

Brandon Select Board Meeting: March 12, 2018 @ 7:00 p.m.

The Brandon Select Board will meet Monday, March 12, 2018 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located at the Town Office at 49 Center Street and on the community bulletin board located between Dave's Grocery and the Forest Dale Post Office. 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) Election of Select Board Officers
 - a) Chair
 - b) Vice-Chair
 - c) Clerk
- 3) Designation of Select Board as Other Statutory Bodies:
 - a) Board of Liquor Control Commissioners (Title 7, Section 166)
 - b) Board of Health (Title 18, Section 604)
 - c) Board of Sewer Commissioners
 - a/k/a – Board of Sewage System Commissioners (Title 24, Section 3506)
 - Board of Sewage Disposal Commissioners (Title 24, Section 3614)
 - d) Housing Board of Review (Title 24, Section 5005)
- 4) Establish Meeting Schedule, Time and Location
 - a) Second and Fourth Mondays
 - b) 7:00 p.m.
 - c) Brandon Town Hall
- 5) Adopt Meeting Rules & Procedures –
 - a) Robert's Rules of Order for Small Boards
- 6) Designate Official and Alternate Newspaper(s) of Record
 - a) Official – The Reporter
 - b) Alternate – The Rutland Daily Herald
- 7) Approval of Minutes
 - a) Select Board Minutes Union Contract Negotiations - February 21, 2018
 - b) Select Board Minutes - February 26, 2018
- 8) Town Manager's Report
- 9) Comments for Items not on the Agenda
- 10) Park Street Bond Approval
- 11) Conti Solar Presentation
- 12) Davenport Solar Discussion
- 13) Appointments:
 - a) Tree Warden
 - b) Fence Viewers (3)
 - c) Green Up Day Coordinator (1)
 - d) Inspector of Lumber, Shingles and Wood
 - e) Weigher of Coal
 - f) BLSG Insect Control District (2 reps and 1 alternate)
 - g) Budget Committee (4)
 - h) Rutland County Solid Waste Dist. (1 rep and 1 alternate)
- 14) Fiscal
 - a) Warrant - March 12, 2018 - \$110,070.20
 - b) Route 7 Construction Warrant - March 12, 2018 - \$65,297.16
- 15) Adjournment

Town Of Brandon Contract Negotiation Minutes 2/21/18

Attends Devon Fuller, Seth Hopkins, Tracy Wyman, Brian Coolidge, Dave Atherton, Connie Pell, Fred Coburn, Mike Dennis, Chris Kilmer, Joshua Massey, Richard Nickclaw, Lisa Kenyon

4:30 Meeting called to order by Mr. Hopkins

Mr. Hopkins asked for public comment, there was none

Mr. Hopkins asked to clarify Union negotiations team. Mr. Kilmer indicated that the team consisted of himself, Fred Coburn, Mike Dennis, Dave Butterfield and Joshua Massey. Mr. Hopkins then wanted to clarify that during caucus only members of each negotiation team would be allowed to caucus. Mr. Kilmer confirmed that this was correct.

Mr. Hopkins brought to the union's attention that the main issue of concern to the town was health insurance and that he was disappointed that the counter offer received from that union did not make much of a change in the health insurance coverage. Mr. Kilmer stated that though the insurance had not changed much the union had made concession for health insurance near the end of 2017. At this point it was determined that the town should caucus to review the union's offer.

4:50 Motion by Brian Coolidge/ Tracy Wyman to find that premature general public knowledge of upcoming negotiations with AFSCME will clearly place the Town at a substantial disadvantage by disclosing the Town's negotiation strategies. Motion passed 3-0

Motion to go into Executive Session 1VSA 313-A1 to caucus about proposal exchange by Brian Coolidge/Tracy Wyman
Passed 3-0

5:05 Motion to come out of executive session Coolidge 2nd Wyman
Passed 3-0

Mr. Kilmer union has new offer but first would like to review union's full proposal. Tentative agreements were reached on all requests by the union except section 401A concerning a 1.5% pay increase for two employees and 503B concerning insurance. At this point the union made the offer of, employees that choose the platinum insurance plan would increase their contributions from 10% to 15% the first year 17.5% the second year and 20% the third year. Employees that choose the gold insurance plan would contribute 10% year one 15% year two and 17.5% in year three.

5:28 Motion by Brian Coolidge/ Tracy Wyman to find that premature general public knowledge of upcoming negotiations with AFSCME will clearly place the Town at a

substantial disadvantage by disclosing the Town's negotiation strategies. Motion passed 3-0

Motion to go into Executive Session 1VSA 313-A1 to caucus about proposal exchange by Brian Coolidge/Tracy Wyman
Passed 3-0

5:42 Motion to come out of executive session Wyman 2nd Coolidge
Passed 3-0

Mr. Hopkins explained that getting off the platinum insurance plan was a must and gave the union the town's counter offer, employee contribution to the gold embedded plan would be 10% year one 12.5% year two and 15% year three. Mr. Hopkins also indicated that the town was not interested in paying the 1.5% increase in the 401A request.

6:03 Motion by Brian Coolidge/ Tracy Wyman to find that premature general public knowledge of upcoming negotiations with AFSCME will clearly place the Town at a substantial disadvantage by disclosing the Town's negotiation strategies. Motion passed 3-0

Motion to go into Executive Session 1VSA 313-A1 to caucus about proposal exchange by Brian Coolidge/Tracy Wyman
Passed 3-0

6:22 Motion to leave executive session Coolidge 2nd Wyman
Passed 3-0

Mr. Kilmer representing the Brandon Vermont employees of AFSCME said his team would agree to the town offer of, Gold embedded MVP insurance plan with employee contributions of 10% year one 12.5% year two and 15% year three. Mr. Kilmer, Ms. Pell and Mr. Atherton will complete the writing of the contract at which it will be brought to the full union members to be ratified. At this point it is the understanding of the people present that a tentative 3 year contract between the Town of Brandon and it's union employees has been reached.

6:32 Motion to adjourn Wyman 2nd Coolidge
Passed 3-0

Brandon Select Board Meeting February 26, 2018

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

Board Members In Attendance: Seth Hopkins, Brian Coolidge, Doug Bailey, Tracy Wyman, Devon Fuller

Others In Attendance: Dave Atherton, Arlen Bloodworth, Richard Baker, Bernie Carr, Jeff Stewart, Steve Bisette, Lee Kahrs, Dick Kirby, Sue Gage, Chris Brickell

1. Call to order

The meeting was called to order by Seth Hopkins – Chair at 7:00PM.

The monthly Even Better Brandon drawing winner from the Downtown Brandon Alliance and the Brandon Chamber of Commerce was Lisa Hope.

a) Agenda Adoption

Motion by Tracy Wyman/Doug Bailey to adopt the agenda as presented. **The motion passed unanimously.**

2. Approval of Minutes

a) February 12, 2018 – Select Board Meeting Minutes

Motion by Devon Fuller/Tracy Wyman to approve the minutes of the February 12, 2018 Select Board meeting. **The motion passed unanimously.**

3. Town Manager's Report

Dave Atherton reported the utility work continues for Segment 6. GMP will complete their switchover by Friday. Comcast and V-Tel started moving their lines today. The Town will be meeting with Alpine Construction to discuss the Bridge 114 project to obtain a work schedule, which is thought to be June to December. The Town is waiting for a signed MOA from Federal Highway for the Churchill Road Bridge project. This is the last document needed to get the project out to bid. The Town is still waiting for VTrans to review the easements and plans for Union Street. Once that has been completed, Mr. Atherton will be able to negotiate the right-of-ways. The grader had been out last week to try to smooth out some of the potholes on the gravel roads. This work will be dependent upon the weather. The Town has received another 1% option tax payment that brings the total to \$221,778.12. The delinquent property tax total is \$169,469.23 of which \$105,754.32 is in either payment plans or bankruptcy. The sewer tax total is \$94,576.23 of which \$42,501.09 is in either payment plans or bankruptcy. The Town has sent

52 delinquent combined accounts to its attorney to start the tax sale process. Rec Happenings include; a Brandon Rec/Neshobe PTO Talent Show on March 9th @ 6:30PM, Quiz Night at the Center Street Bar on Sundays in March from 6PM to 8PM, Movie Nights on Fridays and U10 & U12 basketball tournaments started this past weekend. The Brandon Rec Cheerleaders have been cheering at the OV basketball games to end their season and thanks to Sarah Whitney and Erica Mohan for their work with this program. The Week of Fun Arts Camp at Compass Music and Arts was a hit and will likely create another vacation camp for April. Devon Fuller asked how many payments have been received from the option tax and Mr. Atherton reported this was the 5th payment received and the funds are running a little higher than anticipated. It was questioned how many right-of-ways are involved in the Union Street project and Mr. Atherton reported there are 4 properties. The Town will not be required to negotiate with the railroad. Mr. Atherton noted the potholes keep growing with this warm up and cool down type weather.

4. Zoning Administrator's Report

Seth Hopkins reported Ms. Scheck provided a written Zoning Administrator's report for the Select Board's information.

5. Park Street Update

Dave Atherton reported all paperwork is being done and a draft document for the town meeting was completed. There could also be something placed in the paper as well. Jason Booth will be present at town meeting to field any technical questions. Seth Hopkins suggested information could also be added to the website. Mr. Atherton advised the discussion at town meeting would be considered the second meeting for the Park Street Bond vote.

6. Comments for Items Not on the Agenda

Devon Fuller reported there would be a double feature of Warren Miller ski films sponsored by Foley Brothers at the Brandon Town Hall on March 3rd at 6PM that is free to the public.

Mr. Fuller noted the Select Board approved at the last meeting a grant for the Town of Bristol as a pass-thru, which was similar to the grant that the Select Board denied for the Brandon Cares Program. Mr. Fuller cautioned if the Town is going to do a pass-thru, it needs to be as consistent as possible. Seth Hopkins noted there were differences in the requests because the Town of Bristol had an ongoing funding mechanism for reimbursements and receipts and had all of the dual controls for this type of program whereas the Brandon Cares Program did not have those types of accounting functions. Mr. Fuller thought that the pass-thru requests were similar and wanted to bring it before the Board.

Sue Gage advised the school district's annual meeting is no longer a part of town meeting and reported it will be held Wednesday, February 28th at 6:30PM at OVUHS.

Seth Hopkins invited Mr. and Mrs. Kirby to attend the town meeting for a presentation of the town report.

Steve Bissette asked if anything is going to be done with the lower Barlow road as there was supposed to be something done to fix it because the river is taking the road and people are driving one person's lawn to avoid the concrete barriers. In addition, with the ice on the river, it has eaten away more of the riverbank. Dave Atherton reported Daryl Burlett and he had reviewed the area, but he will request that Mr. Burlett review the area again tomorrow. Seth Hopkins noted it is appreciated that individuals bring these types of items to the attention of the Town. Bernie Carr agreed and noted that last Thursday when it was rainy, he received a call that there was a hole in the road on Rossiter Street. There was cold patch that had washed away and it was sinking around the valve and if that person had not seen it, there could have been a horrible accident. Daryl Burlett called Casella and within ½ hour, there was someone at the site to take care of it. He noted that more eyes on these types of situations are better for the community.

7. Approve Certificate of Highway Mileage

Dave Atherton advised this is the annual certificate that the Select Board approves. At the last meeting, the area on Prospect Street was approved and has been added to this document. Tracy Wyman confirmed the stated the mileage distance is for one way on all roads.

