

**PLEASE NOTE: REMOTE MEETING via ZOOM**

Meeting ID (253 279 4161)

Dial: (929) 205 6099

**Brandon Select Board Meeting  
March 22, 2021  
7:00 p.m.**

The Brandon Select Board will meet Monday, March 22, 2021 at 7:00 p.m. 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 at the Junction Store & Deli at 2265 Forest Dale Road. 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 – March 8, 2021
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Adoption of Local Emergency Management Plan
- 6) Approval of RRPC Emergency Mutual Aid Agreement
- 7) Consider Policy to Avoid Real or Apparent Conflicts of Interest in Board Appointments
- 8) Appointment of Animal Control Officer
- 9) Fiscal
  - a) Consider Purchase Order #52207 to Earle's Truck Repair for Truck #6 Repairs - \$20,727.36
  - b) Warrant – March 22, 2021- \$53,091.14
- 10) Executive Session

First Motion: I move to find that the premature general public knowledge of the negotiation strategies with the NEBPA will clearly place the Town at a substantial disadvantage.

Second Motion: I move that we enter executive session to discuss the current collective bargaining agreement with the NEBPA under the provisions of 1 V.S.A. § 313(a)(1)
- 11) Executive Session

First Motion: I move to find that premature general public knowledge of a pending or probable civil litigation or prosecution, to which the public body is or may be a party will clearly place the Town at a substantial disadvantage.

Second Motion: I move that we enter executive session to discuss the pending or probable civil litigation or prosecution to include the Town Manager, under the provisions of 1 V.S.A. Section 313(a)(1).
- 12) Adjournment

## **Brandon Select Board Meeting March 8, 2021**

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

**All in Attendance via Zoom.**

**Board Members In Attendance:** Brian Coolidge, Seth Hopkins, Tim Guiles, Michael Markowski, Tracy Wyman

**Others In Attendance:** Dave Atherton, Butch Shaw, Todd Nielsen, Bill Moore, Bernie Carr, Marielle Blaise, Ralph Ethier, Sue Gage, Barry Varian, Lee Kahrs, Liz Gregorek, Brent Buchler, Chris Brickell, Bob Foley, Neil Silins

### **1. Call to order**

The meeting was called to order by Dave Atherton at 7:00PM.

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

Tim Guiles requested an additional executive session under the provisions of 1 V.S.A. 313(a)(3) – Appointment or employment or evaluation of a public officer or employee.

Seth Hopkins requested Item c under Item 3. Consent Agenda be removed, as it will need updating prior to approval.

**Motion** by Seth Hopkins/Tracy Wyman to remove Item 3(c)(1) of the Consent Agenda to deal with separately. **The motion passed unanimously.**

### **2. Election of Select Board Officers**

#### **a) Election of Chair**

**Motion** by Brian Coolidge/Tim Guiles to appoint Seth Hopkins as the Chairperson of the Brandon Select Board. **The motion passed unanimously.**

#### **a) Election of Vice-Chair**

**Motion** by Brian Coolidge/Michael Markowski to appoint Tracy Wyman as the Vice-Chair of the Brandon Select Board. **The motion passed unanimously.**

#### **a) Election of Clerk**

**Motion** by Tim Guiles/Brian Coolidge to appoint Michael Markowski as the Clerk of the Brandon Select Board. **The motion passed unanimously.**

Mr. Atherton turned the meeting over to Seth Hopkins.

### **3. Consent Agenda**

**Motion** by Tracy Wyman/Tim Guiles to approve the Consent Agenda - Items a through f with the removal of Item c(1). **The motion passed unanimously.**

#### ***a) Designation of Select Board as Other Statutory Bodies***

- 1) Board of Liquor Control (Title 7, Section 166)***
- 2) Board of Health, (Title 18, Section 604)***
- 3) Board of Sewer Commissioners***
  - (aka) Board of Sewage System Commissioners (Title 24, Section 3506)***
  - (aka) Board of Sewage Disposal Commissioners (Title 24, Section 3614)***
- 4) Housing Board of Review (Title 24, Section 5005)***

#### ***b) Establish Meeting Schedule, Time and Location***

- 1) Second and fourth Mondays***
- 2) 7:00PM***
- 3) Brandon Town Hall or Zoom meeting ID #253 279 4161***

#### ***c) Adopt Meeting Rules and Procedures***

- 1) Rules of Procedure for Select Board of the Town of Brandon, Vermont***
- 2) Reports of Appointed Boards, Commission and Officials to the Select Board***

#### ***d) Designate Official Newspaper***

- 1) Official – The Reporter***
- 2) Alternate – The Rutland Herald***

#### ***e) Approval of Minutes***

- 1) Select Board Minutes – February 22, 2021***

#### ***f) Appointments***

- 1) Tree Warden - Wayne Kingsley***
- 2) Fence Viewers (3 members) – Lou Faivre, Todd Nielsen and John Reynolds***
- 3) Inspector of Lumber, Shingles and Wood – Bob Kilpeck***
- 4) Weighers of Coal – Lou Faivre and Olya Hopkins***
- 5) BLSG Insect Control District (2 reps) - Wayne Rausenberger and Richard Russ***
- 6) Budget Committee (4 members) - Jan Coolidge and Barry Varian***
- 7) Rutland County Solid Waste District (1 rep) - Gabe McGuigan***

Mr. Hopkins suggested some small edits for Item 3(C)1 – Rules of Procedure for the Select Board that is a three page document that was previously adopted. On page 2 – Agendas and Meetings - there are edits or suggestions in (D)(2) as to where agendas are posted. Mr. Hopkins believes the Town is now posting at the Junction Store and he suggested removing the words

“outside post office”. He also noted the remove of “outside of post office” in (E)(2). Mr. Hopkins noted that this document was approved before COVID and indicated that all regular meetings will be held the 2<sup>nd</sup> and 4<sup>th</sup> Mondays at Brandon Town Hall and suggested that this be changed to “or by Zoom as authorized by the legislature”. Mr. Hopkins stated another item – (E)(4) about remote meetings uses the old form. The agenda will note one physical location and asked since the legislature allows to work this way, to strike the two sentences this year or insert a clause, “absent legislative action”. Mr. Hopkins stated the easiest way would be to remove the two sentences.

**Motion** by Seth Hopkins/Tracy Wyman to approve the amendments noted above to the document Rules of Procedure for Select Board of the Town of Brandon, Vermont. **The motion passed unanimously.**

Seth Hopkins read the following statement:

*“I thank the voters for continuing me on the board and thank the board members for again choosing me to chair. We welcome Mike Markowski to the board tonight and look forward to his service. As we get underway in the new board year, I’d like to take a moment to simply re-affirm for the benefit of all the members of the public what the basic concept is here.*

*The basic concept is that all of us — you, me, the board members, Dave, Charlene — we all call Brandon our home.*

*All of us could be doing something else I dare say more enjoyable or profitable or relaxing right now. But we’re here because we are willing — and you the public who are here tonight are willing — to give time and talent and energy to make Brandon better. If you doubt that about anyone in here, you need to consider your own motivations. We are all here acting in good faith and goodwill, and we will assume the same of all the other participants. As a board, we do have rules of procedure, lightly adapted from the VLCT suggested model. We need to have rules to ensure that our work can be done without undue cost of time.*

*For the past four years and going forward I do not plan to suddenly change my methods, I have chaired these board meetings in a way that fosters decency and order, and also recognizes we are a small board in a small town and public input is always solicited and always welcomed.*

*There may sometimes be a difference between public input being welcomed and public input being determinative of the board’s action. But please, if you are not sure whether now or later is the appropriate time to offer your contribution, simply raise your hand and ask. I don’t honestly recall a single instance in chairing the previous one hundred board meetings when I declined to recognize someone who gave me even a small hint that they wanted to speak.*

*You as Brandon residents have more or less a rolling opportunity to contribute to board meetings. First, in the agenda item dedicated to public comment. That’s #8 tonight. Second, after the board has had its chance, the public can comment in every other agenda item, either before or after a vote, and whether I directly ask for it or not. And thirdly, at the end of the meeting when I call for announcements. We do appreciate you. We do hope to hear from you in our meetings. And we do hope to do good things together that we all can be proud of.”*

#### **4. Town Manager’s Report**

Dave Atherton provided a report for the weeks of February 22<sup>nd</sup> and March 1<sup>st</sup>, 2021:

### **Other Happenings:**

. We have loaned one of our police cruisers to the Town of Pittsford for a month. They sustained damage to one of their cruisers during the high winds on March 1<sup>st</sup>.

. Mr. Atherton had another meeting with the Army Corp of Engineers on March 2<sup>nd</sup> to discuss next steps with Flood Resiliency. They are now looking at the history of high flows due to storm events and calculating mitigation costs (buyouts, infrastructure repairs, etc.).

. Mr. Atherton has received the final approval from FEMA for the 389 Newton Road buyout. Once the grant agreement is signed, he will be able to order the property appraisal. The sub-grant agreement should be received in a week.

. Truck #6 is back in the shop for more mechanical repairs. It's not looking good and the repair is estimated at around \$15,000. It is leaking coolant and Mr. Atherton has not seen the estimate yet from the shop. The Town is probably going to want to start pricing out a new truck, as this one is old.

