

Brandon Select Board Meeting
July 15, 2014
6:00 p.m.

The Brandon Select Board will meet Tuesday, July 15, 2014 at 6:00 p.m. at the Neshobe School located at 17 Neshobe Circle 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 Special Meeting Minutes – June 26, 2014
 - b) Select Board Meeting Minutes – June 30, 2014
- 3) Public Comments for Items not on the Agenda
- 4) Town Managers Report
- 5) A & E Contract for FEMA Projects
- 6) Economic Development Contract
- 7) Town Office Project
- 8) Waterline / Segment 6 / Bridge 114 Project
- 9) Other Business
- 10) Fiscal
 - a) FY 13/14 Warrant – June 30, 2014 - \$52,915.86
 - b) FY 14/15 Warrant (revised) – June 23, 2014 - \$17,784.56
 - c) FY 14/15 General Fund Warrant – July 14, 2014 - \$95,173.38
 - d) FY 14/15 Wastewater Fund Warrant – July 14, 2014 - \$8,701.58
 - e) Consider P.O. 51423 to Mike's Fuels for Diesel Fuel – not to exceed: \$43,300.00
 - f) Consider P.O. 51424 to Mike's Fuels for #2 Heating Fuel - \$23,750.00
- 11) Adjournment

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

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, and Maria Ammatuna

Also in Attendance: Sue Gage, Beth Carr, Tracy Wyman, June Bohler, Roger Bougor, Sharron Kenney, John Perry, Dennis Reisenweiver, Nancy Rowe, Nancy Jakiela, Art Doty, Donna Doty, Lindsay Genier, Mike Winkler, Adam Murach, Julia Varian, Nancy Fisher, Kathy Rausenberger, Wayne Rausenberger, Eugene Pagano, Phyllis Reed, Lisa Kenyon, Janet Coolidge, Bernie Carr, MeiMei Brown, Debbie Boyce Bill Moore, Sue Wetmore, Debra Jennings, Jeff Stewart, Linda Stewart, Jack Fillioe, Dick Kirby, Debbie Kirby, Linda Graziano, Phyllis Atchinson, Phil Keyes, Lee Kahrs, Brian Sanderson, Cindy Bell, Janet Mondlak, Mary Bagley, Peter Breen, Richard Baker, Charles Jakiels, Anna Scheck, Robert Kincher, Chris Brickell, and Robin Bennett.

The meeting was called to order by Maria Ammatuna at 7:00 PM.

1. **Agenda Adoption** – Motion by E. Swift and seconded by B. Cliver to adopt the agenda as stated. D. Atherton made the following amendments: move item 5) to 2 A) and move item 6) to 2 B) and adding the Brandon Free Public Library representatives to 1 B) **Motion passed unanimously 5 – 0.**

M. Ammatuna explained the purpose of the meeting as being a working meeting for budget purposes.

1 B) Janet Mondlak was present representing the Library Board of Trustees. There was a rumor about town stating that the library allocation of \$90,000 was part of the budget being cut, with the Senior Citizens Center. Following the rumor, the Library representatives were invited.

Ms. Mondlak explained that 52% of the library expenses are covered by tax allocations and the remaining 48% is covered by other fundraising revenue. There was a level funded allocation request submitted this year.

M. Ammatuna inquired the statistics from the endowment. Ms. Mondlak indicated that the 2013 actual and the 2014 statistics that were submitted were year to date information. M. Ammatuna inquired who owned the library. Ms. Mondlak indicated that the Brandon Free Public Library is the owner.

D. Fuller inquired if the Capital Improvement Plan was to repair the building. D. Fuller commended the folks who run the library and stated that there was never a thought to reduce the \$90,000, nor was the option discussed.

2. Municipal Operations

Ms. Bennett was asked to provide a statement of the essential vs. minimal operations. Currently, the administration is comprised of Town Manager (direct reports are the Police Chief, Recreation Director and the Department of Works Superintendent). The Finance Department is comprised of the Town Clerk and administration, the administration supports the entire organization.

Chief Brickell explained that currently, the Police Department provides 24 hour coverage/7 days a week. If there were to be cuts, the coverage would end at midnight and not be available again until 6:00 AM. Currently, the Vermont State Police discontinues coverage at 2:00 AM until approximately 8:00 AM and if there were any incidents, the Brandon Police officer on call would be contacted. D. Fuller inquired the cost for a call out. Chief Brickell explained that there is a 2 hour minimum call out, plus the time out.

M. Ammatuna inquired the percent of calls that occur between midnight and 8:00 AM. Chief Brickell stated 40% of all calls occur within this time frame.

M. Ammatuna explained the note that is being requested is for \$1.5 million for 90 days. Ms. Bennett stated that this would cover bond payments, lease payments and education. The information gathered was based on a historical cash need basis and would hopefully cover first quarter expenses, based on historical data. Town Clerk Sue Gage stated that the summary of expenses to be covered by this \$1.5 million was given to the Select Board and is based on expected pay-outs and a worst case scenario.

D. Atherton inquired if there was a separate school tax billing. Ms. Gage stated that the software system would become more error prone. D. Atherton stated that he would research this option with NEMRC and inquired if this was a successful option, would make the recommendation to send out separate bills for the education portion to have income for the education portion and not draw on the \$1.5 million line of credit that is being requested.

M. Ammatuna inquired of Ms. Scheck the timing of the billing cycles. Ms. Scheck stated that the bills traditionally go out on July 15 and are due on August 15, giving the taxpayer 30 days.

D. Fuller stated that there is no need to "rush" another budget vote, as this would cause mistakes in the communication. B. Cliver inquired if it was necessary to have the vote happen on a Tuesday.

D. Fuller asked about the line of credit. Ms. Gage stated that this would be a "draw down" loan. D. Atherton stated that if the 2 separate bills were produced, there would be no interest paid on the amount that is payable to the schools.

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

M. Ammatuna inquired what time period the loan would cover, whether it be the proposed current first quarter or the final quarter of the 2013 – 2014 budget year. Ms. Gage stated that the proposed amount was based on the proposed budget year.

E. Swift inquired if this was a 3 month actual expense. Ms. Gage explained that this was last years' expenses "bumped" to the proposed levels. D. Atherton inquired if this loan was required to be repaid by September 30, 2014. Ms. Gage stated that the repayment date was September 30, 2014, however, the only amount to be repaid was the amount that was actually borrowed and not the entire \$1.5 million, which is in accordance with the State Statute.

M. Ammatuna inquired if the \$1.5million included the school requirements. Ms. Gage stated that there is no state education rate set as yet. D. Atherton felt that the school bills should be sent.

M. Ammatuna stated that the current budget year expenses were \$758,000 for the first quarter and the current proposed amount is \$805,000. Ms. Scheck stated that the current budget year vote did not pass until July 7, 2013, and did not need a loan.

Ms. Bennett stated that a loan would be necessary this year as there is no cash flow and payroll is necessary. Ms. Bennett also stated that the Town takes the risk of school taxes not being paid by the taxpayer.

E. Swift inquired when the first payment of the allocations was payable. Ms. Scheck stated August 20, 2014.

Ms. Gage stated that she has contacted both local banks and Lake Sunapee has approved the loan, however, the National Bank of Middlebury has a Loan Committee that reviews these loans and does not meet until July 9. B. Cliver inquired the interest rates. Ms. Gage stated that the interest rate at Lake Sunapee is 1.75% and the National Bank of Middlebury is 1.25%.

M. Ammatuna read the resolutions and inquired what would occur with the appropriations and the school as these are separate budgets. Ms. Gage stated that this was for an "over-all" loan and not broken down.

E. Swift inquired the school appropriations. D. Atherton felt it was necessary to do a separate billing to cover the school expenses. M. Ammatuna stated that the fire department also needs their portion of funds. E. Swift stated that the resolution needs to be revised to include the appropriations. Ms. Bennett and Ms. Gage will revise the wording.

M. Ammatuna inquired if the \$805,000 would be necessary as this past year amount spent was \$758,000 and the amount borrowed needed to be tangible. D. Fuller stated that the resolution wording needed changing. M. Ammatuna stated that the numbers need to be tangible before deciding on the loan. B. Cliver inquired if interest would be paid on

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

the amount borrowed. E. Swift inquired if there was more reporting available on actual expenses. Ms. Scheck stated that there was information that could be made available. Ms. Gage and Ms. Bennett will be setting up a system to do the accurate reporting.

M. Ammatuna inquired if the bills included the school, fire and appropriation allocations. M. Ammatuna reported that \$215,615 in allocations were passed by the voters. These allocations include: Brandon Area Rescue Squad - \$20,735; Brandon Area Chamber of Commerce - \$1,000; RSVP & Volunteer Center - \$406; Rutland Area Visiting Nurse Association - \$10,200; Brandon Independence Day Celebration - \$6,000; Southwestern VT Council on Aging - \$2,400; ARC - Rutland Area - \$3,500; Rutland Mental Health Services - \$6,624; Community Health Service of Addison County - \$750; Foxcroft Farm - \$15,000; Union Street - \$125,000; and Wheeler Road Bridge - \$24,000. The fire department allocation is \$234,431.

Ms. Scheck stated that the first payment to the school is adjusted.

The current expenses, including operating is \$1.335 million plus the school allocations.

D. Atherton inquired of Ms. Scheck the percentage of taxpayers that pay their tax bills on or prior to the due date. Ms. Scheck stated that the Grand List has not been received, therefore, tax bills cannot be sent to the tax payers.

D. Fuller stated that there needs to be cuts and conservative spending.

M. Ammatuna stated that the proposed vote date is the same as the Chamber Auction. Chief Brickell stated that the auction is at 4:00 PM and the polls open at 7:00 AM, therefore, sees no conflict. The Select Board agrees to leave the date as July 22.

Dennis Reisenwever inquired what budget the Select Board is referring? M. Ammatuna stated that April 9 budget. Mr. Reisenwever inquired what the \$1.5 million is based on? Ms. Ammatuna stated that the amount is based on actual dollars spent.

MeiMei Brown stated that the Police Department is essential and should not be cut. D. Atherton stated that this would not be a desired cut. Janet Coolidge stated that Chief Brickell attended the Budget Committee meetings and reported that 40% of all calls received occur in the overnight hours. Deb Boyce, a Brandon Area Rescue Squad member, stated that it is beneficial for the Police Department to be on duty overnight as there are times that their response is necessary prior to the rescue squad personnel arrival.

M. Ammatuna stated that the police cars housed at the officers' residence increases response time and are better maintained as the officer shows pride in maintaining the car.

Chief Brickell stated that possible savings within the Police Department could be reducing the Officers' hours from 43 to 40 per week; not replacing the cruiser, which is included in the Capital Improvement budget, however, the cruiser that is due to be replaced is 8 years old and if the officers share a cruiser, it decreases the value; insurance

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

costs, which is a union contract negotiated item; not filling the vacant officer position would save \$70,000, however, Lt. Pulsifer has experience in Rental and Health Code and is willing to fill these positions, in addition to the police duties, if the 8th officer is hired; cutting shifts from midnight until 9:00 AM would save \$17,000 in 3 months.

The 24/7 coverage allows for coverage in the event of illness, vacation, injury or training.

The police department monitors sex offenders in Brandon; monitors probation and release and it is not safe when an officer is working alone.

Chief Brickell reported that prior to 2007, there was less than 24/7 coverage, and when 24/7 coverage was implemented, the burglary rate decreased by 66%.

D. Fuller inquired who would perform the checks on probation cases. Chief Brickell stated that Probation and Parole would be responsible and there are only 2 officers in the County to cover that function if Brandon police did not monitor.

Mary Bagley inquired if hours or employees could be cut in the union positions? Ms. Bennett stated that the employees would need to agree to the changes. D. Atherton inquired why there was no union representation present. M. Ammatuna stated that there was contact and the representative had prior commitments and was not able to make the meeting.

Tracy Wyman inquired who would be liable if there were cuts in staffing and something were to occur while waiting for back-up. Chief Brickell stated that safety is the first priority.

M. Ammatuna stated that residents would like to see the officers out more as she is hearing that there are 2 officers sitting side-by-side. Chief Brickell stated that there are times that the officers meet to exchange information on a situation, transfer prisoner, and various other circumstances. Also, Chief Brickell stated that the Pittsford Police Department has similar vehicles.

E. Swift stated that social media should be considered to see where residents want cuts.

D. Fuller stated that on July 1, there should be a lay-off with minimum coverage at the Town Office, Police Department and Department of Public Works; cut work week to 4 days per week, except in the Police Department – E. Swift stated that this would require contract negotiations – D. Atherton stated that the Union contract will not allow for a cut from 40 hours to 30 hours (as an example), however, will allow for a cut from 40 hours to 0 hours.

Richard Baker stated that since the union contract ends at midnight on June 30, there is no requirement to award a raise until a budget is approved.

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

Tracy Wyman inquired what would happen on June 30 if there is no union contract. Ms. Bennett stated that there was a provision to the contract and there would be no increases.

Cindy Bell inquired if there would be cuts to the Police Department at night. Chief Brickell explained scenerios to cutting "where ever". E. Swift stated that there are daytime requirements that would not necessarily allow for cuts during the day. Chief Brickell stated that training, court and other circumstances are daytime functions.

