

Brandon Select Board Meeting
March 28, 2016
7:00 p.m.

The Brandon Select Board will meet Monday, March 28, 2016 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located at the Town Office at 49 Center Street and on the community bulletin board located between Dave's Grocery and the Forest Dale Post Office. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
 - a) Agenda Adoption
- 2) Approval of Minutes
 - a) Select Board Minutes – March 14, 2016
- 3) Town Managers Report
- 4) Comments for Items not on the Agenda
- 5) Annual Financial Plan - Town Highways
- 6) VTrans TA65 Request for Reimbursement - Wood Lane
- 7) VT Rail Stop
- 8) Davenport Solar Project Agreement
- 9) Draft Resolution of Support for Ranger Solar
- 10) Property-Assessed Clean Energy Agreement
- 11) FEMA Projects / Segment 6 / Bridge 114 / Overflow Culvert
- 12) Town Office Project
- 13) Fiscal
 - a) Annual Postage Machine ACH Fee - \$50.00
 - b) General Fund Warrant – March 28, 2016 - \$268,806.70
 - c) Wastewater Fund Warrant – March 28, 2016 - \$24,238.73
- 14) Adjournment

**Brandon Select Board Meeting
March 14, 2016**

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

In Attendance: Devon Fuller, Doug Bailey, Ethan Swift, Seth Hopkins, Tracy Wyman

Others In Attendance: Dave Atherton, Katrina Ducharme, Chris Brickell, Bernie Carr, Richard Baker, Anna Scheck, Dick Kirby, Jeff Stewart, Steve Bissette, Judi Bunde, Carol Bertrand, Arlen Bloodworth, Lee Kahrs

1. Call to order

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

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

Move Item 8 – Tandem Truck Quotes and Item 9 – Addition of Class 1 Highway to immediately follow the Election of Select Board Officers

2. Election of Select Board Officers

a) Election of Chair

Motion by Devon Fuller/Seth Hopkins to appoint Doug Bailey as the Chairperson the Brandon Select Board. **The motion passed with one abstention – Doug Bailey.**

a) Election of Vice-Chair

Motion by Tracy Wyman/Ethan Swift to appoint Seth Hopkins as the Vice-Chair of the Brandon Select Board. **The motion passed unanimously.**

a) Election of Clerk

Motion by Devon Fuller/Ethan Swift to appoint Tracy Wyman as the Clerk of the Brandon Select Board. **The motion passed unanimously.**

3. Tandem Truck Quote

Dave Atherton reported that based on the quality of the trucks and the quotes, Mr. Burlett recommends the purchase of a Mack GU713. Daryl Burlett stated the Mack is a working truck and would be the longest lasting option. The Mack would likely last 15 years and would have a

much higher trade in value. Devon Fuller asked if the payment plan is built into the budget and Mr. Atherton confirmed this would be a municipal loan and is included in the budget for this year. Over the 15 years that the Town would want to keep the vehicle, the maintenance would also be less and the body would hold up better. Tracy Wyman agreed the Mack would be the best option. The quote also included the plow equipment and sander.

Motion by Tracy Wyman/Devon Fuller to approve the purchase of a 2017 Mack GU713, including the dump body as presented to the Board. **The motion passed unanimously.**

4. Addition of Class 1 Highway

Dave Atherton stated in the Board packet was a memo from Scott Robertson of VTrans that discusses portions of Route 7 North and South that would be beneficial for the Town to take over for the village limits. The north end would extend from Jiffy Mart to Steinberg Road and the southern end would be extended 163 feet. There was a question as to whether the drainage would still be included in the Segment 6 project and it was confirmed this would still be built in the project. Mr. Atherton advised there have been some other issues north of Jiffy Mart relating to curb cut that could be dealt with easier with it being village rather than state highway. Currently the southern side ends near the fire station and this would extend the village just past the north property line of the American Legion. This change would not incur more cost to the Town and there would additional Class 1 Highway funding.

Motion by Devon Fuller/Seth Hopkins to approve the Class 1 Highway adjustment as presented. **The motion passed unanimously.**

The storm water drainage will still be dealt with in the Segment 6 project and it will not constitute a change in the Segment 6 project. Mr. Atherton stated this change will make it easier on the north end, as there are some landowner concerns in wanting to change curbing and under the town's jurisdiction versus the state it would be an easier process. Steinberg Road came up because it is a good place for the town plow trucks to turn around.

Doug Bailey noted Police Chief Brickell wished to introduce the newest member of the Police Department. Chief Brickell introduced Officer Katrina Ducharme, who has come from the Williston Police Department. Mr. Brickell noted she is quite competent and is dealing with warrants and arrests. The Department is pleased to have her here and she is interested in being part of the community. Mr. Bailey welcomed Officer Ducharme on behalf of the Select Board.

5. Consent Agenda

Motion by Seth Hopkins/Tracy Wyman to approve the Consent Agenda Items a through g.

a) Approval of Minutes – February 22, 2016 - Select Board

b) Approval of Minutes – February 29, 2016 - Select Board

c) Designation of Select Board as Other Statutory Bodies

- a) Board of Liquor Control (Title 7, Section 166)**
- b) Board of Health, (Title 18, Section 604)**
- c) Board of Sewer Commissioners**
- d) Board of Sewage System Commissioners (Title 24, Section 3506)**
- e) Board of Sewage Disposal Commissioners (Title 24, Section 3614)**
- f) Housing Board of Review (Title 24, Section 5005)**

d) Establish Meeting Schedule, Time and Location

To maintain the current meeting schedule of every 2nd and 4th Mondays of the month for the Brandon Select Board at 7:00PM in the Brandon Town Hall, unless otherwise noted.

e) Adopt Meeting Rules and Procedures

To utilize Robert's Rules of Order modified for Small Boards as the operational preference for the Brandon Select Board meetings.

f) Designate Official Newspaper

To appoint The Reporter as the designated official newspaper and to appoint the Rutland Daily Herald as the alternate newspaper.

g) Appointments

i) Tree Warden

ii) Fence Viewers (3 members)

iii) Inspector of Lumber, Shingles and Wood

iv) Weigher of Coal

v) BLSG Insect Control District (2 reps and 1 alternate)

vi) Budget Committee (4 members)

vii. Rutland County Solid Waste District (1 rep and 1 alternate)

Appoint Wayne Kingsley as Tree Warden.

Appoint Seth Clifford, Cindy Bell and Todd Nielson as Fence Viewers.

Appoint John Reynolds as the Inspector of Lumber, Shingles and Wood.

Appoint Lou Faivre as the Weigher of Coal.

Appoint Wayne Rausenberger as the Brandon Representative to the BLSG Insect Control District.

Appoint Carol Bertrand, Jan Coolidge, Anthony Paduto and Doug Sawyer to the Budget Committee.

Appoint Gabe McGuigan as the Brandon Representative to the Solid Waste District.

Dave Atherton reported all individuals noted have submitted letters of interest for the positions. The only positions still outstanding are an Alternate for the Rutland County Solid Waste District, a Representative to the BLSG Insect Control District and an Alternate to the BLSG. Mr. Atherton encouraged anyone interested in serving in one of these positions to contact him. Mr. Atherton also received information regarding the appointment of Katherine Wall to the Revolving Loan Committee.

Doug Bailey advised that he received an email from Bernie Carr regarding a suggestion to change the meeting time from 7:00PM to 6:30PM. Ethan Swift and Tracy Wyman noted 7:00PM is a more convenient time due to other obligations. It was the consensus of the Board to maintain the 7:00PM start time.

Motion by Devon Fuller/Ethan Swift for a friendly amendment to the original motion to include the appointment of Katherine Wall to the Revolving Loan Committee. **The motion passed unanimously.**

The Board Chair called for a vote on the original motion. **The motion passed unanimously.**

6. Town Managers Report

Dave Atherton reported he provided a presentation to Mrs. Keith's 3rd grade class at Neshobe School on what a Town Manager does. The class was interested in hearing what he had to say. Mr. Atherton met with Josh Carvajal and Ethan Swift at 107 Newton Road to discuss the options for the river bank and berm relating to watershed management. An appraisal has been sent to the State and the Town is awaiting their reply, but it is getting close to a resolution. There are less than 20 Segment 6 rights of ways left and a few landowners have requested meetings with VTrans. There will be hearings set for the landowners who have not signed. The hearing board is the Select Board and he will keep the Board informed of the process. Mr. Atherton attended the March 7th Planning Commission meeting to discuss the possibility of creating a better Sign Ordinance that is more user friendly. There have been situations with off-premise signs that they would like to address. The Town Office will be closed April 4th through the 6th to move back to 49 Center Street. The delinquent taxes and sewer accounts have been forwarded to the attorney. The tax sale is scheduled for 6/22/16 and as of March 10th the delinquent taxes were \$287,854.76 and the delinquent sewer accounts were \$225,050.94. Today several payments were received that will reduce these figures. The road grading has started on the drier roads. Long Swamp, Town Farm, Birch Hill, Country Club, Goldspink, Barlow and Railroad were done this week. The Public Works Department has been filling potholes on the paved roads. In the Recreation Department, basketball has ended and Mr. Moore wished to thank all of the coaches. The Youth Wrestling season will end the first week of April with 53 participants this year. Thanks to the Middlebury Parks and Recreation for the donation of their basketball backboards from their former rec space. Mr. Moore will be working with Public Works to get the backboards installed at Neshobe School. Spring baseball and softball applications are out. The plans for Estabrook Park this spring include installing more lighting in the bathroom and changing the red dirt field to the less expensive green dirt. Mr. Moore is working with

Neshobe's SOAR program to develop all-day camp solutions for the summer. They are looking for alternate spaces due to the closing of the school for repairs this summer. Mr. Moore attended the quarterly Vermont Parks and Recreation Association meeting in Montpelier on March 10th. Of particular interest was a question and answer session regarding worker's comp insurance for temporary workers and contractors. There have been some questions with regard to refs as to whether they are independent contractors or town employees. Mr. Atherton reported an audit was done today by the people that provided the grant for the town office. The audit took about 30 minutes, followed by a tour of the building and they were very pleased with the results. Devon Fuller questioned the information regarding the Newton Road project. Mr. Atherton reported there is the possibility of building a berm, as there is a building that will be removed that could potentially create flooding. Ethan Swift stated the biggest part of the project is the building that sticks out into the river area and getting this out will open up the channel capacity and will allow for the flood plain access. Steve Bissette asked if anything is going to be done regarding Barlow Avenue. Mr. Atherton stated discussions about this area could be revisited again.

