

Brandon Select Board Meeting
August 27, 2018
7:00 p.m.

The Brandon Select Board will meet Monday, August 27, 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) Approval of Minutes
 - a) Select Board Public Hearing Minutes (Old Basin Road) - August 13, 2018
 - b) Select Board Minutes - August 13, 2018
- 3) Town Manager's Report
- 4) Zoning Administrator's Report
- 5) Comments for Items not on the Agenda
- 6) Approve Purchase and Sale Contract for Real Estate Conveyance
- 7) Fiscal
 - a) Warrant - August 27, 2018 - \$1,094,842.13
 - b) Route 7 Construction Warrant - August 27, 2018 - \$626,905.39
 - c) Bridge 114 Warrant - August 27, 2018 - \$68,360.89
 - d) Churchill Road Bridge Warrant - August 27, 2018 - \$79,883.84
- 8) Executive Session: 1 V.S.A. § 313(a)(3)
The appointment or employment or evaluation of a public officer or employee
- 9) Adjournment

**Brandon Select Board Hearing
Discontinue Portion of Old Basin Road
August 13, 2018**

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

Also in Attendance: Marietta Sheehan, Mike Lee, Stephanie Lee, Cheri Jankosky, Joseph Jankosky, Ray Jobst, Jonathan Sagendof

1. Open Hearing

Seth Hopkins, Board Chair, opened the hearing for public comments at 6:40PM.

Mr. Hopkins stated the hearing is relative to the discontinuance, laying out & alternation of roads document regarding the Old Basin Road portion of Town Highway #29, starting approximately .52 miles from the intersection of Van Cortland and continuing to the intersection of Basin Road.

The hearing was open to public comment.

Marietta Sheehan advised she had witnessed a fire when driving down her road and was concerned if she had not noticed it, it could have been disastrous. She is against closing the road due to it being an alternate way of getting off the road in the event of something like a fire. Ms. Sheehan also questioned how Mr. Bailey is bothered by four-wheelers.

Ray Jobst noted the road has been impassable for many years and would not be an alternate route in the event of a fire. Ms. Sheehan questioned how the four-wheelers are getting through.

Doug Bailey stated the four wheelers are going through from the other end of the road or are going across John Sagendof's property. Ray Jobst stated to be able to get any vehicle across that road or to convert it to a drivable road would require a lot of work and funds. Mr. Jobst noted he does not have a problem with people coming across his property.

Joe Jankosky stated he drives all over Vermont and there are many roads the same as Old Basin Road. He questioned why the road cannot be left the way it is.

Doug Bailey stated the problem is more than the four wheelers. The Town is trying to control the numerous points of entry. There have been break-in problems and there is an assumption that some of the problems are from the four-wheelers.

Cheri Jankosky stated the road has always been this way and questioned it is being changed. If Basin Road is having a problem with four-wheelers now and they stop them

from coming that way, they will start coming up Van Cortland Road and it will create the problem on that road.

Tracy Wyman stated if that section were open on both ends, the four wheelers would come down that road. He asked why everyone was looking to leave it a class 4 road.

Doug Bailey stated he had deeded off four house lots to be sold and his development is over and now that the two landowners have purchased the final lots, they would not like a lot of travel on their properties.

Jonathan Sagendorf stated four-wheeler traffic has increased and questioned if this situation can be dealt with differently. He stated this would become Van Cortland Road's problem as well.

Mrs. Jankosky asked if it is deemed not a Class 4 road whether there would no longer be an opportunity for it to be opened. She also noted that the owner at the end has allowed the snowplow to turn around and expressed concern a future landowner might not be as amenable.

Doug Bailey advised the road is basically a footpath, but it is one of those things that it is not going to make much difference whether the Town drops that end.

Tracy Wyman questioned the property owners' concerns from that end, if something is put at the end of the road for a turnaround. Other than a point of access for walking out, what is the benefit of leaving it a Class 4 road? Mr. Wyman noted that Mr. Jobst had discussed the cost of improving the road with Markowski and they had indicated it would be at least \$100,000.00 to improve the road to get a path of some degree through there. Dave Atherton also noted there are wetlands to consider.

Seth Hopkins stated the Old Basin Road from Van Cortland Road is a Class 4 road and the Town has agreed to maintain it for snow plowing. Dave Atherton advised the Town maintains most of the Class 4 roads, but the Town does not have an obligation to do winter plowing.

Doug Bailey stated this area has been fenced for 50 years and Mr. Bailey has only had one person request permission to cross his land. There have been four-wheelers that have come through and left his gates open that allowed his livestock to get out. His project is complete and he pays taxes on the land, so there is no monetary gain for him personally in closing the road.

Ray Jobst advised that he has graded the road in the past as being part of the neighborhood, but the Town is now taking care of that part of Old Basin Road. Michael Lee noted other residents have also taken turns grading the road in the past.

Dave Atherton advised the Select Board has 60 days to take action on this item.

Devon Fuller summarized that if the Town throws up the road, there is concern with getting out in an emergency, that there is a good turn around area for a snowplow and that once the road is thrown up, it could not be brought back. On the other side, there is interest in throwing up the road to remove the four-wheeler access and that the portion of the road proposed to be thrown up would be too expensive for the Town to upgrade.

Mr. Atherton suggested it would be good to have a cul-de-sac at the end of the road for the snowplow to turn around. In order to update that section of the road, there would be many things that would need to be changed. Mr. Wyman asked if this area were thrown up, would it eliminate the potential for the remainder of Old Brandon Road to be upgraded to a Class 3, if that was the Town's decision in the future. Mr. Atherton confirmed that it would not affect a change of the remainder of Old Brandon Road in the future. Mr. Jobst noted there is currently a turn around for a snowplow.

Mr. Lee stated that he and his wife would not have a problem with the discontinuance as long as there is a good turn around for the snowplow and traffic, and that there could still be potential to upgrade the road class in the future.

Seth Hopkins noted a Class 3 road has to be in good and sufficient repair for all seasons and there are certain standards that are required before a road can be upgraded to a Class 3. Mr. Hopkins stated the Town has to prioritize its highway budget and the Select Board refers to the Public Works Director's judgment for the roads. Dave Atherton advised there are rules and regulations for culverts. The width of the road would also be a problem.

Seth Hopkins noted the Select Board would take action on this subject either at the August 27th or September 10th Select Board meeting.

2. Close Hearing

Seth Hopkins closed the hearing at 7:06PM.

Respectfully submitted,

Charlene Bryant
Recording Secretary

**Brandon Select Board Meeting
August 13, 2018**

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

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

Others In Attendance: Dave Atherton, Steve Bisette, Bernie Carr, Arlen Bloodworth, Dick Kirby, Mickeen Hogan, Chris Brickell, Lee Kahrs, Ray Jobst

1. Call to order

The meeting was called to order by Seth Hopkins at 7:09PM.

a) Agenda Adoption – Motion by Tracy Wyman/Devon Fuller to adopt the agenda, as amended. **The motion passed unanimously.**

Addition of Item 8. Fiscal – (f) Change to a Previously Signed Purchase Order

2. Approval of Minutes

a) Approval of Minutes – July 23, 2018 - Select Board Regular Meeting and Hearing

Motion by Brian Coolidge/Tracy Wyman to approve the July 23, 2018 Select Board Meeting minutes. **The motion passed with one abstention – Devon Fuller.**

3. Town Manager's Report

Dave Atherton provided the following update of the Segment 6 Project:

Last Three Weeks:

Installation of sewer main within Grove Street from Crescent Park north.