Peter Breen stated that the Select Board has the ultimate decision as to where and what to cut, however, the Departments should be consulted for recommendations on the cuts. Judy Bunde stated that there is no more money to find for cuts.

Mr. Reisenweiver stated that the Budget Committee made recommendations that were declined and others were considered and none were implemented. Mr. Reisenweiver agreed that the departments should be making the cut recommendations.

Nancy Jakiela stated that she supports the Police Department and cuts in that department are scary.

M. Ammatuna inquired the increase in health insurance for the Police Department. Ms. Bennett stated that the expense is based on personnel situations.

Ms. Bennett stated that if there were to be cuts in the Department of Public Works, there would be a saving of \$168,172 if 3 positions were cut.

Brian Sanderson stated that he contacted Ripton and Rutland Town officials regarding the contracting of winter services. Ripton has 23.3 miles of road (or 3.3 times less than Brandon) and they pay \$85 per hour for large dump truck and plow and \$75 per hour for small dump truck and plow. Rutland Town has 46 miles of road (or 1.7 times less than Brandon) and they pay \$249,900 to contract winter road services for 6 vehicles.

Currently, there are 4 staff that cover 76 miles of road with 4 part-time drivers that work the night shift.

Mr. Sanderson stated that safety is important and if there was a lay-off, it would leave Mr. Sanderson and 1 employee.

Mr. Baker stated that a lay-off would result in payment of accrued vacation time. B. Cliver stated that a RIF (reduction in force) would result in pay as well. Ms. Bennett stated that the Union would need to be involved prior to any RIF.

D. Atherton inquired what staff members were not union employees. Ms. Bennett stated that the Town Manager, Police Chief, Police Lt., and Department of Public Works Superintendent are not union employees.

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

Ms. Bagley stated that a working foreman could have a union contract. Ms. Bennett stated that that would cause a potential issue.

D. Fuller recommended that the union be contacted regarding the 4-day work week.

D. Fuller recommended that the Recreation Director be cut to a 4 day work week. Ms. Bennett stated that the Recreation Director is a union employee, however, is a salaried employee.

Bill Moore stated that there are 11 planned programs from July 7 through August 30 with a net income of \$7,170, if all programs are full. There is a potential of losing \$4,050 of projected revenue.

The budget indicates that there is an income projection of \$41,000 and an expense projection of \$119,645.

The Assessor's office was discussed. Ms. Bennett stated that this is a contracted service and the Assessor Assistant works 2 days per week.

M. Ammatuna stated there could be a termination for convenience.

Ms. Bennett stated that there are payments due for equipment. Ms. Scheck stated that these are state loans that are due and payments are being made.

B. Cliver stated that the line of credit keeps the town running efficiently. D. Fuller stated that spending is the issue. D. Atherton stated that there needs to be cuts made to get the budget to the taxpayers. B. Cliver stated that running the town on a decreased level may cost the town more than "running as is".

D. Atherton stated that the union contract is an issue with the insurance costs and salary increases and it is difficult to discuss with no union representation. The union contract "housekeeping" was opened and not accepted.

Kathy Rausenberger stated that changes are necessary. B. Cliver stated that there may need to be a cut in services as the FY 13 budget income was \$858,000 and \$609,000 was received and the FY 14 budget income was \$816,000 and \$814,000 was projected. The FY 15 budget proposal is a 9.2% increase (\$605,000).

Ms. Bennett stated that the \$148,000 FEMA grant was not included in the budget as it is a non-repeat grant. Mr. Baker stated that it should not be included in the General Fund. E. Swift stated that there are still project with no budget.

Motion by B. Cliver and seconded by D. Fuller to approve the line of credit as proposed by the Town Clerk. E. Swift stated that the resolution should be modified to include appropriations. Motion passed 4 – 1 – 0. D. Atherton stated that the tax bills should be sent to include school, fire and appropriations.

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

D. Fuller inquired what would be saved if the non-police employees were to be decreased to 4 day work weeks. Ms. Bennett stated \$31,000 would be saved. B. Cliver inquired if this was legal with the union contract. E. Swift indicated that this would have to be part of the union negotiations. B. Cliver stated that the cut in the work week is unrealistic until a budget is passed.

Ms. Bennett stated that the Police Department costs \$172,000 as is, however, this would change with Lt. Pulsifer working as Health Officer and Rental Code as well as police duties. The savings would be \$7,800. M. Ammatuna stated a stipend should be offered to Lt. Pulsifer for taking on these extra duties.

Mr. Baker agreed with Mr. Cliver and no lay-offs should occur until after the next vote.

Cindy Bell stated that the Budget Committee recommended union negotiations as the average person is not treated fairly.

B. Cliver stated that there should be a cut in the insurance portion. Ms. Bell stated that the union representative should be contacted first.

Phil Keyes inquired if negotiations would be affected if there was a proposal of cutting the insurance contribution from the town, reduction in hours or lay-offs. D. Fuller stated that there is not a complete union over-haul and the union would probably rather keep employees working and the town is borrowing the funds to keep these employees working.

Motion by D. Fuller and seconded by B. Cliver to move forward and pay as is on July 1, 2014. Motion failed 1 – 4 – 0.

D. Fuller would like the union contacted to check interest in negotiations. Ms. Bennett stated that she has made initial contact, however, a specific proposal and consequence of denial is required prior to meeting. D. Fuller stated that the community feels that there is "foolish" spending and an attempt needs to be made to build community trust. B. Cliver stated that there is 3 weeks to negotiate with the union. D. Atherton inquired the availability of the union representatives. Ms. Bennett stated that she does not know availability beyond "the next day or so", however, the representatives understand the July 1 deadline. Ms. Bennett will be meeting with the Shop Steward to begin the discussions. D. Atherton stated that the discussions should have started in March. Ms. Bennett took responsibility of the discussions not starting in March and felt that Town Meeting needed to be finalized.

Bernie Carr inquired if there would be negotiations during the 3 week period prior to the next vote. M. Ammatuna stated that this would be revisited on June 30, 2014.

Chief Brickell stated that he is in need of a decision on the 8th police officer as he has a prospective employee who has accepted the position and start the academy on August 4. The prospective employee would need to move to the state. D. Atherton stated that there

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

is no budget and it is difficult to give an answer. D. Fuller stated that in order to keep the police department "whole" it needs to happen. Ms. Bennett will call the union representatives and have an answer for Chief Brickell prior to the close of business on June 27, 2014. Mr. Carr inquired the net savings of Chief Brickell performing the Rental and Health Code positions. D. Fuller stated \$7,500 would be saved.

Cindy Bell inquired if the Town would go forward. M. Ammatuna stated that the town would be "in limbo".

Linda Stewart inquired if the proposed 4 day work week was going to happen. Ms. Bennett stated that she would be contacting the union and the power is in the union hands.

Mr. Baker stated that, assuming the union was present, the employees are dedicated and an unsuccessful budget would wreck the workforce. D. Atherton inquired where Mr. Baker would like to see cuts. Mr. Baker stated the Select Board stipend. D. Atherton stated that residents don't attend the meetings to express their wishes.

Beth Carr stated that the National recession has been the result in no money and people are resentful.

Tracy Wyman inquired what the next steps would be, to which Mary Bagley stated "mediation". Mr. Wyman stated that the union is telling "us how to run the town."

Brian Sanderson inquired if thing were "as is" until June 30. M. Ammatuna stated that nothing has changed.

Motion by B. Cliver and seconded by D. Atherton to adjourn. Motion retracted by M. Ammatuna.

Motion by D. Fuller and seconded by E. Swift to contact the union representative and inquire the reduction in hours to a 4 day work week for the next 3 weeks. B. Cliver stated that the line of credit would continue the town "as is" and consult the union.

Ms. Bennett inquired what would happen if there was no budget in 3 weeks. B. Cliver stated "lay-offs". M. Ammatuna stated that there would be no lay-off until the union contacts are complete.

D. Atherton stated that there are 3 weeks to check for possible cuts to see if the budget passes. E. Swift stated that it is fiscally prudent to have Lt. Pulsifer fill in the positions and hire the 8th person.

Dick Kirby spoke that he feels that the union would be more inclined to accept the proposal for shorter work week instead of lay-offs.

Ms. Gage stated that residents have expressed an interest in cutting the police force from a 24/7 coverage as they feel that this coverage is not necessary. Judy Bunde stated that

Town of Brandon Select Board Meeting June 26, 2014 DRAFT

the residents needed to be educated as the burglaries have decreased 66% and 40% of the calls occur after midnight.

3. Debt Service Ms. Bennett stated that there is 1 debt that is due on July 1 that was not voted on at the last meeting. M. Ammatuna tabled this item and instructed Ms. Bennett to not release the payment.

Motion by E. Swift and seconded by B. Cliver to adjourn at 9:45 PM. Motion passed unanimously 5 – 0.

Respectfully submitted

Kelly Giard
Recording Secretary

**Brandon Select Board Meeting
June 30, 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: Robin Bennett, Tracy Wyman, Richard Baker, Chris Brickell, Kathy Rausenberger, Brian Sanderson, Debra Jennings, Kelly Giard, Michael Denis, Jeff Stewart, Tracy Wyman, Dennis Reisenweaver, Bruce Edwards, Allan Leavitt, Lee Kahrs, Brenda Fizur, Nancy Jakiela, Charles Jakiela, Sue Gage, Cindy Bell, Jan Coolidge, Paula Bizon, Carol Bertrand, Bill Moore, Wayne Rausenberger, Judy Bunde, Buzz Racine, Tom Whittaker, Steve Carr, Penny Conlin, Robert Kinchen, Vincent Campbell, Shelly Grine, Linwood Barry, Deb Boyce, Anna Scheck, Cheryl LeBlanc

1. Call to order

The meeting was called to order by Maria Ammatuna at 6:05PM.

a) Agenda Adoption – Motion by Blaine Cliver/Ethan Swift to adopt the agenda. **The motion passed unanimously – 3 to zero.**

Motion by Ethan Swift/Blaine Cliver to enter into executive session at 6:07PM for a contract discussion to include Buzz Racine, Tom Whittaker and Steve Carr. **The motion passed unanimously – 3 to zero.**

2. Executive Session 1 V.S.A.313 (a) (1) - Contracts

Motion by Ethan Swift/Devon Fuller to come out of executive session at 7:00PM. **The motion passed unanimously – 4 to zero. There was no action required.**

Motion by Devon Fuller/Dave Atherton to enter into executive session at 7:01PM for a personnel discussion. **The motion passed unanimously – 4 to zero.**

3. Executive Session 1 V.S.A.313 (a) (1) - Personnel

Motion by Ethan Swift/Devon Fuller to come out of executive session at 8:22PM. **The motion passed unanimously – 4 to zero. There was no action required.**

The Select Board reconvened at 8:27PM.

4. Consent Agenda

a) Select Board Meeting Minutes – June 23, 2014

Motion by Ethan Swift/Dave Atherton to approve the minutes of the June 23, 2014 Select Board meeting. **The motion passed with one abstention - Ethan Swift.**

An amendment to the agenda was made to include:

Item 4b - Citizen's Public Forum for budget comments only

Item 8 – Executive session for personnel discussion

Item 9 – Executive session for contract discussion

b) Citizen's Public Forum

Paula Bizon suggested it would be beneficial to have a brief description of each departments overall responsibilities to help explain why the budget is where it is at and where it is going. Ms. Bizon also requested information on the cost implications from Irene, as it appears that the only repair has been the paving of the road, as none of the parks have been repaired and the town office is still not in use.

Cheryl Leblanc does not understand the budget and noted it is not transparent. She sees shortfall and revenues being a problem, but wages are going up. She does not know how the benefits work and realizes there is a contract, but she has heard that town employees' benefits are fully paid and she thinks this is beyond what can be expected and the town needs to be run as a business. She was a Budget Manager for 16 years and she understands what they are going through. She noted that she could not sell her property for what it is assessed at and she feels the town is going to start losing residents. Maria Ammatuna confirmed that the health benefit is paid in full and noted the salary increase is at 1.17%.

Jan Coolidge stated after the Police Chief provided information on that department, she would not want to see the department reduced and then have crime increase, noting people will not want to come to Brandon if this happens.

Carol Bertrand stated she has also been doing budgets for 16 years. She would like to see more information and not cut positions if the town does not have to. She asked if residents would have the opportunity to review and make recommendations regarding the budget. Maria Ammatuna stated there was a Budget Committee that worked with the Select Board on the initial budget. This time, the budget will be done in open sessions, including this evening, for the public to have an opportunity to hear what is being done. Ms. Bertrand noted she had requested via email a line-by-line budget from Ms. Ammatuna and Ms. Bennett but had not received it to date.

Nancy Jakiela asked what the decision was as far as the Police Department as of Friday. Maria Ammatuna met with the Police Chief and there are two interpretations of the motion. It was motioned to continue the force and hire the additional person, but there was a Select Board member who noted if the budget was affected, there would not be a guarantee and there was a motion to keep the force in tack with the 8th person.

Dave Atherton noted the Police Department had brought a proposal forward to bring the Code Enforcement and Health Officer positions into the Police Department. The Select Board is also holding off on the purchase of a police cruiser for this year.

