

**Brandon Select Board Meeting**  
**September 26, 2016**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, September 26, 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 - September 12, 2016
- 3) Town Managers Report
- 4) Comments for Items not on the Agenda
- 5) Request to Close Road for the Neshobe School Halloween Parade
- 6) Proposed Real Estate Conveyance
- 7) Budget Committee
- 8) Norris Brothers Solar Development
- 9) Segment 6 / Bridge 114 / Overflow Culvert
- 10) Fiscal
  - a) FY 2016/2017 Warrant - September 26, 2016 - \$175,782.32
- 11) Adjournment

**Brandon Select Board Meeting  
September 12, 2016**

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

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

**Others In Attendance:** Dave Atherton, Arlen Bloodworth, Steve Bisette, Richard Baker, Maria Ammatuna, Dick Kirby, Chris Brickell, Daryl Burlett, Bill Moore, Ray Jobst

**1. Call to order**

The meeting was called to order by Seth Hopkins, Vice-Chair at 7:02PM.

**a) Agenda Adoption – Motion** by Ethan Swift/Tracy Wyman to adopt the agenda as presented. **The motion passed unanimously.**

Addition of 1b – Pledge of Allegiance

**b) Pledge of Allegiance**

Ethan Swift led the attendees of the Select Board meeting in the Pledge of Allegiance in honor of 911.

**2. Approval of Minutes**

**a) Motion** by Tracy Wyman/Ethan Swift to approve the August 22, 2016 Select Board meeting minutes as amended. **The motion passed unanimously.**

**3. Town Manager's Report**

Dave Atherton reported that he met with Markowski and Camp Precast on August 25<sup>th</sup> to discuss the overflow culvert construction and timeline. The drawings are being submitted to Camp Precast for culvert construction. The Town is in the process of completing the temporary and permanent right easements with the landowners involved with the overflow culvert. There are some issues with a couple of the landowners that are being worked out. The Town is in the process of switching the Town Hall lights upstairs to LED to provide some cost savings. The Select Board and two Planning Commission vacancies are being advertised. The Downtown Designation renewal is now due and the Planning Commission is in the process of reopening the Town Plan to add the Downtown district map that was not included in the current approved Plan. There is a Planning Commission public hearing set for Friday, October 7<sup>th</sup> at 8:00AM in the 2<sup>nd</sup> Floor Meeting Room of the Brandon Town Office. The Select Board will then have to hold two public hearings before adopting the change. On August 26<sup>th</sup> Mr. Atherton met with Jill Muhr and Jeff Thies from VLCT to discuss new regulations for wages and the liability concerns with public buildings for contractors and renters. The Town has collected \$5,552.00 in timber sales to date from the North Birch Hill lot. The Notice of Tax Sale letters were mailed August 26<sup>th</sup>. There have been many inquiries to set up payment plans and some full payments have been received. So far the Town has collected \$26,130.53 in taxes and \$16,507.55 in sewer payments from these letters.

With regard to Recreation and Economic Development, the Youth Theater has more than 40 participants involved in a production of Robin Hood. There will be three performances on November 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> at the Brandon Town Hall. The first year of flag football for 1<sup>st</sup> and 2<sup>nd</sup> graders has been popular with 15 children playing. The Brandon Rec's Cross Country Running program has 12 participants gearing up for a 5k run in November. The Brandon Rec's 28 Middle School football players started their 7-game schedule on Sunday. The 5<sup>th</sup> and 6<sup>th</sup> grade football program has 27 participants and will begin their play in the Middlebury Padded Flag football league on the 17<sup>th</sup>. The 3<sup>rd</sup> and 4<sup>th</sup> grade football program has 15 participants and began on the 11<sup>th</sup>. The Brandon Rec will be working with Pat

Hogan on an Odyssey of the Mind Club to support a 6<sup>th</sup> through 12<sup>th</sup> grade team. The U6 and U8 soccer practice began on the 9<sup>th</sup>. Mr. Moore met with Kevin Elnicki about the future of the Smith Block.

Maria Ammatuna provided the Town Manager a report from the Planning Commission that met on August 29<sup>th</sup> with Maria Ammatuna elected as the Planning Commission's Chair. Phyllis Atchison and Mike Lufkin are the other members of the Commission and two additional members are to be appointed. There was discussion of developing a collaborative rapport with the Select Board, the Main Street Association, Economic Development and other groups. There was a discussion of the type and number of zoning violations and the possibility of land use ordinance changes as needed. Mr. Atherton stated he is looking forward to working together with the Planning Commission.

#### 4. Comments for Items not on the Agenda

Richard Baker thanked Ethan Swift for his work on the Select Board.

Seth Hopkins offered the following Resolution of Thanks:

*"Whereas Ethan Swift has served the Town of Brandon as a planning commissioner, including leading the planning commission as its chairman, and*

*Whereas Ethan Swift was appointed to a vacancy on the Brandon Selectboard in 2010 and has been reelected by the voters of Brandon annually since then, and*

*Whereas Ethan Swift's tenure has been marked by an exemplary demonstration of respect and civility toward other town officials, employees and volunteers, and*

*Whereas Ethan Swift's education and professional experience in watershed management have been extraordinarily useful to the Town of Brandon, particularly in the aftermath of flooding from Tropical Storm Irene in 2011, and*

*Whereas Ethan Swift's instrumental efforts in both flood recovery and in the long-term mitigation of future flood events will be a lasting legacy of his service to the Town of Brandon, and*

*Whereas Ethan will continue to reside in Brandon where he and his wife Annsonee are raising their family, and*

*Whereas Ethan Swift has tendered his resignation from the Selectboard, now, therefore,*

*Be it resolved that the Brandon Selectboard, on behalf of the Town of Brandon, make public our sincere appreciation to Ethan Swift for his years of citizen-service to his community, and*

*Be it further resolved that the Brandon Selectboard extend to Ethan Swift our best wishes for his continued success, good health, and happiness."*

**Motion** by Seth Hopkins/Tracy Wyman to accept the Resolution of Thanks to Ethan Swift as presented. **The motion passed unanimously.**

Ethan Swift thanked the Select Board and all of the residents of Brandon. Mr. Swift stated there are many ways to serve the community and encouraged more people get involved to give back to the community. He stated one realizes that you have to collaborate and work together for a good process and better outcomes. Mr. Swift again expressed his gratitude to all who had voted him to the Select Board for several years. Mr. Hopkins also conveyed Doug Bailey's gratitude.

