Brandon Select Board Meeting April 8, 2019 7:00 p.m.

The Brandon Select Board will meet Monday, April 8, 2019 at 7:00 p.m. at the Brandon Town Hall located at 1 Conant Square expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located at the Town Office at 49 Center Street and on the community bulletin board located between Dave's Grocery and the Forest Dale Post Office. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
 - a) Agenda Adoption
- 2) Approval of Minutes
 - a) Select Board Minutes March 25, 2018
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Transfer Station Issues
- 6) Selling Town Owned Property Discussion
- 7) Approve Purchase and Sale Contract
- 8) Land Lease Discussion
- 9) Personnel Policy Revisions
- 10) Fiscal
 - a) Warrant April 8, 2019 \$109,489,76
 - b) Route 7 Construction Warrant April 8, 2019 \$46,196.93
 - c) Bridge 114 Warrant April 8, 2019 \$2,497,28
- 11) Executive Session

I move to find that the premature general public knowledge of the negotiation strategies with the NEBPA will clearly place the Town at a substantial disadvantage.

I move that we enter executive session to discuss the current collective bargaining agreement with the NEBPA under the provisions of 1 V.S.A. § 313(a)(1)

12) Adjournment

Brandon Select Board Meeting March 25, 2019

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

Board Members In Attendance: Doug Bailey, Seth Hopkins, Tracy Wyman, Brian Coolidge, Tim Guiles

Others In Attendance: Dave Atherton, Bernie Carr, Sue Gage, Jeff Stewart, Steve Bissette, Mike Frankiewicz, Bill Moore, Dick Kirby, Jackie Savela, Matt Bonner, Brent Buehler, Josh Quinn, Ron Smith, Danielle O'Neil, Russell Jones

1. Call to order

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

a) Agenda Adoption – Motion by Brian Coolidge/Doug Bailey to adopt the agenda as amended. The motion passed unanimously.

Move Item 5: Fiscal Year 2019 Auditor Presentation following Item 2: Approval of Minutes.

2. Approval of Minutes

a) Approval of Minutes - March 11, 2019 - Select Board Meeting

Motion by Tracy Wyman/Doug Bailey to approve the March 11, 2019 Select Board minutes. The motion passed unanimously.

5. Fiscal Year 2018 Auditor Presentation

Sue Gage provided a copy of the audit report to Select Board members and introduced the auditors from H. R. Smith. Ms. Gage noted they did a great job and the audit went very smoothly. Seth Hopkins thanked the auditors for attending the meeting. Josh Quinn provided a brief overview of the audit beginning with the balance sheet that provided an overall view of the funds. He noted there was \$2.6 million at the end of the year, with a fund balance of \$604 thousand, with a positive change from last year of \$57 thousand. The transportation grant fund is the major fund for Segment 6. In the general fund, there is a detailed view of the revenues and expenditures, which is the way Sue Gage and Jackie Savela have it set up in the Town's system. Mr. Quinn advised there are several notes that provide explanations of terms, GASBE requirements and information about the short-term and long-term debt. Seth Hopkins stated this is the easiest audit the Town has had and the audit is available to anyone who would like to see it. Mr. Quinn stated Ms. Gage and Ms. Savela were very responsive and he appreciated their hard work. Ron Smith noted the amount of debt is not a concern due to the number of construction projects being done. Mr. Smith stated with long-term investments, using long-term debt for long-

term projects protects the business and cash flow. Mr. Smith will provide the Board a schedule of the range for debt and statutory limit. Mr. Hopkins stated the current audit firm is contracted for three years. Mr. Hopkins thanked Ms. Gage and Ms. Savela for their assistance with facilitating the completion of the auditors' work. Dave Atherton advised the amount paid for this audit is about 3 times less than the previous auditor's fee.

3. Town Manager's Report

Dave Atherton provided the following Town Manager's report for the weeks of March 11th and March 18th.

Union Street Sidewalk:

The RFQ for inspection engineering was sent out on March 12th, with responses to be submitted within 3 weeks.