Judy Bunde stated when she spoke with the Police Chief regarding the hiring of an 8th man; he advised there is not another slot at the Academy until February, which would cause a further delay.

Fiscal

a) General Fund Warrant – June 30, 2014 - \$85,792.60

Motion by Ethan Swift/Devon Fuller to approve the warrant of June 30, 2014 in the amount of \$85,792.60. **The motion passed unanimously – 4 to zero.**

b) Wastewater Fund Warrant – June 30, 2014 - \$1,639.72

Motion by Devon Fuller/Dave Atherton to approve the wastewater warrant of June 30, 2014 in the amount of \$1,639.72. **The motion passed unanimously – 4 to zero.**

Maria Ammatuna questioned if this is a prepaid expense. Anna Scheck stated it could be one bill that is split between two months and Robin Bennett confirmed that is the case.

c) FY14/15 Warrant - \$27,373.54

Motion by Ethan Swift/Blaine Cliver to approve the FY14/15 warrant in the amount of \$27,373.54, with Ethan Swift's friendly amendment to authorize payment pending approval from the lender for the expense note. **The motion passed unanimously – 4 to zero.**

The payment is for Calfirst Bank for a payment due July 1st. Ms., Ammatuna suggested a friendly amendment based on approval of the expense note. Sue Gage reported the paperwork is ready for submission.

d) FY 14/15 Warrant - \$553.65

Motion by Devon Fuller/Ethan Swift to approve the FY14/15 warrant in the amount of \$553.65, subject to approval of the expense note. **The motion passed unanimously – 4 to zero.**

The warrant is for two cell phone accounts for the Town and the Wastewater Department.

6. Municipal Operations – July 1, 2014

Maria Ammatuna noted none of the budget discussions are personal or emotional, but are coverage for the town and numbers for the budget.

Dave Atherton went through the budget line-by-line and taking into consideration past discussions, he provided a list of items for discussion. In looking at some of the smaller items, he suggested not funding trainings and seminars this year, which would also take out travel and expense costs. There are some mandatory seminars that would still be required. Brian Sanderson stated because of the new codes and standards all Public Works staff is required to have 6 hours yearly on road related activities. The training could be taken down to \$205.00 and travel and expense could save \$600.00. Robin Bennett stated there are some contractual obligations for the town office for ongoing changes to laws and software training. Maria Ammatuna suggested taking advantage of webinars offered. There could be a reduction in the travel and expenses for the town office of \$1,000.00. For the Police Department, there is \$1,000.00 for travel and expenses that are for classes outside the area and the conference that the Chief attends. His attendance also brings in additional funding for training. Chief Brickell noted the mandated training could be covered with the Academy and in-house. Clerk travel could be reduced by \$350.00. Ms. Gage noted any conferences she may attend will be covered out of pocket. Dave Atherton stated because the Police Department has offered to do the Code Enforcement and Health Officer duties, funding for those items could be taken out. Devon Fuller stated reducing the entire amount would be unreasonable. Dave Atherton proposed taking the entire budget for these items and determining what to do with them. Robin Bennett stated the interim Zoning Administrator is only approving applications and is not doing anything above that, but indicated he is putting in more time than he thought he would. It was suggested to try to find efficiencies in this area. Mr. Atherton stated the Select Board needs to review the entire budget for the Zoning Administrator and find out what it will cost to have a Zoning Administrator for two days per week. Maria Ammatuna noted two days per week would equate to \$18,720.00 for the year @ \$20.90 per hour. Ms. Bennett stated contracted services would tend to cost a little more per hour. Mr. Atherton suggested that some independent contractors are paid by permit and suggested talking to people to figure out whether two days per week is sufficient. Ms. Ammatuna stated the Police Department will be whole and the Select Board needs to cover zoning to some degree. Ms. Bennett noted the interim Zoning Administrator had agreed to five hours per week at no charge, but is doing more like 8+ hours per week and would prefer that the Town find someone as soon as possible. Dave Atherton will put some feelers out to some zoning administrators that cover multiple towns to obtain information and determine who may potentially be interested in doing the position. The Select Board will not replace the Health Service Officer and Rental Code person.

Motion by Blaine Cliver/Ethan Swift to implement a freeze on filling vacant positions for the Zoning Administrator, the Economic Development person and the animal control vacancy until a budget is approved, excluding the police position that was approved Friday night. **The motion passed unanimously – 4 to zero.**

The Rental Code and Health Service Officer duties will be transferred to the Police Department effective July 1st. It was noted there is a list of items that will need attention. Robin Bennett reported there has been interest expressed in the Animal Control position that would have a budgeted cost of \$4,000.00.

Dave Atherton stated the listers need to have a presence in the town office, as no one can access a lister card except Tuesday and Thursday. If there is only one person, they can be relocated to the town office, which would eliminate the costs associated with the town hall office. This would also eliminate the need for administrative support for that department. It was noted the \$16,000.00 covers the cost for the year, but it does stipulate someone entering the data. Ms. Bennett stated the IT people will have to set them up. Mr. Atherton stated with regard to Public Works, there are seven employees, including the Wastewater Department, and if there are no funds to do the projects, there could be reduction in staffing. Ms. Ammatuna noted that until there is a budget after July 1st, if there is a model for emergency items only for highway projects, there would be a reduction of \$10,200.00 for a three-week period, with the total reduction being \$205,400.00 for a year. This would be for two public works positions for the Highway Department. Blaine Cliver stated there will still be work that needs to be done, such as snow plowing and road grading. Maria Ammatuna questioned with the reduction of two positions, what would be the savings in supporting expenses. Brian Sanderson stated in reducing two people there would need to be additional help in the winter for snowplowing and he is unsure what the cost would be associated with the additional help. Winter sand and salt line items would not change. Gravel costs could change if an RFP is put out for grading. Dave Atherton stated if positions are eliminated, the roads would be maintained as passable and grading would not be required. Mr. Sanderson stated the Town does not do road repairs as far as asphalt and without this work the roads will crumble. Maria Ammatuna stated the actual spent on an icy winter this year with a full staff totaled \$736,000.00 and the budget is \$810,500.00, which is a 10% increase, without fixing what is needed. Mr. Sanderson stated cutting staff will save money, but it will cut services. Maria Ammatuna stated a capital improvement plan was cost-prohibitive and there will be consideration to lay off two of the four people on the road crew because the town cannot carry people when the work cannot be done. The Wastewater staff is a separate budget. The Public Works Manager's salary is \$63,300.00 with benefits in the proposed budget. Dave Atherton questioned whether it would be cost effective for the Public Works to take over the mowing under Buildings and Grounds. Mr. Sanderson stated mowing equipment would need to be purchased, as the department does not have this equipment. It was noted that Corrections mows all fields that are not in close proximity to schools. Bill Moore stated there is one field at the school that is mowed by the Town as previously agreed. He approached the School Board requesting the property be moved to the town's ownership and the school is working on this item. There is a sponsor who does the mowing in return for a sponsorship of a team.

Maria Ammatuna questioned whether the Select Board would determine whether to sell the town office building and there could be the option to put this out to the voters. It was noted there would need to be a hearing prior to the vote. Blaine Cliver recommended

trying to obtain the grant to renovate the building prior to discussing a sale of the building. It was noted that the \$30,000.00 for town office maintenance should be kept in the budget, as there could potentially be further issues with the roof and it is the intent to keep the building at least at the current condition. Ethan Swift noted the grant, pending resolution of the tank issues, is still in process.

Jan Coolidge stated utilities will be going down 2.6% and there will be an additional reduction later in the year that will total a 4% reduction. To date this year, \$79,330.00 has been spent for streetlights and there was corresponding revenue of \$23,602.00. There was a question of the Rec Department Travel and Expense line. Bill Moore stated this line covers membership for the Vermont Recreation and Parks of \$150.00, which provides support and written information that Mr. Moore feels is valuable. If the Town did not pay for it, he would subscribe for it himself. This budget line also covers his conference fee. There was a recommendation to place a freeze on office supply expenditures for the next 90 days. Sue Gage stated there will be additional costs for printing ballots and Ms. Scheck noted ink cartridges are funded through office supplies. Dave Atherton suggested researching other companies that would provide savings in this area. It was noted that there had been discussion of separating the Library, Senior Center, Mosquito District and other inter-governmental items for separate votes.

Motion by Ethan Swift/Dave Atherton to separate the inter-governmental items that include the Senior Center, Mosquito District, the Brandon Free Library, the Regional Planning Commission, Green-up Day, The Bus, the Rutland Economic Development Corporation and include only the county tax bill and VLCT. A friendly amendment was made to maintain the Mosquito District. **The motion passed with one no vote – Devon Fuller.**

The VLCT dues and other items are discretionary. Anna Scheck stated the Mosquito District is a multi-town contract. Maria Ammatuna noted it is not in the operational budget and is a separate entity. There is no jurisdiction for the Senior Center, the Library or the Bus Program subsidy and the tax payers should have the ability to vote on these items. Devon Fuller stated the Mosquito District could create a health risk and is a contract that has been in place. Blaine Cliver agreed that this item should not be removed. Mr. Fuller had suggested doing a 5% reduction for these areas, instead of choosing one over the other. Dave Atherton agreed the Town should be funding mosquito control. Blaine Cliver noted there is a difference between the Mosquito District and the Library or Senior Center, as they run themselves. Richard Baker suggested requesting the Trustees of Public Funds provide more funding for the Mosquito District since the Shirley Farr Estate had been set for mosquito eradication and \$9,250.00 has been the amount that has always been sent. Wayne Rausenberger stated the cost of operating the Mosquito District is increasing and he informed that Board that Brandon is considering cutting funding and it is unknown what type of services can be provided to other towns if this happens. They are working with a grant from the state, but there are issues with this process. Maria Ammatuna asked Mr. Rausenberger to determine whether Brandon's share is equitable. Mr. Rausenberger reported the criterion is based on items such as population and wetlands.

Richard Baker noted the \$125,000.00 for the Wheeler Road and Union Street projects are not all going to be spent in the next fiscal year. It was noted that those funds are earmarked for those projects and should remain as noted in the budget.

Ms. Ammatuna summarized that to this point, there has been a freeze of hiring, the discussion of a layoff of two Public Works people and the elimination of the Lister Administrative position.

Blaine Cliver agrees with what Mr. Atherton has proposed. If there is money to carry to the budget vote, there should be a focus on the entire year's budget. In addition to Mr. Atherton's recommendations, Mr. Cliver recommended that Town employees pay 10% of their health care. Mr. Cliver suggested Ms. Scheck, Ms. Bennett and Ms. Gage work together to come up with a better accounting system.

Ethan Swift questioned the specifics for the Building Maintenance line for \$5,000.00 for the Police Department. Chief Brickell stated there is some rot on the building that was not addressed and the west side of the building was not completely sided. Funds were spent to rehab this building and he does not want to see the building deteriorate and it was felt that \$5,000.00 was a reasonable marker for the maintenance. Mr. Swift also requested clarification of the same line item for Public Works for \$10,000.00, which is \$2,500.00 over last year. Brian Sanderson stated there are issues with the garage complex. The second building is not sound and has many items stored for the department. There is a 1000-gallon tank that does not meet requirements and there are four other fuel tanks that need to be replaced that do not meet requirements. There is also a floor drain that is unknown where it is draining to. Mr. Swift also asked if there has been an analysis of having more of a mix of road materials for cost savings. Mr. Sanderson has inquired about chloride tanks on site, but there would need to be a retrofit. He believes that roads have been properly maintained, noting there was a lot of winter sand used this past winter. With regard to roadside mowing, the department rents a machine and does it in-house. There could be a cost-savings in doing it only once per year. All roads in town are done by at least one pass. With regard to vehicle and equipment maintenance, if the town goes with more contractual work, Mr. Sanderson does not see that this would change with the reduction in force. Mr. Sanderson noted in speaking with road managers across the state, if the town is considering contracted services, it is a time-involved process to develop the details.

Devon Fuller had suggested a 4-day work week for staff, however, it was noted this is not an option. Dave Atherton stated he looked at what is needed for the entire year and not for just a 3-week period. In getting to a figure for the budget, it needs to be for a full year. Devon Fuller noted it was decided the police cruiser totaling \$30,000.00 would be eliminated from the budget, inter-governmental items will be voted on separately, there is a \$5,000.00 reduction in the town office and roadside mowing will be reduced to once per year that will save an additional \$5,000.00. There has been discussion of reducing two Public Works employees. There was also discussion of cutting training, travel expenses and the Lister Administrative position which totals around \$15,000.00. The

reduction of the two positions would include the annual cost for overtime as well. Mr. Atherton stated if the Town is going to eliminate the positions, there needs to be the elimination of the services that correspond to the positions. It was noted with a \$219,000.00 reduction in the budget with \$2,420,470.00 to be raised by taxes would be a 3.8% increase over the current year's budget. Ms. Bizon stated if the funds are not available to provide the work, it is time to cut the positions. Mr. Reisenweaver stated with a 3.8% increase, there should be transparency that includes discussion of the appropriations. He asked if there has been consideration of giving back the state roads to the state. It was noted that the state would not be agreeable to taking back the roads. He also noted some towns have village taxes for things like plowing sidewalks and salting the roads that are not benefits to outlying areas. Mr. Reisenweaver noted it appears the biggest thing is the reduction in the revenue. Ms. Ammatuna advised there has been a correction in the past accounting procedures regarding how revenues are reported.