7. Comments for Items not on the Agenda

Doug Bailey reported Seth Hopkins and he attended a VLCT seminar on Saturday and it was a very enlightening day. The most informative seminar was regarding Vermont Open Meeting law.

Sue Gage reported the Town has a new Justice of the Peace. Richard Baker was appointed by the Governor last week. Mr. Baker noted that he was appointed on February 11th, but did not receive the signed document until this week. Sue Gage provided a sample of a finance document that she has developed to provide the Board financial information on a more regular basis. The information provided was based on a summary of the cash accounts and other funds. She also did a summary of the loans and loan receivables. Ms. Gage stated this would be a broad sweep that she could provide the Select Board on a regular basis. Seth Hopkins asked if there is a way to figure out what the reserve account or unencumbered cash would be. Ms. Gage stated that is something that could be provided to the Select Board. Some of the accounts happen to be the fund balance because they are low activity accounts, but she can also provide a fund balance to the Board. It is her intent to determine a layout that will be helpful to the Select Board. Devon Fuller suggested for the first couple of months, it would be helpful to have this at every meeting. Ms. Gage stated currently the financials are provided quarterly and it is her intent to provide an overview to the Select Board at each of their meetings. Ms. Gage stated there are 113 pages for the balance sheet and she is trying to determine a snapshot of the financials to provide to the Board. Ethan Swift asked if there is a way to get information about the restricted funds and Ms. Gage stated that could be added to the report. Dave Atherton stated there is a list of reserve funds, which is also a good resource. Ms. Gage noted that document is only altered once per year, but having that same list with notations is something that can be done. Doug Bailey suggested also having information on the revolving loan accounts a couple of times per year.

8. Renewable Energy Resolution

Dave Atherton stated this resolution was forwarded this week to the Town. The resolution had been previously sent to the Town about a year ago and he brought it forward for the Board's consideration. Seth Hopkins stated this resolution came to each Select Board member over the last 6 to 8 months and the Board did not choose to bring it forward for action. Mr. Hopkins did not have a strong desire to approve this resolution. Mr. Atherton noted the solar projects that have come to the Town have kept the town well informed and have been concerned with how the town will view the projects. He does not feel that the Town has to be a part of this effort. Ethan Swift stated the Town has made a step in the right direction with including the solar guidelines in the Town Plan adoption. Seth Hopkins noted the Vermont legislature has recently taken action in addressing this issue.

Motion by Seth Hopkins/Devon Fuller to table the Renewable Energy resolution. **The motion passed unanimously.**

Dave Atherton reported Ranger Solar has requested a meeting with the Town. They have not given up on the project and would like to discuss other details. Mr. Atherton will email the Select Board with the date and time of the meeting.

9. Board of Abatement Policy

Motion by Seth Hopkins/Tracy Wyman to approve the Board of Abatement policy as presented.

Devon Fuller suggested on Page 3, 1st paragraph, to include the words "of Brandon" immediately following the word Town.

Motion by Devon Fuller/Seth Hopkins to amend the policy with the addition of the words "of Brandon" in the 1st paragraph on the third page. **The motion passed unanimously.**

Motion of a friendly amendment by Seth Hopkins/Devon Fuller to strike the words "water and/or" in the first sentence under Typical Unallowable Abatements, as the Town does not have control over water. **The motion passed unanimously.**

The Board Chair called for a vote of the original motion. **The motion passed unanimously.**

Dave Atherton stated the policy will be effective the date it is signed by the Select Board. Mr. Atherton will make the approved changes and the Board members will stop by the Town Office to sign the document.

10. Town Office Project

Dave Atherton reported the staff will be moving back to 49 Center Street on April 5th. The second floor is done and looks great. The Duraflex coating is being done on the first floor, which

relates to the flood resiliency grant. There has been discussion of a grand opening and Mr. Atherton suggested inviting all parties who have helped with the project. Mr. Atherton suggested the last week of the month might be a good week to do an open house for people to see what has been done to the building, prior to the move. Jeff Stewart stated the time to do it would be before all of the furniture is brought in and noted that Main Street would like to be involved in the open house planning. It was suggested that Friday, April 1st would be a good day for the open house. Jeff Stewart advised the Main Street group will be meeting tomorrow night and they will come up with a list of people to invite. Mr. Atherton will attend the Main Street meeting. Judi Bunde asked about the window treatments for the inside and Mr. Atherton stated there has not been a decision made. It is hoped to get the awnings replaced, but they have not made a decision on the window treatments. Bernie Carr asked if the propane tanks at the old entrance to the second floor are permanent and Mr. Atherton advised they are permanent, but there will be protection added and the area will be made to look good.

11. FEMA Projects/Segment 6/Bridge 114 Project/Overflow Culvert

Dave Atherton reported that the rights of ways are very close to completion. Regarding Bridge 114, Mr. Atherton emailed the scope study to the Select Board about a week ago and it has been forwarded to VTrans for review. Mr. Atherton and Mr. Burlett have been discussing the topic of creating a timeline for the overflow culvert. Ethan Swift has been speaking with Daryl Burlett regarding some grant options relating to this subject and these will also need to be discussed. It was questioned whether anything can be done with the bond and Sue Gage advised there is a 30-day waiting period after the vote. After that time the Town could borrow in anticipation of the bond. Mr. Atherton advised that the waterline work will be starting soon and the Town is looking into doing paving in phases, as it relates to the waterline work. Bernie Carr asked whether Bob Read's property and the bridge have been settled. Mr. Atherton reported the Town is working to coordinate with Mr. Read. Judi Bunde asked if this would have to be resolved prior to the culvert project and Mr. Atherton advised that an easement will be required.

12. Fiscal

a) General Fund Warrant – March 14, 2016 - \$77,106.33

Motion by Tracy Wyman/Devon Fuller to approve the warrants of March 14, 2016 in the amount of \$77,106.33. **The motion passed unanimously.**

Doug Bailey questioned the Fairpoint invoice. Dave Atherton advised there was a large phone box in the joint stairwell of the town office building that had 100 hot lines and the Town had to pay to remove the box.

b) Wastewater Fund Warrant – March 14, 2016 - \$9,167.45

Motion by Devon Fuller/Ethan Swift to approve the Wastewater warrant of March 14, 2016 in the amount of \$9,167.45. **The motion passed unanimously.**

Motion by Seth Hopkins/Tracy Wyman to recess the Select Board at 8:09PM to convene as the Board of Liquor Commissioners. **The motion passed unanimously.**

The Select Board reconvened at 8:17PM.

Motion by Tracy Wyman/Seth Hopkins to enter into executive session at 8:18PM to discuss the appointment or employment or evaluation of a public officer or employee under the provision of Title 1 V.S.A. 313(3)(a)(3) to include the Town Manager. **The motion passed unanimously.**

13. Executive Session – 1V.S.A. 313(a)(3) – The Appointment or Employment or Evaluation of a Public Officer or Employee

Motion by Devon Fuller/Ethan Swift to come out of executive session at 8:22PM. **The motion passed unanimously.**

There were no actions required.

14. Adjournment

Motion by Devon Fuller/Ethan Swift to adjourn the Select Board meeting at 8:23PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Town Manager Report for the weeks of March 14 and March 21, 2016

The Town Office will be closed from April 4th to April 6th so we can move back to 49 Center Street.

Last week was the final week for people to come in and make payments or payment plans for delinquent taxes/sewer. Payments will now have to be made at the attorney's office. As of 3/21/16 we have \$161,139.42 in delinquent taxes and \$65,026.57 in sewer that have not paid or made a plan.

We have received the Certificate for Public Good on the Green Lantern solar project.

Vermont Agency of Commerce and Community Development came to Town on March 14 to check out the progress and bookkeeping in reference to the CDBG for the Town Office renovation. They were impressed with the whole project.

Attended the Main Street meeting on March 15, a Town Office ribbon cutting was discussed for April 1st from 3-7.

Met with Lauren Oates the State Hazard Mitigation Officer and David Conger of Dubois & King in Waterbury on March 22 to discuss preparation for Phase 2 of the overflow culvert.

We have decided to keep our mowing of town property in house. It is more cost effective to purchase a mower than contracting it out. We will also be mowing during the week and not on Sunday mornings.

Went to a hearing at Rutland Superior Court on March 23rd to represent the Town's interest in a mobile home abandonment issue.

Met with FOTH to discuss building maintenance. We agreed that a MOA should be drafted for clarification.

Other items will be covered on the agenda.

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS
19 V.S.A. § 306(j)

TA-60

Town of BRANDON Fiscal Year 2017 Begin 7-1-16 End 6-30-17

INCOME

DESCRIPTION	ESTIMATED
State Funds - 19 V.S.A. Section 306(a):	
Class 1 1.948	\$ 21,825.94
Class 2 16.140	\$ 66,269.34
Class 3 39.840	\$ 60,620.60
Town Tax Funds – 19 V.S.A. Section 307	\$ 622,319.11
Special Funds (e.g., bonds or earmarks):	
a.	\$
b.	\$
c.	\$
TOTAL	\$ 771,034.99

EXPENSES

DESCRIPTION	ESTIMATED
Winter Maintenance	\$ 308,414.00
Non-Winter Maintenance	\$ 462,621.00
Major Construction Projects	
a. CLASS 2&3 PAVE	\$ 100,250.00
b. WOOD LANE CULVERT	\$ 34,000.00
c. MAPLE / UNION SIDEWALK	\$ 18,000.00
TOTAL	\$ 923,285.00

Comments:

Wood lane this is match for structures grant . Maple union sidewalk is match for enhancement grant .

This form shall be signed by the appropriate town officials and forwarded to the District Transportation Administrator.

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS

TA-60

19 V.S.A. § 306(j)

(page 2)

We, the Legislative Body of the Municipality of BRANDON certify that funds raised by municipal taxes are equivalent to or greater than a sum of at least **\$300.00** per mile for each mile of Class 1, 2, and 3 Town Highway in the municipality. (19 V.S.A. 307)

_____ Date: _____

(Duly Authorized Representatives)

The submitted Town Plan meets the requirements of Title 19, Section 306(j).