. Mr. Atherton has started the annual update to the Local Emergency Management Plan. He is hoping to have it ready for Select Board approval at the next meeting.

Dave Atherton stated there was conversation about salaries for town employees regarding what was paid during the Segment 6 project. Mr. Atherton had assumed the Project Manager role at VTrans request when the last manager left. There was an hourly rate paid for the time he spent on Segment 6. This was something the Town had to do. There was also one of the bookkeepers that was billed out too. This saved the Town a lot of money in not going outside for additional staffing. Mr. Atherton advised all of this information is public record and available for viewing.

### **Rec Department News:**

. Basketball started at Middlebury Rec.

. Baseball sign-ups will be out this week.

. Kickball will commence in the spring.

. We are slowly allowing programming to resume in the Town Hall. Table tennis and cornhole will be starting the week of March 15<sup>th</sup>.

. Waiting for a quote from Markowski Excavating to develop a walking path around Estabrook. We will be writing grants for Estabrook improvements including some fencing and the paths.

Tracy Wyman questioned the year of the truck that requires repair and asked what the value of the truck would be once repaired. Mr. Atherton noted the Town is trying to work what the estimate will be once repaired. The truck is currently at Earl's. Tim Guiles advised the truck is a 2013 according to the Green Fleet data.

Brent Buehler thanked Mr. Atherton for the clarification on the Route 7 compensation that he provided.

Bill Moore provided an update on the Otter Creek Communication District. Mr. Moore stated there is a lot of money that will be going into communications but the legislation has not been solidified yet. The District is not in a position yet to start building out infrastructure but the business plan is being put together. Consolidated Communications will be doing an extensive build out of fiber that will go to homes through downtown Brandon. As Mr. Moore obtains more information he will provide another update. The next meeting of the Communication District is scheduled for March 17<sup>th</sup>. Mr. Moore noted there are many towns that are now involved in this program. Seth Hopkins thanked Mr. Moore for the work he is doing on the Otter Creek Communication District.

## **5. Set Dates for Hearings on Noise Ordinance**

Seth Hopkins advised that the hearings to be set for the noise ordinance are information gathering sessions before the ordinance is drafted. There will also be an official hearing to review the ordinance once it is written. Mr. Hopkins requested recommendations for two meeting dates. Tracy Wyman questioned if they could be done prior to Select Board meetings and Mr. Hopkins suggested one could be scheduled prior to a meeting but suggested scheduling the other not on a weekday evening. It was noted that all board members did not need to be present for hearings, but as many as possible would be good. It was decided to hold the listening sessions for 6:00PM on March 22<sup>nd</sup> and Saturday, March 20<sup>th</sup> at 10AM. Mr. Atherton stated this will be a hearing and a quorum is not necessary and the intent is to obtain input from the public. Mr. Hopkins noted Mr. Wyman had expressed concern about Zoom meetings and asked if there were suggestions for obtaining input from people who are not comfortable with Zoom. Mr. Wyman stated before the final hearing on the ordinance, the Board will likely have time to figure that out. Mr. Hopkins advised that after the listening hearings, Board members will start to draft the ordinance in April in consultation with the Town Manager, Town Attorney and the VLCT. Tim Guiles suggested people could be encouraged to write letters as the Board wants to offer everyone ways to get their opinion heard. The two sessions will be posted in the usual places and in the newspaper that will include a suggestion for written input to be sent to the Town Manager. The Board was in consensus of all recommendations for the hearing dates and process.

## **6. Road Posting**

Dave Atherton stated this is done every spring and the only new requests are adding Old Brandon Road and Nickerson Road. He noted Nickerson Road makes sense because Carver Street is posted anyway but Old Brandon Road has never been on the list and the Public Works Director is requesting this addition. Tracy Wyman asked if Nickerson Road is posted, why post Old Brandon Road. He suggested like when posting McConnell Road, he understands Old Basin Road. Mr. Atherton stated the Town is not telling people they can't use the roads; they just need to call the Town before using them. It is more or less a notice to request permission to use the road and the addition is being requested by the Public Works Manager. Mike Markowski asked why the Middle Road that comes off Route 73 to Route 53 is not posted as it is like a one-lane road. Tracy Wyman stated the Town does not post North Street because the trucks need a route to go from North Street to Newton Road, so trucks have access to the gravel pits.

**Motion** by Tracy Wyman/Michael Markowski to approve the Road Posting Notice as presented.  
**The motion passed unanimously.**

## **7. Consider Policy of Select Board Members in Board Appointed Positions**

Seth Hopkins provided information on this topic and noted the idea is that it is difficult for an appointed board to have a Select Board member sitting on it because there could be the appearance the Select Board member is speaking for the Select Board as they serve on the other board, or the appearance the Select Board member has additional authority. There is consensus that a sitting Select Board member will not sit on a board that the Select Board appoints. This does not mean that the Select Board members cannot serve on other committees like the Chamber. Mr. Hopkins read the following suggested points for the Selectboard Members in Board-Appointed Positions: *"1) That a serving selectboard member by virtue of their position on the selectboard self-disqualifies from serving on a town board or commission whose members are appointed by the selectboard, 2) That a serving selectboard member by virtue of their position on the selectboard self-disqualifies from serving as a delegate, alternate, representative, coordinator, or in any other position appointed by the selectboard, 3) That the selectboard will not appoint a second member of the same household to a single board or commission and 4) That a member of a board or commission appointed by selectboard or an officer who is then elected to the selectboard, must resign their other commission."* Mr. Hopkins stated this document is based on input from previous meetings. Mr. Hopkins suggested that it could either be a separate policy or add the points to the policy that was adopted last month as items 8 through 11.

Tracy Wyman agreed with all that Mr. Hopkins recommended. Tim Guiles questioned the item concerning two people from the same household serving on the same board as there may be two people who share an interest and he does not see a specific conflict and if they are willing to serve, it does not seem like an obvious conflict. Mr. Wyman liked the idea of keeping the document as Mr. Hopkins suggested as he did not think that two members of one household should serve on the same board. Michael Markowski agreed with Mr. Wyman because business does not stop at the meeting and there could be decisions made outside the meeting. Mr. Hopkins stated the Town has a conflict of interest policy that was adopted in 2019 and remains in force, as well as the policy approved last month. The VLCT talks about conflicts and Mr. Hopkins thought that it might be an apparent conflict of interest, lending itself toward business being conducted not in an open meeting. Mr. Guiles thought it is sometimes challenging in a small community to find individuals to serve. Mr. Hopkins noted recently the Town has had more people interested in serving. Mr. Hopkins suggested the Board give thought to if the two policies should be combined together or remain separate. It was the consensus of the Board to have the two policies. Mr. Hopkins suggested moving the item regarding two members of a same household to the other document. Mr. Hopkins will bring two side by side documents and one comprehensive policy to the next meeting for discussion. Mr. Hopkins noted this goes above and beyond State law.

## **8. Public Comment and Participation**

Butch Shaw reported the legislature has been off and will be going back into session tomorrow morning. It is hoped to have all budgets done next Friday and they are looking forward to seeing the bill from Washington.

Dave Atherton advised the Red Clover Brewery is #7 in the country and are competing with many breweries across the country. The voting ends on March 16<sup>th</sup> and Mr. Moore provided the following link for voting: [https://www.10best.com/awards/travel/best-new-brewery-2021/red-clover-ale-company-brandon-vermont/?fbclid=IwAR3n9KyQbO2PZP38cfrsv1PFqtIAkkZ\\_CeNnZ-mzyTidkAfpdjSGdcIqAdA](https://www.10best.com/awards/travel/best-new-brewery-2021/red-clover-ale-company-brandon-vermont/?fbclid=IwAR3n9KyQbO2PZP38cfrsv1PFqtIAkkZ_CeNnZ-mzyTidkAfpdjSGdcIqAdA).

Seth Hopkins stated the Board did many appointments in the consent agenda and thanked all who signed up to serve in the positions. There are a number of people that have served for a number of years and also a couple of people that are on for the first time and it is a good mix of the community. Mr. Hopkins wished to thank the following community members who will be serving: Tree Warden - Wayne Kingsley, Fence Viewers – Lou Faivre, Todd Nielsen and John Reynolds, Inspector of Lumber, Shingles and Wood – Bob Kilpeck, Weighers of Coal – Lou Faivre and Olya Hopkins, BLSG Insect Control District Reps - Wayne Rausenberger and Richard Russ, Budget Committee - Jan Coolidge and Barry Varian, and Rutland County Solid Waste District Rep - Gabe McGuigan.

## **8. Fiscal**

### ***a) General Fund Warrant – March 8, 2021 - \$45,236.91***

**Motion** by Tracy Wyman/Brian Coolidge to approve the warrants of March 8, 2021 in the amount of \$45,236.91. **The motion passed unanimously.**

The Board recessed at 7:51PM.

The Board reconvened at 7:55PM.