Nancy Jakiela asked if there is going to be a deficit this year and if so, has it been figured into the budget. Maria Ammatuna stated it appears the Town may end the year with about \$2,000.00. Charles Jakiela stated if the Town was to end with a deficit, what are the implications, as it is his understanding there is a state statute indicating the tax rate will need to be increased in the case of a deficit. Blaine Cliver stated there is the \$175,000.00 that was not assigned for this year and any deficit in that range would come out of that money.

Tracy Wyman believes the reduction of employees could be done, while still maintaining the same quality services the Town has had in looking at contracting out. Mr. Wyman will provide information to the Select Board that he has obtained by mid-week. The numbers he has come up with do have some pros and cons.

Maria Ammatuna received information that Brandon has 1939 taxable parcels and 1024 carry homesteads, with 76% receiving some form of prebate/rebate from the state. Sue Gage stated the figures are based on what was received in state funding to offset taxes last year. Ms. Gage encouraged people to apply for these prebates. Ms. Ammatuna read information on HI-144 regarding homestead declarations. Ms. Ammatuna stated the Select Board can review the land cost tables, which were changed last in 2008 and this may provide taxpayer relieve. The coefficient of dispersion is approaching numbers that could be inequitable and there should be discussion of this item.

7. Other Business

Ethan Swift questioned if the town has received information from the consulting engineer regarding the FEMA applications. Robin Bennett reported there is a meeting scheduled for Thursday at 10AM to discuss these items. Ms. Bennett stated with regard to engineering services, there has been some positive feedback on four of the eight requests. Brian Sanderson stated one of the biggest issues with Green Park is not knowing where the town's boundaries are. He has contacted a firm that did the survey

for the Power House property and they have submitted a proposal to determine the boundaries. This is the major item that is hindering proceeding with the repairs.

Dave Atherton asked about the utility poles on North Street. Brian Sanderson has put out a request to Fairpoint and Green Mt. Power. Green Mt. Power advised that it is a good idea as they like all utilities on one pole. He will touch base with them again. Mr. Atherton questioned the status of the Newton Road rock pile. Mr. Sanderson reported he has talked with Mr. Markowski and they have every intention of starting removal after July 4th. Mr. Sanderson requested a letter from Mr. Markowski indicating the rock pile will be removed by the end of July. Ethan Swift noted part of the deal was to fix the drainage problem on Maple Street.

Allan Leavitt submitted the following letter to the Select Board dated June 30, 2014:

"Subject: Road Vibration/House Destruction

This follows previous correspondence describing damage to my home at 27 Conant Square caused by continuous and worsening road vibration on the roadway fronting my home (Route 7).

In addition to the damage being done, I note the vibration is a 24 hour/day irritant. It never stops!!! Further, this condition has rendered my house unsalable.

I have described a problem I can no longer tolerate or fix. It is not of my making and demands immediate attention. If you have thoughts, plans or a solution, please relate it to me prior to July 15, 2014. Thank you."

Devon Fuller noted though there is a 90-day expense note; he questioned what the Select Board is going to request Ms. Bennett to do as of July 1st. To get to a 1% increase, the amount raised by taxes would need to be \$2,350,000.00. It was recommended that Ms. Bennett make the changes discussed this evening and apply them to the proposed budget. Ms. Bennett noted if the Public Works positions are reduced, there would need to be an amount included for contracting services.

Richard Baker stated he has not heard discussion of encumbrances, except for the town hall. There are items that need to be encumbered before the end of the fiscal year.

Carol Bertrand questioned whether changes would be made to the employees' health benefits and it was noted that at this time, negotiations will be opening up, but nothing can be done until negotiations begin and recommendations are made by the Select Board. The Select Board does not have the control over the benefits.

Nancy Jakiela asked why the Rec Director position was not discussed. Maria Ammatuna noted the budget discussions will be continued.

Judy Bunde stated there was discussion of sending out tax bills for the education portion. Anna Scheck stated it would be costly for NEMRC and could be confusing with sending out a revised billing. If the budget does not pass, there is the ability to bill for the education portion, but the cost for multiple tax bills would be between \$2,000.00 and \$4,000.00.

Motion Devon Fuller/Ethan Swift to restrict, reserve, encumber and defer the following:

1. The following are restricted by Statute – records preservation and lister's education
2. Police Explorers Reserve- funded by donations and fund raisers
3. PD Forfeiture Funds – funded by criminal seizures
4. Brandon Ski Club
5. Lister Reappraisal – received from the State per parcel - designated for future reappraisal
6. Town Hall funds – FOTH requested the Board encumber \$7,907.13 for Historic Preservation Grant Match and \$750.00 for open P.O. #11805
7. Economic Development Reserve – the Select Board voted to encumber \$10,000.00 for an Economic Development contract
8. Highway – P.O. #51422 – encumber \$9,240.00 for flake chloride
9. Highway – P.O. #51416 – encumber \$5,600.00 for roadside mowing
10. Bridge #114 funds budgeted in the General Fund to be used as the 5% Town match - there was \$1,430.00 used in the current year and an entry was completed to show funds in Fund 46
11. Donations received from an estate to be used for recreation and wastewater projects
12. Capital Project Funds – reserved by the Select Board for capital equipment and infrastructure reserve
13. Additional invoices for Route 7 and Bridge #114, as well as the waterline project that will need to be booked as payables and receivables

The motion passed unanimously – 4 to zero.

Dave Atherton noted there are Rec Department items that are purely donated; additionally the Rec Department brings in revenue.

Motion by Ethan Swift/Dave Atherton to enter into executive session at 11:02PM for a personnel discussion. **The motion passed unanimously – 4 to zero.**

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

Motion by Devon Fuller/Dave Atherton to come out of executive session at 11:12PM. **The motion passed unanimously – 4 to zero. There was no action required.**

Motion by Blaine Cliver/Ethan Swift to enter into executive session at 11:13PM for a contract discussion. **The motion passed unanimously – 4 to zero.**

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

Motion by Ethan Swift/Devon Fuller to come out of executive session at 11:23PM. **The motion passed unanimously – 4 to zero. There was no action required.**

10. Adjournment

Motion by Devon Fuller/Dave Atherton to adjourn the Select Board meeting at 11:24PM. **The motion passed unanimously - 4 to zero.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

July 7, 2014

Robin Bennett
Town Manager
Town of Brandon
49 Center Street
Brandon, VT 05733



Re: Agreement
Town of Brandon, Vermont
General Engineering Services for FEMA Declarations
A+E Project 14043

Dear Robin:

This Agreement is written pursuant to the Town of Brandon's (OWNER) request for Aldrich + Elliott, PC (ENGINEER) to provide professional engineering consultant services as outlined below.

SCOPE OF SERVICES

Professional engineering consultant services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this Agreement. The OWNER may, from time to time, request changes in the scope of services to be performed under this Agreement. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon by and between the OWNER and the ENGINEER and shall be incorporated into this Agreement by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this Agreement, the OWNER agrees to compensate the ENGINEER as follows:

Fee Summary	Design	Construction	Total	Fee Type
Kennedy Park	\$9,800.00	\$14,300.00	\$24,100.00	Not-to-Exceed (NTE)
Green Park	\$7,900.00	\$14,300.00	\$22,200.00	NTE
Briggs Lane	\$0.00	\$9,300.00	\$9,300.00	NTE
Cobb Hill	\$18,000.00	\$0.00	\$18,000.00	NTE
Meetings			\$5,400.00	NTE
TOTAL:			\$79,000.00	NTE

Total fees are based on the FEMA scope of work previously prepared for each of the above referenced projects. Billing for the work items above shall be on a monthly basis as follows:

Not-To-Exceed Services (NTE): A fee based on expenses incurred in the interest of the Project, to include direct labor equal to the actual salaries of personnel, overhead expense of 1.7 times direct labor and profit of 16% of direct labor and overhead, plus reimbursable expenses per **Attachment No. 2**. The cost to the OWNER will be at or below the NTE fee indicated for each work item above.

It is understood that the ENGINEER's labor rates are adjusted annually, on or about the first day of each calendar year and that the services provided under this Agreement shall use the current rates at the time that the work is performed.

TERMS AND CONDITIONS

Refer to Attachment No. 3 for the Terms and Conditions that govern this Agreement.

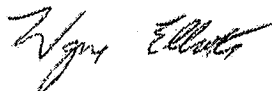
EXECUTED AGREEMENT

This Agreement shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this Agreement is not executed within sixty (60) days of the date on the Agreement, it may be subject to re-negotiation or withdrawal by the ENGINEER.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this Agreement, for the compensation specified.

Aldrich + Elliott, PC

A handwritten signature in black ink, appearing to read "Wayne Elliott", is written over a horizontal line.

Wayne Elliott, PE
Vice-President

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding Agreement and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid, as set forth in Terms and Conditions.

The OWNER warrants that the signature below is that of its duly authorized agent who possesses the full legal authority to execute this Agreement on behalf of the OWNER.

The OWNER acknowledges that this Agreement is comprised of, and incorporates by reference, Attachment Nos. 1 through 3.

TOWN OF BRANDON

Duly Authorized Agent

Date of Execution

Witness to Signature

Executed in Duplicate
Project 14043

**TOWN OF BRANDON
GENERAL ENGINEERING SERVICES FOR FEMA DECLARATIONS**

ATTACHMENT NO. 1

SCOPE OF SERVICES

The Town of Brandon (OWNER) has requested the services of A+E to assist the OWNER as the "Town Engineer" for projects including but not limited to those detailed below in this Scope of Work. The identified projects have received FEMA obligations pertaining to damages sustained during Tropical Storm Irene and require completion.

The ENGINEER will provide the following professional engineering consultant services under the scope of this Agreement:

KENNEDY PARK:

Description

The OWNER has received FEMA funding for returning Kennedy Park to pre-disaster conditions and for repairing a damaged sewerline that is located within Kennedy Park. These projects are separate obligations from FEMA and will be tracked as such, however in an effort to expedite and minimize impact to this location, these projects may be combined into one (1) "Project" to be bid and constructed. The work at Kennedy Park generally consists of two (2) elements listed as follows in order of priority:

- The Kennedy Park sewerline repair is a priority for FEMA as it is considered a "large" project and requires administrative close-out. FEMA has obligated \$133,721.80, which has been established as a "fixed" amount for this project. The priority for the funding obligation is the sewer repair and any funding left over can be used on any other project the OWNER deems appropriate. This project has been given the FEMA designation of PA-01-VT-4022-PW-03119(0).
- The OWNER has received \$47,735.58 for returning Kennedy Park to pre-disaster conditions, which includes the following: Rehab/repair the upper parking lot washout, return the existing retaining wall to pre-disaster conditions, remove and reinstall existing interlocking pavers. This project has been given the FEMA designation of PA-01-VT-4022-PW-03088(0) and PA-01-VT-4022-PW-03088(1).

FEMA Requirements

A+E will prepare and submit to FEMA a formal time extension for expending the FEMA obligated funding for each of the separate FEMA obligations above. It is expected that the requested extension will establish a new "project completion date" as September 30, 2015. A+E will prepare any necessary documents required for FEMA approval of the specified work, however it is anticipated for this project that no additional modifications will be necessary to the scope or previously prepared cost estimates as this project obligation has been fixed by FEMA.

Basic Services – Final Design

Field Survey

A+E shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for the preparation of the final design and

contract drawings for the project. The field survey will establish semi-permanent survey control and horizontal and vertical control points within the project site. One (1) full day of topographical field survey and one (1) full day of field edits is budgeted to document the existing conditions at the site. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate.

Alternatives Analysis

A+E will perform a brief alternatives analysis for the sewerline repairs and will provide a recommendation on the most appropriate and cost effective course of action to complete the work described above and with the funding available.

Preparation of Final Design Plans and Specifications

A+E will make engineering investigations as are necessary and will compile such data as required for the design drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for the project. Specific tasks include:

1. General layout, details, specifications, and contract forms complete and ready for construction bids for reconstructing the Park and sewer to pre-disaster conditions.
2. The design shall include the following:
 - A. Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
 - B. The plan and profile shall be at a horizontal and vertical scale will be 1" = 20' and 1" = 2', respectively. Specific information on the plans shall include but not be limited to: roadway and driveway limits, house locations, street addresses, existing utilities and service lines (derived from as-built locations and "Dig Safe"), existing test boring locations, trees, approximate right-of-way locations, street names, walls, stairs, streams/rivers, and any other appurtenant existing features. The profile will include the existing grade along the centerline of the proposed improvements (as necessary) and the approximate elevations of the existing utilities at the points of intersection.
 - C. Technical specifications for the civil and site components of the project will be prepared and provided in the CSI 16 Division format.
 - D. Technical specifications will be supplemented with the Town required "front-end" documents to make a set of construction contract documents suitable for public bidding purposes which will include but not be limited to the following: Advertisement for Bids, Information for Bidders, Bid Form, Contract Form, General and Supplemental General Conditions, Special Conditions, Technical Specifications.
 - E. Two (2) copies of the final design drawings will be submitted to the OWNER for review. Review comments will be addressed and incorporated into the final design. A PDF copy of the final design documents will be provided to the OWNER upon completion.