Park Street:

Aldrich & Elliott will be the inspection engineers on the project. The Town is still waiting for the NEPA document from Historic Preservation.

Newton Road:

Two of the three appraisals have been completed. Mr. Atherton will be setting up appointments with homeowners to discuss. VPR will be doing a story on what the Town has done regarding flood resiliency and will include interviews with Newton Road residents.

Segment 6:

The project resumed on March 18th. A pre-construction public meeting was held.

Other Happenings:

As of 3/21/19, there are 6 properties remaining on the current tax sale list in the amount of \$24,786.40. The tax sale is scheduled for April 5th. The Sanderson Bridge has been repaired. Thanks to Wright Construction for a speedy repair and great job. Mr. Atherton attended the RRPC Board meeting on March 19th. VTrans did a presentation on autonomous vehicles. There was discussion on solar panel language for preferred sitings. There was also a meeting on the Otter Creek Watershed to discuss forming an Ad Hoc Committee and a summary of grant funding that has been spent on restoration and run-off projection within the OC Watershed. The annual Local Emergency Management Plan has been completed and implemented with suggested changes and forms to keep the Town current. This is a big part in keeping the ERAF percentage up.

Recreation Department News:

Upcoming community events at the Town Hall include: Wildlife Encounters on April 5th @ 6:30PM that is a family-friendly wildlife presentation at a cost of \$5/person, Brandon Idol's 3rd concert (Blues for Breakfast) on April 6th @ 7:00PM, a volunteer recruitment day on April 20th @ 6PM with childcare provided. This will be a community event to have local organizations and community members connect to find the right volunteer opportunities.

An Actors Workshop will be held during April vacation for the local youth thespians to work on their acting skills. April Break "A Week of Fun" vacation camp with Kim Hewitt will be held at the Compass Music and Arts Center. There will be baseball field cleanup held on April 20th.

Seth Hopkins questioned whether the \$34,786.00 for the tax sale is the amount of taxes that are not in a payment plan with everything else is either current or in a payment plan. Mr. Atherton confirmed that was correct and is for last year's taxes. Mr. Hopkins also requested a status of the work the Energy Committee is doing with solar sites. Mr. Atherton reported they have reached out to homeowners on this subject. It was recommended to have someone from the Energy Committee present at the next meeting to provide an update.

Doug Bailey questioned the funding for the Sanderson Bridge repair. Mr. Atherton reported VLCT already paid the Town, as it was an insurance payment. VLCT will recoup funds from the insurance company of the person that damaged the bridge. Mr. Bailey questioned if the Select Board can assist with NEPA information for Park Street. Mr. Atherton he has reached out to the local legislator; however, there is nothing further that can be done as it is in historic review. Due to the project having both state and federal funding, it has to go through both state and federal historic review. In speaking with VTrans, Mr. Atherton was advised this used to be a 40-day process, but is now 140 days. Mr. Atherton reported there will still be work done on Route 73 paving this year, but the completion of the project will not be final until 2020. This was a VTrans decision separate from the Town's project. Doug Bailey asked if there is an estimate of the Town's share for the Union Street Sidewalk project. Mr. Atherton advised this project was developed 3 years ago and was part of an Article, so the Town has the money for the match. Mr. Atherton will research the information and advise the Select Board.

4. Public Comment and Participation

Compliments were expressed to the road crew, who have been putting in long hours during the recent storms.