Dick Kirby asked for clarification on the culvert project and asked if there are any problems. Dave Atherton stated the Town has a notice to proceed. Markowski will be shoring up the building where Blue Moon is located. There is still funding that is expected from Hazard Mitigation and they will be here within the next couple of weeks to work in the river.

Dave Atherton reported the roadside mower is currently in Richmond and the Public Works Director is working on getting it delivered to Brandon.

Dave Atherton reported there was a great talent show at the Brandon Town Hall last Saturday.

#### **5. USDA Loan Resolution for Champlain Street Pump Station**

Dave Atherton reported there is a loan resolution for the Champlain Street pump station from the USDA that requires the Select Board's approval.

**Motion** by Devon Fuller/Ethan Swift to approve the USDA Loan Resolution for a loan amount not to exceed \$499,000.00 and a grant of \$153,400.00 for the Champlain Street pump station.

Seth Hopkins stated at the Town meeting it was discussed that the project would be \$680,000.00 and it is now going to be \$652,000.00. There has been discussion of doing some work this fall, but it is now decided to do it all at once. The final design is not complete and Daryl Burlett stated it is hoped to get a better bid doing it all at once rather than piece meal. Mr. Hopkins asked if there is an explanation of the match. Mr. Atherton stated it is what the USDA has chosen to award the Town for the project and it is roughly 22%. Maria Ammatuna requested clarification of the indebtedness. Mr. Hopkins stated the bond resolution is pursuant to bond Article 2 in 2016 and it was voted that up to \$680,000.00 would be paid by the wastewater users. It would not result in an increase in the sewer rates. It is currently a 20-year bond, however, Mr. Atherton stated this will likely change. Mr. Burlett stated this is not a bond, but is a low interest loan, plus a \$153,000.00 grant. Mr. Atherton stated it will be lower than the prime interest rate to cover the cost of this project. Ethan Swift stated there is a qualifier in the document indicating the Town has put forth the approval of the fund whether it is through bonds or capital reserve to cover the loan itself.

**The motion passed unanimously.**

#### **6. Reschedule October 10<sup>th</sup> Select Board Meeting**

The October 10<sup>th</sup> meeting falls on Columbus Day. It was the consensus of the Board to maintain the regularly scheduled date of October 10<sup>th</sup>.

#### **7. Set Public Hearing Date for Town Office Grant Closure**

Dave Atherton stated a public hearing is required for the close out of the community development loan for the town office funding. The grant funds have been exhausted and Mr. Atherton suggested the hearing could be held prior to the October 10<sup>th</sup> Select Board meeting.

**Motion** by Devon Fuller/Tracy Wyman to schedule a public hearing for the town office grant closure for 6:45PM on Monday, October 10<sup>th</sup>. **The motion passed unanimously.**

#### **8. Consider Planning Commission Appointment**

Dave Atherton advised that Stephanie Jerome has submitted a letter of interest in serving on the Planning Commission.

**Motion** by Ethan Swift/Devon Fuller to appoint Stephanie Jerome to the Planning Commission for a period of three years with a term ending June 30, 2019. **The motion passed unanimously.**

#### **9. Segment 6/Bridge 114/Overflow Culvert**

Dave Atherton reported he has been in touch with the Town's attorney regarding a warning for the condemnation hearings of the five properties relating to Segment 6. It is hoped to get utility work started this fall and for bids to go out by the end of the year. There are discussions being held on some small items such as park benches and lights. They will be moving poles on

the north and south end of town. The Town is awaiting the historic review for Bridge 114. There is some concern with bats that are living under the bridge. The project is not being held up for anything up at this point. The overflow culvert project was discussed earlier in the meeting. With regard to resolving the easement issues, there are some moving parts on a landowner's lot and the Town has met with the landowner multiple times. Two of the four properties have signed off. Maria Ammatuna questioned if trees are being discussed in the Segment 6 plan. Dave Atherton stated trees were already included in the plan that had been designed by an arborist. Ms. Ammatuna stated Mr. Rausenberger had raised questions regarding the trees for this project. Mr. Atherton stated there has been discussions about the trees and there will be a lot of trees being replaced. Bernie Carr noted that the trees along Center Street were planted in 1976 and prior to that there were no trees. Richard Baker stated the project has already paid \$40,000.00 to an arborist. Mr. Atherton stated this has been in the plans for 15 years, but he will confirm the tree portion of the project. Daryl Burlett reported there is a meeting with Markowski to discuss the permanent shoring of the Blue Moon building instead of temporary shoring. Seth Hopkins stated a number of people have asked about the Dunkin Donuts/Mobil building. Dave Atherton stated a Dunkin Donuts and car wash will be coming to Town. The parking lot behind the Mobil building is now owned by the Town. Devon Fuller asked if Mr. Burlett has come up with lighting for the parking lot. Mr. Atherton stated this is not something currently being worked on, as the parking lot is going to be used as the staging area for Segment 6. Mr. Fuller stated there was discussion of using the parking lot for voting, however, there is lack of lighting. Mr. Atherton stated there is not consideration to do anything with the parking lot for at least another year. Mr. Fuller suggested coming up with temporary lighting for the parking lot during voting. Bill Moore suggested temporary lighting could potentially be done by the Brandon Fire Department as they have a large lighting truck. Sue Gage will contact the Brandon Fire Department to request.