Opinion of Probable Construction Cost and Schedule

A+E will prepare an opinion of probable construction cost and total project cost based on the final drawings and specifications. A general schedule for the construction phase of the work will also be furnished. The schedule shall identify the following for which the construction work duration is based: Execution of the Notice to Proceed, field work commencement, field work seasonal stoppage/start-up (if applicable), and substantial and/or final completion of work.

Special Service – Permitting

A+E will identify all necessary permits for this project during the design phase. It is assumed that all permit fees will be paid for directly by the OWNER and have not been included in this scope of work. It is anticipated that the following permits or write-offs will be required for this project:

1. Stormwater General Permit – Notice of Intent (Low Risk)
2. Stream Alteration Permit

It is assumed that this area has been previously disturbed and will not require any archeological determinations and therefore any effort related to archeological work has been excluded from this agreement.

Design Meetings

A+E will meet at reasonable and customary intervals to provide a close liaison with the OWNER and any recognized authorities having jurisdiction in regard to the engineering phases of this project. The following meetings have been included in this scope of work:

1. One (1) 90% meeting

Construction Phase Services

Bid Phase Services

A+E will provide the following support services to assist the OWNER in obtaining bids from contractors. The bid period for this project is anticipated to be 21 consecutive calendar days (three (3) weeks) or less to allow bidders adequate time to become familiar with the work. A+E will provide the following assistance:

1. Prepare one (1) Advertisement for Bids and submit this directly to the OWNER for distribution. It is assumed that the OWNER will be responsible for bid document copy and distribution and therefore this has not been included in this scope of work. The cost of the advertisement for bids will be paid for by the OWNER.
2. Conduct one (1) Pre-bid meeting with interested contractors, representatives of A+E and the OWNER. The bidders general and technical questions with the OWNERS responses will be published in the form of an addendum no later than five (5) consecutive calendar days before the bid date.
3. Attend one (1) bid opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements confirm math and tabulate results. Based upon the review, A+E will make a written recommendation to the OWNER for award of the contract.
4. Upon acceptance of the contractor by the OWNER, A+E will prepare five (5) copies of the contract document and drawings for agreement execution by the OWNER and the selected contractor.

Construction Contract Administration

Throughout the construction period, A+E will act as the OWNER's representative and liaison to the Contractor as defined and authorized under the Construction Contract Documents. As the OWNER's representative, A+E will provide the following services:

1. Conduct one (1) Preconstruction meeting with the OWNER and the Contractor
2. Review submittals for general conformance with the design plans and specifications. Submittals will be required for estimated work and payment schedules, and specified equipment and materials. The Contractor is responsible for the means and methods of completing all of the work, and all safety programs.
3. Prepare Change Orders for review and approval by the Contractor and OWNER, as necessary.
4. Review payment requisitions as submitted by the Contractor and make recommendations to the OWNER for approval.
5. Coordinate and attend regular project meetings with representatives of the OWNER and monthly meetings with the Contractor and OWNER. A total of four (4) contractor meetings have been budgeted in this scope of work.
6. Substantial/Final Completion review.
7. Project close-out

Resident Project Representative (RPR)

Throughout the active construction period, A+E will provide RPR services to assist the OWNER in reviewing the work of the contractor. The RPR services will include the following:

1. Conduct on-site observations of the work to determine if it is in accordance with the Contract Documents.
2. Interpret the Contract Documents to address questions raised by the Contractor.
3. Make recommendations to the OWNER regarding work not meeting the requirements of the Contract Documents.
4. Witness equipment and material testing, and determine compliance with Contract Documents.
5. Prepare regular field reports to document progress of the work.
6. Attend Substantial and final completion inspections and prepare detailed punch lists for work remaining to be completed or corrected by the Contractor.
7. The budget assumes the following services throughout the active on-site work period for construction estimated at a total of two (2) weeks:
 - A. Full-time RPR services estimated at 40 hours per week for two (2) weeks (80 man hours)

GREEN PARK:

Description

The OWNER has received FEMA funding for returning Green Park to pre-disaster conditions. This project is a priority for FEMA as it is considered a "large" project and requires administrative close-out. FEMA has obligated \$188,645.80 for this project. A portion of the work included in the original scope of work lies on private property, therefore the scope and cost as prepared for this project will require revision and approval by FEMA prior to any work being completed. The rehabilitation work at Green Park generally consists of the following:

- Rebuild stone retaining wall
- Fill washed out area behind stone retaining wall
- Rip-Rap/Armor bank wash-out on south side of property
- Repair/replace damaged stormdrain
- Reinstall underground electric conduit to Gazebo
- Reinstall brick pavers from Route 7 to and around Gazebo
- Potential Gazebo repairs

The work listed above will be completed as funding allows. This project has been given the FEMA designation of PA-01-VT-4022-PW-02876(0).

FEMA Requirements

A+E will prepare a revised scope and cost estimate based on changes that have occurred since the original FEMA determination. A+E will work with FEMA to prepare, submit, and address any comments related to the formal cost estimate and scope form required by FEMA.

A+E will prepare and submit to FEMA a formal time extension for expending the FEMA obligated funding. It is expected that the requested extension will establish a new "project completion date" as September 30, 2015. A+E will prepare any necessary documents required for FEMA approval of the specified work.

Basic Services – Final Design

Field Survey

A+E shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for the preparation of the final design and contract drawings for the project. The field survey will establish semi-permanent survey control and horizontal and vertical control points within the project site. One (1) full day of topographical field survey and one (1) full day of field edits is budgeted to document the existing conditions at the site. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate. This field survey excludes any required boundary surveys to determine the existing property lines. The OWNER will make arrangements for a boundary survey of Green Park.

Preparation of Final Design Plans and Specifications

A+E will make engineering investigations as are necessary and will compile such data as required for the design drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for the project. Specific tasks include:

1. General layout, details, specifications, and contract forms complete and ready for bid solicitation for reconstructing the Park to pre-disaster conditions.
2. The design shall include the following:
 - A. Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
 - B. The plan will include existing/proposed features and general information for the contractor to complete the work necessary including material requirements. The profile will include the existing grade along the centerline of the proposed improvements (as necessary) and the approximate elevations of the existing utilities at the points of intersection.

- C. Basic "front-end" documents to make a set of construction contract documents suitable for public bidding purposes which will include but not be limited to the following: Advertisement for Bids, Information for Bidders, Bid Form, Contract Form, General and Supplemental General Conditions, and Special Conditions.
- D. Two (2) copies of the final design drawings will be submitted to the OWNER for review. Review comments will be addressed and incorporated into the final design. A PDF copy of the final design documents will be provided to the OWNER upon completion.

Opinion of Probable Construction Cost and Schedule

A+E will prepare an opinion of probable construction cost and total project cost based on the final drawings and specifications. A general schedule for the construction phase of the work will also be furnished as part of the scope revisions required by FEMA.

Special Service – Permitting

A+E will identify all necessary permits for this project during the design phase. It is assumed that all permit fees will be paid for directly by the OWNER and have not been included in this scope of work. It is anticipated that the following permits or write-offs will be required for this project:

1. Stormwater General Permit – Notice of Intent (Low Risk)
2. Stream Alteration Permit

It is assumed that this area has been previously disturbed and will not require any archeological determinations and therefore any effort related to archeological work has been excluded from this agreement.

Design Meetings

A+E will meet at reasonable and customary intervals to provide a close liaison with the OWNER and any recognized authorities having jurisdiction in regard to the engineering phases of this project. The following meetings have been included in this scope of work:

1. One (1) Kick-off meeting
2. One (1) 90% meeting

Construction Phase Services

Bid Phase Services

A+E will provide the following support services to assist the OWNER in obtaining bids from contractors. The bid period for this project is anticipated to be 21 consecutive calendar days (three (3) weeks) or less to allow bidders adequate time to become familiar with the work. A+E will provide the following assistance:

1. Prepare one (1) Advertisement for Bids and submit this directly to the OWNER for distribution. It is assumed that the OWNER will be responsible for bid document copy and distribution and therefore this has not been included in this scope of work. The cost of the advertisement for bids will be paid for by the OWNER.
2. Conduct one (1) Pre-bid meeting with interested contractors, representatives of A+E and the OWNER. The bidders general and technical questions with the OWNERS responses will be

published in the form of an addendum no later than five (5) consecutive calendar days before the bid date.

3. Attend one (1) bid opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements confirm math and tabulate results. Based upon the review, A+E will make a written recommendation to the OWNER for award of the contract.
4. Upon acceptance of the contractor by the OWNER, A+E will prepare five (5) copies of the contract document and drawings for agreement execution by the OWNER and the selected contractor.

Construction Contract Administration

Throughout the construction period, A+E will act as the OWNER's representative and liaison to the Contractor as defined and authorized under the Construction Contract Documents. As the OWNER's representative, A+E will provide the following services:

1. Conduct one (1) Preconstruction meeting with the OWNER and the Contractor
2. Review submittals for general conformance with the design plans and specifications. Submittals will be required for estimated work and payment schedules, and specified equipment and materials. The Contractor is responsible for the means and methods of completing all of the work, and all safety programs.
3. Prepare Change Orders for review and approval by the Contractor and OWNER, as necessary.
4. Review payment requisitions as submitted by the Contractor and make recommendations to the OWNER for approval.
5. Coordinate and attend regular project meetings with representatives of the OWNER and monthly meetings with the Contractor and OWNER. A total of four (4) contractor meetings have been budgeted in this scope of work.
6. Substantial/Final Completion review and project close-out

Resident Project Representative (RPR)

Throughout the active construction period, A+E will provide RPR services to assist the OWNER in reviewing the work of the contractor. The RPR services will include the following:

1. Conduct on-site observations of the work to determine if it is in accordance with the Contract Documents.
2. Interpret the Contract Documents to address questions raised by the Contractor.
3. Make recommendations to the OWNER regarding work not meeting the requirements of the Contract Documents.
4. Witness equipment and material testing, and determine compliance with Contract Documents.
5. Prepare regular field reports to document progress of the work.
6. Attend Substantial and final completion inspections and prepare detailed punch lists for work remaining to be completed or corrected by the Contractor.
7. The budget assumes the following services throughout the active on-site work period for construction estimated at a total of two (2) weeks:

Full-time RPR services estimated at 40 hours per week for two (2) weeks (80 man hours)

BRIGGS LANE:

Description

The OWNER has received FEMA funding for returning Briggs Lane to pre-disaster conditions. The OWNER currently has an approved and PE stamped final design for this work prepared by CLD Consulting Engineers, however there have been changes to this design due to the on-going design of the Route 7 Segment 6 Project. Furthermore, the properties have changed hands and the owners have plans to restore the buildings that are adjacent to Briggs Lane. Given the future work on Briggs Lane associated with the Route 7 Segment 6 project and adjacent property owners, the OWNER would like to repair the sewer, regrade the road and install a suitable subbase and top course of gravel. The work at Briggs Lane generally consists of the following:

Rehabilitation of Briggs Lane

- Repair the Briggs Lane Sewer
- Regrade
- Repair the damaged travel way with a suitable subbase and top course of gravel

This project has been given the FEMA designation of PA-01-VT-4022-PW-02655(0).

Construction Phase Services

Bid Phase Services

A+E will provide the following support services to assist the OWNER in obtaining bids from contractors. The bid period for this project is anticipated to be 21 consecutive calendar days (three (3) weeks) or less to allow bidders adequate time to become familiar with the work. A+E will provide the following assistance:

1. Prepare one (1) bid solicitation packages to include but not be limited to: Advertisement for Bids, Information for Bidders, Bid Form, Contract Form, General and Supplemental General Conditions, and Special Conditions.
2. Prepare one (1) Advertisement for Bids and submit this directly to the OWNER for distribution. It is assumed that the OWNER will be responsible for bid document copy and distribution and therefore this has not been included in this scope of work. The cost of the advertisement for bids will be paid for by the OWNER.
3. Conduct one (1) Pre-bid meeting with interested contractors, representatives of A+E and the OWNER. The bidders general and technical questions with the OWNERS responses will be published in the form of an addendum no later than five (5) consecutive calendar days before the bid date.
4. Attend one (1) bid opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements confirm math and tabulate results. Based upon the review, A+E will make a written recommendation to the OWNER for award of the contract.
5. Upon acceptance of the contractor by the OWNER, A+E will prepare five (5) copies of the contract document and drawings for agreement execution by the OWNER and the selected contractor.

