT:

CONTRACT PROVISIONS

Includes:

- 1. INDEMNIFICATION**
- 2. INSURANCE**
- 3. COMPLIANCE WITH LAWS**
- 4. CONTRACTUAL AGREEMENTS**
- 5. OPERATIONAL STANDARDS**
- 6. PROJECT DEVELOPMENT AND STANDARDS**
- 7. PAYMENT FOR SERVICES RENDERED**

OCTOBER, 1998

CONTRACT PROVISIONS:

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services Administration)
FTA	Federal Transit Administration
SIR	Self Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated

1. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents and employees from liability for damages to third parties, together with costs, including attorney=s fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Consultant, its agents or employees, committed, in the performance of professional services to be provided by the Consultant under this Agreement.

The Municipality is responsible for its own actions. The Consultant is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: Prior to beginning any work the Consultant shall obtain the following Insurance Coverage. The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policy (ies) shall provide that insurance coverage cannot be canceled or revised without fifteen (15) days' prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required.

The Consultant is responsible to verify that:

- (a) All subconsultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subconsultants, agents or workers.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

- (a) With respect to all operations performed by the Consultant, subconsultants, agents or workers, it is the Consultant's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations

2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$1,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 50,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$100,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$100,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. This applies only to those Contracts specifically identified as requiring Errors & Omissions (**E&O**) Insurance. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:
 \$1,000,000 - Annual Aggregate
 \$1,000,000 - Per Occurrence
- (b) Deductibles. The consultant is responsible for any and all deductibles.
- (c) Coverage. Prior to performing any work, the Consultant agrees to provide evidence of **E&O** insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: This applies only to those Contracts specifically

identified as requiring Valuable Papers Insurance. The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the Consultant, subconsultant, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Consultant to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

AUTOMOBILE LIABILITY: The Consultant shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Consultant shall comply with all applicable Federal, State and local laws.

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Consultant shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as

supplemented by the Department of Labor regulations (41 CFR Part 60). The Consultant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR 21 through Appendix C, and Regulations under 23 CFR 710.405 (b) . Accordingly, all subcontracts shall include reference to the above.

The Consultant shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Consultant certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the Consultant or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgement rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Consultant's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Exceptions shall be noted in the Contract:

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the Consultant certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.

- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

CHILD SUPPORT PAYMENTS: By signing the Contract the Consultant certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

TAX REQUIREMENTS: By signing the Agreement, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

ENERGY CONSERVATION: The Consultant shall recognize mandatory standards and

policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

REGISTRATION: The Consultant agrees to become registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Consultant agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR § 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Consultant agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 CFR § 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Consultant agrees to comply with the Davis-Bacon Act 40 U.S.C. §§ 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR § 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Consultant agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as annexed by Department of Labor Regulations, 29 CFR § 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Consultant agrees to allow access to all data, EDM, valuable papers and documents at all times. The Consultant shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Consultant shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the Consultant shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

The Consultant warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Consultant to be paid, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a Consultant, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A Consultant shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subconsultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Consultant and approved by the Municipality. The Consultant shall ensure that adequate insurance coverage exists for any operations to be performed by any subconsultant.

The services of the Consultant, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original

Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The Consultant agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

CONTINUING OBLIGATIONS: The Consultant agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

OWNERSHIP OF THE WORK: The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The Consultant shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Consultant pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the Consultant and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the Consultant at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

RECORDS RETENTION: The Consultant agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The Consultant further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above

information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The Consultant shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Consultant shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Consultant further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Consultant.

APPENDICES: The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Agreement.

EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified

in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the selectboard and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Consultant. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Consultant.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Consultant, to terminate the Agreement, as of a date to be specified by the Municipality, if the Consultant fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The Consultant shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a Consultant, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments

previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval.

The Consultant shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Consultant shall assume primary responsibility for general supervision of Consultant employees and his/her or their subconsultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

INDEPENDENCE: The Consultant shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Consultant shall prepare, and submit to the Municipality, a general work schedule showing how the consultant will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the consultant.

