

Brandon Select Board Meeting
October 24, 2016
7:00 p.m.

The Brandon Select Board will meet Monday, October 24, 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) Public Hearing Minutes
for Union Street Sidewalk Transportation Alternatives Grant - October 10, 2016
 - b) Public Hearing Minutes
for VCDP Closeout for the Brandon Town Office - October 10, 2016
 - c) Select Board Minutes - October 10, 2016
- 3) Town Managers Report
- 4) Comments for Items not on the Agenda
- 5) Revolving Loan Fund Request - Olivia's Croutons
- 6) Friends of the Town Hall - Memorandum of Understanding
- 7) Purchasing Policy
- 8) Budget Discussion
- 9) Segment 6 / Bridge 114 / Overflow Culvert
- 10) Fiscal
 - a) Warrant - October 24, 2016 - \$129,476.01
- 11) Adjournment

Brandon Select Board
Union Street Sidewalk Transportation Alternatives Grant Hearing
October 10, 2016

Select Board Members Present: Doug Bailey, Seth Hopkins, Devon Fuller, Brian Coolidge

Others present: Dave Atherton, Richard Baker

Call to Order:

Doug Bailey opened the Select Board's hearing at 6:00PM and read the following Notice of Public Hearing: Notice is hereby given that the Town of Brandon Select Board will hold a Public Hearing on October 10, 2016 at 6:00PM at the Brandon Town Hall, 1st Floor Conference Room, located at 1 Conant Square, Brandon, Vermont to discuss and take public comments on the Union Street Sidewalk Transportation Alternatives Grant.

Public Comments:

Dave Atherton stated the Town has re-applied for a grant. The Town did not receive the last grant that was applied for. The project has been reduced significantly and will just be to continue the sidewalk on Union Street to the lower Barlow Road. The Town has outsourced the grant writing this time to Susan Schreibman, a grant writer. Doug Bailey asked if the funds from the Town Farm Fund will be used and Mr. Atherton stated those funds will be used towards the match. Seth Hopkins asked where the project will end now. Mr. Atherton reported it will end on the east side of the railroad tracks and the project will need only a couple of easements. The project will be a five-foot wide concrete sidewalk from where it starts on Union Street to Barlow Avenue. Mr. Atherton stated the Town will continue to apply for the grant until it is received. Mr. Atherton noted the State has extended the timeframe for the project and it is hoped that this will save the grant money that has already been spent. Richard Baker reported the Rutland Regional Transportation Council will support this grant application and they will be writing a letter to the State in support of the grant for Brandon. Seth Hopkins asked if this grant follows the logical term. Mr. Atherton advised that the project will provide more people pedestrian access to the Town's amenities. Mr. Atherton stated the Town will also receive letters of support from the Brandon Chamber of Commerce and Planning Commission for the grant. Mr. Baker advised there are only four candidates from Rutland County applying this year. Mr. Atherton stated the total fund request is \$300,000.00 and has an 80/20 match.

Adjournment:

The hearing was closed at 6:10PM.

Respectfully submitted,

Charlene Bryant
Recording Secretary

Brandon Select Board
Union Street Sidewalk Transportation Alternatives Grant
October 10, 2016

Brandon Select Board
VCDP Closeout Hearing for Brandon Town Office
October 10, 2016

Select Board Members Present: Doug Bailey, Seth Hopkins, Devon Fuller, Brian Coolidge

Others present: Dave Atherton, Richard Baker, Blaine Cliver, Robert Black, Sue Gage

Call to Order:

Doug Bailey opened the hearing at 6:30PM and read the following Notice of Public Hearing: The Town of Brandon received \$500,000.00 from the State of Vermont for a grant under the Vermont Community Development Program. A public hearing will be held in the Brandon Town Hall basement meeting room at 6:30PM on October 10, 2016 to obtain the views of citizens on the community development, to furnish information concerning the range of community development activities that have been undertaken under this program, and to give affected citizens the opportunity to examine a statement of use of these funds. The VCDP Funds received have been used to accomplish the following activities: Complete renovation of the Brandon Town Offices. Information on this project may be obtained from and viewed during the hours of 8:30AM to 5:00PM Monday through Friday at the Brandon Town Office. Should you require any special accommodations please contact Dave Atherton, Town Manager at 802-247-3635 x 210 to ensure appropriate accommodations are made. For the hearing impaired, please call (TTY) #1-800-253-0191.

