

Brandon Select Board Meeting
November 11, 2019
7:00 p.m.

The Brandon Select Board will meet Monday, November 11, 2019 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 Minutes – October 28, 2019
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Revolving Loan Approval
- 6) Approval of Clean Water and Drinking Water Loans for Park Street
- 7) Appointment of Alternative Representative for SRF Wastewater Collection Systems
- 8) Fiscal
 - a) Warrant – November 11, 2019 – \$1,031,260.21
 - b) Route 7 Construction Warrant – November 11, 2019 – \$538,488.68
- 9) Executive Session

First Motion: I move to find that premature general public knowledge of the confidential attorney-client communications made for the purpose of providing legal services to the public body will clearly place the Town at a substantial disadvantage.

Second Motion: I move that we enter into executive session to discuss confidential attorney-client communications made for the purpose of providing legal services to the public body, under the provisions of Title 1, Section 3139(a)(1) of the Vermont Statutes.

- 10) Adjournment

Brandon Select Board Meeting October 28, 2019

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

Board Members In Attendance: Seth Hopkins, Brian Coolidge, Tim Guiles, Doug Bailey, Tracy Wyman

Others In Attendance: Dave Atherton, Brent Buehler, Stephanie Jerome, Barry Varian, Marietta Sheehan, Joseph Jankosky, Devon Fuller, Mike Frankiewicz, Bill Moore, Steve Bissette, Jeff Stewart

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

Devon Fuller was present for the final drawing of the Better Brandon hardhat \$50.00 drawing. This program gave away over \$1,200.00 and has been a great success. Now that the Route 7 Project is ending, the DBA and Brandon Chamber will be working on more exciting things for the Town of Brandon. On November 9th, a “Worth the Wait Come Celebrate Better Brandon” event will be held from Noon to 3PM at the Brandon Town Hall. The \$2,019.07 Buzz card grand prize will be given away. There will also be \$50.00 Merchant gift cards giveaways, free BHOP pizza, free Ese Company ice cream and a free Red Clover beer tasting. All who have purchased the hardhats are encouraged to bring them for a hard hat photo.

The winner of the drawing was Leif Nelson.

Seth Hopkins expressed the Board’s gratitude to the Brandon Chamber, DBA, all Brandon Merchants, Mr. Moore and Mr. Atherton.

1. Call to order

a) Agenda Adoption – Motion by Doug Bailey/Tracy Wyman to adopt the agenda. **The motion passed unanimously.**

2. Approval of Minutes

a) October 14, 2019 – Select Board Meeting

Motion by Tracy Wyman/Brian Coolidge to approve the minutes of the October 14th Select Board meeting. **The motion passed unanimously.**

3. Town Manager’s Report

Dave Atherton provided a report for the weeks of October 14th and 21st.

Segment 6:

Segment “E” and “F”- imprinted asphalt crosswalks and traffic islands. Initiation of construction for proposed concrete stairs at various residences and businesses. Punch list items of reseeding, curbing joints, and other identified items. Segment “D”- continued work on retaining wall adjacent to Briggs Lane/guard rail/handrail installations. Segment “C”- completion of retaining wall adjacent to BHOP. Segment “B”- continued improvements within Central Park area, brick, marble and granite walkway surfaces. Preparation and placement on concrete walks, installation of raised crosswalks in (Lot “A”). Segment “A”- preparation and installation of sidewalks, installation of structural soil, (to promote root growth). General line striping throughout, (permanent and temporary). Continued adjustment to elevations of installed hydrants. Miscellaneous drainage, structure cleaning and elevation adjustments. Topsoil placement etc., tree and landscape plantings. Driveway preparations and paving. Initiation of addressing preliminary punch list items.

Union Street Sidewalk:

The storm drain structure will be on site Tuesday, October 29th and construction will resume. The Union Street residents have been advised.

Other Happenings:

We have a new hire in the highway department. This has us back to 4 full-time in the highway and 1 in buildings and grounds. Starting to put together draft budgets for the budget review season.

Recreation News:

. October 25th was the 5th time we have had a Spooksville trunk or treat event at Estabrook Park. Music, more food and much candy were a part of our largest celebration yet! Special thanks to collaborators, the Brandon Area Toy Project, Brandon Free Public Library, Neshobe PTO and the folks and businesses who showed up to make a fun night for area youth.

. Another fall sport season is in the books. We would like to thank the myriad of volunteers who have volunteered hundreds of hours to enrich the lives of these youth football, soccer and cheer participants: Pre-K, Kindergarten, 1st and 2nd grade soccer: Lance Laraway and Lilly Bixby. 1st & 2nd grade NFL flag football: Greg Whitney and Dylan Keith. U10 boys soccer: Ben Gaboriault, Darcie Wsenbick, Marty Feldman. 3rd & 4th grade girls soccer: Lance Laraway. 3rd & 4th grade padded flag football: Gary Benoit, Matt Mallory, Greg Babcock. 5th & 6th grade boys soccer: Gabe McGuigan, Sam Stone. 5th & 6th grade girls soccer: Kristle Wheeler, Stephanie Ketcham. 5th & 6th grade padded flag football: Duke Whitney, Kevin Blier. 7th & 8th grade padded flag football: Duke Whitney & Kevin Blier. Our sponsors are Brandon House of Pizza, Ethier Wood Products and NFP.

. Pickleball will be starting back up on Sunday afternoons at the Neshobe School on November 4th. Join pickleball commissioner, Faith Daya, weekly from 3-5PM in the gymnasium for fun!

Steve Bissette asked if the Segment 6 project will be finished this year. Dave Atherton advised the completion date has been pushed back to January 19th. The majority of the work will be done, but there will be some landscaping to do. There is a crew in Town that is doing the sidewalks and curbing. There have been days added on each time there is a change order, which is why the completion date went from November to December and now January. The project next to the town office has been an add on and cannot be done this year due to inability to get into the river. It was questioned if the trees are guaranteed and Mr. Atherton confirmed there is a guarantee on the trees. Mr. Bissette asked whether the trailer in the park will remain and Mr. Atherton stated it should be removed this week.

4. Public Comment and Participation

Marietta Sheehan asked if a report has been received from the Health Officer. Dave Atherton spoke briefly with Tom Kilpeck who advised he has visited the site again and there is quite a bit of debris, but it is not trash that will bring rats. The Zoning Administrator has sent a violation letter, which is where the situation currently stands. Mr. Kilpeck has had a difficult time getting in touch with the person in the camper and he will be visiting the site more often to connect with them. Tim Guiles confirmed what Mr. Atherton advised and stated a zoning violation will be the next step in the process. Ms. Sheehan questioned if the Town has addressed any of the problems as far as rules, regulations and permits, given the way people are being forced to live as the land use ordinance does not consider someone who is not in a permanent residence. Tracy Wyman stated if it is a registered vehicle, it cannot be taxed. He has campers that stay in a campground for six months and thought there is a timeframe, just shy of half a year that people can remain. Bill Moore stated the BLUO indicates 21 days and the landowner would be the recipient of the violation. Ms. Sheehan asked if the Town would place a lien on a property if a landowner receives multiple fines. Joseph Jankosky suggested continuing to send letters. Seth Hopkins stated the violation was issued and followed-up on and if there is no action, another violation can be issued. The process is there to respect the property owner's rights. Mr. Atherton advised the only properties the Town can inspect are rental units. Mr. Hopkins noted the Town has to write an ordinance in accordance with State statutes. He stated there have been a number of experiences with mobile home parks and the VLCT has addressed these types of situations. It is a challenge for many communities, and it will likely require the State to resolve it. The health officer has provided a timely update and the code enforcement officer has delivered the violation. Mr. Hopkins stated when it was brought to the attention of the Town, it was addressed and there will be another phone call or letter, and if it has not been resolved, another violation can be issued. The zoning administrator has been involved in this since the initial complaint. Mr. Hopkins advised all the Town can do is to wait for the process to move in an orderly way, as it does not have the authority to tell someone how to live.

Mike Frankiewicz asked about the demolition of the FEMA buyouts on Newton Road. Dave Atherton reported there was an asbestos survey completed and 419 was found to have some asbestos which has to be removed prior to demolition. Both 419 and 449 locations will be done

at the same time. The 57 and 31 locations just received approval that the Town can do a change order with the current demolition company to demolish those as well.

Brent Buehler suggested it would be a good opportunity for the Town to request a new floodplain report at one of the upcoming FEMA meetings taking place tomorrow and Wednesday. Seth Hopkins advised the Town will be represented at the meetings, but the floodplain information will have to be requested in writing. Dave Atherton advised that with the overflow project, the map amendment has been raised with the engineers and they will be preparing the amendment to be submitted to FEMA.

