

**Brandon Select Board Meeting**  
**November 8, 2021**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, November 8, 2021 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 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.

Interested parties may also attend this meeting electronically:

- Video Conference via ZOOM: Meeting ID (253 279 4161)
- Conference call: Dial (929) 205 6099

- 1) Call to Order
  - a) Agenda Adoption
- 2) Approval of Minutes
  - a) Select Board Minutes – October 25, 2021
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Consider Geotechnical Engineering Proposal for Arnold District Box Culvert
- 6) Consider Proposal for Cyber Security Computer Upgrade
- 7) Union Street Sidewalk Discussion
- 8) Fiscal
  - a) Warrant – November 8, 2021 - \$364,428.54
- 9) Adjournment

## **Brandon Select Board Meeting October 25, 2021**

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

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

**Others In Attendance:** Dave Atherton, Bernie Carr, Bill Moore, Jack Schneider, Mike Frankiewicz, Neil Silins, Chris Brickell, Jim Emerson

**Other In Attendance Via Zoom:** Stephanie Jerome, Neil Allen

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

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

#### ***a) Agenda Adoption***

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

Add Executive Session to discuss Police Union grievance under the provisions of 1V.S.A. 313 (a)(1).

### **2. Approval of Minutes**

#### ***a) Select Board Meeting – October 11, 2021***

**Motion** by Tracy Wyman/Mike Markowski to approve the minutes of the October 11<sup>th</sup> Select Board meeting. **The motion passed unanimously.**

### **3. Town Manager's Report**

Dave Atherton provided a report for the weeks of October 11<sup>th</sup> and October 18<sup>th</sup>.

Dave Atherton attended the VTCMA conference in Stowe on October 14<sup>th</sup> and 15<sup>th</sup>. The topics of discussion were Policing in Vermont, ARPA funding and Declaration of Inclusion. VLCT Executive Director, Ted Brady, presented a new strategic plan of priorities for the League. On the declarations, there are only 14 towns that have adopted it and Brandon was the second to adopt.

Road paving was completed last week on High Pond Road, Florence Road, Railroad Avenue, Briggs Lane, Mill Lane, Middle Road and Wood Lane. A sizeable patch on the North Street hill by the Post Office was also done.

Mr. Atherton attended an ARPA webinar on October 19<sup>th</sup>. A couple of hot topics were that VHFA will be offering financial assistance on past due mortgage, tax, and utility accounts, allowing CUDs to partner with utility companies for broadband expansion and additional sewer funding for WWTP's that are currently non-compliant.

The staff has started working on their FY22 budget proposals in anticipation of the upcoming budget meetings.

Mr. Atherton has submitted four applications through Hazard Mitigation for the New Road property buy-outs.

Mr. Atherton has received a proposal on the traffic light changes. It would be \$13,373.00 for a study and to make changes that East Coast Signals would be making the changes on.

Tim Guiles asked if the traffic study is a proposal or going to happen. Mr. Atherton advised it is up to the Select Board.

Mr. Guiles asked about the charging station and stated there is a light that was on all the time and questioned if it is motion sensitive. Mr. Atherton stated there are going to be five lights. The current light is not the property of the Town and are waiting for the area to dry out before paving the area.

### ***Rec Department News:***

Bill Moore reported this weekend saw the end of a very successful fall youth sports season. Without volunteers, we would not be able to provide enrichment activities for our aspiring athletes.

Thank you to the following community members:

U6 Soccer- Miranda Pockette, Jonathan Fries, William Kilpeck

U8 Soccer- Ron & Cassandra Coble, Bill Guy

U10 Boys Soccer - Brent Wilbur

U10 Girls Soccer - Lily Bixby & Justin Martelle

U12 Boys Soccer - Darcey Wijsenbeek & Wendy Rowe

U12 Girls Soccer - Stacey Doucette & Harmony Van Eaton

1<sup>st</sup> & 2<sup>nd</sup> grade NFL Flag Football - Kayla Grizwold, Joe Desbrais

3<sup>rd</sup> & 4<sup>th</sup> grade Flag Football - Duke Whitney, Scott Quenneville & Daniel Whitney

5<sup>th</sup> & 6<sup>th</sup> grade Flag Football - Duke Whitney, Scott Quenneville, Gary Benoit, Matt

Mallory, Daniel Whitney & Kevin Blier

7<sup>th</sup> & 8<sup>th</sup> grade Flag Football - Duke Whitney & Kevin Blier



4<sup>th</sup> to 8<sup>th</sup> grade Cheerleading- Sarah Whitney & Erica Mohan

Brandon Rec Dance classes with Miss Michaela will be starting this week. Classes in Ballet, Tap and Hip-Hop will be held at the Brandon Town Hall downstairs meeting space and the Pilar Pilates Studio for kids aged 3 to 11. Sign-up at [brandonrec.com](http://brandonrec.com).

Spooksville is back on October 29<sup>th</sup> from 5:30PM to 7:00PM at Estabrook Park. The largest trunk or treat event in the region will be even bigger this year. If interested in being a “Candy Wizard” – one who distributes candy from a space on the field, register at [brandonrec.com](http://brandonrec.com). The Rescue Squad, Police Department and Fire Department will be there to assure a safe event.

Mr. Moore advised for indoor program, the State has issued recommendations and the Town will adhere to all safety measures per the latest correspondence. By wearing a mask, it will help protect both you and the people around you. Covid can spread without symptoms and even once someone is vaccinated, they can still transmit it. The recommendation is to wear a mask. All instructors, Rec staff, volunteers and spectators will be required to wear masks indoors regardless of vaccination status.

#### **4. Public Comment and Participation**

Tim Guiles requested discussion of the traffic light due to the news of the cost estimate for a study. Tracy Wyman thought the lights are fine. Mr. Guiles stated several times coming from the north he has experienced a long back-up line. Mr. Wyman noted it would likely be a few minutes and thought it unnecessary to continue to conduct studies and spend more money. Brian Coolidge agreed it is too expensive and it is a lot of money for minimal improvement. Seth Hopkins stated if making a change, it would be adverse to other people in not being able to come off Carver Street or Union Street. Mr. Wyman did not think the lights were bad through the fall and winter, but the busiest time in Town is during the summer. Mike Markowski stated there are no guarantees that changes will be made after the study. Mr. Wyman noted the upside is when he goes through Town there is not a parking spot available which means the town is busy. Dave Atherton noted there is far more traffic on Route 7 than has been in the past and he has also witnessed the increase in Middlebury, Burlington, Rutland, and Stowe with traffic bad everywhere. The surge in traffic is short-lived by such things as schools getting out and people getting out of work. There are a lot of variables with traffic stopping, even without the lights. He has noticed if there are no cars in the turning lane going north, when Route 7 opens both north and south turn green at the same time. It was a consensus of the Board to take no action on the traffic light study proposal.