Seth Hopkins advised that the first executive session was regarding the Planning Commission. Mr. Hopkins stated there were three letters of interest received from Liz Gregorek, Bob Foley, and Todd Nielson. There are two seats on the Planning Commission vacant from the resignations of Stephanie Jerome and Michael Shank and per 24 V.S.A. 4321, the Select Board has the ability to set the number of planning commission seats for not less than 3 or not more than 9. Currently the Town has five commissioners who are serving, Allie Breyer, Ralph Ethier, Bill Mills, Lowell Rasmussen, and Allie Walters.

**Motion** by Tracy Wyman/Mike Markowski to appoint Todd Nielsen, Liz Gregorek and Bob Foley to the Planning Commission.

Tim Guiles thought it is a good idea to appoint the individuals and noted he is grateful they wish to serve but suggested the Board should follow-through with interviews for the future. Seth Hopkins stated the appointments have been a fluid situation due to the second resignation. Mr. Guiles stated especially with the Planning Commission, it might be helpful in the future to hear



people's views of what their input to the Commission can be and possibly to obtain their position on how they might guide the Town going forward. Liz Gregorek thanked the Board for giving her the opportunity to serve the Town. Todd Nielsen had no comment with regard to an interview. Bob Foley advised that he has served on a planning commission years ago and agreed that interviews would be good. Mr. Hopkins noted he would not always be in favor of appointing without doing an interview as this is an important committee, however, he is confident that Mr. Foley, Mr. Nielsen, and Ms. Gregorek will make good contributions to the planning commission, as he knows all members appointed.

**The motion passed unanimously.**

Dave Atherton will check with the VLCT for information that could be provided to the new members and will provide them a copy of the BLUO and the Town Plan. Mr. Atherton will also advise the sitting members about the appointments. There was not a need for the first executive session noted on the agenda.

**Motion** by Tracy Wyman/Brian Coolidge to enter into executive session at 8:04PM under the provisions of 1 V.S.A. 313(a)(3) – Appointment or employment or evaluation of a public officer or employee. **The motion passed unanimously.**

#### **9. Executive Session**

The Board came out of executive session at 8:23PM. There were no actions required.

**Motion** by Tracy Wyman/Brian Coolidge to enter into executive session at 8:24PM under the provisions of 1 V.S.A. 313(a)(3) – Appointment or employment or evaluation of a public officer or employee. **The motion passed unanimously.**

#### **10. Executive Session**

The Board came out of executive session at 8:41PM. There were no actions required.

#### **11. Adjournment**

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

Respectfully submitted,

Charlene Bryant  
Recording Secretary

### **Town Manager Report for the week of March 8<sup>th</sup> and March 15<sup>th</sup>, 2021**

- The Route 7 Segment 6 project was the Grand Award Winner of the Engineering Excellence Award from the American Council of Engineering Companies of Vermont.
- Attended the 3/16/21 Rutland Regional Planning Commission meeting. There was discussion on proposed solar array projects in a few Rutland County Towns. Also, Senator Terenzini was present as a guest speaker. He provided us with updates on what he has been up to in Montpelier.
- The 2020 Town Audit has been completed. Copies of the audit are in your SB packet.
- Bill Moore has drafted a letter to the citizen that is concerned about activities at Estabrook Park. (Copy of Letter attached hereto)
- I've been working with A&E and USDA on meeting all of the application requirements for the possibility of funding for the WWTP upgrades.
- Public Works has been busy adding gravel to wet areas on our dirt roads. The dirt roads are in surprisingly good condition for this time of year.
- Met with Steffanie Bourque at the RRPC to discuss our requirements for the Municipal Roads General Permit. We have to have 15% of our road erosion issues corrected by December 2022. Our road erosion inventory was completed in 2017 and we will be using this as our checklist it getting these projects completed.

#### **Rec. Dept. News:**

- Warm weather means the end of our ice skating rink. Big thank yous go out to the Jon Milne and Matt Wilson of the Neshobe Golf Course, John Kerr, Lance Laraway of Silver Maple Contruction, Tanner Romano, Cole Mason and Josh Provencher Naylor and Breen Builders, Mike Jensen, Ray Counter, Tom Kilpeck, Brian Kilpeck, Jeff Machain & Josh Preasseau and the many folks who took the time to shovel when we got snow. We are pursuing a grant to make the experience even better for next winter!
- The Rec will be offering part day summer camps this summer. Stay tuned.
- Looking for folks that may be interested in coaching middle school lacrosse for the Rec Department
- Get It and Go continues to distribute meals on Mondays thanks to community donations. Last Monday they distributed 280 meals!

**Other items will be covered in the agenda.**



## **A response to a letter addressed to the Brandon Select Board regarding Estabrook Park:**

I have received the letter submitted by Ms. Webster regarding the increased use at Estabrook park and her perception that the activities are in violation of the intended use of the park.

While I do not share the long history of the life in Brandon that Ms. Webster does, I have spent much time in my pre-rec director days as someone who enjoyed recreational opportunities at Estabrook park. The prescribed use of the park by the people who worked so very hard to obtain the LWC grant program was reflective of the way in which people recreated in 1983. We spent more time out of doors, less time engaged in the “electronic arts” for lack of a better word. Estabrook is still a wonderful resource for our athletic pursuits. Since taking over as rec director in 2012, I have made it a mission for folks to see Estabrook for the underused recreational asset that it is.

Prior to my tenure, the majority of the field space was a hayfield. The rest of the property consisted of a tennis court, pavilion and softball diamond that were primarily used for spring and early events (varsity tennis, tennis lessons, girls’ softball, T-ball; adult softball was moved out of the space due to neighborhood complaints about the potential consumption of alcohol on the grounds.)

Right away, we moved an extra set of soccer goals and used the space for youth soccer. That winter, we moved the ice-skating rink from the wastewater treatment plant to the field.

Estabrook continued to see increased use over the next few years with the moving of some adult activities like a weekly cornhole league, to the field along with some special events, some of which became recurring including: A teen rock festival, Estabrook HarvestFest, Spooksville and the Brandon Kick-Off to Summer Carnival. There will be increased use of the space with plans for the creation of a walking path. A bicycle pump track and movement and reconstruction of the tennis court.

During the COVID-19 stained year of 2020, we had to cancel the 4-day Carnival, added a Drive-in Movie Screen and hosted, for the first time, a socially distanced opera. On the Fridays in September, we hosted a concert from 6:30 – 7:45 pm before the drive-in movie would start. The sound for the movies was broadcast via the car radios.

Our plans for 2021 and beyond include a resumption of the drive-in, the Brandon Carnival and a partnership with Barn Opera. Besides those three exceptions, the rest of our events that produce potential disruptive neighborhood sound end by 8pm.

Upon receipt of the letter that Ms. Webster submitted to the board, we began to investigate the history of the Estabrook park. When the park was established, there were no restrictive covenants, save the requirement that it be used for recreational purposes. In 1994 the select board at the time (by a 3-2 vote), passed a resolution limiting the time from “7am – Dusk” and referenced the lack of lighting in the limited verbiage of the passed resolution.



My intention as recreation director has been and will always be to increase recreational opportunities for all of Brandon's residents. The popularity of our family friendly events aside, if Ms. Webster had expressed any concerns prior to her letter, they could have been addressed. We, as small community, enjoy the unique ability to pick-up the phone and call on our neighbors when conflict has arisen. The idea that there has been some sort of nefarious plot to deceive or flaunt the rules for commercial or personal benefit is simply untrue. After what must have been a complaint, our temporary banners that had we used at the park were addressed with guidance from the zoning administrator (we moved the wagon, reduced the total square footage and the duration of the display of the temporary, event specific banners) The discovery of the 1994 resolution was surprising, but again I stress, not an intentional ignoring of the rules.

Going forward I would ask that the select board consider the following actions:

- **Rescind the 1994 resolution** – This was seemingly controversial in nature at the time (2 of the select board refused to sign) and the lighting issues that the resolution references have been remedied by the installation of new lights and temporary lights on the evenings for which they are needed.
- **Encourage Ms. Webster to reach out when she has any issues.** - I have successfully worked with the other Estabrook neighbors directly adjacent the park on the eastern border. I am confident that I can work with Ms. Webster to provide advance notice of our evening event plan and work to mitigate any extraneous noise at her property. For example a potentially problematic event (2020 was the inaugural year) ,Barn Opera production, can be reworked to allow for less sound, moved to a location nearer the middle of the property and to be completed at an earlier hour. There are steps that can be taken once we are aware of the issues. Communication is the key to avoiding any potential misunderstandings.

Respectfully Submitted,

Bill Moore

Recreation Director

RESOLUTION CHANGING THE HOURS OF OPERATION FOR ESTABROOK FIELD

WHEREAS, Estabrook Field is currently posted to close at 10p.m., which is well after dark during all seasons of the year, and

WHEREAS, although there are plans to install security lights at the park in the near future, there are no lights nor plans to install lights for athletic events or other park activities, and

WHEREAS, there are no authorized park activities that can take place after dark, and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF BRANDON THAT:

1. Year-round hours of operation for the Estabrook Field facility shall be from 7 a.m. to Dusk,
2. That this resolution shall be in full force and effect this ~~26~~ 12th day of September, 1994.

Passed by the Brandon Selectboard this <sup>26</sup> 12th day of September, 1994.