Stephane Jerome stated in preparation for the legislative season, she is available to take comments from anyone who would like to talk to her about legislation. She has been attending meetings about educational changes and has also attended a hearing on stormwater runoff. A ruling related to clean water was passed in 2015 and the State will be reviewing impervious areas that are 3 acres and larger. The schools and businesses will have to be reviewed and it could have an impact on some. Otter Valley High School, New England Woodcraft and the old Tubbs factory on Arnold District were determined to fall in this category. Dave Atherton reported Brandon was chosen as one of the first towns to survey. Ms. Jerome stated there could be some options for appeals. Mr. Atherton advised there will be hearings held around the State.

Tim Guiles stated this is Russell Jones last time reporting in Brandon and thanked him for the work he has done.

Russell will be moving back to Texas.

5. Cyber Security Policy Discussion

Tim Guiles participated in a VLCT training webinar that heightened his aware of the importance of a Cyber Security policy. He talked with staff about their computers and what they would do in the event of an issue. Mr. Guiles advised there are three levels to assist in dealing with this topic. There is zero-cost training that could be done by Town staff on a regular basis to keep the system safe. The second level of support would be to budget funds to upgrade Computers to Windows 10 to assure that the Town's computers can be properly maintained and protected against viruses. As of January 17, 2020, Microsoft will no longer support anything prior to Windows 10. The third level is more significant in that it would require a network administrator that has the knowledge to operate a global level of security. The Town had a ransomware attack and Mr. Guiles thought it might be worth discussing if there could be better servers or vigilance in hiring someone to verify that everything is in place and suggested promoting all three options. There is no model VLCT policy on this subject at this point. Seth Hopkins confirmed there is cyber security protection from the VLCT. Mr. Guiles advised the training was mostly about computer hygiene and suggested all staff should be required to view the training. He also suggested the Town develop its own policy. Mr. Hopkins stated the first experience was an attention-getter and the Town got through it relatively unscathed. Mr. Atherton advised the issue was due to the IT people not backing up the system and that situation has been rectified. Mr. Guiles stated there needs to be protocol when an issue occurs. Mr. Atherton stated the Town does have good spam filters. Mr. Guiles stated the Town needs to be accessible as possible through the internet but

needs to balance the desire of openness with the necessity of protecting the Town from harm. Tim Guiles and Seth Hopkins will draft a policy for the Board's consideration.

6. Appointment of Budget Committee Member

The Select Board received two letters of interest in serving on the Budget Committee from Cindy Bell and Barry Varian.

Motion by Brian Coolidge/Tracy Wyman to appoint Barry Varian as a member of the Budget Committee.

Tim Guiles suggested also appointing Cindy Bell to the Budget Committee. Doug Bailey agreed, since the Committee lost two members.

Motion by Tim Guiles/Doug Bailey to add a friendly amendment to also appoint Cindy Bell to the Budget Committee. **The motion passed unanimously.**

The main motion was amended to appoint both Cindy Bell and Barry Varian to the Budget Committee. **The motion passed unanimously.**

Dave Atherton had suggested a change in the Budget meetings to just prior to Select Board meetings, however, most were not in favor of this change. Mr. Atherton thought it would be good to start the meetings in November and suggested scheduling one Budget meeting an hour before the November 25th Select Board meeting. The Board confirmed the November 25th meeting and the originally scheduled Budget meetings on December 3rd, December 10th and December 17th beginning at 7PM. Doug Bailey stated there may also be an additional meeting scheduled in January. Mr. Atherton will be unable to attend the December 10th meeting and Jan Coolidge will be unavailable for the November meeting. Mr. Atherton suggested the November 25th meeting include a discussion of the Police Department's budget.

7. Fiscal

a) Resolution for New Truck Lease

Dave Atherton reported the financing for the new truck is a tax-exempt purchase with a five-year term at 3.7% interest with an annual payment of \$21,000.00. This payment will be \$11,000.00 less than the truck that is being paid off this year.

Motion by Brian Coolidge/Tracy Wyman to approve the Resolution for the new truck as presented. **The motion passed with one "no" vote – Tim Guiles.**

Dave Atherton advised there are funds in the Highway budget to pay off the current truck payment and the budget is still in good shape.

b) Warrant – October 28, 2019 - \$271,649.77

Motion by Brian Coolidge/Tim Guiles to approve the October 28, 2019 warrant in the amount of \$271,649.77. **The motion passed with one abstention – Tracy Wyman.**

Doug Bailey questioned the Union Street consulting warrant. Dave Atherton reported it was for the on-site inspector that was included in the bid.

b) Route 7 Construction Warrant – October 28, 2019 - \$745,657.62

Motion by Doug Bailey/Brian Coolidge to approve the October 28, 2019 Route 7 Construction warrant in the amount of \$745,657.62. **The motion passed with one abstention – Tracy Wyman.**

Dave Atherton confirmed that the warrant was in order. Mr. Atherton noted that the warrant from the Brandon Area Chamber of Commerce was for promotional items.

The Select Board recessed at 7:52PM.

The Select Board reconvened at 8:00PM.

Tracy Wyman recused himself from the meeting and left the room.

Motion by Brian Coolidge/Tim Guiles to find that premature general public knowledge of a possible pending contract with Wyman Timer Harvesting will clearly place the Town at a substantial disadvantage. **The motion passed unanimously.**

Motion by Brian Coolidge/Tim Guiles to enter into executive session at 8:01PM, with the session to include the Town Manager, to discuss the Town's pending contract with Wyman Timber Harvesting under the provisions of 1 V.S.A. paragraph 313(a)(1) of the Vermont Statutes. **The motion passed unanimously.**

8. Executive Session 1

At 8:10PM Tracy Wyman was asked to join the executive session to discuss the transfer station contract.

Motion by Brian Coolidge/Tim Guiles to come out of executive session at 8:20PM. **The motion passed unanimously.**

The Board authorized the Town Manager, Dave Atherton, to write a contract (renewable each year) with Wyman Timber Harvesting for managing the Brandon Transfer Station.

Dave Atherton departed the meeting.

Motion by Brian Coolidge/Tracy Wyman to find that premature general public knowledge of the confidential attorney-client communications made for the purpose of providing legal services to

the public body will clearly place the Town at a substantial disadvantage. **The motion passed unanimously.**

Motion by Tracy Wyman/Doug Bailey to enter into executive session at 8:23PM to discuss confidential attorney-client communications made for the purpose of providing legal services to the public body, under 1 V.S.A. paragraph 313(a)(1) of the Vermont Statutes. **The motion passed unanimously.**

9. Executive Session 2

Motion by Brian Coolidge/Tim Guiles to come out of executive session at 8:40PM. **The motion passed unanimously.**

There were no actions required.

10. Adjournment

Motion by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 8:41PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Town Manager Report for weeks of October 28th and November 4th, 2019

Segment 6:

Anticipated Up-Coming Interval, (November 12, 2019 – November 22, 2019)

Segment 'E' and 'F':

Completion imprinted asphalt traffic islands.

Initiation of construction for proposed concrete stairs at various residences and businesses.

Punch list items as reseeding, curbing joints and other identified items.

Segment 'D':

Installation of guard rail and hand railings on retaining wall adjacent to Briggs L

Segment 'C':

Completion of retaining wall adjacent to BHOP as well as associated railings and walk brick banding.

Segment 'B':

Continued improvements within Central Park area, brick, marble and granite walkway surfaces.

Installation of raised crosswalks, (Lot 'A').

Segment 'A':

Completion of drives and miscellaneous clean-up items.

General:

Continued line striping throughout, (permanent and temporary).

Miscellaneous drainage, structure cleaning and elevation adjustments.

Topsoil placement etc.

Tree and landscape plantings.

Initiation of addressing preliminary punch list items.

Union Street Sidewalk:

The retaining wall has been constructed and sidewalk has been poured. Paving is tentatively scheduled for the end of the week.

Other happenings:

The Town of Brandon hosted the Vermont Community Development Association fall conference on Tuesday, November 5th at the Brandon Town Hall. 63 attendees from all around various funding and state agencies came together on the topic of "A Look Down the Pipeline: Improving Community Infrastructure" The day ended with a walking tour showcasing the work from the past 5 years in Brandon, lead by VEDA Board Member, Bill Moore, Segment 6 PIO, Bernie Carr and your Town Manager/Municipal Project Manager. All in attendance were mightily impressed with the transformation of Brandon (to the point of nearly outright envy). The Town Hall was lauded as an "amazing space" and has been "put on the map" as a top notch space in which conferences can be held.

Attended the FEMA Risk Mapping Assessment and Planning Discovery meeting in Middlebury on Oct. 29th. Completed online survey to address flood map changes due to the overflow culvert and the continued flooding on Newton Road.

Attended the VTCMA Fall Conference in Norwich on Nov 7th & 8th. Topics were Working with your Selectboard, Working With the 2020 Census, Marketing your Community and Framing your Story, and How Safe are Your Roads.

Other items will be covered in the agenda.