#### 10. Fiscal

##### *a) FY 2015/16 Warrant – September 12, 2016 - \$4,095.00*

**Motion** by Devon Fuller/Tracy Wyman to approve the FY2015/16 warrant of September 12, 2016 in the amount of \$4,095.00. **The motion passed unanimously.**

##### *b) FY2016/17 Warrant – September 12, 2016 - \$220,502.58*

**Motion** by Tracy Wyman/Ethan Swift to approve the FY2016/17 warrant of September 12, 2016 in the amount of \$220,502.58. **The motion passed with one abstention – Devon Fuller.**

The Select Board recessed the meeting at 7:49PM.

The Select Board reconvened at 7:52PM.

**Motion** by Ethan Swift/Tracy Wyman to enter into executive session pursuant to 1VSA 313(a)(3) regarding the appointment or employment or evaluation of a public officer or employee at 7:53PM to include the Town Manager and Recreation/Economic Development Director. **The motion passed unanimously.**

#### 11. Executive Session Pursuant to 1VSA 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 8:40PM. **The motion passed unanimously.**

There were no actions required.

**Motion** by Ethan Swift/Devon Fuller to enter into executive session pursuant to 1VSA 313(a)(3) regarding the appointment or employment or evaluation of a public officer or employee at 8:41PM to include the Town Manager. **The motion passed unanimously.**

#### 12. Executive Session Pursuant to 1VSA 313(a)(3) – The appointment or employment or evaluation of a public officer or employee

**Motion** by Ethan Swift/Tracy Wyman to come out of executive session at 8:55PM. **The motion passed unanimously.**

**Motion** by Ethan Swift/Devon Fuller to appoint Brian Coolidge to fill the remaining term of Ethan Swift on the Select Board. **The motion passed unanimously.**

**13. Adjournment**

**Motion** by Devon Fuller/Tracy Wyman to adjourn the Select Board meeting at 9:00PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

## Town Manager Report for the weeks of September 12<sup>th</sup> and 19<sup>th</sup>, 2016

The Newton Road property asbestos study will be completed in the next couple weeks. I am preparing the RFP for demolition which will go out in the next couple of days. We have also received the Stream Alteration Permit from the State.

The 1061 Notice for the sale of the Town Farm property has been posted. After the 30 day notice we will be able to transfer ownership of the property.

The Town solar project on Robert Wood Road is moving along. All of the footings and frames have been installed and the panels are currently being installed.

We have received the Stream Alteration Permit from the State for the overflow culvert. We have been granted an extension for river work until October 15<sup>th</sup> which will allow the building shoring to take place. The rest of the work is outside of the river.

The Cobb Hill culvert replacement has been completed and the road is open.

We have been working on the intersection at Town Farm and Newton Road to slow vehicles down as they approach the intersection. We are also rebuilding the ditches around the intersection to keep vehicles on the pavement and not drive through the ditch.

We are in the process of preparing a Memorandum of Agreement with Federal Land Access and VTrans in connection with the Churchill Road Bridge replacement. There is a proposed project schedule in your packets.

We had to perform some roof repair on the common stairwell at the Town Offices. It has leaked twice during heavy rainstorms and caused the fire alarm to go off.

Since September 9<sup>th</sup> we have taken in \$39,953.62 in delinquent taxes and sewer fees. Our outstanding balances as of 9/22/16 are: Taxes - \$228,330.81 and Sewer - \$100,842.73 = \$329,173.54 We have signed over 20 agreements in the past month. The deadline to payoff delinquents or make a payment agreement is September 26<sup>th</sup>. After which we will be sending the list to our Attorney to proceed with the tax sale process.

Paving has begun on the following streets: West Seminary, East Seminary, North Seminary, East Prospect and River.

Brandon, VT  
Bridge Replacement  
Churchill Road over Neshobe River

Anticipated Project Schedule

Submit Draft ROW plans:	Week of September 23, 2016
Submit Draft Final Plans:	Friday October 28, 2016
Town/State review:	three weeks (return comments by Monday November 21, 2016)
Submit Final Plans:	Friday December 2, 2016
Submit Environmental Permits:	Friday December 2, 2016
Advertise Project:	Monday February 6, 2017
Notice to Proceed:	Monday March 20, 2017
Start Construction:	Monday April 3, 2017
Complete Construction:	Friday October 27, 2017

RECEIVED

SEP 22 2016

THE NESHOBE SCHOOL

TOWN OF BRANDON

Judith A. Pulsifer, Principal  
17 Neshobe Circle  
Brandon, VT 05733  
Phone (802) 247-3721

September 19, 2016

Mr. Dave Atherton  
Town Manager  
49 Center Street  
Brandon, VT 05733

Dear Dave:

We are beginning to plan for the annual Halloween Parade, which has been a school and community event for over forty years. We would like to request your approval to continue this tradition, which would mean closing Route 7 for approximately twenty minutes (from 12:55 until 1:15 p.m.) on Monday, October 31, 2016. This year, we will be parading from Park Street to the Town Hall and back to Park Street where we will board buses.

Thank you for your consideration of this request. Please remember that you are always welcome to join us.

