

**REQUEST FOR PROPOSAL (RFP)**  
**DEMOLITION AND SITE STABILIZATION OF FLOOD-DAMAGED**  
**RESIDENTIAL PROPERTY**  
**301 NEWTON ROAD**  
**337 NEWTON ROAD**  
**17 BURKE PARK**  
**TOWN OF BRANDON, VT**

## **1. SUMMARY AND BACKGROUND**

The Town of Brandon is participating in the Hazard Mitigation Grant Program administered through the Flood Resilience Communities Fund (FRCF) which provides funding to towns to purchase and demolish properties damaged in natural disasters. This is a federally-funded program administered by the State of Vermont Department of Public Safety. The properties included in this RFP has been purchased by the Town of Brandon. The funding for this project is provided by these grants to the Town of Brandon.

Contractors will provide their competitive bid to demolish and/or remove all improvements, including but not limited to, septic systems, water wells, buildings, foundations, electrical and phone lines, pavement, parking, fuel tanks, debris, and household hazardous materials. Any Vehicles on the property must also be removed. All asbestos-containing material shall be abated by a firm licensed to do such work in Vermont in accordance with Vermont rules prior to demolition.

Contractors are responsible for returning the project site to a smooth, graded, stabilized, and vegetated condition that is in accordance with all applicable federal, state, and local statutes, policies, plans, and regulations.

## **2. PROPOSAL GUIDELINES AND FORMAT**

**Contractors must submit the following four items with their bid. If any of these items are not submitted by the bid due date the bid will be considered nonresponsive and will be rejected. Contractors must also attend the pre-bid conference or their bid will be rejected.**

1. Bid Forms (page 9 & 10 of this document). Complete one for each property.
2. Contractor's proof of insurance
3. References from three previous clients

4. Copy of pages 4 and 5 of this RFP with boxes checked to indicate contractor's choice (to indicate, for example, if contractor will remove or puncture and fill septic tanks)

The Town of Brandon is requesting lump sum bids. Contractors shall provide a cost for the project using the Bid Forms included in this document. Each contractor's total bid for this project will be the sum of the bid forms.

Section 4 of this RFP shows options that can be used for certain aspects of the demolition and site work (to indicate, for example, if septic tanks will be removed or punctured and left in place). Contractors should indicate the method that they will use by marking the check boxes provided for # 1, 2, 3, 6, and 7. If additional space is needed please provide an attachment for Section 4 that clearly shows which options will be used.

**A mandatory pre-bid meeting will take place on August 14<sup>th</sup> at 10:00 on site at:**

**310 Newton Road, Brandon VT 05733**

**337 Newton Road, Brandon VT 05733**

**17 Burke Park, Brandon VT 05733**

**Bid packages must be received by the Town of Brandon by August 21<sup>ST</sup>, 2023 at 2:00 p.m.**

and can be submitted as follows:

Mailed or Delivered to:

Town of Brandon  
c/o Deputy Town Manager  
49 Center Street  
Brandon, VT 05733

Electronically (by link or attachment)

[bmoore@townofbrandon.com](mailto:bmoore@townofbrandon.com)

The winning bidder will be selected by the sole judgment of the Town of Brandon Deputy Town Manager based on technical expertise and experience, cost, project schedule, and completeness of proposal. The Town of Brandon reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The Town Manager reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

The selected contractor will work for the Town of Brandon and will be responsible to the town for satisfactory completion of the project. Payment for services rendered in accordance with the contract will be made within 30 days of successful completion of the final inspection of the property.

All contractors and subcontractors must have the following, and provide proof thereof, prior to executing a contract with the Town of Brandon:

- a) License or certification for any work to be provided, as required.
- b) Insurance coverage as noted in this document.
- c) Technical capability, education, or expertise with regards to the skills and knowledge required to perform residential demolition projects.
- d) Contract information for three recent and unduplicated clients for similar projects, which need to include name, contact person, date of work, address and phone number.

### **3. PROJECT SPECIFICATIONS**

1. This project consists of demolition, disposal, and required site work for the following properties:
2. The locations and other particulars are identified in attachment(s) for each property that include the following:
  - Parcel card
  - Property deed
  - Tax Map
3. All work on the project as a whole must be completed within forty-five (45) days of the Notice to Proceed. If additional time is required for any reason, including weather delays and delays caused by the community, the State, or FEMA, the Contractor must provide a written request for extension, which then must be approved by the Town of Brandon.

### **4. REQUIREMENTS**

#### **Required Professional Services**

Contractor Services are to be provided by an insured contractor, including subcontractors, in good-standing with the State of Vermont, holding any required certifications for the proposed work to be completed. A license or certification is required for the following professional services in Vermont: asbestos abatement, lead abatement, electrical, plumbing, and some aspects of septic system, water supply work. Services will be procured by competitive bid, and must be consistent with the Town of Brandon's bidding policy and are subject to the regulations in 24 CFR 85.36 as it pertains to procurement services. All contractors who wish to bid on the advertised project must meet all the minimum qualifications established by the Town of Brandon.

**Project Requirements**

1. All waste generated by the project shall be lawfully disposed of and the contractor shall provide manifests of such transport and disposal by firms licensed to operate and transport in Vermont. All costs of disposal are included in the bid.

All buildings, structures shall be demolished and removed unless noted below:

None

\_\_\_\_\_

2. Septic tanks must be pumped, and filled in place with clean fill, crushed in place, or removed and properly disposed of in accordance with the most recent adoption of Chapter 1 of the Vermont Environmental Protection Rules: Wastewater System and Potable Water Supply Rules.

Septic tanks shall be:

Removed or

Punctured and filled with sand and left on site.

3. Septic lines and distribution boxes shall be:

Removed or

Left in place.