_____ Date: _____

District Transportation Administrator



Request for Reimbursement

MUNICIPALITY	DISTRICT NO.	EA & Contract NO.	TOWN NO.
BRANDON	3	BC1716	1102

CHOOSE ONE BELOW:		% of Work Completed: <u>65</u> %	Amount Previously Paid Town: \$ 0.00
<input type="checkbox"/> Final Claim	<input checked="" type="checkbox"/> Partial Claim		

Name and address of claimant: Town of Brandon 49 Center Street Brandon, VT 05733 802-247-3635	Emergency Fund Grant	<input type="checkbox"/>
	Structures Grant	<input checked="" type="checkbox"/>
	Class 2 Roadway Grant	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

I (WE) SWEAR TO THE CORRECTNESS OF THE STATEMENTS MADE IN THIS CLAIM AND THAT: 1. THE WORK IS COMPLETE AND HAS BEEN ACCEPTED BY THE MUNICIPALITY. 2. THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE GRANT AGREEMENT WITH THE VERMONT AGENCY OF TRANSPORTATION FOR THIS PROJECT. 3. THE TOWN HAS PAID FOR THE EXPENSES SHOWN HEREON (LABOR, EQUIPMENT, AND MATERIALS). _____ (sign) _____ (sign) _____ (sign) _____ (sign) _____ (sign)	Original Award Amount: \$ 93,362.49 Amended Award Amount: \$ 0.00 Total state funds awarded: \$ 93,362.49
	<hr/> PROJECT COSTS: Total project costs to date: \$ 88,729.00 Minus previous payments: \$ Minus municipality portion: \$ Amount of payment: \$ 88,729.00
	_____ Authorized District Representative (sign) Approved Date _____

State of Vermont
Office of the Secretary
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 802-828-2657
[fax] 802-828-3522
[ttd] 802-253-0191

Agency of Transportation

February 19, 2016

RECEIVED

FEB 24 2016

TOWN OF BRANDON

Town of Brandon Selectboard
c/o Doug Bailey, Chair
Town of Brandon
49 Center Street
Brandon, VT 05733

Dear Mr. Bailey:

This week the Vermont Rail Council voted to support Amtrak's recommendation that the initial deployment of passenger rail on the Western Corridor be limited to the stations outlined in the original TIGER VII grant proposal: Middlebury, Vergennes and Burlington.

It is critical that the new service schedule is competitive with automobile travel times and the proposed stations balance that time constraint with the desire to provide convenient points of access along the line. Adding stations beyond that would tip the balance unfavorably and erode our chances for early success.

We by no means are ruling out the possibility of future stops along this route and we plan to evaluate ridership trends as the service matures.

We appreciate your enthusiasm for rail and look forward to the day when it will be possible to provide service to more towns along the Western Corridor. In the meantime, we hope that you will remain a supporter of passenger rail as we work toward that goal.

Sincerely,



Chris Cole
Secretary of Transportation

cc: Town Manager, David Atherton
David Allaire, Vermont Rail Council Member



March 23, 2016

Doug Bailey
Chair of the Selectboard
Brandon, Vermont

Re: Davenport Solar Project Agreement

Dear Mr. Bailey,

As you know, Davenport Solar, LLC (Davenport Solar) a special purpose entity associated with Ranger Solar LLC, (Ranger Solar) is developing an up to 20 megawatt (MW) photovoltaic solar project (the Project) off lower Carver Street in Brandon, Vermont. Davenport Solar's representatives have met with the town manager, economic development coordinator, and selectboard multiple times since late summer-2015. Davenport Solar intends to submit a 45-day notice to the Brandon selectboard as well as the municipal and regional planning commissions in late March/early April 2016, and submit a petition to the Public Service Board for a Certificate of Public Good pursuant to Section 248 sometime in May or June 2016. Davenport Solar has developed this agreement, in coordination with town representatives, to assure that the Town of Brandon (the Town) benefits from the Project.

Davenport Solar proposes the following economic development agreement with the town:

Timing	Amount
Upon Commercial Operation Date (COD)	\$100,000 to Town of Brandon for road improvement projects
Upon Commercial Operation Date (COD)	\$48,750 to Town of Brandon for community programs or economic development activities
Years 1 – 5 of Project Operations	\$30,000 (annually) to Town of Brandon for community programs, economic development activities, or other services.
Years 6 – 40 of Project Operations	\$21,500 (annually) to Town of Brandon for community programs, economic development activities, or other services.

This agreement results in over \$1 million of direct benefit to the Town. Additionally our aesthetic consultants, T.J. Boyle Associates will continue to work with Davenport Solar to assure that the proposed Project is not visibly prominent from major road ways.

It is our understanding that we have met the Town of Brandon's expectations, and that the Town will support the development and permitting of the Project. Davenport Solar will work with the Town to formalize this agreement and record it with the County.

Davenport Solar is committed to continuing to work with the Town during the development, construction, and operation of the Project. We look forward to bringing clean, renewable and cost effective energy, jobs, and economic growth to Brandon and the state of Vermont.

Sincerely,

Aaron Svedlow
Director of Permitting



Agreed to by the Brandon Selectboard, on _____, 2016

Agreed to by Davenport Solar on _____, 2016

DRAFT – RESOLUTION OF SUPPORT – DRAFT

WHEREAS Ranger Solar proposes to construct a utility-scale solar array on lower Carver Street, a seldom-traveled section of unpaved road within the Town of Brandon, and

WHEREAS Ranger Solar has communicated with town officials, boards, and citizens in a respectful, transparent, and proactive manner beyond any legal requirements, and

WHEREAS Ranger Solar has proposed siting this array to the benefit of the Town and its residents and visitors in an unobtrusive location not within the Route 7 or Route 73 gateway viewsheds, and

WHEREAS Ranger Solar listened to concerns expressed by members of the public and altered their design to address those concerns through amelioration of wetlands and wildlife impacts, and

WHEREAS the proposed solar array as designed will be located entirely outside the 100-year flood limit of the Otter Creek and will include wildlife corridors through the array field, and

WHEREAS the Brandon Selectboard finds that Ranger Solar's proposed solar array is consistent with the solar energy provisions of the Brandon Town Plan, and

WHEREAS the Brandon Selectboard finds that the proposed project will provide a positive economic benefit to the taxpayers of the Town of Brandon, including increased tax revenue from land coming out of Current Use to host this project, and

WHEREAS the proposed solar array creates renewable energy, and as recently as January 13, 2016, the Associated Press reported the State of Vermont as re-affirming its commitment to getting 90% of its energy from renewable sources by the year 2050, including 67% of its electric power by the year 2025, now, therefore,

BE IT RESOLVED that the Brandon Selectboard officially supports Ranger Solar's proposed solar array in this town, and

BE IT FURTHER RESOLVED that the Brandon Selectboard submit a copy of this resolution to the Vermont Public Service Board and request consideration of our support as they evaluate the application of Ranger Solar's Brandon Solar Array for a certificate of public good.

DRAFT

BY THE TOWN OF BRANDON SELECTBOARD
28 MARCH 2016



RECEIVED

MAR - 7 2016

TOWN OF BRANDON

Adopting PACE

In order for the residents of your town to be able to take advantage of the program, the Select Board will need to sign the Resolution which adopts Vermont's PACE Program Description and guidelines. If the town wishes to use Efficiency Vermont as their Program Administrator, we will also need you to sign the Administrator Agreement and Interlocal Contract.

Program Description and Guidelines- Outlines the structure of PACE in Vermont.

Details how the program works per the legislation and how it works for municipalities electing to use Efficiency Vermont as their Administrator.

Resolution- Adopts the Program Description and Guidelines.

Administrator Agreement- Describes Efficiency Vermont's role and responsibilities as Program Administrator. Please note that these services are free of charge to all Vermont municipalities.

Interlocal Contract- Agreement between all investors (currently National Bank of Middlebury) and all Municipalities which wish to access the funds secured by PACE.

Sign Exhibit B-1 on page 4 to be added to this agreement. Note that on page #1 you will see the first two towns that signed onto the program. This is because each municipality is added to the originally signed document.

Property Certification Form – this is the form that is filled out and signed by the property owner and an official of the municipality at the time of application. This is just for review at this time; no action is needed.

I am happy to answer any questions that may arise.

Thank you,

Mark Kelley

Mark Kelley

Program Manager - Financing
Vermont Energy Investment Corporation
128 Lakeside Avenue, Suite 401
Burlington, VT 05401
Mobile – (802) 338-5111
mkelley@veic.org

PACE PROGRAM DESCRIPTION AND GUIDELINES

I. Introduction

In May 2009, the Vermont legislature approved Act 45 (as amended by Act 47 in May 2011), authorizing municipalities to create Property-Assessed Clean Energy ("PACE") districts. Through creation of a PACE district, a municipality is authorized to fund the costs of installing energy efficiency improvements and renewable energy sources, such as solar photovoltaic panels and solar water heating ("Energy Improvements") permanently affixed to residential property within the boundaries of the district. Eligible property owners who choose to participate in the program (the "PACE Program") enter into an agreement with the municipality in which the property owner agrees to make the required assessment payments while they are the owner of the property. The funds advanced by the municipality for the installation of the Energy Improvements are paid back through an assessment on the improved property which is payable in installments and is secured by a lien on the property until the assessment is repaid in full.

The goal of creating a PACE district is to make Energy Improvements more affordable and promote their installation. By advancing the up-front costs of installing Energy Improvements, the PACE Program removes a barrier to greater participation in Vermont's energy efficiency and renewable energy efforts, thereby promoting energy conservation and climate protection while reducing the participating property owner's use of fossil fuels.

At the annual/special meeting held on _____, 201_, the voters of the City/Town of _____ ("Municipality") approved a PACE district.

This document is designed to provide a comprehensive explanation of the PACE program for the City/Town of _____ ("Municipality") as approved by the City Council/Select Board on _____ (month day, year).

Amendments or changes to this document shall be duly noticed and passed by resolution of the City Council/Select Board prior to incorporation into this document.

II. Program Eligibility

A. Eligible Property Owners

The legal owners of real property within the boundaries of Municipality, who meet the minimum requirements, are eligible to participate in the PACE Program. The minimum eligibility requirements are: property tax payments are current and there have been no delinquent payments for three years prior to application; there are no involuntary liens (e.g., tax, judgment or mechanics liens) on the property; property owner is not in bankruptcy; property is in compliance with applicable housing codes, if any; and owners meet the PACE underwriting criteria established by the Vermont Department of Financial Regulation.