Sincerely,



Judith A. Pulsifer  
Principal

JAP/sfs

TOWN OF BRANDON

NOTICE OF TERMS OF PROPOSED REAL ESTATE CONVEYANCE  
PURSUANT TO 24 V.S.A. §1061(a)(1)

The Town of Brandon hereby provides notice of the terms of a proposed conveyance of real estate owned by the Town of Brandon pursuant to 24 V.S.A. §1061(a)(1). The terms of the conveyance are set forth in a Purchase and Sale Agreement by and between The Town of Brandon (the "Seller") and Thomas P. McLaughlin (the "Purchaser"), a copy of which is posted and available for review at the Brandon Town Offices located at 49 Center Street, Brandon, Vermont. The terms of the Purchase and Sale Agreement include the following:

Description of Property: 2.00 +/- acres, more or less, with improvements thereon, located at 1745 Town Farm Road, Brandon, Vermont (the "Property"), and being all and the same lands and premises conveyed to the Town of Brandon by Tax Collector's Deed dated June 29, 2016, and recorded in Book 231, at Page 620 of the Brandon Land Records.

Purchase Price: Five Hundred U.S. Dollars (\$500.00).

Closing Conditions: The above conveyance is subject to conditions regarding the cleanup of the Property after closing.

Other specific terms of the conveyance can be obtained by reviewing a copy of the Purchase and Sale Agreement, or by contacting the Brandon Town Clerk, Sue Gage, at 802-247-3635.

Notice is hereby provided, pursuant to 24 V.S.A. §1061(a)(2) that:

If a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the municipal clerk within 30 days of the date of posting and publication of the notice required by subdivision (1) of this subsection, the legislative body shall cause the question of whether the municipality shall convey the real estate to be considered at a special or annual meeting called for that purpose. After the meeting, the real estate may be conveyed unless a majority of the voters of the municipality present and voting vote to disapprove of the conveyance.

Notice is also hereby provided that unless a petition is filed in accordance with 24 V.S.A. §1061(a)(2) as stated above, the Brandon Selectboard will be authorized to proceed with the conveyance on the terms set forth in the Purchase and Sale Agreement.

Respectfully submitted,

BRANDON SELECTBOARD

BY:	_____	_____
	Doug Bailey, Chair	Date
	_____	_____
	Tracy Wyman	Date
	_____	_____
	Seth Hopkins	Date
	_____	_____
	Devon Fuller	Date
	_____	_____
	Brian Coolidge	Date

S://current/Wanda/Client Files/Brandon/1745 Town Farm Road/ 24 V.S.A. § 1061 (a)(1) Notice

**PURCHASE AND SALE CONTRACT**

between

**Thomas P. McLaughlin, Purchaser**

and

**The Town of Brandon, Seller**

**This is a legally binding contract. If not understood, seek competent legal advice.**

The undersigned Purchaser hereby offers and agrees to purchase the property described in Paragraphs 3 and 4 below (hereinafter "the Property"), upon the terms and conditions stated herein. Purchaser reserves the right to withdraw this offer at any time prior to Seller's acceptance. Once Seller accepts the offer by signing this Contract and providing a copy of the fully signed Contract to Purchaser, this shall constitute the parties' legally binding contract for the purchase and sale of the Property. The "Contract Date" shall be the date on which the last of the parties has signed this Contract.

1. **Purchaser: Thomas P. McLaughlin**

Address: 1445 Town Farm Road, Brandon, VT 05733

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Purchasers' Attorney: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Seller: Town of Brandon**

Address: 49 Center Street, Brandon, VT 05733

Phone Number: (802) 247-3635 x. 210

E-mail: *datherton@townofbrandon.com*

Seller's Attorney: Paul Donaldson, Esq.  
Carroll, Boe & Pell, PC  
64 Court Street, Middlebury, VT 05753  
(802) 388-6711  
*pdonaldson@64court.com*

3. **Address Of Property: 1745 Town Farm Road, Brandon, VT, and being all and the same lands and premises conveyed to the Town of Brandon by Tax Collector's Deed dated June 29, 2016, and recorded in Book 231, at Page 620 of the Brandon Land Records.**

4. **Parcel ID#:** 03-01-22, consisting of 2 acres, more or less with improvements thereon.
5. **Total Purchase Price:** Five Hundred U.S. Dollars (\$500.00).
6. **Earnest Money Deposit:** None.
7. **Closing:** Closing shall be held within one week of Seller's satisfaction of Special Condition 8.A. as stated herein, at the offices of Purchaser's attorney within the State of Vermont, unless otherwise agreed upon by the parties. The parties agree that time is of the essence with regard to the Closing Date.
8. **Special Conditions:** This Contract is subject to the following contingencies and special conditions. If any party terminates in accordance with the terms of one or more contingencies, the parties shall have no further obligations to each other. Failure of a party to comply with the deadlines set forth in any contingency shall constitute a waiver of that contingency by that party.
  - A. **Notice of Proposed Sale/Voter Approval.** The sale is subject to the Seller posting and publishing a Notice of the Proposed Sale at the Brandon Town Clerk's Office for a period of 30 days pursuant to 24 V.S.A. §1061(a)(1), and securing the statutorily required voter approval of the sale thereafter, if necessary. Seller shall promptly post and publish said Notice as soon as this Purchase and Sale Contract is signed by all parties.
  - B. **Property Cleanup.** Within one (1) year from the date of the Closing, Purchaser must clean up the Property, removing all junk, debris, and inhabitable dwellings and structures therefrom, and securing all municipal, state and federal permits necessary and required to so clean up the Property. This contingency shall be a covenant that is incorporated into the Deed to be conveyed at closing.
9. **Fixtures And Personal Property:** None.
10. **Examination Of Title:** Following execution of this Contract, Purchaser shall cause the title to the Property to be examined promptly at Purchaser's own expense.
11. **Possession:** Possession shall be given on the Closing Date.
12. **Payment Of Purchase Price:** The entire purchase price is due at closing and is to be paid in cash, certified check, cashier's check, or attorney's trust account check.
13. **Deed:** The parties recognize that Seller acquired the Property by Tax Collector's Deed; at closing, Seller shall give to Purchaser a Vermont Quit Claim Deed, furnished and paid for by Seller. The Quit Claim Deed shall contain the following AS IS language:

"The transfer of the Property is AS-IS, WHERE-IS, with the Purchaser taking all defects and risks associated with or connected to the Property, including but not limited to all risks associated with the following:

- a. Subject to the rights of redemption(s) any party or entity has in and to the Property.
- b. Subject to such facts as an accurate survey and physical inspection of the premises may reveal.
- c. Subject to easements, restrictions, agreements and all documents of record, if any.
- d. Subject to the rights of tenants and other occupants, if any.
- e. Subject to state and municipal ordinances, statutes and regulations, including zoning ordinances.
- f. Subject to all liens of record not foreclosed, equitable or otherwise, whether or not filed.
- g. Subject to all violations, if any, of environmental laws, rules, and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
- h. Subject to any defects or problems associated with the real estate or any improvements thereon.
- i. Subject to all violations, if any, other than environmental in nature, of laws, rules and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
- j. Subject to prior mortgages and liens of record, if any.

By acceptance of this deed, GRANTEE agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of this quit claim deed, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and GRANTEE hereby expressly assumes the risk of any and all defects in the Property. GRANTEE fully understands that GRANTOR has made no warranties or representations, express or implied, pertaining to the Property, the condition thereof, the condition of the structures and improvements thereon, or any other matter pertaining thereto, including but not limited to matters relating to boundaries, acreage, or compliance with state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the condition or use of the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose, habitability, or any other warranties express or implied at law. Further, GRANTEE expressly disclaims any and all warranties pertaining to, and concerning, the applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the Property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same and the existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. GRANTEE acknowledges that GRANTOR has no responsibility to GRANTEE for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the Property.

The Property is conveyed subject to all legally enforceable easements, rights-of-way, rights of travel along public ways, covenants, conditions, declarations, land use, subdivision, occupancy, municipal and other permits, and other restrictions of record to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §601-604).”

14. **Property Transfer Tax:** Purchaser shall be responsible for paying any Vermont Property Transfer Tax due on this transaction.
15. **Land Gains Tax:** Seller shall be liable for any Vermont Land Gains Tax due on account of this sale. If Seller is unable to provide satisfactory proof that no land gains tax is due, then Seller acknowledges that Purchaser must withhold 10 percent of the purchase price at closing unless Seller obtains a certificate from the Vermont Department of Taxes authorizing a reduced withholding amount.
16. **Default:** If Purchaser shall fail to complete said purchase as provided herein, or is otherwise in default, Seller may terminate this Contract and may pursue Seller's rights to all legal and equitable remedies provided by law.  
  
If Seller shall fail to complete said sale as provided herein, or is otherwise in default, Purchaser may terminate this Contract, and may pursue Purchaser's rights to all legal and equitable remedies provided by law.  
  
In the event legal action is instituted arising out of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
17. **Risk Of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, the risk of loss shall be on Seller and Seller shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property (or, upon the written request of Purchaser, and at Purchaser's expense, in such greater amount as Purchaser may reasonably request). In the event that any of the said buildings are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such destruction or damage, or terminate this Contract.
18. **Closing Adjustments:** Property taxes, water, sewer, and other municipal charges, as well as association dues and other similar charges, shall be prorated between the parties as of the closing date. If any tax, charge or rate is undetermined on the date of closing, the last determined tax, charge or rate shall be used for the purpose of proration.
19. **Notice:** Any notice required by this agreement must be given in writing, either by mailing, overnight delivery, electronic mail, or hand-delivery. Notice will be effective as of the date actually received by the other party.

20. **Local and State Regulations:** The parties hereby acknowledge that Seller has advised Purchaser that local and state building regulations, zoning regulations, and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the Property may limit significantly the use of the Property.
21. **No Broker:** The parties hereby acknowledge that no real estate broker or other similar party is entitled to a commission on account of this transaction.
22. **Binding Effect.** This Contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, successors, administrators, executors and assigns.
23. **Entire Agreement.** This Contract contains the entire agreement by and between the parties hereto, superseding any and all prior agreements, written or oral, affecting said Property.
24. **Miscellaneous.** This Contract shall be governed by the laws of the State of Vermont. Any legal action arising out of this Contract shall be brought in the Vermont Superior Court in the county where the Property is located. Electronic copies and facsimile communications of this Contract will be considered binding by the parties to the same extent as original documents.
25. **Modification And Amendment:** No modification, amendment or deletion affecting this Contract shall be effective unless in writing and signed by all parties.

Purchaser hereby offers and agrees to purchase the above-described Property at the price and upon and subject to the terms and conditions of this Contract. Purchaser acknowledges receipt of a copy of this Contract.

Date of offer: \_\_\_\_\_

\_\_\_\_\_  
Thomas P. McLaughlin - Purchaser

Seller hereby accepts the offer set forth above and agrees to sell the above-described Property, at the price and upon and subject to the terms and conditions of this Contract. Seller acknowledges receipt of a copy of this Contract.