Installation of sewer services within Grove Street.

Installation of water main within Grove Street from Jiffy Mart south to Crescent Park.

Installation of utilities within Park Street.

Installation of water main adjacent to the Brandon Inn towards Route 7.

Sidewalk grading adjacent to the Hannaford's entrance.

Curb installation within Segment 'B', Central Park area.

Installation of foundation tubing for traffic signals.

Installation of hydrant No. 13 adjacent to Grove Street.

Installation of piping to accommodate fire protection to the Brandon Library.

Installation of lighting and traffic control lighting conduit.

Installation of storm water drainage piping within Park Street.

Roadway box cut and subbase preparation within Park Street. It is hoped to be paved soon than later.

Upcoming Two Weeks:

Continued installation of sewer main Grove Street from Crescent Park north.

Continued installation of water main within Grove Street from Jiffy Mart south to Crescent Park.

Sidewalk grading at various locations.

Sidewalk installation within Segment 'B'.

Roadway box cut, (subbase preparation) within Park Street and adjacent to businesses.

Continued installation of foundations for traffic signals.

Continued installation of storm water drainage piping within Park Street.

Continued installation of utilities between Central Park and adjacent businesses, (Brandon Inn and others).

Initiation of utility installations within West Seminary Street.

Installation of traffic signals and street lighting within Segment 'B'.

Continued installation of curbing.

Initiation of sidewalk installation within Segment 'B'.

Initiation of utility installation within Segment 'A', (south of Town).

Initiation of improvements to the Rite Aid parking area.

Continued mainline roadway preparation/ existing material removal.

Vehicular and pedestrian traffic control at each of the construction activity locations. They are trying to maintain two lanes as much as possible.

Regarding Bridge 114, Alpine Construction is forming the abutment wall No. 2 in front of 4 Conant Square. They will pour the small wall midweek and back-fill it 3 days later. They will then be removing some of the sidewalk in front of front of 4 Conant in preparation of the sidewalk retaining wall to be built on the north end of the bridge. In the park, they have re-mobilized the crane and power supply and will be vibrating in the approved sheeting. That will allow Alpine to begin the excavation for the abutment No. 1 footing without danger of collapse. Once ledge is reached on the park side, that footing will be formed and poured. Stone samples were placed against the arch by Alpine and viewed/accepted by VTrans. Alpine is working to have the stone milled to shape by a contractor off site. There will be a 60/40 mix of grey and beige with a couple of white stones to represent any marble.

Abutments are being poured for the Churchill Road Bridge. This project is moving along as planned.

The Town has received approval from Hazard Mitigation for the two properties on Newton Road submitted in April. Mr. Atherton will be notifying the landowners this week.

Ray Jobst questioned the radius turn in front of Rite Aid, as there is a drain and curb that could not be plowed around. He did not think there is a way to clear the drain and the plow will either pack up the drain or hit the curb. Mr. Atherton will review this area with the contractors.

Seth Hopkins requested a change in the agenda to move Item 7. Consider Revolving Loan Request for the next agenda discussion. All agreed.

7. Consider Revolving Loan Request

Bill Moore, Economic Development Director, read the following letter regarding a loan request from Ann Chartrand:

“On July 31, 2018, the Brandon Revolving Loan Fund Committee met to consider a loan request from Ann Chartrand on behalf of her newly formed company, Brandon Florist Shoppe, LLC for an amount totaling \$25,000.00. Ann presented her application to the committee on two occasions and has worked closely with Brian Declue of the Small Business Development Corporation to fully develop a comprehensive business plan. The committee felt that her own substantial investment and commitment to this conversion of a successful legacy business (formerly Carr's Florist) warranted approval by unanimous decision by the 5 members present.

The terms of the loan: 2.75 % amortized at a 15-year rate with a balloon at 7 years. Collateral would be first security interest in all business assets Brandon Florist Shoppe LLC, and second security interest in the business property owned by Ann Chartrand and located at 38 Grove Street, Brandon VT 05733.

Ann is committed to Brandon and the reopening and expansion of a business that has long served the greater Brandon area. The redevelopment and renovation of a prominent building that serves as the Route 7 southbound gateway to our rebuilt and revitalized downtown will further cement this renaissance our town is currently experiencing.”

Ann Chartrand corrected the property number to be 256 Grove Street, which is the property that Ms. Chartrand owns and would put up for collateral. The location is the former Brandon Auto. It was noted there is a mortgage on the building and this would be a second loan interest in the building.

Tracy Wyman asked if there would be any other businesses in the building. Ms. Chartrand advised that the florist shop would be 1/3 of the building, with the plan to renovate the remainder of the building to be rented to other businesses. Over this winter, the other part of the building will be rented for storage.

Motion by Tracy Wyman/Brian Coolidge to approve loan request of Ann Chartrand on behalf of Brandon Florist LLC for \$25,000.00 through the Revolving Loan Fund that had received the approval of the Loan Committee. **The motion passed unanimously.**

4. Comments for Items Not on the Agenda

Doug Bailey requested information for loan requests for the Revolving Loan Fund be included in the Select Board information packet for review prior to the meetings. Dave Atherton advised Mr. Moore had been on vacation and this request had been put together after his return. The approval process usually includes providing the information to the Select Board prior to the meetings.

Seth Hopkins noted the VLCT business meeting will be held on October 3rd and the Select Board is required to designate a delegate for attendance at the meeting.

Motion by Seth Hopkins/Tracy Wyman to appoint Dave Atherton as Brandon's delegate to the VLCT business meeting on October 3rd. **The motion passed unanimously.**

Devon Fuller reported the Downtown Brandon Alliance and the Chamber have started a promotion, "Meet You in Brandon". The events take place on Friday and offer a free gift to the first 50 people that visit the designated business on that day. This has included creemees from the Brandon House of Pizza, cookies from Gourmet Vermont and this week will be hand-cut fries at May's Place. Future sponsors will be Center Street Bar, Carr's Gifts and the Book & Leaf.

Bill Moore provided the following Rec Report: Brandon hosted a successful car show on July 25th. The event will be moved back a week next year due it conflicting with two other car shows in the area. The timeline for moving the play structure donated by McDonalds changed from October to August. This caused a problem with obtaining contractors' assistance due to their work schedules. Colleen Wright contacted J.M. Woodworking, who along with the assistance of several volunteers, removed the structure and placed it in storage for constructing in the spring. Mr. Moore noted John McClure deserves a round of applause for his efforts. Mr. Moore reported there are some tickets remaining for the Red Sox trip. He also noted sign-up for fall sports is beginning.