November 8, 2019

Selectboard Members,

On October 29th, the Brandon Revolving Loan Fund committee met to consider a loan request from Mary Falcon, executive director of the Safer Society Foundation, Inc.

As the publisher/distributor of books for the prevention of sexual and social violence, the foundation has been operating in Brandon since 1995. The organization is looking to grow their business and have been presented with a unique opportunity to absorb their main competitor in a niche, but captive market.

The members present voted unanimously to approve a \$28,250 loan for the Safer Society Foundation, Inc.

The terms of the loan: A 36-month loan (with the first 6 months being interest only payments) amortized at a 3.00 % rate. Collateral would be security interest the assets and equipment associated with the business and specifically 1st security interest the book inventory.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Bill Moore", written over a horizontal line.

Bill Moore
Economic Development Officer



November 8, 2019

Selectboard Members,

On April 25th, July 25th and October 29th, the Brandon Revolving Loan Fund committee met to consider a loan request from the principals of the Ripton Mountain Distillery.

The Ripton Mountain Distillery has nearly completed the conversion of the former Shapiro's retail space into a distillery tasting room and bar space representing a significant investment of private sector money into a leased space to create another destination business for the Town of Brandon. Having started the process of conversion, permitting and construction nearly 1 year ago, the principals are on the cusp of opening. This loan would represent the gap funding that will help a start-up business to open after substantial personal investment, which is one of the key missions of the RLF.

The members present voted unanimously to approve a \$25,000 loan for the Ripton Mountain Distillery.

The terms of the loan: 3.00 % rate amortized as 90-month loan with a balloon at 36 months. Collateral would be security interest the assets and equipment associated with the business and specifically 1st security interest in the still, bulk tank and mixing tanks.

Respectfully Submitted,

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

Bill Moore
Economic Development Officer

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF3-372-3.0

Loan Amount: \$870,000.00

1. Town of Brandon, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
 - (a) It along with Brandon Fire District #1 will ensure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A are secured;
 - (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 Bond, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, 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 Bond 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, if any.
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 Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond

counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified approval of said Bond(s) then being delivered to the Bond Bank and that said Bond(s) will constitute valid and binding obligations of the Municipality.

6. 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.

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

8. Notwithstanding paragraph 15 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.

9. The Municipality and Brandon Fire District #1 shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Safe Drinking 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 or Brandon Fire District #1 of any exemption or exception, jurisdictional or otherwise.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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). Disbursements from DEC are made on a reimbursement basis. Funds will be disbursed from Federal Award ID Number FS991218## (## 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.

19. 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.

20. 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 (GAAP).

21. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Drinking Water State Revolving Fund, CFDA number 66.468, 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.


22. 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.

23. 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"), 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.

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

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

Attest:



Secretary

VERMONT MUNICIPAL BOND BANK

By: 

Executive Director

Attest:

Town of Brandon

Clerk

By: _____
Chair of the Governing Body

And by:

Treasurer

Attest:

Brandon Fire District #1

Clerk

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 Bond
- EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

Replacement of water distribution lines on Park St.

Conditions:

- 1) Repayment of this loan shall commence one (1) year after completion of the project.
- 2) The DWSRF program has determined that the expected weighted average useful life of the funded assets equals or exceeds the loan term.
- 3) 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

\$870,000.00

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

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 Bond Bank, or registered assigns, the not-to-exceed sum of \$870,000.00 with a preliminary interest at the rate of 1.00% per annum and with a preliminary administrative fee of 2.00%, subject to change based on final disbursed value, beginning on 5/1/2020 as follows:

Vermont EPA Drinking Water State Revolving Fund
 Brandon Town, Vermont
 Loan RF3-372-3.0
 Prepared on 8/3/2019
 Loan Terms
 Loan Amount: \$870,000.00
 Loan Term Year: 30
 Interest rate: 1.0000%
 Administrative Fee: 2.0000%

FOR PLANNING PURPOSES ONLY- SUBJECT TO CHANGE

| Repayment Date | Payment Number | Principal Due | Principal Payment | Principal Forgiven | Interest Payment | Administrative Fees | Total Payment |
|----------------|----------------|---------------|-------------------|--------------------|------------------|---------------------|---------------|
| 5/1/2020 | 1 | 870,000.00 | 12,800.73 | 261,000.00 | 6,106.68 | 12,213.37 | 31,120.78 |
| 5/1/2021 | 2 | 596,199.27 | 13,184.75 | 0.00 | 5,961.99 | 11,923.99 | 31,070.73 |
| 5/1/2022 | 3 | 583,014.52 | 13,580.29 | 0.00 | 5,830.15 | 11,660.29 | 31,070.73 |
| 5/1/2023 | 4 | 569,434.23 | 13,987.71 | 0.00 | 5,694.34 | 11,388.68 | 31,070.73 |
| 5/1/2024 | 5 | 555,446.52 | 14,407.33 | 0.00 | 5,554.47 | 11,108.93 | 31,070.73 |
| 5/1/2025 | 6 | 541,039.19 | 14,839.56 | 0.00 | 5,410.39 | 10,820.78 | 31,070.73 |
| 5/1/2026 | 7 | 526,199.83 | 15,284.74 | 0.00 | 5,262.00 | 10,523.99 | 31,070.73 |
| 5/1/2027 | 8 | 510,914.89 | 15,743.28 | 0.00 | 5,109.15 | 10,218.30 | 31,070.73 |
| 5/1/2028 | 9 | 495,171.61 | 16,219.56 | 0.00 | 4,951.72 | 9,903.43 | 31,070.73 |
| 5/1/2029 | 10 | 478,956.03 | 16,702.05 | 0.00 | 4,789.56 | 9,579.12 | 31,070.73 |
| 5/1/2030 | 11 | 462,253.96 | 17,203.11 | 0.00 | 4,622.54 | 9,245.08 | 31,070.73 |
| 5/1/2031 | 12 | 445,050.87 | 17,719.20 | 0.00 | 4,450.51 | 8,901.02 | 31,070.73 |
| 5/1/2032 | 13 | 427,331.67 | 18,250.76 | 0.00 | 4,273.32 | 8,546.63 | 31,070.73 |
| 5/1/2033 | 14 | 409,080.89 | 18,793.30 | 0.00 | 4,090.81 | 8,181.82 | 31,070.73 |
| 5/1/2034 | 15 | 390,282.69 | 19,362.25 | 0.00 | 3,902.83 | 7,805.65 | 31,070.73 |
| 5/1/2035 | 16 | 370,920.34 | 19,943.12 | 0.00 | 3,709.20 | 7,418.41 | 31,070.73 |
| 5/1/2036 | 17 | 350,977.22 | 20,541.42 | 0.00 | 3,509.77 | 7,019.54 | 31,070.73 |
| 5/1/2037 | 18 | 330,435.80 | 21,157.65 | 0.00 | 3,304.38 | 6,608.72 | 31,070.73 |
| 5/1/2038 | 19 | 309,278.15 | 21,792.39 | 0.00 | 3,092.78 | 6,185.58 | 31,070.73 |
| 5/1/2039 | 20 | 287,485.76 | 22,446.15 | 0.00 | 2,874.86 | 5,749.72 | 31,070.73 |
| 5/1/2040 | 21 | 265,039.61 | 23,119.54 | 0.00 | 2,650.40 | 5,300.79 | 31,070.73 |
| 5/1/2041 | 22 | 241,920.07 | 23,813.13 | 0.00 | 2,419.20 | 4,838.40 | 31,070.73 |
| 5/1/2042 | 23 | 218,106.94 | 24,527.52 | 0.00 | 2,181.07 | 4,362.14 | 31,070.73 |
| 5/1/2043 | 24 | 193,579.42 | 25,263.35 | 0.00 | 1,935.79 | 3,871.59 | 31,070.73 |
| 5/1/2044 | 25 | 168,316.07 | 26,021.25 | 0.00 | 1,683.16 | 3,366.32 | 31,070.73 |
| 5/1/2045 | 26 | 142,294.82 | 26,801.88 | 0.00 | 1,422.95 | 2,845.90 | 31,070.73 |
| 5/1/2046 | 27 | 115,492.94 | 27,605.94 | 0.00 | 1,154.93 | 2,309.86 | 31,070.73 |
| 5/1/2047 | 28 | 87,887.00 | 28,434.12 | 0.00 | 878.87 | 1,757.74 | 31,070.73 |
| 5/1/2048 | 29 | 59,452.86 | 29,287.14 | 0.00 | 594.53 | 1,189.06 | 31,070.73 |
| 5/1/2049 | 30 | 30,165.74 | 30,165.74 | 0.00 | 301.66 | 603.31 | 31,070.71 |
| | | | 609,000.00 | 261,000.00 | 107,723.99 | 215,447.94 | |

EXHIBIT C

This Bond 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 Bond is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24 of the Vermont Statutes Annotated, and a vote of the legal voters of the Municipality duly passed on 3/6/2018.