Stephanie Jerome reported she is getting ready for the Legislative session to start in January and will be holding constituent meetings on November 6<sup>th</sup> in Brandon and Pittsford and will plan to hold these meetings during the Legislative session.

#### **5. Consider Appointment to Budget Committee**

Seth Hopkins reported there have been three letters of interest submitted to the Town Manager and noted the Board appreciates all the interest of the people.



**Motion** by Tracy Wyman/Mike Markowski to appoint Doug Bailey, Neil Silins and Peter Werner to the Budget Committee. **The motion passed unanimously.**

Dave Atherton will send a letter to the new members.

## **6. Consider Appointment of EMD and Emergency Services Representative to the Regional Emergency Management Committee**

Dave Atherton reported there is a new Regional Management committee, and they want one emergency services person from the Town to serve. Mr. Atherton spoke to Tom Kilpeck, and he is interested in serving on the Committee. It does require a Select Board appointment and there is no term limit on the position.

**Motion** by Brian Coolidge/Tracy Wyman to appoint Tom Kilpeck as the Emergency Services Rep to the Regional Emergency Management Committee. **The motion passed unanimously.**

## **7. ARPA Project Discussion**

Dave Atherton reported he has provided two items for consideration for the ARPA funding with one being a cost estimate to connect Fire Districts 1 and 2 from Jason LaRock of Otter Creek Engineering and a proposal for engineering services for the Newton Road pump station. He has talked with Aldrich and Elliot regarding the sewer connection for the town garage, but it is not thought that will be a major expense. He does not have anything for the Union Street pump station.

### ***a) Newton Road Pump Station***

Seth Hopkins noted this proposal is just engineering services in the amount of \$10,700 to consider replacement of the Newton Road pump station. Mr. Atherton advised this project will have to be done regardless of the ARPA funds. Mr. Atherton stated the station may be able to be moved up the street to another lot. The cost of the pump station will be about \$500,000 that would include a new pump and computer system and would be ARPA fund eligible. Mr. Hopkins stated this project would the Select Board acting as the Sewer Commission. Mr. Atherton noted Tim and Steve are grateful the Select Board is considering this project for ARPA funding as they are trying to circumvent problems from happening.

### ***b) BFD #1/BFD #2 Connection***

Seth Hopkins advised the construction estimate from Jason LaRock totals \$70,160. Mike Markowski reported Fire District 2 had the engineering done by Otter Creek Engineering. Dave Atherton advised connecting the two Fire Districts could be handled similarly to the Route 7 project by creating a MOA and the engineers could draft it.

### ***c) Landfill Solar Project***



Jim Emerson noted it is understood that a solar project to operate the wastewater plant using ARPA funding is not feasible, unless it could be part of the sewer system itself. Dave Atherton noted there were no solar vendors interested in the project due to the plant's location in the flood plain. Mr. Emerson stated the Energy Committee would also propose a program to further the Town's goals for energy efficiency. Mr. Emerson stated the Energy Committee has been tasked with analyzing and making decisions for strategic choices for a carbon footprint and have also been charged with organizing community outreach for saving energy. The Committee would request the Select Board consider allocating 2%, or \$25,000 of ARPA funds to use for matching incentives for Efficiency Vermont and NeighborWorks programs for moderate to low-income residents. Details for the matching process would need to be discussed with Mr. Atherton. Tim Guiles stated this touches on some of the ARPA criteria for energy efficiency and low-income assistance. Mr. Emerson questioned the Select Board's interest prior to the Energy Committee continuing work in this area. Mr. Hopkins noted these are two successful programs that would be a boost for Brandon residents. Brian Coolidge suggested waiting to see what the Union Street project will cost before committing to anything. Tracy Wyman also thought it is worth considering but suggested looking at the other projects and if there are funds remaining, it would be something to consider. Mr. Hopkins thought it wise to piggyback on two successful programs as it takes the qualification part out of the hands of the municipality. Mr. Guiles stated it is a way to spread benefits around in the community. Mr. Emerson suggested once a person gets a receipt from a program, they could submit it to the municipality for further reimbursement. Mr. Atherton reported at the last ARPA webinar, it was mentioned there are a lot of programs that will be developed to provide creative ways for housing with ARPA but that is in the infancy stage. Mr. Hopkins suggested the Energy Committee keep developing the programs. Mr. Atherton stated looking at these types of programs even without ARPA, in having the Energy Committee work more with Efficiency Vermont, NeighborWorks and BROOC would be beneficial, noting Bristol and Middlebury have some good programs in getting the low hanging fruit. He suggested with the budget process coming up, to consider including input from the Energy Committee. Mr. Emerson hopes to have some suggestions for budgetary asks coming out of the next Energy Committee meeting. Mr. Hopkins stated the Energy Committee is a subcommittee of the Planning Commission and there have been matches provided for the Commission but there has not been a specific budget line for this Committee. Mr. Atherton stated there are other committees in town attending the budget meetings and he is creating a list outlining the committees to be invited to the budget meetings that will include the DBA and Energy Committee as the Town needs to be supporting the committees to benefit the community. Mr. Hopkins would like official boards and committees of the Town to be included in the budget meetings and for all other groups, the process would need to be an appropriation request. Mr. Atherton noted there are a small number of committees he can reach out to.