Sue Gage noted she was present because it was Lee Kahr's last Select Board meeting. Mr. Hopkins thanked Ms. Kahrs for all the work she has done while in Brandon.

Steve Bissette noted concern that the sidewalk along Route 7 to Steinberg Road is overgrown and people have to walk in the road. Dave Atherton stated a request was put in to Public Works today to trim that area. Mr. Bissette was also concerned with the culvert near the jersey barriers on Barlow Avenue that has brush grown up around it. Mr. Bissette thought that someone may drive into it. Dave Atherton reported this area has been viewed previously and the Public Works Director did not understand how people would drive into it. Mr. Atherton and Mr. Burlett will check out this area again. Mr. Atherton stated there are three public works people covering 80 miles of road and they are doing things as quickly as possible.

5. 2018 Tax Sales

Dave Atherton reported the Town's attorney has agreed to maintain the current tax sale structure for this year, but advised it will need to be changed for next year. Mr. Atherton advised there has been some concern about how the 15% fee is applied to the tax sale properties and noted it needs to be a fair fee across the board. Seth Hopkins stated there are two options; an hourly basis or a flat fee basis. The current fee structure is a flat fee and the proposed fee structure for the 2019 tax sales would be based on an hourly rate. Mr. Atherton stated the recommendation is the way the tax sale attorneys are doing business and he would like the Town to have less exposure to pending litigation. Mr. Atherton noted tax sales cost the Town money, but the penalty and

interest charged should cover the attorney's fees. Mr. Hopkins stated there was discussion of polling other towns. Mr. Atherton reported many towns do not do tax sales annually. Mr. Atherton recommended going with the straight hourly basis and the Town can collect the fees. Mr. Hopkins noted the Town did research for what other attorneys and towns are doing and questioned how the Select Board would like to proceed. Mr. Atherton noted the Town has a very good working relationship with its attorney and they have done a phenomenal job representing the Town. Doug Bailey asked if there are funds in the budget for the legal fees and Mr. Atherton stated the costs could be recouped at tax sale.

Motion by Brian Coolidge/Tracy Wyman to go with a straight hourly basis payment for Carroll, Boe and Pell for tax sale work beginning with the 2018 tax sale. **The motion passed unanimously.**

6. Route 73 Project Update

Dave Atherton reported VTrans will be starting culvert work on Route 73 this fall and will do the reclaim work next spring. Mr. Atherton did reach out to Natalie Boyle, Outreach Coordinator for VTrans, to advise there is truck traffic on that route and recommended they reach out to the local businesses. By the end of next year, all Class 1 roads will be new.

8. Fiscal

A) General Fund Warrant FY2018/2019 – August 13, 2018 - \$94,266.65

Motion by Devon Fuller/Brian Coolidge to approve the FY2018/2019 General Fund warrant of August 13, 2018 in the amount of \$94,266.65. **The motion passed unanimously.**

Mr., Fuller questioned the warrants for Miner Construction. Mr. Atherton reported the warrants were for work on the sewer pit and culvert work. Mr. Fuller questioned the fan purchase from Paris Farms. Mr. Moore advised this was purchased for one of the Rec events and will also be used during football season.

b) General Fund Warrant FY2017/2018 – August 13, 2018 - \$4,095.00

Motion by Tracy Wyman/Doug Bailey to approve the FY2017/2018 General Fund warrant of August 13, 2018 in the amount of \$4,095.00. **The motion passed unanimously.**

c) Route 7 Construction Warrant – August 13, 2018 - \$1,007,200.61

Motion by Doug Bailey/Devon Fuller to approve the Route 7 Construction warrant of August 13, 2018 in the amount of \$1,007,200.61. **The motion passed with one abstention – Tracy Wyman.**

d) Bridge 114 Warrant – August 13, 2018 - \$74,188.73

Motion by Devon Fuller/Doug Bailey to approve the Bridge 114 warrant of August 13, 2018 in the amount of \$74,188.73. **The motion passed unanimously.**

e) Churchill Road Bridge Warrant – August 13, 2018 - \$49,331.71

Motion by Tracy Wyman/Doug Bailey to approve the Churchill Road Bridge warrant of August 13, 2018 in the amount of \$49,331.71. **The motion passed unanimously.**

f) Change to a Previously Signed Purchase Order

Dave Atherton reported the police cruiser that was approved for this fiscal year was \$248.00 more than what had been approved by the Select Board due to tax, title and registration. The previously approved amount was \$31,782.00 and the final cost was \$32,030.00. Chief Brickell advised the equipment from the old cruiser would be transferred to the new cruiser and the new vehicle included lights, speakers and safety features that were previously an additional cost when purchasing a new cruiser.

Motion by Doug Bailey/Tracy Wyman to adjust the previously approved purchase order for the police cruiser by \$248.00 to cover the additional costs. **The motion passed unanimously.**

9. Executive Session: 1V.S.A 313(a)(3)

Dave Atherton advised it would be acceptable to do the executive session at the next meeting.

10. Adjournment

Motion by Brian Coolidge/Devon Fuller to adjourn the Select Board meeting at 7:52PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Town Manager Report for weeks of August 13 and 20, 2018

Segment 6: Last Two Weeks:

- Continued installation of sewer main Grove Street from Crescent Park North.
- Continued installation of water main within Grove Street from Jiffy Mart south to Pearl Street and within Pearl Street.
- Roadway box cut, (subbase preparation) within Park Street and Lot 'A', (adjacent to businesses).
- Continued installation of foundations for traffic signals.
- Continued installation of stormwater drainage piping within Park Street.
- Continued installation of utilities between Central Park and adjacent businesses, (Brandon Inn and others).
- Initiation of sidewalk installation within Segment 'B'.
- Improvements to the Rite Aid parking area.
- Base pavement placement within Park Street and Lot 'A'.
- Sewer installation within US Rte. 7 Crescent Park South to Prospect Street.
- Initiation of concrete headwall installation at former Brandon Auto culvert.
- Vehicular and pedestrian traffic control at each of the construction activity locations.

Upcoming Two Weeks:

- Sidewalk grading at various locations.
- Sidewalk installation within Segment 'B'.
- Roadway box cut, (subbase preparation) within US Rte 7 Jiffy Mart South.
- Initiation of traffic signals and street lighting installations within Segment 'B'.
- Installation of sewer / water services within Grove Street.
- Curb installation within Segment 'B', Central Park area / others.
- Stormwater drainage US Rte. 7 Jiffy Mart South.
- Continued concrete headwall installation former Brandon auto culvert.
- Continued water main installation US Ret 7, Pearl Street South to Prospect Street.
- Vehicular and pedestrian traffic control at each of the construction activity locations.

Bridge 114:

Alpine will be backfilling behind abutment No. 2 at 4 Conant Sq. Their stone mason will on site at the end of the week to rebuild the wall along the west side of the Neshobe and tie that wall into the new abutment.