Public Comments:

Dave Atherton stated the hearing is a required to close the grant out on the completed project. The project is complete and all affected citizens are extremely happy. Blaine Cliver stated the project was not completed as far as what was intended, such as the plan to finish the storm windows to get the wooden ones in. Dave Atherton reported the windows are being built right now. All funds have been expended of the grant and everything that will be done. The awnings will be funded out of pocket. Blaine Cliver stated there was discussion about the pier underneath the building and it would be wise to get the contractor who will be doing the bridge contract to do the same work where the arches are under the bridge for the pier under the building. Devon Fuller asked if there was also pointing on some stone that needs to be done and it was suggested to have the contractor do this work when the bridge is being done. Robert Black stated when changes were made, there was a lot of exterior work deferred. There has been a quote put in for the awning repair and it is hoped to keep the historic effect of the awnings. Mr. Black stated the east side is where the stone needs pointing to be done and the center pier where the two arches come together is where Mr. Cliver is referring to. As it proceeds downstream, it is quite undermined and it would be good to do the similar work at the same time as the bridge. There are also some tune-ups that can be done, but the center bearing is the important part to be done. After doing the punch list, there are some grouting of the marble that should also be done. Dave

Brandon Select Board
VCDP Closeout Hearing for Brandon Town Office
October 10, 2016

Atherton stated the Town has been utilizing the one-year warranty on anything that has to be fixed. Mr. Black encouraged the Select Board to keep a long-term management process in place so that future Town employees will be able to continue with the work. Robert Black congratulated the Select Board on the work that has been done. Devon Fuller thanked Mr. Black and Mr. Cliver for all the work they did on this project. Doug Bailey also thanked Mr. Black, Mr. Cliver, Mr. Rausenberger and Mr. Fuller for the work they did. Sue Gage stated it is a wonderful space to work in and Mr. Bailey noted that he has received many comments that people are happy that the town office is back downtown. Robert Black suggested the Town do annual roof inspections and advised the chimneys may experience some condensation and the Town should be sure to cap them off so that the long-term maintenance will be less. Mr. Cliver stated if they are capped off, they should also be filled. Seth Hopkins asked for an update on the grant as there is \$4,000.00 remaining in the funding. Mr. Atherton reported the grant funding is complete and the \$4,000.00 remaining is from the insurance funds. Mr. Atherton stated the Town did have a match and the remaining funds will likely be used for the awnings that will be done in the spring. Richard Baker is glad the Town did not proceed with the \$232,000.00 contract. He stated the Town has worked on this project for five years and this is one of the few cases when waiting paid off. Dave Atherton stated the overflow project is part of the grant and is the reason that the town office was able to be renovated. Doug Bailey stated now that the Town has a very respectable building, it needs to be maintained accordingly. Robert Black noted there had also been a suggestion if any funds remained to have a graphic done professionally on the back wall.

Adjournment:

The hearing was closed at 6:50PM.

Respectfully submitted,

Charlene Bryant
Recording Secretary

**Brandon Select Board Meeting
October 10, 2016**

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

In Attendance: Doug Bailey, Seth Hopkins, Devon Fuller, Brian Coolidge

Others In Attendance: Dave Atherton, Richard Baker, Bernie Carr, Dick Kirby, Steve Bissette, Jeff Stewart, Sue Gage, Donna Taylor

1. Call to order

The meeting was called to order by Doug Bailey – Chair @ 7:00PM.

a) Agenda Adoption – Motion by Devon Fuller/Seth Hopkins to adopt the agenda as presented. **The motion passed unanimously.**

2. Approval of Minutes

a) Select Board Minutes – September 26, 2016

Motion by Devon Fuller/Seth Hopkins to approve the September 26, 2016 Select Board meeting minutes as submitted. **The motion passed unanimously.**

3. Town Manager's Report

Dave Atherton reported the Newton Road pre-bid walk through was done on October 6th and bids will be open on October 14th @ 4PM for the demolition of the buildings. 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. All of the Segment 6 easement files are at the attorney's office for review in preparation of a certification of completion. Mr. Atherton received a draft for the condemnation and a few more people are off that list. The Town has received final plans for Segment 6. They are currently being reviewed by VTrans. The total estimated construction cost is \$17 million. Resident engineering cost will be an additional 15 to 20% of the construction cost. The Town is currently financially prepared for \$15 million. Mr. Atherton stated the Town is on the hook for 5% and the Town is looking okay and will be discussing this during the budget season. The Town is now required to conduct a bat study on Bridge 114. The study will not be completed until May 2017 and should not hold up construction. We are a habitat for one of the two in the state. The Cobb Hill culvert is completed and a walk through was done with FEMA to start the closeout process. There was a ceremony last Sunday for a stone bench at Kennedy Park that was completed by seven kids in two weeks and is quite impressive. There will be a town-wide site visit with Mary Andres from FEMA on October 20th to closeout all outstanding projects. The Overflow Culvert project has begun. The river has been bagged and the Town has permission from the State to permanently shore up the Blue Moon building. Utilities will be relocated on Wednesday and no power interruptions are