B. Eligible Properties

Dwellings as defined by the federal Truth in Lending Act, meaning a residential structure or mobile home which contains one to four family housing units, or individual units of condominiums or cooperatives, are eligible to participate in the PACE Program so long as property taxes are being paid on the dwelling by the owner of the dwelling. The property cannot be an asset in any pending bankruptcy proceeding.

C. Eligible Energy Improvements

Pursuant to statute, Vermont's energy efficiency utilities developed a list of eligible energy efficiency projects and make it available to the public on or before July 1 of each year. The list of eligible projects may be found on the Efficiency Vermont website at http://www.encyvermont.com/docs/for_my_home/PACE/PACE_eligible_measures.pdf Generally, Energy Improvements must be permanently attached to the participating property, and must reduce the net energy requirements of the participating property. The cost of the Energy Improvements to be financed through the PACE Program must comply with the Program Parameters set forth in Section IV, below. Only projects installed by contractors normally employed in the business of designing and installing heating, weatherization and renewable energy improvements are eligible.

D. Participating Contractors

Efficiency Vermont and Burlington Electric Department (in Burlington) maintain lists of qualified installation contractors and will provide those lists to the property owner upon request. Installation contractors must be properly insured and appropriately licensed or certified. Energy Efficiency contractors must be certified by the Building Performance Institute as Home Performance with ENERGY STAR[®] contractors or possess the appropriate propane or fuel oil certification from the State of Vermont Department of Public Safety. The installation of renewable energy improvements must be completed by members of the Vermont Solar & Wind Partnership established by Renewable Energy Vermont.

E. Eligible Costs

Installation and acquisition costs of the Energy Improvements are eligible for financing under the PACE Program. Eligible installation costs may include, but are not limited to, mandatory contributions to the Reserve Fund (discussed in Section V(J) below), energy audit consultations, labor, design, drafting, engineering, permit fees, the PACE application fee and applicable inspection charges. Eligible acquisition costs may include, but are not limited to, the unit price of eligible equipment and any taxes and shipping costs associated with the acquisition. For retrofit projects such as home remodeling, only that portion of the costs used to retrofit existing structures with eligible Energy Improvements or improvements required by applicable health and safety codes in order to install the Energy Improvements are eligible for financing under the PACE Program. Repairs and/or new construction costs do not qualify for financing under the PACE Program except to the extent that such construction is required for the specific type of approved Energy Improvement and does not exceed 50% of the total project cost.

F. Permit and Conformance Requirements

The property owner is required to properly obtain, comply with and keep in effect all permits, licenses and approvals that are required to be obtained from any governmental authority in order to commence and complete installation of the Energy Improvements, and upon request, shall promptly deliver copies of all such permits, licenses and approvals to Municipality or its designated agent. The property owner also must grant Municipality, and its agents and representatives, the right to enter and visit the participating property at reasonable times, after giving reasonable notice to the property owner, for the purposes of observing the installation of the Energy Improvements. Municipality will make reasonable efforts during any site visit to avoid interfering with property owner's use of the participating property. The property owner shall also allow Municipality, and its agents and representatives, to examine and copy records and other documents of the property owner which relate to the Energy Improvements.

III. Roles and Responsibilities

A. Municipality

Municipality is responsible for holding the initial vote that is required to create a PACE District. Municipality held this vote on the date shown in the Introduction above.

Vermont's PACE legislation outlines a number of specific responsibilities for Municipality including:

- designing the PACE program;
- entering into a written agreement with the participating property owner;
- following underwriting criteria established by the Vermont Department of Financial Regulation;
- recording the lien for participating properties (and discharging it when fully repaid);
- participating in the Reserve Fund established by 24 V.S.A. § 3269; and
- collecting the PACE assessment along with the property tax for the participating property.

Municipality may act on its own or in concert with other municipalities.¹ Municipality may also assign these responsibilities to an independent Program Administrator. Municipality has elected to contract with the Efficiency Vermont to act as Program Administrator. (See Program Administrator Contract.) Efficiency Vermont has elected to contract with Opportunities Credit Union for PACE Processing services including the underwriting of PACE applications, advancing funds on behalf of Municipality, preparing closing documents, collecting PACE repayments and repaying investors in the PACE Program,

Municipality also may act in concert with other municipalities in the State to secure funding for its PACE Program and to participate in the Reserve Fund described above. To this end, Municipality may enter into the Vermont PACE Interlocal Contract.

¹24 VSA § 2291 (23).

Municipality may, but is not required to do so incur debt or otherwise finance a PACE district, but if it chooses to do so; it must pledge its full faith and credit.

Municipality is expressly NOT liable for PACE project performance failure.²

B. Energy Efficiency Utility (EEU) - currently Efficiency Vermont and Burlington Electric Department

The EEU is required to develop and annually maintain a list of eligible energy efficiency projects. The EEU must also review and approve the energy improvement cash flow analysis that is required to be performed for proposed PACE projects.

The EEU must also provide information about PACE districts to municipalities throughout the State and administer the Reserve Fund established by 24 VSA §3269.

C. Program Administrator

The Program Administrator is authorized to act on behalf of Municipality and one or more other municipalities to oversee the administration of the PACE program. Services provided by the Program Administrator include:

- Assisting municipalities with the design and creation of the PACE District;
- Preparing and sharing sample documents including legal documents, applications, and marketing resources; and
- Negotiating with potential sources of financing for one or more PACE districts.

D. PACE Processor

Efficiency Vermont as the Program Administrator has elected to subcontract with Opportunities Credit Union to provide the banking services related to PACE. Specific services to be provided by the PACE Processor include:

- Reviewing applications for conformance with underwriting criteria established by the Vermont Department of Financial Regulation;
- Preparing and arranging for the execution and filing of the PACE legal documents
- Managing the collection of assessments from multiple municipalities and any payments due to any funding source.
- Obtaining and disbursing funds to the homeowner on behalf of the municipality.

E. Funding Source(s)

The funding source(s) contribute to a credit facility designed to finance PACE assessments for one or more Vermont municipalities. Every effort shall be made to secure funding in amounts and at terms sufficient to meet the needs of all participants in any particular cycle of applications.

F. Participating Property Owners

Interested property owners in Municipality must apply to be a participant in the PACE district, identify the proposed improvements and/or energy efficiency measures to be financed through the PACE program and select the qualified contractor to install the improvements. The

² 24 V.S.A. §3265 (a).

participating property owner must also have an analysis performed of the costs and energy savings for the proposed improvements; the analysis must be prepared by the EEU or another entity deemed qualified by the municipality.³

Once accepted into the PACE program, participating property owners must enter into an Assessment Agreement with Municipality to access funds. They must then pay the PACE assessment when due and meet all of the other terms and conditions included in the PACE documents.

G. Non- Participants

All legal voters in the community may vote on a referendum to create a PACE District. Once the district has been created, non-participants have no obligation to the District.

H. Contractor(s)

Qualified contractors must be utilized for the installation of any energy improvements in or on properties that the property owner intends to enroll in the PACE District. Improvements may not be "do-it-yourself" projects.

IV. Program Parameters

A. Minimum Assessment Amount

The minimum amount available for financing under the PACE Program is Three Thousand Five Hundred Dollars (\$3,500.00).

B. Maximum Assessment Amount

The maximum amount available for financing under the PACE Program shall be the lesser of: 1) fifteen percent (15%) of the assessed value of the participating property; or 2) Thirty Thousand Dollars (\$30,000.00), including the allocation to the Reserve Fund (see Section V(J) below).

C. Property Obligations to Value

The combined amount of any outstanding mortgage obligations for the participating property and the amount to be funded under the PACE Program shall not exceed ninety percent (90%) of the assessed value of the property.

D. Rebates and Incentives

As a condition to participating in the PACE Program, the property owner shall fully participate in all rebate and incentive programs offered by Efficiency Vermont, Burlington Electric Department (in Burlington) and Vermont Gas Systems, Inc. for which their planned Energy Improvements qualify. The amount of any such rebates or incentives shall be deducted from the amount to be funded under the PACE Program.

The property owner may qualify for tax credits through ENERGY STAR[®] and State incentives for installation of the Energy Improvements. Property owners should consult with their tax

³ 24 V.S.A. §3262(b).

advisors to determine whether they qualify for tax credits or deductions, including whether the property owner may also be able to deduct the interest component of the PACE assessment on their tax returns. In no event shall the Municipality, the Program Administrator, the PACE Processor, or any of their agents or representatives be responsible for any federal or state tax consequences resulting from participation in the PACE Program.

E. Duration of Assessment

The term of the PACE assessment may not exceed the average lifetime of all Energy Improvements, weighted by cost, and in no event shall exceed twenty (20) years. Property owners may request a shorter assessment term, provided there is an adequate level of assurance the property owner has the ability to meet the assessment payment obligations over the shorter period. Final determination of the term is at the discretion of the PACE Processor. Municipality shall release the lien created by the PACE assessment once the assessment and all accrued interest thereon, together with any applicable penalties, costs, fees, and other charges, have been paid in full. Assessments may be paid early without penalty, provided they are paid in full.

F. Interest Rate

The interest rate applicable to the amount financed under the PACE Program is dependent upon the costs incurred by Municipality, the Program Administrator, and the PACE Processor in procuring and administering funds for the PACE Program. The interest rate chargeable to the property owner will be set at the time of entering into the Assessment Agreement and will not change over the life of the assessment.

G. Administrative Fees

Vermont law obligates property owners participating in the PACE Program to cover the costs of operating the PACE district. The property owner will be required to pay a non-refundable application fee at the time of submitting an application for participation in the PACE Program. The Program Administrator will also levy an Annual Assessment Fee against each participating property, which shall be added to and collected in the same manner as the assessment. Property owner shall be responsible for any fees associated with recording or discharging the Assessment Agreement as required by Vermont law.

H. Property Owner Consent

Participation in the PACE Program is purely voluntary on the part of the property owner. By entering into an Assessment Agreement with Municipality, property owners indicate their consent to subject the participating property to a PACE assessment.

I. Mortgagee Consent

Vermont law requires the property owner to provide existing mortgage holders notice of intent to enter into an Assessment Agreement with Municipality at least thirty (30) days prior to entering into the agreement. A sample Notice to Lender form for the purpose of providing the required notice to existing mortgage holders will be provided with the application. The property owner shall warrant and represent that service of the Notice to Lender was made to existing mortgage holders in the Assessment Agreement.