Motion by Tracy Wyman/Devon Fuller to approve the Annual Certificate of Highway Mileage as presented. **The motion passed unanimously.**

8. Road Posting

Dave Atherton reported the document for consideration is the annual spring posting of the roads.

Motion by Devon Fuller/Tracy Wyman to approve the 2018 Spring Road Posting.

Tracy Wyman noted concern with the posting of North Street with one of the Town's largest employers on North Street as the posting is an issue for trucks going in and out of that location. He noted Leicester does not post on that end of Route 53 and he also did not think that Salisbury posts Route 53. He noted the Town does not post Union Street until past Maple Street. Mr. Wyman also thought that Birch Hill and North Birch Hill off McConnell Road should be considered posted because McConnell Road is posted. Dave Atherton stated truckers can call Daryl Burlett for permission to access those businesses. Mr. Wyman also advised that the Arnold District has the commercial area and the current posting is off Route 7 and suggested the posting should start from the Tubbs building. Devon Fuller agreed with Mr. Wyman as the Industrial Park is trying to be developed. Mr. Wyman noted Union Street is similar to that situation and the Town also does not post Pearl Street until past Corona Street and the Town should be treating all industries in the same manner.

Motion by Devon Fuller/Brian Coolidge to amend the 2018 Spring Road Posting striking out Grove Street and changing it to Robert Wood Drive for the Arnold District. **The motion passed unanimously.**

Devon Fuller questioned the reason for posting Route 53 when Leicester and Salisbury do not post the road. Tracy Wyman stated for trucks coming south from Leicester, there would be no

place for them to turn around. Dave Atherton stated the Select Board created this list and are ultimately the body that signs off on this document. Mr. Atherton expressed concern with the roads getting soft and then freezing after having just upgraded North Street. Mr. Wyman appreciated the need for posting, but noted that someone picking up or dropping off items at a factory could find the posting difficult.

Motion by Tracy Wyman/Brian Coolidge to amend the 2018 Spring Road Posting to remove North Street from the document. **The motion passed unanimously.**

Devon Fuller stated as far as the roads coming off McConnell Road, he would suggest continuing to post those roads.

Mr. Hopkins called the question to the original motion.

The motion passed unanimously.

9. Town Meeting Preparation

Seth Hopkins questioned whether Jason Booth would be providing the presentation on the Park Street project. It was the consensus of the Select Board that Devon Fuller would provide the presentation for the Park Street project and Mr. Booth would be available to answer any technical questions. Dave Atherton stated this meeting would cover the mandatory second meeting for the bond vote. It was confirmed that Doug Bailey and Seth Hopkins would do a presentation on the budget and appropriations. Mr. Fuller suggested having a slideshow of the projects completed throughout the year and suggested using the cover photos from the Town Report. Tracy Wyman suggested also providing information about the culvert. Richard Baker hoped the corrected pages of the Town Report would be printed and distributed at town meeting.

Seth Hopkins reported the Select Board was provided a revised version of Page 40 of the town report. Dave Atherton stated the plan was to run the corrected page in The Reporter on Wednesday, 2/28 and have this page available for handout at the town meeting. Mr. Baker suggested having it printed on something other than white paper. It was also suggested to place the correction on the Town's website. Mr. Hopkins stated it was brought to his attention the preparation of the town report is the responsibility of the Select Board and noted that in his experience the Select Board had not taken responsibility for the town report, but delegated it out. Mr. Hopkins thought that next year the Select Board should be responsible for the town report. Devon Fuller stated that is why the Select Board hires people to do those types of projects. Mr. Hopkins noted there would need to be participation from the staff. Mr. Atherton stated it would be appreciated if there are more sets of eyes reviewing the report prior to printing as the staff deals with the figures a lot and it is good to have other eyes confirming the data. Mr. Atherton advised there were some accounting errors and missing items on the breakdown sheet of the budget. Sue Gage stated there had been an illness in the office that took a toll on this project. Mr. Baker noted the ballot question indicates the amount to be raised by taxes and should be included in the budget, excluding the appropriations and school tax. Mr. Hopkins stated all four columns should be treated the same and suggested reporting just the net municipal budget and removing the appropriations and having a separate line item in the prior budgets for the appropriations. Mr.

Atherton stated the tax revenue line historically showed the total amount to be raised by taxes plus appropriations, but it had been decided to separate the appropriations. Mr. Atherton suggested some line names could be changed to make things clearer on the document and a tax revenue line should be added to show what this year's number would be. It was decided the 2nd line from the top of the page would be changed to read, Amount Raised by Taxes and would indicate the data noted in the bolded line at the lower part of page. There would be a line added for Delinquent Tax Revenue. The Total Before Tax Revenue line would be removed. The Tax Expenditures would be the same and the Total Expenditures will show across the bottom. The Net Revenue after Expenditures would be taken out. The Prior Years' Voted Appropriations would be eliminated and the Extraordinary Expenditures would remain.

Motion by Brian Coolidge/Tracy Wyman to approve the revisions as discussed to the revised Page 40 of the Brandon Town Report. **The motion passed unanimously.**

10. Fiscal

a) Warrant – February 26, 2018 - \$1,083,338.50

Motion by Tracy Wyman/Brian Coolidge to approve the February 26, 2018 warrant in the amount of \$1,083,338.50. **The motion passed unanimously.**

Doug Bailey questioned the invoice for G. Stone Motors. Mr. Atherton reported it was a replacement rim for the 550. Mr. Bailey questioned the \$400.00 room rental for Diversions, LLC. Mr. Atherton advised it was for Rec Department's Week of Fun at Compass.

b) Segment 6 Warrant – February 26, 2018 - \$8,012.74

Motion by Brian Coolidge/Doug Bailey to approve the Segment 6 warrant in the amount of \$8,012.74. **The motion passed unanimously.**

The Select Board recessed to convene as the Board of Liquor Control Commissioners at 8:14PM.

The Select Board reconvened at 8:25PM.

Motion by Devon Fuller/Tracy Wyman to find that premature general public knowledge of the current Union negotiations will clearly place the Town at a substantial disadvantage. **The motion passed unanimously.**

Motion by Tracy Wyman/Brian Coolidge to enter into Executive Session at 8:26PM Pursuant to 1V.S.A. 313(a)(1) to discuss the Town's negotiation strategy to include the Town Manager. **The motion passed unanimously.**

11. Executive Session Pursuant to 1V.S.A. 313(a)(3) – The Appointment or Employment or Evaluation of a Public Officer or Employee

Motion by Doug Bailey/Devon Fuller to come out of Executive Session at 8:41PM. **The motion passed unanimously.**

There were no actions required.

12. Adjournment

Motion by Tracy Wyman/Devon Fuller to adjourn the Select Board meeting at 8:42PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Town Manager Report for weeks of February 26 and March 5, 2018

Segment 6:

Utility work continues. Bi-weekly meeting scheduled for March 14th.

Bridge 114:

Alpine Construction will be in Town on March 23rd to take a look underneath the bridge

Churchill Road Bridge:

We have a signed agreement with Federal Lands and the U.S. Forest Service. We have also been able to include the small bridge, which is further North on Churchill Road, into the project. We will be replacing the wood structure with a concrete culvert.

Other Happenings:

VTrans has review the plans for the Union Street sidewalk project and has made more revisions to the plans. They are currently being addressed by the engineers (D&K).

Delinquent Tax Status: Property Taxes: \$135,104.29 (\$105,754.32 is in payment plan or bankruptcy)
Sewer: \$139,120.78 (this includes the current billing)

The 27 Walnut Street property is now owned by the Town. We will be posting a notice in the Reporter for accepting bids to purchase.

Other Items will be covered in the agenda.

sgage@townofbrandon.com

From: David Atherton <datherton@townofbrandon.com>
Sent: Wednesday, February 28, 2018 3:08 PM
To: sgage@townofbrandon.com
Subject: FW: Brandon Town RF1-241-1.0
Attachments: Brandon Town RF1-241-1.0 Not Signed.pdf

Sue,

Can you read the email below and let me know how the funds should be sent?

I have printed out the attached docs if you want to review them.

Dave A

From: Robert Fillioe [mailto:robertf@vtbondagency.org]
Sent: Wednesday, February 28, 2018 9:17 AM
To: datherton@townofbrandon.com
Cc: Robert Fillioe <robertf@vtbondagency.org>
Subject: Brandon Town RF1-241-1.0

Good Morning Dave,

I have attached the loan documents for Brandon Town as mentioned in the Subject Line above.

Would you review them and have the appropriate spaces completed? You may return them to me via email. You will note the first several pages are the Customer Disbursement Authorization form and the W-9. Without these documents in place the disbursement of allowable expenses as related to this project cannot begin.

The Town has the option of having the funds deposited into an appropriate account or have a check mailed to the Town. The first option would mean that once the Trustee has completed the process for the reimbursement it would take 24-48 hours for the funds to show up in the appropriate account. If you choose to have a check mailed to you it may take 5-7 additional business days for the Town to receive the check. All time lines may vary due to an intervening holiday, a weekend or an emergent situation.

Please let me know, via email, when you might expect to have these documents executed and returned. While the Bond Bank has no deadlines for this process to be completed it is our goal to have the funds readily available for the Town as you need them.

Be sure to retain a copy of all documents for Town records and use at a later point if need be.

I hope all is well in Brandon. Have a great day. I look forward to hearing from you soon.

Respectfully,
Robert Fillioe

*Vermont Municipal Bond Bank (or)
Vermont Educational and*

Needs
to go to
Board for
Signatures

Health Buildings Financing Agency
20 Winooski Falls Way, Suite 305
Winooski, VT 05404
Phone: (802) 654-7377
Fax: (802) 654-7379
Website: www.vmbb.org
Website: www.vehbfa.org



Virus-free. www.avast.com

Vermont State Revolving Fund

Customer Distribution Authorization

People's United
Wealth Management

Instructions: To authorize recurring distributions from the VT EPA State Revolving Funds ("SRF") through Payment Requests filed with the Department of Environmental Conservation ("DEC") for your SRF loan, please complete this form, sign and date it, and return it along with your signed Loan Agreement to the Vermont Municipal Bond Bank ("VMBB").

Account Information

Borrower's Name	RF1-241-1.0
SRF Loan Number	Brandon Town
"On-Request" distributions will be made to borrowers based on Payment Request(s) that have been filed with and approved by the DEC and VMBB.	

Distribution Information

<input checked="" type="checkbox"/> By ACH Transfer To: Name of Receiving Bank	Lake Sunapee Bank div of Bar Harbor
Receiving Bank Routing Number	011201759
Account Number at Receiving Bank	177607060
Account Type (Checking or Saving)	Saving / Money Market
Account Name	Town of Brandon
OR	
<input type="checkbox"/> By Check Payable to (Name):	
Address:	

Distribution Agreement & Signature

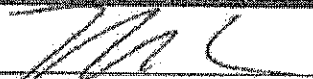
Town of Brandon ("Borrower") hereby requests that funds be transferred or checks be issued from the appropriate State Revolving Fund Account in accordance with the Instructions provided above. By signing below I, as an authorized representative of the Borrower, have verified the accuracy of the instructions. For any non-People's account, Borrower has provided a copy of a voided check or pre-printed deposit slip. Further, Borrower understands that the People's United Bank ("Bank") is not responsible for the correctness or timeliness of the posting of funds by the receiving financial institution, if other than the Bank. This authorization shall remain in effect until a new form is filed with the Bank, or until it is revoked by Borrower in writing. If Borrower has authorized "on-request" transfers above, the Bank may rely upon Borrower's authorized representative's direction to process a distribution based on the above instructions to my account. Borrower agrees to periodically review its bank account statement and bring any discrepancies to the Bank's attention.