6. Tax Stabilization: Smith Block LLC

Bill Moore, Economic Development Manager, advised this request was approved last year. The total invoices for the project are above \$1 million and according to the policy, would allow Smith Block LLC to have 9 years of stabilization. Matt Bonner was present to answer any questions the Select Board had. The Town Manager and Economic Development Manager had signed off on this item. Mr. Moore advised this starts a new period and sustained one year based on last years' investments. Seth Hopkins thanked Mr. Bonner for attending and for investing in a property in Town. Doug Bailey appreciated this kind of investment in the Town and asked if the tax stabilization helped Mr. Bonner choose this project over some other options. Mr. Bonner

stated it is a great program and was one of a number of things. The project will be putting twelve 2-bedroom apartments in the downtown. Mr. Moore stated Rutland County needs rentals and this type of downtown rental property helps to grow a vibrant downtown and will help transform the Town. Mr. Bailey stated the only comment he has heard is concern about parking issues. Mr. Bonner advised they are working on a solution to have off-street parking, in addition to municipal parking. Mr. Moore noted Mr. Bonner is aware of the concern and will be sensitive to the issue. Tim Guiles asked what the rent rates will be. Mr. Bonner stated the rent will vary widely due to the size of the units. Mr. Moore noted the project will fill once construction is complete.

Motion by Brian Coolidge/Doug Bailey to approve the tax stabilization for Smith Block LLC as presented. The motion passed unanimously.

7. Speed Limit Reduction in Route 7 Construction Area

Dave Atherton advised this is the same request that came before the Board last year to reduce the speed limit during the construction season from 25mph to 15mph to keep the area safe.

Motion by Tracy Wyman/Tim Guiles to approve the speed limit reduction in the Route 7 construction area to 15mph. **The motion passed unanimously.**

8. Road Posting Proposed Changes

Dave Atherton stated after the road posting approval at the last meeting, there was continued discussion of trucks getting into the gravel pit on Town Farm Road. Due to the issue of the road not being able to hold the trucks anymore, it was decided to open North Street the entire way, keep Newton Road open and close off Town Farm Road from Newton Road to Route 73. This would leave Town Farm Road open from Richmond Road to Newton Road to allow trucks to get into the pit. Mr. Atherton noted the change seems to be working. Seth Hopkins thanked the Town Manager for coming up with an alternate plan. Tracy Wyman stated as long as trucks can get in and out of the pit, it is acceptable. Mr. Atherton discussed this item with Mr. Burlett and the State and it was determined these roads would be the ones that would withstand the traffic. Doug Bailey did not have a problem with this change, but is concerned with the long-term and suggested holding a meeting to discuss this matter, as there could be some trucks like UPS or fuel trucks that would go over the limit. He noted the Police Chief has indicated this will be difficult to enforce. Mr. Atherton advised there are exceptions for some trucks based on the scenarios. Mr. Atherton suggested the Select Board discuss this matter in October. Mr. Atherton noted that municipality, state, Ag trucks and emergency vehicles are excluded. Mr. Bailey would like to determine something that the Police Department can enforce.

Motion by Tracy Wyman/Brian Coolidge to approve the Road Postings as presented. The motion passed unanimously.

9. Consider Electric Vehicle Supply Equipment Grant

Dave Atherton advised there has been discussion of placing electric vehicle chargers in the municipal parking lot that will be behind the Mobil Station. There is an Electric Vehicle Supply Equipment grant that would require Select Board approval to apply. The plan is to place two fast chargers and two regular chargers in the municipal parking lot. Doug Bailey requested clarification of the types of chargers being proposed. Tim Guiles advised a regular charge is 240 volts and charges 30 miles an hour. He stated it would be desirable to have a charger in front of businesses, so that they can access them while their car is charging. Mr. Guiles advised the super charger is direct current and can charge 80% of a charge in about ½ hour. Mr. Guiles noted the slowest charge is a wall outlet that charges at 3 miles an hour. Mr. Guiles stated the actual electric cost is small and suggested to entice people to visit Brandon; the Town could pay for the cost of the chargers. He stated it is like offering free Wi-Fi and would be a type of advertising. Dave Atherton expressed concern with giving away power to charge a car, as there could be residents that would potentially have an issue with giving it away. Mr. Guiles reiterated it is a small cost and would be more like an advertising cost. Mr. Guiles stated chargers are typically near establishments that people visit and noted there is potential in the grant for businesses to apply for one. Mr. Atherton stated it was hoped the municipal parking area would be the first point with charging stations and noted this grant is a good start. Mr. Guiles thought the parking lot would be a good location and suggested the new parking in front of the Brandon Inn could be a good location as well. Mr. Guiles advised that Tesla has placed chargers in other areas at no charge. There was concern expressed with designating spaces for electric cars. Mr. Guiles stated there are many good solutions that could be done. Mr. Atherton noted there is also a parking area behind Café Provence that could be a location for one. Mr. Atherton advised the grant application is due the end of April. Bernie Carr reported at the last Chamber meeting, it was suggested that it would be good to have a charger in the downtown. Mr. Carr's concern is taking away a space in the downtown and suggested that each entrance sign to the Town indicate to watch for the charging and parking locations. He stated people can wander through Town easily from the Mobil parking lot. At the meeting, the Chamber had approved applying for the grant. but they will want to consider whether to pull their grant application if it is going to affect the Town's grant application. Mr. Guiles advised Tesla has a grant program for the middle speed chargers and they have a cap that is relatively high. Tesla's vehicles are the majority of the electric cars and Mr. Guiles suggested one entity could apply for the Tesla grant and the other for the State grant. Mr. Guiles offered anyone interested in additional discussion about electric cars or to take a ride in his vehicle to contact him.