This Bond 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 Bond 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 Bond 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

Brandon Fire Distrcet #1

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$870,000.00

Town of Brandon
GENERAL OBLIGATION BOND

CERTIFICATE OF REGISTRATION

It is hereby certified that this Bond is a fully registered Bond payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Bond 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 Bond. The name and address of the original registered owner of this Bond is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Drinking 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 found and determined that the public interest and necessity required certain public water system improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements 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 was submitted to the legal voters at meetings thereof, and it was ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; 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 \$870,000.00, to be discounted by the amount of \$261,000.00, repayable with interest at the rate of 1.00% per annum, together with an administrative fee of 2.00%.

AND WHEREAS, the Bond 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 Bond 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 Bond 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 Bond, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

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 Bond, 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 Bond in the face amount of \$870,000.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, 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 Bond and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Bond 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 Bond 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 Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

Town of Brandon

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

ATTEST:

Brandon Fire District #1

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-214-3.0

Loan Amount: \$540,000.00

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”), if any, 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 Bond, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, 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 Bond 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, if any.
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 Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified

approval of said Bond(s) then being delivered to the Bond Bank and that said Bond(s) will constitute valid and binding obligations of the Municipality.

6. 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.

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

8. Notwithstanding paragraph 15 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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 (GAAP).

21. 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.


22. 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.

23. 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.

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

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 Bond

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This project construction loan is for the replacement of the existing sewer collection systems on Park St and also consolidates the preliminary and final design engineering CWSRF loans for the project. The Step I loan request was split 50/50 between DW and CW (\$9,650 for each program). Based on the PER, the final design costs were split 53.5% DW and 46.5% CW (\$16,275 for CW). The total project cost is \$1.41M, and based on project design, the CW related project costs total \$540K. The Step II loan included additional subsidy in the form of loan forgiveness of \$12,963 (\$4,825 for Step I as outlined in the FFY2017 IUP and \$8,137 for Step II as outlined in the FFY2018 IUP).

Conditions:

- 1) Repayment of this loan shall commence one (1) year after completion of the project.
- 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 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

\$540,000.00

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

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 Bond Bank, or registered assigns, the not-to-exceed sum of \$540,000.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 2.00%, subject to change based on final disbursed value, beginning on 5/1/2021 as follows:

Vermont EPA Clean Water State Revolving Fund
Brandon Town, Vermont
Loan RF1-214-3.0
Prepared on 8/20/2019
Loan Terms
Loan Amount: \$540,000.00
Loan Term Years: 20
Interest rate: 0.0000%
Administrative Fee: 2.0000%

| Repayment Date | Payment Number | Principal Due | Principal Payment | Principal Forgiven | Interest Payment | Administrative Fees | Total Payment |
|----------------|----------------|---------------|-------------------|--------------------|------------------|---------------------|---------------|
| 5/1/2021 | 1 | 540,000.00 | 21,891.15 | 12,962.00 | 0.00 | 10,540.78 | 32,231.91 |
| 5/1/2022 | 2 | 505,346.85 | 22,124.97 | 0.00 | 0.00 | 10,106.94 | 32,231.91 |
| 5/1/2023 | 3 | 483,221.88 | 22,667.47 | 0.00 | 0.00 | 9,664.44 | 32,231.91 |
| 5/1/2024 | 4 | 460,654.41 | 23,018.82 | 0.00 | 0.00 | 9,213.09 | 32,231.91 |
| 5/1/2025 | 5 | 437,635.59 | 23,479.20 | 0.00 | 0.00 | 8,752.71 | 32,231.91 |
| 5/1/2026 | 6 | 414,158.39 | 23,948.78 | 0.00 | 0.00 | 8,283.13 | 32,231.91 |
| 5/1/2027 | 7 | 390,207.61 | 24,427.76 | 0.00 | 0.00 | 7,804.15 | 32,231.91 |
| 5/1/2028 | 8 | 365,779.85 | 24,916.31 | 0.00 | 0.00 | 7,315.60 | 32,231.91 |
| 5/1/2029 | 9 | 340,863.54 | 25,414.64 | 0.00 | 0.00 | 6,817.27 | 32,231.91 |
| 5/1/2030 | 10 | 315,448.90 | 25,922.93 | 0.00 | 0.00 | 6,308.98 | 32,231.91 |
| 5/1/2031 | 11 | 289,525.97 | 26,441.39 | 0.00 | 0.00 | 5,790.52 | 32,231.91 |
| 5/1/2032 | 12 | 263,084.58 | 26,970.22 | 0.00 | 0.00 | 5,261.69 | 32,231.91 |
| 5/1/2033 | 13 | 236,114.36 | 27,509.62 | 0.00 | 0.00 | 4,722.29 | 32,231.91 |
| 5/1/2034 | 14 | 208,604.74 | 28,059.82 | 0.00 | 0.00 | 4,172.09 | 32,231.91 |
| 5/1/2035 | 15 | 180,544.92 | 28,621.01 | 0.00 | 0.00 | 3,610.90 | 32,231.91 |
| 5/1/2036 | 16 | 151,923.91 | 29,193.43 | 0.00 | 0.00 | 3,038.48 | 32,231.91 |
| 5/1/2037 | 17 | 122,730.48 | 29,777.30 | 0.00 | 0.00 | 2,454.61 | 32,231.91 |
| 5/1/2038 | 18 | 92,953.18 | 30,372.85 | 0.00 | 0.00 | 1,859.06 | 32,231.91 |
| 5/1/2039 | 19 | 62,580.33 | 30,980.30 | 0.00 | 0.00 | 1,251.61 | 32,231.91 |
| 5/1/2040 | 20 | 31,600.03 | 31,600.03 | 0.00 | 0.00 | 632.00 | 32,232.03 |
| | | | 527,038.00 | 12,962.00 | 0.00 | 117,600.32 | |

For planning purposes only. Figures subject to change based on actual disbursements

EXHIBIT C

This Bond 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 Bond is issued by the Municipality for the purpose of financing planning and construction of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the legal voters of the Municipality duly passed on 3/6/2018.

This Bond 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 Bond 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 Bond 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

\$540,000.00

Town of Brandon

GENERAL OBLIGATION BOND

CERTIFICATE OF REGISTRATION

It is hereby certified that this Bond is a fully registered Bond, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Bond 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 Bond. The name and address of the original registered owner of this Bond 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 found and determined that the public interest and necessity required certain public wastewater system improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements 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 was submitted to the legal voters at meetings thereof, and it was ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; 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 \$540,000.00 to be discounted by the amount of \$12,962, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 2.00%.

AND WHEREAS, the Bond 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 Bond 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

EXHIBIT D

BE IT FURTHER RESOLVED, that the Bond 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 Bond, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

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 Bond, 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 Bond in the face amount of \$540,000.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, 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 Bond and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Bond 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 Bond 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.

EXHIBIT D

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

ATTEST:

Town of Brandon

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

Information Only

**TOWN OF BRANDON
UTILITY RELOCATION AGREEMENT**

OWNER: Brandon Fire District No. 1
PROJECT NUMBER: STP MM18(5)
CONTRACT NUMBER: 1

THIS AGREEMENT, made and concluded by and between the TOWN of Brandon, hereinafter referred to as the MUNICIPALITY, and Brandon Fire District #1, duly organized and existing in the State of Vermont with its principal place of business at 58 Franklin Street, Brandon, Vermont, hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the MUNICIPALITY has developed a road reconstruction project identified as Proposed Improvements, Town of Brandon, County of Rutland, Park Street Roadway and Infrastructure Improvements, STP MM18(5) which shall provide certain improvements on Park Street in the Town of Brandon; and

WHEREAS, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as REPLACEMENT WORK, are required by proposed construction of said improvements, and does not include work solely benefiting the OWNER, its contractor, or the construction contractor; and

WHEREAS, Federal funds may participate in the cost of the services described in this agreement, pursuant to the provisions of Vermont State Statute 19 V.S.A. 1605 and Title 23, United States Code; and Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

THE MUNICIPALITY AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the REPLACEMENT WORK, detailed in the Park Street improvement plans and estimates of which are attached hereto and made a part hereof, consists of:

- a. Preliminary and Final Design engineering and associated costs described as follows:

Engineering and design of the proposed water main replacement in conjunction with the Town of Brandon Park Street Improvement project.

- b. Right-of-way acquisition (easements, rights of entry, etc.), described as follows:

No right-of-way acquisition required, all work to be completed within the Town right-of-way.

- c. Construction work to be accomplished by the OWNER described as follows:

Hydrant testing of the installed hydrants.

- d. Construction work to be accomplished for the OWNER by the MUNICIPALITY acting through its prime contractor, described as follows:

Installation of a new water main and services, and all incidental items necessary for installation of the new water main as required by the proposed improvement project and as shown on the project plans.