anticipated. There will be seven parking spaces blocked during the relocation on Wednesday. Green Park will be closed this week and will remain closed for the rest of the year due to the construction on the culvert. Since September 9th, the Town has received \$97,646.63 in delinquent taxes and sewer fees. The remaining delinquent accounts have been sent to the attorney to proceed with the tax sale process. In the Recreation Department; the most successful NFL Pass, Punt and Kick competition was held at OV's Markowski Field on September 25th. A special thanks to organizer, Fred Pockette and parent volunteers – Jonah Bassett, Tricia Depoy, Mr. Notte, Scott Malbon, Duke Whitney, as well as helpers Jessie, Joseph, Noah and the Whitney children. Bill Moore attended the Vermont Recreation and Parks Association meeting on September 29th at Lake Morey Resort and had discussion with the people from MyRec concerning updating the Town online registration system and webpage. The 5th "Brandon Barn Raising" had discussions about trails that included the development of a Trails Committee to assist in coordinating efforts around trail access, mapping, maintenance and advocacy in a sustainable manner. On Sunday, October 9th, the Harvest Festival was held at Estabrook Park. Thanks to the efforts of Patty Moore and Liz Alvarado of the Neshobe PTO and the businesses and volunteers: Jump Fore Fun, Brandon Fire Department, Mae's Place, Brandon American Legion Post 55, Lazy Acres, Molly Lincoln, Amanda Bryant, Tonya LaRouche, Cody and Jacob O'Connell and Molly Kennedy for the help in making this event possible through donations of goods, services and time. On October 21st the Brandon Rec's 3rd and 4th grade football team will have their annual scrimmage under the lights at halftime at the OV/Mt. Abe Varsity football game. On October 22nd, the 3rd Annual Fall Ball and Fundraiser Costumer Party will be held at the Brandon Legion Post 55. All proceeds will benefit the Brandon Area Toy Project and Estabrook Park Improvement Fund. Thanks to this year's sponsors; Black Diamond Builders, American Legion Post 55 and Jam Man Entertainment. Tickets are available at Carr's Florist and the Town Office. The Rec Department is looking for volunteers for basketball, cheerleading and the Lego Club.

Devon Fuller asked how many bids have been received for Newton Road. Dave Atherton advised there have been no bids submitted yet, but there were 13 contractors who did the walk through. Doug Bailey asked if there will be an announcement when the solar project has been completed. Mr. Atherton stated this project will take 15% off the utility costs and the Town will see revenues from leasing the lot and tax revenues. Mr. Atherton stated there can be an announcement made.

4. Comments for Items not on the Agenda

Sue Gage provided the Select Board financial information and advised she has sent the June 30th report to the auditors. There may be some adjustments, but they will be minimal. She encouraged the Select Board to review and contact her if they have any questions. Ms. Gage also provided the Board information on the first quarter of this fiscal year. Seth Hopkins thanked Ms. Gage for providing this information to the Board and noted he finds it encouraging that last year's fund balance was as healthy as it was in terms of collecting taxes, and that the town manager and department heads kept the spending down. There is currently a fund balance emergency reserve of around 20%. Ms. Gage commented that a healthy fund balance of 15 – 20% is fiscally responsible, as projects can come in higher and match money is needed. Devon Fuller suggested discussing this information during budget season with the Budget Committee to

development and come up with a plan. Dave Atherton asked if the Select Board would like an agenda item for budget discussion for future meetings to start the discussion. The Select Board was in agreement. Doug Bailey stated the Board has not had the opportunity to review all the information, but he was pleased with the positive information. Mr. Bailey stated the dates for the budget meetings will be November 1st, November 15th, December 7th and December 21st beginning at 6:00PM in the upstairs Conference Room of the Brandon Town Office. It was noted there may be a need for additional meetings after that. The Budget Committee is the same as last year: Doug Sawyer, Carol Bertrand, Janet Coolidge, Anthony Paduto and Maria Ammatuna from the Brandon Planning Commission.

Richard Baker stated the Gigi Corsones uniform has been located, as it had been previously removed due to the leaf person being attached to a state sign.

Doug Bailey stated one of the road construction signs in front of Sunapee Bank should be moved as it is directly under a flag. Mr. Bailey advised that the Town Manager and he have had a discussion about reviewing one policy a month starting with the next meeting. The first policy to be reviewed will be the Purchasing Policy. Some policies are no longer necessary and the review process will be a new agenda item going forward after this meeting.

Seth Hopkins stated he is a member of the Masons and they have a request to place a sign near Woods Market and Park Village, as one of the signs has disappeared and they would like to replace it. Mr. Hopkins asked if the Town would give permission to mount a round sign on one of the posts on the Welcome to Brandon sign. Bernie Carr suggested a free-standing sign, as the Chamber would prefer additional signs are not placed on the Welcome to Brandon sign. It was noted that a request will be made to remove the Rotary sign. Dave Atherton will check whether they can be put where Route 7 starts as the Town may be able to put those signs in the Town's right of way.

5. Segment 6/Bridge 114/Overflow Culvert

Dave Atherton stated these items were discussed in the Town Manager's report. Bernie Carr stated the "Barn Raising #6" will be only Segment 6 discussion, but a date has not been set at this point, but it is hoped to be scheduled before Thanksgiving. Mr. Carr stated the discussion will be more about the proactive work that can be done. Mr. Atherton summarized that the Town is waiting for the letters from the attorney for Segment 6, Bridge 114 has the bat study that is being dealt with and the overflow culvert work has begun.