Motion by Doug Bailey/Tracy Wyman to authorize the Town Manager to submit an application for the Electric Vehicle Supply Equipment grant. The motion passed unanimously.

10. Local Emergency Plan Adoption

Dave Atherton reported this is the new adoption of the Local Emergency Management Plan. Mr. Atherton is working on updating the Red Cross certification that currently has the American Legion and Neshobe School, with OV going through the process for certification. It was recommended to have locations for 10% of the population. Work is also being done on the River Corridor area, which helps maintain the ERAF funding. The Plan is substantially what the Town has had with updates made to bring the Plan current on required items.

Motion by Doug Bailey/Tim Guiles to approve the re-adoption of the Local Emergency Plan as presented. The motion passed unanimously.

11. Personnel Policy Questions

Seth Hopkins stated the Personnel Policy was re-adopted just prior to Town Meeting and the Select Board has received a summary of questions from the Town Clerk and Treasurer regarding the policy that was adopted. Mr. Hopkins and Mr. Bailey met with Ms. Gage and have clarified some of the questions. With regard to the elected officials, this is something that has to be clerically done and all elected officials have to sign off that they understand the personnel policy. Mr. Hopkins noted the Town used the model policy from the VLCT. Mr. Hopkins stated the policy indicates the office work time is from 8:30AM to 4:30PM, however, the times on the town office door indicate 8AM to 4PM. Mr. Atherton stated there is always someone in the office at 8AM and the policy is a guideline for employees that do not interface with the public. Mr. Hopkins noted the lunch schedule was resolved. Mr. Hopkins has had a discussion with Ms. Savela and advised the Town has employees on all three municipal retirement plans (VMERS). Mr. Atherton reported it was recommended VMERS be by department. Tim Guiles asked why there needs to be three plans. Mr. Atherton advised it would be easier to have one, but people that have already been in a plan cannot be forced to change. Tracy Wyman stated it was suggested to have just one group for new hires. Mr. Atherton advised it would be a bigger contribution from the employee and the Town. Sue Gage stated if one is an employee of the Town, it is a statutory requirement to be in VMERS. Mr. Atherton reported the majority of the employees opted to go into Group C. Mr. Hopkins asked if this is integral to the personnel policy or if it could be an addendum and it was the consensus to straighten this out in an addendum. With regard to the Sick Bank, Mr. Hopkins advised that both unions have a policy that allows employees to give sick time to other employees and it was not the intent to remove this option from the non-union employees. Mr. Hopkins suggested inserting the Sick Bank into the personnel policy.

Motion by Seth Hopkins/Doug Bailey to duplicate the Sick Bank of the Union Provision Policy from the Union Contract into the Personnel Policy. The motion passed unanimously.