- e. Quality control and on-the-job inspection of the work described in paragraph (d) above, by the OWNER or a representative employed by the OWNER to assure the installation meets with the OWNER's approval. However, it should be expressly understood that the OWNER, or his representative, shall at all times work through the MUNICIPALITY's Engineer and not directly with the MUNICIPALITY's Contractor.

Payment

- a. State and/or Federal funds will participate, at the pro rata share applicable, for costs for the REPLACEMENT WORK in accordance with 23 C.F.R. 645.107, in that:

1. The utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaged or taking of which is compensable in eminent domain.

2. The utility occupies privately or publicly owned land, included public road or street right of way.

3. The utility occupies public owned land, including public road and street right of way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense.
- b. Cost components of the estimates, noted in Scope of Work, are allocated and itemized:

SEE ATTACHMENT "A" FOR TOTAL PROJECT COST ESTIMATE

Notes regarding OWNER and MUNICIPALITY responsibilities:

1. OWNER is responsible for (100%) of all debt associated with the water portion as summarized in Attachment #2.
2. Increases in the scope and cost of the REPLACEMENT WORK shall be authorized by a supplemental agreement initiated by the OWNER by submitting to the MUNICIPALITY, in writing, an itemized estimate and justification of the additional costs claimed.

Effective Dates

The following dates shall be authorized dates for charges of the REPLACEMENT WORK. Costs and expenses incurred prior to these dates are not eligible for reimbursement.

- a. Preliminary engineering and right-of-way investigation was authorized as of 2018.
- b. Right-of-Way acquisition was authorized as of 2018.
- c. Following execution of this agreement, the MUNICIPALITY will establish a date, in writing, after which the OWNER will be authorized to incur construction, quality control and inspection costs. If not otherwise determined, the effective date shall be the date of execution of this agreement.

Termination

That upon completion of the REPLACEMENT WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate. Upon termination of the agreement, the relationship between the MUNICIPALITY and the

OWNER with respect to the OWNER's facilities shall be in accordance with applicable Local, State and Federal laws and regulations governing the operation of utility facilities within public highways.

THE MUNICIPALITY AGREES:

That, acting through its prime contractor, it shall perform the REPLACEMENT WORK described in the "Scope of Work" section (d) in accordance with the plans and specifications.

That all necessary Rights-of-Way and easements as are required to accommodate the REPLACEMENT WORK as shown on the plans will be obtained by the MUNICIPALITY.

That it shall require the construction project to be prosecuted at all times with reasonable care in accordance with the Standard Specifications for Construction, as modified by such special provisions as may be attached to the construction contract.

That the OWNER and its agents shall be granted access within the limits of the construction projects at all times during the life of the project for the purpose of operating, maintaining, relocating or reconstructing its facilities.

That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

THE OWNER AGREES:

That the plans for the REPLACEMENT WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To secure all necessary easements, permits and approvals specific to the utilities work and industry requirements which are not secured by the MUNICIPALITY for the work undertaken as part of the project.

To accomplish all REPLACEMENT WORK described in the "Scope of Work" section (c), furnishing all labor, materials and equipment necessary to complete the work.

Brandon Fire District #1
Park Street Improvements
Utility Relocation Agreement
Page 6

58 Franklin Street, Brandon, VT 05733

To submit final billing for reimbursement to the MUNICIPALITY within ~~120 days~~ after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the MUNICIPALITY, the State of Vermont and the Federal Highway Administration (FHWA) to audit its utility cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

To provide quality control and on-the-job inspection of materials and construction methods used in the REPLACEMENT WORK described in the "SCOPE OF WORK", and to save the MUNICIPALITY free and harmless from any responsibility therefore, except where the MUNICIPALITY shall disregard written exceptions filed with the MUNICIPALITY by the Inspector for the OWNER.

To cooperate with other utility companies, the MUNICIPALITY, and contractors employed by the MUNICIPALITY, and to carry out its activities in such a way as not to obstruct or delay other work being performed within the project area.

To abide by the applicable provisions of Attachment #1 "*Construction Conditions*" which is attached hereto and made a part hereof.

To notify the MUNICIPALITY of any substantial changes in the scope or character of the REPLACEMENT WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the MUNICIPALITY at least twenty-four (24) hours in advance of beginning or resuming REPLACEMENT WORK for which reimbursement will be claimed.

To submit to the MUNICIPALITY, upon request, weekly progress reports of labor, materials and equipment used in the REPLACEMENT WORK.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the MUNICIPALITY.

To accept facilities constructed in the REPLACEMENT WORK described in paragraph (d) immediately upon completion and demonstrated capability of the system to function as intended.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

To include in any progress or final billing to the MUNICIPALITY receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the REPLACEMENT WORK during the billing period. The MUNICIPALITY will send reimbursements directly to OWNER at:

This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this 11 day of March, 2019, the MUNICIPALITY, by its Duly Authorized Agent, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

Judy Lavelle

MUNICIPALITY:

Town of Brandon

BY: [Signature]
_____ (AUTHORIZED AGENT)

Town Manager
_____ (TITLE)

IN WITNESS WHEREOF:

Judy Lavelle

OWNER:

BRANDON FIRE DISTRICT NO. 1

BY: Raymond Carter
_____ (AUTHORIZED AGENT)

WATER SUPERINTENDENT
_____ (TITLE)

Attachment #1

CONSTRUCTION CONDITIONS

1. All communications between the OWNER, contractors, and any other parties having an interest in the construction contract shall be via the MUNICIPALITY's representative on the project.

2. BUY AMERICA PROVISIONS

Buy America provisions, in accordance with Title 23, United States Code, Section 313 and Title 23, Code of Federal Regulations, Section 635.410 apply to the REPLACEMENT WORK covered by this Utility Relocation Agreement. All steel and iron products permanently incorporated into Federal-Aid projects shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material in a product (i.e., smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extending, machining, bending, grinding, drilling and coating. Buy America requirements of Titles 23, Code of Federal Regulations, Section 635.410 are applicable to all Federal-Aid construction projects. The OWNER shall provide the UTILITIES & PERMITS UNIT with a written certification prior to performing any REPLACEMENT WORK pursuant to this Utility Relocation Agreement, confirming that only domestic steel and/or iron products will be used by OWNER for this project. Documentation Records proving this certification must be maintained by the OWNER for three (3) years after final payment under this agreement is made. This Buy America Certification may be subject to audit and may be used in any proceeding under the False Claims Act, Title 18, United States Code, Section 1020 and Title 23 Code of Federal Regulations, Section 635.119. Further, failure to comply with any Buy America requirements may jeopardize reimbursement of the REPLACEMENT WORK.

3. All logs, trees, underbrush, slash, etc. resulting from clearing operations associated with relocation work shall be burned or otherwise disposed of by the OWNER or its agents, as directed by the Engineer.

4. Any burning associated with construction activities or maintenance operations performed under this agreement shall not use tires or similar manufactured products as ignition material. The OWNER is responsible for procuring all permits or rights

necessary for such disposal.

5. Abandoned, unused or junk materials associated with the REPLACEMENT WORK shall be disposed of by the OWNER in a manner approved by the MUNICIPALITY, except that abandoned underground facilities shall become the property of the contractor, and may not be acquired by the OWNER or the MUNICIPALITY.

6. Material disturbed by the placement of underground facilities which will ultimately be located beneath the sub-grade shall be compacted as required by the construction contract and in a manner approved by the MUNICIPALITY.

7. Maintenance of utility plants located within operational limited - access highway facilities must be conducted from outside the limited - access facility where it is reasonably possible to do so.

8. Project signing and traffic control shall be in conformance with the MUTCD, Agency of Transportation Standard E-119 and any additional signing or traffic control deemed necessary by the MUNICIPALITY. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