Bill Heath, Chair

Bill Heath

David Gibson, Vice Chair

David Gibson

Mamie Humiston (opposed)

\_\_\_\_\_

Mary Kennedy

Mary Kennedy

Wayne Hunt

(opposed)

\_\_\_\_\_

Motion by Hunt/Kennedy to accept the total bid from Vermont Municipal Truck and Equipment of Williamstown, VT for \$9,539.00 as proposed. Passed unanimously.

c) Estabrook Field Operating Hours - Motion by Kennedy/Gibson to adopt the following resolution concerning Estabrook Field, setting the hours of operation from 7 am - dusk:

"RESOLUTION CHANGING THE HOURS OF OPERATION FOR ESTABROOK FIELD

WHEREAS, Estabrook Field is currently posted to close at 10 pm which is well after dark during all seasons of the year, and

WHEREAS, although there are plans to install security lights at the park in the near future, there are no lights nor plans to install lights for athletic events or other park activities, and WHEREAS, there are no authorized park activities that can take place after dark, and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF BRANDON THAT:

1. Year-round hours of operation for the Estabrook Field facility shall be from 7 am to dusk,

2. That this resolution shall be in full force and effect this 12th of September, 1994.

Signed and dated ...."

Mr. Hunt questioned the enforceability of the resolution if it is not in our ordinance. Mr. Godfrey said the town does have resolutions that are not in the ordinance.

Ms. Humiston thinks there needs to be lights and programs after dark to keep kids off the street and keep them occupied. She would like to consider this option. Ms. Kennedy said that without a recreation direction, it is hard to have programs.

Mr. Hunt said he would like to have further information on if the resolution is enforceable.

Vote on motion to adopt the resolution carried with 3 yes (Gibson, Kennedy, Heath) and 2 no (Humiston, Hunt).

d) Request to Reconsider Maple Lane Reclassification - Mr. Godfrey said the Board has gone to lengths to assure that maintenance levels are filed in town records. Mr. Godfrey recommends the Board stand by their original decision. He hopes the Board will discuss handling similar requests in the future.

Ms. Humiston said she has had complaints from people who live on roads that have changed from class 3 to 4 because the town is going to provide the same maintenance and now we won't get any state funding on those roads. Ms. Humiston said people have told her the Board's action was stupid. She questioned why the roads were changed: "if it wasn't broken, why fix it?"

Mr. Godfrey said that by maintaining the roads as they are, it is really at class 4 standard. Maple Lane can be considered either a class 3 or class 4. Mr. Godfrey thinks this is the only street of those involved that can be considered a class 3 road.

Mr. Hunt asked if on this particular road, if there is any chance residents can ever ask the town to make improvements to really put it at class 3 standard. Mr. Godfrey said yes.

Ms. Kennedy said the state standard is that a class 3 road is determined by any road that any car can go on. Mr. Heath read

sewer fund, 77% of the expenditures were spent. 102% of the budget was received. This figures are due to the billing cycle change. For the transfer station, 105% of the expenditures were spent since hauling costs were not budgeted. Revenues were at 81%. The shortfall was absorbed by the landfill reserve fund. Town garbage bags are available at Booth's Junction Store, Scheck's, Champlain Farms, Union St. Grocery.

Other Business - Mr. Godfrey said Mary Lou Webster asked that the sign at Estabrook Field be changed saying the park is open from dawn-to-dusk. The sign presently says the park closes at 10 pm which is fine for summer when it is light out late, but in winter, it is dark much earlier. The Chief of Police agrees with this suggestion. There was discussion on the legality of enforcing a dawn-to-dusk curfew on the public property and if the change should be in an ordinance or changed by resolution. Mr. Godfrey will draft a resolution for adopting at the next meeting. Mr. Hunt asked Mr. Gibson to have Chief Arduca check with the state for a legal opinion on enforceability.

Ms. Kennedy said she is concerned with losing business in town. Mr. Gibson said one way the town has helped is by holding the tax rate as low as possible. Ms. Humiston said a lot of people are asking why we are losing the soap business. Mr. Godfrey said he and Ms. Miner worked with Larry Plesent of the soap factory last year about expansion for storage and his operation. He is moving some operations. The offices and some storage will remain here. They had discussed other locations.

Ms. Kennedy asked what kind of incentives the town provides for someone wanting to relocate to Brandon. Ms. Godfrey said the Selectboard has the ability, by a 1962 town meeting, to stabilize taxes if requested and appropriate. There was discussion on some incidents at different locations in the past that prohibited expansion or were cost-prohibitive due to running sewer pipes under roads, etc.

Mr. Heath said there are vacant pieces of property on Main St. He said with the fire at the property across the street, possibilities may be opened for using the space for town facility if the town could purchase it.

Mr. Hunt said he would like to communicate the Board's legitimate intentions about moving the town offices to BTS. He would like to present the Board's position articulately so townspeople understand.

Mr. Gibson would like to let John Zampieri of State buildings know of the petition and invite him to the town meeting. There was discussion on the presence of the state at the meeting.

Being no further business, the meeting was adjourned at 9:35 pm.

Respectfully submitted

  
Janet Mondlak, Recording Secretary

AUG 22, 1994

# Local Emergency Management Plan Municipal Adoption Form

**Town of Brandon  
49 Center Street  
Brandon, VT 05733**

The Local Emergency Management Plan (LEMP) must be (re)adopted annually, after town meeting day, and submitted to the appropriate Regional Planning Commission (RPC) by May 1st.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the Local Emergency Management Plan (LEMP) on the date shown at right.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the National Incident Management System (NIMS) on the date shown at right.

If Vermont Emergency Management needs to contact municipal leaders to determine status and support requirements during an emergency, the Emergency Management Director (EMD) and two other local Points Of Contact (POCs) who should have authoritative local information are listed at right.

Municipality	Town of Brandon
LEMP Adoption Date	03/22/2021
NIMS Adoption Date	04/27/2015
EMD Name	<b>David Atherton</b>
Position	EMD/Town Manager
Primary Phone	W: 802-247-3635
Alternate Phone	M: 802-236-0890
Email	datherton@townofbrandon.com
POC 2 Name	<b>Christopher Brickell</b>
Position	Chief of Police
Primary Phone	W: 802-247-0222
Alternate Phone	M: 802-236-1454
Email	christopher.brickell@vermont.gov
POC 3 Name	<b>Shawn Erickson</b>
Position	Dept of Public Works
Primary Phone	W: 802-247-3600
Alternate Phone	M: 802-353-1768
Email	highway@townofbrandon.com

☐ Mark this block if a readopted plan has no changes since the previous year.

I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance as on page 2:

Signed\* David J. Atherton

David J. Atherton

Printed Name; certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training

I hereby attest that the municipality has adopted NIMS and the LEMP as stated above:

Signed\* \_\_\_\_\_

Seth M. Hopkins

Printed Name, Selectboard / council member

**Once completed, send adoption form and copy of Local Emergency Management Plan to Regional Planning Commission.**

\*A typed name is acceptable as an electronic signature if it represents an act of that person in accordance with 9 V.S.A. § 278.



**RUTLAND REGIONAL PLANNING COMMISSION  
EMERGENCY MUTUAL AID AGREEMENT  
FOR THE PUBLIC WORKS DEPARTMENTS  
OF ITS MEMBER MUNICIPALITIES**

This Mutual Aid Agreement (the "Agreement") is entered into between the Rutland Regional Planning Commission ("RRPC") and by and among each member municipality that voluntarily executes and adopts the terms and conditions contained herein.

WHEREAS, the Vermont Supreme Court has held and adopted the position that "It is a general and undisputed proposition of law that a municipal corporation possesses and can exercise the following powers, and no others: First, those granted in express words; second, those necessarily or fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation—not simply convenient, but indispensable." Valcour v. Vill. of Morrisville, 104 Vt. 119, 158 A. 83, 85 (1932), *citing* Dillon, John, The Law of Municipal Corporations (5th Ed.) par. 237; and

WHEREAS, that upon the adoption of bylaws specifying the process for entering into, method of withdrawal from, and method of terminating service agreements with municipalities, the Vermont Legislature has granted express authority for regional planning commissions to "promote cooperative agreements and coordinate, implement, and administer service agreements among municipalities, including arrangements and action with respect to planning, community development, joint purchasing, intermunicipal services, infrastructure, and related activities...." 24 V.S.A. § 4345b(c); and

WHEREAS, the member municipalities of the RRPC (collectively the "Parties") may voluntarily agree to participate in mutual aid and public works assistance activities conducted pursuant to 24 V.S.A. § 4345b(d)(2); and

WHEREAS, the RRPC has duly adopted bylaws pertaining to the creation of intermunicipal service agreements pursuant to 24 V.S.A. § 4345b(a) and (b); and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters that impact vital public works resources including hurricanes, flooding and extreme winter conditions that in the past have caused severe disruption of essential public works services and severe property damage to public roads, utilities and other public works property; and;

WHEREAS, owning and maintaining all the resources needed to respond to extreme, unexpected and high-demand incidents is cost-prohibitive for most municipalities and entering into a mutual aid agreement provides economic and logistical efficiencies to support any gaps in resources and capabilities; and