During the life of the Contract the Consultant will make monthly progress reports indicating the work achieved through the date of the report. The Consultant shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the Consultant to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the Municipality, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 § 35 and § 503, in order to accomplish the work under the Agreement. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the Municipality.

INSPECTION OF WORK: The Municipality shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont or FHWA.

WRITTEN DELIVERABLES: Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11 paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

6. PROJECT DEVELOPMENT AND STANDARDS

PLANS RECORDS AND AVAILABLE DATA: The Municipality agrees to make available, at no charge, for the Consultant's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

DESIGN STANDARDS: Unless otherwise specifically provided for in the Agreement, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VAOT=S latest edition of the Standard Specifications for Construction.

- (b) VAOT=S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VAOT=S Manual on Survey.
- (e) VAOT=S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other Municipality directives and guidelines current at the time of the Agreement and as may be issued by the Municipality during the progress of the design.

In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the Municipality.

DEVELOPMENT OF PLANS: Unless otherwise indicated in an Agreement, the provisions of these specifications shall apply to any contract requiring preliminary engineering services in connection with highway, bridge, bicycle and pedestrian survey and design. The Consultant is responsible for the development of any and all work outlined in an Agreement.

The Municipality shall establish the termini of the project and may substantiate other conditions relative to locations established in the Agreement. When required under the Agreement, the Consultant will produce an acceptable survey and/or set of plans between such termini and follow any established provisions.

Endorsement of a recommended alignment made, by the Municipality, does not relieve the Consultant of the responsibility for making changes occasioned as a result of an alignment not conforming to standards or good engineering practices when the design is advanced. Nor is the Consultant relieved of changes developed by normal refinements.

Changes in work or Supplemental Agreements, requested or required of the Consultant by the

Municipality, involving extra work or additional services must be properly documented and approved prior to initiating action of any work.

METRICATION: All work performed under a Contract shall be designed to comply with metrication units if specified in the Request for Proposals or the Scope of Work. Guide requirements for metric conversion shall follow criteria outlined in an AASHTO publication "Guide To Metric Conversion", copyright 1993. Copies of the Guide Requirements are available from AASHTO, 444 North Capitol St., N.W., Suite 225, Washington, DC 20001.

Unless otherwise required for special cases, the Consultant shall use the following conversions

for metric units:

- (a) Lengths. For lengths less than 1 kilometer use meters. For lengths less than 1 meter use millimeters. For lengths less than 1 millimeter use micrometers.
- (b) Mass. For a mass less than 1 metric ton use kilograms. For a mass less than 1 kilogram use grams. For a mass less than 1 gram use milligrams.
- (c) Liquid Volume. For liquid volumes less than 1 cubic meter use liters. For liquid volumes less than 1 liter use milliliters. A liter is one thousandth of a cubic meter or 1000 cubic centimeters.
- (d) Solid Volume. For a solid volume less than 1 cubic meter use cubic millimeters.
- (e) Area. For an area less than 1 hectare use square meters. For an area less than 1 square meter use square millimeters.
- (f) Basic Engineering Conversion Factors.
 - 1. Mass/Unit Length Pounds/Linear Foot to kilograms/meter (kg/m)
 - 2. Mass/Unit Area Pounds/Square Foot to kilograms/square meter (kg/M²)
 - 3. Mass Density Pounds/Cubic Foot to kilograms/cubic meter (kg/M³;))
 - 4. Force Pounds to newtons (N)
 - 5. Pressure Pounds/Square Foot to Pascal (Pa = N/M²)
 - 6. Bending Moment Newton - meter (N*m)

ELECTRONIC DATA MEDIA: Consultant, subconsultants, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the Municipality.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the Municipality will be performed as deemed necessary. The Consultants shall respond to all official comments regardless of their source. The Consultant shall supply the Municipality with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or

errors in their work at their own expense.

7. PAYMENT FOR SERVICES RENDERED

PAYMENT PROCEDURES: The Municipality shall pay, or cause to be paid to the Consultant or the Consultant's legal representative, progress payments, that may be monthly or as otherwise accepted by the Municipality, as determined by the percentage of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the Municipality and must be accompanied with documentation to substantiate their charges.