Town of Brandon
 Park Street Roadway and Infrastructure Improvements
 Total Project Cost Estimate
 January 30, 2019

| ITEM DESCRIPTION | VTrans Eligible Cost | VTrans Non-Eligible Cost | | Total Cost |
|---|----------------------|--------------------------|---------------|-----------------|
| | | Water | Wastewater | |
| CONSTRUCTION | | | | |
| Waterline Replacement | \$ 405,000.00 | \$ 643,000.00 | \$ 369,000.00 | \$ 1,417,000.00 |
| CONSTRUCTION SUBTOTAL | \$ 405,000.00 | \$ 643,000.00 | \$ 369,000.00 | \$ 1,417,000.00 |
| CONSTRUCTION CONTINGENCY | | | | |
| Construction Contingency (10%) | \$ - | \$ 64,300.00 | \$ 36,900.00 | \$ 101,200.00 |
| CONSTRUCTION CONTINGENCY SUBTOTAL | \$ - | \$ 64,300.00 | \$ 36,900.00 | \$ 101,200.00 |
| STEP I - PRELIMINARY ENGINEERING | | | | |
| Water System Improvements Preliminary Engineering Study | | \$ 9,500.00 | \$ 9,500.00 | \$ 19,000.00 |
| STEP I SUBTOTAL | \$ - | \$ 9,500.00 | \$ 9,500.00 | \$ 19,000.00 |
| STEP II - FINAL DESIGN | | | | |
| Final Design Allowance ⁽²⁾ | \$ 95,000.00 | \$ 18,875.00 | \$ 16,125.00 | \$ 70,000.00 |
| | \$ 6,800.00 | | | \$ 6,800.00 |
| STEP II SUBTOTAL | \$ 41,800.00 | \$ 18,875.00 | \$ 16,125.00 | \$ 76,800.00 |
| STEP III - CONSTRUCTION SERVICES | | | | |
| Construction Services Allowance ⁽³⁾ | \$ 6,600.00 | \$ 85,374.00 | \$ 72,726.00 | \$ 164,700.00 |
| STEP III CONSTRUCTION SERVICES SUBTOTAL | \$ 6,600.00 | \$ 85,374.00 | \$ 72,726.00 | \$ 164,700.00 |
| OTHER COSTS | | | | |
| Permit Fees | | \$ 1,250.00 | \$ 250.00 | \$ 1,500.00 |
| Administrative | | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 |
| Legal & Fiscal | | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 |
| Short Term Interest | | \$ 5,000.00 | \$ 5,000.00 | \$ 10,000.00 |
| OTHER SUBTOTAL | \$ - | \$ 11,250.00 | \$ 10,250.00 | \$ 21,500.00 |
| ESTIMATED TOTAL PROJECT COST | \$ 453,400.00 | \$ 832,299.00 | \$ 514,501.00 | \$ 1,800,200.00 |
| USE | \$ 460,000.00 | \$ 830,000.00 | \$ 510,000.00 | \$ 1,800,000.00 |

Notes:

1. Construction cost based on ENR 11350 = April 2019.
2. Based on Executed Engineering Services Agreements. Water and Wastewater split is allocated per DEC proration determination.
3. Based on Step III Curve Allowance.

Water Infrastructure FINANCING PROGRAMS

CLEAN WATER STATE REVOLVING FUND (CWSRF)
DRINKING WATER STATE REVOLVING FUND (DWSRF)

Appointment of Alternative Authorized Representative



Loan Number (WPL/RF3/RF1) RFI-223-1.1

The Town of Brandon Selectboard, as legislative body of the applicant, hereby authorized Jacolyn Savela to act as an alternative authorized representative of the applicant for the purpose of furnishing to the State of Vermont such information, data and documents pertaining to the above noted project as may be required and otherwise to act as the authorized representative of the applicant in connection with the project.

This is a/an change in authorized representative. If change in authorized representative, they are replacing Daryl Burlett.

Updated contact information:

Name: Jacolyn Savela

Mailing Address: 49 Center Street, Brandon, VT 05733

Email: jsavela@townofbrandon.com

Phone number: 802-247-3635 x210

Signed by the majority of the legislative body.

Date: 11/11/2019

11/08/19
12:07 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63249 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 11/11/19 To 11/11/19

| Vendor | Invoice Date | Invoice Description | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|--|--|-------------|--------------|------------|
| 310184 | 11/05/19 | ABANAKI INC box trailer rental 12047 | 10-5-18-20500 Storage Unit Supply/Maint | 150.00 | 47532 | 11/11/19 |
| 100015 | 10/30/19 | ALLEN ENGINEERING & CHEMI chlorine 11151761601 | 20-5-55-50120 Sodium Hypochloride | 478.50 | 47533 | 11/11/19 |
| 310590 | 10/31/19 | AMERICAN WINDOW CLEANING October windows 2190 | 10-5-22-43100 Town Office | 50.00 | 47534 | 11/11/19 |
| 300541 | 10/29/19 | ARC RUTLAND AREA appropriation NOV 2019 | 10-5-25-70330 ARC of Rutland | 875.00 | 47535 | 11/11/19 |
| 330468 | 11/06/19 | ATHERTON, DAVID J mileage-mtg, conf, training 11/6/19 | 10-5-10-10310 Travel & Expenses | 285.36 | 47536 | 11/11/19 |
| 100598 | 10/25/19 | AUBUCHON HARDWARE contractor bags 1626216891 | 10-5-22-43170 Trash costs-Transfer Stat | 32.99 | 47537 | 11/11/19 |
| 100598 | 10/25/19 | AUBUCHON HARDWARE power strip 1626223731 | 10-5-22-43100 Town Office | 24.99 | 47538 | 11/11/19 |
| 310648 | 11/07/19 | BABCOCK, HEATHER FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47539 | 11/11/19 |
| 100125 | 10/17/19 | BARTOL, CURT R PH D psychological evaluation OCT2019 | 10-5-14-30130 Service Contracts | 25.00 | 47540 | 11/11/19 |
| 310867 | 11/07/19 | BISHOP, RUSSELL FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47541 | 11/11/19 |
| 100655 | 10/29/19 | BLSG INSECT CONTROL DISTR appropriation NOV 2019 | 10-5-17-71800 Mosquito Control | 10150.00 | 47542 | 11/11/19 |
| 100245 | 10/29/19 | BRANDON AREA CHAMBER OF C appropriation NOV 2019 | 10-5-25-70140 Chamber of Commerce | 250.00 | 47543 | 11/11/19 |
| 100305 | 10/29/19 | BRANDON AREA RESCUE SQUAD appropriation NOV 2019 | 10-5-25-70130 Brandon Rescue Squad | 7000.00 | 47544 | 11/11/19 |
| 100275 | 10/29/19 | BRANDON FREE PUBLIC LIBRA appropriation NOV 2019 | 10-5-25-70470 Brandon Library | 7666.67 | 47545 | 11/11/19 |
| 100625 | 10/29/19 | BRANDON INDEPENDENCE DAY appropriation NOV 2019 | 10-5-25-70110 BIDCC -4th of July Com. | 1500.00 | 47546 | 11/11/19 |
| 100280 | 10/24/19 | BRANDON LUMBER & MILLWORK coupling, pipe, propane 806534/3 | 10-5-22-43080 Highway Bldg Maint | 15.98 | 47547 | 11/11/19 |
| 100280 | 10/24/19 | BRANDON LUMBER & MILLWORK coupling, pipe, propane 806534/3 | 10-5-15-46110 Paving Roads | 13.59 | 47547 | 11/11/19 |
| 100280 | 10/25/19 | BRANDON LUMBER & MILLWORK paint and brush 806582/3 | 20-5-55-42140 Maint. Supplies - Bldgs | 56.27 | 47547 | 11/11/19 |
| 100280 | 10/28/19 | BRANDON LUMBER & MILLWORK batteries, toolbox 806948/3 | 20-5-55-43160 Maint. Supplies - General | 37.98 | 47547 | 11/11/19 |
| 100280 | 10/28/19 | BRANDON LUMBER & MILLWORK caps 806958/3 | 10-5-15-41160 HW Maint. Supplies-Vehicl | 3.98 | 47547 | 11/11/19 |
| 100280 | 10/31/19 | BRANDON LUMBER & MILLWORK keys, sign repair 807262/3 | 10-5-22-43080 Highway Bldg Maint | 12.45 | 47547 | 11/11/19 |
| 100280 | 10/31/19 | BRANDON LUMBER & MILLWORK keys, sign repair 807262/3 | 10-5-15-45120 Signs & Posts | 151.45 | 47547 | 11/11/19 |
| 100280 | 10/31/19 | BRANDON LUMBER & MILLWORK screws 807268/3 | 10-5-22-43080 Highway Bldg Maint | 5.49 | 47547 | 11/11/19 |
| 100280 | 10/06/19 | BRANDON LUMBER & MILLWORK sakrete concrete mix 808128/3 | 20-5-55-51310 Collection Systems | 11.10 | 47547 | 11/11/19 |
| 100310 | 10/29/19 | BRANDON SENIOR CITIZENS C appropriation NOV 2019 | 10-5-25-70480 Senior Citizen Center | 1125.00 | 47548 | 11/11/19 |