WHEREAS, the Parties to this Agreement recognize the benefits of mutual aid in protecting the public, health, safety and welfare and fostering a sense of goodwill and community within a specific geographic region and therefore desire to provide mutual aid and assistance to one another during times of disaster and other types of public works emergencies; and

WHEREAS, the Parties recognize that having this mutual aid agreement and related guidelines is essential to ensuring a consistent, coordinated, and timely response in providing mutual aid; and

NOW, THEREFORE, the Parties hereto agree as follows:

## **SECTION 1: PURPOSE**

The Agreement set forth below, is established to provide a means for public works related entities that are controlled by the RRPC member municipalities, that are in need of mutual aid assistance, to be able to request and receive such aid and assistance in a timely manner from the participating member municipalities including but not limited to personnel, equipment, materials and any other services that may be reasonably necessary to respond to an emergency. The purpose of this Agreement is to formalize the regional mutual aid program. This Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

## **SECTION 2: DEFINITIONS**

- A. Aid and Assistance** – includes, but is not limited to, personnel, equipment, administrative services, infrastructure, supplies and materials necessary to respond to a request for mutual aid.
- B. Aiding Official** – means a person who is designated by the Aiding Party to determine whether and to what extent the Aiding Party should provide Public Works Assistance to a Requesting Party.
- C. Aiding Party** – means a Constituent Municipal entity that furnishes, equipment, services, personnel or any other Public Works assistance to a Requesting Party.
- D. Agreement** – refers to this Agreement for public works emergency services. Rutland Region municipalities may become a party to this Agreement upon ratification of this Agreement by the RRPC and ratification by the legislative body of the Constituent Municipality that is a party to this Agreement. Each Constituent Municipality that ratifies this Agreement, understands that the Agreement contains all Constituent Municipal entities at the time of ratification, and any other eligible municipality in the future.

- E. Constituent Municipality** – Any municipality located in the Rutland Region, Vermont that is a party to this Agreement.
- F. Disaster** – any natural, mechanical, human-made, technological, or civil emergency that threatens to cause damages of a severity and scale that exceeds the maximum capabilities of a Constituent Municipality.
- G. Emergency** – an event or imminent potential for such an event, either natural or human caused, that results in or may result in, injury or harm to the residences of the Constituent Municipality, or damage to or loss of property.
- H. Mutual Aid Resource List** – A list maintained by each Constituent Municipality of the public works equipment, personnel and any other resources available for the provision of aid and assistance if needed by another Constituent Municipality.
- I. Period of Assistance** – the period of time beginning when the Aiding Party assists the Requesting party by providing equipment, personnel, supplies or any other Public Works Assistance and ending when all Public Works Assistance returns to the regular duties of the Aiding Party.
- J. Public Works Assistance** – means equipment and personnel including, but not limited to; professional engineers, licensed staff, non-licensed personnel who are employed by a Constituent Municipality and used for activities in response to a disaster or emergency, related to roadways, water, stormwater, wastewater and any other public works program.
- K. Requesting Official** - means any person who is designated by the Requesting Party to request Public Works Assistance from a participating Aiding Party.
- L. Requesting Party** - means a Constituent Municipal entity that requests, equipment, services, personnel or any other Public Works assistance from an Aiding Party.

### **SECTION 3: PROCEDURES**

- A. Operations Oversight** – The RRPC shall be responsible for overseeing this Agreement and help to facilitate communications between the Constituent Municipalities. The RRPC will also help to facilitate policies and procedures to guide requests for aid and assistance as set forth below.
- B. Request for Aid** – When a Requesting Party has been impacted by or is in imminent danger of a disaster or emergency, it may request Aid and Assistance from an Aiding Party, by making a verbal request, followed by a written request, to the Aiding Party, within three business days after aid is

needed or contemplated to be needed. An Aid Request Form shall be an addendum, but not an amendment to or modification of this Agreement. Requests should be made by and to the Aiding Party's authorized Aiding Official. A potentially Aiding Party, should not provide aid on its own without first confirming the need for assistance through the communication of the Aiding Official and Requesting Official to ensure that the type of aid being provided is necessary and needed. The provision of aid by an Aiding Party is entirely discretionary under this Agreement and the ultimate decision as to whether to render aid to a Requesting party shall be at the discretion of the Aiding Official in consultation with the legislative body of the Constituent Municipality if possible.

- C. Designation of Officials** – Each Constituent Municipality shall designate an Aiding Official and Requesting Official and at least one alternate Aiding Official and Requesting Official. Each Constituent Municipality shall be responsible for maintaining its own contact list of all Aiding and Requesting Officials and alternate Officials, along with all means of contact including, but not limited to cell phones, telephones, electronic mail and physical addresses and take reasonable steps to ensure that all Constituent Municipalities have the most current list. The RRPC shall help develop the template of the contact list and annually aid in its distribution after having been provided by the Constituent Municipalities. Said list shall be an addendum, but not an amendment to or modification of this Agreement. The Requesting Officials and the Aiding Officials may be the same person in each municipality (i.e. a director of public works).
- D. Information Needed - Request for Aid and Assistance** – The Requesting Official shall provide, at minimum, to the Aiding Official and RRPC (for informational purposes only): 1) a description of the disaster or emergency prompting the request; 2) what type of specific assistance is needed; 3) a description of the infrastructure impacted and the specific work needed to repair the infrastructure; and 4) an estimate of the type of public works assistance needed and the period of time it will be needed for. It is further recommended that the Requesting Official propose a plan for meeting with the Aiding Official to discuss the scope of the aid and for the Requesting Official to familiarize him or herself with the personnel and equipment of the Aiding Party (similar in nature to a pre-construction meeting). The Aiding Party shall then provide an estimate to the Requesting Party of expected costs for the scope of work requested and needed.
- E. Supervision and Control** – It is the intention of this Agreement that supervision and control of personnel will be structured in accordance with Federal Emergency Management Agency's (FEMA) Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.

1. When any personnel or equipment is deployed under the terms of this agreement, the Aiding Official shall meet with the Requesting Official. Orders by the Requesting Official will be given to the Aiding Official who will then give orders or direction to their personnel. The Aiding Official shall maintain reasonable contact with the Requesting Official as long as the Aiding Party is providing Public Works Assistance. The personnel of the Aiding Party may only be under the direct control of the Requesting party by a written mutual agreement.
2. In all instances and at all times, the Requesting Official or a designee thereof, shall have the right and responsibility to ensure that all personnel from the Aiding Party are asked to perform only those tasks or operations that are consistent with their training and are in accordance with their home protocols and accepted safe practices.
3. Personnel from the Aiding Party shall continue with the assigned tasks until the Requesting Party releases said personnel and equipment or until the Aiding Party recalls said personnel and equipment. No recall by an Aiding Party shall occur until, if reasonable given the facts and circumstances, the Aiding Official discusses the need for recall with the Requesting Official.
4. Each Aiding Party shall operate in accordance with the protocols of its Constituent Municipality, and all Aiding Party personnel shall act within the scope of his or her own training and certification or under the supervision of a person with the appropriate training and certification. Aiding Party personnel shall not be required to perform in a way that is inconsistent with the practices of their Constituent Municipality protocols or inconsistent with safe practices.
5. The Aiding Official shall be responsible for maintaining all records for time, materials and equipment provided to the Requesting Party; be responsible for the operation and maintenance of equipment provided by the Aiding Party; and report work process to the Requesting Party.

**F. Mutual Aid Resource List** – NIMS typed public works resources are included in the annual local emergency plan for each Constituent Municipality. The RRPC shall annually distribute a list of the NIMS typed public works resources for all Constituent Municipalities. All original and updated NIMS typed public works resource lists shall be considered an addendum to, but not a modification of this Agreement.

**G. Funds Payable By Each Municipality** – the Constituent Municipalities agree that the funds, coming in the form of the amount of services provided by each Constituent Municipality shall be based on the resources available to them at the time aid and assistance is made by a Requesting Party in accordance with Section 4 Part A.

## **SECTION 4: REQUESTS FOR REIMBURSEMENT**

**A. Procedures for Reimbursement** – Unless the Aiding Party and the Requesting Party agree to a different structure in writing, the Requesting Party shall be ultimately responsible for the reimbursement of the Aiding Party's costs incurred under this Agreement.

1. Within 30 days of the return of all personnel and equipment of the Aiding Party to the Constituent Municipality's homework station, the Aiding Municipality may submit to the Requesting Party, an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice provided by the Aiding Party shall be paid within 30 days of receipt.
2. All invoices generated by the Aiding Party shall be provided to the Requesting Party.
3. Invoices by the Aiding Party shall follow the following standards.
  - a. **Personnel.** Charges for personnel shall be in accordance with the standard practices of the Aiding Party, including wages, salaries, contributions for insurance and retirement and personnel from the Aiding Party shall continue to accumulate seniority at the rate of the Aiding Party.
  - b. **Equipment.** Charges for equipment supplied by the Assisting Party, shall be reimbursed at the rental rate established for the same or substantially similar equipment by the regulations of the Federal Emergency Management Agency (i.e., current FEMA Schedule of Equipment Rates), or at any other rate agreed to by the Aiding Party and Requesting Party in writing. Rent for equipment includes the cost of fuel and other consumable supplies, maintenance, service, repairs and ordinary wear and tear.
  - c. **Transportation.** The Aiding Party shall transport needed personnel and equipment by reasonable and customary means and in accordance with the Aiding Party's usual transportation and travel payment schedule. If such a schedule is unavailable, transportation charges shall be the reasonable and customary rates for such transportation.
  - d. **Materials and Ancillary Expenses.** Charges for materials and ancillary expenses such as consumable supplies, related to the provision of aid pursuant to this agreement shall be the reasonable and actual costs incurred by the Aiding Municipality.