4. Unless otherwise noted, wells must be properly abandoned in accordance with the most recent adoption of Chapter 21 of the Vermont Environmental Protection Rules: Water Supply Rule and sealed no less than 1 foot below finished grade. Springs shall be filled.

5. No demolition or site work shall take place within the town or state road right of way unless as directed below:

None

\_\_\_\_\_

6. Concrete or stone foundations shall be:

Removed and recycled or landfilled;

Foundation stones shall be left on site as follows;

Broken up and buried in the foundation hole on site so long as (1) the concrete is not coated with lead based paint, (2) the contractor obtains an “Insignificant Waste Management Event Approval” from the VTDEC, and (3) the floor was

broken up so as not to retain water and walls are removed to at least one foot below grade;

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7. Contractors are responsible for all access permits and sufficient access to the site, including traffic control and temporary bridges/culverts, if needed.
8. Erosion control shall be provided using Best Management Practices as outlined at <http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm> or State of Vermont standards for construction if stricter.
9. Existing trees and vegetation outside of the needed project area shall be protected with snow fencing or stakes and flagging.
10. If demolition results in excavation, holes, or unusual contours, then finish grading and/or fill may be required to return the site to a “natural” state, including vegetation. Woody debris on site shall be left in place unless otherwise directed by River Engineer. Standard conservation seeding of the graded site is included in the bid. In cases where the flood has scoured away topsoil, sufficient topsoil shall be brought in as needed to reestablish vegetation. Any off-site fill used on site must be clean and free of invasive plants. If gravel material is required to be removed from the site by the River Engineer, it shall not be placed in any flood zone off site.
11. Site work will be coordinated with the town so as to not hinder subsequent reuse. Live trees and shrubs shall be preserved, unless not feasible due to demolition.
12. Specific site work may be required by permits and such work is included in this bid, therefore potential contractors are encouraged to obtain an understanding of such requirements as change orders due to permit conditions will not be allowed. Possible requirements may include dates of work, removal of material, grading, bank alterations, temporary erosion control, berm removal, etc.
13. Contractors are responsible for any and all permits, notices and certifications, and shall provide a copy of all to the town. Any work within locally regulated flood zones or other areas will require a town permit that is the responsibility of the contractor to obtain prior to beginning work. In addition, any work within the “top of bank” will require either an individual or general stream alteration permit from the State River Engineer, or a letter stating that no permit is needed, that is the responsibility of the contractor to obtain prior to the beginning of work. Also, contractors shall coordinate with the River Engineer to see if any permit is required from the US Army Corps of Engineers, and if such permit is

required shall obtain it prior to beginning work. Contractors shall provide the town with copies of the permits or certifications that no such permits are needed.

14. All buildings have been tested for asbestos containing materials (ACM) by a qualified firm, and if present, shall be abated by a firm licensed to do such work in Vermont in accordance with Vermont rules prior to demolition. An abatement certification, in cases where abatement is needed, shall be provided to VTDOH and the town.
15. The contractor is responsible for the required EPA/DEC notice prior to demolition and shall provide the town a copy. The contractor is responsible for notifying Dig Safe.
16. Household hazardous wastes, mercury containing thermostats, fuel tanks, florescent bulbs and ballasts and shall be removed prior to demolition and disposed of properly. Fuel tanks shall be emptied, removed and disposed of per Vermont regulations by qualified contractors.
17. If a petroleum storage tank is present, then only certified firms may do removal of such and notice must be sent to DEC prior to removal and a full closure report done, including any required testing. A copy of all testing and a closure report will be provided to the town. If contamination is found on the property, or if during work a spill occurs, stop work and contact 800-641-5005 to make a report and obtain guidance on the next steps to take regarding cleanup. Please alert the State Hazard Mitigation Officer as this may result in a change to the scope of work, timeline, and ensuring adequate funding is available.
18. All mobilization and demobilization costs are included in the bid.
19. If any archeological deposits, including Native American pottery, stone tools, bones, or human remains are uncovered during site work, the project shall be halted, the town and TRORC notified, and reasonable measures taken to preserve the area and restrict access. Work shall only recommence upon state and federal permission.
20. Salvage of metals, untreated lumber, recycling of asphalt and concrete, and deconstruction of usable items is encouraged, however all materials salvaged must be free of asbestos, and any salvage must have a manifest as to its destination. Burying or burning of any materials is not allowed.
21. The Town of Brandon makes no warranty that the site is safe to work on. Building and structures may have been structurally compromised and the site itself may be unstable. The contractor shall have a health and safety plan for workers on site, comply with all OSHA/VOSHA rules, and shall post the site during work for authorized personnel only.

22. The contractor shall not operate on the site earlier than 6 A.M. or later than 8 P.M.

24. **Insurance**

The Contractor must provide certificates of insurance to show that the following minimum coverages are in effect:

Workers Compensation: With respect to all operations performed, any contractors shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: All contractors shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Any contractors shall be required to name the Town, its officers and employees as additional insureds for liability.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

**5. BID FORM:**

**CONTRACTOR:** \_\_\_\_\_

The Bidder agrees to perform all work described in the RFP for the following Total Bid for this property:

NOTE:

\* Bids shall include the cost of all subcontractors, sales tax, and other applicable taxes and fees

\* The contractor selected will be held responsible for the total lump sum bid for this project not for individual line items on worksheet(s)

Parcel Number: **0010-0301**

Address of Property: **301 Newton Road, Brandon VT 05733**

Site Preparation/Mobilization Costs: \$ \_\_\_\_\_

Cost to Raze Primary Structure: \$ \_\_\_\_\_

Cost to Raze Foundations/Slabs: \$ \_\_\_\_\_

Cost to Raze Other Site Improvements: \$ \_\_\_\_\_

Disposal Costs \$ \_\_\_\_\_

Cost to Properly Abandon Septic System or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Abandon Water Supply or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Remove Fuel Tank from Service: \$ \_\_\_\_\_