Construction Contract Administration

Throughout the construction period, A+E will act as the OWNER's representative and liaison to the Contractor as defined and authorized under the Construction Contract Documents. As the OWNER's representative, A+E will provide the following services:

1. Conduct one (1) Preconstruction meeting with the OWNER and the Contractor
2. Review submittals for general conformance with the design plans and specifications. Submittals will be required for estimated work and payment schedules, and specified equipment and materials. The Contractor is responsible for the means and methods of completing all of the work, and all safety programs.
3. Prepare Change Orders for review and approval by the Contractor and OWNER, as necessary.
4. Review payment requisitions as submitted by the Contractor and make recommendations to the OWNER for approval.
5. Coordinate and attend regular project meetings with representatives of the OWNER and monthly meetings with the Contractor and OWNER. A total of two (2) contractor meetings have been budgeted in this scope of work.
6. Substantial/Final Completion review and project close out

Resident Project Representative (RPR)

Throughout the active construction period, A+E will provide RPR services to assist the OWNER in reviewing the work of the contractor. The RPR services will include the following:

1. Conduct on-site observations of the work to determine if it is in accordance with the Contract Documents.
2. Interpret the Contract Documents to address questions raised by the Contractor.
3. Make recommendations to the OWNER regarding work not meeting the requirements of the Contract Documents.
4. Witness equipment and material testing, and determine compliance with Contract Documents.
5. Prepare regular field reports to document progress of the work.
6. Attend Substantial and final completion inspections and prepare detailed punch lists for work remaining to be completed or corrected by the Contractor.
7. The budget assumes the following services throughout the active on-site work period for construction estimated at a total of one (1) weeks:

Full-time RPR services estimated at 40 hours per week for one (1) weeks (40 man hours)

COBB HILL:

Description

The OWNER has received FEMA funding for returning the "Bridge" on Cobb Hill to pre-disaster conditions. The OWNER has only received funding for engineering design and not for construction of this work. The work at Cobb Hill generally consists of the following:

Rehabilitation of Cobb Hill "Bridge"

- Hydraulic evaluation of the existing area to determine/verify Q10, Q25, Q50, Q100 flows
- Identification of alternative "bridge" replacements options
- Evaluation of "bridge" replacement impacts

- Recommendation and selection of a "bridge"
- Design of the selected "bridge" replacement

This project has been given the FEMA designation of PA-01-VT-4022-PW-03001(0).

FEMA Requirements

A+E will prepare and submit to FEMA a formal time extension for expending the FEMA obligated funding. It is expected that the requested extension will establish a new "project completion date" as September 30, 2015. A+E will prepare any necessary documents required for FEMA approval of the specified work.

Basic Services – Final Design

Field Survey

A+E shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for the preparation of the final design and contract drawings for the project. The field survey will establish semi-permanent survey control and horizontal and vertical control points within the project site. One (1) full day of topographical field survey and one (1) full day of field edits is budgeted to document the existing conditions at the site. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate. This field survey excludes any required boundary surveys to determine the existing property lines.

Hydraulic and Hydrologic Analysis

A+E will complete a hydraulic and hydrologic analysis of the Cobb Hill "Bridge". This evaluation shall include but not be limited to the identification/calculation of the Q10, Q25, Q50, Q100 flows, headwater depths, waterway opening required for each scenario. This evaluation will require the delineation of the watershed area contributing to the Cobb Hill "Bridge" which will also be completed as part of this scope.

Preparation of Final Design Plans and Specifications

A+E will make engineering investigations as are necessary and will compile such data as required for the design drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for replacing the "Bridge" to pre-disaster conditions.
2. The design shall include the following:
 - A. Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
 - B. The plan and profile shall be at a horizontal and vertical scale will be 1" = 20' and 1" = 2', respectively. Specific information on the plans shall include but not be limited to: roadway and driveway limits, house locations, street addresses, existing utilities and service lines (derived from as-built locations and "Dig Safe"), existing test boring locations, trees, approximate right-of-way locations, street names, walls, stairs, streams/rivers, and any other appurtenant existing features. The profile will include the existing grade along the centerline of the proposed improvements (as necessary) and the approximate elevations of the existing utilities at the points of intersection.
 - C. Technical specifications for the civil and site components of the project will be prepared and provided in the CSI 16 Division format.

- D. Technical specifications will be supplemented with the Town required "front-end" documents to make a set of construction contract documents suitable for public bidding purposes which will include but not be limited to the following: Advertisement for Bids, Information for Bidders, Bid Form, Contract Form, General and Supplemental General Conditions, Special Conditions, Technical Specifications.
- E. Two (2) copies of the final design drawings will be submitted to the OWNER for review. Review comments will be addressed and incorporated into the final design. A PDF copy of the final design documents will be provided to the OWNER upon completion.

Opinion of Probable Construction Cost and Schedule

A+E will prepare an opinion of probable construction cost and total project cost based on the final drawings and specifications. A general schedule for the construction phase of the work will also be furnished. The schedule shall identify the following for which the construction work duration is based: Execution of the Notice to Proceed, field work commencement, field work seasonal stoppage/start-up (if applicable), and substantial and/or final completion of work.

Special Service – Permitting

A+E will identify all necessary permits for this project during the design phase. It is assumed that all permit fees will be paid for directly by the OWNER and have not been included in this scope of work. It is anticipated that the following permits or write-offs will be required for this project:

1. Stormwater General Permit – Notice of Intent (Low Risk)
2. Stream Alteration Permit
3. Wetlands Permit

It is assumed that this area has been previously disturbed and will not require any archeological determinations and therefore any effort related to archeological work has been excluded from this agreement.

Design Meetings

A+E will meet at reasonable and customary intervals to provide a close liaison with the OWNER and any recognized authorities having jurisdiction in regard to the engineering phases of this project. The following meetings have been included in this scope of work:

1. One (1) Kick-off meeting
2. One (1) 90% meeting

MEETINGS

Additional meetings may be necessary above and beyond what is included under the various items above. All efforts will be made by A+E to schedule meetings that coincide with trips for other tasks and that encompass multiple tasks across the various projects described above. For this purpose we are including the following meetings to be used only if necessary:

Meetings with FEMA

Up to four (4) additional meetings with FEMA have been budgeted to review proposals, scope changes, preliminary and proposed design layouts/plans, review and select alternatives, etc.

Selectboard Meetings

Up to four (4) additional meetings with the Selectboard have been budgeted to provide updates, present project alternatives, request concurrence for proceeding to milestones, etc.

ADDITIONAL SERVICES

The following services are not included in the scope of this Agreement, but may be provided at the request of the OWNER, upon issuance of a written Amendment to this Agreement:

1. Property and/or boundary surveys
2. Preparation of plans for recording
3. Redesigns ordered by the Owner or Regulatory Agencies after final design plans have been reviewed and accepted
4. Subsurface investigations including soil borings
5. Easement Assistance
6. Permitting Assistance (other than that described above)
7. Other special services not identified herein, but which may become necessary at a later date.

End of Attachment No. 1

ATTACHMENT NO. 2

EXPENSE SHEET

Hourly rates for services rendered shall be invoiced as set forth in the Agreement. A schedule of billing rates for ENGINEER's personnel are as follows:

Labor Classification	Personnel	Billing Rate
Project Principal	Wayne Elliott, PE	\$145.00
Project Manager	Jason Booth, PE	\$95.00
Senior Engineer	Andy Legg, PE	\$85.00
Staff Engineer	Rachel Marvin	\$75.00
Staff Technician/CADD	Joshua Nelson	\$67.00
Administrative	Jenn Hussey	\$50.00

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

- Subconsultants @ cost
- Outside Vendors @ cost

Travel Related Expenses:

- Auto Travel (to include gas and other service charges) @ current GSA rate/mile
- Other Travel (to include air fares, rentals, tolls, etc.) @ cost
- Meals & Lodging @ cost

Reproduction Expenses (provided in-house):

- Reproductions (provided in-house)
 - 8-1/2 x 11 one sided copy @ \$0.08/each
 - 8-1/2 x 11 two sided copy @ \$0.12/each
 - 24 x 36 copy @ \$2.00/each
 - 36 x 48 copy @ \$3.00/each
 - mylar or velum plots @ \$8.00/each

Administrative Expenses:

- Postage @ cost
- Shipping @ cost
- Other administrative Expenses @ cost

End of Attachment No. 2

ATTACHMENT NO. 3

TERMS AND CONDITIONS

1. **Extent of Agreement:** This Agreement comprises the final and complete agreement between the OWNER and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the OWNER and the ENGINEER.
2. **Standard of Care:** The standard of care for all services provided by the ENGINEER under this Agreement will be the care and skill ordinarily provided by professional engineers under similar circumstances at the same time, in the same locality, under similar conditions.
3. **Billings/Payments:** Invoices will be submitted to the OWNER monthly for services and expenses, in the ENGINEER's standard format and are due upon receipt, unless other mutually satisfactory written arrangements have been made between the OWNER and the ENGINEER. In the event any portion of an invoice remains unpaid sixty (60) days after the invoice date, the invoice shall be considered past due and the OWNER shall pay a finance charge in the amount of 1.5% per month on unpaid balances, as well as the ENGINEER's collection costs, including reasonable attorney's fees. In the event of a past due invoice, the ENGINEER may suspend the performance of services upon written notice, without liability whatsoever to the OWNER. In the event any portion of an invoice remains unpaid ninety (90) days after the invoice date, the ENGINEER may terminate the Agreement, without further notice and without liability whatsoever to the OWNER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER and payment is due regardless of suspension or termination of the Agreement by either party.
4. **Termination:** This Agreement may be terminated upon ten (10) calendar days written notice by either party. In the event of termination, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.
5. **Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to additional compensation and schedule adjustment. Additional services will not be provided, nor additional compensation invoiced, without the OWNER's prior authorization to proceed.
6. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
7. **Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
8. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence and expediency consistent with sound professional practices. However, the ENGINEER and OWNER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be performed under this Agreement. The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control and consequently, the OWNER agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Agreement for such a delay. When such a delay occurs, the ENGINEER's schedule and fees shall be equitably adjusted in accordance with the Additional Services provision of this Agreement.
9. **Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by laws, codes and regulations newly enacted after this date shall entitle the ENGINEER to an adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

10. **Information Provided by Others:** The OWNER shall furnish (at the OWNER's expense) all information, requirements, reports, data, surveys and instructions required by this Agreement. The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
11. **Governing Law:** The OWNER and the ENGINEER agree that all claims and disputes arising out of or in any way connected to this Agreement, its validity, interpretation, performance and remedies for breach of contract, shall be governed by the laws of the State of Vermont.
12. **Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the ENGINEER's negligent acts or omissions under this Agreement. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts or omission in connection with the Project, including the acts of its contractors, subcontractors, consultants or others for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
13. **Attorney's Fees:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney's fees and other related expenses. In the event of a non-adjudicated settlement of litigation between the parties or the resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.
14. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
15. **Risk Allocation:** To the maximum extent permitted by law, the ENGINEER's total liability to the OWNER for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the ENGINEER's fees or \$100,000.00, whichever is greater. Such causes include, but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
16. **Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).
17. **Ownership of Documents:** All documents produced by the ENGINEER under this Agreement, both written and electronic, shall remain the property of the ENGINEER, including all copyrights.
18. **Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications, reports or other documents provided under this Agreement, without prior written approval by the ENGINEER, such unauthorized changes shall be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to release the ENGINEER from any liability and indemnify and hold harmless the ENGINEER, from any claims arising from the use or results of such changes.
19. **Reuse of Documents:** All documents produced under this Agreement, both written and electronic shall be used solely for purposes directly related to the project under which they were performed. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on an extension of the project or on any other project. Any such reuse without written verification or adaptation by the ENGINEER, will be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to indemnify and hold harmless the ENGINEER, against all damages, liabilities or costs, arising from any such reuse of documents.

20. **Electronic Files:** The OWNER acknowledges that differences may exist between electronic files and the printed hard-copy documents delivered by the ENGINEER. In the event of such a conflict, the hard-copy documents shall govern. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files and the OWNER will indemnify and hold harmless the ENGINEER from all claims arising from use or reuse of the electronic files.
21. **Access to Site:** The OWNER shall provide for the ENGINEER's right to enter the site in order for the ENGINEER to fulfill the scope of services included hereunder. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of the ENGINEER under this Agreement.
22. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the identification and assumed locations of underground utilities and other improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with an ordinary and reasonable standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground utilities and other improvements resulting from subsurface penetration locations established by the ENGINEER.
23. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
24. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of services, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
25. **Contractor's Responsibility:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor (and any other agent of the OWNER) of their obligations, duties and responsibilities to complete the work in conformance with their agreement with the OWNER. The ENGINEER and its personnel have no authority to exercise any control over any Construction Contractor (and any other agent of the OWNER) or their employees in connection with their work including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the work of construction and any health or safety precautions either appropriate or required by any regulatory agencies to maintain job-site safety. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the ENGINEER shall be indemnified against any claims resulting from actions or inactions of the Construction Contractor (and any other agent of the OWNER) and shall be made an additional named insured under the Construction Contractor's general liability insurance policy.
26. **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.
27. **Titles:** The titles used in this Agreement are for general reference only and are no part of the Agreement.

End of Attachment No. 3

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is made this ____ day of June 2014, between the Town of Brandon, a municipal corporation existing by and under the laws of the State of Vermont, herein referred to as "Town", and DarWin Dynamic Solutions LLC, herein referred to as "Consultant".

Whereas, the Town of Brandon Select Board met and discussed consultant services to assist with the Town's economic development efforts on June 12, 2014, and

Whereas, the Consultant represents that he is qualified to provide consulting services to assist with economic development efforts, including: provide economic development labor, create an Economic Development Strategic Plan, and engage the public to garner input and offer suggestions, as described in the Consultant's Proposal of June 12, 2014.