4. The Aiding Party may invoice the Requesting Party for all expenses incurred during the Period of Assistance. All invoices shall be submitted by the Aiding Official to the Requesting Official. The invoices shall clearly delineate the time and expenses associated with personnel, equipment, transportation and any materials or ancillary expenses. Any question or dispute about an invoice from an Aiding Party shall first be discussed between the Requesting Official and the Aiding Official. If the Parties are still unable to reconcile an invoice, then they shall follow the next sequential procedures of the Dispute Resolution section of this Agreement.

## **SECTION 5: INSURANCE AND LIABILITY**

- A. Insurance** – Each Constituent Municipality shall bear the risk of its own actions, as it does with its day-to-day operations. The Aiding Party shall be responsible for providing insurance to the fullest extent possible, including but not limited to workman's compensation insurance, general liability insurance, excess liability insurance, and any other types of insurance coverage in amounts recommended by the Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund (VLCT-PACIF). Such insurance shall cover damage or injury to person, property or equipment owned or provided by an Aiding Party to the extent the damage or injury may have occurred while rendering aid to a Requesting Party.
- B. Indemnification** - To the extent allowed by law, each Requesting Party agrees to indemnify and hold harmless any Aiding Party and its employees, officers, administrators, elected officials and agents from any claim relating to cost, damage or injury of any description to any person or property caused by or through the action of any Aiding Municipality while rendering aid pursuant to his Agreement. Acts of gross negligence, willful misconduct, malfeasance, and/or criminal/illegal behavior are exempt from indemnification.
- C. Liability** – No Constituent Municipality shall have any liability to any other Constituent Municipality by reason of their inability or lack of desire to respond to a request for aid.

## **SECTION 6: TERM, MODIFICATION AND PERIODIC REVIEW**

- A. Term** – This Agreement shall be in effect for one (1) year from the date signed by the initial Constituent Municipality. Thereafter, this Agreement shall be renewed for additional one year terms on an annual basis in conjunction with the local emergency plan.
- B. Termination** – Any Constituent Municipality may voluntarily terminate and withdraw from its participation in this Agreement at any time by a Requesting or Aiding Official giving written notification to the designated Requesting or Aiding



Officials of all other Constituent Municipalities to this Agreement. Electronic mail communications shall be considered written notification for purposes of this Agreement. Termination and withdrawal shall not be effective until sixty (60) days after written notification has been sent. Withdrawal by a Constituent Municipality shall not impact the liability or obligation incurred by the Constituent Municipality under this Agreement prior to the date of termination.

- C. Modification** – Pursuant to 24 V.S.A. § 4345b(d)(4) any modification or amendment to this Agreement shall not become effective unless approved by the RRPC and the legislative body of all the municipalities who are a party to this Agreement. The RRPC shall assist in coordinating any modifications or amendments to this Agreement.
- D. Periodic Review** – On a biennial basis, the designated Aiding and Requesting Officials shall meet to review the terms of this Agreement and make any suggestions as to alterations or modifications if needed base on past performance. The RRPC shall coordinate all meetings under this section.

## **SECTION 7: MISCELLANEOUS PROVISIONS**

- A. Dispute Resolution** – In respect to any dispute that arises pursuant to this agreement the Parties shall first make a good faith effort to work out differences among themselves. Should informal discussions between the Parties fail, then the Parties shall engage the services of a mutually agreed upon third party mediator. The costs of this third party mediator shall be split evenly between the Parties. Should attempts at mediation through a third party mediator fail, then any Party may seek redress in any Vermont Court of competent jurisdiction.
- B. Severability** – Should any clause, portion, section, provision or any other part of this Agreement be held invalid by a court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other portion of the Agreement. The remaining portions of this Agreement shall remain in full force and effect without regard to the provisions that have been invalidated.
- C. Execution of Counterparts** – This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.



NOW THEREFORE, both the Rutland Regional Planning Commission through its duly authorized representative has executed this agreement and all counterparts thereto. Photographic copies shall be considered valid counterparts. Each of the Constituent Municipalities so desiring, have caused this Agreement to be executed by a duly authorized representative, after a vote allowing that duly authorized representative to execute this Agreement by the Constituent Municipality's governing legislative body.

Approved and executed at Brandon, Vermont this 22<sup>nd</sup> day of March 2021.

For the Constituent Municipality of Brandon.

By: \_\_\_\_\_  
Duly Authorized Representative for Town of Brandon

Approved and executed at Rutland, Vermont this 1<sup>st</sup> day of May 2021.

For the Rutland Regional Planning Commission

By:  \_\_\_\_\_  
Duly Authorized Representative  
for the Rutland Regional Planning Commission

*Policy to Avoid Real or Apparent Conflicts of Interest in Board Appointments*  
**TOWN OF BRANDON, VERMONT**

The Town of Brandon Conflict of Interest and Ethical Conduct Policy adopted May 13, 2019, per 24 VSA § 2291 (20) remains in force. The Town of Brandon Policy on Filling Vacancies on Boards & Committees and of Appointed Officers & Delegates, adopted February 22, 2021, remains in force.

To further the mission of avoidance of real or apparent conflicts of interest, the Brandon selectboard determines:

- 1 That a serving selectboard member by virtue of their position on the selectboard self-disqualifies from serving on a town board or commission whose members are appointed by the selectboard
- 2 That a serving selectboard member by virtue of their position on the selectboard self-disqualifies from serving as a delegate, alternate, representative, coordinator, or in any other position appointed by the selectboard
- 3 That a member of a board or commission appointed by the selectboard, or an officer appointed by the selectboard, who then is elected or appointed to the selectboard, must resign their other position upon commencing selectboard service
- 4 That the selectboard will not appoint a second member of the same household to a single board or commission

ADOPTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures

\_\_\_\_\_

Date

*Policy on Filling Vacancies on Boards & Committees and of Appointed Officers & Delegates*  
TOWN OF BRANDON, VERMONT

When a vacancy occurs in an office, board, or commission to which the selectboard is the appointing authority:

- 1 The board will announce the vacancy at the first regular selectboard meeting following notification of the vacancy, and request letters of interest from those wishing to serve
- 2 The town manager or designee will post the vacancy in the town clerk's office, the two bulletin boards, and Front Porch Forum; the town manager may also post in the newspaper of record
- 3 Letters of interest will be due to the town manager by 9AM on the Friday before the second regular board meeting after the board's announcement of the vacancy (one regular board meeting having occurred in-between) for inclusion in the board packet
- 4 The board will determine whether interviews are required
- 5 The board will make an appointment not earlier than the second regular board meeting after the announcement of the vacancy
- 6 The board may choose to make an interim appointment at any time
- 7 The board may choose to make no appointment and leave the position vacant.

ADOPTED:

*Sean M. Hopkins*  
*D. A. B...*  
*Timothy A. Guile*  
*12*  
*Troy H. Kirby*

Signatures

*22 Feb 2021*

Date

A true record made this *26* day of  
*February 2021*, A.D. at *2:23 pm*  
Attest: *[Signature]* Brandon Town Clerk

03/18/21  
03:27 pm

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63458 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 03/22/21 To 03/22/21