Borrower's Authorized Signature

Susan Gage
Print Name

3/1/2018
Date

VMBB Distribution Acknowledgement & Signature


Executive Director Signature

2/27/18
Print Name
Michael Cavanaugh

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TOWN OF BRANDON		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see Instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) 2 Exemption from FATCA reporting code (if any) B <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 49 CENTER STREET	Requester's name and address (optional)	
6 City, state, and ZIP code BRANDON, VT 05733		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
0	3	-	6	0	0	0	3	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 2/28/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-214-1.0
Loan Amount: \$9,650.00

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

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

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

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

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

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

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

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

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

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

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

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

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

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

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

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

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

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with generally accepted accounting principles.

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

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

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

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

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

Attest:



Secretary

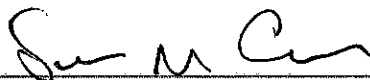
VERMONT MUNICIPAL BOND BANK

By:



Executive Director

Attest:



Clerk

Town of Brandon

By:

Chair of the Governing Body

And by:



Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This project includes preliminary engineering for the replacement of the existing sewer collection and water distribution system on Park St. This work is being completed in conjunction with a comprehensive Road Improvement Project.

Conditions:

- 1) If this planning loan is not rolled over into a CWSRF construction loan prior to the earliest of:
 - i. Five (5) years after approval of the plans and specifications, or
 - ii. Five (5) years after the last payment request processed under this loanthen repayment of this loan shall commence immediately.
- 2) The CWSRF program has determined that the expected weighted average useful life of the funded assets equals or exceeds the loan term.
- 3) The engineer will meet with the Facilities Engineering Division (FED) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the FED engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by FED.
- 4) If this project is funded by USDA/Rural Development or any other non-CWSRF funding, the applicant shall, within sixty (60) days of receiving the non-CWSRF funding, repay the entire portion of the CWSRF planning loan(s).
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- "American Iron and Steel" requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice
- Executive Order 15593, Protection and Enhancement of the Cultural Environment
- Farmland Protection Policy Act, 7 U.S.C. 4210, et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat, 16 U.S.C. 1821 M-S Act § 201
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, essential section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL-942, as amended

EXHIBIT B

ECONOMIC:

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

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 U.S. Code § 47113 - Minority and disadvantaged business participation
- Executive Order 11264, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646

EXHIBIT C

\$9,650.00

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

The Town of Brandon (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Note Bank, or registered assigns, the not-to-exceed sum of \$9,650.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 4/1/23 as follows:

Loan Terms

Loan Amount: \$9,650.00

Loan Term Years 5

Interest rate: 0.0000%

Administrative Fee 0.0000%

Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
4/1/2023	1	9,650.00	965.00	4,825.00	0.00	0.00	965.00
4/1/2024	2	3,860.00	965.00	0.00	0.00	0.00	965.00
4/1/2025	3	2,895.00	965.00	0.00	0.00	0.00	965.00
4/1/2026	4	1,930.00	965.00	0.00	0.00	0.00	965.00
4/1/2027	5	965.00	965.00	0.00	0.00	0.00	965.00
			4,825.00	4,825.00	0.00	0.00	

EXHIBIT C

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

This Note is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and vote of the governing body of the Municipality duly passed on 11/29/2017.

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

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

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

Town of Brandon

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$9,650.00

Town of Brandon

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.



Treasurer

EXHIBIT D

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

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

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

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$9,650.00 to be discounted by the amount of \$4,825, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

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

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

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

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

EXHIBIT D

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

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

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

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$9,650.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

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

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

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

EXHIBIT D

ATTEST:



Clerk

Town of Brandon

By: _____

Majority of its Governing Body

And By: _____



Its Treasurer



February 22, 2018

Town of Brandon Select Board
and
Town of Brandon Planning Commission
49 Center Street
Brandon, VT 05733

Re: Proposed Babcock Solar Farm – Park Street Extension, Brandon, VT
45-Day Notice of Petition to be filed Under Section 248 at Vermont Public Utility Commission

Dear Commissioners and Select Board Members,

Babcock Solar Farm, LLC ("BSF") is pleased to submit the following pre-application notice concerning its proposed 2.2 megawatt (MW) solar project ("The Project"), to be sited near 1046 Park Street Extension in Brandon, Vermont. BSF is preparing to file a petition for a Certificate of Public Good ("CPG") with the Public Utility Commission ("PUC" or "Commission"), requesting approval to install and operate the Project. This notice is pursuant to 30 V.S.A. § 248 and Public Utility Commission Rule 5.402(A).

We plan to file the formal Section 248 Petition on approximately April 12th, 2018, after the expiration of the 45-day period. Pursuant to Section 248(f) of Title 30 of Vermont Statutes Annotated (30 V.S.A § 248(f)), you are entitled to make recommendations to the PUC and to us, if at all, at least 7 days prior to the expiration of this 45-day notice period.

For more information on the Section 248 Process, please consult the "Guide to the Vermont Public Utility Commission's Section 248 Process," available on the website of the Public Utility Commission, which can be found at <http://www.puc.vermont.gov>.

Introduction

The Project will export power into the distribution system owned by Green Mountain Power Corporation ("GMP") as part of the state's Standard Offer Program, which is overseen by the PUC to encourage the development of in-state renewable energy projects. BSF was a winning bidder in the 2017 Standard Offer solicitation and was awarded a long-term power purchase agreement. In this arrangement, the Project will sell both energy and Renewable Energy Certificates to VEPP, Inc, which procures them on behalf of the state's 18 electric utilities.



BSF executed the Standard Offer Contract in December of 2017 and has been preparing information for its application for a CPG, including specifics related to the design of the facility, its interconnection to the electrical grid, and the site's environmental and aesthetic conditions.

The remainder of this letter concerns: (1) BSF's plans for construction and operation of the Project, including how equipment and materials will be transported to the site; (2) the expected benefits of the Project; (3) the preliminary assessment of environmental and aesthetic impacts; (4) the consideration of on-site alternatives; (5) the expected date a Section 248 Petition will be filed with the PSB; and (6) the rights of the local and regional planning commissions to comment on the Project plans in accordance with Board Rule 5.402(A).

I. Project Site, Equipment, and Construction Plans

The Project is a 2.2MW (AC) solar electric generation facility located to the northwest of the intersection of Park Street Extension and Country Club Road in Brandon, Vermont. The Project is expected to generate approximately 3.7 million kilowatt-hours of electricity annually, which is the equivalent of the energy usage of 348 homes.¹

The Project's footprint will consist of approximately 12.5 acres on two parcels that comprise 26 acres. The parcels are bordered by Park Street Extension to the south, Country Club Road to the east, and private property to the north and west.

BSF selected the site based on the available solar resource, accessibility of the site and 3-Phase Distribution Lines, and consideration of the Town's guidance on the siting of solar energy facilities. The attached Preliminary Site Plan, Attachment A, represents the current proposed layout. A more complete site plan based on a thorough review of existing conditions will be included with BSF's Section 248 Petition. The final equipment selection for this project will be made prior to the start of construction; any equipment mentioned in this notice and in Attachment C should be considered typical of the type that shall be used.

Solar Panels and Racking System

BSF anticipates using approximately 8,000 360-watt solar modules for the Project. The modules that shall be used will be materially similar to those depicted in Attachment C and will be selected from Bloomberg New Energy Finance's list of "Tier 1" manufacturers.

The solar modules will be mounted on rust-proof metal racking. The racking will be attached to driven steel foundation piles, whose use will not require significant excavation or the placement of concrete under the arrays. Modules will be mounted roughly 3 feet above the existing grade to allow snow to shed without reducing energy production. Accordingly, the top of the modules will be approximately 8.5 feet above grade, and the array will be secured by a fence of approximate height eight feet with a locking gate.



As shown in Attachment A, the Project will consist of two arrays, separated by a wetlands feature. The rows of panels will run east to west and will range from approximately 130 feet to 250 feet in length. Spacing of roughly 16 feet shall be left in between rows to avoid generation losses from shading.

Inverters and Transformers

The Project is being studied by GMP to connect to the 3-Phase power line, GMP Circuit BR-G71, on Route 73. We expect that existing utility poles on Country Club Road will be used to connect the Project to this circuit.

BSF intends to use a single 2.2MW central inverter manufactured by SMA Solar Technology, or similar equipment. This inverter would be mounted on a concrete equipment pad, along with a single transformer that includes oil containment. The equipment pad will include space for controls, metering, and other necessary equipment.

The solar arrays and the other equipment will be surrounded by an agricultural style fence of approximate height 8' in order to meet the National Electric Code requirements.

Construction and Operation

The selection of the Site, and the design of the Project, intend to minimize the impacts to the environment and the surrounding community. Important elements of the Project include:

- For the unused cleared land on the site, BSF plans to allow the continued farming for corn and/or other crops.
- Solar array support structures will be pile driven and will thus cause minimal earth disturbance.
- Native soils will remain in place. The site will remain vegetated and able to be routinely mowed. At the end of the Project's useful life it will be decommissioned, and the site will also be restored to its existing use at the end of the useful life of the system, ensuring the preservation of agricultural soils over the long-term.
- The site consists of mostly cleared land, and major tree clearing will not be required. Pruning and mowing will be limited to work required to prevent shading of the Project's modules.
- The Project's design has accounted for the wetlands features and necessary setbacks.



- No on-site septic or water supply systems will be constructed.
- We will construct screening features, following best practices to mitigate aesthetic disturbance.

Project construction is expected to take approximately 14 weeks, depending upon the weather conditions. The general sequence of construction will be as follows: (i) prepare site, install racking and piles, and install modules; (ii) complete trenching and electrical work, largely in parallel with the first task; and (iii) install inverters and transformers, complete AC wiring, and complete interconnection to the GMP power line.

Site Access and Equipment Delivery

The Project Site will be accessed from two existing access points: one from Park Street Extension to the West of the tree line in the center of the site, and one from Country Club Road near the site's northern border. Using these existing access points would eliminate the need for a crossing of the wetlands feature in the middle of the site. BSF will lay matting and gravel as necessary to improve the access surfaces to allow delivery of project materials and create temporary laydown areas. After the Project reaches commercial operation, BSF intends to maintain an access road from Country Club Road.

Construction equipment for installing the solar array may include a light-duty crane and/or forklift to transport the modules from a truck to the staging area. All other equipment, including the wire, cable, and conduit will be transported to the site using standard-width trucks. No work will be conducted in the delineated wetland areas.

II. Project Benefits

BSF is being developed under Vermont's Standard Offer program, which was established to promote the development of in-state renewable energy resources. The Standard Offer program helps to ensure that the benefits of these projects are realized within Vermont by creating the opportunity for a long-term power purchase agreement. This stable pricing mechanism protects the rate-paying public from energy price volatility and includes all of Vermont's investor-owned utilities. Additionally, the project will provide municipal and education taxes, construction jobs, and, where economically feasible, the purchase and use of equipment from local Vermont vendors.

The Project will also result in substantial environmental benefits. Vermont's Renewable Energy Standard calls for 75% of the state's energy to come from renewable



sources by 2032. Distributed Generation projects play an important role in this goal, and Rutland County has committed to using solar energy to help meet the standard. The solar energy produced by this Project will result in less energy important from fossil fuel plants, and will also provide ancillary services to the grid, helping to meet peak demand.