Doug Bailey suggested clarification for the work schedule and asked if the Town Clerk's office hours be noted as 8AM to 4PM, with other employees' hours to be scheduled by their Department Heads. Mr. Atherton stated they just want to make sure that someone is there, whatever the office hours are. Mr. Atherton suggested defining the Town Office will be open from 8AM to 4PM. Mr. Atherton noted the union contract indicates the work time is five consecutive 8-hour days.

Motion by Seth Hopkins/Tracy Wyman to amend Section 7 of the Personnel Policy to state that the Town Office will be open 8AM to 4PM Monday through Friday and the regular workweek for employees to be five consecutive 8-hour days, with the work hours to be determined by the Department Heads. **The motion passed unanimously.**

12. Fiscal

a) General Fund Warrant - March 25, 2019 - \$64,983.13

Motion by Tracy Wyman/Brian Coolidge to approve the warrants of March 25, 2019 in the amount of \$64,983.13. The motion passed unanimously.

b) Route 7 Construction Warrant - March 25, 2019 - \$30,850.20

Motion by Brian Coolidge/Tracy Wyman to approve the Route 7 Construction warrant in the amount of \$30,850.20. The motion passed unanimously.

17. Adjournment

Motion by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 8:19PM. The motion passed unanimously.

Respectfully submitted,

Charlene Bryant Recording Secretary

Town Manager Report for weeks of March 25th and April 1, 2019

Union St Sidewalk:

The deadline for the RFQ was April 3rd. We will be reviewing the proposals this week and awarding an inspection firm.

Park Street:

The historic review is still with the State.

Newton Road:

Delivered appraisals to two of the landowners.

Segment 6:

- Installation of stormwater drainage pipes and associated with Stormwater Treatment Structures No's. 1: (treatment swale), 2: (US Rte. 7 crossing) and 3.
- Interior improvements to stormwater treatment structures inclusive of concrete ballast, interior piping, sand and other components.
- Sidewalk preparations beginning North across from Champlain Farms extending South.
- Initiation of the installation of temporary water US Rte. 7, (High Street North).
- Initiation of utilities' improvements within West Seminary Street.

Anticipated Up-Coming Interval, (April 5, 2019 - April 19, 2019)

- Installation of drainage adjacent to Stormwater Treatment Structure No. 1 located 43 Franklin Street and No. 2 across from former Mobil Station.
- Continued saw cutting of existing roadbed materials.
- Initiation of roadway widening along US Rte. 7 for maintenance to traffic during construction.
- Initiation drainage headwalls' construction near the former Mobil Station.
- Installation of sewer crossing adjacent to the former Mobil Station.
- Construction of new retaining wall adjacent to 8 Conant Square across from the former Mobil station.
- Continued installation of temporary water US Rte. 7, (High Street North).
- Continued utilities' improvements within West Seminary Street.
- Continued sidewalk preparations and installation beginning North across from Champlain Farms extending South.

Other Happenings:

The tax sale was held on April 5th. All but three properties from the original tax sale list were redeemed prior to the sale.

Rec Dept. News:

- The Town hall hosted many events this past weekend. During the day on Friday, the Rutland Northeast Supervisory Union hosted their annual Dorthy Canfield Fisher event with over 200 kids from the area celebrating reading! On Friday night we had the Wildlife Encounters of New Hampshire bring 7 animals for demonstration. This family fun event was standing room only. Saturday, April 6th was the 3rd of the series of Brandon Idol concerts, Blues for breakfast. The investment in the heating system is paying dividends with our increased offerings in the winter months that serves our community members and draw folks from surrounding towns.

- Friday April 12th, the Grift is playing at the Town Hall with beer service being provided courtesy of the Red Clover Ale Company. Tickets are \$10 available at the town offices or at the door
- Middle School Lacrosse has started and we currently have 13 boys and 18 7th and 8th grade girls practicing and preparing for a spring season that ends on June 16th.

- The Brandon rec is headed to see the Boston Red Sox take on the Houston Astros on Mother's Day, May 19th. Tickets are \$129.