Invoices shall be submitted to the Municipality; one original and three (3) copies are required.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The Municipality agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.

- (a) Indirect Cost Rates. For actual cost contracts, the Consultant is responsible for furnishing the Municipality with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Consultant's overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.
- (b) Contract Types. Contracts shall conform with 48 CFR Part 16 - TYPES OF CONTRACTS.

PAYMENT FOR ADDITIONS OR DELETIONS: The Municipality may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by

means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The Municipality may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already satisfactorily performed by the Consultant or changes in the scope of the work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement, in one or more of the following ways:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the Municipality, and no claim shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the Municipality for all time devoted directly to same by Consultant employees. The Municipality reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the Consultant until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the Municipality. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

11:05 am

Check Warrant Report # Current Prior Next FY Invoices

Luanne

Manually Selected For Check Acct 01(10 General Fund) 05/27/2014 To 05/27/2014

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
301024	AAA POLICE SUPPLY	34513 ammunition	584.00	0.00	584.00	38722	05/27/14
310184	ABANAKI INC	2763 Monthly Rental Storage	75.00	0.00	75.00	38723	05/27/14
301053	ABLE TO SUPPLY INC	282772 gloves & Safety glasses	57.90	0.00	57.90	38724	05/27/14
100598	AUBUCHON CO - BRANDON - STORE	467551 MASKING TAPE	3.49	0.00	3.49	38726	05/27/14
100598	AUBUCHON CO - BRANDON - STORE	467607 keys, paint, brush etc	181.87	0.00	181.87	38727	05/27/14
100598	AUBUCHON CO - BRANDON - STORE	HW 4-14 misc. highway charges	84.10	0.00	84.10	38728	05/27/14
100125	BARTOL, CURT R PH D	MAY2014 evaluation	25.00	0.00	25.00	38730	05/27/14
310386	BELL, CINDY	REVOTE 5/5&6 REVOTE 5/5 & 5/6/14	130.00	0.00	130.00	38731	05/27/14
310330	BENNETT, ROBIN M.	MAY 2014 cell phone feb-may	200.00	0.00	200.00	38732	05/27/14
100255	BRANDON FIRE DISTRICT #1	MAY 2014 APPROPRIATION	48225.75	0.00	48225.75	38734	05/27/14
100315	BRANDON TOWN SCHOOL DISTRICT	MAY 2014 QUARTERLY EDUCATION TAX	498983.02	0.00	498983.02	38735	05/27/14
100900	BRYANT, JON & CAROL	0082-1871 TAX OVER PAYMENT	39.16	0.00	39.16	38736	05/27/14
310395	BUTTERFIELD, PAULA	5-16-14 CARPET CLEANER	20.13	0.00	20.13	38737	05/27/14
100051	CARR, BERNIE	REVOTE 5/6 TOWN REVOTE 5-6-14	20.00	0.00	20.00	38738	05/27/14
300725	CENTRAL VERMONT TRUCK REPAIR,	3339.11 Truck #4 engine repair	3339.11	0.00	3339.11	38739	05/27/14
100567	COOLIDGE, BERTRAM	REVOTE 5/5&6 REVOTE 5/5 & 5/6	130.00	0.00	130.00	38742	05/27/14