III. Preliminary Impact Assessment

BSF has consulted with experts in the environmental and energy fields. Based on their assessment of conditions at this site and experience in the development of similar projects, the Project has been designed not to cause undue adverse impacts to environmental resources, public health and safety, or aesthetics. In particular, preliminary assessments of the site conditions conclude the following.

- BSF has consulted with the Agency of Natural Resources concerning wetlands at the site. A full environmental resource assessment will be included with the Section 248 petition.
- The Project is designed to meet the safety standards of the National Electrical Code and utility interconnection standards for safe and reliable operation of solar electric plants.
- The Project will require no new municipal services and will not pose undue burden on town fire, police, or water/sewer services. The Project will not impact the ability of the town to provide educational services.
- A Feasibility Study has been completed by GMP. No potential impacts to the electrical infrastructure were identified, and BSF has paid the deposit for the completion of the Facilities Study.
- No significant visual impacts were identified and a full aesthetics analysis will be included with the Petition. The preliminary visual assessment conducted by Landworks, a Vermont-based Landscape Architecture firm, is included as Attachment B.

IV. Assessment of Alternatives (as required by PUC Rules)

The Standard Offer Program requires a renewable energy project to identify a specific location and provide proof of binding site control at the time of submission. BSF vetted the site and selected it over other candidates.



Additionally, after consultation with the town and aesthetics experts, we adjusted the design of the Project to increase the setbacks from Country Club Road on the east side.

V. Expected Petition Filing Date with Vermont Public Utility Commission

BSF intends to file a Section 248 Petition after the expiration of the 45-day notice period in Spring of 2018. After filing, BSF expects the PUC to schedule a site visit and public hearing, and any evidentiary hearings and other necessary steps in the proceedings by late Spring.

VI. Local and Regional Planning Commissions' to the Vermont Public Utility Commission

Under Section 248 of Title 30 the Town and Regional Planning Commissions "shall make recommendations, if any, to the Public Utility Commission and to the petitioner at least 7 days prior to the filing of the petition with the Public Utility Commission." In addition, the Planning Commissions are entitled to provide revised recommendations after the filing of a CPG petition, "within 45 days of the date on which petitioner has filed a petition with the Commission if the petition contains new or more detailed information that was not previously included in the petitioner's filing with the municipal and Regional Planning Commissions pursuant to Section 248." For more detail, see Board Rule 5.402(A)(2).

We thank you for your consideration and involvement in the process. We look forward to working with all involved parties to build a successful project that helps the state, county, and town meet their goals for the adoption of renewable energy.

Best regards,

A handwritten signature in black ink, appearing to read "Sam Gulland".

Sam Gulland
Project Developer
Conti Solar

Attachment A

NOTES:

- TOTAL 2.8539 MW DC GROUND
MOUNTED PV SYSTEM

[illegible]

CONFIDENTIAL AND SENSITIVE

SYSTEM DESIGN

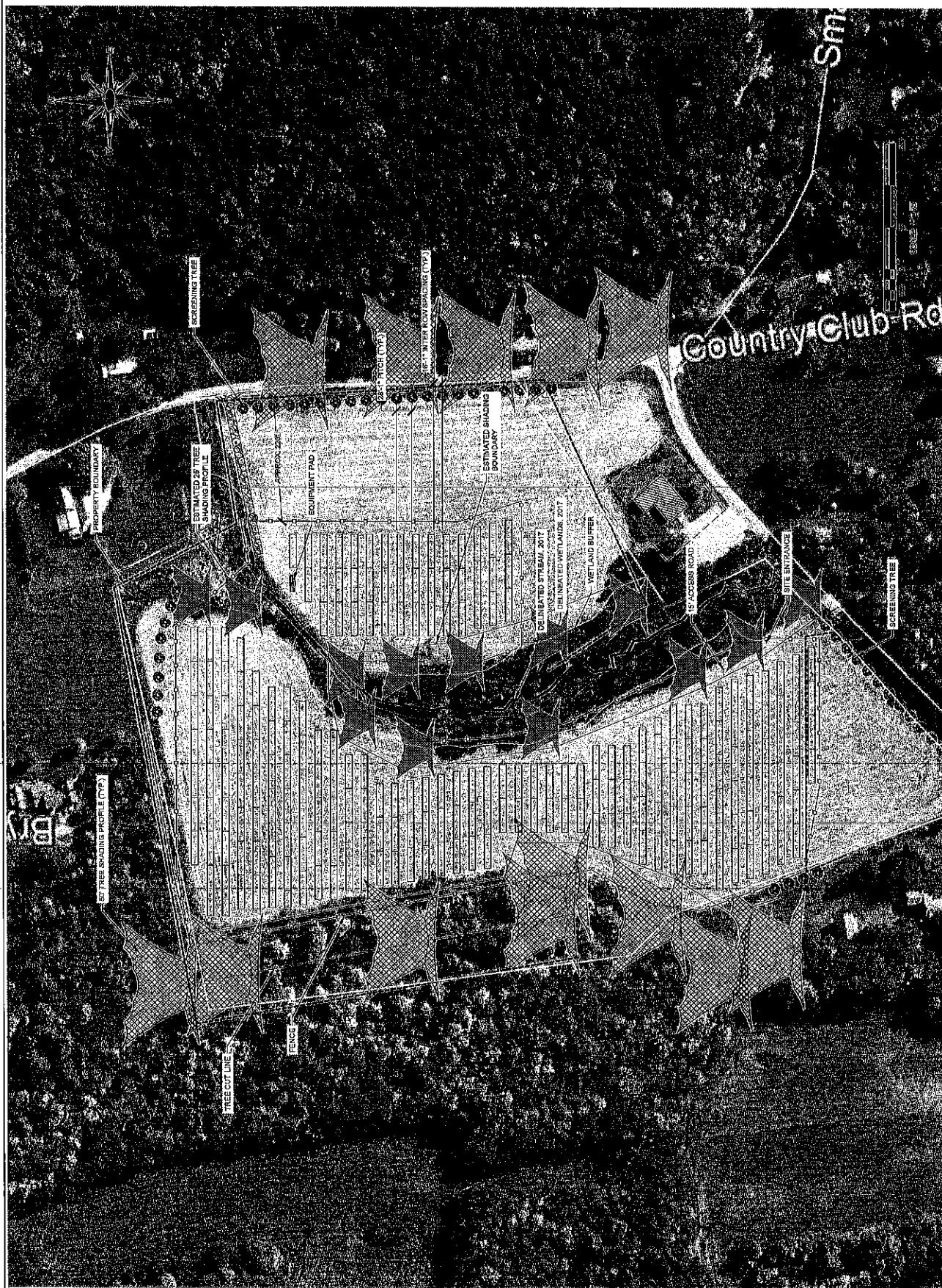
PETRA QUINPA

BRABCOCK SOLAR
BRANDON, VT

PRELIMINARY
PV GROUND MOUNT SITE PLAN

GRAND	S. BAI	DOWN BY	XWENG
POSTAGE			SHEETING

BD-02



Landscape Architecture

Planning

Graphic Design

228 Maple Street, Ste. 32

Middlebury, VT 05753

phone: 802.388.3011

fax: 802.388.1950

info@landworksvt.com

www.landworksvt.com

MEMORANDUM

To: Sam Gulland, Conti Solar
Re: Babcock Solar Aesthetic Assessment
Date: February 16, 2018

LandWorks was retained by Conti Solar to conduct a comprehensive aesthetic assessment of the proposed Babcock Solar Project, located in Brandon, Vermont, in accordance with the parameters set forth in Title 30 Section 248 and 8010 of the Vermont Statutes Annotated, and PUC Rule 5.112, for review of commercial energy generation and transmission projects. We have conducted a cursory review of the Project and have visited the site. The initial findings are that visibility of the Project will be constrained to a very short section of Country Club Road and Park Street Extension, two local roads situated at the edge of the village. Due to generous setbacks, topography, intervening vegetation and structures, limited angle of view, and limited view duration, it will be possible to effectively mitigate any potential visual effects.

Further, the 2016 Town Plan does not recognize this area as scenic, it will not be visible from or within a scenic viewshed, nor are the roads identified as scenic. The Plan also has a section on *Siting of Solar Energy Facilities* that addresses aesthetic impact. (pg. 23) It states that "All solar projects shall be sited and screened so as to avoid adverse aesthetic impact" and is accomplished by: locating in areas below the horizon; adhering to the setback requirements set forth in Act 56; including screening consisting of native plantings; and, importantly, not be sited within the viewshed of drivers on Route 73 or Route 7. (pg. 24) The Project meets all of these aesthetic requirements and will include an effective landscape mitigation plan. The initial site visit, as well as town input, has identified areas where to focus mitigation planting. Conti Solar has also reached out to neighbors, and the plan will implement their feedback as applicable. A full aesthetics analysis and aesthetic mitigation plan will be included with the petition.

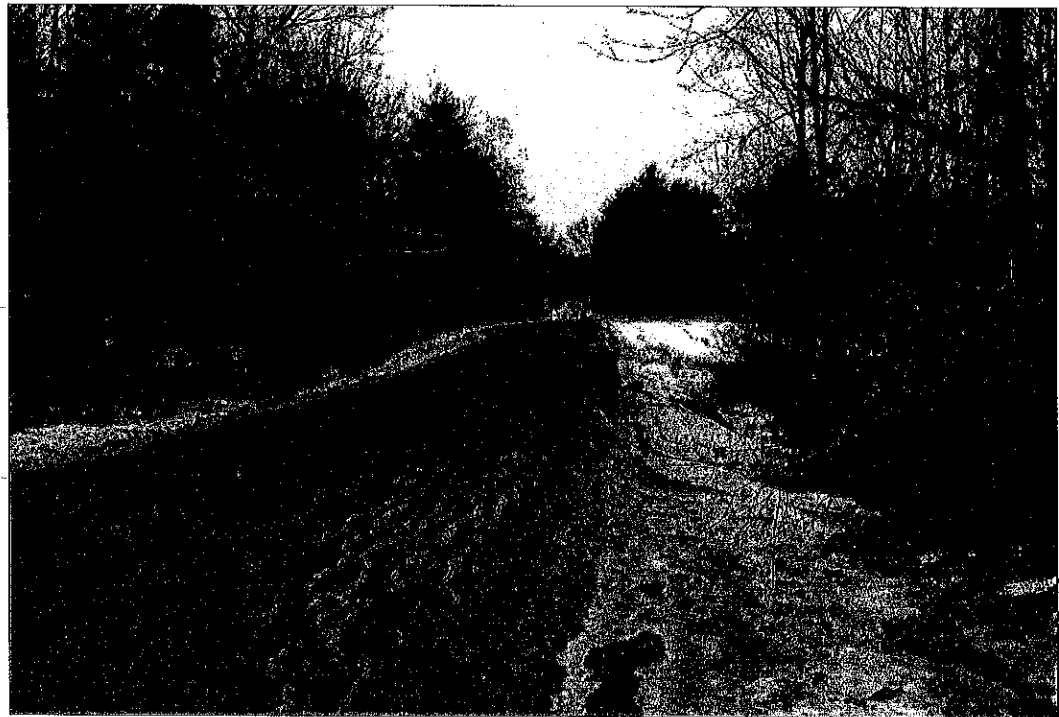


The Project is well sited on a level property and will not be skyline.





Rising topography and surrounding vegetation will help to visually absorb the Project.