V. Process and Procedures

A. Pre-screening

An online tool is provided at Efficiencyvermont.com, that assists property owners in determining whether or not they are eligible for participation in the PACE program. Property owners will need to know the Grand List value of their dwelling and the outstanding balance of any loans secured by a mortgage in order to complete the form.

B. Initial Energy Audit

In order to identify the energy improvements that save the most energy and money, it is strongly recommended that the property owner have an energy audit of the participating property conducted by a certified Home Performance with ENERGY STAR contractor certified by the Building Performance Institute, a Vermont Gas energy auditor, or other qualified entity approved by the Program Administrator. The intent of the energy audit is to inform the property owner about eligible improvements, available financing mechanisms, probable costs and savings, and tax rebate/credit programs available from federal, state, and local agencies. Contact information for energy auditors may be obtained from Efficiency Vermont, Vermont Gas and, in Burlington, Burlington Electric Department (BED). The costs of the energy audit may be included in the amount financed under the PACE Program, and audit fee rebates may be available from Efficiency Vermont, Vermont Gas and BED.

C. Definition of Scope and Cost

The property owner should meet with a qualified installation contractor to define the scope and the cost of the Energy Improvements proposed for installation at the participating property.

D. Written Analysis

Vermont law requires that Municipality designate a qualified entity (typically Efficiency Vermont or Burlington Electric Department in Burlington) to perform an analysis to quantify the project costs, energy savings and estimated carbon impacts of the proposed Energy Improvements, including an annual cash-flow analysis ("Written Analysis"). The Written Analysis may be amended to reflect approved changes to the Energy Improvements. A summary of the final Written Analysis shall be recorded in Municipality's land records as required by Vermont Law.

E. Application and Review Process

If the property owner decides to proceed with participation in the PACE Program after receiving the Written Analysis, the property owner shall submit an application on a form provided by the PACE Processor within the proscribed subscription period. The application must be signed by all owners of the participating property, and shall include, at a minimum, the following: 1) the non-refundable application fee; 2) the Written Analysis of the proposed Energy Improvements as approved by the EEU; 3) a copy of the owner's deed to the participating property; 4) the assessed value of the property; 5) the total amount of all outstanding indebtedness on the participating property and a list of any and all liens filed against the property; 6) standard representations (i.e. no bankruptcy filings within past seven (7) years, not a party to a lawsuit or legal action, no previous foreclosure action, property in compliance with any applicable permits or housing

codes, no tax delinquencies in past three (3) years); 7) identity of property owner's qualified installation contractor(s); and 8) additional information necessary to comply with underwriting criteria established by the Vermont Department of Financial Regulation.

F. Underwriting Process

Underwriting criteria established by the Department of Financial Regulation shall be applied by the PACE Processor.

If the application is denied, the PACE Processor shall inform the property owner of the reasons for denial. Reasons for denial may include, but are not limited to: 1) involuntary liens filed against the property; 2) unpaid collections, judgments or charge offs; 3) insufficient income to repay the assessment; 4) property or owner does not meet eligibility requirements; 5) proposed Energy Improvements are ineligible; 6) property owner has been in bankruptcy within past seven (7) years; or 8) misrepresentation on the application.

If the application is approved, the property owner will be informed of this fact and, following thirty (30) days advance notice to existing mortgage holders, property owner and PACE Processor will set a Closing Date.

G. Documentation and Funding of Escrow Account

Participating property owners will enroll in Municipality's PACE District by executing an Assessment Agreement with Municipality. The Assessment Agreement sets forth the terms of participation including the amount to be advanced by the PACE Processor on behalf of Municipality to fund installation of the Energy Improvements (the "Disbursement Amount"), the amount of the PACE assessment and the creation of a lien on the participating property to secure repayment of the Disbursement Amount. Property owners must sign and notarize the Assessment Agreement. Upon execution of the Assessment Agreement, a lien for the full amount of the assessment will be placed on the participating property.

In addition to the Assessment Agreement, participants will be required to execute: a Notice of Special Assessment, which will be filed in Municipality's Land Records and a Risk Disclosure Acknowledgement;. All of the closing documents shall be prepared by the PACE Processor.

The "Maximum Expected Assessment Amount" (which may include the contribution to the Reserve Fund described in J below as well as the cost of an audit, as described in B above) will be disbursed into an escrow account on behalf of the property owner, as of the date of closing. Interest shall be charged to the participating property owner as of the date of disbursement into the escrow account.

H. Right to Terminate

Property owners shall have the right to terminate the PACE Assessment without any future obligations, within three business days from the date of executing the Assessment Agreement. Termination must be made by written notice to the PACE Processor.

I. Final Disbursement Process and Procedures

Upon completion of the Energy Improvements, submission by the property owner of the Work Completion Document and review of the final invoice by the Program Administrator, the PACE

Processor will disburse the escrowed funds. To cover down payments to the contractor(s), the property owner may elect to have up to 50% of the assessment distributed upon loan closing. Disbursement shall be used solely for eligible costs directly related to the Energy Improvements. The Disbursement Amount may be released directly to the property owner's qualified installation contractor (the "Contractor") or the property owner in accordance with the process set forth below. Neither the PACE Processor nor Municipality shall have any obligation to disburse the Disbursement Amount unless and until each of the following conditions is satisfied or any such condition is expressly waived by the PACE Processor acting on behalf of the Municipality:

(1) The receipt by Program Administrator of the work completion documents (the "Work Completion Documents"), stating the actual cost of the Work and that the Work is complete. Such certification shall be in form and substance acceptable to Program Administrator and requires the signature of both the Owner and the Contractor.

(2) The receipt by the PACE Processor of such other documents and instruments as it may require, including but not limited to, if applicable, the sworn statements of Contractor(s) and releases or waivers of lien, all in compliance with the requirements of applicable law.

(3) Owner has, as appropriate, executed and delivered to the PACE Processor the Agreement Documents and other such documents or instruments pertaining to the Disbursement Amount or the Work as it may require.

(4) The PACE Processor shall have determined that, as of the date of disbursement of the Disbursement Amount, the representations of the Owner contained in the Agreement Documents are true and correct, and no Default as defined in the Assessment Agreement shall have occurred or be continuing.

(5) No stop payment or mechanic's lien notice pertaining to the Work has been served upon Municipality and remains in effect as of the date of disbursement of the Disbursement Amount.

Upon satisfaction or waiver of the conditions described above, the PACE Processor will disburse the Disbursement Amount to Contractor within two business days of receiving authorization from the Program Administrator.

If any funds remain in the escrowed account, they will be used to reduce the outstanding amount of the assessment.

J. Installation of Energy Improvements

Installation of the Energy Improvements in conformance with the Agreement Documents shall be the responsibility of the property owner. The PACE Processor shall be under no obligation to disburse the Disbursement Amount to Contractor until the Energy Improvements are installed in conformance with the Agreement Documents.

K. Reserve Fund

A Reserve Fund has been created to provide for the payment of any past due and remaining principal balances on PACE assessments in the event of foreclosure upon a property

participating in the PACE Program. Owner's payment into the Reserve Fund shall be 2% of the assessment amount as determined by the Commissioner of Financial Regulation and shall be included in the Assessment. The PACE Processor shall disclose to the property owner the exact amount of the required payment into the Reserve Fund at the time of Fund Disbursement. Once disclosed, the amount of the Reserve Fund payment shall not change over the life of the Assessment.

L. Repayment and Collection of the Assessment

The first assessment payment will be due on the first day of the second month following the execution of the Assessment Agreement. A regular monthly payment shall be established upon disbursement of the final amount of the Assessment.

A property owner must pay the agreed-upon PACE assessment regardless of personal financial circumstances, the condition of the property, or the performance of the Energy Improvements. Property owners should not apply for financing if they are not certain they can pay the PACE assessment. **The failure to pay the PACE assessment in full or in part will result in financial repercussions, including penalties, interest and, eventually, foreclosure on the property by Municipality.**

1) Prepayment

There shall be no penalty or premium for prepayment of the outstanding balance of an assessment.

2) Regular Payments

Property Owners shall have the option of being billed monthly or making electronic payments to pay their assessment.

M. Monitoring

The PACE Processor shall monitor each PACE Assessment to ensure compliance with the Agreement's terms and conditions.

N. Delinquent and Non-payment Procedures

1) Delinquent Payments

In the event of non-payment, there is a need for coordination and communication between the PACE processor, the municipality and the property owner. Every effort will be made to give the property owner an opportunity to remedy the delinquency. Nonetheless, any overdue payment shall be considered as if it were a non-payment of municipal taxes and shall be charged late fees effective immediately upon non-payment. The following procedures shall be followed when payments are not received on the due date:

A late payment fee of 1% of the outstanding amount shall be imposed if payments are not received when due. An additional 1% shall be assessed on the delinquent amount for every month the amount remains unpaid up to a maximum of 12%. The interest fee does not compound. This fee shall be billed by and sent to the PACE processor on behalf of the credit facility.

For the purpose of PACE assessments, the 8% penalty permitted by 32 VSA 1674(2) shall be assessed once payments are 90 days past due. The penalty shall apply only to the overdue payment, not to the outstanding balance of the assessment. The penalty shall be forwarded to the municipality to cover costs associated with collection. Once payments are 90 days past due, the PACE Processor will assign collection back to the municipality and its tax collector.

The following notice procedures shall also apply:

- 5 days past due – reminder phone call from PACE Processor to participant;
- 15 days past due – reminder phone call from PACE Processor to participant;
- 30 days past due – reminder phone call from PACE Processor to participant, phone or e-mail notice to Town Treasurer who shall inform the tax collector;
- 60 days past due – PACE Processor sends written notice of delinquency to participant with copy to municipality

90 days past due – PACE Processor sends 2nd letter noticing delinquency to participant with copy to municipality. PACE Processor communicates with municipality to determine appropriate approach to collection.

2) Assessment in Default

Assessment shall be considered in default if it is 90 or more days past due of the date the municipality would impose the late payment penalty.⁴ All assessments in default shall be assigned to the municipality for collection action. Once received by the Town for collection, the Town shall issue to the homeowner a tax bill for the special assessment along with accrued interest and penalties. In the event that the tax bill is not paid within 30 days, then the Town shall institute a tax sale proceeding against the homeowner at the same time and in the same manner as the Town's annual tax sale.