Alpine is placing reinforcing steel in the footing for abutment No. 1 and will pour the concrete footing and shelf up to the level of the encased sewer on Friday morning 8/24. They will have to wait up to a week to backfill the abutment No.1 footing pending concrete test results. They will be able to strip the forms and tie and form the abutment No 1. wall but not pour that wall pending the same tests.

Alpine's mason will be moving to the face of the arch as well. Shoring needs to be constructed and the stones are being machined/shape currently.

Churchill Road Bridge:

The South bridge abutment has been poured. Preparing to pour footing for the North abutment.

Route 73:

LABOR DAY HOLIDAY: Crews will be off of the roadway by noon on Friday, 8/31 in observance of the Labor Day holiday. Work will resume on Tuesday, 9/4/18 at 7:00 AM.

Underdrain: Hutchins will be working on underdrain beginning in Brandon and heading east towards Goshen. This work will continue throughout next week. Please see attached project photo.

Traffic Information: Route 73 is not closed. One-way alternating traffic patterns may be necessary at times within active work zones. Traffic control personnel will be onsite helping to direct the flow of traffic. Motorists should be advised that there is a speed reduction in the work zone in Goshen from 50 MPH to 40 MPH.

Other items will be covered in the agenda.

ZONING ADMINISTRATOR'S REPORT/P.C.

August 23, 2018

Zoning

Jeff Biasuzzi has issued two permits since starting his new ZA assignment; for an open deck and for removal and replacement of a sunroom, both on private residences. There are three applications to be referred to the DRB received or anticipated. Public Hearings will likely be scheduled for early September to review:

- a. Renewing the Mobil Station Permit
- b. The Read bridge replacement permit (extend or require renewal)
- c. Change of use (by the new owner) to a commercial building near the Green.

Planning Commission (PC)

The PC requests the Select Board approve the following minor adjustment to the (draft) BLUO: Section 619 (Farm Animals); change *city limits* to read *Town limits*.

Once this final edit is made, the BLUO will need a final approval from the S.B.

There is continued discussion on Section 417 (Signage), regarding the selection of materials used in Sandwich Board signs (for alternates to wood or masonry).

Respectfully submitted;

Jeffrey M. Biasuzzi

Carroll, Boe & Pell, P.C.

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August 17, 2018

John Reynolds
16 Grove Street
Brandon, VT 05733

**Re: Purchase from Town of Brandon
5.0 Acres, East of Otter Creek, Brandon**

Dear Mr. Reynolds:

Our office is representing the Town of Brandon in connection with the above-referenced real estate matter. We will not be representing you in this matter and recommend that you consult with your own attorney.

I have enclosed a copy of the draft Purchase and Sale Contract for your review. Please note that the Contract is for 5 +/- acres because that is the amount of acreage that was originally conveyed to the Town in the 1960 Deed – see copy attached. You should also be aware that the Deed description does not appear to close; the southerly boundary of 841.50 feet, as depicted on the enclosed tax map, is not included in the Deed description.

The Quit Claim Deed you will receive from the Town does not warrant acreage or boundaries. The only way to determine the exact acreage and boundaries would be for you to obtain a survey of the property prior to the purchase.

If, after review of the enclosed documents, you wish to continue with this purchase, please let us know.

Sincerely,



Constance Tryon Pell, Esq.

CTP;wmm

Enclosures

Cc: David Atherton, Town of Brandon ✓

PURCHASE AND SALE CONTRACT

between

John Reynolds ("Purchaser")

and

The Town of Brandon, ("Seller")

This is a legally binding contract. If not understood, seek competent legal advice.

The undersigned Purchaser hereby offers and agrees to purchase the property described in Paragraphs 3 and 4 below (hereinafter "the Property"), upon the terms and conditions stated herein. Purchaser reserves the right to withdraw this offer at any time prior to Seller's acceptance. Once Seller accepts the offer by signing this Contract and providing a copy of the fully signed Contract to Purchaser, this shall constitute the parties' legally binding contract for the purchase and sale of the Property. The "Contract Date" shall be the date on which the last of the parties has signed this Contract.

1. **Purchaser:** John Reynolds

Address: 16 Grove Street, Brandon, VT 05733

Phone Number: _____

E-mail: _____

Purchasers' Attorney: _____

2. **Seller:** Town of Brandon

Address: 49 Center Street, Brandon, VT 05733

Phone Number: (802) 247-3635 x 210

E-mail: *datherton@townofbrandon.com*

Seller's Attorney: Constance Tryon Pell, Esq.
Carroll, Boe & Pell, PC
64 Court Street, Middlebury, VT 05753
(802) 388-6711
cpell@64court.com

3. **Address Of Property:** East of Otter Creek, in Brandon, Vermont, being Parcel #2 conveyed to the Town of Brandon in a Tax Deed of Elizabeth C. Unger, Town Constable and Collector of Taxes in and for the Town of Brandon, dated March 29, 1960, and recorded in the Brandon Land Records in Book ____ at Page 286.

4. **Property Description:** 5.0+/- acres of landlocked, undeveloped land depicted on the Town of Brandon tax map as Parcel #6-1-27.
5. **Total Purchase Price:** Seven Hundred Twenty U.S. Dollars (\$720.00).
6. **Earnest Money Deposit:** None.
7. **Closing:** Closing shall be held within one week of Seller's satisfaction of Special Condition 8.A. as stated herein, at the offices of Purchaser's attorney within the State of Vermont, unless otherwise agreed upon by the parties. The parties agree that time is of the essence with regard to the Closing Date.
8. **Special Conditions:** This Contract is subject to the following contingencies and special conditions. If any party terminates in accordance with the terms of one or more contingencies, the parties shall have no further obligations to each other. Failure of a party to comply with the deadlines set forth in any contingency shall constitute a waiver of that contingency by that party.
 - A. **Notice of Proposed Sale/Voter Approval.** The sale is subject to the Seller posting and publishing a Notice of the Proposed Sale at the Brandon Town Clerk's Office for a period of 30 days pursuant to 24 V.S.A. §1061(a)(1), and securing the statutorily required voter approval of the sale thereafter, if necessary. Seller shall promptly post and publish said Notice as soon as this Purchase and Sale Contract is signed by all parties.
9. **Fixtures And Personal Property:** None.
10. **Examination Of Title:** Following execution of this Contract, Purchaser shall cause the title to the Property to be examined promptly at Purchaser's own expense.
11. **Possession:** Possession shall be given on the Closing Date.
12. **Payment Of Purchase Price:** The entire purchase price is due at closing and is to be paid in cash, certified check, cashier's check, or attorney's trust account check.
13. **Deed:** The parties recognize that Seller acquired the Property by Tax Deed; at closing, Seller shall give to Purchaser a Vermont Quit Claim Deed, furnished and paid for by Seller. The Quit Claim Deed shall contain the following **AS IS** language:

"The transfer of the Property is AS-IS, WHERE-IS, with the Grantee taking all defects and risks associated with or connected to the Property, including but not limited to all risks associated with the following:

- a. Subject to the rights of redemption(s) any party or entity has in and to the Property.
- b. Subject to such facts as an accurate survey and physical inspection of the premises may reveal.
- c. Subject to easements, restrictions, agreements and all documents of record, if any.
- d. Subject to the rights of tenants and other occupants, if any.