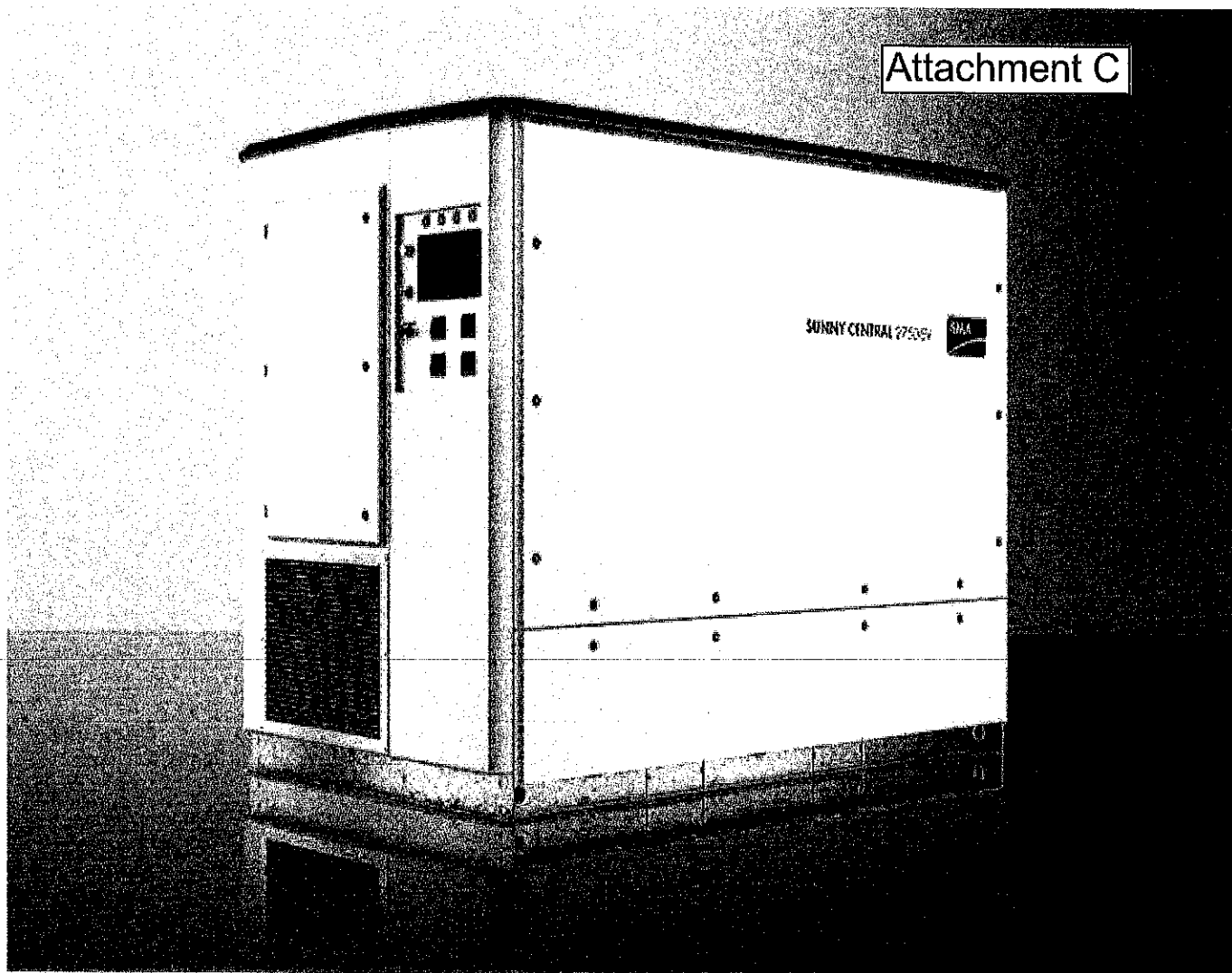


Looking southwest down Park Street extension. Existing vegetation that lines both sides of the road helps to hide the Project until one is directly in front of it, greatly reducing the duration of view. Continuing this street tree pattern along the road is one mitigation method under serious consideration.



SUNNY CENTRAL 2200 / 2500-EV / 2750-EV

Attachment C

**Efficient**

- More power per cubic meter
- Up to 4 inverters can be transported in one standard shipping container
- DC/AC Over-dimensioning up to 250%*

Robust

- Proven high-precision air-cooling system for intelligent, effective cooling
- Can be installed outdoors anywhere in the world in any ambient condition

Flexible

- Conforms to all known grid requirements worldwide
- Provides Q on demand
- Available as a stand-alone or turn-key solution with medium-voltage block

Easy to Use

- Improved DC connection area
- Bay for connecting customer equipment
- Integrated voltage supply for internal consumption and external loads

SUNNY CENTRAL 2200 / 2500-EV / 2750-EV

The new Sunny Central: maximum power density and integration

With an output of up to 2750 kVA and system voltage of 1000 volts DC or 1500 volts DC, SMA's central inverters allow for more efficient system design. An integrated transformer and additional space is available for the installation of customer equipment. The Sunny Central has been optimized for outdoor installation. The air cooling system OptiCool™ ensures smooth operation, even in extreme ambient temperatures. Sand and dust particles are effectively kept away. The Sunny Central is the central component of SMA Utility Power Systems. In combination with the medium-voltage block, DC technology, power plant controlling system and SMA Service, it is also available as compact platform solution.

*depending on location and module technology (1000 Vdc to 200%)

SUNNY CENTRAL 1000 V

Technical Data

Input (DC)

MPF voltage range V_{DC} (at 25 °C / at 50 °C)

Min. input voltage $V_{DC, min}$ / Start voltage $V_{DC, start}$

Max. input voltage $V_{DC, max}$

Max. input current $I_{DC, max}$ (at 25 °C / at 50 °C)

Max. short-circuit current $I_{DC, sc}$

Number of DC inputs

Max. number of DC cables per DC input (for each polarity)

Integrated zone monitoring

Available DC fuse sizes (per input)

Output (AC)

Nominal AC power at $\cos \varphi = 1$ (at 25 °C / at 40 °C / at 50 °C)

Nominal AC power at $\cos \varphi = 0.8$ (at 25 °C / at 40 °C / at 50 °C)

Nominal AC current $I_{AC, nom}$ = Max. output current $I_{AC, max}$

Max. total harmonic distortion

Nominal AC voltage / nominal AC voltage range¹⁾²⁾

AC power frequency / range

Min. short-circuit ratio at the AC terminals

Power factor at rated power / displacement power factor adjustable³⁾

Efficiency

Max. efficiency / European efficiency / CEC efficiency⁴⁾

Protective Devices

Input-side disconnection point

Output-side disconnection point

DC overvoltage protection

AC overvoltage protection (optional)

Lightning protection (according to IEC 62305-1)

Ground-fault monitoring / remote ground-fault monitoring

Insulation monitoring

Degree of protection: electronics / air dust / connection area (as per IEC 60529)

General Data

Dimensions (W / H / D)

Weight

Self-consumption (max.⁵⁾ / partial load⁶⁾ / average⁵⁾

Self-consumption (standby)

Internal auxiliary power supply

Operating temperature range⁷⁾

Noise emission⁸⁾

Temperature range (standby)

Temperature range (storage)

Max. permissible value for relative humidity (condensing / non-condensing)

Maximum operating altitude above MSL⁹⁾ 2000 m / 3000 m / 4000 m

Fresh air consumption

Features

DC connection

AC connection

Communication

Communication with SMA string monitor (transmission medium)

Enclosure / roof color

Display

Supply transformer for external loads

Standards and directives complied with

EMC standards

Quality standards and directives complied with

• Standard features ○ Optional

Type designation

Sunny Central 2200

570 to 950 V / 850 V

545 V / 645 V

1100 V

3960 A / 3600 A

6400 A

24

2 x 800 kmil, 2 x 400 mm²

○

200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A

2200 kVA / 2080 kVA / 2000 kVA

1760 kW / 1664 kW / 1600 kW

3300 A

< 3% at nominal power

385 V / 308 V to 462 V

50 Hz / 47 Hz to 53 Hz

60 Hz / 57 Hz to 63 Hz

> 2

1 / 0.8 overexcited to 0.8 underexcited

98.6% / 98.4% / 98.0%

DC load break switch

AC circuit breaker

Surge arrester, type I

Surge arrester, class I

Lightning Protection Level III

○ / ○

○

IP65 / IP34 / IP34

2780 / 2318 / 1588 mm (109.4 / 91.3 / 62.5 inch)

< 3400 kg / < 7496 lb

< 8100 W / < 1800 W / < 2000 W

< 300 W

Integrated 8.4 kVA transformer

-25 °C to 60 °C / -13 °F to 140 °F

66.4 dB(A)

-40 °C to 60 °C / -40 °F to 140 °F

-40 °C to 70 °C / -40 °F to 158 °F

95% to 100% (2 month/year) / 0% to 95%

• / ○ / ○ (earlier temperature-dependent de-rating)

6500 m³/h

Terminal lug on each input (without fuse)

With busbar system (three busbars, one per line conductor)

Ethernet, Modbus Master, Modbus Slave

Modbus TCP / Ethernet (FO MM, Cat-5)

RAL 9016 / RAL 7004

HMI touchscreen (10.1")

○ (2.3 kVA)

CE, IEC / EN 62109-1, IEC / EN 62109-2, UL1741, BDEW-MSRL,

(IEEE) 1547, UL 840 Cat. IV, Arrêté du 23/04/08

IEC / EN 61000-6-4, IEC / EN 61000-6-2, EN 55022, CISPR 22:2008

modified class A, FCC Part 15 Class A

VDE/VDE 2862 page 2, DIN EN ISO 9001

SC2200-10

1) At nominal AC voltage < 385 V, nominal AC power decreases in the same proportion

2) Efficiency measured with internal power supply

3) Self-consumption at rated operation

4) Self-consumption at < 75% Pn at 25 °C

5) Self-consumption averaged out from 5% to 100% Pn at 25 °C

6) Sound pressure level at a distance of 10 m

7) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.