Cost to Abate Asbestos: \$ \_\_\_\_\_

Other (describe below): \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

Salvage (describe below): (\$ \_\_\_\_\_)

**Net Dollar Amount (Total Bid for this Property)** \$ \_\_\_\_\_

Contractor's Notes for "Other" Costs:

Contractor's Description of Proposed Salvage:



**6. BID FORM:**

CONTRACTOR: \_\_\_\_\_

The Bidder agrees to perform all work described in the RFP for the following Total Bid for this property:

NOTE:

\* Bids shall include the cost of all subcontractors, sales tax, and other applicable taxes and fees

\* The contractor selected will be held responsible for the total lump sum bid for this project not for individual line items on worksheet(s)

Parcel Number: 0010-0337

Address of Property: 337 Newton Road, Brandon VT 05733

Site Preparation/Mobilization Costs: \$ \_\_\_\_\_

Cost to Raze Primary Structure: \$ \_\_\_\_\_

Cost to Raze Foundations/Slabs: \$ \_\_\_\_\_

Cost to Raze Other Site Improvements: \$ \_\_\_\_\_

Disposal Costs \$ \_\_\_\_\_

Cost to Properly Abandon Septic System or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Abandon Water Supply or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Remove Fuel Tank from Service: \$ \_\_\_\_\_

Cost to Abate Asbestos: \$ \_\_\_\_\_

Other (describe below): \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

Salvage (describe below): (\$ \_\_\_\_\_)

**Net Dollar Amount (Total Bid for this Property)** \$ \_\_\_\_\_

Contractor's Notes for "Other" Costs:

Contractor's Description of Proposed Salvage:

**5. BID FORM:**

**CONTRACTOR:** \_\_\_\_\_

The Bidder agrees to perform all work described in the RFP for the following Total Bid for this property:

NOTE:

\* Bids shall include the cost of all subcontractors, sales tax, and other applicable taxes and fees

\* The contractor selected will be held responsible for the total lump sum bid for this project not for individual line items on worksheet(s)

Parcel Number: **9998-0010**

Address of Property: **17 Burke Park, Brandon VT 05733**

Site Preparation/Mobilization Costs: \$ \_\_\_\_\_

Cost to Raze Primary Structure: \$ \_\_\_\_\_

Cost to Raze Foundations/Slabs: \$ \_\_\_\_\_

Cost to Raze Other Site Improvements: \$ \_\_\_\_\_

Disposal Costs \$ \_\_\_\_\_

Cost to Properly Abandon Septic System or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Abandon Water Supply or Municipal Service Connection: \$ \_\_\_\_\_

Cost to Properly Remove Fuel Tank from Service: \$ \_\_\_\_\_

Cost to Abate Asbestos: \$ \_\_\_\_\_

Other (describe below): \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

Salvage (describe below): (\$ \_\_\_\_\_)

**Net Dollar Amount (Total Bid for this Property)** \$ \_\_\_\_\_

Contractor's Notes for "Other" Costs:

Contractor's Description of Proposed Salvage:

## Residential Property Record Card

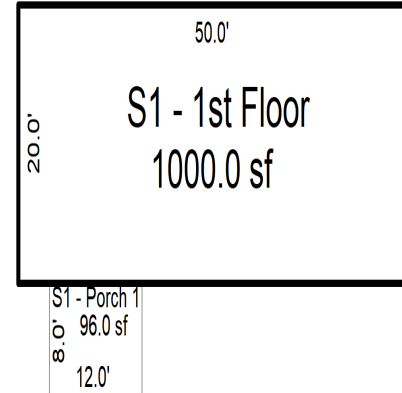
Date Printed 07/26/20

### Owner Information

Parcel 9998-0010  
 Owner LEGAULT NORMAN A  
  
 14 CORONA ST  
 BRANDON, VT 05733-9176  
 Location 17 BURKE PARK  
 Descr: MH & 1.16 AC

### Parcel Value Information

Land Value	36,600	Homestead	52,900
Dwelling Value	1,300	Housesite	52,900
Site Imprvmt	15,000		
Outbuildings	0		
Misc. Adj.	0		
<b>Total</b>	<b>52,900</b>		



### Parcel Information

Tax Map #	15-21-01.03-03	NBHD	4
Span	078-024-11296	Acres	1.16
Status	A - Active	Last Update	07/26/20

### Sales Information

Book	218	Sale Date	11/30/12
Page	789	Sale Price	11,250

Sketch Updated: 07/26/20

## BUILDING

Total Rooms	6	Year Built	1971	Building SF	1000	Energy Adj	Average	Roughins	1
Bedrooms	2	Effect Age	49.0	Quality	3.00	Bsmt Wall	NoData	Plumb Fixt	5
Full Baths	1	Condition	Fair/Avg	Style	1 Story	Bsmt SF	0	Fireplaces	0
Half Baths	0	Phys Depr	98	Design	DbiWide	Bsmt Fin	No Data	Porch	96
Kitchens	1	Funct Depr	0	Bldg Type	Mobile	Bsmt Fin SF	0	Gar/Shed	0
		Econ Depr	0					% Complete:	0

## WARRANTY DEED

**KNOW ALL PERSONS BY THESE PRESENTS** that **NORMAN LEGAULT**, also known as Norman Amy Legault, of Brandon, in the County of Rutland, and State of Vermont, Grantor, in consideration of Ten or More Dollars paid to his full satisfaction by the **TOWN OF BRANDON**, a municipality located in the County of Rutland, and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **TOWN OF BRANDON**, and its successors and assigns forever, certain lands and premises in the Town of Brandon, County of Rutland, and State of Vermont, described as follows, viz:

**PARCEL 1:** Being all and the same lands and premises conveyed to Norman Amy Legault in a Quit Claim Deed from BAT Holdings One, LLC dated December 18, 2012, and recorded in the Brandon Land Records in Book 218 at Page 789.