- e. Subject to state and municipal ordinances, statutes and regulations, including zoning ordinances.
- f. Subject to all liens of record not foreclosed, equitable or otherwise, whether or not filed.
- g. Subject to all violations, if any, of environmental laws, rules, and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
- h. Subject to any defects or problems associated with the real estate or any improvements thereon.
- i. Subject to all violations, if any, other than environmental in nature, of laws, rules and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
- j. Subject to prior mortgages and liens of record, if any.

By acceptance of this deed, GRANTEE agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of this quit claim deed, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and GRANTEE hereby expressly assumes the risk of any and all defects in the Property, including a possible lack of access for ingress and egress. GRANTEE fully understands that GRANTOR has made no warranties or representations, express or implied, pertaining to the Property, the condition thereof, the condition of the structures and improvements thereon, or any other matter pertaining thereto, including but not limited to matters relating to boundaries, acreage, access or compliance with state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the condition or use of the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose, habitability, or any other warranties express or implied at law. Further, GRANTEE expressly disclaims any and all warranties pertaining to, and concerning, the applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the Property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same and the existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. GRANTEE acknowledges that GRANTOR has no responsibility to GRANTEE for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the Property.

The Property is conveyed subject to all legally enforceable easements, rights-of-way, rights of travel along public ways, covenants, conditions, declarations, land use, subdivision, occupancy, municipal and other permits, and other restrictions of record

to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §601-604).”

14. **Property Transfer Tax**: Purchaser shall be responsible for paying any Vermont Property Transfer Tax due on this transaction.
15. **Land Gains Tax**: Seller shall be liable for any Vermont Land Gains Tax due on account of this sale. If Seller is unable to provide satisfactory proof that no land gains tax is due, then Seller acknowledges that Purchaser must withhold 10 percent of the purchase price at closing unless Seller obtains a certificate from the Vermont Department of Taxes authorizing a reduced withholding amount.
16. **Default**: If Purchaser shall fail to complete said purchase as provided herein, or is otherwise in default, Seller may terminate this Contract and may pursue Seller's rights to all legal and equitable remedies provided by law.

If Seller shall fail to complete said sale as provided herein, or is otherwise in default, Purchaser may terminate this Contract, and may pursue Purchaser's rights to all legal and equitable remedies provided by law.

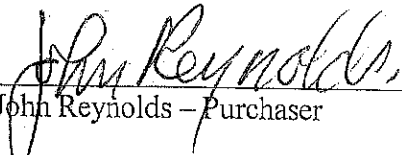
In the event legal action is instituted arising out of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

17. **Risk Of Loss/Insurance**: During the period between the date of this Contract and the transfer of title, the risk of loss shall be on Seller and Seller shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property (or, upon the written request of Purchaser, and at Purchaser's expense, in such greater amount as Purchaser may reasonably request). In the event that any of the said buildings are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such destruction or damage, or terminate this Contract.
18. **Closing Adjustments**: Property taxes, water, sewer, and other municipal charges, as well as association dues and other similar charges, shall be prorated between the parties as of the closing date. If any tax, charge or rate is undetermined on the date of closing, the last determined tax, charge or rate shall be used for the purpose of proration.
19. **Notice**: Any notice required by this agreement must be given in writing, either by mailing, overnight delivery, electronic mail, or hand-delivery. Notice will be effective as of the date actually received by the other party.
20. **Local and State Regulations**: The parties hereby acknowledge that Seller has advised Purchaser that local and state building regulations, zoning regulations, and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the Property may limit significantly the use of the Property.

21. **No Broker:** The parties hereby acknowledge that no real estate broker or other similar party is entitled to a commission on account of this transaction.
22. **Binding Effect.** This Contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, successors, administrators, executors and assigns.
23. **Entire Agreement.** This Contract contains the entire agreement by and between the parties hereto, superseding any and all prior agreements, written or oral, affecting said Property.
24. **Miscellaneous.** This Contract shall be governed by the laws of the State of Vermont. Any legal action arising out of this Contract shall be brought in the Vermont Superior Court in the county where the Property is located. Electronic copies and facsimile communications of this Contract will be considered binding by the parties to the same extent as original documents.
25. **Modification And Amendment:** No modification, amendment or deletion affecting this Contract shall be effective unless in writing and signed by all parties.

Purchaser hereby offers and agrees to purchase the above-described Property at the price and upon and subject to the terms and conditions of this Contract. Purchaser acknowledges receipt of a copy of this Contract.

Date of offer: 8/22/18



 John Reynolds - Purchaser

Seller hereby accepts the offer set forth above and agrees to sell the above-described Property, at the price and upon and subject to the terms and conditions of this Contract. Seller acknowledges receipt of a copy of this Contract.

Town of Brandon - Seller
 By: BRANDON SELECTBOARD

BY: _____	_____
Seth Hopkins, Chair	Date
_____	_____
Doug Bailey, Vice-Chair	Date
_____	_____
Devon Fuller	Date
_____	_____
Tracy Wyman	Date
_____	_____
Brian Coolidge	Date

TAX DEED

John Reynolds 286 - swamp lot

That I, Elizabeth C. Unger, of the Town of Brandon, County of Rutland and State of Vermont, Town Constable and Collector of Taxes, in and for the Town of Brandon, in said County, for the year 1959, by virtue of the laws of the State of Vermont, relative to levying and collecting rates and taxes for the several towns in the State, for and in consideration of the sum of One and More Dollars to me in hand paid before the delivery hereof by the Selectmen of the Town of Brandon, upon behalf of and for said Brandon, the receipt whereof I do hereby acknowledge; have given, granted, and sold, and by these presents do Give, Sell, and Convey, unto the said Town of Brandon, a municipal corporation, its successors and assigns forever, the following described pieces of land lying and being situate in the said Town of Brandon, and described as follows:

PARCEL 1: It being the same premises and all the same that were conveyed to Charles R. Wetmore by Kate Ferris by her Quit Claim Deed bearing the date of February 13, 1940, and recorded in the Brandon Land Records in said Brandon, in Book 66, at page 264. Said premises being formerly described as follows, to wit: "Being a piece of swamp land containing 10 acres of land, more or less, lying north of Halls Island, so-called; bounded on the south by D. Sanderson; on the west by Milton June; on the north by Hedges and Conant and east by David Smith.

PARCEL 2: It being the same premises and all the same that were conveyed to Charles A. Wetmore by Ellsworth J. Griffin by deed bearing the date of August 31, 1928 and recorded in the Brandon Land Records in said Brandon, in Book 62, at page 260. Said premises being formerly described as follows, to wit: Five acres of land be the same more or less, and being the same and all the same that was deeded to me, the said Ellsworth J. Griffin, by Rollin L. and Mary D. Bissett, by deed dated March 26, 1927, and recorded in Book 62 at page 156, and in said deed described as follows: "Commencing on the bank of Otter Creek at a point twenty-five rods (about) north of lands now owned by C.J. Rowe and from thence easterly about twenty feet to an iron pin driven in the ground, thence easterly and northerly along the edge of the ledge nine rods and eleven feet to an elm tree marked, thence easterly forty-four rods and one foot to a clump of soft maple trees marked, at the westerly edge of the swamp, thence southerly along the westerly edge of said swamp sixteen rods and three feet in the line of lands of C.J. Rowe to Otter Creek, thence northerly along the easterly bank of Otter Creek about twenty five rods to the place of beginning.