310177	COTT SYSTEMS, INC.	72496 june host fee	200.00	0.00	200.00	38743	05/27/14
310400	DOTY, ARTHUR	REVOTE 5/5 REVOTE 5/5/14	20.00	0.00	20.00	38744	05/27/14
300466	DUNDON PLUMBING & HEATING INC	18060 portalet fee May	85.00	0.00	85.00	38745	05/27/14
100860	ENGLISH, CARROLL & BOE, P.C.	26213 ATWOOD APPEAL	25.50	0.00	25.50	38746	05/27/14
300492	FASTENAL COMPANY	VTRUT71412 nuts/bolts/glass cleaner	95.96	0.00	95.96	38747	05/27/14
330422	FERGUSON WATERWORKS #590	0355779 riser ring, frame, cover	256.25	0.00	256.25	38748	05/27/14
100925	FOLEY SERVICES INC	454986 uniforms	50.92	0.00	50.92	38749	05/27/14
100925	FOLEY SERVICES INC	456351 uniforms	50.92	0.00	50.92	38749	05/27/14
310258	FRANKIEWICZ, MIKE	REVOTE 5/6 REVOTE 5/6/14	20.00	0.00	20.00	38750	05/27/14
100009	FRANKLIN PAINT CO., INC.	125895 marking paint & beads	474.00	0.00	474.00	38751	05/27/14
100009	FRANKLIN PAINT CO., INC.	126096 painting supplies	239.20	0.00	239.20	38751	05/27/14
100650	GALLS, AN ARAMARK COMPANY	001944590	372.86	0.00	372.86	38752	05/27/14
310158	GREEN MOUNTAIN ELECTRIC SUPPLY	S2437523.001 batteries	23.55	0.00	23.55	38753	05/27/14
310158	GREEN MOUNTAIN ELECTRIC SUPPLY	S2437957.001 light bulbs	88.40	0.00	88.40	38753	05/27/14
100725	GREEN MOUNTAIN GARAGE	051841 bearings & screws	15.40	0.00	15.40	38754	05/27/14
310233	GREEN MOUNTAIN POWER	MAY 2014 ELECTRIC FOR MAY	5229.98	0.00	5229.98	38755	05/27/14
100761	HARRIS, WILDA	REVOTE 5/6 REVOTE 5/6/14	60.00	0.00	60.00	38757	05/27/14
100811	INITIAL IDEAS	42590 name plate	5.95	0.00	5.95	38758	05/27/14
310241	IRVING ENERGY	431004 heating fuel @ Town Hall	501.58	0.00	501.58	38759	05/27/14
310166	J.A. MCDONALD, INC.	REQ. #2 W/line progress bill	350857.65	0.00	350857.65	38760	05/27/14
310166	J.A. MCDONALD, INC.	REQ. #3 W/line progress bill	146537.16	0.00	146537.16	38760	05/27/14
100081	JAM MAN ENTERTAINMENT	MAY 2014 TEEN DANCE 5-23-14	87.50	0.00	87.50	38761	05/27/14
310420	KCP	MAY 16 2014 The Hungry Heart rights	250.00	0.00	250.00	38721	05/16/14
310033	KNAPP, ELLEN	REVOTE 5/6 REVOTE 5/6/14	20.00	0.00	20.00	38762	05/27/14
100971	MALLORY'S AUTOMOTIVE INC	8600 tire change & maint	168.76	0.00	168.76	38763	05/27/14
100588	MARKOWSKI EXCAVATING, INC.	V-14171 gravel	149.10	0.00	149.10	38764	05/27/14
100588	MARKOWSKI EXCAVATING, INC.	V-14204 gravel	371.00	0.00	371.00	38764	05/27/14
330461	MARKOWSKI, GREG	JUNE 2014 JUNE RENT	2000.00	0.00	2000.00	38765	05/27/14
300901	MCDONALD, JOHN	REVOTE 5/6 REVOTE 5/6/14	120.00	0.00	120.00	38766	05/27/14
310304	MIKE'S FUELS, LLC	219136 diesel fuel @ HWY	888.49	0.00	888.49	38767	05/27/14
310389	MOBILE MINI, INC	159028902 MAY VAULT LEASE	244.87	0.00	244.87	38768	05/27/14
100201	MONDLAK, JANET	REVOTE 5/6 REVOTE 5/6/14	60.00	0.00	60.00	38769	05/27/14
300966	MUNGER, MARJORIE	REVOTE 5/5 REVOTE 5/5 & 5/6/14	130.00	0.00	130.00	38770	05/27/14
310365	NEILSON, MARNI	MAY refund little league	35.00	0.00	35.00	38771	05/27/14

TOWN OF BRANDON Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Manually Selected For Check Acct 01(10 General Fund) 05/27/2014 To 05/27/2014