**PARCEL 2:** Being all and the same lands and premises conveyed to Norman Legault in a Warranty Deed from Ralph French and Vicki French dated January 5, 2015, and recorded in the Brandon Land Records in Book 225 at Page 477.

The Property is conveyed subject to and with the benefit of all easements and rights of way as further referenced in the above-referenced Deeds.


SUBJECT TO all utility rights of way of record, provided that encumbrances otherwise extinguished by the operation of law, including the Vermont Marketable Record Title Act as found in 27 V.S.A. Section 601, et seq., are not hereby revived.

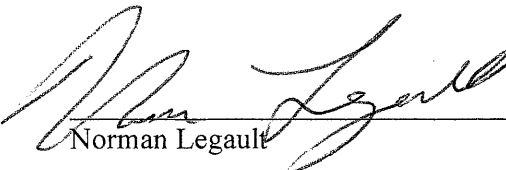
SUBJECT TO the terms and conditions of Exhibit A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **NORMAN LEGAULT**, for himself and his heirs, successors and assigns, does covenant with the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, that until the ensembling of these presents, he is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid. And he does hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 8th day of March, 2023.

IN PRESENCE OF:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Norman Legault

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

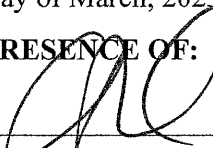
At Brandon, in said County and State, on this 8th day of March, 2023, personally appeared Norman Legault, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.


Before Me,   
\_\_\_\_\_  
Notary Public

Wanda M. Murray  
Notary Public State of Vermont  
Commission Expires: 1/31/2025  
Commission #0006359

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 8th day of March, 2023.


IN PRESENCE OF:

  
\_\_\_\_\_  
Witness.

TOWN OF BRANDON  
By:   
\_\_\_\_\_  
William F.V. Moore, Interim Town Manager  
and Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

At Brandon, in said County and State, on this 8th day of March, 2023, personally appeared William F.V. Moore, Interim Town Manager and Duly Authorized Agent for the Town of Brandon, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Town of Brandon.

Before Me,   
\_\_\_\_\_  
Notary Public

Wanda M. Murray  
Notary Public State of Vermont  
Commission Expires: 1/31/2025  
Commission #0006359

**EXHIBIT A**

In reference to the property ("Property") conveyed by the Warranty Deed by and between **NORMAN LEGAULT** participating in the Flood Resilient Communities Fund acquisition project through the State of Vermont, Department of Public Safety ("DPS") ("the Grantor") and the **TOWN OF BRANDON**, ("the Grantee"), its successors and assigns:

WHEREAS, the terms of the Flood Resilient Communities Fund provides a process for a local government to apply for funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Grantee has applied for and been awarded such funding from DPS and has entered into a Flood Resilient Communities Fund Subrecipient Grant Agreement with DPS and herein incorporated by reference;

WHEREAS, the terms of the Flood Resilient Communities Fund and the Subrecipient Grant Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. The following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to the Flood Resilient Communities Fund program requirements.

a. Compatible Uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; and buffer zones.

b. Structures and Improvements. No new structures or improvements shall be erected on the Property without prior written approval from DPS. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if DPS gives prior written approval of the transfer.

2. Inspection. DPS, its representatives and assigns, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years the Grantee shall submit to DPS a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the

Property continues to be maintained consistent with the provisions of the property conveyance and the grant award.

4. Enforcement. The Grantee and its representatives, successors, and assigns are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of the property conveyance and the grant award. The relative rights and responsibilities of DPS, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. DPS will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, DPS shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following.

i. Withholding DPS awards or assistance from the Grantee and the current holder of the property interest.

ii. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

iii. Bringing an action at law or in equity in a court of competent jurisdiction against the Grantee and its successors.

5. Amendment. This agreement may be amended upon signatures of DPS and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

*[End of Text.]*

Neshobe

Legault  
0.59 AS  
0.57 AS  
**15-21-1.03-03**

**15-21-19**

Kerr

**15-21-17**

Stone

**15-21-16**

15-21-1.03-01

(021)