Tim Guiles stated it is clear that ARPA funds cannot be used for solar, but suggested it is a good idea to do solar for the municipal needs, like the Green Lantern project and suggested a working group be developed to bond a solar project to serve the municipal needs. It would be the wisest and most prudent thing to do and would not only be economically beneficial but would also be environmentally good in helping to reach the 2050 goals. Bill Moore advised the Prudential Committee discussed this topic at the last meeting, and they are open to the idea, and he suggested reaching out to the Fire District. Jim Emerson stated the Energy Committee is becoming educated with community solar for people that can't do their own solar. Mr. Guiles



sees community solar as a different program and municipal solar would be a smaller lift. He suggested they be two separate discussions. Mr. Atherton suggested the Town highway garage would be a good place to do solar and noted they are running out of land and the Town owned buildings are historic. He has investigated the landfill solar, but there is no 3-phase power in that area. Tracy Wyman suggested a potential area would be the land behind the Brandon Legion as it has the height. Mr. Guiles suggested it is worth looking into with sizable benefits for the community. SolarFest is looking at three parcels and it may be an option for the Town to do a community solar project with them. Seth Hopkins suggested looking into what the benefits would be. Mr. Wyman also supported exploring the option. Mr. Guiles will continue to research and update the Board. Mr. Hopkins suggested Mr. Guiles talk with the Town Treasurer to see what type of latitude there is for bonding. Mr. Atherton stated there are a lot of old bonds on wastewater that Ms. Gage had combined and there is still quite a bit of bond out there. There was also an addition to the Segment 6 bond.

## **8. Town School Ballot Mailing Discussion**

Seth Hopkins stated the legislative body can choose to mail all ballots to voters. There had been discussion to authorize the mailing of ballots for the upcoming election with the school ballots. Dave Atherton advised that the entire school district must approve the school ballots being mailed with the town ballots.

**Motion** by Tim Guiles/Seth Hopkins to approve the mailing of local election ballots to all active registered voters of Brandon. **The motion passed – 3 “yes” to 2 “no”.**

Tim Guiles stated this fosters participation in democracy and more people vote if ballots are sent to them and he would like to see more people participate.

**Motion** by Tim Guiles/Seth Hopkins to approve the mailing of ballots to all school district voters with the understanding that all towns agree. **The motion passed 3 “yes” to 2 “no”.**

Dave Atherton noted the school ballots will not be mailed unless all towns agree. If approved, the ballots would be mailed in the same envelope and the cost would be shared between the town and the school district.

## **9. Letter of Support for Carver Street Sidewalk Project**

Dave Atherton reported the Board Chair was asked to draft a letter of support for the Transportation Alternatives Program grant for the Carver Street sidewalks. Mr. Atherton asked for Board support and noted that a letter of support has been provided by the Brandon Chamber.

**Motion** by Tim Guiles/Tracy Wyman to approve the letter of support for the Carver Street Sidewalk Project for the 2021 VTrans Transportation Alternatives Program grant. **The motion passed unanimously.**



Dave Atherton advised the project goes from Carver Street where Segment 6 ends to Rossiter Street on the west side and a little further on the east side. The sidewalk cannot continue after Rossiter Street due to a retaining wall, but a road crossing will be added.

## **10. Equity and Inclusion in Brandon**

Tim Guiles reported he had attended training over the summer that was offered by VLCT. The training was powerful and important and shifted his view on equity issues, while racial equity is important, equity is a great umbrella to see the work and it serves everyone to have a more equity community. He has made some phone calls and talked with Ted Brady at VLCT to determine how to support this work and has developed a range of next steps that could include a consultant. He discovered that VLCT has funding sources and there are places to help support this type of work. There is a need to have a working group look at the possibilities and bring suggestions to the Board to try to help our community to be as good as we can be in doing best practice on inclusivity and equity. Dave Atherton advised he also had a conversation with Ted Brady and heard some pros and cons of towns jumping in too quickly. He has spoken with Sue Gage and Bill Moore who have been working with CEDRR. In April, Bill Moore reported he joined a Committee on DEI through the Chamber & Economic Development of the Rutland Region (CEDRR). Mr. Moore noted it is a long process that must be very intentional and specific, and they are working with a consultant in the hopes of bringing more information to members. Mr. Atherton suggested the best approach is to have Mr. Moore, Sue Gage and he move forward with this. With Mr. Moore's resources and working closely with the League, they will be the ones to use the resources and put their time and effort into this. Mr. Atherton will report back to the Select Board on their actions. When employees are involved, it is important to get something in place and work in-house. Mr. Guiles suggested having community involvement, however, Mr. Atherton advised there needs to be a plan developed and figure out what to bring to the community which is not known at this point. Mr. Moore advised CEDRR has recently done an internal survey to determine their goals. Mr. Moore's sister also runs a DEI consulting business, Intentional Evolution LLC, and he can engage her in this process. Mr. Guiles suggested there should be Board representation however Mr. Atherton suggested the office staff has a good history of working in this area and with what CEDRR is doing, if something is in place that is effective, the Town should be using that as a template. Mr. Moore stated CEDRR has hired a consultant to facilitate, and it is hoped to come out with policies that relate to the town employees incorporating DEI in everything. CEDRR is creating the template that they can hand out to their members. Bernie Carr was pleased to hear about CEDRR and is looking forward to seeing what the group does and if they can take the lead for all the communities to allow all to be on the same page. Mr. Atherton advised the Town staff has been more active on the regional committees than ever before. Mr. Moore reported he is an active member on the CEDRR Full Board.

## **11. Fiscal**

### ***a) P. O. 52150 to Cargill, Inc. for Road Salt - \$72,310.00***

Dave Atherton reported this is a blanket purchase order that happens every year.

**Motion** by Mike Markowski/Tracy Wyman to approve P. O. 52150 to Cargill, Inc. in the amount of \$72,310.00 for road salt. **The motion passed unanimously.**

***b) Warrant – October 25, 2021 - \$296,917.06***

**Motion** by Brian Coolidge/Tracy Wyman to approve the warrant of October 25, 2021, in the amount of \$296,917.06. **The motion passed with one abstention – Mike Markowski.**

Stephanie Jerome advised there is discussion of redistricting that generally happens every 10 years after the census to determine how to provide fair representation. They would like to have 150 one-person districts that would be a change for Brandon, Pittsford, and Sudbury with going back to one representative from Brandon due to the threshold of 4100. This is a proposal that will go to the Legislature and will be voted on by the General Assembly. Ms. Jerome will reach out to the Board of Civil Authority to see if they have any questions. She can provide information on the reapportionment and how it will look with having one representative rather than two. Bill Moore advised the Board of Civil Authority will convene on November 2<sup>nd</sup> to discuss this. Anyone is welcome to attend the meeting or speak with one of the board members.