Assessments in default shall be subject to the 8% penalty municipalities are allowed to charge on delinquent taxes. Recovered penalties shall be paid to the municipality.

3) In the event of foreclosure

In the event of a foreclosure action, the past due balances of any PACE assessment unpaid as of the date the action is filed shall be due for payment, with future PACE-assessment payment obligations to continue as a lien on the property.

O. Discharge of Lien

The Municipality or its agent shall discharge the lien upon receiving full repayment of the assessment.

⁴ Some municipalities impose the penalty on installments, others charge it only if the final payment is past due. This clause is designed to allow for both options.



**RESOLUTION RE ADOPTION OF PACE PROGRAM
DESCRIPTION AND GUIDELINES**

In the year Two Thousand Fifteen Resolved by the Selectboard or City Council of the City/Town of _____ as follows:

That WHEREAS, on March __, 20__ the voters of the of _____, Vermont created a Property Assessed Clean Energy (PACE) District by referendum vote to make it easier for building owners to invest in energy efficiency and/or renewable energy projects in existing homes (24 V.S.A. §3261 et seq.); and

WHEREAS, in a PACE District, property owners can choose to opt in to a special tax assessment district created by the municipality. The municipality funds the District through bonds or any other appropriate financing mechanisms, and the participating property owner can access funding for eligible energy efficiency and renewable energy projects and then pay back the cost through a regular municipal assessment on their property tax or other municipal bill; and

WHEREAS, the cost of the PACE program is borne solely by the participating property owners and not as an added cost to municipal services. Repayments are calculated to recover the costs of the program over a term that is less than the useful life of the installed efficiency measures or renewable energy project, weighted by cost; and

WHEREAS, the PACE program provides property owners in the City/Town of _____ with more creative ways and longer repayment terms to help pay for all types of energy-related building improvements, with such energy related projects saving electricity and fossil fuels;

WHEREAS, a document exists entitled [City/Town's] PACE Program Description and Guidelines which describes the PACE program and provides the guidelines by which the [City/Town's] PACE program is implemented;

NOW THEREFORE BE IT RESOLVED that the City/Town of _____ hereby adopts the [City/Town's] PACE Program Description and Guidelines dated _____.

Signed by:

Duly Authorized Agent





PACE

PROPERTY ASSESSED CLEAN ENERGY

Efficiency Vermont

PROGRAM ADMINISTRATOR AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 201__ (the "Effective Date") between the _____, a municipality in the State of Vermont (hereinafter "Municipality"), and VERMONT ENERGY INVESTMENT CORPORATION d/b/a EFFICIENCY VERMONT, a non-profit corporation doing business at 128 Lakeside Avenue, Suite 401, Burlington, Vermont 05401 (hereinafter "VEIC" or "Program Administrator").

WITNESSETH

WHEREAS, Municipality has created a Property-Assessed Clean Energy ("PACE") District and has established or is considering establishing a PACE Program ("Program") to assist property owners within Municipality with the acquisition, construction, or installation of certain eligible energy efficient improvements and renewable energy systems ("Eligible Projects") pursuant to Title 24, Chapter 87 of Vermont Statutes Annotated, as amended (the "Act"); and

WHEREAS, Program Administrator is an entity appointed under 30 V.S.A. §209 (d)(2) to deliver energy efficiency programs in the State of Vermont and, as such, has certain obligations under the Act, including providing information to municipalities concerning the implementation of the Act; and

WHEREAS, Municipality desires to retain the services of Program Administrator as set forth herein to assist with Municipality's implementation of its PACE Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1) SCOPE OF SERVICES

Program Administrator agrees to oversee the performance of all services described in Exhibit A, in accordance with its stated terms and conditions. In order to provide effective and efficient underwriting, closing and servicing of the PACE Assessments, Program Administrator expects to contract with a financial institution that will serve the role of PACE Processor. Exhibit A is attached to and made a part of this Agreement.

2) OBLIGATIONS OF MUNICIPALITY

- a) For each application submitted for participation in the Program, Municipality shall review and ensure:
 - i) the accuracy of the property description;
 - ii) the identity of the legal owner(s):

- iii) That property tax payments are current and there have been no delinquencies by the property owner in the previous three years; and
- b) In the event a participating property owner fails to pay the assessment due, Municipality shall undertake and prosecute such remedial actions (including foreclosure) as may be necessary for collection of the assessment and any associated interest and penalties, and as may further be necessary for the PACE Program Administrator to certify a balance due deficiency for payment out of the PACE Reserve Fund or the State PACE Reserve Fund.

3) PAYMENT

For services referred to in Section 1, Program Administrator shall be compensated as follows:

- a) a non-refundable application fee, in an amount set by Program Administrator up to a maximum of \$350, to be paid to Program Administrator by each property owner in Municipality that has applied for participation in the Program;
- b) an annual administration fee, in an amount set by Program Administrator up to a maximum of \$50 per year, to be paid to Program Administrator by each property owner in Municipality who is participating in the Program; and
- c) a servicing fee in an amount set by Program Administrator up to a maximum of 1% (annualized) of the outstanding principal, to cover the administrative costs incurred by the Program Administrator and/or the PACE Program Processor. Said fee shall be added to the interest rate charged by any credit facility obtained by the Program Administrator and earned as each payment is made.
- d) Late fees charged in excess of the regular assessment payment shall be paid to the Program Administrator. Penalties charged to delinquent payers shall accrue to Municipality.
- e) Program participants may be charged additional fees to cover the cost of recording documents, changes in documents due to an increase in the assessment amount after closing, receiving payoff statements, transferring ownership or other direct costs related to the administration of the program.

4) TERM

- a) This Agreement shall commence on the Effective Date. It shall continue until all PACE assessments financed in the community as a result of this agreement have been fully repaid or the town has been noticed that they have gone into default.
- b) Either party may terminate this Agreement for any future PACE loans for any reason upon ninety (90) days' written notice to the other party. The Program Administrator shall not terminate this agreement while administering a PACE loan unless the Town is in default of its obligations under this agreement or a new Program Administrator is arranged for by VEIC and approved by the Town.



- c) Except as provided in this Agreement, in no event shall Municipality be liable for costs incurred by or on behalf of Program Administrator after the effective date of a notice of termination. Municipality understands that it will be obligated to otherwise perform the obligations of the Program Administrator herein upon termination of this Agreement.
- d) The municipality may choose to prohibit any new participants in the PACE District with ninety (90) days' written notice sent to VEIC.
- e) A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Agreement and deposits with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Agreement, all notices to Municipality shall be addressed as follows:

Municipality: _____
 Street: _____
 City, State, and Zip Code: _____
 ATTN: _____

For purposes of this Agreement, all notices to Program Administrator shall be addressed as follows:

Vermont Energy Investment Corporation
 128 Lakeside Avenue, Suite 401
 Burlington, Vermont 05401
 ATTN: PACE Administrator

5) **INSURANCE**

- a) Program Administrator shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000 (one million dollars), and an automobile liability insurance policy in the minimum amount of \$500,000 (five hundred thousand dollars). All insurance policies shall be evidenced by the original Certificate of Insurance, specifying the required coverage.
- b) If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of the Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.
- c) If Program Administrator employs any person, it shall carry workers' compensation and employer's liability insurance.

6) **CONFORMITY WITH LAW AND SAFETY**

Program Administrator shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all Vermont Occupational Safety and



Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Program Administrator must be in accordance with these laws, ordinances, codes and regulations. Program Administrator shall release, defend, indemnify and hold harmless Municipality, its officers, agents, volunteers and employees from any and all damages, liability, fines penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

7) **AUDIT**

Municipality may conduct an audit of Program Administrator's financial, performance and compliance records maintained in connection with the operations and services performed under this Agreement. In the event of such audit, Program Administrator agrees to provide Municipality with reasonable access to Program Administrator's employees and make all such financial, performance and compliance records available to Municipality. Municipality agrees to provide Program Administrator an opportunity to discuss and respond to any findings before a final audit report is filed.

8) **SETOFF AGAINST DEBTS**

Program Administrator agrees that Municipality may deduct from any payments due to Program Administrator under this Agreement any monies that Program Administrator owes Municipality under any ordinance, Agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

9) **REPORTING**

Program Administrator shall provide Municipality with reports of program participants, assessment amounts, repayments and delinquencies no less than annually.

10) **CONFIDENTIALITY OF INFORMATION**

Program Administrator understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Program Administrator may have access to private or confidential information that may be owned or controlled by Municipality or participating property owners and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Municipality or participants. Program Administrator agrees that all information disclosed by Municipality to Program Administrator shall be held in confidence and used only in performance of the Agreement. Program Administrator shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

Program Administrator shall ensure that all PACE application materials remain confidential.

The foregoing provisions shall not apply to any information that: (a) is or becomes publicly known through no wrongful act by Program Administrator or its designee; (b) is independently developed by Program Administrator without breach of this agreement; (c) is explicitly approved for public release by prior written authorization of Municipality or PACE participant; or (d) is required to be disclosed by law or requested by a governmental body or agency, or is sought by judicial process,

provided, however, that whenever such disclosure is so required, Program Administrator shall use its best and reasonable efforts to assure that such disclosure is limited and subject to a protective order or similar safeguard.

11) **GOVERNING LAW**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Vermont. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Burlington, Vermont.

12) **AMENDMENTS**

The terms and conditions of this Agreement shall not be altered or otherwise modified except by written amendment to this Agreement executed by Municipality and Program Administrator.

13) **ENTIRE AGREEMENT**

- a) The terms and conditions of this Agreement, all exhibits attached and any documents expressly incorporated by reference represent the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior Agreements, oral or written, regarding the subject matter between Municipality and Program Administrator. No other Agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement.
- b) If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

14) **SEVERABILITY**

If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

15) **WAIVER**

Failure of either party to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default of the other party.

16) **ASSIGNMENT**

Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, except that such written consent is not required for Program Administrator (a) to assign its right to any money due or to become due hereunder, and (b) to assign its rights and obligations to a contracted PACE Program Processor as described in Section 1 and Exhibit A.

17) **EFFECT ON SUCCESSORS AND ASSIGNS**



This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

18) **SECTION HEADINGS**

The sections and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

IN WITNESS WHEREOF, Municipality and Program Administrator have executed this Agreement as of the date written on the first paragraph of this Agreement.