6. Fiscal

a) P.O. 51994 to Cargill, Inc. for Road Salt - \$56,132.60

Motion by Devon Fuller/Brian Coolidge to approve P.O. 51994 to Cargill, Inc. for road salt in the amount of \$56,132.60. **The motion passed unanimously.**

a) FY2016/17 Warrant – October 10, 2016 – \$722,711.43

Motion by Devon Fuller/Seth Hopkins to approve the FY2016/17 warrant of October 10, 2016 in the amount of \$722,711.43. **The motion passed unanimously.**

Seth Hopkins asked why the document indicates Current/Prior/Next Fiscal Year. Dave Atherton stated all items are for the current year. Mr. Hopkins asked if the \$6,000.00 in the warrants is separate from the Cargill purchase order for \$56,000.00 or if that is included in the P.O. Dave Atherton advised there are two different versions of salt, with one being for the road and the other for the sidewalks. Doug Bailey stated the major portion of the warrant is due to \$110,000.00 for the Cobb Hill Culvert, \$66,000.00 for the roadside mower and the bond payment of \$226,000.00, as well as appropriations money that was approved by the voters.

Doug Bailey advised there is also a report from the Zoning Administrator for the Select Board's review.

Motion by Devon Fuller/Seth Hopkins to recess the Select Board meeting to convene as the Board of Liquor Commissioners at 7:36PM. **The motion passed unanimously.**

The Select Board reconvened at 7:41PM.

Motion by Devon Fuller/Seth Hopkins to enter into executive session at 7:42PM pursuant to 1VSA(313)(a)(3) regarding the appointment or employment or evaluation of a public officer or employee to include the Town Manager. **The motion passed unanimously.**

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

Motion by Seth Hopkins/Devon Fuller to come out of executive session at 7:50PM. **The motion passed unanimously.**

Motion by Seth Hopkins/Brian Coolidge to pay the Town Manager ½ of an annual bonus in the amount of \$2,500.00, to be paid out of the approved FY16/17 budget. **The motion passed unanimously.**

11. Adjournment

Motion by Seth Hopkins/Devon Fuller to adjourn the Select Board meeting at 7:52PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BRANDON AND
THE FRIENDS OF THE BRANDON TOWN HALL, INC.**

The purpose of this memorandum is to facilitate the ongoing renovation and beneficial community use of the Historic Brandon Town Hall, a public building located at 1 Conant Square in Brandon, Vermont.

The Town of Brandon ("Town") and the Friends of the Brandon Town Hall, Inc. ("Friends") wish to work cooperatively toward the end of restoring the Brandon Town Hall to its position as the civic and cultural center of Brandon. The Friends and the Town agree that this memorandum supersedes the memorandum dated April 20, 2005.

The parties agree as follows:

1. Active communication between the Town and the Friends is imperative

- a) The Town Manager shall designate a liaison to the Friends who will attend the meetings of the Friends, take questions from the Friends to the Town Manager, advise the Friends of the Town's position and keep the Town Manager informed of the Friends' position, relating to any matters of mutual concern. It is the desire of the Town and Friends that the parties' interests, responsibilities and duties be set forth as clearly and unambiguously as possible in order to avoid duplication of effort, missed opportunities and conflict. At the same time, the parties wish to maintain sufficient flexibility to respond to the practical realities of the renovation of the Brandon Town Hall.
- b) At least semi-annually there shall be a meeting at a mutually agreeable time between the President of the Friends and at least 1 member of the Friends executive committee and the Town Manager and the Director of Public Works.
- c) Scheduling of the upper hall will be in coordination with the Friends. Use of the lower level (basement) shall be coordinated with the Town. The Friends agree that the basement meeting room will be reserved for regular select board meetings year round and that the main/upper hall will be available for Town Meetings and elections from May 1st to November 1st if requested by the Town. The Town will give advance notice to the Friends for scheduling purposes.

2. Substantial work on the building has been completed by the Friends in the eleven years since the previous memorandum was signed. The parties now agree that the Town will take the primary role in the further structural rehabilitation of the building.

- a) The Town shall be responsible for general and routine maintenance and security including payment of utilities, permits and maintenance of heat as required. Routine cleaning of the upper level shall be maintained by the Friends and the lower level will be the responsibility of the Town. The Town is responsible for the care, maintenance and further restoration of the building.
- b) The Town shall be responsible for future structural restoration and major renovations, including securing grants and other funding, selecting contractors and overseeing satisfactory completion of work.
- c) The Friends will continue in their role with regard to stage/backstage/theatrical/performance aspects of the facility including work in the balcony related to stage lighting, sound, etc.
- d) The Friends and Town will create a restoration plan of future work that should or might have to be done on the building.
- e) All past and future monies raised/earned/received by the Friends shall be used for theatrical renovations, upgrades, costs associated with programming. Repair, replacements, renovations/restorations may be funded by the Friends, with the approval of the Friends and Town.