Bill Moore reported Otter Creek Communication met and discussed having a high-level study done. It appears the path forward with spreading broadband is going to require partnerships with common providers. Mr. Moore noted the meetings are open to the public.

**The Board recessed at 8:20PM.**

**The Board reconvened at 8:25PM.**

**Motion** by Tracy Wyman/Brian Coolidge to find that the premature general 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/Brian Coolidge to enter into executive session at 8:25PM to discuss confidential attorney-client communications made for the purpose of providing legal services under the provisions of 1 V.S.A. 313 (a)(1). **The motion passed unanimously.**

**12. Executive Session**

**Motion** by Tracy Wyman/Brian Coolidge to come out of executive session at 8:26PM. **The motion passed unanimously.**

There were no actions required.

**Motion** by Mike Markowski/Tracy Wyman to find that the premature general knowledge of a discussion concerning the Police Union grievance will clearly place the Town at a substantial disadvantage. **The motion passed unanimously.**



**Motion** by Tracy Wyman/Brian Coolidge to enter into executive session at 8:27PM to discuss the Police Union grievance under the provisions of 1 V.S.A. 313 (a)(1). **The motion passed unanimously.**

### **13. Executive Session**

**Motion** by Tracy Wyman/Brian Coolidge to come out of executive session at 8:31PM. **The motion passed unanimously.**

**Motion** by Brian Coolidge/Tracy Wyman to authorize the Select Board Chair to author an official response to the Police Department Union denying retroactive pay. **The motion passed unanimously.**

### **14. Adjournment**

**Motion** by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 8:32PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary



## **Town Manager Report for October 25<sup>th</sup> – November 5<sup>th</sup>, 2021**

- The Conant Square Parking area has been completed. The site was paved and light fixtures were connection on Nov 3<sup>rd</sup>.
- The stormwater swale has been completed in the Center Street parking area. Also, we will be installing “No Overnight Parking” signs on the West side of the parking lot so we can safely remove snow.
- The first DEI meeting was held on Nov 3<sup>rd</sup>. We decided to begin drafting a mission statement and start a re-write of the Employment Harassment and Discrimination section of the Personnel Policy as first steps.
- Attended the RRPC Transportation Council meeting on Oct 28<sup>th</sup>. The hot topic were the changes in the Grants In Aid program. Unfortunately the RPC’s are no longer overseeing this program as it will now be run by VTrans and ANR. There will now be a lot of reporting responsibilities put on the Towns for project completion and grant compliance.
- Steve and I met with Aldrich & Elliott on Oct 29<sup>th</sup> for the 60% design completion of the WWTP upgrades. We also discussed reviewing our inflow and infiltration on the collection system and visited the Newton Road pump station site.
- Attended the VLCT webinar “Municipal Trees Laws and Responsibilities” webinar on Nov 4<sup>th</sup>. This was just a recap of the new public shade tree laws and the roles of the tree Warden.

### **Rec Dept News:**

- Basketball is back. Youth Basketball sign-ups for Brandon Rec opened on Friday, November 5<sup>th</sup>. Open gyms for kids in grades 3-6 start on November 11<sup>th</sup>. Practice for 5<sup>th</sup>/6<sup>th</sup> grades will begin after Thanksgiving. 3<sup>rd</sup> & 4<sup>th</sup> grades will begin after Christmas. We will partner with Otter Valley and the Pittsford Rec to do host pre-season clinics led by the Otter Valley Varsity players leading into these seasons.
- After a 20 month hiatus, adult pick-up basketball will be back at the Neshobe School on Thursdays from 7:30 – 9:00. While it is a free offering, any one who wishes to attend needs to pre-register at our brandonrec.com website for insurance and potential contact tracing purposes.
- Take a bus trip with the Brandon, Middlebury & Pittsford Recreation Departments to see 17-time World Champion Boston Celtics play against the 2021 NBA finalist Phoenix Suns at the TD Garden in Boston! Oh, be ready to disco because it is 70’s night! The trip is on December 31, 2021 \$195 per person which Includes transportation & ticket in new bar stool seating in sections: 301, 302, 303 & 329. There are some pandemic protocols that will need to be followed, including masking while on the bus and proof of vaccination status or a negative COVID test to enter the arena. All registration and programming information is available at brandonrec.com

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



10/25/21  
110800X

David J Atherton  
Town Manager  
Town of Brandon  
49 Center Street  
Brandon, VT 05733

Re: **Geotechnical Engineering Proposal**  
**Bridge #6 Arnold District Road (Town Highway 7)**  
**Brandon, Vermont**

Dear David:

DuBois & King, Inc. (hereinafter called "Engineer") proposes to render professional engineering services to the Town of Brandon (hereinafter called "Client"), as described below.

#### **PROJECT DESCRIPTION**

- A. The project consists of a geotechnical investigation at Bridge #6 on the Arnold District Road in Brandon, VT. The existing culvert is planned for replacement and an evaluation is needed to assess bedrock quality and bearing capacity. Rock coring to establish lithology and address competency is needed prior to exposing the area during construction. Proposed construction is either cast-in-place or precast footings supporting a precast 3-sided rigid frame with a clear span of 14'.
- B. The Client is expected to furnish Engineer with full information as to Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.
- C. The Client will also provide a sign package and facilitate road closure during the subsurface exploration.
- D. The Engineer's Services will consist of Subsurface Exploration and Geotechnical Engineering, all as further described in the following Basic Scope of Services.

#### **BASIC SCOPE OF SERVICES**

Engineers' services will consist of the following items:

##### **Task A: Subsurface Exploration**

- 1. D&K will develop a subsurface exploration plan, stake out boring locations and call Dig Safe prior to the subsurface investigation. We anticipate one day of boring work will be needed during

which we expect to complete two cores extending 10 feet into bedrock

2. Coordinate with boring contractor to perform subsurface exploration. For the purposes of this proposal we have budgeted \$3,700.00 for borings. Actual boring cost to be invoiced as a direct project expense.
3. Observe borings and collect samples. Boring logs will be made available to Client for record purposes following subsurface exploration. Rock cores will be retained by D&K.