It, the said Town of Brandon, through its representatives and agents, the Selectmen, being the highest bidder for the same at a public vendue legally notified and holden in front of the Town Office for the same at a public vendue legally notified and holden in front of the Town Office of the Town of Brandon, belonging to the delinquents in the payment of said rate or tax, by my predecessor Allan G. Kidd, Collector of taxes.

TO HAVE AND TO HOLD, the said granted premises, with appurtenances thereof, to it, the said Town of Brandon, its successors and assigns, in fee simple, forever. And I, the said Elizabeth C. Unger, Collector, as aforesaid, do in my said capacity as such collector, but not otherwise, agree to and with the said Town of Brandon, its successors and assigns to Warrant and Defend the said premises to it, the said Town of Brandon, its successors and assigns, against the lawful claims and demands of any person whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of March A.D. 1960

Signed, Sealed and Delivered in Presence of:
 Frederick W. Fletcher
 Minnie A. Dodge

Elizabeth C. Unger LS

State of Vermont

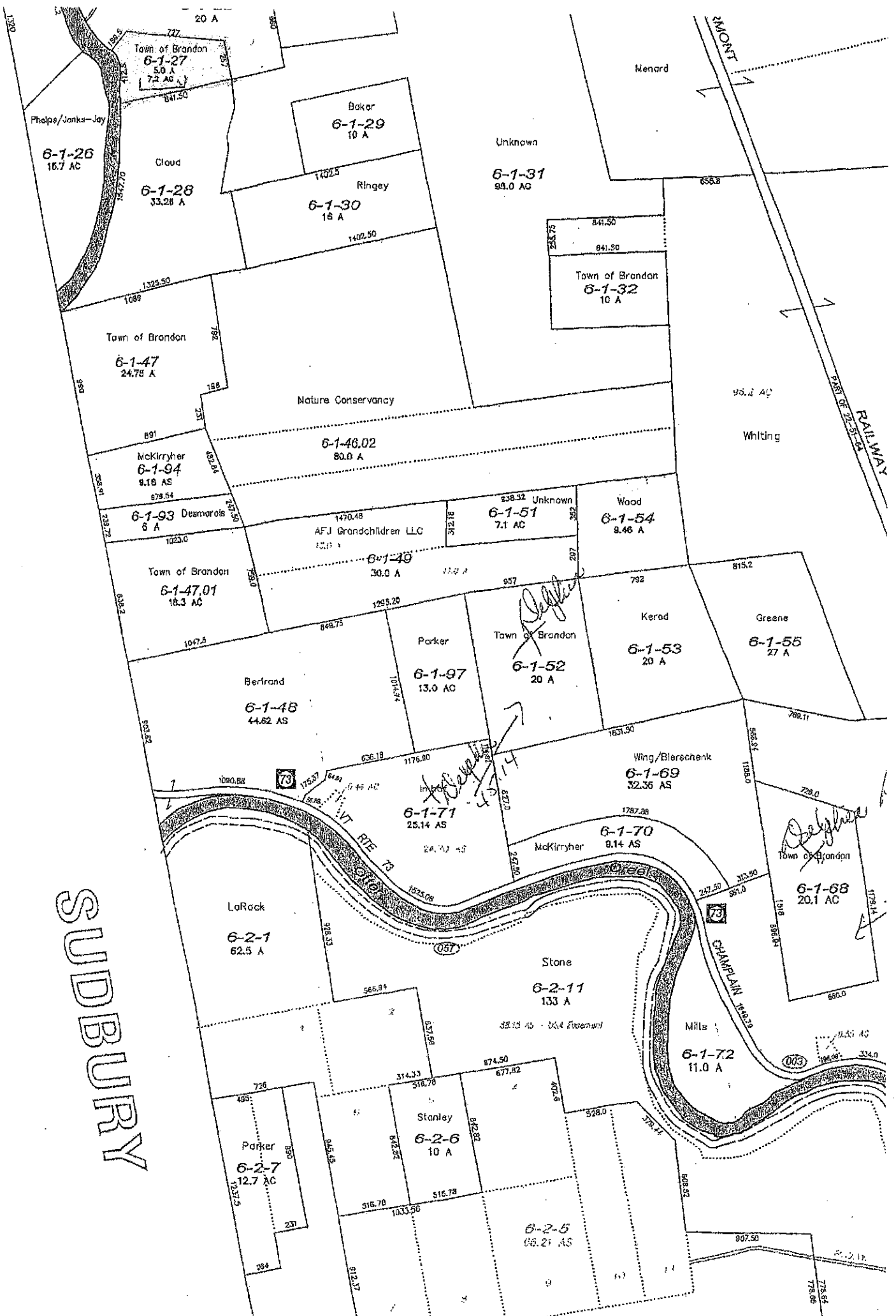
Rutland County, ss) Be It Remembered, That on the 29th day of March A.D. 1960 personally appeared Elizabeth C. Unger, Collector, signer and sealer of the foregoing written instrument, and acknowledged the same to be her free act and deed.

Before me,
 Minnie A. Dodge,
 Notary Public

A true record made this 29th day of March A.D. 1960 at 4 o'clock P.M.