3. The Friends shall be responsible for programming and event planning as follows:

- a) Activities in the basement shall be planned and coordinated with the Town. At the minimum, the Friends shall have priority to plan and coordinate activities from May 1st to November 1st in the Upper Hall. From November 1st to May 1st programs scheduled for the upper hall shall be coordinated with the Friends for lighting and sound equipment issues only.
- b) The Friends will plan, advertise and shall maintain an electronic master calendar of all scheduled events to be posted on the Friends and Town website for the information of the Public and the Town. The Town should contact the Friends to check availability before scheduling the use of the Upper Hall between May 1st and November 1st.
- c) The Friends and Town shall continue to apply for grants for programming and for aesthetic and theatrical improvements to the Town Hall. If applying in the name of the Town, the Friends will submit to the Town for review and approval before submitting such application to the granting authority.

4. Rental of the Town Hall:

- a) Any individual or organization, for profit, non-profit or town organization, must fill a "Facility Rental Agreement". They must follow all of the obligations and rules set forth in the rental agreement.
- b) All rentals will be reviewed by the Town before approval. Rental fees shall be made payable the Town of Brandon.
- c) All lighting or technical systems must be coordinated through the Town Hall's Technical Director.

This memorandum has been authorized by the Brandon Town Manager and the President of the Friends Of The Brandon Town Hall, Inc.

TOWN OF BRANDON:

David Atherton, Town Manager

Dated

FRIENDS OF THE BRANDON TOWN HALL, INC.

Bruce Brown, President

Dated

TOWN of BRANDON, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement, dated _____, 20__ by and between the Town of Brandon (the Town), and _____, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the _____ in _____, Vermont (the Facility) for the Event described below.

2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).

4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$_____ at the signing of this Rental Agreement.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. The facility and its contents shall be returned to at least the same condition that existed prior to the rental, or better. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.

7. SMOKING. Smoking is prohibited in the Facility.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of _____ is listed as an additional named insured with a combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.

9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:

A. An additional security deposit of \$_____ is due at the signing of this Rental Agreement.

B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of _____ is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance prior to the Event.

C. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

F. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

11. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.

12. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

13. CANCELLATION. The rental fee will not be refunded if notice is received less than ___ days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

14. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of _____ Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20__.

TOWN OF _____
By _____
(Duly authorized Agent)

RENTER

Address: _____
Town _____ St _____ Zip _____

(Organization, if applicable)

PURCHASING POLICY

PURPOSE: The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Brandon at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

DEFINITIONS:

1. **Department Head:** This includes the Public Works Director, Chief of Police and Recreation Director.
2. **Incidental Purchases:** Those purchases calling for the delivery of goods and/or services in an amount up to \$3,000.

Purchases made in this category may be made without a formal bid or quotes. However, it is still the intention of this policy to encourage competitive prices be solicited whenever such would be an efficient use of staff time relative to possible savings. Purchases in this category must stay within the department's budget.

3. **Regular Purchases:** Those purchases calling for the delivery of goods and/or services in the amount of \$3,000 to \$10,000.

Purchases made in this category will be made in accordance with a purchase order procedure. Such purchases should be made through competitive solicitation such as bids, written quotes or verbal quotes from two or more vendors. Purchase orders will be issued by the Department Heads and must be approved by the Town Manager or their designee, prior to items being ordered. The purchase order requirements shall apply to all credit card purchases made in this category.

4. **Major Purchases:** Those purchases calling for delivery of goods or services in the amount of \$10,000 or greater.

All purchases over \$10,000 shall be subject to the approval by the SelectBoard and will require a formal bid process unless such process is waived by the Board.

The formal bid process will be overseen by the Town Manager who may delegate responsibility for specific purchases to an appropriate department head. Formal bidding means a publicly advertised invitation to bid, written bid specifications and/or description of performance standards, a public bid opening, with an award of contract made by the Selectboard. These requirements may be varied according to the nature of a specific purchase subject to the Selectboard's review and approval of the process followed.

The formal bid process can be waived by the Selectboard in certain cases where the Town Manager and Department Heads have determined that the best interests of the Town are met by a vendor based on costs, quality of goods and/or services, capacity, skill and ability to provide future maintenance if necessary.

VENDOR SELECTION:

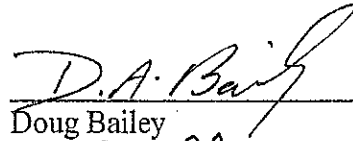
It is the intention of the Selectboard that vendors will be selected on a competitive basis. Purchases shall be awarded to the lowest, best qualified and responsible bidder. The following may be considered in selecting vendors.