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| Vendor | Invoice Date | Invoice Description | Account | Amount Paid | Check Number | Check Date |
|--------|--------------|--|--|-------------|--------------|------------|
| 310966 | 11/07/19 | BRILEYA, NIKKI FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47549 | 11/11/19 |
| 310973 | 11/07/19 | BROUILLARD, ROXIE FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47550 | 11/11/19 |
| 310958 | 10/28/19 | CERTIFIED LABORATORIES grease 3725044 | 10-5-15-41160 HW Maint. Supplies-Vehicl | 406.10 | 47551 | 11/11/19 |
| 301503 | 10/18/19 | CHAMPLAIN VALLEY FUELS gasoline 217873 | 10-5-14-41130 Fuel - Vehicles | 338.32 | 47552 | 11/11/19 |
| 301503 | 10/18/19 | CHAMPLAIN VALLEY FUELS diesel fuel 218338 | 10-5-15-41130 Fuel - Vehicles HW | 285.56 | 47552 | 11/11/19 |
| 301503 | 10/28/19 | CHAMPLAIN VALLEY FUELS heating fuel @ HWY 798495 | 10-5-22-42110 Heating Fuel | 498.96 | 47552 | 11/11/19 |
| 301503 | 10/28/19 | CHAMPLAIN VALLEY FUELS diesel fuel 798869 | 10-5-15-41130 Fuel - Vehicles HW | 592.46 | 47552 | 11/11/19 |
| 310963 | 11/07/19 | CHRISTIAN, MICHAEL FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47553 | 11/11/19 |
| 301043 | 10/22/19 | CIVES CORPORATION, DBA repairs to 2016 Mack 4492578 | 10-5-15-41180 HW Outside Maint. - Vehic | 4785.00 | 47554 | 11/11/19 |
| 310962 | 11/07/19 | COLALUCA, COLLEEN FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47555 | 11/11/19 |
| 200243 | 11/07/19 | COLBURN, FRED FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47556 | 11/11/19 |
| 310097 | 10/27/19 | COMCAST service: 11/04 - 12/03 FD10/27/19 | 10-5-14-42100 FD Telephone Service | 303.60 | 47557 | 11/11/19 |
| 310097 | 11/05/19 | COMCAST town office November TO 10-27-19 | 10-5-10-42100 Telephone Exp. Admin. | 453.91 | 47558 | 11/11/19 |
| 310097 | 10/21/19 | COMCAST service: 10/28 - 11/27 WW10/21/19 | 20-5-55-42100 Wastewater Telephone | 185.81 | 47559 | 11/11/19 |
| 310865 | 11/07/19 | CORNET, AMBER FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47560 | 11/11/19 |
| 310177 | 10/29/19 | COTT SYSTEMS, INC. nov host fee 130725 | 10-5-13-30123 Records Preservation | 233.00 | 47561 | 11/11/19 |
| 310945 | 11/07/19 | CRAM, MARCY FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47562 | 11/11/19 |
| 310733 | 11/01/19 | DENTON & SON rubbish removal OCT2019 | 20-5-55-50160 Sludge Disposal | 380.00 | 47563 | 11/11/19 |
| 310656 | 11/07/19 | DISORDA, JASON FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47564 | 11/11/19 |
| 310657 | 11/07/19 | DISORDA, JOHANNA FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47565 | 11/11/19 |
| 300466 | 10/30/19 | DUNDON PLUMBING & HEATING portable toilet fee 52159 | 10-5-18-40000 Youth Soccer | 115.00 | 47566 | 11/11/19 |
| 310960 | 11/06/19 | EASTERN PIPE SERVICE LLC vac/flush Newton Rd line 3177 | 20-5-55-51310 Collection Systems | 1750.00 | 47567 | 11/11/19 |
| 310786 | 11/07/19 | ELNICKI, STEPHANIE FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47568 | 11/11/19 |
| 100494 | 10/25/19 | ENDYNE INC testing 314312 | 20-5-55-22120 Testing | 25.00 | 47569 | 11/11/19 |
| 100494 | 11/01/19 | ENDYNE INC testing 315324 | 20-5-55-22120 Testing | 25.00 | 47569 | 11/11/19 |

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|--------|--------------|--|--|-------------|--------------|------------|
| 300492 | 10/23/19 | FASTENAL COMPANY drill set VTRUT100888 | 10-5-15-41110 New Equipment-Misc. Tools | 134.24 | 47570 | 11/11/19 |
| 310414 | 11/07/19 | FELKL, PETER FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 100.00 | 47571 | 11/11/19 |
| 330422 | 10/16/19 | FERGUSON WATERWORKS #590 PVC coup/bye - Town Hall 0919610 | 10-5-22-43150 Town Hall Repair/Maint. | 191.61 | 47572 | 11/11/19 |
| 100615 | 11/05/19 | FISHER SCIENTIFIC COMPANY filter pads 2523879 | 20-5-55-30120 Professional Supplies | 201.81 | 47573 | 11/11/19 |
| 300187 | 10/19/19 | FLORENCE CRUSHED STONE sand 227567 | 10-5-15-47120 Winter Sand | 543.98 | 47574 | 11/11/19 |
| 300187 | 10/26/19 | FLORENCE CRUSHED STONE sand & dolomite 227611 | 10-5-15-47120 Winter Sand | 4202.62 | 47574 | 11/11/19 |
| 300187 | 10/26/19 | FLORENCE CRUSHED STONE sand & dolomite 227611 | 10-5-15-46140 Gravel | 288.60 | 47574 | 11/11/19 |
| 300187 | 10/31/19 | FLORENCE CRUSHED STONE sand 227666 | 10-5-15-47120 Winter Sand | 414.39 | 47574 | 11/11/19 |
| 310760 | 09/05/19 | FUSS & O'NEILL INC B114 Engineering Services 215133 | 46-5-60-50120 B114 -Const Engineer | 2219.69 | 47575 | 11/11/19 |
| 310760 | 11/06/19 | FUSS & O'NEILL INC B114 Engineering Services 216941 | 46-5-60-50120 B114 -Const Engineer | 1295.08 | 47576 | 11/11/19 |
| 310426 | 11/04/19 | FYLES BROS., INC. propane - WW gen & heat 165290 | 20-5-55-42110 LP Gas - Bldgs | 245.39 | 47577 | 11/11/19 |
| 310426 | 10/28/19 | FYLES BROS., INC. propane - WW boiler 177725 | 20-5-55-42110 LP Gas - Bldgs | 88.18 | 47577 | 11/11/19 |
| 310426 | 11/06/19 | FYLES BROS., INC. adjust for underpayments NOV2019 | 20-5-55-42110 LP Gas - Bldgs | 3.56 | 47577 | 11/11/19 |
| 310959 | 10/28/19 | G.W. SAVAGE CORP. clean-up @ Town Hall 20191182 | 10-5-22-43150 Town Hall Repair/Maint. | 3419.21 | 47578 | 11/11/19 |
| 310964 | 11/07/19 | GAISSERT, STEVE FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47579 | 11/11/19 |
| 310965 | 11/07/19 | GIVEN, GARRETT FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47580 | 11/11/19 |
| 310158 | 10/25/19 | GREEN MOUNTAIN ELECTRIC S fuses, joint compound S3420249.001 | 20-5-55-43160 Maint. Supplies - General | 94.14 | 47581 | 11/11/19 |
| 310158 | 10/29/19 | GREEN MOUNTAIN ELECTRIC S seal S3420249.002 | 20-5-55-43160 Maint. Supplies - General | 16.72 | 47581 | 11/11/19 |
| 100725 | 10/22/19 | GREEN MOUNTAIN GARAGE hose, hose ends, oil 142883 | 10-5-15-41160 HW Maint. Supplies-Vehicl | 55.06 | 47582 | 11/11/19 |
| 100725 | 10/28/19 | GREEN MOUNTAIN GARAGE hose ends, oil 143092 | 10-5-15-41160 HW Maint. Supplies-Vehicl | 116.52 | 47582 | 11/11/19 |
| 100725 | 10/28/19 | GREEN MOUNTAIN GARAGE LED signal light 143093 | 20-5-55-41180 Maintenance-Vehicles | 26.00 | 47582 | 11/11/19 |
| 310661 | 11/07/19 | HOWE, MICHAEL FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47583 | 11/11/19 |
| 310975 | 11/07/19 | HUESTIS, JENNIFER FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 100.00 | 47584 | 11/11/19 |
| 310948 | 10/28/19 | ISABELLE DON beaver trapping TB102819 | 10-5-15-20240 Contractors | 203.50 | 47585 | 11/11/19 |
| 310708 | 11/07/19 | JACKSON, KIMBERLY FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47586 | 11/11/19 |