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310141	NEW HORIZON COMMUNICATIONS COR MAY2014		52.70	0.00	52.70	38772	05/27/14
200107	NORTHEAST MAILING SYSTEMS LLC 340933	ink for postage meter	158.43	0.00	158.43	38773	05/27/14
310125	OPEN DOOR CLINIC MAY 2014	APPROPRIATION	750.00	0.00	750.00	38774	05/27/14
100691	OTTER VALLEY UNION HIGH SCHOOL MAY 2014	QUARTERLY ED TAX	403663.56	0.00	403663.56	38775	05/27/14
330423	PATCH, TERRIE REVOTE 5/6	REVOTE 5/6/14	20.00	0.00	20.00	38776	05/27/14
300028	PETERSON, LAURA REVOTE 5/6	REVOTE 5/6/14	20.00	0.00	20.00	38778	05/27/14
100219	PORTLAND GLASS CO 366-240574	replace windshield	222.18	0.00	222.18	38779	05/27/14
101015	POWER WASHER SALES, LLC 148269	cleaner	54.00	0.00	54.00	38780	05/27/14
100430	REYNOLDS & SON INC 3224372	posters	60.47	0.00	60.47	38781	05/27/14
300661	RIDEOUT, SCOTT REVOTE 5/6	REVOTE 5/6/14	20.00	0.00	20.00	38782	05/27/14
300502	ROUSE TIRE SALES INC 10160385	sidewall repair	50.00	0.00	50.00	38783	05/27/14
100005	RUTLAND COUNTY SOLID WASTE DIS 20589	APRIL SURCHARGE	671.16	0.00	671.16	38785	05/27/14
100005	RUTLAND COUNTY SOLID WASTE DIS 20590	APRIL RECYCLING	25.44	0.00	25.44	38785	05/27/14
200055	SHERWIN WILLIAMS 3890-0	hose & strainers	91.59	0.00	91.59	38786	05/27/14
310232	SMARTPOWER, LLC 422	repair fluorescent light	63.35	0.00	63.35	38787	05/27/14
200292	STAPLES CREDIT PLAN 1073276681	desktop PC	399.99	0.00	399.99	38788	05/27/14
300971	TECHNOGRAPHICS BPD14-1	packets/workbooks/copies	47.50	0.00	47.50	38789	05/27/14
100242	TENCO NEW ENGLAND 4463223-RI	spinner & bearings	277.85	0.00	277.85	38790	05/27/14
300018	VCDA MAY 2014	CONFERENCE/ROBIN	40.00	0.00	40.00	38791	05/27/14
330348	VERIZON WIRELESS MAY	cell phones may	248.97	0.00	248.97	38792	05/27/14
100225	VERMONT ASSOCIATION OF CHIEFS 2014	2014 ANNUAL DUES	50.00	0.00	50.00	38720	05/12/14
300024	VERMONT DIGITAL 4305	set up new computer	133.75	0.00	133.75	38793	05/27/14
300024	VERMONT DIGITAL 5115	set up new PC	181.25	0.00	181.25	38793	05/27/14
300024	VERMONT DIGITAL 5518V	wireless access point	274.00	0.00	274.00	38793	05/27/14
300024	VERMONT DIGITAL 63510094	EMAIL DISCUSSION	110.00	0.00	110.00	38793	05/27/14
100171	VERMONT MUNICIPAL HIGHWAY ASSO MAY2014	equipment show	60.00	0.00	60.00	38794	05/27/14
310046	W.B. MASON CO INC I18033073	index binder	14.45	0.00	14.45	38795	05/27/14
310046	W.B. MASON CO INC I18135173	toner & paper	272.56	0.00	272.56	38795	05/27/14
310046	W.B. MASON CO INC I18153022	toner	100.99	0.00	100.99	38795	05/27/14
100048	WHITE, RICHARD REVOTE 5/6	REVOTE 5/6/14	120.00	0.00	120.00	38796	05/27/14
100710	WINMILL EQUIPMENT COMPANY, I N 14362	cable for grader	110.93	0.00	110.93	38797	05/27/14

Manually Selected For Check Acct 01(10 General Fund) 05/27/2014 To 05/27/2014

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			1,470,198.65	0.001	1,470,198.65		

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 \$ *1,470,198.65
 Let this be your order for the payments of these amounts.