1. The ability, capacity and skill of the vendor to perform the contract or provide the material or service required, and meet the specifications and other terms and conditions of the solicitation, and to do so promptly or within the time specified.
2. The character, integrity, reputation, experience, financial resources and past performance of the vendor.
3. The quality, availability and adaptability of the service or product being purchased and the ability of the vendor to provide future maintenance if necessary.
4. Purchases will be made through local vendors if all other parameters are substantially equal.
5. The Selectboard reserves the right, at its sole discretion, to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to reopen the bid process, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

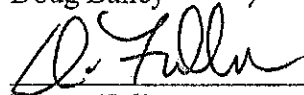
EXCEPTIONS:

1. Sole Source Purchases: The Selectboard may authorize a sole source purchase in cases where it determines that there is only one reasonable source for a proposed purchase and may waive the bid process.
2. Emergency Purchases: The Town may award contracts and make purchases for the purpose of meeting a public emergency without following the above procedures. Emergency purchases will be made under the direction of the Town Manager in consultation with the Selectboard. Emergency purchases may include immediate repair or maintenance of Town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.
3. Professional Services: The bid process is not required, however it is suggested, in the selection of providers for services such as legal, financial, auditing, engineering, risk management and insurance services. The Selectboard, in its sole discretion, shall determine when purchase of such services shall be subject to a request for proposal process and when to forego such process.
4. General Exceptions: Items such as but not limited to equipment repairs, utility services (phone, electricity, internet), service contracts, and ongoing repetitive purchases, as determined from time to time by the Selectboard and Town Manager shall be exempt from the competitive purchasing guidelines above.

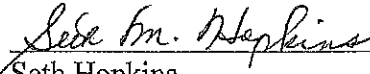
This foregoing Policy is hereby adopted by the Selectboard of the Town of Brandon, Vermont, this 8th day of June, 2015 and is effective as of this date until amended or repealed.



Doug Bailey

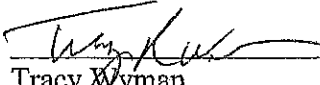


Devon Fuller



Seth Hopkins

Ethan Swift



Tracy Wyman

PURCHASING POLICY

PURPOSE: The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Brandon at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

DEFINITIONS:

1. **Department Head:** This includes the Public Works Director, Chief of Police and Recreation Director.
2. **Incidental Purchases:** Those purchases calling for the delivery of goods and/or services in an amount up to \$3,000.

Purchases made in this category may be made without a formal bid or quotes. However, it is still the intention of this policy to encourage competitive prices be solicited whenever such would be an efficient use of staff time relative to possible savings. Purchases in this category must stay within the department's budget.

3. **Regular Purchases:** Those purchases calling for the delivery of goods and/or services in the amount of \$3,000 to \$10,000.

Purchases made in this category will be made in accordance with a purchase order procedure. Such purchases should be made through competitive solicitation such as bids, written quotes or verbal quotes from two or more vendors. Purchase orders will be issued by the Department Heads and must be approved by the Town Manager or their designee, prior to items being ordered. The purchase order requirements shall apply to all credit card purchases made in this category.

4. **Major Purchases:** Those purchases calling for delivery of goods or services in the amount of \$10,000 or greater.

All purchases over \$10,000 shall be subject to the approval by the SelectBoard and will require a formal bid process unless such process is waived by the Board.

The formal bid process will be overseen by the Town Manager who may delegate responsibility for specific purchases to an appropriate department head. Formal bidding means a publicly advertised invitation to bid, written bid specifications and/or description of performance standards, a public bid opening, with an award of contract made by the Selectboard. These requirements may be varied according to the nature of a specific purchase subject to the Selectboard's review and approval of the process followed.

The formal bid process can be waived by the Selectboard in certain cases where the Town Manager and Department Heads have determined that the best interests of the Town are met by a vendor based on costs, quality of goods and/or services, capacity, skill and ability to provide future maintenance if necessary.

VENDOR SELECTION:

It is the intention of the Selectboard that vendors will be selected on a competitive basis. Purchases shall be awarded to the lowest, best qualified and responsible bidder. The following may be considered in selecting vendors.

1. The ability, capacity and skill of the vendor to perform the contract or provide the material or service required, and meet the specifications and other terms and conditions of the solicitation, and to do so promptly or within the time specified.
2. The character, integrity, reputation, experience, financial resources and past performance of the vendor.
3. The quality, availability and adaptability of the service or product being purchased and the ability of the vendor to provide future maintenance if necessary.
4. Purchases will be made through local vendors if all other parameters are substantially equal.
5. The Selectboard reserves the right, at its sole discretion, to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to reopen the bid process, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

EXCEPTIONS:

1. Sole Source Purchases: The Selectboard may authorize a sole source purchase in cases where it determines that there is only one reasonable source for a proposed purchase and may waive the bid process.
2. Emergency Purchases: The Town may award contracts and make purchases for the purpose of meeting a public emergency without following the above procedures. Emergency purchases will be made under the direction of the Town Manager in consultation with the Selectboard. Emergency purchases may include immediate repair or maintenance of Town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.
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4. General Exceptions: Items such as but not limited to equipment repairs, utility services (phone, electricity, internet), service contracts, and ongoing repetitive purchases, as determined from time to time by the Selectboard and Town Manager shall be exempt from the competitive purchasing guidelines above.