For the reasons set forth above, and in the consideration of mutual covenants contained herein, Town and Consultant agree as follows:

DUTIES

I. Consultant Responsibilities:

The Consultant shall assist the Town with the services as described in the Consultant's Proposal and summarized as follows:

- A. Provide Economic Development Labor:** The Consultant will: (1) Assist local businesses with economic endeavors; (2) If determined by the Town and local stakeholders as useful, create a Local Development Committee; (3) Identify, contact and attempt to attract new commercial enterprises into Brandon; (4) Meet with local building and property owners to encourage investment in the community; (5) Identify, contact and attempt to attract new developers into Brandon.
- B. Economic Development Strategic Plan (EDSP):** The Consultant will research the economic climate of Brandon, create and commence implementation on an Economic Development Strategic Plan. The EDSP will include, but will not be limited to the following sections: (1) Introduction and purpose; (2) Area overview, including census data; (3) Existing and prospective projects; (4) Infrastructure, existing and opportunities; (5) State and local economic development tools and incentives; (6) Demographics, economic conditions and predictions; (7) Potential target niches, and; (8) Implementation activities and timeline.
- C. Deliverables and Timeline.** The Consultant will perform the aforementioned Consultant Responsibilities in a timely fashion. All work on this contract will be completed by December 31, 2014.

The Consultant shall be under the direction of the Town Select Board and the Municipal Manager.

II. Town Responsibilities:

The Town will be responsible for the following:

- A. The Town will support and assist as appropriate the Consultant in economic development activities and initiatives, including: (1) Sponsor and publicize meetings with the Consultant and general public as needed to solicit public input, and; (2) Fully consider municipal legislation presented by the Consultant that promotes economic development activity (i.e. tax stabilization policy, EDSP, etc.).
- B. The Town will make available to the Consultant, at Town expense, relevant information, data, maps, reports, plans, bylaws or ordinances as requested. All materials belonging to the Town will be returned.
- C. The Town will cooperate with the Consultant without charge in carrying out planning tasks. This shall include but not be limited to:
 - assisting in the verification of documents and information;
 - making photocopies of reports and/or drafts prepared for distribution; and
 - providing available reports, studies, maps, data, bylaws and/or ordinances as requested.
- D. The Town will hold the Consultant harmless for any liabilities resulting from inaccurate or incomplete information provided by the Town and other third parties.
- E. The Town will review all materials, including the EDSP and associated documents prepared by the Consultant, within 10 days of receipt from the Consultant in order to ensure project completion during the period specified under this Agreement.

GOVERNING LAW

The Consultant agrees to abide by the following laws and regulation and to make all non-confidential records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

- 1) Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, religion, or national origin;
- 2) Title VI of the Civil Rights Act of 1964, as amended;
- 3) The Contract Work Hours and Safety Standards Act;
- 4) Title I of the Housing and Community Development Act of 1974, as amended;
- 5) The Copeland Anti-Kickback Act;

- 6) The Vermont Community Development Act;
- 7) The National Environmental Policy Act (NEPA);
- 8) additional citations as applicable.

Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected or appointed official of the Town of Brandon or other pertinent party may obtain a personal or financial interest or benefit from, or have an interest in, this contract or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the project or are in a position to participate in a decision-making process or gain inside information with regard to the project.

Delays

The Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of the Consultant. If delays in the performance of services by the Consultant or the provision of deliverables to the Town are expected, regardless of cause, the Consultant shall notify the Town and in writing of such delay, explaining the cause for the delay, the remedy of the cause, and shall provide a new schedule to the Town. The Town reserves its right to investigate the causes for the delay and Consultant shall be responsible for delays to the extent caused by Consultant's negligence.

Hold Harmless

The Contractor agrees to defend, indemnify and hold the Town harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the contract. Each subcontractor is acting in the capacity of an independent Contractor with respect to the Town. The Contractor further agrees to protect, defend and indemnify the Town from any claims by subcontractors for unpaid work or labor performed or in connection with the contract.

Assignment of Contract

The Contractor agrees not to assign the contract without the written consent of the Town.

Change Orders

The Contractor agrees not to make any changes in the schedule or parameters of the project without written authorization by the Town.

COMPENSATION

In consideration for the work outlined above, the Town shall pay the Consultant \$10,000.00 paid in two \$5000 increments, the first after 50 hours of economic development service and the final payment after the contract is completed. The Town agrees that it has appropriated and allocated the above sum solely to compensate Consultant for services properly performed in accordance with this Agreement.

TERMS OF CONTRACT

The work outlined in this contract shall be completed by December 31, 2014. The scope of the work and compensation can be altered by execution of an amendment to this contract, signed by the Town and the Consultant.

TOWN OF BRANDON

Robin Bennett, Municipal Manager

Witness

CONSULTANT

Darren Winham, DarWin Dynamic Solutions LLC

Witness

07/11/14

TOWN OF BRANDON Accounts Payable

Page 1 of 3

02:19 pm

Check Warrant Report # Prior FY Invoices

Luanne

All Invoices For Check Acct 01(10 General Fund) 06/30/14 To 06/30/14

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
200263	ALDRICH & ELLIOTT, PC	06/02/14 Adj. RT7 Waterline Inv 74859 (B)	46-5-50-20241 Contractors-RT 7 Water	21227.02	38973	07/14/14
200263	ALDRICH & ELLIOTT, PC	07/01/14 Phase 1 Project 74956	20-5-45-20120 Engineering	2142.36	38973	07/14/14
310386	BELL, CINDY	07/09/14 bca meeting 6-17-14 6-17-14	10-5-13-10100 Board of Civil Authority	25.00	38974	07/14/14
100280	BRANDON LUMBER & MILLWORK	06/30/14 480091/3	10-5-15-41160 Maint. Supplies-Vehicles	6.00	38975	07/14/14
100051	CARR, BERNIE	07/09/14 counter 6/24 revote 6-24-14	10-5-13-10100 Board of Civil Authority	20.00	38976	07/14/14
100592	CHAMPLAIN OIL COMPANY INC	06/30/14 gas CL147005	10-5-15-41130 Fuel - Vehicles	106.95	38977	07/14/14
100592	CHAMPLAIN OIL COMPANY INC	06/30/14 gas CL147006	10-5-14-41130 Fuel - Vehicles	1563.00	38977	07/14/14
300674	CHEMICAL SOLUTIONS INC	06/30/14 calcium chloride flake 250878	10-5-15-46150 Chloride	9240.00	38978	07/14/14
100425	CLIFFORD, SETH R	07/09/14 6-17 bca meeting 6-17-14	10-5-13-10100 Board of Civil Authority	25.00	38979	07/14/14
310097	COMCAST	07/10/14 MAY & JUNE PHONE HW JUNE	10-5-15-30131 Telephone Expenses	109.04	38980	07/14/14
310097	COMCAST	07/10/14 june phones ww WW JUNE	20-5-55-30131 Telephone Expenses	113.23	38981	07/14/14
100494	ENDYNE INC	06/30/14 testing 148618	20-5-55-22120 Testing	22.00	38982	07/14/14
100494	ENDYNE INC	07/02/14 June 19th testing 148844	20-5-55-22120 Testing	90.50	38982	07/14/14
100860	ENGLISH, CARROLL & BOE, P	07/09/14 revolving loan fund matte 26453	10-5-10-21110 Legal Services	140.00	38983	07/14/14
100860	ENGLISH, CARROLL & BOE, P	07/09/14 atwood appeal 26454	10-5-12-21111 Legal Services - zoning	235.80	38983	07/14/14
300965	FAIVRE, LOUIS	07/09/14 bca and polls June JUNEC 2014	10-5-13-10100 Board of Civil Authority	145.00	38984	07/14/14
300187	FLORENCE CRUSHED STONE	06/30/14 stone 219923	10-5-15-46140 Gravel	309.06	38985	07/14/14
310258	FRANKIEWICZ, MIKE	07/09/14 counter 6-24 revote 6-24-14	10-5-13-10100 Board of Civil Authority	20.00	38986	07/14/14
100725	GREEN MOUNTAIN GARAGE	05/29/14 windshield wash 052661	10-5-14-41160 Maint. Supplies-Vehicles	6.81	38987	07/14/14
100725	GREEN MOUNTAIN GARAGE	06/17/14 nuts/bolts for swings 053721	10-5-18-60070 Estabrook Fundraising	15.91	38987	07/14/14
100725	GREEN MOUNTAIN GARAGE	06/25/14 inspection of pick-up 054221	10-5-15-41160 Maint. Supplies-Vehicles	30.00	38987	07/14/14
200322	HOWARD P FAIRFIELD, LLC	07/07/14 tractor rental 0001483	10-5-15-44120 Roadside Mowing	5600.00	38988	07/14/14
310401	JOHNSON, KATHLEEN	07/09/14 6/17 & 6/24/14 JUNE 2014	10-5-13-10100 Board of Civil Authority	45.00	38989	07/14/14
100853	KEITH'S II SPORTS, LTD	07/10/14 jr softballs 789112	10-5-18-30070 Little League Expenses	45.00	38990	07/14/14
310434	LEGACY GLASS INC	07/01/14 windshield repair 8675	10-5-15-41180 Outside Maint. - Vehicles	65.00	38991	07/14/14

07/11/14

TOWN OF BRANDON Accounts Payable

Page 2 of 3

02:19 pm

Check Warrant Report # Prior FY Invoices

Luanne

All Invoices For Check Acct 01(10 General Fund) 06/30/14 To 06/30/14

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100971	07/01/14	repairs/inspection 8698	10-5-14-41180 Outside Maint. -Vehicles	74.75	38992	07/14/14
300964	07/09/14	paint for town hall 45943	10-5-18-20210 Rec Contractors	33.27	38993	07/14/14
300146	07/10/14	repairs to t/hall sink 178960	10-5-18-20210 Rec Contractors	601.11	38994	07/14/14
310322	07/07/14	June trucking of sludge 135	20-5-55-50160 Sludge Disposal	1930.50	38995	07/14/14
100149	06/30/14	uniform maintenance JUNE2014	10-5-14-10320 Clothing Allowance	40.50	38996	07/14/14
100201	07/09/14	counter 6-24-14 6-24-14	10-5-13-10100 Board of Civil Authority	20.00	38997	07/14/14
300966	07/09/14	polls and ballott deliver JUNE 2014	10-5-13-10100 Board of Civil Authority	140.00	38998	07/14/14
330423	07/09/14	counter 6-24-14 revote 6-24-14	10-5-13-10100 Board of Civil Authority	20.00	38999	07/14/14
300028	07/09/14	june meetings and polls JUNE 2014	10-5-13-10100 Board of Civil Authority	85.00	39000	07/14/14
310428	07/11/14	tax abatement JUNE 2014	10-2-00-02120 Anticipated Tax Credits	1949.60	39001	07/14/14
300710	07/09/14	counter 6-24 revote JUNE 2014	10-5-13-10100 Board of Civil Authority	20.00	39002	07/14/14
300661	07/09/14	counter 6-24 revote JUNE 2014	10-5-13-10100 Board of Civil Authority	20.00	39003	07/14/14
100493	07/09/14	copies grant proposal 2651	10-5-17-71300 Rut. Regional Commission	219.95	39004	07/14/14
310429	07/09/14	personnel issue 23921	10-5-10-21110 Legal Services	5456.80	39005	07/14/14
100729	07/09/14	april-june weddings JUNE 2014	10-5-13-30121 Marriage License Expense	595.00	39007	07/14/14
330348	07/09/14	june cell pd JUNE PD	10-5-14-20233 Portable Radios	26.70	39008	07/14/14
100146	07/09/14	Add ins roder WW RODER	20-5-55-61110 Insurance Expenses	40.00	39009	07/14/14
100048	07/09/14	polls 6-24 revote JUN 2014	10-5-13-10100 Board of Civil Authority	130.00	39010	07/14/14

07/11/14

02:19 pm

TOWN OF BRANDON Accounts Payable

Page 3 of 3

Check Warrant Report # Prior FY Invoices

Luanne

All Invoices For Check Acct 01(10 General Fund) 06/30/14 To 06/30/14

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
--------	--------------	---------------------------------------	---------	----------------	-----------------	---------------

Report Total

52750.86

Joan Thomas \$165 sube
previous year

9 165.00
52 915.86 ✓
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 \$ ****52,750.86
Let this be your order for the payments of these amounts.

07/11/14

TOWN OF BRANDON Accounts Payable

Page 1 of 1

01:53 pm

Check Warrant Report # Prior FY Invoices For Fund (20 Sewer Fund)

Luanne

All Invoices For Check Acct 01 (10 General Fund) 06/30/14 To 06/30/14 & Fund 20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
200263	07/01/14	ALDRICH & ELLIOTT, PC Phase 1 Project 74956	20-5-45-20120 Engineering	2142.36	38973	07/14/14
310097	07/10/14	COMCAST june phones ww WW JUNE	20-5-55-30131 Telephone Expenses	113.23	38981	07/14/14
100494	06/30/14	ENDYNE INC testing 148618	20-5-55-22120 Testing	22.00	38982	07/14/14
100494	07/02/14	ENDYNE INC June 19th testing 148844	20-5-55-22120 Testing	90.50	38982	07/14/14
310322	07/07/14	MIKE HANCE TRUCKING INC June trucking of sludge 135	20-5-55-50160 Sludge Disposal	1930.50	38995	07/14/14
100146	07/09/14	VLCT PACIF Add ins roder WW RODER	20-5-55-61110 Insurance Expenses	40.00	39009	07/14/14
Report Total				4338.59		

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 \$ *****4,338.59

Let this be your order for the payments of these amounts.