**15-21-18**  
Moseley

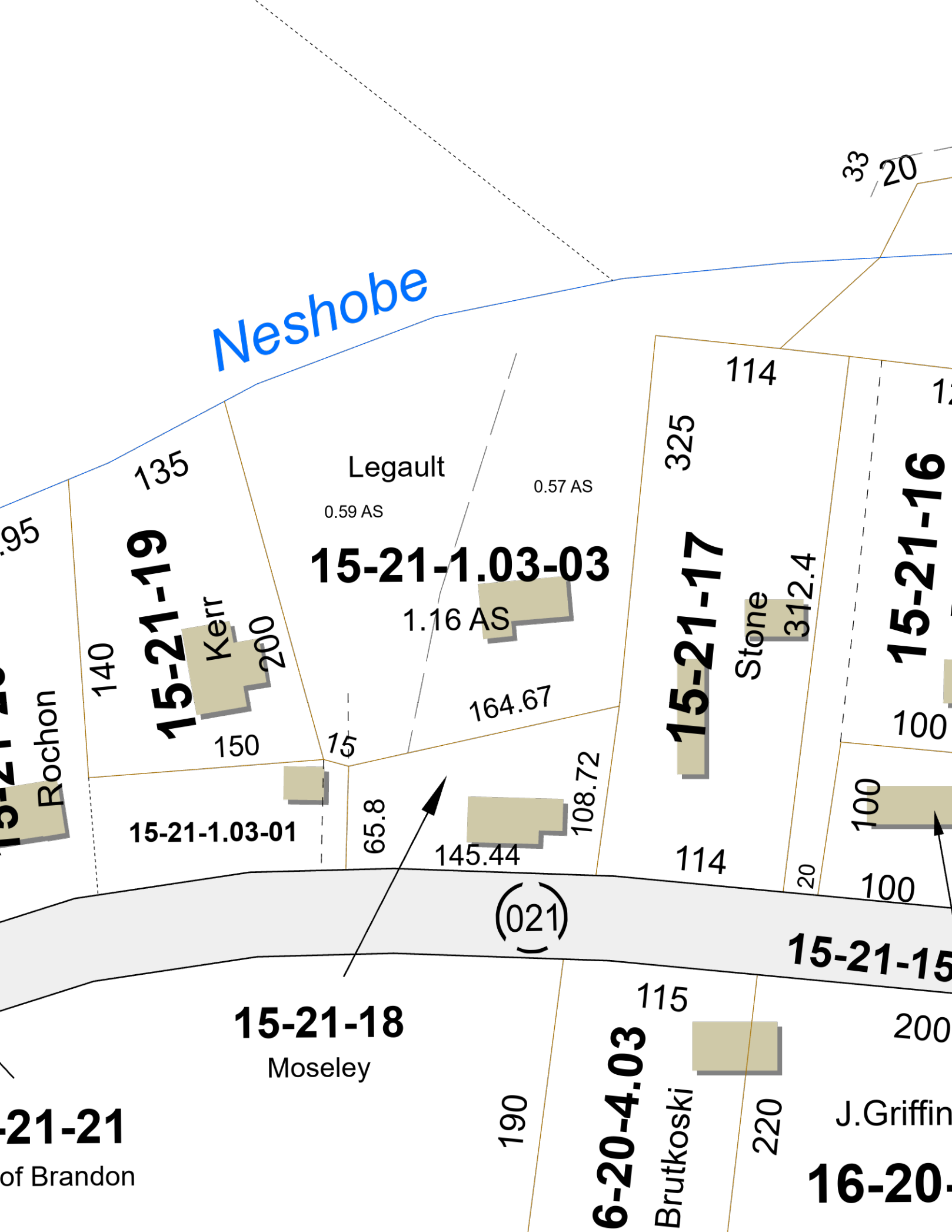
**6-20-4.03**

Brutkoski

**15-21-15**

J.Griffin  
**16-20-**

**-21-21**  
of Brandon






# Web Data

## Brandon, VT

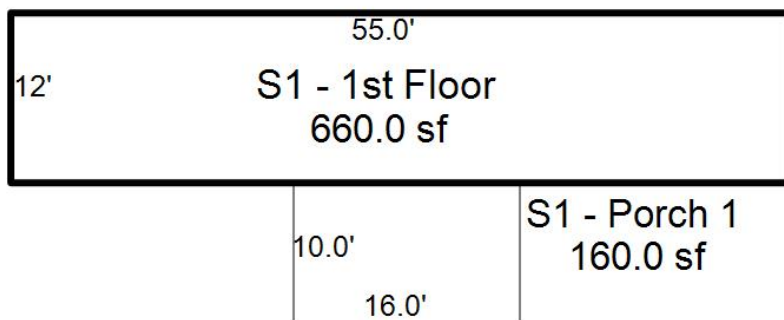
Official copies of data must be obtained at the Brandon Town Office.  
 Last Updated: September 20, 2022

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 www.nemrc.com

Owner Information			Parcel Value Information			
Parcel	0010-0301		Land Value	31,200	Homestead	62,700
Owner	DENTON VAN & SHARON		Dwelling Value	2,400	Housesite	62,700
	64 PAINT WORKS RD		Site Imprmnt	15,000		
	BRANDON, VT 05733-8616		Outbuildings	14,100		
Location	301 NEWTON RD		Total	62,700		
Sec/TWP/Range						
Descr	MH & .62 AC					
Parcel Information						
NBHD	9	SPAN 078-024-11809				
Acres	0.62	Status A - Active				
Sales Information						
Book	182	Sale Date 2006-04-18				
Page	34	Sale Price 51,000				

<b>BUILDING</b>	Total Rooms	3	Year Built	1970	Building SF	660.00	Energy Adj	Average	Roughins	1
	Bedrooms	1	Effect Age	50	Quality	3.00	Bsmt Wall	No Data	Plumb Fixt	5
	Full Baths	1	Condition	Avg/Good	Style	1 Story	Bsmt SF		Fireplaces	
	Half Baths		Phys Depr	94	Design	MobileHome	Bsmt Fin		Porch	160
	Kitchens	1	Funcnt Depr		Bldg Type	Mobile	Bsmt Fin SF		Gar/Shed	
	Econ Depr		Notes							
<b>LAND</b>	Land	1	Area	0.62	Grade	1.00	Frontage		Depth	

### Sketch



- ACKNOWLEDGMENT -

Return Received (including certificates and, if  
required Act. 250 Disclosure Statement)

Return No. 2023-106

Signed Sharon Denton Clerk

Date Oct 25, 2022

WARRANTY DEED

TOWN OF BRANDON, VT  
Received for record Oct 25 20 22  
at 10.31.4 M and recorded in  
Brandon Land Records, Book 256 Page 329-333  
Attest: Sharon Denton  
Town Clerk hsc

KNOW ALL PERSONS BY THESE PRESENTS that VAN DENTON and SHARON DENTON, husband and wife, of Brandon, in the County of Rutland, and State of Vermont, Grantors, in consideration of Ten or More Dollars paid to their full satisfaction by the TOWN OF BRANDON, a municipality located in the County of Rutland, and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, TOWN OF BRANDON, and its successors and assigns forever, certain lands and premises in the Town of Brandon, County of Rutland, and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Van Denton and Sharon Denton in an Administrator's Deed from Brenda Hackett, Executrix for the Estate of Edith Tucker, late of Brandon, Vermont, dated April 18, 2006, and recorded in the Brandon Land Records in Book 182 at Page 34, and being more particularly described therein as follows:

"Being all and the same lands and premises that were conveyed by Edith Tucker to Edith Tucker and Ernest Tucker by Warranty Deed dated April 29, 1992 and recorded in Book 110 at Page 194 of Brandon Land Records.