SUNNY CENTRAL 1500 V

Technical Data

Input (DC)

MPP voltage range V_{DC} (at 25°C / at 50°C)
 Min. input voltage $V_{DC, min}$ / Start voltage $V_{DC, start}$
 Max. input voltage $V_{DC, max}$
 Max. input current $I_{DC, max}$ (at 25°C / at 50°C)
 Max. short-circuit current rating
 Number of DC inputs
 Max. number of DC cables per DC input (for each polarity)
 Integrated zone monitoring
 Available DC fuse sizes (per input)

Output (AC)

Nominal AC power at $\cos \phi = 1$ (at 25°C / at 40°C / at 50°C)
 Nominal AC power at $\cos \phi = 0.8$ (at 25°C / at 40°C / at 50°C)
 Nominal AC current $I_{AC, nom} = \text{Max. output current } I_{AC, max}$
 Max. total harmonic distortion
 Nominal AC voltage / nominal AC voltage range¹⁾
 AC power frequency

Min. short-circuit ratio at the AC terminals

Power factor at rated power / displacement power factor adjustable²⁾

Efficiency

Max. efficiency³⁾ / European efficiency³⁾ / CEC efficiency³⁾

Protective Devices

Input-side disconnection point
 Output-side disconnection point
 DC overvoltage protection
 AC overvoltage protection (optional)
 Lightning protection (according to IEC 62305-1)
 Ground-fault monitoring / remote ground-fault monitoring
 Insulation monitoring
 Degree of protection: electronics / air duct / connection area (as per IEC 60529)

General Data

Dimensions (W / H / D)
 Weight
 Self-consumption (max.⁴⁾ / partial load⁵⁾ / average⁶⁾
 Self-consumption (standby)
 Internal auxiliary power supply
 Operating temperature range⁷⁾
 Noise emission⁷⁾
 Temperature range (standby)
 Temperature range (storage)
 Max. permissible value for relative humidity (condensing / non-condensing)
 Maximum operating altitude above MSL⁸⁾ 2000 m / 3000 m
 Fresh air consumption

Features

DC connection
 AC connection
 Communication
 Communication with SMA string monitor (transmission medium)
 Enclosure / roof color
 Display
 Supply transformer for external loads
 Standards and directives complied with

EMC standards

Quality standards and directives complied with

● Standard features ○ Optional * preliminary

Type designation

Sunny Central 2500-EV

Sunny Central 2750-EV

850 V to 1425 V / 1275 V
 778 V / 878 V
 1500 V
 3000 A / 2700 A
 6400 A
 24
 2 x 800 kmil, 2 x 400 mm²
 ○
 200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A

875 V to 1425 V / 1275 V
 849 V / 949 V
 1500 V
 3206 A / 2914 A
 6400 A
 24
 2 x 800 kmil, 2 x 400 mm²
 ○
 200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A

2500 kVA / 2350 kVA / 2250 kVA
 2000 kW / 1880 kW / 1800 kW
 2624 A
 < 3% at nominal power
 550 V / 440 V to 660 V
 50 Hz / 47 Hz to 53 Hz
 60 Hz / 57 Hz to 63 Hz
 > 2

2750 kVA / 2600 kVA / 2500 kVA
 2200 kW / 2080 kW / 2000 kW
 2646 A
 < 3% at nominal power
 600 V / 480 V to 690 V
 50 Hz / 47 Hz to 53 Hz
 60 Hz / 57 Hz to 63 Hz
 > 2⁹⁾

1 / 0.8 overexcited to 0.8 underexcited

98.6% / 98.3% / 98.0%

98.7% / 98.6% / 98.5%*

DC load-break switch
 AC circuit breaker
 Surge arrester, type I
 Surge arrester, class I
 Lightning Protection Level III
 ○ / ○
 ○
 IP65 / IP34 / IP34

2760 / 2318 / 1588 mm (109.4 / 91.3 / 62.5 inch)
 < 3400 kg / < 7496 lb
 < 8100 W / < 1800 W / < 2000 W
 < 370 W
 Integrated 8.4 kVA transformer
 -25 to 60°C / -13 to 140°F
 64.3 dB(A)
 -40 to 60°C / -40 to 140°F
 -40 to 70°C / -40 to 158°F
 95% to 100% (2 month / year) / 0% to 95%
 ● / ○ (earlier temperature-dependent derating)
 5500 m³/h

Terminal lug on each input (without fuses)
 With busbar system (three busbars, one per line conductor)
 Ethernet, Modbus Master, Modbus Slave
 Modbus TCP / Ethernet (FO MM, Cat-5)

RAL 9016 / RAL 7004

HMI touchscreen (10.1")

○ (2.5 kVA)

CE, IEC / EN 62109-1, IEC / EN 62109-2, BDEW-MS&L, IEEE 1547,
 Arrêté du 23/04/08

EN 55011:2011-4, IEC / EN 61000-6-2, EN 55022, CISPR 22:2008
 modified class A, FCC Part 15 Class A

VDE/VDE 2862 page 2, DIN EN ISO 9001

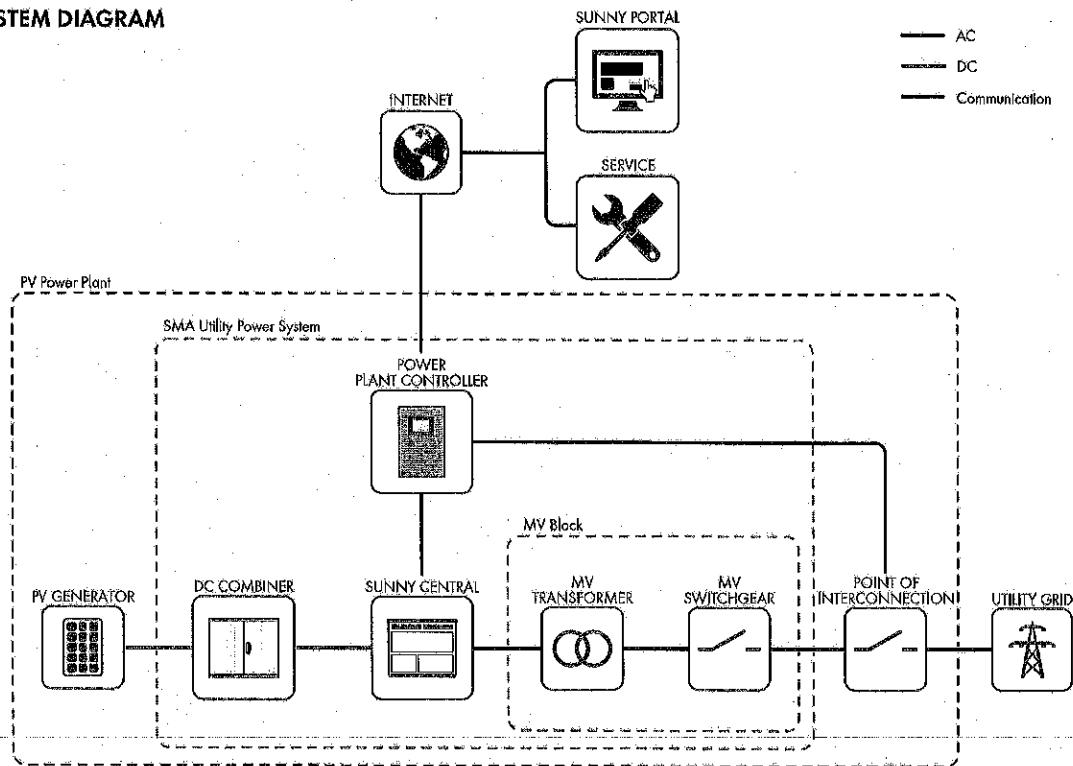
SC-2500-EV-10

SC-2750-EV-10

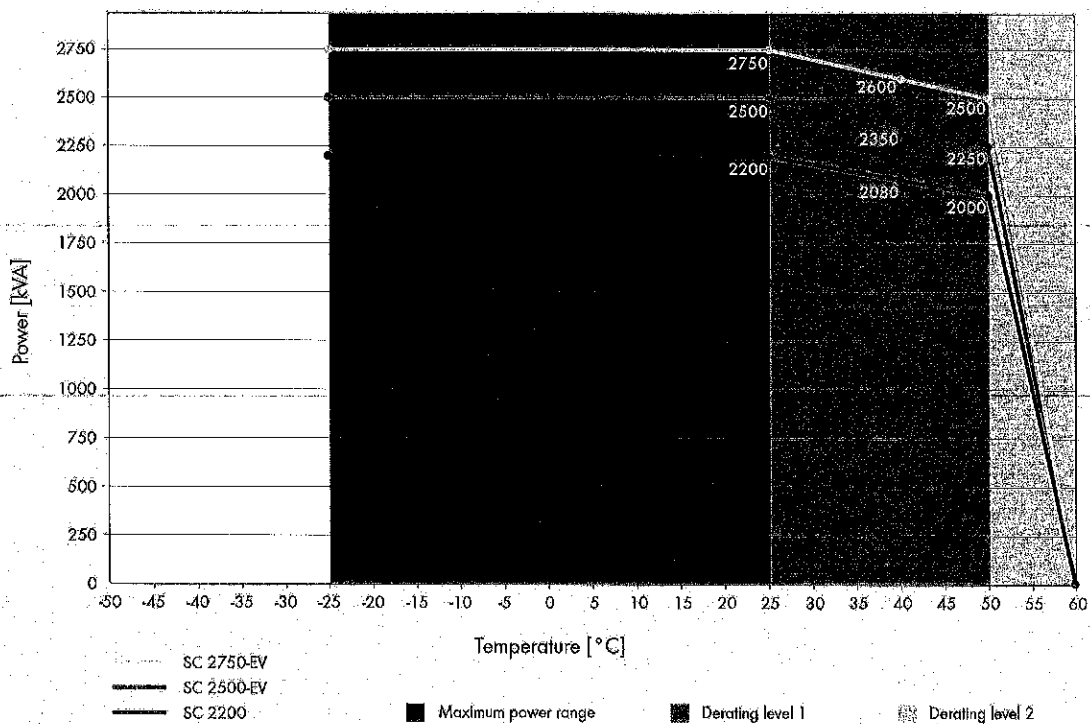
1) At nominal AC voltage, nominal AC power decreases in the same proportion
 2) Efficiency measured without internal power supply
 3) Efficiency measured with internal power supply
 4) Self-consumption at rated operation
 5) Self-consumption at < 72% P_n at 25°C

6) Self-consumption averaged out from 5% to 100% P_n at 25°C
 7) Sound pressure level at a distance of 10 m
 8) Values apply only to inverters. Permissible values for SMA MV solutions from
 SMA can be found in the corresponding data sheets.
 9) A short-circuit ratio of < 2 requires a special approval from SMA

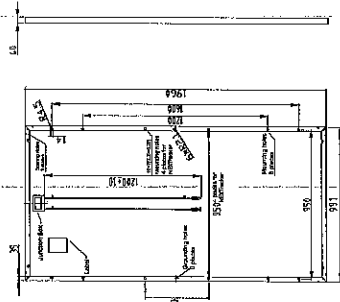
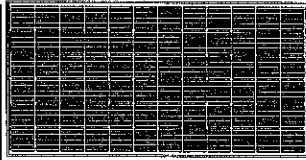
SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR



MECHANICAL DIAGRAMS



■ customized cable length available upon request

SPECIFICATIONS

Cell	Mono 156.75x156.75mm			
Weight	22.9kg±5%			
Dimensions	1930x951x40mm			
Cable Cross Section Size	4mm ² (12AWG)			
No. of cells	72 (8x12)			
Junction Box	IP67, 2 Out			
Connector	Amphenol UTX			
Packaging Configuration	27 Per Pallet			

OPERATING CONDITIONS

Minimum System Voltage	1500V DC (UL)
Operating Temperature	-40°C~+85°C
Maximum Series Fuse	30A
Maximum Load	340W (11.1A) 360W (11.8A) 2400Pa (50 lbf)
NOCT	45±2°C
Fire Performance	Type 1
Application Class	Class A

ELECTRICAL PARAMETERS AT STC

TYPE	JAM72S01 -340PR	JAM72S01 -355PR	JAM72S01 -360PR
Rated Maximum Power (P _{max}) [W]	340	345	360
Open Circuit Voltage (V _{oc}) [V]	49.88	47.24	47.45
Maximum Power Voltage (V _{mp}) [V]	38.18	38.58	38.78
Short Circuit Current (I _{sc}) [A]	9.48	9.54	9.69
Maximum Power Current (I _{mp}) [A]	8.91	9.07	9.19
Module Efficiency [%]	17.50	17.76	18.02
Power Tolerance	0~+0.1W		
Temperature Coefficient of I _{sc} (α _{Isc})	+0.060%/°C		
Temperature Coefficient of V _{oc} (α _{Voc})	-0.303%/°C		
Temperature Coefficient of P _{max} (α _{Pmax})	-0.300%/°C		
STC	Irradiance: 1000W/m ² ; cell temperature 25°C; AM 1.5G		