This is the wastewater break out for the June 30th warrant and is included in the full 30th warrant. Because there were so many warrants dated the 30th I was unable break out the general warrant. Sorry Luanne

06/27/2014

TOWN OF BRANDON Accounts Payable

Page 1 of 1

02:42 pm

Check Warrant Report # Next FY Invoices

Luanne

For checks For Check Acct 01(10 General Fund) 06/23/2014 To 06/23/2014

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310097	COMCAST	JULY LISTERS JULY LISTERS	48.97	0.00	48.97	38869	06/23/14
310177	COTT SYSTEMS, INC.	0073115 JULY HOST FEE	200.00	0.00	200.00	38870	06/23/14
300466	DUNDON PLUMBING & HEATING INC	JULY 18830 PORTALET RENTAL	34.54	0.00	34.54	38871	06/23/14
100017	LILLY'S INSTRUMENTATION	26863-07-14 service contract FY 14/1	3000.00	0.00	3000.00	38872	06/23/14
330461	MARKOWSKI, GREG	JULY 2014 JULY RENT	2000.00	0.00	2000.00	38873	06/23/14
310389	MOBILE MINI, INC	JULY JULY PORTION OR RENT	61.12	0.00	61.12	38874	06/23/14
100788	NEW ENGLAND MUNICIPAL RESOURCE	32618 Disaster Rec. Contract	597.02	0.00	597.02	38875	06/23/14
100788	NEW ENGLAND MUNICIPAL RESOURCE	32630 CAMA Disaster Rec	562.75	0.00	562.75	38875	06/23/14
100487	TREASURER, COUNTY OF RUTLAND	JULY 14 County Tax Pay	11011.35	0.00	11011.35	38876	06/23/14
100019	VERMONT DEPT OF TAXES	14-15 Marshall & Swift 2015	238.81	0.00	238.81	38877	06/23/14
100649	VERMONT GFOA	6-2014 Annual membership	30.00	0.00	30.00	38878	06/23/14
Report Total			17,784.56	0.00	17,784.56		

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 \$ ****17,784.56

Let this be your order for the payments of these amounts.

REVISED

07/11/14

02:47 pm

TOWN OF BRANDON Accounts Payable

Page 1 of 2

Check Warrant Report # Current Next FY Invoices

Luanne

Manually Selected For Check Acct 01(10 General Fund) 07/14/14 To 07/14/14

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
330390	07/07/14	ALL SERVICE service contract AR33509	10-5-14-30130 Service Contracts	500.00	39011	07/14/14
100280	07/03/14	BRANDON LUMBER & MILLWORK trash bags K80210/3	10-5-22-43170 Trash costs-Transfer Stat	14.99	39012	07/14/14
100280	07/08/14	BRANDON LUMBER & MILLWORK trash bags K80370/3	10-5-15-42140 Maint. Supplies - Bldgs	14.99	39012	07/14/14
310049	07/07/14	BROOK FIELD SERVICES Maintenance Contract 19535	10-5-22-42150 Bldg. Repairs	419.00	39013	07/14/14
310097	07/10/14	COMCAST july phone hw HW JULY	10-5-15-30131 Telephone Expenses	73.42	39015	07/14/14
310097	07/09/14	COMCAST july phones/internet PD JULY	10-5-14-30130 Service Contracts	230.90	39016	07/14/14
101011	06/27/14	FOLEY DISTRIBUTING, INC paper towels 147355	10-5-22-42140 Maint. supplies-Bldgs.	148.86	39020	07/14/14
310212	07/09/14	GAGE, SUE cash register paper 59931892	10-5-13-30120 Professional Supplies	33.72	39022	07/14/14
330381	07/10/14	NATIONAL ASSOCIATION OF S annual membership JULY2014	10-5-14-10330 Dues & Subscriptions	40.00	39024	07/14/14
100788	07/09/14	NEW ENGLAND MUNICIPAL RES july assessment 32669	10-5-11-22140 Property Assessor	1333.33	39025	07/14/14
310141	07/10/14	NEW HORIZON COMMUNICATION pd phone july JULY PD	10-5-14-30131 Telephone Expenses	52.57	39026	07/14/14
330348	07/09/14	VERIZON WIRELESS july cell pd JULY PD	10-5-14-20233 Portable Radios	133.34	39028	07/14/14
100649	07/09/14	VERMONT GFOA annual dues Gage JULY 2014	10-5-13-10330 Dues & Subscriptions	20.00	39029	07/14/14
310435	07/11/14	VERMONT LAKE MONSTERS 22 game tickets JULY	10-5-18-30070 Little League Expenses	285.78	39030	07/14/14
300877	07/09/14	VERMONT PEST CONTROL july pest control B2208	10-5-22-42140 Maint. supplies-Bldgs.	85.00	39031	07/14/14
100067	07/10/14	VLCT fy 15 reg dues 15RD024	10-5-17-71200 VLCT	5075.00	39032	07/14/14
100146	07/10/14	VLCT PACIF quarterly PACIF JULY	10-5-15-61130 Public Works Insurance	9405.03	39033	07/14/14
100146	07/10/14	VLCT PACIF quarterly PACIF JULY	10-5-10-61110 Town Admin. Insurance	298.50	39033	07/14/14
100146	07/10/14	VLCT PACIF quarterly PACIF JULY	10-5-14-61120 Police Insurance	16316.13	39033	07/14/14
100146	07/10/14	VLCT PACIF quarterly PACIF JULY	10-5-18-61140 Recreation Insurance Exp.	1412.44	39033	07/14/14
100146	07/10/14	VLCT PACIF quarterly PACIF JULY	10-5-10-61110 Town Admin. Insurance	9259.12	39033	07/14/14
300382	07/09/14	VLCT UNEMPLOYMENT INS. TR quarterly unemployment JULY 2014	10-5-15-61140 HW Unemployment Insurance	246.21	39034	07/14/14
300382	07/09/14	VLCT UNEMPLOYMENT INS. TR quarterly unemployment JULY 2014	10-5-14-61130 PD Unemployment Insurance	484.79	39034	07/14/14
300382	07/09/14	VLCT UNEMPLOYMENT INS. TR quarterly unemployment JULY 2014	10-5-22-61110 Bldg. & Grounds Insurance	23.64	39034	07/14/14
300382	07/09/14	VLCT UNEMPLOYMENT INS. TR quarterly unemployment JULY 2014	10-5-10-61150 Unemployment Ins.-Admin	374.43	39034	07/14/14

07/11/14

TOWN OF BRANDON Accounts Payable

Page 2 of 2

02:47 pm

Check Warrant Report # Current Next FY Invoices

Luanne

Manually Selected For Check Acct 01(10 General Fund) 07/14/14 To 07/14/14

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
300382	VLCT UNEMPLOYMENT INS. TR	07/09/14	quarterly unemployment JULY 2014	10-5-18-61130 Rec. Unemployment Insuran	32.19	39034	07/14/14
300905	WELLS COMMUNICATION SERVI	07/09/14	radios and repeater 159289	10-5-14-20233 Portable Radios	48860.00	39035	07/14/14
Report Total					95173.38		

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 \$ ****95,173.38
Let this be your order for the payments of these amounts.

07/11/14

TOWN OF BRANDON Accounts Payable

Page 1 of 1

02:42 pm

Check Warrant Report # Current Next FY Invoices For Fund (20 Sewer Fund)
 All Invoices For Check Acct 01(10 General Fund) 07/14/14 To 07/14/14 & Fund 20

Luanne

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100280	07/09/14	BRANDON LUMBER & MILLWORK marking paint 480427/3	20-5-55-51310 Collection Systems	13.98	39012	07/14/14
100411	07/10/14	CIJKA, STEPHEN J postage base radio repair WW 7-9-14	20-5-55-30132 Postage Expenses	19.56	39014	07/14/14
310097	07/10/14	COMCAST july phones ww WW JULY	20-5-55-30131 Telephone Expenses	113.23	39017	07/14/14
100494	07/07/14	ENDYNE INC testing 149420	20-5-55-22120 Testing	22.00	39018	07/14/14
100615	07/08/14	FISHER SCIENTIFIC buffers 2114698	20-5-55-30120 Professional Supplies	68.32	39019	07/14/14
100925	07/01/14	FOLEY SERVICES INC uniforms 464536	20-5-55-10320 Clothing Allowance	18.57	39021	07/14/14
100925	07/08/14	FOLEY SERVICES INC uniforms 465904	20-5-55-10320 Clothing Allowance	18.57	39021	07/14/14
100969	07/07/14	GRAPHIC CONTROLS LLC pens for flow charts LM4667	20-5-55-30120 Professional Supplies	173.79	39023	07/14/14
300768	07/02/14	VELLANO CORPORATION pipe supplies/Middle Road S1988268.001	20-5-55-51310 Collection Systems	1908.04	39027	07/14/14
100146	07/10/14	VLCT PACIF ww quarterly PACIF WW JULY	20-5-55-61110 Insurance Expenses	6250.78	39033	07/14/14
300382	07/09/14	VLCT UNEMPLOYMENT INS. TR unemployment w water WW JULY 14	20-5-55-61120 WW Unemployment Insurance	94.74	39034	07/14/14

Report Total

8701.58

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 \$ *****8,701.58
 Let this be your order for the payments of these amounts.

TOWN OF BRANDON

49 CENTER STREET
BRANDON, VERMONT 05733
(802)247-3635
FAX: (802)247-5481

PURCHASE ORDER NO.
Nº 51423
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS AND ANY OTHER CORRESPONDENCE RELATED TO THIS ORDER.

TO: MIKE'S FUELS, LLC
P.O. BOX 90
BRIDPORT, VT 05734

SHIP TO: 356 CHAMPLAIN STREET
500 UNION STREET

DATE <u>6/19/14</u>	DATE REQUIRED	SPECIAL INSTRUCTIONS	VENDOR NUMBER <u>310304</u>	
QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	AMOUNT
		ORG.	OBJ.	
PER THE MAY 19, 2014 TOWN OF BRANDON				
BID REQUEST, THIS P.O. TO ACCEPT THE				
JUNE 11, 2014 PROPOSAL FROM MIKE'S				
FUELS, LLC TO SUPPLY DIESEL FUEL				
FOR FY 2014/2015				
12,000	GALLONS OF DIESEL FUEL	10515	41130	.23 CENTS
		20555	41130	OVER ALBANY
				BACK PRICE
	WINTER ADDITIVE			.01
BIDS RECEIVED:				
	IRVING (REC'D LATE)			.2774
	MIKE'S			.23
TOTAL				NOT TO EXCEED \$43,300

NOTE: THE TOWN OF BRANDON IS EXEMPT FROM STATE & LOCAL TAXES. TAX EXEMPT #26863. PLEASE NOTIFY IMMEDIATELY IF ANY PORTION OF THIS ORDER CANNOT BE SATISFIED BY THE DATE REQUIRED.

REQUESTED BY

Brian Sanderson

APPROVED BY

TOWN OF BRANDON

49 CENTER STREET
BRANDON, VERMONT 05733
(802)247-3635
FAX: (802)247-5481

PURCHASE ORDER NO.

№ 51424

THIS NUMBER MUST APPEAR
ON ALL INVOICES, PACKING
LISTS AND ANY OTHER
CORRESPONDENCE RELATED
TO THIS ORDER.

TO: MIKE'S FUELS, LLC
P.O. BOX 90
BRIDPORT, VT 05734

SHIP TO: 2417 FRANKLIN STREET
1 CONANT SQUARE
356 CHAMPLAIN STREET

DATE		DATE REQUIRED		SPECIAL INSTRUCTIONS		VENDOR NUMBER	
6/19/14						310304	
QUANTITY	DESCRIPTION	ACCOUNT NO.		UNIT PRICE	AMOUNT		
		ORG	OBJ				
PER THE MAY 19, 2014 TOWN OF BRANDON							
BID REQUEST, THIS P.O. TO ACCEPT THE							
JUNE 11, 2014 PROPOSAL FROM MIKE'S							
FUELS, LLC TO SUPPLY #2 HEATING							
FUEL FOR FY 2014/2015							
7,600	GALLONS OF #2 FUEL	10510	42110	.23 CENTS			
		10515	42110	OVER ALBANY			
				RACK PRICE			
BIDS RECEIVED:							
	MIKE'S			.23			
NOT TO EXCEED							
TOTAL						\$23,750	
<p>NOTE: THE TOWN OF BRANDON IS EXEMPT FROM STATE & LOCAL TAXES. TAX EXEMPT #26863. PLEASE NOTIFY IMMEDIATELY IF ANY PORTION OF THIS ORDER CANNOT BE SATISFIED BY THE DATE REQUIRED.</p>							
REQUESTED BY				Bryan Sanderson			
APPROVED BY							