**Town of Brandon - Seller**  
By: BRANDON SELECTBOARD

BY:	_____	_____
	Doug Bailey, Chair	Date
	_____	_____
	Tracy Wyman	Date
	_____	_____
	Seth Hopkins	Date
	_____	_____
	Devon Fuller	Date
	_____	_____
	Brian Coolidge	Date

S://current/Wanda/Client Files/Brandon/1745 Town Farm Road/Purchase and Sale Contract

112 State Street  
4th Floor  
Montpelier, VT 05620-2701  
TEL: 802-828-2358



TTY/TDD (VT): 800-253-0191  
FAX: 802-828-3351  
E-mail: psb.clerk@vermont.gov  
Internet: http://psb.vermont.gov

**State of Vermont  
Public Service Board**

**RECEIVED**

SEP 22 2016

MEMORANDUM

TOWN OF BRANDON

To: Norris Brothers Solar Development  
Cc: Vermont Department of Public Service; Town of Brandon  
From: Holly R. Anderson, Deputy Clerk of the Board  
Re: #16-0080-NM, Application of Norris Brothers Solar Development  
Date: September 19, 2016

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On August 18, 2016, the Vermont Public Service Board (the "Board") received an application from Norris Brothers Solar Development (the "Applicant") seeking authorization to construct and operate a 150 kW net-metered photovoltaic system in Brandon, Vermont.

On September 1, 2016, the Town of Brandon requested a hearing on the application (attached). Any comments on the Town of Brandon's request must be filed in writing with the Board by no later than October 3, 2016.

Attachment: Letter from David J. Atherton, on behalf of the Town of Brandon, to Judith C. Whitney, Clerk of the Board, dated August 30, 2016.



VERMONT PUBLIC  
SERVICE BOARD

2016 SEP 1 AM 9 01

August 30, 2016

Vermont Public Service Board  
112 State Street, 4<sup>th</sup> Floor  
Montpelier, VT 05620-2701

Attn: Clerk

The Town of Brandon would like to request a hearing in reference to the ground mounted solar project proposed by the McKernon Group at 381 New Road in Brandon, Vermont.

The project abuts Estabrook Field, which is a recreation area owned by the Town. The field is used for baseball, softball, tennis and soccer, among other sport activities. The concern is that there is no buffer zone or screening to shield the proposed solar panels from the recreation area.

The Town feels that this could very well be a distraction unless proper screening is addressed. Attached is the portion of our Town Plan that discusses the siting of public energy facilities. Please take note of item numbers 7 and 8 which discusses settlement patterns and aesthetic impacts.

I can be reached at 802-247-3635 x210 or by email at [datherton@townofbrandon.com](mailto:datherton@townofbrandon.com) with any concerns.

Sincerely,

David J. Atherton,  
Brandon Town Manager

**Siting of Solar Energy Facilities**

2016 SEP 1 AM 9 02

Most sections of this Plan contain policies, goals, and action steps that affect the siting of new solar electricity-generation facilities, proposed system upgrades, associated access roads and utility lines, and site clearing in preparation for such development ("solar projects"). For the convenience of the municipality and developers, this section distills those policies, goals, and action steps into the following list.

To comply with this Plan, solar projects must meet the following criteria:

1. The Town encourages responsible solar project development and requires demonstrated compliance with all federal and state statutes and regulations, including all procedures and Public Service Board regulations, as well as Brandon ordinances to the extent permitted by law.
2. Solar projects shall be consistent with the policies, goals, and action steps in this Plan, especially those in the Historic and Cultural Resources, Natural Resources, and Future Land Use sections.
3. **MOU.** Preference will be given to solar projects when project developers have reached a written memorandum of understanding ("MOU"), negotiated with the Planning Commission and Town Manager and approved by the Select Board, addressing each of the elements in this subsection, as well as community concerns.
4. **Large projects.** Large projects are ground-mounted solar projects of utility-scale solar generation and transmission facilities generating 150 kW or greater or requiring clearing and development of more than one acre of land.
5. **Small projects.** Small projects are solar projects of less than utility scale (less than 150 kW) or covering less than one acre of land.
6. **River corridors and aquifers.** Like much other development, solar projects are prohibited in Fluvial Erosion Hazard Zones and Source Protection Areas identified on Natural Resources Map 1, except that solar projects may be located in Floodways and FEMA Flood Zones if demonstrated to be in compliance with applicable state and federal law.
7. **Settlement pattern.** Solar projects shall be sited in areas that reinforce Brandon's unique, historic settlement pattern of compact centers (Downtown, Forestdale, and Park Village) surrounded by working farms and forests, as well as significant tracts of relatively undisturbed or regenerating natural areas. (See Future Land Use Map.)
8. **Aesthetic impact.** All solar projects shall be sited and screened so as to avoid adverse aesthetic impact.
  - a. In utilizing the so-called "Quechee Test," the "average person" shall be defined for these purposes as the Brandon Planning Commission and the Brandon Select Board.
  - b. Large projects shall be located in areas below the horizon from public and private vantage points and adhere, at a minimum, to the setback requirements set forth in Act 56 and all other applicable law.

- c. Where not screened by topography or buildings, solar projects shall include screening consisting of native plantings that will reach a height sufficient to hide them from view within five years of installation. Existing vegetation shall be maximally utilized for such purposes.
  - d. *Gateways*. Because Brandon's tourism economy depends on its historic development pattern and the aesthetics derived from that pattern, large projects shall not be sited within the viewshed of drivers on Route 73 or Route 7.
9. **Working lands**. Recognizing the irreplaceability of Brandon's prime agricultural lands (primary agricultural soils as mapped by the U.S. Natural Resource Conservation Service), solar projects shall be sited to avoid conversion of such lands to solar or wind energy production. Solar projects shall also minimize clear-cutting of mature timberland.
10. **Fish & game; habitat connectivity**. Hunting, fishing, and passive wildlife enjoyment are important to Brandon's history, lifestyle, and economy. So as to avoid adverse impacts on wildlife populations and human activities dependent on them, solar projects shall be located outside of critical habitat connectivity areas (*see* Semi-Regional Habitat Connectivity Map) or if located within critical habitat connectivity areas, shall not involve fencing or other permanent structures that the Vermont Agency of Natural Resources determines would interfere with the movement of wide-ranging mammals and other wildlife through such areas. Solar project developers shall demonstrate avoidance or mitigation of impact on rare, threatened, or endangered species, including amphibians, reptiles, and fish.
11. **Adaptive reuse**. Reuse of brownfields, grayfields, and previously disturbed areas (such as quarries, but not including agricultural fields) is preferred, but the preference shall not be applied when other criteria listed in this subsection are not met.
12. **Decommissioning**. Solar project developers shall present a satisfactory decommissioning plan, bond, or both.