#### Task B: Geotechnical Engineering

1. Interpret rock core information including Rock Quality Designation (RQD) to determine properties for use in foundation design.
2. Prepare geotechnical engineering report summarizing subsurface exploration, recommendation and design criteria for proposed culvert foundation. The analysis/report will be prepared per AASHTO LRFD specification as that is the design code being used for the culvert replacement. Memorandum will be stamped by the Professional Engineer licensed in the State of Vermont responsible for its preparation.

Services beyond those specifically outlined above, or resulting from unforeseen circumstances beyond our control, shall be considered as Additional Services. The Engineer will also furnish such Additional Services as Client may request for an additional fee.

#### **UNDERSTANDING OF THE BASIC SCOPE OF SERVICES**

A. The following items are specifically not included in the Engineer's scope of work:

1. Permit applications.
2. Preparation of Record Drawings.
3. Identification of and recommendations for proper disposal of hazardous materials.
4. Architectural, Structural, Mechanical/Electrical/Plumbing, Site/Civil Engineering, Surveying, Construction Material Testing, and Special Inspection Services.
5. Cost for Engineer to evaluate proposed deviations/alternates is beyond the scope of basic services and accordingly will be billed as additional services.

#### **COMPENSATION FOR BASIC SERVICES**

We propose to provide the above scope of work for a fee as outlined below. This work will be performed using the attached Schedule of Rates and Contract Terms and Conditions.



Task A: Subsurface Exploration	\$6,500.00
Task B: Geotechnical Engineering	<u>\$4,700.00</u>
Total Estimated Fee	\$11,200.00

Engineer will bill Client monthly for services and direct project expenses. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the Project through construction can be maintained.

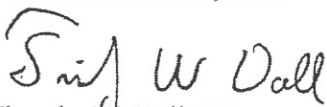
Engineer would expect to start services promptly after receipt of Client's acceptance of this proposal and to complete services within a mutually agreed upon timeframe. Please note that boring contractors are currently scheduling out 4 to 6 weeks.

This proposal, along with the attached Contract Terms and Conditions and Schedule of Fees, represent the entire understanding between Client and Engineer with respect to this Project, and may only be modified in writing signed by both parties. This proposal, including any attachments, enclosures and recommendations, is to be treated as confidential and proprietary information of DuBois & King, Inc.

If this offer of services is acceptable, please execute a copy of this letter in the space provided, and return it to DuBois & King, Inc. This offer will be open for acceptance until November 30, 2021, unless changed by Engineer in writing.

We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact me at [tdall@dubois-king.com](mailto:tdall@dubois-king.com) or (802) 238-9882.

Very truly yours,  
DUBOIS & KING, INC.

  
Timothy W. Dall, P.E.  
Directors, Structures Division

TOWN OF BRANDON

By: \_\_\_\_\_  
Duly Authorized Agent

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021

Enclosures: Schedule of Fees  
Contract Terms and Conditions

## SCHEDULE OF FEES

	<u>Hourly Rate</u>
Senior Principal.....	\$185.00
Principals/Director II .....	\$170.00
Principals/Director I.....	\$170.00
Senior Project Manager II.....	\$155.00
Senior Project Manager I .....	\$145.00
Project Manager II .....	\$130.00
Project Manager I.....	\$120.00
Senior Planner, AICP .....	\$120.00
Senior Project Engineer II.....	\$120.00
Senior Project Engineer I.....	\$110.00
Project Engineers II.....	\$105.00
Project Engineers I.....	\$100.00
Environmental Scientists/Field Naturalist .....	\$ 98.00
Construction Inspector .....	\$ 95.00
Landscape Architects/Designers .....	\$105.00
Staff Engineer II.....	\$ 90.00
Staff Engineer I.....	\$ 80.00
Senior Designer II.....	\$110.00
Senior Designer I .....	\$ 90.00
Designers/Technicians .....	\$ 68.00
Registered Licensed Land Surveyors.....	\$110.00
Survey Party Chief.....	\$ 90.00
Survey Technicians .....	\$ 70.00
Two-Person Survey Crew .....	\$150.00
Two-Person Survey Crew with Licensed Surveyor .....	\$165.00
Three-Person Survey Crew .....	\$180.00
Three-Person Survey Crew with Licensed Surveyor .....	\$195.00
Administrative Support.....	\$ 70.00

### Notes:

1. Expert Witness Assistance will be quoted separately.
2. DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1 & 1/2) times the appropriate hourly rate as detailed above.

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Long distance telephone calls, telegrams and cables.
4. Transportation to and from jobs.
  - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
  - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
5. Reproduction of drawings, reports, and documents and photographs for project records.
6. Direct materials.

HR6(08.21)



## CONTRACT TERMS AND CONDITIONS

**SERVICES OF OTHERS:** On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

**REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams and cables; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

**ON-SITE SERVICES DURING PROJECT CONSTRUCTION:** Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

**RIGHT-OF-ENTRY:** Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

**SCHEDULE OF FEES:** DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

**ADDITIONAL SERVICES:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

**TAXES:** State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

**INVOICES:** Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.



**OWNERSHIP OF DOCUMENTS:** All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

**INSURANCE:** DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

**RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

**INDEMNIFICATION:** DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**CONSEQUENTIAL DAMAGES:** In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

**STANDARD OF CARE:** In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

**OPINION OF PROBABLE COST:** DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

**DELAYS:** DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

**THIRD PARTY BENEFICIARY:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



**DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**TERMINATION:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc. in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

**SEVERABILITY:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**EXTENT OF AGREEMENT:** This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

**LEGAL JURISDICTION:** The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(08-21)







# Quote

Quote Number: 1458

Payment Terms:  
Expiration Date: 10/23/2021

## Quote Prepared For

**Bill Moore**  
**Town of Brandon**  
49 Center St.  
Brandon, VT 05733  
United States  
Phone:(802)247-3635  
bmoore@townofbrandon.com

## Quote Prepared By

**Mike Forte**  
**Silloway Networks**  
PO Box 902  
Rutland, VT 05702  
United States  
Phone:802-282-4255  
Fax:  
[mike@silloway.net](mailto:mike@silloway.net)