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|--------|---------------------------|------------------------------------|---------------------------|-------------|--------------|------------|
| 310335 | KAS, INC | 10/23/19 asbestos-419,449 Newton R | 56-5-25-20120 | 1574.00 | 47587 | 11/11/19 |
| | | 309190339-1 | 107 Newton Rd FEMA buyout | | | |
| 310967 | KELLY, MICHAEL | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47588 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310287 | KENYON, LISA | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47589 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310663 | KETCHAM, JESSICA | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47590 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310664 | LAFAYETTE, KATEY | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 100.00 | 47591 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310961 | LAFAYETTE, TRISH | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47592 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310873 | LANCOUR, SUE ELLEN | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47593 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310874 | LANZA, NICKI | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47594 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 100029 | LAWES AGRICULTURAL SERVIC | 10/25/19 grass seed | 10-5-15-46130 | 120.00 | 47595 | 11/11/19 |
| | | 17377 | Culverts | | | |
| 310312 | LI, TIFFANY | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 100.00 | 47596 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310813 | LUTKUS, JENNIFER | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47597 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310666 | MALBON, ANN MARIE | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47598 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310667 | MALLORY, MATTHEW | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 100.00 | 47599 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310668 | MARKOWSKI, KELLY | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47600 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 330377 | MATTHEW BENDER & COMPANY, | 10/11/19 VT stat 2019 supp pkg/idx | 10-5-14-10330 | 274.95 | 47601 | 11/11/19 |
| | | 14111292 | Dues & Subscriptions | | | |
| 310906 | MODERN CLEANERS & TAILORS | 10/31/19 uniform maintenance | 10-5-14-10320 | 66.25 | 47602 | 11/11/19 |
| | | OCT2019 | Clothing Allowance | | | |
| 310211 | MONMOUTH BIOPRODUCTS | 10/21/19 cold weather bacteria | 20-5-55-50110 | 1343.65 | 47603 | 11/11/19 |
| | | 19410 | Cold Weather Bacteria | | | |
| 310672 | MULCAHY, REBECCA | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47604 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310617 | OTTER VALLEY UNIFIED UNIO | 11/05/19 school tax | 10-2-00-02137 | 960765.53 | 47605 | 11/11/19 |
| | | NOV 2019 | Property Tax School Share | | | |
| 310530 | PATCH ELECTRIC INC | 10/30/19 repairs | 10-5-22-43100 | 256.62 | 47606 | 11/11/19 |
| | | 1253 | Town Office | | | |
| 310530 | PATCH ELECTRIC INC | 10/30/19 repairs | 10-5-22-43150 | 256.62 | 47606 | 11/11/19 |
| | | 1253 | Town Hall Repair/Maint. | | | |
| 310674 | PEARSONS, STACEY | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47607 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 100274 | PETTY CASH - TOWN OFFICE | 11/06/19 posting zoning | 10-5-12-30132 | 28.07 | 47608 | 11/11/19 |
| | | 11-6-19 | Planning/Zoning Postage | | | |
| 310775 | PHILLIPS, CRYSTAL | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47609 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |
| 310970 | POCKETT, ERIN | 11/07/19 FLAG FOOTBALL REFUND | 10-5-18-40010 | 50.00 | 47610 | 11/11/19 |
| | | NOV2019 | Middle School Football | | | |

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|--------|--------------|---|--|-------------|--------------|------------|
| 310736 | 11/05/19 | POCKETTE PEST CONTROL pest control/storage 13506 | 10-5-18-20500 Storage Unit Supply/Maint | 50.00 | 47611 | 11/11/19 |
| 310736 | 11/05/19 | POCKETTE PEST CONTROL pest control/Town Office 13507 | 10-5-22-43100 Town Office | 70.00 | 47611 | 11/11/19 |
| 310736 | 11/05/19 | POCKETTE PEST CONTROL pest control/Police Dept. 13508 | 10-5-22-43090 PD Bldg Maint. | 65.00 | 47611 | 11/11/19 |
| 310736 | 11/07/19 | POCKETTE PEST CONTROL pest control/Town Hall 13515 | 10-5-22-43150 Town Hall Repair/Maint. | 80.00 | 47611 | 11/11/19 |
| 310474 | 11/07/19 | POLLI, GREG FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47612 | 11/11/19 |
| 310871 | 11/07/19 | POPP, JENNIFER FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47613 | 11/11/19 |
| 310788 | 11/07/19 | POTTER, ALYSSA FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47614 | 11/11/19 |
| 310804 | 11/07/19 | QUENNEVILLE, ALICIA FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 100.00 | 47615 | 11/11/19 |
| 310969 | 11/07/19 | QUENNEVILLE, JAIME FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47616 | 11/11/19 |
| 200179 | 10/23/19 | ROOTX root killer 57780 | 20-5-55-50130 Root-X | 460.00 | 47617 | 11/11/19 |
| 200179 | 10/28/19 | ROOTX root killer 57850 | 20-5-55-50130 Root-X | 460.00 | 47617 | 11/11/19 |
| 310972 | 11/07/19 | ROWE, JEREMY FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47618 | 11/11/19 |
| 100478 | 10/31/19 | ROYAL GROUP, INC. Highway Alarm monitor-yr 662527 | 10-5-22-43080 Highway Bldg Maint | 265.00 | 47619 | 11/11/19 |
| 100492 | 10/29/19 | RUTLAND MENTAL HEALTH SER appropriation NOV 2019 | 10-5-25-70210 Rutland Mental Health | 1656.00 | 47620 | 11/11/19 |
| 100493 | 10/28/19 | RUTLAND REGIONAL PLANNING annual dues FY 2019/2020 3665 | 10-5-17-71300 Rut. Regional Commission | 975.00 | 47621 | 11/11/19 |
| 310951 | 11/07/19 | SEIGLE, HOLLY FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47622 | 11/11/19 |
| 310905 | 10/24/19 | SENSIBLE VOICE LLC Office 365 renewal. E 102419 | 10-5-10-30130 Service Contracts | 106.99 | 47623 | 11/11/19 |
| 100006 | 10/29/19 | SOUTHWESTERN VT COUNCIL O appropriation NOV 2019 | 10-5-25-70190 SW VT Council on Aging | 600.00 | 47624 | 11/11/19 |
| 310921 | 10/31/19 | STEARNS SERVICES LLC Oct payroll processing 1039 | 10-5-10-30130 Service Contracts | 540.00 | 47625 | 11/11/19 |
| 310099 | 10/29/19 | STEPHEN A DOUGLAS BIRTHPL appropriation NOV 2019 | 10-5-25-70430 Stephen A. Douglas Inc. | 625.00 | 47626 | 11/11/19 |
| 200277 | 10/28/19 | THUNDER TOWING & AUTO REC repairs - 2013 Charger 5993 | 10-5-14-41180 PD Vehicle Maintenance | 1012.77 | 47627 | 11/11/19 |
| 310879 | 11/07/19 | TRIPP, TAMMY FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 100.00 | 47628 | 11/11/19 |
| 330348 | 10/22/19 | VERIZON WIRELESS service: Sep 23 - Oct 22 9840665396 | 10-5-14-20233 MDT/Aircards | 240.08 | 47629 | 11/11/19 |
| 100485 | 10/29/19 | VNA & HOSPICE OF THE SOUT appropriation NOV 2019 | 10-5-25-70200 RAVNA | 2550.00 | 47630 | 11/11/19 |
| 310878 | 11/07/19 | VOLK, CASEY & CHAD FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47631 | 11/11/19 |

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|--------------|--------------|---|--|-------------|--------------|------------|
| 310046 | 10/30/19 | W.B. MASON CO INC toner, receipt books 204497342 | 10-5-14-30110 Office Supplies | 91.46 | 47632 | 11/11/19 |
| 310968 | 11/07/19 | WILBUR, BRENT FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47633 | 11/11/19 |
| 310974 | 11/07/19 | WOODWARD, RACHEL FLAG FOOTBALL REFUND NOV2019 | 10-5-18-40010 Middle School Football | 50.00 | 47634 | 11/11/19 |
| 310186 | 11/06/19 | WYMAN'S TIMBER HARVESTING town trash 10-31-19 0170-16 | 10-5-22-43170 Trash costs-Transfer Stat | 41.15 | 47635 | 11/11/19 |
| 310186 | 10/29/19 | WYMAN'S TIMBER HARVESTING town trash 10-24-19 0170-4 | 10-5-22-43170 Trash costs-Transfer Stat | 26.25 | 47635 | 11/11/19 |
| Report Total | | | | 1031260.21 | ===== | |

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 \$ *1,031,260.21
Let this be your order for the payments of these amounts.

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|--------------|--------------------------|---------------------------------|-----------------|-----------------|-------------|--------------|------------|
| 100051 | CARR, BERNIE | PIO OCT 19 S6 PIO Oct 2019 | 3195.00 | 0.00 | 3195.00 | 47528 | 11/06/19 |
| 300286 | CASELLA CONSTRUCTION INC | PR51 Seg 6 PR # 51 | 408846.43 | 0.00 | 408846.43 | 47523 | 11/01/19 |
| 100456 | DUBOIS & KING INC | 1119000 S6 CI progress rpt # 61 | 95701.39 | 0.00 | 95701.39 | 47529 | 11/06/19 |
| 310760 | FUSS & O'NEILL INC | 215920 S6 Roadway Design Servic | 14675.81 | 0.00 | 14675.81 | 47530 | 11/06/19 |
| 310760 | FUSS & O'NEILL INC | 216869 S6 Roadway Design Servic | 16070.05 | 0.00 | 16070.05 | 47531 | 11/06/19 |
| Report Total | | | 538,488.68 | 0.00 | 538,488.68 | | |

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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 \$ ***538,488.68
Let this be your order for the payments of these amounts.

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