TOWN OF BRANDON Accounts Payable  
Check Warrant Report # 62749 Current Prior Next FY Invoices  
All Invoices For Check Acct 01(10 General Fund) 09/26/16 To 09/26/16

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310640	802 FENCE LLC	AUG 31 2016 Fence repair Newton Rd	3207.44	0.00	3207.44	42609	09/26/16
100406	ADDISON INDEPENDENT	8-31-16 FIREFIGHTER APPRECIATION	125.00	0.00	125.00	42610	09/26/16
310450	ALLEN, ANDREW	09112016 Sept 11th football game	45.00	0.00	45.00	42611	09/26/16
310251	APEX SOFTWARE	294266 software maint renewal	215.00	0.00	215.00	42612	09/26/16
100900	BIRD, GRACE	0005-0890 state refund credit	320.01	0.00	320.01	42613	09/26/16
100190	BLUE SEAL FEEDS	329-6127 trash bags	43.96	0.00	43.96	42614	09/26/16
100190	BLUE SEAL FEEDS	329-7263 trash bags	36.97	0.00	36.97	42614	09/26/16
100255	BRANDON FIRE DISTRICT #1	0317 1745 town farm rd	56.00	0.00	56.00	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	AUGUST 2016 APPROPRIATION	64853.00	0.00	64853.00	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	HW 9/30/16 HIGHWAY GARAGE	56.00	0.00	56.00	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	PD 9/30/16	37.52	0.00	37.52	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	REC 9/30/16 ESTABROOK FIELD	283.27	0.00	283.27	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	TH 9/30/16 TOWN HALL WATER	38.21	0.00	38.21	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	TO 9/30/16 town office	44.17	0.00	44.17	42615	09/26/16
100255	BRANDON FIRE DISTRICT #1	WW 9/30/16 WASTEWATER	751.37	0.00	751.37	42615	09/26/16
100280	BRANDON LUMBER & MILLWORK CO.	509929/3 wire brush, gloves	26.03	0.00	26.03	42616	09/26/16
200218	BRANDON REPORTER	AUG 2016 august ads	849.26	0.00	849.26	42617	09/26/16
100860	CARROLL, BOE & PELL P.C.	29488 misc issues	1021.33	0.00	1021.33	42618	09/26/16
100860	CARROLL, BOE & PELL P.C.	29489 GLC SOLAR	3055.12	0.00	3055.12	42618	09/26/16
100860	CARROLL, BOE & PELL P.C.	29490 FEMA CULVERT	304.00	0.00	304.00	42618	09/26/16
100860	CARROLL, BOE & PELL P.C.	29520 BIC CONVEYANCE	4459.02	0.00	4459.02	42618	09/26/16
100462	CASELLA WASTE MANAGEMENT INC.	1305873 dumpster rental	832.35	0.00	832.35	42619	09/26/16
100462	CASELLA WASTE MANAGEMENT INC.	1963455 trucking of sludge	2067.00	0.00	2067.00	42619	09/26/16
301503	CHAMPLAIN VALLEY PLUMBING	874589 gasoline	400.34	0.00	400.34	42620	09/26/16
301503	CHAMPLAIN VALLEY PLUMBING	874993 diesel fuel	387.92	0.00	387.92	42620	09/26/16
100411	CIJKA, STEPHEN J	SEF2016 reimb for distilled wate	2.78	0.00	2.78	42621	09/26/16
300796	CLD CONSULTING ENGINEERS	54596 Bridge 114 engineering	1075.36	0.00	1075.36	42622	09/26/16
300796	CLD CONSULTING ENGINEERS	54621/54622 Rt 7 Seg 6 roadway desig	47601.36	0.00	47601.36	42623	09/26/16
300796	CLD CONSULTING ENGINEERS	54623 Rte 7 Seg 6 sewer design	1668.82	0.00	1668.82	42624	09/26/16
300796	CLD CONSULTING ENGINEERS	54624 Rte Seg 6 water design	7778.26	0.00	7778.26	42625	09/26/16
310097	COMCAST	PD 8-27-16 PD phone/internet	254.05	0.00	254.05	42626	09/26/16
310097	COMCAST	TH 9-9-16 town hall internet	142.11	0.00	142.11	42627	09/26/16
300466	DUNDON PLUMBING & HEATING INC	31582 portable toilet rental	75.00	0.00	75.00	42628	09/26/16
100494	ENDYNE INC	212375 testing	88.00	0.00	88.00	42629	09/26/16
100494	ENDYNE INC	213034 testing	142.50	0.00	142.50	42629	09/26/16
310037	FAIRPOINT COMMUNICATIONS	SEPT 2016 sept phone/internet	68.98	0.00	68.98	42630	09/26/16
300187	FLORENCE CRUSHED STONE	223117G stone	1261.70	0.00	1261.70	42631	09/26/16
300187	FLORENCE CRUSHED STONE	223117S sand	755.13	0.00	755.13	42631	09/26/16
100925	FOLEY SERVICES INC	1046485 uniforms	20.64	0.00	20.64	42632	09/26/16
100925	FOLEY SERVICES INC	1046486 uniforms	47.58	0.00	47.58	42632	09/26/16
100925	FOLEY SERVICES INC	1047806 uniforms	20.64	0.00	20.64	42632	09/26/16
100925	FOLEY SERVICES INC	1047807 uniforms	47.58	0.00	47.58	42632	09/26/16
310426	FYLES BROS., INC.	69462 propane	273.99	0.00	273.99	42633	09/26/16
300974	GRAPH-X INCORPORATED	3575 shirts	110.00	0.00	110.00	42634	09/26/16
100969	GRAPHIC CONTROLS LLC	ML0956 red markers	53.86	0.00	53.86	42635	09/26/16
100969	GRAPHIC CONTROLS LLC	ML1346 purple markers	53.86	0.00	53.86	42635	09/26/16
100725	GREEN MOUNTAIN GARAGE	093129 lube, hand soap	17.33	0.00	17.33	42636	09/26/16
310233	GREEN MOUNTAIN POWER	SEPT 2016 SEPT ELECTRIC	7982.49	0.00	7982.49	42637	09/26/16
310567	HD SUPPLY WATERWORKS, LTD	G096000 safety cones	210.00	0.00	210.00	42638	09/26/16
100900	HOPKINS, SETH & OLGA	SEPT 2016 0030-0052 state refund	210.00	0.00	210.00	42639	09/26/16