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
<b>Monthly Items</b>					
1)	1	Sophos XGS 116 Xstream Protection XF1V0CSMA Sophos XGS 116 Xstream Protection XF1V0CSMA	\$34.00	\$34.00	\$34.00
2)	14	Sophos InterceptX - EDR - MTR Advanced ENDPOINT Anti-malware protection Data Loss Prevention Exploit prevention, Malicious Traffic Detection, anti-ransomware, Root Cause Analysis, active adversary mitigation, Sophos Clean. (EDR): threat searches, threat intelligence, endpoint isolation, clean and block, and malware analysis. MTR 24/7 threat hunting, adversarial detection, security health check, reporting and asset discovery.	\$17.50	\$17.50	\$245.00
3)	14	Workstation Monitoring and Management Workstation Monitoring and Management includes daily safety checks, disk space and health, patch management, and vulnerability checks. Recurring MONTHLY charge.	\$5.00	\$5.00	\$70.00
4)	12	Dropsuite Business Backup Dropsuite Business Backup provides advanced cloud-based storage to protect and preserve Microsoft Office 365 data.	\$3.00	\$3.00	\$36.00
5)	12	IronScales Basic IRONSCALES Basic is an integrated bundle of powerful threat technologies that enable organizations to efficiently detect and remediate today's sophisticated phishing attacks.	\$2.00	\$2.00	\$24.00
6)	12	Microsoft 365 Business Premium Microsoft 365 Business Premium (formerly Office 365 Business) brings together features from across several Microsoft offerings in a solution designed for small and medium-sized businesses. It's powered by Office 365 and Windows 10, with device management and security features to help ensure your company's data is protected.	\$20.00	\$20.00	\$240.00
<b>Monthly Total</b>					<b>\$649.00</b>

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
<b>One-Time Items</b>					
7)	1	Sophos XGS 116 Security Appliance Sophos XGS 116 Security Appliance	\$695.00	\$695.00	\$695.00
8)	1	UniFi AC LR The UniFi AC LR AP features the latest Wi-Fi 802.11ac technology in a refined industrial design and is ideal for long-range deployment of high-performance wireless networks. One year warranty. Includes Cloud Management through Silloway Networks.	\$199.00	\$199.00	\$199.00
9)	13	Estimated labor - Security and Compliance * Configure firewall and access point * Deliver Firewall and AP * Install Sophos, N-Able and SimpleHelp on Workstations * Configure DropSuite Configure IronScales * Migrate GoDaddy to Microsoft * Configure ATP * Configure MFA * Migrate files from Server to SharePoint * Decommission server * Configure Sophos ERD/MTR	\$125.00	\$125.00	\$1,625.00
<b>One-Time Total</b>					<b>\$2,519.00</b>
<b>Subtotal</b>					<b>\$3,168.00</b>
<b>Total Taxes</b>					<b>\$0.00</b>
<b>Total</b>					<b>\$3,168.00</b>

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

## David Atherton

---

**From:** Dave Conger <dconger@dubois-king.com>  
**Sent:** Wednesday, October 27, 2021 4:53 PM  
**To:** David Atherton  
**Cc:** Brian Breslend  
**Subject:** Brandon Union Street Estimates  
**Attachments:** Brandon Unio Street Concept Estimate Alternatives.pdf

Dave

Here are some alternatives for consideration to reduce costs when you discuss with the selectboard.

Alternate	Construction Cost	Engineering, ROW, Admin, Insection	Total	Comment
PCC Sidewalk with new curb	\$438,251	\$156,560	\$594,811	Original
PCC Sidewalk with existing curb	\$313,145	\$131,539	\$444,684	Doesn't seem feasible to fully remove curb work entirely. Marble curb is falling over but looks in good condition. Will at minimum need to remove/reset these. See below estimates
Asphalt Sidewalk with new curb	\$378,192	\$144,548	\$522,740	
PCC Sidewalk & remove/reset Curb	\$374,696	\$143,849	\$518,545	
Asphalt Sidewalk & remove/reset curb	\$319,171	\$132,744	\$451,915	

Thanks

David Conger P.E.\*  
Divisional Director  
**DuBois-King Inc.**  
6 Green Tree Drive  
South Burlington, Vermont 05403  
(D) 802-728-7225  
\*VT



11/05/21  
11:26 am

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63510 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 11/08/21 To 11/08/21

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Jacolyn

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
301070	ALLEGIANCE TRUCKS LLC	10/28/21	diesel exhaust fluid X12200056301	10-5-15-41160 HW Maint. Supplies-Vehicl	156.20	50253	11/08/21
100015	ALLEN ENGINEERING & CHEMI	10/29/21	chlorine 11152290701	20-5-55-50120 Sodium Hypochorite	598.40	50254	11/08/21
311028	AMERICAN LEGION POST #55	11/02/21	appropriation NOV 2021	10-5-25-70170 American Legion Post #55	6250.00	50255	11/08/21
310590	AMERICAN WINDOW CLEANING	11/02/21	oct windows 6343	10-5-22-43100 Town Office	50.00	50256	11/08/21
300541	ARC RUTLAND AREA	11/02/21	appropriation NOV 2021	10-5-25-70330 ARC of Rutland	875.00	50257	11/08/21
330468	ATHERTON, DAVID J	10/29/21	mileage reimbursement 10/29/21	10-5-10-10310 Travel & Expenses	134.40	50258	11/08/21
100655	BLSG INSECT CONTROL DISTR	11/02/21	appropriation NOV 2021	10-5-17-71800 Mosquito Control	10122.82	50259	11/08/21
100245	BRANDON AREA CHAMBER OF C	11/02/21	appropriation NOV 2021	10-5-25-70140 Chamber of Commerce	250.00	50260	11/08/21
100305	BRANDON AREA RESCUE SQUAD	11/02/21	appropriation NOV 2021	10-5-25-70130 Brandon Rescue Squad	7000.00	50261	11/08/21
100275	BRANDON FREE PUBLIC LIBRA	11/02/21	appropriation NOV 2021	10-5-25-70470 Brandon Library	7666.67	50262	11/08/21
100625	BRANDON INDEPENDENCE DAY	11/02/21	appropriation NOV 2021	10-5-25-70110 BIDCC -4th of July Com.	1500.00	50263	11/08/21
100280	BRANDON LUMBER & MILLWORK	10/25/21	tarps 909761/3	20-5-55-43160 Maint. Supplies - General	115.57	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	10/29/21	trash bags 910269/3	10-5-22-43170 Trash costs-Transfer Stat	31.98	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	10/29/21	anti-freeze for fountains 910270/3	10-5-22-43160 Parks Maint.	42.00	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/01/21	bolts for ballot box 910613/3	10-5-13-20010 Elections	31.92	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/02/21	items for fountains 910775/3	10-5-22-43160 Parks Maint.	34.33	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/02/21	items for fountains 910782/3	10-5-22-43160 Parks Maint.	63.87	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/02/21	items for fountains 910811/3	10-5-22-43160 Parks Maint.	12.99	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/02/21	batteries/anti-freeze 910827/3	10-5-22-43160 Parks Maint.	29.94	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/02/21	batteries/anti-freeze 910827/3	10-5-22-43080 Highway Bldg Maint	6.59	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/03/21	items for fountains 910959/3	10-5-22-43160 Parks Maint.	1.24	50264	11/08/21
100280	BRANDON LUMBER & MILLWORK	11/04/21	trash bags 911051/3	10-5-22-43170 Trash costs-Transfer Stat	33.98	50264	11/08/21
310688	BRANDON POLICE DEPT	10/25/21	reimb petty cash NOV 2021	10-5-14-30110 Office Supplies	19.07	50265	11/08/21
310688	BRANDON POLICE DEPT	10/25/21	reimb petty cash NOV 2021	10-5-14-30132 Postage Expenses PD	22.39	50265	11/08/21
100310	BRANDON SENIOR CITIZENS C	11/02/21	appropriation NOV 2021	10-5-25-70480 Senior Citizen Center	1125.00	50266	11/08/21