Page 1 of 4  
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310184	ABANAKI INC	03/05/21 box trailer rental 16171	10-5-18-20500 Storage Unit Supply/Maint	150.00	49464	03/22/21
200263	ALDRICH & ELLIOTT, PC	03/01/21 WWTF Refurb 79711	20-5-60-20120 Engineering	1397.61	49465	03/22/21
200263	ALDRICH & ELLIOTT, PC	03/01/21 Sewer mapping 79719	20-5-60-20150 Sewer Mapping	412.40	49465	03/22/21
311050	BERGQUIST, ALLAN & PATRIC	03/16/21 tax over payment MARCH 2021	10-2-00-02120 Anticipated Tax Credits	764.06	49466	03/22/21
100190	BLUE SEAL FEEDS	03/01/21 clothing allow: pants-JF 329-2925	10-5-15-10320 Clothing Allowance	125.97	49467	03/22/21
100255	BRANDON FIRE DISTRICT #1	03/16/21 water portion of bills MARCH 2021	90-5-15-90600 Paid To BFD No 1	7004.82	49468	03/22/21
310699	BRANDON GLC SOLAR, LLC	04/01/21 monthly solar electric 171	10-5-22-42130 Bldgs & Grounds Electric	2365.00	49469	03/22/21
310699	BRANDON GLC SOLAR, LLC	04/01/21 monthly solar electric 171	20-5-55-42130 Electric	1935.00	49469	03/22/21
100280	BRANDON LUMBER & MILLWORK	03/11/21 wire rope clip 876194/3	10-5-22-43080 Highway Bldg Maint	0.99	49470	03/22/21
100280	BRANDON LUMBER & MILLWORK	03/11/21 trash bags 876222/3	10-5-22-43170 Trash costs-Transfer Stat	13.99	49470	03/22/21
200218	BRANDON REPORTER	02/28/21 tax pymt, ACO/Comm vacancy 2/28/21	10-5-10-30310 Legal Advertising	162.50	49471	03/22/21
200218	BRANDON REPORTER	02/28/21 tax pymt, ACO/Comm vacancy 2/28/21	10-5-18-10330 Advertising/Recruitment	156.15	49471	03/22/21
300967	BRANDON, TOWN OF	03/12/21 water @ Estabrook EST 04/15/21	10-5-22-42120 Bldgs & Grounds Water Fee	66.63	49472	03/22/21
300967	BRANDON, TOWN OF	03/12/21 water @ Police Station PD 04/15/21	10-5-22-42120 Bldgs & Grounds Water Fee	73.00	49472	03/22/21
300967	BRANDON, TOWN OF	03/12/21 water @ Town Hall TH 04/15/21	10-5-22-42120 Bldgs & Grounds Water Fee	79.16	49472	03/22/21
300967	BRANDON, TOWN OF	03/12/21 water @ Town Office TO 04/15/21	10-5-22-42120 Bldgs & Grounds Water Fee	97.75	49472	03/22/21
300967	BRANDON, TOWN OF	03/12/21 water @ Wastewater WW 04/15/21	20-5-55-42120 Water	1175.23	49472	03/22/21
310049	BROOK FIELD SERVICES	03/04/21 tachometer - Newton P Sta 37528	20-5-55-43160 Maint. Supplies - General	150.39	49473	03/22/21
301007	BRYANT, GARY & CYNIA	03/16/21 tax over payment MARCH 2021	10-2-00-02120 Anticipated Tax Credits	715.23	49474	03/22/21
100198	CARGILL, INCORPORATED	03/02/21 salt 2906060069	10-5-15-47110 Road Salt	1546.73	49475	03/22/21
100198	CARGILL, INCORPORATED	03/05/21 salt 2906069407	10-5-15-47110 Road Salt	1587.15	49475	03/22/21
100860	CARROLL, BOE, PELL & KITE	03/11/21 Brookdale Manor LLC 34872	20-5-55-21110 Legal Services	2271.00	49476	03/22/21
100860	CARROLL, BOE, PELL & KITE	03/11/21 employment issue - ACO 34873	10-5-10-21110 Legal Services	21.00	49476	03/22/21
100860	CARROLL, BOE, PELL & KITE	03/11/21 Third Branch 34874	10-5-10-21110 Legal Services	42.00	49476	03/22/21
100462	CASELLA WASTE MANAGEMENT	03/01/21 Feb trucking of sludge 2518161	20-5-55-50170 Trucking	1417.50	49477	03/22/21

03/18/21

03:27 pm

## TOWN OF BRANDON Accounts Payable

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Check Warrant Report # 63458 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01 (10 General Fund) 03/22/21 To 03/22/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301503	CHAMPLAIN VALLEY FUELS	03/09/21 diesel fuel	10-5-15-41130	490.40	49478	03/22/21
		489288	Fuel - Vehicles HW			
301503	CHAMPLAIN VALLEY FUELS	03/03/21 gasoline	10-5-14-41130	668.33	49478	03/22/21
		493664	Fuel - Vehicles			
301503	CHAMPLAIN VALLEY FUELS	03/02/21 diesel fuel	10-5-15-41130	1640.78	49478	03/22/21
		494758	Fuel - Vehicles HW			
301503	CHAMPLAIN VALLEY FUELS	03/05/21 heating fuel	10-5-22-42110	330.83	49478	03/22/21
		499458	Heating Fuel			
310097	COMCAST	02/27/21 service: 03/04 - 04/03	10-5-14-42100	309.71	49479	03/22/21
		PD 02/27/21	PD Telephone Service			
310097	COMCAST	03/09/21 service: 03/16 - 04/15	10-5-22-43150	87.78	49480	03/22/21
		TH 03/09/21	Town Hall Repair/Maint.			
310097	COMCAST	02/27/21 service 03/04 - 04/03	10-5-10-42100	606.35	49481	03/22/21
		TO 02/27/21	Telephone Exp. Admin.			
310037	CONSOLIDATED COMMUNICATIO	03/06/21 service: Feb 06 to Mar 05	10-5-15-42100	93.49	49482	03/22/21
		HWY 03/06/21	HW Telephone			
310037	CONSOLIDATED COMMUNICATIO	03/06/21 service: Feb 06 to Mar 05	10-5-14-42100	47.67	49482	03/22/21
		PD 03/06/21	PD Telephone Service			
101007	EARLE'S TRUCK REPAIR, INC	03/16/21 truck #6 repairs	10-5-15-41180	1547.18	49483	03/22/21
		24193	HW Outside Maint. - Vehic			
100494	ENDYNE INC	03/10/21 testing	20-5-55-22120	175.00	49484	03/22/21
		364257	Testing			
300187	FLORENCE CRUSHED STONE	02/28/21 3/4 minus	10-5-15-46140	259.96	49485	03/22/21
		229656	Gravel			
300187	FLORENCE CRUSHED STONE	03/13/21 3/4 minus & plant mix	10-5-15-46140	6621.29	49485	03/22/21
		229674	Gravel			
310426	FYLES BROS., INC.	03/01/21 propane - WW small garage	20-5-55-42110	85.91	49486	03/22/21
		33098	LP Gas - Bldgs			
310426	FYLES BROS., INC.	03/01/21 propane @ Town Office	10-5-22-42100	229.74	49486	03/22/21
		33117	Heating - Propane			
310426	FYLES BROS., INC.	03/08/21 propane - WW gen bldg	20-5-55-42110	489.93	49486	03/22/21
		38314	LP Gas - Bldgs			
310426	FYLES BROS., INC.	03/08/21 propane - WW chem bldg	20-5-55-42110	145.14	49486	03/22/21
		38315	LP Gas - Bldgs			
310426	FYLES BROS., INC.	03/08/21 propane @ Town Hall	10-5-22-42100	140.19	49486	03/22/21
		38330	Heating - Propane			
100645	G STONE MOTORS INC	02/01/21 blinker assembly	10-5-14-41180	22.40	49487	03/22/21
		68207	PD Vehicle Maintenance			
100725	GREEN MOUNTAIN GARAGE	03/01/21 filters, antifreeze	10-5-15-41160	101.30	49488	03/22/21
		164052	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/04/21 screws	10-5-15-41160	84.00	49488	03/22/21
		164211	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/05/21 oil	10-5-15-41160	41.97	49488	03/22/21
		164272	HW Maint. Supplies-Vehicl			
310233	GREEN MOUNTAIN POWER	03/04/21 Central Park, lights	10-5-22-42130	544.28	49489	03/22/21
		170028 03/21	Bldgs & Grounds Electric			
310233	GREEN MOUNTAIN POWER	03/04/21 Estabrook Park	10-5-22-42130	6.50	49489	03/22/21
		240302 03/21	Bldgs & Grounds Electric			
310233	GREEN MOUNTAIN POWER	03/04/21 WWTP	20-5-55-42130	998.87	49489	03/22/21
		260302 03/21	Electric			

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TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63458 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 03/22/21 To 03/22/21

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Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310233	GREEN MOUNTAIN POWER	03/04/21 Carver St Pump Station 290502 03/21	20-5-55-42130 Electric	24.83	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Green Park 317702 03/21	10-5-22-42130 Bldgs & Grounds Electric	20.06	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Highway Garage 337202 03/21	10-5-22-42130 Bldgs & Grounds Electric	89.98	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Country Club Pump Station 338602 03/21	20-5-55-42130 Electric	22.55	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/03/21 car chargers 339840 03/21	10-5-22-42500 Electric EV Car Stations	79.49	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Brookdale Pump Station 467702 03/21	20-5-55-42130 Electric	29.78	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/03/21 Crescent Park 737937 03/21	10-5-22-42130 Bldgs & Grounds Electric	90.01	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Police Station 822212 03/21	10-5-22-42130 Bldgs & Grounds Electric	101.09	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 street lights 851302 03/21	10-5-22-42130 Bldgs & Grounds Electric	2639.56	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 WWTP security light 860302 03/21	20-5-55-42130 Electric	23.52	49489	03/22/21
310233	GREEN MOUNTAIN POWER	03/04/21 Town Office 941302 03/21	10-5-22-42130 Bldgs & Grounds Electric	140.41	49489	03/22/21
301082	JACK OF ALL BLADES	03/02/21 plow sections 2665	10-5-15-41160 HW Maint. Supplies-Vehicl	1800.00	49491	03/22/21
310665	LEWIS, MATTHEW & CARRIEAN	03/16/21 tax over payment MARCH 2021	10-2-00-02120 Anticipated Tax Credits	622.11	49492	03/22/21
310406	LINSTAR	03/08/21 ID cards 100479	10-5-14-10320 Clothing Allowance	25.60	49493	03/22/21
101032	MACHAIN, JEFFREY	03/16/21 tax over payment MAR 2021	10-2-00-02120 Anticipated Tax Credits	118.25	49494	03/22/21
310630	MASTERCARD	02/09/21 .com Domain renewal 61431	10-5-10-10330 Dues & Subscriptions	18.17	49495	03/22/21
310630	MASTERCARD	02/17/21 video conf monthly serv. 61432	10-5-10-30130 Service Contracts	15.89	49495	03/22/21
310630	MASTERCARD	02/17/21 keyboard cover & case 61433	10-5-10-30110 Office Supplies	19.98	49495	03/22/21
310630	MASTERCARD	02/18/21 WW shipping broken meter 61434	20-5-55-10310 Travel & Expenses	30.35	49495	03/22/21
310630	MASTERCARD	02/26/21 Bracket creator 61435	10-5-18-10320 Dues & Subscriptions	84.97	49495	03/22/21
301083	MVP SELECT CARE INC	03/05/21 Feb 2021 - HRA 2021-02	20-5-55-10218 HRA WW	5.00	49496	03/22/21
301083	MVP SELECT CARE INC	03/05/21 Feb 2021 - HRA 2021-02	10-5-22-10218 HRA	2.50	49496	03/22/21
301083	MVP SELECT CARE INC	03/05/21 Feb 2021 - HRA 2021-02	10-5-13-10218 HRA	5.00	49496	03/22/21
301083	MVP SELECT CARE INC	03/05/21 Feb 2021 - HRA 2021-02	10-5-10-10218 HRA Admin	5.00	49496	03/22/21
301083	MVP SELECT CARE INC	03/05/21 Feb 2021 - HRA 2021-02	10-5-18-10218 HRA	2.50	49496	03/22/21