It being also all and the same lands and premises conveyed to Edith Tucker (therein designated 'Edith Vradenburg') by Quit Claim Deed of Ernest Vradenburg, dated December 21, 1982, recorded at Volume 86, Page 407 of the Brandon Land Records and therein described as follows, viz:

Beginning at a marble marker situated in the northerly edge of Town Highway No. 21 (the so-called Newton Thompson road) which marks the southwesterly corner of lands of Hazel Johnson; thence going North 20 deg. E. 100 ft. to a marble marker situated at the northwesterly corner of said Johnson; thence going S 69 deg.30min. E 100 to a marble marker situated in the westerly boundary of Charlotte Martin which also marks the northeasterly corner of said Johnson; thence N 20 deg.E. 212.5 ft along said Martin's lands to an iron pin situate ed in an old fence line; thence going N 69 deg. 30 min. W along said line and lands of Charles and Ruth Taylor 120 ft. to another iron pin situated in the northeasterly corner of lands of Stone (formerly Dayton); thence going S 20 deg. W. 212.4 ft. along said Stone's easterly boundary to an iron pin; thence continuing on said course and boundary line 100 ft. to a point in the northerly edge of said public highway; thence going easterly along said highway edge 20 ft. To the place of beginning.

Meaning and intending hereby to convey all my right, title and interest in and to all and the same lands and premises that were conveyed to myself and the herein Grantee, Edith Vradenburg by two certain deeds, namely; deed from Beatrice LaRock, widow, dated August 11, 1976 and recorded in Book 83, Page 181 and deed from Ronald and Linda Greeno dated August 17, 1976 also recorded in Book 83 at Page 181 of Brandon Land Records.

Reference is hereby made to a survey plat prepared by Maynard Welch Surveyor, entitled 'Land of Ernest A. and Edith Vradenburg, Forestdale, Brandon, VT, Sept 7, 1976': in aid of this description."

SUBJECT TO AND WITH THE BENEFIT OF "the right and privilege, in common with others, of using said road which runs along the westerly line of said parcel as a right of way from the main highway to the parcel herein conveyed, and together with the further right and privilege of laying, constructing and maintaining a sewer and water line from said parcel to the town water and sewer mains" as more particularly described in a Warranty Deed from Ronald Greeno and Linda Greeno to Ernest Vradenburg and Edith Vradenburg dated August 17, 1976, and recorded in the Brandon Land Records in Book 83 at Page 181.

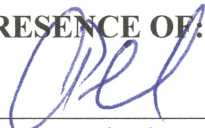
SUBJECT TO all utility rights of way of record, provided that encumbrances otherwise extinguished by the operation of law, including the Vermont Marketable Record Title Act as found in 27 V.S.A. Section 601, et seq., are not hereby revived.


SUBJECT TO the terms and conditions of Exhibit A attached hereto and made a part hereof.


**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, to their own use and behoof forever; and the said Grantors, **VAN DENTON** and **SHARON DENTON**, for themselves and their heirs, successors and assigns, do covenant with the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, that until the ensealing of these presents, they are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid. And they do hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 25th day of October, 2022.

IN PRESENCE OF:

  
\_\_\_\_\_  
Witness as to both

  
\_\_\_\_\_  
Van Denton

  
\_\_\_\_\_  
Sharon Denton

**STATE OF VERMONT  
COUNTY OF RUTLAND, SS.**

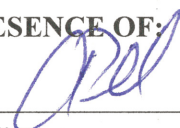
At Brandon, in said County and State, on this 25th day of October, 2022, personally appeared Van Denton and Sharon Denton, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.


Before Me,   
\_\_\_\_\_  
Notary Public

**Constance Tryon Pell, Esq.  
Notary Public State of Vermont  
Commission Expires: 1/31/2023  
Commission #0005464**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 25th day of October, 2022.

IN PRESENCE OF:

  
\_\_\_\_\_  
Witness:

**TOWN OF BRANDON**  
By:   
\_\_\_\_\_  
David J. Atherton, Town Manager and  
Duly Authorized Agent

**STATE OF VERMONT  
COUNTY OF RUTLAND, SS.**

At Brandon, in said County and State, on this 25th day of October, 2022, personally appeared David J. Atherton, Town Manager and Duly Authorized Agent for the Town of Brandon, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Town of Brandon.

Before Me,   
\_\_\_\_\_  
Notary Public

**Constance Tryon Pell, Esq.  
Notary Public State of Vermont  
Commission Expires: 1/31/2023  
Commission #0005464**

## EXHIBIT A

In reference to the property (“Property”) conveyed by the Warranty Deed by and between **VAN DENTON** and **SHARON DENTON** participating in the Flood Resilient Communities Fund acquisition project through the State of Vermont, Department of Public Safety (“DPS”) (“the Grantor”) and the **TOWN OF BRANDON**, (“the Grantee”), its successors and assigns:

WHEREAS, the terms of the Flood Resilient Communities Fund provides a process for a local government to apply for funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Grantee has applied for and been awarded such funding from DPS and has entered into a Flood Resilient Communities Fund Subrecipient Grant Agreement with DPS and herein incorporated by reference;

WHEREAS, the terms of the Flood Resilient Communities Fund and the Subrecipient Grant Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. The following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to the Flood Resilient Communities Fund program requirements.

a. Compatible Uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; and buffer zones.

b. Structures and Improvements. No new structures or improvements shall be erected on the Property without prior written approval from DPS. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices.

c. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if DPS gives prior written approval of the transfer.