11/05/21  
11:26 am

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63510 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 11/08/21 To 11/08/21

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310049	BROOK FIELD SERVICES	10/15/21 generator maint agreement 2022	10-5-22-43180 Maint. Supplies Bldgs.	541.66	50267	11/08/21
310049	BROOK FIELD SERVICES	10/15/21 generator maint agreement 2022	20-5-55-20240 Contractors	1083.34	50267	11/08/21
301071	CHAMBER AND ECONOMIC DEVE	10/01/21 membership 2022 1263	10-5-17-71600 REDC	500.00	50268	11/08/21
300604	CHAMPLAIN CONSTRUCTION CO	10/31/21 sand BRANOCT2021	10-5-15-47120 Winter Sand	1110.69	50269	11/08/21
301503	CHAMPLAIN VALLEY FUELS	10/28/21 diesel fuel 550915	10-5-15-41130 Fuel - Vehicles HW	1644.15	50270	11/08/21
310097	COMCAST	10/21/21 service: 10/28 - 11/27 WW 10/21/21	20-5-55-42100 Wastewater Telephone	190.69	50271	11/08/21
310177	COTT SYSTEMS, INC.	11/02/21 november host fee 143288	10-5-13-30123 Records Preservation	250.00	50272	11/08/21
310733	DENTON & SON	11/01/21 rubbish removal (grit) OCT2021	20-5-55-50160 Sludge Disposal	425.00	50273	11/08/21
100456	DUBOIS & KING INC	10/31/21 S6 CI Progress rpt # 101 1021381	46-5-50-61200 RT 7 C.I. - Construction	598.50	50274	11/08/21
300466	DUNDON PLUMBING & HEATING	10/20/21 portable toilet fee 66775	10-5-18-40000 Youth Soccer	115.00	50275	11/08/21
300466	DUNDON PLUMBING & HEATING	10/20/21 portable toilet fee 66775	10-5-18-60100 Seminary Hill	115.00	50275	11/08/21
300466	DUNDON PLUMBING & HEATING	10/27/21 removed sand from wetwell 66920	20-5-55-20240 Contractors	555.00	50275	11/08/21
310194	ECONO SIGNS LLC	09/28/21 signs and posts 10-970650	10-5-15-45120 Signs & Posts	2274.10	50276	11/08/21
100494	ENDYNE INC	10/22/21 testing 389746	20-5-55-22120 Testing	25.00	50277	11/08/21
100494	ENDYNE INC	10/28/21 testing 390346	20-5-55-22120 Testing	135.00	50277	11/08/21
100494	ENDYNE INC	10/29/21 testing 390389	20-5-55-22120 Testing	25.00	50277	11/08/21
100756	F W WEBB COMPANY	10/18/21 plug 73455617	20-5-55-43160 Maint. Supplies - General	10.51	50278	11/08/21
300492	FASTENAL COMPANY	10/18/21 o-rings VTRUT111305	20-5-55-43160 Maint. Supplies - General	2.23	50279	11/08/21
100615	FISHER SCIENTIFIC COMPANY	10/29/21 wipes 2993827	20-5-55-30120 Professional Supplies	5.36	50280	11/08/21
300187	FLORENCE CRUSHED STONE	10/23/21 3/4 minus 230943	10-5-15-46140 Gravel	1464.89	50281	11/08/21
310054	FULLER, DEVON	11/02/21 musicians 152	10-5-21-75000 Economic Development	850.00	50282	11/08/21
100650	GALLS LLC	10/06/21 uniform & equipment 019457219	10-5-14-10320 Clothing Allowance	281.29	50283	11/08/21
100650	GALLS LLC	10/06/21 uniform & equipment 019457219	10-5-14-30120 Professional Supplies	42.10	50283	11/08/21
100725	GREEN MOUNTAIN GARAGE	10/12/21 oil 174061	10-5-15-41160 HW Maint. Supplies-Vehicl	13.69	50284	11/08/21
100725	GREEN MOUNTAIN GARAGE	10/14/21 inspect trk #2 & trailer 174176	10-5-15-41160 HW Maint. Supplies-Vehicl	100.00	50284	11/08/21



11/05/21  
11:26 am

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 63510 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 11/08/21 To 11/08/21