Attest: *Minnie A. Dodge*
 Town Clerk

SUDBURY



All Invoices For Check Acct 01(10 General Fund) 08/27/18 To 08/27/18

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310184	ABANAKI INC	8909	box trailer rental	259.00	0.00	259.00	45643 08/27/18
200263	ALDRICH & ELLIOTT, PC	77795	Champlain PS Engineering	1092.00	0.00	1092.00	45644 08/27/18
200263	ALDRICH & ELLIOTT, PC	77797	Park St - Stormwater	1152.00	0.00	1152.00	45645 08/27/18
310845	ELODGETT GARY	082318	training: soccer ref	75.00	0.00	75.00	45646 08/27/18
100900	BRANDON FIRE DIST #1	1113	7 BRIDGE PARK	645.40	0.00	645.40	45647 08/27/18
100255	BRANDON FIRE DISTRICT #1	AUG 2018	APPROPRIATION	71471.00	0.00	71471.00	45648 08/27/18
310699	BRANDON GLC SOLAR, LLC	140	Monthly Solar electric	4710.00	0.00	4710.00	45649 08/27/18
100280	BRANDON LUMBER & MILLWORK CO.	755926/3	marking paint, stakes	34.00	0.00	34.00	45650 08/27/18
100280	BRANDON LUMBER & MILLWORK CO.	755939/3	deck sprayer, adapter	25.53	0.00	25.53	45650 08/27/18
200218	BRANDON REPORTER	7/31/18	JULY ADS	673.19	0.00	673.19	45651 08/27/18
100860	CARROLL, BOE & PELL P.C.	31801	Legal- Appeal BLSG Perm	240.09	0.00	240.09	45652 08/27/18
100860	CARROLL, BOE & PELL P.C.	31802	tax sale eviction	40.00	0.00	40.00	45652 08/27/18
100860	CARROLL, BOE & PELL P.C.	31803	Union - Labor Board	233.25	0.00	233.25	45652 08/27/18
301503	CHAMPLAIN VALLEY PLUMBING	757921	gasoline	825.46	0.00	825.46	45653 08/27/18
301503	CHAMPLAIN VALLEY PLUMBING	758534	diesel fuel	1016.75	0.00	1016.75	45653 08/27/18
301503	CHAMPLAIN VALLEY PLUMBING	758605	gasoline	480.91	0.00	480.91	45653 08/27/18
300799	CHAMPLIN ASSOCIATES, INC.	735	replaced control panel	6451.73	0.00	6451.73	45654 08/27/18
310097	COMCAST	PD07/27/18	service 08/04 - 09/03	269.62	0.00	269.62	45655 08/27/18
310097	COMCAST	TH 8-9-18	TOWN HALL FOR AUGUST	93.13	0.00	93.13	45656 08/27/18
310037	CONSOLIDATED COMMUNICATIONS	PD08/06/18	service Jul 6 to Aug 5	45.04	0.00	45.04	45657 08/27/18
100456	DUBOIS & KING INC	718415	Union St Sidewalk	183.04	0.00	183.04	45658 08/27/18
300466	DUNDON PLUMBING & HEATING INC	43490	portable toilet fee	75.00	0.00	75.00	45659 08/27/18
100494	ENDYNE INC	272934	testing	123.50	0.00	123.50	45660 08/27/18
100494	ENDYNE INC	273028	testing	47.00	0.00	47.00	45660 08/27/18
100494	ENDYNE INC	273515	testing	22.00	0.00	22.00	45660 08/27/18
100615	FISHER SCIENTIFIC COMPANY LLC	8534955	buffers, filters	225.41	0.00	225.41	45661 08/27/18
300187	FLORENCE CRUSHED STONE	225655	stone	1175.48	0.00	1175.48	45662 08/27/18
300187	FLORENCE CRUSHED STONE	225688	3/4 minus	139.95	0.00	139.95	45662 08/27/18
101011	FOLEY DISTRIBUTING, INC	306193	paper towels, liners	249.20	0.00	249.20	45663 08/27/18
100925	FOLEY SERVICES INC	1184049	uniforms	21.37	0.00	21.37	45664 08/27/18
100925	FOLEY SERVICES INC	1184050	uniforms	48.33	0.00	48.33	45664 08/27/18
100925	FOLEY SERVICES INC	1185438	uniforms	21.37	0.00	21.37	45664 08/27/18
100925	FOLEY SERVICES INC	1185439	uniforms	48.33	0.00	48.33	45664 08/27/18
310844	FULLER, PAMELA	082118	refund/registration erro	28.00	0.00	28.00	45665 08/27/18
100645	G STONE MOTORS INC	AUG 2018	2018 PD CRUISER	32030.00	0.00	32030.00	45628 08/13/18
100361	GRAINGER	9869228180	anti-slip stair treads	132.90	0.00	132.90	45666 08/27/18
100725	GREEN MOUNTAIN GARAGE	124284	locknuts, cap screws	25.08	0.00	25.08	45667 08/27/18
100725	GREEN MOUNTAIN GARAGE	124843	adapter	3.20	0.00	3.20	45667 08/27/18
100725	GREEN MOUNTAIN GARAGE	124884	emery cloth	19.53	0.00	19.53	45667 08/27/18
310233	GREEN MOUNTAIN POWER	2 LITE 8/18	WW SEC LITE AUGUST	23.58	0.00	23.58	45668 08/27/18
310233	GREEN MOUNTAIN POWER	BRYANT 8/18	BRYANT CIRCLE PUMP AUG	24.36	0.00	24.36	45668 08/27/18
310233	GREEN MOUNTAIN POWER	FLASH 8/18	FLASHER FOR AUG	33.31	0.00	33.31	45668 08/27/18
310233	GREEN MOUNTAIN POWER	GAZEBO 8/18	CENTER GAZEBO AUG	517.48	0.00	517.48	45668 08/27/18
310233	GREEN MOUNTAIN POWER	REC 8/18	ESTABROOK FOR AUG	17.55	0.00	17.55	45668 08/27/18
310233	GREEN MOUNTAIN POWER	RT 73 8/18	RT 73 PUMP ST AUG	28.19	0.00	28.19	45668 08/27/18
310233	GREEN MOUNTAIN POWER	ST LTS 8/18	STREET LIGHTS FOR AUG	2945.04	0.00	2945.04	45668 08/27/18
200322	HOWARD P FAIRFIELD, LLC	6287683	scarifier bits	1844.44	0.00	1844.44	45669 08/27/18
310552	INNOVATIVE SURFACE SOLUTIONS	INV45192	proguard mag	3437.60	0.00	3437.60	45670 08/27/18
310745	JACOBS, JAKE	080218	swimming instruction	1137.50	0.00	1137.50	45671 08/27/18
310259	KOFFLE PRESERVATION INC	223827	VOL 239 WITH PAPER	327.15	0.00	327.15	45672 08/27/18

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63073 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 08/27/18 To 08/27/18