FOR MUNICIPALITY

Signed by:

Duly Authorized Agent

FOR VERMONT ENERGY INVESTMENT CORPORATION

Duly Authorized Agent



EXHIBIT A

SCOPE OF SERVICES

- Program Administrator or its contracted processor will maintain a dedicated application process, operate a system of application administration, perform all underwriting review, disburse funds on behalf of the municipality and provide daily customer service support at an office and by telephone.
- Program Administrator or its contracted processor will determine applicant and project eligibility for participation in the PACE Program, and process all applications, which will include application of underwriting criteria established by the Commissioner of the Department of Banking, Insurance, Securities and Health Care Administration and other qualifying criteria established by Municipality.
- Program Administrator or its contracted processor will collect and retain all of the payments described in Section 3 of the Agreement.
- Program Administrator will conduct the Written Analysis required by 24 V.S.A. §3262(b), unless the statute is modified to preclude the Program Administrator from conducting the analysis.
- Program Administrator or its contracted processor will notify Municipality and the property owner of property owner's acceptance into and enrollment in the PACE Program.
- Program Administrator or its contracted processor will coordinate the preparation of all documents required by the Act or otherwise required for participation in the Program and coordinate their execution prior to allowing a property owner to be enrolled in the PACE District. Municipality and Program Administrator acknowledge that Municipality may be required to coordinate the execution of the documents, in which event Program Administrator shall be relieved of this obligation.
- Program Administrator or its contracted processor will coordinate the recording of all documents required by the Act on Municipality's land records. Recording fees shall be paid by the participating property owner.
- Program Administrator or its contracted processor will confirm whether each Eligible Project has been completed, and upon confirmation of completion will arrange for funds to be disbursed to the project Contractor(s) in conformance with the project documents.
- Program Administrator or its contracted processor will make good-faith efforts to obtain financing for the PACE Program.
- Program Administrator or its contracted processor will manage the collection of assessments for Municipality and any payments to a shared source of funding.



INTERLOCAL CONTRACT

THIS AGREEMENT, effective the 26 day of August, 2013, entered into pursuant to 24 V.S.A. 3262, 3266, and 4901-4902, by and among TOWN OF DORSET and Thetford, political subdivisions of the State of Vermont (each a "Participating Municipality"), and National Bank of Middlebury and _____ financial institutions conducting business within the State of Vermont, or persons who are "purchasers" under 9 V.S.A. §5202(14), (each an "Investor" or "Investors").

WHEREAS, the Investors have committed to funding a financing program to assist property owners in making property-assessed clean energy ("PACE") improvements; and

WHEREAS, in order to implement such commitments, Investors have agreed to provide funds to a financing vehicle (the "Credit Facility"), the proceeds of which shall be advanced to eligible property owners ("Participating Property Owners") within the Participating Municipalities; and

WHEREAS, each Participating Municipality has elected to designate itself a PACE district in accordance with 24 V.S.A. §3261; and

WHEREAS, each Participating Municipality is an exempt lender under 8 V.S.A. §2201(d)(1); and

WHEREAS, the Participating Municipalities have entered into agreements (Exhibit A) with Vermont Energy Investment Corporation, Inc. (a domestic non-profit public benefit corporation, d/b/a Efficiency Vermont) to serve as PACE Program Administrator with respect to the financing program which is the subject of this Interlocal Contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, payment, receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the undertakings, representations and inducements set forth herein, the parties agree as follows:

- (1) At such time or times as determined by the PACE Program Administrator, each Investor shall deliver to the PACE Program Administrator or its designee such portion of the Investor's committed Credit Facility contribution. All contributions received by the PACE Program Administrator or its designee shall be deposited in the Credit Facility.

- (2) To the fullest extent permitted by law, the parties hereto pledge the PACE Reserve Fund created under 24 V.S.A. §3269 as security for the full payment and performance of loans made out of the Credit Facility to Participating Municipalities and Participating Property Owners.
- (3) To the fullest extent permitted by law, the loan loss reserve fund established under 24 V.S.A. §3270 (the "State PACE Reserve Fund") under the control and custody of the Treasurer of the State of Vermont is hereby pledged as security for the payment of past due balances in accordance with 24 V.S.A. §3270(e).
- (4) Each Participating Municipality shall be responsible for the execution, filing and recording of documentation evidencing loans made to their respective Participating Property Owners.
- (5) The Participating Municipality shall undertake and prosecute such remedial actions (including foreclosure) as may be necessary for the PACE Program Administrator to certify a remaining past due balance as defined in 24 V.S.A. §3270(e) for payment out of the PACE Reserve Fund or the State PACE Reserve Fund.
- (6) Under no circumstances shall any Participating Municipality be liable for the payment or performance of any loan made to a Participating Property Owner. This Interlocal Contract shall not be construed as an agreement of surety, joint venture, partnership, indemnification or guaranty, nor shall it be deemed to create an agency, except as explicitly provided herein.
- (7) In the event a Participating Municipality undertakes foreclosure or other collection remedy with respect to a financing made to a Participating Property Owner, it shall be entitled to recover and retain its incurred costs, including any statutory penalty. All net sums recovered, including collected accrued interest on such delinquent accounts, shall be paid over to the PACE Program Administrator or its designee for deposit in the Credit Facility.
- (8) No part of this Interlocal Contract may be assigned or assumed without the prior written consent of all parties.
- (9) Additional Investors and Participating Municipalities may become parties to this Interlocal Contract upon subscribing to these presents in the form and manner provided in Exhibit B-1 or B-2.
- (10) Periodic reports called for hereunder may be disseminated electronically. Any formal notice to be given hereunder shall be deemed sufficient if in writing addressed to the parties at the addresses indicated below their respective signature lines, and deposited for delivery with the United States Postal Service, first-class postage prepaid:

- (11) A party may withdraw from this Interlocal contract upon thirty (30) days advance written notice to all other parties, provided, however, that no such withdrawal shall abrogate, impair or affect the rights of any party or beneficiary hereunder.
- (12) This Agreement, and its Exhibits, may be executed in serial, sequential or multiple counterparts, each counterpart evidencing an agreement among the signatories thereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first set out above by their respective authorized officers.

PARTICIPATING MUNICIPALITIES

Town of DORSET
 By: [Signature]
 Chair, Selectboard Town Manager
 Address: PO Box 715
E Dorset, VT 05253
 Attn: Rob. Gaiotti

Town of Thetford
 By: [Signature]
 Chair, Selectboard Member
 Address: 1708 Tucker Hill Road
Thetford Center, VT
 Attn: Tig Tillinghast

INVESTORS

Nat. Credit Bank of Middlebury 
 By: [Signature]
 Authorized Officer
 Address: PO Box 189
Middlebury VT 05753
 Attn: William A. P. [Signature]

By: _____
 Authorized Officer
 Address: _____

 Attn: _____

EXHIBIT B-1

Reference is made to Section (II) of the Interlocal Contract dated _____,
20____, to which this Exhibit B-1 is a part.

By these presents, the undersigned political subdivision hereby subscribes to said
Interlocal Contract and binds itself as a Participating Municipality effective this date.

The foregoing action was taken at a duly warned and convened meeting of the legislative
body of the Participating Municipality held the ____ day of _____, 20____.

Participating Municipality

By:

Chair, Legislative Body

Address: _____

Attn: _____

PACE Property Certification

Section 1 - (Completed by homeowner)

Legal Property Owner: _____

Municipality: _____

Physical Address: _____

SPAN Number (from property tax bill): _____

The property has no involuntary liens at the time of application.

Property Owner Signature:

By signing this form, the Applicant(s) hereby certifies that the information provided above is true and correct as of the date set forth opposite the signature(s) and understand that any intentional or negligent misrepresentation(s) of the information contained in this application may result in legal consequences.

Print Name: _____

Signature: _____

Date: _____

Section 2 - (Completed by Municipality)

I, _____ (name), the _____ (title) for the town/city of _____
certify that the following information is true. (Please check the box next to each item that you certify as
being true.)

The property description provided above is accurate;

The identity of the legal owner(s) listed above is accurate:

Property tax payments are current and there have been no delinquencies by the property owner in
the previous three years.

Municipality Signature:

Print Name: _____

Signature: _____

Date: _____

NAME Postage
DATE 2/2/16
INVOICE# Annual Fee
VENDOR# _____
AMOUNT \$50.00
FISCAL YEAR 15-16
ORG/OBJ 10510/30132

Annual Postage Machine ACH fee. Entry only Board signature required.

	DR	CR
10100/01110		50.00
10510/30132	50.00	

03/17/16
12:36 pm

TOWN OF BRANDON General Ledger
General Transactions: Period 8 Current Year
Date:02/02/16 Ref:GJ# 20160624 Desc:Annual Postage ACH fee

Page 1 of 1
Jacolyn

Account	Description	Debit	Credit
1)10-1-00-01110	Checking #176452010	0.00	50.00
2)10-5-10-30132	Postage Expenses	50.00	0.00