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Doug Bailey

Devon Fuller

Seth Hopkins

Ethan Swift

Tracy Wyman

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 62759 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/24/16 To 10/24/16

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
310220	ACCESS MOBILITY LLC	S1973 TH lift CAT-5 test	1145.00	0.00	1145.00	42808	10/24/16
100255	BRANDON FIRE DISTRICT #1	HW 10-31-16 HW WATER	56.00	0.00	56.00	42809	10/24/16
100255	BRANDON FIRE DISTRICT #1	PD 10-31-16 PD WATER	37.53	0.00	37.53	42809	10/24/16
100255	BRANDON FIRE DISTRICT #1	TH 10-31-16 TOWN HALL WATER	38.91	0.00	38.91	42809	10/24/16
100255	BRANDON FIRE DISTRICT #1	TO 10-31-16 TO WATER	44.16	0.00	44.16	42809	10/24/16
100255	BRANDON FIRE DISTRICT #1	WW 10-31-16 WW PLANT WATER	751.37	0.00	751.37	42809	10/24/16
100280	BRANDON LUMBER & MILLWORK CO.	511148/2 trash bags	51.47	0.00	51.47	42810	10/24/16
100280	BRANDON LUMBER & MILLWORK CO.	687162/3 12' ladder	279.99	0.00	279.99	42810	10/24/16
100280	BRANDON LUMBER & MILLWORK CO.	G87148/3 twine, dowel	7.52	0.00	7.52	42810	10/24/16
100280	BRANDON LUMBER & MILLWORK CO.	K10909/3 cap screws and washers	6.16	0.00	6.16	42810	10/24/16
200218	BRANDON REPORTER	9/30/16 ads for september	458.27	0.00	458.27	42811	10/24/16
330435	BRICKELL, CHRISTOPHER	10/21/16 shuttle/meal reimburseme	132.00	0.00	132.00	42812	10/24/16
300235	BURLINGTON COMMUNICATIONS SERV	20161275 service call	397.50	0.00	397.50	42813	10/24/16
310395	BUTTERFIELD, PAULA	10/21/16 Reimb. carpet clean solu	20.00	0.00	20.00	42814	10/24/16
100860	CARROLL, BOE & PELL P.C.	29623 Seg 6 Condemnation	1569.30	0.00	1569.30	42815	10/24/16
300286	CASELLA CONSTRUCTION INC	16003-0047.2 hauling sand	8760.42	0.00	8760.42	42816	10/24/16
100462	CASELLA WASTE MANAGEMENT INC.	1309769 dumpster	665.88	0.00	665.88	42817	10/24/16
100462	CASELLA WASTE MANAGEMENT INC.	1973430 trusking of sludge	1521.00	0.00	1521.00	42817	10/24/16
301503	CHAMPLAIN VALLEY PLUMBING	785875 heating fuel @ Town Hall	253.44	0.00	253.44	42818	10/24/16
301503	CHAMPLAIN VALLEY PLUMBING	786756 diesel fuel	610.74	0.00	610.74	42818	10/24/16
200243	COLBURN, FRED	OCT2016 boot reimbursement	100.00	0.00	100.00	42819	10/24/16
310097	COMCAST	TH 10-0-16 oct internet town hall	142.08	0.00	142.08	42820	10/24/16
310177	COTT SYSTEMS, INC.	111808 OCT HOST FEE	227.00	0.00	227.00	42821	10/24/16
100456	DUBOIS & KING INC	916364 Rt 7 Cluvert Ph A Deisgn	28893.64	0.00	28893.64	42822	10/24/16
100494	ENDYNE INC	215312 testing	123.50	0.00	123.50	42823	10/24/16
100494	ENDYNE INC	215688 testing	90.50	0.00	90.50	42823	10/24/16
310037	FAIRPOINT COMMUNICATIONS	HW 10-6-16 hw phone and inteznet se	72.42	0.00	72.42	42824	10/24/16
310037	FAIRPOINT COMMUNICATIONS	PDOCT2016 Sep 06 to Oct 05	88.41	0.00	88.41	42824	10/24/16
300187	FLORENCE CRUSHED STONE	223283 stone	706.02	0.00	706.02	42825	10/24/16
300187	FLORENCE CRUSHED STONE	223329 stone	1630.06	0.00	1630.06	42825	10/24/16
100925	FOLEY SERVICES INC	1051760 uniforms	20.64	0.00	20.64	42826	10/24/16
100925	FOLEY SERVICES INC	1051761 uniforms	47.58	0.00	47.58	42826	10/24/16
100925	FOLEY SERVICES INC	1053074 uniforms	20.64	0.00	20.64	42826	10/24/16
310426	FYLES BROS., INC.	76414 propane @ WW Chem Bldg	26.55	0.00	26.55	42827	10/24/16
310610	GEARWAR BUILDERS INC	425 PD- concrete wall & slab	19388.19	0.00	19388.19	42828	10/24/16
310610	GEARWAR BUILDERS INC	DEPOSIT PD garage deposit	15000.00	0.00	15000.00	42828	10/24/16
100725	GREEN MOUNTAIN GARAGE	094076 ADHESIVE KIT	3.52	0.00	3.52	42829	10/24/16
100725	GREEN MOUNTAIN GARAGE	094461 Armor All	6.64	0.00	6.64	42829	10/24/16
100725	GREEN MOUNTAIN GARAGE	094637 manifold, guage	26.54	0.00	26.54	42829	10/24/16
310233	GREEN MOUNTAIN POWER	OCT 2016 SEPT ELECTRIC	7568.48	0.00	7568.48	42830	10/24/16
310622	GREG'S TIRE SALES & SERVICE, I	39767 replace tire	28.00	0.00	28.00	42831	10/24/16
300600	HOLLAND COMPANY INC	305 sodium aluminate	4591.45	0.00	4591.45	42832	10/24/16
300600	HOLLAND COMPANY INC	306 sodium bisulfite	1700.00	0.00	1700.00	42832	10/24/16
310287	KENYON, LISA	10/18/16 supplies for play	258.69	0.00	258.69	42833	10/24/16
100873	LHS ASSOCIATES INC	52471 TABULATOR CODING	519.00	0.00	519.00	42834	10/24/16
100971	MALLORY'S AUTOMOTIVE INC	10702 undercoating	450.00	0.00	450.00	42835	10/24/16
100588	MARKOWSKI EXCAVATING, INC.	V-17597 gravel	75.25	0.00	75.25	42836	10/24/16
100588	MARKOWSKI EXCAVATING, INC.	V-17644 brush disposal	18.75	0.00	18.75	42836	10/24/16
330377	MATTHEW BENDER & COMPANY, INC.	87348055 VT STAT 2016 SUPP PKG	241.98	0.00	241.98	42837	10/24/16
200179	ROOTX	46271 root killer	449.00	0.00	449.00	42838	10/24/16