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100900	LOWELL, GERAD J	0034-0017 OVER PAID TAXES	588.32	0.00	588.32	45673	08/27/18
310564	MAGEE OFFICE PRODUCTS	997408 labels	68.97	0.00	68.97	45674	08/27/18
310630	MASTERCARD	12011 cornhole bags, tote bags	214.19	0.00	214.19	45636	08/24/18
310630	MASTERCARD	12012 mini American flags	51.98	0.00	51.98	45636	08/24/18
310630	MASTERCARD	12013 tennis ballsw/bucket	39.99	0.00	39.99	45636	08/24/18
310630	MASTERCARD	12014 fence, signs, earpiece	142.36	0.00	142.36	45636	08/24/18
310630	MASTERCARD	12015 cornhole bag, storage tot	187.06	0.00	187.06	45636	08/24/18
310630	MASTERCARD	12016 Head Safety-helmet stick	156.60	0.00	156.60	45636	08/24/18
310630	MASTERCARD	12017 VT Parks&Rec member 18/1	270.00	0.00	270.00	45636	08/24/18
310630	MASTERCARD	12018 HDMI/RCA, Blu-Ray player	106.99	0.00	106.99	45636	08/24/18
310630	MASTERCARD	12019 lanyards with clips	165.00	0.00	165.00	45636	08/24/18
310630	MASTERCARD	12020 clipboards, bb net replac	92.24	0.00	92.24	45636	08/24/18
310630	MASTERCARD	12021 Reappraisal- postcards	880.00	0.00	880.00	45636	08/24/18
310630	MASTERCARD	12022 business cards-Zoning/re	55.06	0.00	55.06	45636	08/24/18
310630	MASTERCARD	12023 Awards- medal w/ribbon	119.67	0.00	119.67	45636	08/24/18
310630	MASTERCARD	12024 Head Safety-helmet stick	126.45	0.00	126.45	45636	08/24/18
310630	MASTERCARD	12025 Car show-award gift card	200.00	0.00	200.00	45636	08/24/18
310630	MASTERCARD	23493 OC spray for training	48.41	0.00	48.41	45636	08/24/18
310630	MASTERCARD	23494 dehumidifier for garage	180.00	0.00	180.00	45636	08/24/18
100030	MINER CONSTRUCTION, INC.	18050 culverts	2281.05	0.00	2281.05	45675	08/27/18
310843	MISSION COMMUNICATIONS, LLC	1022434 monitoring Champlain PS	407.40	0.00	407.40	45676	08/27/18
310602	MITCHELL, DAVID A.	081518 umpiring - 4 games	140.00	0.00	140.00	45677	08/27/18
310796	NATIONAL BUSINESS LEASING	60236942 lease: 8/1/18 - 8/31/18	102.00	0.00	102.00	45678	08/27/18
310617	OTTER VALLEY UNIFIED UNION SCH	AUG 2018 PORTION OF TAXES	940270.99	0.00	940270.99	45679	08/27/18
310530	PATCH ELECTRIC	0854 HW air compressor/PD gen	571.20	0.00	571.20	45695	08/27/18
310794	PIONEER MANUFACTURING COMPANY	INV689581 T07559: marking paint	240.00	0.00	240.00	45680	08/27/18
310736	POCKETTE PEST CONTROL	11397 pest control - storage	50.00	0.00	50.00	45681	08/27/18
310842	RHR SMITH & COMPANY	21183 audit	2200.00	0.00	2200.00	45682	08/27/18
200179	ROOTX	53476 root killer	454.00	0.00	454.00	45683	08/27/18
200179	ROOTX	53477 root killer	454.00	0.00	454.00	45683	08/27/18
300375	RUTLAND CITY	22102SLUDG July sludge processing	4560.00	0.00	4560.00	45684	08/27/18
100005	RUTLAND COUNTY SOLID WASTE DIS	M1895 JULY RECYCLING	331.30	0.00	331.30	45685	08/27/18
300895	RUTLAND PRINTING COMPANY, INC.	00026065 imprint post cards	64.00	0.00	64.00	45686	08/27/18
310140	RUTLAND REGION CHAMBER OF COMM	142 marketing	1295.00	0.00	1295.00	45687	08/27/18
200292	STAPLES CREDIT PLAN	62612 computer	599.98	0.00	599.98	45688	08/27/18
100900	THOMAS, KIRK	0081-0001D OVERPAID ON TAXES	324.96	0.00	324.96	45689	08/27/18
200277	THUNDER TOWING & AUTO RECOVERY	5347 repairs	189.77	0.00	189.77	45690	08/27/18
200277	THUNDER TOWING & AUTO RECOVERY	5348 repairs	79.95	0.00	79.95	45690	08/27/18
200277	THUNDER TOWING & AUTO RECOVERY	5350 fuel module assembly	365.49	0.00	365.49	45690	08/27/18
200277	THUNDER TOWING & AUTO RECOVERY	5352 repairs	299.43	0.00	299.43	45690	08/27/18
100682	USA BLUE BOOK	645680 anti-slip paint	247.56	0.00	247.56	45691	08/27/18
100682	USA BLUE BOOK	651146 portable heater	291.34	0.00	291.34	45691	08/27/18
100067	VLCI	261 workplace poster packets	60.00	0.00	60.00	45692	08/27/18
200284	VMCTA	2018/2019 ANNUALO MEMBERSHIP	55.00	0.00	55.00	45693	08/27/18
200284	VMCTA	SEPT 2018 ANNUAL MEETING	150.00	0.00	150.00	45693	08/27/18
310046	W.B. MASON CO INC	157659239 storage boxes	215.99	0.00	215.99	45694	08/27/18
310046	W.B. MASON CO INC	157659593 sheet protectors, cleane	29.66	0.00	29.66	45694	08/27/18
310046	W.B. MASON CO INC	157794906 receipt books	30.78	0.00	30.78	45694	08/27/18

08/24/2018

TOWN OF BRANDON Accounts Payable

01:58 pm

Check Warrant Report # 63073 Current Prior Next FY Invoices

Jacelyn

All Invoices For Check Acct 01(10 General Fund) 08/27/18 To 08/27/18

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			1,094,842.13	0.001	094,842.13		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *1,094,842.13
Let this be your order for the payments of these amounts.

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100456	DUBOIS & KING INC	100456	Seg6 Progress rpt #29	78455.21	0.00	78455.21	45631 08/15/18
100456	DUBOIS & KING INC	818084	S6 CI progress rpt #30	59261.60	0.00	59261.60	45639 08/27/18
300286	CASELLA CONSTRUCTION INC	FR 24	Seg 6 PR # 24	484886.09	0.00	484886.09	45635 08/22/18
310760	FUSS & O'NEILL INC	203759	Seg6 Roadway design	4202.49	0.00	4202.49	45634 08/15/18
330427	WINNING IMAGE GRAPHIX	13938	S6 signs "entrance for"	100.00	0.00	100.00	45642 08/27/18
Report Total			626,905.39	0.00	626,905.39		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Heraby 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 \$ ***626,905.39
 Let this be your order for the payments of these amounts.

Segment 6

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310818	ALPINE CONSTRUCTION, LLC	APP 8	38413.32	0.00	38413.32	45629	08/15/18
100456	DUBOIS & KING INC	718436	11394.84	0.00	11394.84	45632	08/15/18
100456	DUBOIS & KING INC	818088	11561.98	0.00	11561.98	45640	08/27/18
310760	FUSS & O'NEILL INC	203752	6990.75	0.00	6990.75	45633	08/15/18
Report Total			68,360.89	0.00	68,360.89		

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 \$ ****68,360.89
 Let this be your order for the payments of these amounts.

Bridge 114

08/24/18
01:32 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63068 Current Prior Next FY Invoices
Manually Selected For Check Acct 99(10 General Fund) 08/27/18 To 08/27/18

Page 1
Jacolyn

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310818	ALPINE CONSTRUCTION, LLC	CE APP 3	Churchill Bridge App # 3	35931.80	0.00	35931.80	45638 08/27/18
310818	ALPINE CONSTRUCTION, LLC	CE APP-2	Churchill Bridge App #2	42411.00	0.00	42411.00	45630 08/15/18
310846	S W COLE ENGINEERING INC	86938	Churchill Rd -Engineerin	1541.04	0.00	1541.04	45641 08/27/18
Report Total			79,883.84	0.00	79,883.84		

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 \$ ****79,883.84
Let this be your order for the payments of these amounts.

Churchill Road Bridge