2. Inspection. DPS, its representatives and assigns, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the

Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years the Grantee shall submit to DPS a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of the property conveyance and the grant award.

4. Enforcement. The Grantee and its representatives, successors, and assigns are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of the property conveyance and the grant award. The relative rights and responsibilities of DPS, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. DPS will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, DPS shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following.

i. Withholding DPS awards or assistance from the Grantee and the current holder of the property interest.

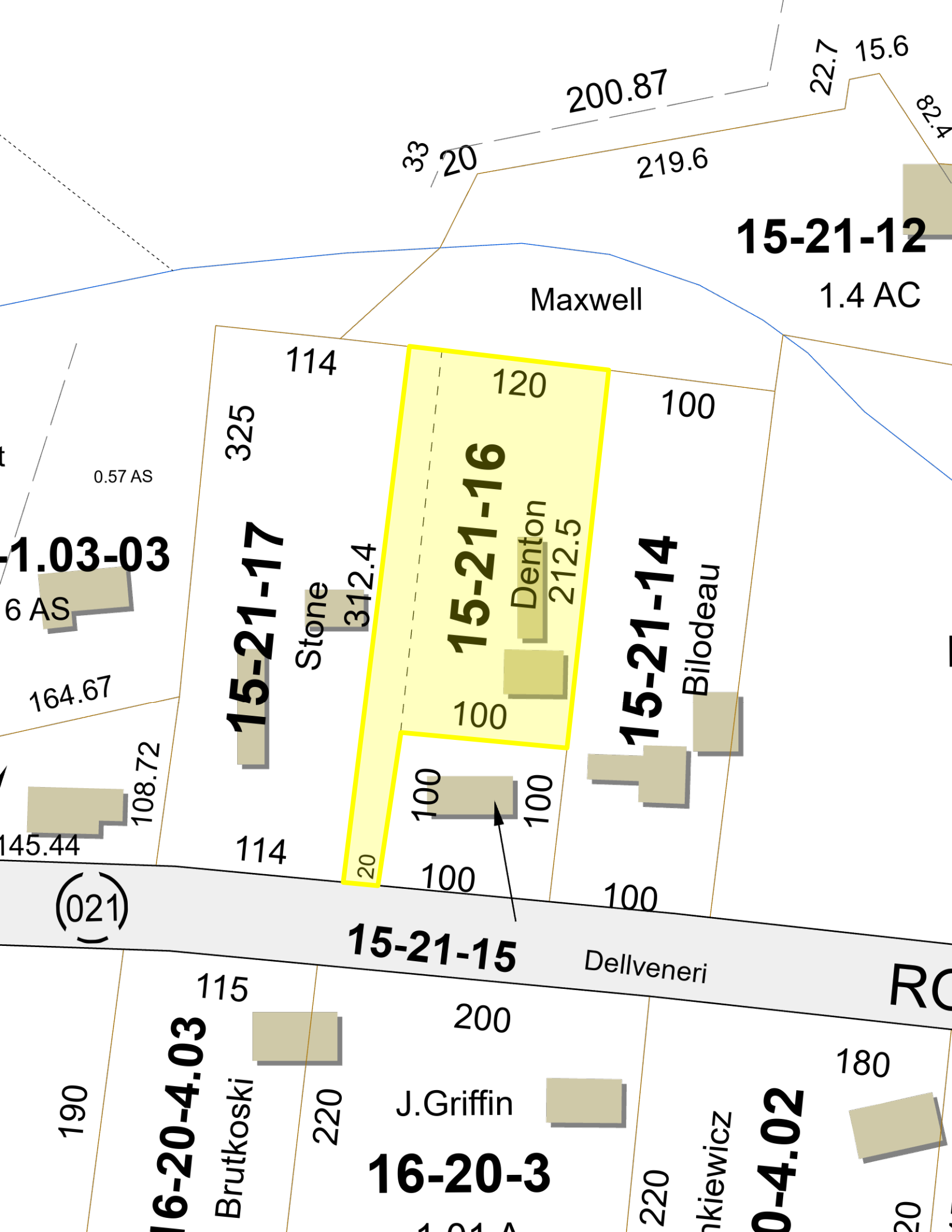
ii. Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

iii. Bringing an action at law or in equity in a court of competent jurisdiction against the Grantee and its successors.

5. Amendment. This agreement may be amended upon signatures of DPS and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

*[End of Text.]*



**15-21-12**

1.4 AC

Maxwell

**15-21-17**

**15-21-16**

**15-21-14**

**15-21-15**

**16-20-4.03**

**16-20-3**

**0-4.02**

Brutkoski

J. Griffin

ankiewicz

Stone

Denton

Bilodeau

Dellveneri

RC

0.57 AS

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# Web Data

## Brandon, VT

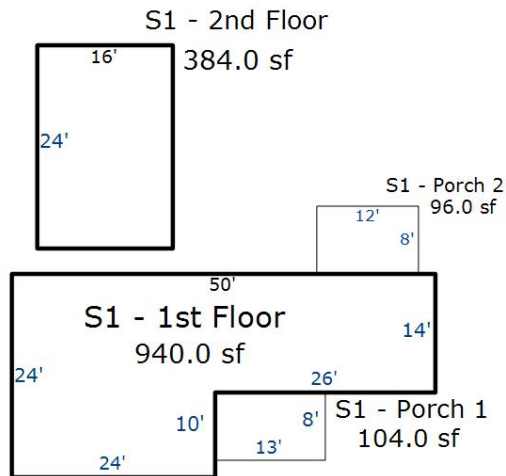
Official copies of data must be obtained at the Brandon Town Office.  
 Last Updated: September 20, 2022