Check Warrant Report # Current Prior Next FY Invoices For Fund (20 Sewer Fund)
 All Invoices For Check Acct 01(10 General Fund) 05/27/14 To 05/27/14 & Fund 20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100015	05/09/14	ALLEN ENGINEERING & CHEMI chlorine 11150268001	20-5-55-50120 Chlorine	539.55	38725	05/27/14
100598	05/20/14	AUBUCHON CO - BRANDON - S Wastewater supplies WW 4-14	20-5-55-43160 Maint. Supplies - General	25.02	38729	05/27/14
100598	05/20/14	AUBUCHON CO - BRANDON - S Wastewater supplies WW 4-14	20-5-55-43160 Maint. Supplies - General	27.98	38729	05/27/14
100598	05/20/14	AUBUCHON CO - BRANDON - S Wastewater supplies WW 4-14	20-5-55-42140 Maint. Supplies - Bldgs	51.96	38729	05/27/14
310422	05/22/14	BONAVITA, FRANK Refund adj. to sewer bill 0512	20-2-00-02120 Sewer Fee Credits	270.00	38733	05/27/14
100411	05/22/14	CIJKA, STEPHEN J stall curtain MAY2014	20-5-55-42140 Maint. Supplies - Bldgs	19.99	38740	05/27/14
310097	05/20/14	COMCAST march & april phone/inte WW 4-21-14	20-5-55-30131 Telephone Expenses	226.44	38741	05/27/14
100925	05/13/14	FOLEY SERVICES INC uniforms 454985	20-5-55-10320 Clothing Allowance	18.57	38749	05/27/14
100925	05/20/14	FOLEY SERVICES INC uniforms 456350	20-5-55-10320 Clothing Allowance	18.57	38749	05/27/14
100725	05/19/14	GREEN MOUNTAIN GARAGE penetrant 052201	20-5-55-43160 Maint. Supplies - General	14.41	38754	05/27/14
100725	05/22/14	GREEN MOUNTAIN GARAGE oil, funnel 052340	20-5-55-43160 Maint. Supplies - General	3.05	38754	05/27/14
100725	05/22/14	GREEN MOUNTAIN GARAGE oil, funnel 052340	20-5-55-41140 Oil - Vehicles	7.34	38754	05/27/14
310233	05/20/14	GREEN MOUNTAIN POWER WW ELECTRIC MAY WW MAY	20-5-55-42130 Electric	6869.51	38755	05/27/14
100559	03/11/14	HACH COMPANY viewing tube & stopper 8733458	20-5-55-30120 Professional Supplies	40.85	38756	05/27/14
310304	05/13/14	MIKE'S FUELS, LLC diesel fuel @ WW 219137	20-5-55-41130 Fuel - Vehicles	185.92	38767	05/27/14
310081	05/15/14	PEOPLE'S UNITED BANK RF1 FINAL	20-2-00-02516 RF2-005-190835-954w/60800	52234.76	38777	05/27/14
300502	05/13/14	ROUSE TIRE SALES INC alignment, ball joints 10159927	20-5-55-41160 Maint. Supplies-Vehicles	137.00	38783	05/27/14
300502	05/13/14	ROUSE TIRE SALES INC alignment, ball joints 10159927	20-5-55-41180 Outside Maint. - Vehicles	124.95	38783	05/27/14
300375	05/09/14	RUTLAND CITY April sludge processing 11685SLUDG	20-5-55-50160 Sludge Disposal	4095.00	38784	05/27/14
330348	05/22/14	VERIZON WIRELESS wastewater May cell WW MAY	20-5-55-30131 Telephone Expenses	36.16	38792	05/27/14

05/23/14
10:20 am

TOWN OF BRANDON Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices For Fund (20 Sewer Fund)
All Invoices For Check Acct 01(10 General Fund) 05/27/14 To 05/27/14 & Fund 20

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

64947.03
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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 \$ ****64,947.03
Let this be your order for the payments of these amounts.