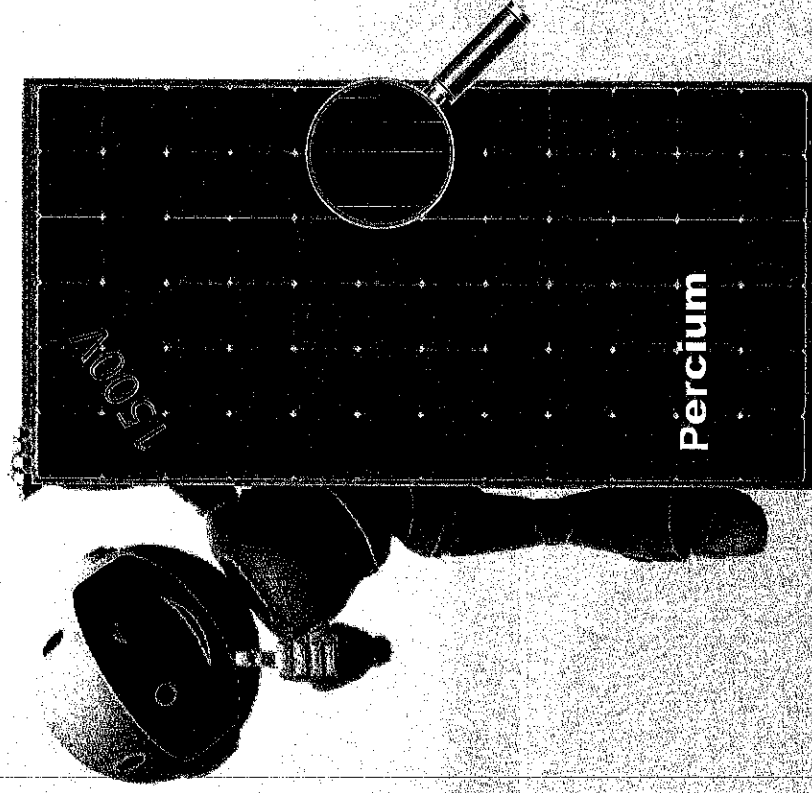
ELECTRICAL PARAMETERS AT NOCT

TYPE	JAM72S01 -340PR	JAM72S01 -355PR	JAM72S01 -360PR
Max Power (P _{max}) [W]	280	254	287
Open Circuit Voltage (V _{oc}) [V]	43.28	43.52	43.88
Max Power Voltage (V _{mp}) [V]	33.25	33.51	33.75
Short Circuit Current (I _{sc}) [A]	7.48	7.51	7.61
Max Power Current (I _{mp}) [A]	7.09	7.14	7.19
NOCT	Irradiance: 800W/m ² ; ambient temperature: 20°C; wind speed: 1 m/s; AM 1.5G		

Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.
*For field-tracker installations, also testing performance front load increasing 2400Pa while back load measure 1800Pa.

US_EN_2017028A

360W Mono Si 72 Cells

Harvest the Sunshine
Premium Cells. Premium Modules

www.jasolar.com

Percium Cell

- The mono cell technology with passivated backside and local BSF
- >21% average mass production efficiency

More Power Per m²

Higher conversion efficiency - more power production per unit area

Lower System Cost

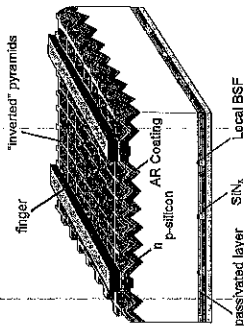
Higher conversion efficiency helps you to save

- Transportation costs
- Installation costs
- BOS costs

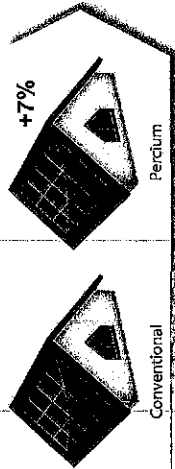
Excellent Low-light Performance

Enhanced spectral response at longer wavelength boosts low-light performance, which can produce more than 3% additional power compared with conventional module at system side.

Average Mass Production Efficiency >21%



Benefit: 7% More Power

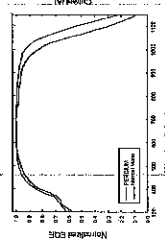


Benefit: Save System Costs Per Watt



Cost saving estimation made by comparison between 330W and 355W modules

Benefit: Excellent Low-light Performance



EOE—External quantum efficiency

Relative module efficiency comparison under different irradiance

Source: TÜV SÜD

High Reliability

- Long-term reliability tests
- Harsh climate environment endurance tests
- PID-resistance tests
- Certified by TÜV SÜD and ETL
- Industry-leading cell technology
- High quality components from best suppliers
- Manufacturing inspected and certified by P-Berlin and Solar-IF
- 100% in-house automatic manufacturing



Other Features

- Positive power tolerance: 0~+5W
- Modules binned by current to improve system performance
- Excellent mechanical load resistance: Certified to withstand high wind loads (2400Pa) and heavy snow loads (5400Pa)

JA Solar Holdings Co., Ltd.

JA Solar Holdings Co., Ltd. is a world leading manufacturer of high-performance solar power products that convert sunlight into electricity for residential, commercial and utility-scale power generation. The company was founded in May 2005 and publicly listed on NASDAQ in February 2007. JA Solar has been the world's leading cell producer since 2010, and has firmly established itself as a tier 1 module supplier since 2012. Capitalizing on our strength in solar cell technology, we are committed to provide modules with unparalleled conversion efficiency, yield efficiency, and reliability to enable you to maximize your returns on PV projects. With its leading industry experience, continuous effort on R&D, customer-oriented service and solid financial status, JA Solar is your best choice of long-term trustworthy partner.

Add: Building No.8, Huade Center Automobile Market, No.100 Road, Fengtai District, Beijing, China

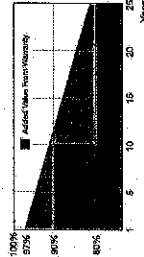
Tel: +86 (10) 63811388

Fax: +86 (10) 63811689

Email: sales@jasolar.com market@jasolar.com

Product Warranty

- 12-year product warranty
- 25-year linear power warranty



Additional Insurance Options



Partner Section

David Atherton

From: Lyn Des Marais <lyn.desmarais@gmail.com>
Sent: Tuesday, March 6, 2018 7:40 PM
To: datherton@townofbrandon.com
Subject: Indemnification for solar panels

Dear Select Board of the Town of Brandon and Town Manager,

We bought our farm in late 2013. We are, this summer, hoping to work with AmeriCorps to finish cleaning a trash dump/ log jam but of trash in Otter Creek, we are told left over from Irene. Despite best efforts, we have been unable to get anyone to pay for the clean up or indeed to do it. We may be able to get the AmeriCorps volunteers to fish the trash out but we, Jim and I, will have to pay for it to be hauled away.

With this in mind, we are aware that a very large solar installation is planned upstream of us. When another Irene happens, or some other Act of God, which is outside the purview of insurance, we do not want to be left with shattered solar panels on our land, in our fields and wetlands, or in "our portion" of Otter Creek. We are aware that there are components of solar panels that are hazardous. We do NOT want to be responsible for any of this clean up.

Could you please have the conversation with the solar company before installation begins and ensure that downstream landowners are indemnified and protected from this type of liability?

We would like to see a bond posted by the solar company, for the benefit of the Town of Brandon, and downstream landowners, for sufficient funds to pay for any future clean up. We would like this to be specifically discussed with the solar company.

Please keep us in the loop on this issue.

Thank you,
Lyn and Jim Des Marais

To: Dave Atherton, Town Manager
Select Board Members

From: Elaine S. Smith

Re: March Appointments

Date: March 9, 2018

I contacted the individuals who served in these positions last year. Carol Bertrand is no longer interested in serving on the Budget Committee. The other incumbents have all expressed interest in reappointment.

Jim Leary was already appointed to be our 2018 Green Up Day Coordinator but he is willing to be our Coordinator again in 2019.

In addition to finding a replacement for Carol, we still need a rep and an alternate for the BLSG Insect Control District and an alternate for the Rutland County Solid Waste District.

BLSG Insect Control District

- Wayne Rausenberger

Budget Committee

- Jan Coolidge
- Anthony Peduto
- Doug Sawyer

Fence Viewers

- Cindy Bell
- Todd Nielsen
- John Reynolds

Green Up Day Coordinator

- Jim Leary

Inspector of Lumber, Shingles and Wood

- John Reynolds

Rutland County Solid Waste Dist.

- Gabe McGuigan

Tree Warden

- Wayne Kingsley

Weigher of Coal

- Lou Faivre

Elaine S. Smith
Town of Brandon
49 Center Street
Brandon, VT 05733
(802) 247-3635 ext. 201
esmith@townofbrandon.com

03/09/18
12:06 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63009 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 03/12/18 To 03/12/18