10:18 am

Check Warrant Report # 61634 Current Prior Next FY Invoices

Luanne

Manually Selected For Check Acct 01(10 General Fund) 03/28/2016 To 03/28/2016

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
200263	ALDRICH & ELLIOTT, PC	76115 fema engineering	230.06	0.00	230.06	41781	03/28/16
310573	AMAZON.COM INC	1125276495 LEGO CLUB	71.36	0.00	71.36	392016	03/28/16
100598	AUBUCHON CO - BRANDON - STORE	03082016 ext cord	34.48	0.00	34.48	41785	03/28/16
100598	AUBUCHON CO - BRANDON - STORE	460745 highway marking tape	35.41	0.00	35.41	41786	03/28/16
310135	BECK, STEPHEN W	MAR 2016 REIMBURSE WEB HOST FEE	15.17	0.00	15.17	41788	03/28/16
100280	BRANDON LUMBER & MILLWORK CO.	502465/3 bulbs	7.98	0.00	7.98	41790	03/28/16
200218	BRANDON REPORTER	2-29-16 FEB ADS	1300.38	0.00	1300.38	41791	03/28/16
310501	BURLETT, DARYL	3-24-16 MILEAGE 1/10-3/23	120.42	0.00	120.42	41792	03/28/16
300454	CAMP PRECAST CONCRETE PRODUCTS	32715 box culvert	80904.00	0.00	80904.00	41793	03/28/16
301503	CHAMPLAIN VALLEY PLUMBING	885401 diesel fuel	729.40	0.00	729.40	41794	03/28/16
301043	CIVES CORPORATION, DBA	4467479 plow hitch , hydraulic,	7900.00	0.00	7900.00	41795	03/28/16
301043	CIVES CORPORATION, DBA	4467582 swivel weldment	296.75	0.00	296.75	41796	03/28/16
100346	CLARK'S TRUCK CENTER	371047 fluid	19.44	0.00	19.44	41797	03/28/16
300796	CLD CONSULTING ENGINEERS	53844/53845 Seg 6 Design	14609.63	0.00	14609.63	41798	03/28/16
310097	COMCAST	3/15/16 2417 franklin	334.44	0.00	334.44	41799	03/28/16
310319	CREATIVE APPAREL	299 wrestling shirts, shorts	1272.66	0.00	1272.66	41800	03/28/16
100456	DUBOIS & KING INC	216150 jan 22-feb 19, 2016	7723.07	0.00	7723.07	41801	03/28/16
100555	EASTERN ELECTRICAL CO., INC.	3548 replaced switches, outle	167.12	0.00	167.12	41802	03/28/16
310037	FAIRPOINT COMMUNICATIONS	APR2016 PD	44.13	0.00	44.13	41804	03/28/16
100925	FOLEY SERVICES INC	1012267 uniforms	47.58	0.00	47.58	41805	03/28/16
100925	FOLEY SERVICES INC	1013829 uniforms	47.58	0.00	47.58	41805	03/28/16
310426	FYLES BROS., INC.	11795-07 town office supplies	539.57	0.00	539.57	41806	03/28/16
100650	GALLS, AN ARAMARK COMPANY	005010148	50.20	0.00	50.20	41808	03/28/16
100725	GREEN MOUNTAIN GARAGE	083603 air filter	19.85	0.00	19.85	41809	03/28/16
100725	GREEN MOUNTAIN GARAGE	084036 inspection trk #5	50.00	0.00	50.00	41809	03/28/16
100725	GREEN MOUNTAIN GARAGE	084037 inspect/repairs trk #6	98.70	0.00	98.70	41809	03/28/16
100725	GREEN MOUNTAIN GARAGE	084038 inspect/repairs trk #3	96.29	0.00	96.29	41809	03/28/16
310233	GREEN MOUNTAIN POWER	MARCH 2016 march electric	4747.73	0.00	4747.73	41810	03/28/16
100081	JAM MAN ENTERTAINMENT	MAR 2016 DEC TEEN DANCE	87.50	0.00	87.50	41813	03/28/16
310571	JOHN A. TROMBLEY CONSTRUCTION	MAR21016 refund of overpayment	5.00	0.00	5.00	41814	03/28/16
310481	LEGO EDUCATION	716474421 lego kits	77.95	0.00	77.95	382016	03/28/16
100588	MARKOWSKI EXCAVATING, INC.	V-16679 gravel	225.75	0.00	225.75	41815	03/28/16
100588	MARKOWSKI EXCAVATING, INC.	V-16693 stump dump	52.50	0.00	52.50	41815	03/28/16
310079	MCGUIGAN, GABRIEL B	3/9/2016 rcsw meeting mileage	21.60	0.00	21.60	41816	03/28/16
100274	PETTY CASH - TOWN OFFICE	MAR 2015 VARIOUS	58.17	0.00	58.17	41817	03/28/16
100743	RON'S PLUMBING & HEATING INC	9840 TH --Fix leaking toilet	110.65	0.00	110.65	41819	03/28/16
100491	RUTLAND HERALD	650677 Cobb Hill, Ad for Bids	215.70	0.00	215.70	41822	03/28/16
100493	RUTLAND REGIONAL PLANNING COMM	3-22-16 WALK BIKE SUMMIT	25.00	0.00	25.00	41823	03/28/16
300264	SKI DOOR INC	24180 door repair	480.00	0.00	480.00	41825	03/28/16
310538	SMALLEY CONTRACTORS	2-29-16 TOWN OFFICE PAYMENT	93649.00	0.00	93649.00	41780	03/21/16
310397	SOUTHWORTH-MILTON, INC.	INV0589489 filter-lubes	26.82	0.00	26.82	41826	03/28/16
310397	SOUTHWORTH-MILTON, INC.	INV0589494 filters/lube	331.98	0.00	331.98	41826	03/28/16
200277	THUNDER TOWING & AUTO RECOVERY	4018 lube/oil/filter/cleaner	42.94	0.00	42.94	41827	03/28/16
200277	THUNDER TOWING & AUTO RECOVERY	4021 lube/oil/filter/maint	76.62	0.00	76.62	41827	03/28/16
310572	US PUBLIC SAFETY GROUP	128222 police tie bars	69.95	0.00	69.95	3112016	03/28/16
330348	VERIZON WIRELESS	APRIL 2016 april cell phones	237.31	0.00	237.31	41828	03/28/16
310045	VERMONT DEPARTMENT OF HEALTH	3-16-16 vital certificate paper	5.00	0.00	5.00	41829	03/28/16
300004	VERMONT DEPT OF PUBLIC SAFETY	68790 VLETS system services	585.00	0.00	585.00	41830	03/28/16
300581	VERMONT OFFENDER WORK PROGRAMS	SS393 signs	119.42	0.00	119.42	41831	03/28/16
300382	VLCT EMPLOYMENT RESOURCE AND B	20340-Q2 april unemployment	1427.73	0.00	1427.73	41832	03/28/16

03/24/16
10:18 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 61634 Current Prior Next FY Invoices
Manually Selected For Check Acct 01(10 General Fund) 03/28/2016 To 03/28/2016

Page 2
Luanne

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100146	VLCT PACIF	APRIL 2016	quarterly insurance	47051.71	0.00	47051.71	41833 03/28/16
310570	WHOLESALE DISTRIBUTORS	B17794	grader blades	2310.00	0.00	2310.00	41834 03/28/16
Report Total			268,806.70	0.00	268,806.70		

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 \$ ***268,806.70
Let this be your order for the payments of these amounts.

03/24/16

TOWN OF BRANDON Accounts Payable

Page 1 of 2

10:06 am

Check Warrant Report # 61631 Current Prior Next FY Invoices For Fund (20 Sewer Fund)

Luanne

All Invoices For Check Acct 01(10 General Fund) 03/28/16 To 03/28/16 & Fund 20

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
200263	ALDRICH & ELLIOTT, PC	03/21/16	champlain pump station	20-5-30-20120	2579.80	41782	03/28/16
			WW 76147	Engineering			
100015	ALLEN ENGINEERING & CHEMI	03/22/16	chlorine	20-5-55-50120	567.60	41783	03/28/16
			11150704301	Chlorine			
100856	APPLIED INDUSTRIAL TECHNO	03/16/16	flex couplings	20-5-55-43160	124.82	41784	03/28/16
			7007407846	Maint. Supplies - General			
100598	AUBUCHON CO - BRANDON - S	03/21/16	wwkeys, bulbs, etc	20-5-55-42140	56.89	41787	03/28/16
			WW460735	Maint. Supplies - Bldgs			
100190	BLUE SEAL FEEDS	03/16/16	manure forks	20-5-55-43160	69.98	41789	03/28/16
			329-7681	Maint. Supplies - General			
100280	BRANDON LUMBER & MILLWORK	03/15/16	marking paint	20-5-55-43160	25.96	41790	03/28/16
			502560/3	Maint. Supplies - General			
100494	ENDYNE INC	03/16/16	testing	20-5-55-22120	68.00	41803	03/28/16
			196714	Testing			
100925	FOLEY SERVICES INC	03/15/16	uniforms	20-5-55-10320	20.64	41805	03/28/16
			1012264	Clothing Allowance			
100925	FOLEY SERVICES INC	03/22/16	uniforms	20-5-55-10320	20.64	41805	03/28/16
			1013827	Clothing Allowance			
310426	FYLES BROS., INC.	03/14/16	propane - WW Chem Bldg	20-5-55-42110	89.78	41807	03/28/16
			63745	LP Gas - Bldgs			
310233	GREEN MOUNTAIN POWER	03/21/16	march electric wwater	20-5-55-42130	5535.02	41810	03/28/16
			WW MARCH 16	Electric			
100586	HARTIGAN COMPANY INC	03/15/16	vactor, flush, camera	20-5-55-51310	3250.00	41811	03/28/16
			102592	Collection Systems			
100985	J.F.MCDERMOTT CORP.	03/16/16	flushing bags	20-5-55-43160	131.00	41812	03/28/16
			61648	Maint. Supplies - General			
310569	PROCESS DISTRIBUTORS, INC	03/14/16	packing, ring	20-5-55-43160	87.00	41818	03/28/16
			4209	Maint. Supplies - General			
200179	ROOTX	03/10/16	root killer	20-5-55-51310	469.00	41820	03/28/16
			44483	Collection Systems			
300375	RUTLAND CITY	03/21/16	Feb sludge processing	20-5-55-50160	4095.00	41821	03/28/16
			16036SLUDG	Sludge Disposal			
100797	SHARE CORPORATION	03/18/16	solvent cleaner	20-5-55-43160	88.10	41824	03/28/16
			943224	Maint. Supplies - General			
330348	VERIZON WIRELESS	03/21/16	ww cell phone	20-5-55-42100	27.69	41828	03/28/16
			WW APRIL 16	Wastewater Telephone			
300382	VLCT EMPLOYMENT RESOURCE	03/21/16	ww unemployment	20-5-55-61150	114.27	41832	03/28/16
			WW20340-Q2	WW Unemployment			
100146	VLCT PACIF	03/21/16	ww quarterly insu	20-5-55-61160	2434.66	41833	03/28/16
			WW APRIL 16	WW Workers Comp.			
100146	VLCT PACIF	03/21/16	ww quarterly insu	20-5-55-61110	4382.88	41833	03/28/16
			WW APRIL 16	Insurance Expenses			

03/24/16
10:06 am

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 61631 Current Prior Next FY Invoices For Fund (20 Sewer Fund)
All Invoices For Check Acct 01(10 General Fund) 03/28/16 To 03/28/16 & Fund 20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				24238.73		

Selectboard

To the Treasurer of TOWN OF BRANDON, We Heraby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****24,238.73
Let this be your order for the payments of these amounts.