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## TOWN OF BRANDON Accounts Payable

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Check Warrant Report # 63458 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01 (10 General Fund) 03/22/21 To 03/22/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301083	03/05/21	MVP SELECT CARE INC Feb 2021 - HRA 2021-02	10-5-14-10218 HRA PD	10.00	49496	03/22/21
301083	03/05/21	MVP SELECT CARE INC Feb 2021 - HRA 2021-02	10-5-15-10218 HRA HW	7.50	49496	03/22/21
310796	03/06/21	NATIONAL BUSINESS LEASING lease: 03/01/21-03/31/21 71659910	10-5-10-30130 Service Contracts	102.00	49497	03/22/21
100256	03/03/21	OVERHEAD DOOR COMPANY OF installed salt shed door 35831	10-5-22-43080 Highway Bldg Maint	4500.00	49498	03/22/21
310842	03/12/21	RHR SMITH & COMPANY Audit FY20-final bill 2021-088	10-5-10-22110 Auditors	150.00	49499	03/22/21
311052	03/17/21	SPRAGUE, BARBARA B over payment on taxes MARCH 2021	10-2-00-02120 Anticipated Tax Credits	1627.18	49500	03/22/21
330348	02/22/21	VERIZON WIRELESS service Jan 23 - Feb 22 9873938798	10-5-14-20233 MDT/Aircards	240.06	49501	03/22/21
310900	03/09/21	VERMONT ELEVATOR INSPECTI annual lift inspection 31027	10-5-22-43100 Town Office	150.00	49502	03/22/21
310900	03/09/21	VERMONT ELEVATOR INSPECTI annual lift inspection 31027	10-5-22-43150 Town Hall Repair/Maint.	150.00	49502	03/22/21
311051	03/16/21	WATTERS, SUE A tax over payment MARCH 2021	10-2-00-02120 Anticipated Tax Credits	637.54	49503	03/22/21
Report Total				53091.14		

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 \$ \*\*\*\*53,091.14  
Let this be your order for the payments of these amounts.

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

**PURCHASE ORDER NO.**

**Nº 52207**

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

TO: Earle's Trk. Repair, INC  
P.O. BOX 14  
CENTER RUTLAND, VT

SHIP

TO:

05736

[illegible]



# EARLE'S TRUCK REPAIR, INC

PO BOX 14  
59 NORTH CAMPBELL RD.  
CENTER RUTLAND VT 05736  
802-773-9198

page 1

Estimate #25041

TOWN OF BRANDON  
49 CENTER ST  
BRANDON VT 05733

Day Phone 802-247-5481

Fax Number 802-247-0224

-fold here -

Vehicle : 2013 International Workstar 7400 9.3 L 570 CID L6 Intl  
VIN : 1HTWDAZR3DH114610  
Fleet # : 6  
Created : 3/16/2021 12:15:55  
Contact : SHON (802-236-4924)  
Srv Writer : JLE

Last Mileage : 48479

Odometer In : 0

Odometer Out : 56165

## Labor/Notes

Qty	Code/Tech*	Description	Unit Price	Price
1		SHOP LABOR - FLEET	\$4,400.00	\$4,400.00
<p>DIAGNOSE WHY TRUCK IS USING COOLANT. MADE LIST OF REPAIRS NEEDED. ALSO, WE HAVE CAC THAT WAS PREVIOUSLY ORDERED TO INSTALL. INSPECTED EGR COOLER AND FOUND LEAKING AND FULL OF COOLANT. PULLED EXHAUST APART AND FOUND DPF UNIT BREAKING APART. TURBOS ARE PUSHING OIL OUT SEVERELY INTO CAC. TRUCK NEEDS NEW TURBOS, EGR COOLER, DPF UNIT AND ASSOCIATED PARTS AND PIPES. CAT NEEDS TO BE SENT OUT TO HAVE BURNED OUT. NUMBER SIX EXHAUST MANIFOLD GASKET IS LEAKING. NEEDS LEFT REAR BRAKE DIAPHRAGM, RIGHT LOWER MIRROR, CRANK CASE FILTER ON SIDE OF ENGINE, ALTERNATOR BELT TENSIONER AND AIR FILTER.</p>				

## Parts

Qty	Code/Tech*	Description	Condition	Unit Price	Price
1		CHARGE AIR COOLER		\$2,326.00	\$2,326.00
1		LOWER MIRROR HEAD		\$126.70	\$126.70
1		BRAKE CHAMBER DIAPHRAGM - TYPE 30 - LONG STROKE		\$4.24	\$4.24
1		DPF - AFTERMARKET OE 28125231C91		\$2,045.19	\$2,045.19
1		FREIGHT CHARGES		\$26.48	\$26.48
2		ATD V-BAND CLAMP		\$74.77	\$149.54
2		FLANGE V-BAND GASKET FOR ATD		\$23.21	\$46.42
2		ATD STRAP		\$132.77	\$265.54
1		CONVERTER END CAP ASSEMBLY		\$1,008.83	\$1,008.83
1		EXHAUST GASKET		\$28.12	\$28.12
1		AFTERTREATMENT DEVICE ISOLATOR BRACKET		\$309.82	\$309.82
1		EXHAUST GASKET		\$28.39	\$28.39
1		EXHAUST BRAKE CLAMP		\$57.30	\$57.30
1		EGR COOLER KIT		\$2,185.16	\$2,185.16

# EARLE'S TRUCK REPAIR, INC

PO BOX 14  
59 NORTH CAMPBELL RD.  
CENTER RUTLAND VT 05736  
802-773-9198

page 2

Estimate #25041

Vehicle : 2013 International Workstar 7400 9.3 L 570 CID L6 Intl

## Parts (continued)

Qty	Code/Tech*	Description	Condition	Unit Price	Price
1		TUBE ASSEMBLY		\$110.35	\$110.35
1		TUBE ASSEMBLY		\$103.08	\$103.08
1		INJECTOR COOLER GASKET		\$51.44	\$51.44
1		TURBOCHARGER - HP W/ ACTUATOR		\$3,276.48	\$3,276.48
1		LOW PRESSURE TURBO		\$2,353.47	\$2,353.47
1		EXHAUST BRAKE GASKET		\$47.23	\$47.23
1		EXHAUST CLAMP		\$57.00	\$57.00
1		TURBO OIL FEED TUBE		\$224.32	\$224.32
9		EXHAUST MANIFOLD BOLTS		\$14.89	\$134.01
3		MANIFOLD STUD		\$32.86	\$98.58
6		MANIFOLD NUT		\$2.36	\$14.16
8		EXHAUST MANIFOLD SPACER		\$16.15	\$129.20
5		EXHAUST MANIFOLD BOLT		\$16.17	\$80.85
3		EXHAUST MANIFOLD BOLT		\$18.85	\$56.55
1		BREATHER KIT		\$713.65	\$713.65
1		AIR FILTER		\$73.53	\$73.53
1		BELT TENSIONER		\$112.11	\$112.11
1		EXHAUST MANIFOLD GASKET		\$68.62	\$68.62

## Sublet/Misc.

Qty	Code/Tech*	Description	Unit Price	Price
1		SHOP SUPPLIES	\$15.00	\$15.00

Labor		\$4,400.00
Parts		\$16,285.88
Sublet/Misc.		\$0.00
Other Charges		\$0.00
Charges		\$41.48
Sales Tax	Tax Exempt	\$0.00
Estimate		\$20,727.36

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. (We accept Visa, Mastercard, Discover and American Express. There will be a 3% Processing Fee added for credit card processing over the amount of \$1500.00.)

Customer Signature \_\_\_\_\_

Estimates are valid for 30 days.