09/23/16  
12:39 pm

TOWN OF BRANDON Accounts Payable  
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All Invoices For Check Acct 01(10 General Fund) 09/26/16 To 09/26/16

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100900	LINDSEY, HERBERT J	9-2016	0107-0101 state refund	100.91	0.00	100.91	42640 09/26/16
310564	MAGEE OFFICE PRODUCTS	891488	paper, pens, pads	134.41	0.00	134.41	42641 09/26/16
310639	MANIERY, DOMINCK	09112016	Sept 11th football game	45.00	0.00	45.00	42642 09/26/16
100588	MARKOWSKI EXCAVATING, INC.	V-17461	gravel	225.75	0.00	225.75	42643 09/26/16
100588	MARKOWSKI EXCAVATING, INC.	V-17494B	brush/tree disposal	75.00	0.00	75.00	42643 09/26/16
100588	MARKOWSKI EXCAVATING, INC.	V-17494G	gravel	129.00	0.00	129.00	42643 09/26/16
100588	MARKOWSKI EXCAVATING, INC.	V-17494S	sand	115.20	0.00	115.20	42643 09/26/16
310001	MCKEARIN, JOHN	09112016	Sept 11th football game	45.00	0.00	45.00	42644 09/26/16
100900	MCKEIGHAN, VERONICA	9-21-16	state refund 0102-0096	203.19	0.00	203.19	42645 09/26/16
330472	O'BRIEN & KAFFENBERGER, INC.	16,061MO	appraisal updates	7250.00	0.00	7250.00	42646 09/26/16
100900	PARKER, BRENDA	107-58 2016	state refund 0107-0058	138.61	0.00	138.61	42647 09/26/16
310267	PERFECT PITCH ROOFING INC	09232016	repair Town Office roof	100.00	0.00	100.00	42648 09/26/16
100283	PIKE INDUSTRIES, INC	889083	sand	1502.89	0.00	1502.89	42649 09/26/16
200179	ROOTX	46157	root killer	469.00	0.00	469.00	42650 09/26/16
100005	RUTLAND COUNTY SOLID WASTE DIS	1361	aug recycling charges	5.39	0.00	5.39	42651 09/26/16
100005	RUTLAND COUNTY SOLID WASTE DIS	23082	AUGUST SURCHARGE	833.81	0.00	833.81	42651 09/26/16
300895	RUTLAND PRINTING COMPANY, INC.	24710	clerk billheads	44.84	0.00	44.84	42652 09/26/16
310637	SCHAEFFER MFG. CO.	JMS1025-INV1	lubricants	1520.12	0.00	1520.12	42653 09/26/16
100714	SCHECK, ANNA	SEPT 2016	SEPT MEETINGS	77.33	0.00	77.33	42654 09/26/16
100900	SHACKETT, BERNARD J JR	22-7 2016	state refund 0022-0007	121.60	0.00	121.60	42655 09/26/16
100797	SHARE CORPORATION	961239	degreaser	467.80	0.00	467.80	42656 09/26/16
200277	THUNDER TOWING & AUTO RECOVERY	4290	battery terminal, bolt	31.94	0.00	31.94	42657 09/26/16
200277	THUNDER TOWING & AUTO RECOVERY	4296	oil filter, oil	54.81	0.00	54.81	42657 09/26/16
310534	TRAYNOR, NATHAN J	09112016	Sept 11th football game	45.00	0.00	45.00	42658 09/26/16
330348	VERIZON WIRELESS	9772021920	sept cell phones	262.41	0.00	262.41	42659 09/26/16
310011	VERMONT ELEVATOR INSPECTION SE	19181	inspection of lift	150.00	0.00	150.00	42660 09/26/16
100067	VLCT	2016-17834	Town Fair Registration	300.00	0.00	300.00	42661 09/26/16
100146	VLCT PACIF	21835	2017 mack truck	356.00	0.00	356.00	42662 09/26/16
310598	WALTER, ELLEN	0137-0031	Overflow Culvert ROW pym	7500.00	0.00	7500.00	42663 09/26/16

09/23/2016  
12:39 pm

TOWN OF BRANDON Accounts Payable  
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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			175,782.32	0.00	175,782.32		

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 \$ \*\*\*175,782.32  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_