Page 1
LUANNE

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
301005	AIRGAS USA, LLC	9073044767 oxygen	61.06	0.00	61.06	44902	03/12/18
301005	AIRGAS USA, LLC	9073251047 oxygen	61.06	0.00	61.06	44902	03/12/18
200263	ALDRICH & ELLIOTT, PC	77508 Champlain PS	52.00	0.00	52.00	44903	03/12/18
200263	ALDRICH & ELLIOTT, PC	77513 Park St - Stormwater	5563.58	0.00	5563.58	44904	03/12/18
200263	ALDRICH & ELLIOTT, PC	77555 Park St -Sewer and Water	2127.00	0.00	2127.00	44905	03/12/18
100015	ALLEN ENGINEERING & CHEMICAL C	11151245001 potassium permanganate	255.00	0.00	255.00	44906	03/12/18
100015	ALLEN ENGINEERING & CHEMICAL C	11151247401 chlorine	476.85	0.00	476.85	44906	03/12/18
100015	ALLEN ENGINEERING & CHEMICAL C	11151254801 chlorine	476.85	0.00	476.85	44906	03/12/18
100598	AUBUCHON HARDWARE	1618915410 zinc chain, links	71.68	0.00	71.68	44907	03/12/18
100598	AUBUCHON HARDWARE	1618915411 fasteners, gloves	21.63	0.00	21.63	44908	03/12/18
100598	AUBUCHON HARDWARE	1618915412 light bulbs	10.74	0.00	10.74	44909	03/12/18
100598	AUBUCHON HARDWARE	1618915413 fasteners	1.26	0.00	1.26	44910	03/12/18
100598	AUBUCHON HARDWARE	1618915414 outlet, batteries	14.97	0.00	14.97	44911	03/12/18
100900	BFD #1	0127 PAT BRYANT 1 ROSSITER	270.86	0.00	270.86	44912	03/12/18
100190	BLUE SEAL FEEDS	329-1634 straw and lime	21.97	0.00	21.97	44913	03/12/18
100275	BRANDON FREE PUBLIC LIBRARY	MARCH 2018 APPROPRIATION	7125.00	0.00	7125.00	44914	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	528029/3 fasteners	3.64	0.00	3.64	44915	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	528110/3 screws	2.85	0.00	2.85	44915	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	528164/3 wood lath	13.99	0.00	13.99	44915	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	528181/3 hot water nozzle	9.99	0.00	9.99	44915	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	528216/3 trash bags	27.98	0.00	27.98	44915	03/12/18
100280	BRANDON LUMBER & MILLWORK CO.	736377/3 storm windows	3114.00	0.00	3114.00	44915	03/12/18
200218	BRANDON REPORTER	2-28-18 FEB ADVERTISING	351.01	0.00	351.01	44916	03/12/18
100310	BRANDON SENIOR CITIZENS CENTER	MARCH 2018 APPROPRIATION	1125.00	0.00	1125.00	44917	03/12/18
310049	BROOK FIELD SERVICES	2018 2018 maint agreement	2191.00	0.00	2191.00	44918	03/12/18
310310	C.N. WOOD CO., INC.	01558463 parts for sidewalk sande	226.05	0.00	226.05	44919	03/12/18
100198	CARGILL, INCORPORATED	2903954406 salt	2683.33	0.00	2683.33	44920	03/12/18
100198	CARGILL, INCORPORATED	2903969271 salt	1484.17	0.00	1484.17	44920	03/12/18
100198	CARGILL, INCORPORATED	2903972231 salt	1467.69	0.00	1467.69	44920	03/12/18
100051	CARR, BERNIE	3/6/18 town meeting	25.00	0.00	25.00	44921	03/12/18
301503	CHAMPLAIN VALLEY PLUMBING	742720 diesel fuel	684.96	0.00	684.96	44922	03/12/18
301503	CHAMPLAIN VALLEY PLUMBING	839476 diesel fuel	1281.36	0.00	1281.36	44922	03/12/18
301503	CHAMPLAIN VALLEY PLUMBING	839671 gasoline	750.01	0.00	750.01	44922	03/12/18
301503	CHAMPLAIN VALLEY PLUMBING	843478 heating fuel @ HWY	340.40	0.00	340.40	44922	03/12/18
301503	CHAMPLAIN VALLEY PLUMBING	844500 diesel fuel	392.00	0.00	392.00	44922	03/12/18
310703	CITY HALL SYSTEMS, INC.	15863 online credit card syste	43.66	0.00	43.66	44923	03/12/18
310097	COMCAST	WW 2-21-18 MARCH SERVICE	172.41	0.00	172.41	44924	03/12/18
310177	COTT SYSTEMS, INC.	120479 MARCH HOST FEE	233.00	0.00	233.00	44925	03/12/18
330426	CVC PAGING	160-16883 MARCH PAGERS	23.90	0.00	23.90	44926	03/12/18
300466	DUNDON PLUMBING & HEATING INC	40416 jetted line - Franklin S	1850.00	0.00	1850.00	44927	03/12/18
100494	ENDYNE INC	256881 testing	46.00	0.00	46.00	44928	03/12/18
330422	FERGUSON WATERWORKS #590	0806308 pipe, couplings	591.96	0.00	591.96	44929	03/12/18
300187	FLORENCE CRUSHED STONE	225088 3/4 minus	119.00	0.00	119.00	44930	03/12/18
100925	FOLEY SERVICES INC	1150158 uniforms	21.00	0.00	21.00	44931	03/12/18
100925	FOLEY SERVICES INC	1150160 uniforms	39.55	0.00	39.55	44931	03/12/18
100925	FOLEY SERVICES INC	1151580 uniforms	21.00	0.00	21.00	44931	03/12/18
100925	FOLEY SERVICES INC	1151581 uniforms	39.55	0.00	39.55	44931	03/12/18
100900	FOLEY, PATRICK AND CHRISTINE	0274 SEWER OVER PAID	123.43	0.00	123.43	44932	03/12/18
310258	FRANKIEWICZ, MIKE	3-6-18 polls 3-6-18	95.00	0.00	95.00	44933	03/12/18
310426	FYLES BROS., INC.	124939 propane @ Town Hall	104.68	0.00	104.68	44934	03/12/18

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TOWN OF BRANDON Accounts Payable
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All Invoices For Check Acct 01(10 General Fund) 03/12/18 To 03/12/18

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100650	GALLS LLC	009280886 tactical police boots	91.95	0.00	91.95	44935	03/12/18
100650	GALLS LLC	009305267 boots	153.95	0.00	153.95	44935	03/12/18
100725	GREEN MOUNTAIN GARAGE	116481 wiper blades	11.69	0.00	11.69	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117089 bulbs	9.12	0.00	9.12	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117152 antifreeze	23.73	0.00	23.73	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117235 gearbox oil	282.00	0.00	282.00	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117511 headlight bulb	18.49	0.00	18.49	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117595 adjust brakes trk #6	70.00	0.00	70.00	44936	03/12/18
100725	GREEN MOUNTAIN GARAGE	117734 windshield washer	2.66	0.00	2.66	44936	03/12/18
310622	GREG'S TIRE SALES & SERVICE, I	44079 tire for F-550	160.00	0.00	160.00	44937	03/12/18
300600	HOLLAND COMPANY INC	8960 sodium bisulfite	1653.30	0.00	1653.30	44938	03/12/18
310704	JENNINGS, DEBRA	3-6-18 polls 3-6-18	20.00	0.00	20.00	44939	03/12/18
310401	JOHNSON, KATHLEEN	3-6-18 polls 3-6-18	25.00	0.00	25.00	44940	03/12/18
100873	LHS ASSOCIATES INC	56929 CODING & BALLOTS	1614.40	0.00	1614.40	44941	03/12/18
310564	MAGEE OFFICE PRODUCTS	973596 paper	99.96	0.00	99.96	44942	03/12/18
310630	MASTERCARD	11983 youth BB pizza	100.00	0.00	100.00	44943	03/12/18
310630	MASTERCARD	11984 pre-stamped envelope	2306.95	0.00	2306.95	44943	03/12/18
310630	MASTERCARD	23460 FBI-LEEDA membership	50.00	0.00	50.00	44943	03/12/18
310630	MASTERCARD	23461 transcripts Castleton Un	7.50	0.00	7.50	44943	03/12/18
310062	MCCULLOUGH BROS., INC.	02/28/18 tree removal on River St	400.00	0.00	400.00	44944	03/12/18
100949	MITCHELL TEES & SIGNS, INC	9874 volleyball net	76.00	0.00	76.00	44945	03/12/18
100149	MODERN CLEANERS & TAILORS, INC	FEB2018 uniform maintenance	68.00	0.00	68.00	44946	03/12/18
100900	MOL, ANDRE AND CARRIE	0440 SEWER OVER PAID	184.08	0.00	184.08	44947	03/12/18
100900	MORRIS, RICHARD W & KAREN A	0419 BOA DECISION	195.00	0.00	195.00	44948	03/12/18
310795	NATIONAL BUSINESS TECHNOLOGIES	IN228290 printer contract	88.28	0.00	88.28	44949	03/12/18
310795	NATIONAL BUSINESS TECHNOLOGIES	IN228291 copier contract	76.08	0.00	76.08	44949	03/12/18
100788	NEW ENGLAND MUNICIPAL RESOURCE	41330 MARCH ASSESSMENT	1416.66	0.00	1416.66	44950	03/12/18
100836	PARRO'S GUN SHOP & POLICE SUPP	180223-061-0 holster	144.00	0.00	144.00	44951	03/12/18
330423	PATCH, TERRIE	3-6-18 polls 3-6-18	25.00	0.00	25.00	44952	03/12/18
300028	PETERSON, LAURA	3-6-18 polls 3-6-18	25.00	0.00	25.00	44953	03/12/18
310736	POCKETTE PEST CONTROL	10632 Feb pest control/Police	65.00	0.00	65.00	44954	03/12/18
310736	POCKETTE PEST CONTROL	10633 Feb pest control/Town Of	70.00	0.00	70.00	44954	03/12/18
310736	POCKETTE PEST CONTROL	10634 Feb pest control/Twn Hal	80.00	0.00	80.00	44954	03/12/18
310736	POCKETTE PEST CONTROL	10659 Mar pest control/Police	65.00	0.00	65.00	44954	03/12/18
310736	POCKETTE PEST CONTROL	10660 Mar pest control/Town Of	70.00	0.00	70.00	44954	03/12/18
310736	POCKETTE PEST CONTROL	10663 Mar pest control Twn Hal	80.00	0.00	80.00	44954	03/12/18
100900	PUTNAM, DARLENE	0960 SEWER OVER PAID	79.10	0.00	79.10	44955	03/12/18
300710	RIDEOUT, LAURA	3-6-18 polls 3-6-18	25.00	0.00	25.00	44956	03/12/18
300661	RIDEOUT, SCOTT	3-6-18 POLLS 3-6-18	20.00	0.00	20.00	44957	03/12/18
200179	ROOTX	51476 root killer	454.00	0.00	454.00	44958	03/12/18
300375	RUTLAND CITY	20788SLUDGE Jan processing of sludge	4620.00	0.00	4620.00	44959	03/12/18
100005	RUTLAND COUNTY SOLID WASTE DIS	24576 FEB SURCHARGE	865.10	0.00	865.10	44960	03/12/18
100491	RUTLAND HERALD	00017092-2 2nd Park St bond ad	258.84	0.00	258.84	44961	03/12/18
100491	RUTLAND HERALD	00017092-3 3rd Park St bond ad	258.84	0.00	258.84	44961	03/12/18
300895	RUTLAND PRINTING COMPANY, INC.	25769 Town Reports	2889.00	0.00	2889.00	44962	03/12/18
310418	SILLOWAY NETWORKS INC	20184998 tech support	110.00	0.00	110.00	44963	03/12/18
100571	TAYLOR RENTAL SALES & SERVICE	01-215680-01 hose for culvert thawer	172.09	0.00	172.09	44964	03/12/18
200277	THUNDER TOWING & AUTO RECOVERY	5048 wiper blades	29.79	0.00	29.79	44965	03/12/18
200277	THUNDER TOWING & AUTO RECOVERY	5050 lube, oil and filter	29.95	0.00	29.95	44965	03/12/18
200277	THUNDER TOWING & AUTO RECOVERY	5057 lube, oil and filter	29.95	0.00	29.95	44965	03/12/18

03/09/18

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TOWN OF BRANDON Accounts Payable

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All Invoices For Check Acct 01(10 General Fund) 03/12/18 To 03/12/18

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
200277	THUNDER TOWING & AUTO RECOVERY 5078	battery	139.95	0.00	139.95	44965	03/12/18
330348	VERIZON WIRELESS 9802181802	serv Jan 23 - Feb 22	240.06	0.00	240.06	44966	03/12/18
300382	VLCT EMPLOYMENT RESOURCE AND B 26712-Q2	Q2 - Unemployment Ins	734.00	0.00	734.00	44967	03/12/18
100146	VLCT PACIF MAR2018	liability/workers comp	51904.25	0.00	51904.25	44968	03/12/18
310570	WHOLESALE DISTRIBUTORS B18888	hand soap	34.00	0.00	34.00	44969	03/12/18
100577	WILK PAVING, INC W18-029	cold patch	546.00	0.00	546.00	44970	03/12/18
100577	WILK PAVING, INC W18-22	cold patch	491.40	0.00	491.40	44970	03/12/18
Report Total			110,070.20	0.00	110,070.20		

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 \$ ***110,070.20

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

03/09/18

12:11 pm

TOWN OF BRANDON Accounts Payable

Check Warrant Report # 63010 Current Prior Next FY Invoices

All Invoices For Check Acct 99 (10 General Fund) 03/12/18 To 03/12/18

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100051	CARR, BERNIE	PIO FEB 18	PTO February 2018	1695.00	0.00	1695.00	44971 03/12/18
100456	DUBOIS & KING INC	218077	Progress report #17	30977.81	0.00	30977.81	44972 03/12/18
100456	DUBOIS & KING INC	318025	Progress report #18	22308.45	0.00	22308.45	44973 03/12/18
310760	FUSS & O'NEILL INC	0200017	Seg 6 Roadway Design	10315.90	0.00	10315.90	44974 03/12/18
Report Total			65,297.16	0.00	65,297.16		

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 \$ ****65,297.16

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