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 62759 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/24/16 To 10/24/16

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
200179	ROOTX 46496	root killer	449.00	0.00	449.00	42838	10/24/16
100479	RSVP NOV 2016	APPROPRIATION	550.00	0.00	550.00	42839	10/24/16
100005	RUTLAND COUNTY SOLID WASTE DIS M1396	sept recycling	169.05	0.00	169.05	42840	10/24/16
100491	RUTLAND HERALD OCT2016	1-year subscription	275.00	0.00	275.00	42841	10/24/16
100493	RUTLAND REGIONAL PLANNING COMM 3067	ANNUAL DUES 2017	925.00	0.00	925.00	42842	10/24/16
310133	STATE OF VERMONT OCT2016	registration	50.00	0.00	50.00	42843	10/24/16
300247	SURPASS CHEMICAL CO INC 302626	sodium hypochlorite	445.20	0.00	445.20	42844	10/24/16
200277	THUNDER TOWING & AUTO RECOVERY 4329	lube, filter, antifreeze	33.69	0.00	33.69	42845	10/24/16
200277	THUNDER TOWING & AUTO RECOVERY 4330	alley light assembly	71.85	0.00	71.85	42845	10/24/16
100487	TREASURER, COUNTY OF RUTLAND NOV 2016	COUNTY TAX	13010.79	0.00	13010.79	42846	10/24/16
100630	US POSTMASTER, BRANDON 10/20/16	Stamp Order	669.00	0.00	669.00	42847	10/24/16
100682	USA BLUE BOOK 079535	rust converter	174.29	0.00	174.29	42848	10/24/16
300024	VERMONT DIGITAL 10617	DOWNSTAIRS OKI WORK	335.00	0.00	335.00	42849	10/24/16
100649	VERMONT GFOA OCT 2016	SUE MEETING 10-19	50.00	0.00	50.00	42850	10/24/16
300877	VERMONT PEST CONTROL D3932	oot service	85.00	0.00	85.00	42851	10/24/16
100776	VERMONT RURAL WATER ASSOCIATIO 10172016	equipment for inspection	559.84	0.00	559.84	42852	10/24/16
310046	W.B. MASON CO INC I38268714	smokers receptacle	69.99	0.00	69.99	42853	10/24/16
310046	W.B. MASON CO INC I38273245	gloves	15.16	0.00	15.16	42853	10/24/16
310046	W.B. MASON CO INC I38387038	drum for OKI printer	85.99	0.00	85.99	42853	10/24/16
310046	W.B. MASON CO INC I38517123	toner	148.46	0.00	148.46	42853	10/24/16
310046	W.B. MASON CO INC I38555705	cleaner	18.15	0.00	18.15	42853	10/24/16
310570	WHOLESALE DISTRIBUTORS B18028	hand cleaner	34.00	0.00	34.00	42854	10/24/16
100577	WILK PAVING, INC HM16-0434	hot mix	94.86	0.00	94.86	42855	10/24/16
100577	WILK PAVING, INC WF16-381	trench patching	11090.00	0.00	11090.00	42855	10/24/16
100577	WILK PAVING, INC WF16-398	cold patch	745.50	0.00	745.50	42855	10/24/16
Report Total			129,476.01	0.00	129,476.01		

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 \$ ***129,476.01
Let this be your order for the payments of these amounts.