Powered by  
 www.nemrc.com

Owner Information		Parcel Value Information	
Parcel	0010-0337	Land Value	28,400 Homestead 116,300
Owner	MOSELEY DAMON R 337 NEWTON RD BRANDON, VT 05733	Dwelling Value	72,900 Housesite 116,300
Location	337 NEWTON RD	Site Imprvmt	15,000
Sec/TWP/Range		Outbuildings	
Descr	DWL & .34 AC	Total	116,300
<b>Parcel Information</b>			
NBHD	9 SPAN 078-024-10357		
Acres	0.34 Status A - Active		
<b>Sales Information</b>			
Book	184 Sale Date 2006-08-30		
Page	280 Sale Price		

<b>BUILDING</b>	Total Rooms	8	Year Built	1880	Building SF	1324.00	Energy Adj	Average	Roughins	1
	Bedrooms	3	Effect Age	80	Quality	3.25	Bsmt Wall	Stone	Plumb Fixt	8
	Full Baths	2	Condition	Fair/Avg	Style	1.5 Fin	Bsmt SF	576	Fireplaces	
	Half Baths		Phys Depr	52	Design	1.5 Sty	Bsmt Fin		Porch	200
	Kitchens	1	Funct Depr		Bldg Type	Single	Bsmt Fin SF		Gar/Shed	
	Econ Depr									
	<b>Notes</b>									
<b>LAND</b>	Land	1	Area	0.34	Grade	1.00	Frontage		Depth	

### Sketch





**- ACKNOWLEDGMENT -**

Return Received (including certificates and, if  
required Act. 250 Disclosure Statement)

Return No. 2024-005

Signed Damon Moseley, Clerk

Date April 24, 2023

Received for record April 20, 2023

at 3:30 P M and recorded in

Brandon Land Records, Book 257 Page 294-297

Attest: Guanne McEllett

Town Clerk A. Sr.

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS** that **DAMON R. MOSELEY**, an unmarried person, of Brandon, in the County of Rutland, and State of Vermont, Grantor, in consideration of Ten or More Dollars paid to his full satisfaction by the **TOWN OF BRANDON**, a municipality located in the County of Rutland, and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **TOWN OF BRANDON**, and its successors and assigns forever, certain lands and premises in the Town of Brandon, County of Rutland, and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed in the following Deeds:

1. Warranty Deed from James D. Christman and Bertha A. Christman to Damon R. Moseley and Lori A. Maxham dated June 23, 2006, and recorded in the Brandon Land Records in Book 183 at Page 83; and
2. Quit Claim Deed from Lori A. Maxham to Damon R. Moseley dated August 30, 2006, and recorded in the Brandon Land Records in Book 184 at Page 280.

The Property is conveyed subject to and with the benefit of all easements and rights of way as further referenced in the above-referenced Deeds.

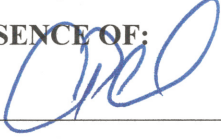
SUBJECT TO all utility rights of way of record, provided that encumbrances otherwise extinguished by the operation of law, including the Vermont Marketable Record Title Act as found in 27 V.S.A. Section 601, et seq., are not hereby revived.

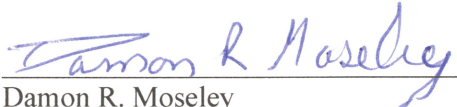
SUBJECT TO the terms and conditions of Exhibit A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **DAMON R. MOSELEY**, for himself and his heirs, successors and assigns, does covenant with the said Grantee, **TOWN OF BRANDON**, and its successors and assigns, that until the ensembling of these presents, he is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid. And he does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 20th day of April, 2023.

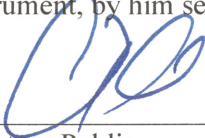
IN PRESENCE OF:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Damon R. Moseley

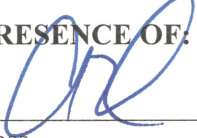
STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

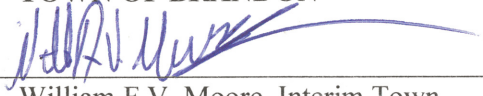
At Brandon, in said County and State, on this 20th day of April, 2023, personally appeared Damon R. Moseley, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Constance Tryon Pell, Esq. Before Me,   
Notary Public State of Vermont Notary Public  
Commission Expires: 1/31/2025  
Commission #0005464

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 20th day of April, 2023.

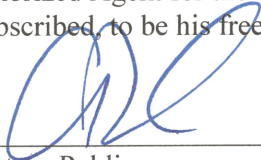
IN PRESENCE OF:

  
\_\_\_\_\_  
Witness

TOWN OF BRANDON  
By:   
\_\_\_\_\_  
William F.V. Moore, Interim Town  
Manager and Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

At Brandon, in said County and State, on this 20th day of April, 2023, personally appeared William F.V. Moore, Interim Town Manager and Duly Authorized Agent for the Town of Brandon, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Town of Brandon.

Before Me,   
\_\_\_\_\_  
Notary Public  
Constance Tryon Pell, Esq.  
Notary Public State of Vermont  
Commission Expires: 1/31/2025  
Commission #0005464

Neshobe

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Rochon

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15-21-19

Kerr

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Legault

0.57 AS

15-21-1.03-03

1.16 AS

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15-21-1.03-01

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15-21-17

Stone

312.4

15-21-16

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(021)

15-21-15

15-21-18

Moseley

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16-20-4.03

Brutkoski

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190

200

J.Griffin

16-20-

1.01 A

21-21

of Brandon

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