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Jacolyn

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100725	GREEN MOUNTAIN GARAGE	10/25/21	pliers 174676	10-5-15-41160 HW Maint. Supplies-Vehicl	8.08	50284	11/08/21
100725	GREEN MOUNTAIN GARAGE	10/28/21	bulbs, deicer, blades 174809	10-5-15-41160 HW Maint. Supplies-Vehicl	218.02	50284	11/08/21
100725	GREEN MOUNTAIN GARAGE	10/29/21	oil & hydraulic fluid 174874	10-5-15-41160 HW Maint. Supplies-Vehicl	1521.45	50284	11/08/21
100725	GREEN MOUNTAIN GARAGE	11/02/21	inspection of truck #6 175018	10-5-15-41160 HW Maint. Supplies-Vehicl	50.00	50284	11/08/21
100725	GREEN MOUNTAIN GARAGE	11/04/21	jack 175112	20-5-55-41180 Maintenance-Vehicles	59.69	50284	11/08/21
310622	GREG'S TIRE SALES & SERVI	11/01/21	tire repair 55259	20-5-55-20240 Contractors	26.05	50285	11/08/21
300600	HOLLAND COMPANY INC	11/04/21	sodium bisulfite 12185	20-5-55-50140 Sodium Bisulfite	1978.76	50286	11/08/21
300600	HOLLAND COMPANY INC	11/04/21	sodium aluminate 12186	20-5-55-50150 Sodium Aluminate	6293.04	50286	11/08/21
310552	INNOVATIVE SURFACE SOLUTI	10/22/21	proguard mag INV61232	10-5-15-46150 Chloride	3829.25	50287	11/08/21
301086	LABEN-HARDT, MELINDA	10/28/21	Fall archery class 498	10-5-18-40040 After School Activity	480.00	50288	11/08/21
310664	LAFAYETTE, KATEY	10/29/21	refund / class canceled NOV2021	10-5-18-50070 Dance Lessons	45.00	50289	11/08/21
301112	LOWELL LANDSCAPE AND FENC	11/04/21	Park & Ride construction 110421	56-5-19-20240 Park & Ride Contractors	51250.00	50290	11/08/21
330377	MATTHEW BENDER & COMPANY,	10/11/21	VT STAT 2021 supp pkg 27724905	10-5-14-10330 Dues & Subscriptions	307.81	50291	11/08/21
100949	MITCHELL TEES & SIGNS, IN	10/27/21	clothing for Academy 76637	10-5-14-10320 Clothing Allowance	397.00	50292	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-18-10218 HRA	2.50	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-22-10218 HRA	2.50	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	20-5-55-10218 HRA WW	5.00	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-14-10218 HRA PD	5.00	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-15-10218 HRA HW	5.00	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-10-10218 HRA Admin	5.00	50293	11/08/21
301083	MVP SELECT CARE INC	11/03/21	Oct. 2021 - HRA 2021-10	10-5-13-10218 HRA	5.00	50293	11/08/21
300463	NATIONAL BANK OF MIDDLEBU	11/03/21	recording over payment NOV 2021	10-4-13-04580 Records Preservation	8.00	50294	11/08/21
300463	NATIONAL BANK OF MIDDLEBU	11/03/21	recording over payment NOV 2021	10-4-13-04510 Land Records	22.00	50294	11/08/21
310796	NATIONAL BUSINESS LEASING	10/09/21	lease: 10/1/21 - 10/31/21 74095620	10-5-10-30130 Service Contracts	102.00	50295	11/08/21
310795	NATIONAL BUSINESS TECHNOL	10/22/21	service contract printers IN449960	10-5-10-30130 Service Contracts	40.73	50296	11/08/21

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TOWN OF BRANDON Accounts Payable  
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Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310795	NATIONAL BUSINESS TECHNOL	10/22/21	service contract copiers IN449961	10-5-10-30130 Service Contracts	100.00	50296	11/08/21
100788	NEW ENGLAND MUNICIPAL RES	10/09/21	Marshall Swift - FY 21/22 48878	10-5-11-22140 Property Assessor	664.79	50297	11/08/21
310794	PIONEER MANUFACTURING COM	10/27/21	soccer nets INV816900	10-5-18-40000 Youth Soccer	227.70	50298	11/08/21
100478	ROYAL GROUP, INC.	10/31/21	alarm monitoring 684104	10-5-22-43080 Highway Bldg Maint	265.00	50299	11/08/21
300375	RUTLAND CITY	10/26/21	Sept sludge removal 30177SLUDG	20-5-55-50160 Sludge Disposal	5100.00	50300	11/08/21
100492	RUTLAND MENTAL HEALTH SER	11/02/21	appropriation NOV 2021	10-5-25-70210 Rutland Mental Health	1656.00	50301	11/08/21
100006	SOUTHWESTERN VT COUNCIL O	11/02/21	appropriation NOV 2021	10-5-25-70190 SW VT Council on Aging	600.00	50302	11/08/21
310921	STEARNS SERVICES LLC	10/27/21	consulting fee 1111	10-5-10-30130 Service Contracts	360.00	50303	11/08/21
310099	STEPHEN A DOUGLAS BIRTHPL	11/02/21	appropriation NOV 2021	10-5-25-70430 Stephen A. Douglas Inc.	625.00	50304	11/08/21
330348	VERIZON WIRELESS	10/13/21	service: Sep 14 - Oct 13 9890635423	20-5-55-42100 Wastewater Telephone	40.39	50305	11/08/21
330348	VERIZON WIRELESS	10/13/21	service: Sep 14 - Oct 13 9890635423	10-5-21-10310 Travel & Expenses	20.19	50305	11/08/21
330348	VERIZON WIRELESS	10/13/21	service: Sep 14 - Oct 13 9890635423	10-5-18-42100 Recreation Telephone	20.20	50305	11/08/21
330348	VERIZON WIRELESS	10/13/21	service: Sep 14 - Oct 13 9890635423	10-5-15-42100 HW Telephone	40.39	50305	11/08/21
330348	VERIZON WIRELESS	10/13/21	service: Sep 14 - Oct 13 9890635423	10-5-14-42100 PD Telephone Service	40.39	50305	11/08/21
330348	VERIZON WIRELESS	10/22/21	service: Sep 23 - Oct 22 9891220787	10-5-14-20233 MDT/Aircards	240.06	50305	11/08/21
100485	VNA & HOSPICE OF THE SOUT	11/02/21	appropriation NOV 2021	10-5-25-70200 RAVNA	2550.00	50306	11/08/21
301115	WHITNEY, SARAH	10/21/21	cheer stunt certification 10/21/21	10-5-18-40090 Cheerleading	88.00	50307	11/08/21
100577	WILK PAVING, INC	10/27/21	paving-various locations W21-140	10-5-15-46110 Paving Roads	235590.99	50308	11/08/21



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TOWN OF BRANDON Accounts Payable  
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Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
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		Report Total		363428.54		
				=====		

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 \$ \*\*\*363,428.54  
Let this be your order for the payments of these amounts.

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