Other items will be covered in the agenda.

March 20, 2019

David Atherton, Town of Brandon

49 Center Street

Brandon, Vermont 05733

Re: Brandon Transfer Station facility

Dear Dave,

This letter serves to follow up on the informal meeting that we had in early February during which we discussed several issues surrounding the Brandon Transfer Station. Specifically, we discussed the need to restore infrastructure that has existed since we began running the facility fifteen years ago. There are several substandard conditions of the facility, beginning with the shacks that we work out of. The heating system has been abandoned due to ventilation issues and we largely depend on a woodstove and electric heat now. The electric heater is expensive to run and we have seen our bills increase due to this usage. You have seen the office/shack and it is really a sad situation with only basic shelter provided at this point. We have painted and keep clean and tidy, but it is really not a safe structure.

In addition to the poor condition of the buildings that need updating and improvement, the large truck scale is not operational. You and the members of the select board have been informed and reminded that the scale is a necessary part of the infrastructure, allowing us to do business with the larger hauler in the community. Since July of 2017, we have been unable to weigh in larger quantities of wastes and therefore lost revenue. When we discussed this recently, you indicated that the Town might be able to budget a new scale in 2020, after the road projects are complete, but not until then.

The Town was also asked to support our mission by providing plowing, sanding and salting at the facility, as these costs are a real burden for us. To date, I have not heard from Daryl to discuss, but the season is nearly closed now with our plowing costs in excess of \$2200 this year.

It is our assertion that the rent that we have paid to the Town of Brandon is in exchange for the infrastructure that has been provided for years to us. The last couple years, that infrastructure has been diminished significantly. We have no fair way to offset the losses and costs and respectfully request that you waive the rent for the year 2019. If you folks budget a new scale and office for us in 2020, we would consider reinstating the rental portion of the agreement.

Finally, Earth Waste and Metal provides many options for recycling and disposal of wastes to the residents of Brandon, Vt. The recycling markets have changed significantly and we are restructuring the entire program at the transfer station. In our meeting, you indicated that this is largely our operation with little involvement from you, but I recognize that you need to understand the changes, as some

customers may express concern or dissatisfaction to you and your staff. I offer this information for your understanding and explanation. Please share it with all your staff.

Earth Waste and Metal will be requiring all patrons of the Brandon Transfer Station to buy an annual pass to use the facility. The pass will be \$24 per year, running June 30-July1. In addition to the pass, all customers will be charged for disposal of recycling at the same rate as trash beginning April 1. As we speak, recycling costs continue to climb and the cost to dispose of recyclables is higher than the cost to dispose of MSW. With the zero sort facility in Rutland (Casella), it costs us \$96 per Ton to recycle in addition to our providing a box container, handling the material and trucking the material. Trash, in contrast, costs us approximately \$20 per Ton less than recycling to dispose of. This information will shock many customers, but essentially we have been incurring over \$1000 per month costs to handle the recyclables for the Town residents for "free". Glass has no recycling markets any longer, plastics are very limited. Paper markets are still accepting material but it must be clean, baled and trucked for approximately half the value of last year. Cardboard is the only commodity that still demonstrates stable market value. We are noting that an abundance of recycling is now flowing into this facility, likely because other haulers will not take it for free.

Earth Waste and Metal is committed to providing the Town of Brandon and its residents the best service and value for their rubbish and recycling needs. We have, unfortunately, found ourselves under supported in the budget, whereby no dollars of rent actually apply to the maintenance or improvement of the facility. It is our sincere hope that the Town can share some of the costs and burden that currently exist to run this facility, so that the small businesses and homeowners can continue to have this resource at their back door.

Please offer me your thoughts and input and advise whether we need to discuss with the Board on the next meeting's agenda. We really need your support in Implementing these necessary changes.

Thank you very much.

Sincerely,

Stephanie Einicki

Earth Waste and Metal

Attached: new price sheet to affix to the contract on file with the Town, effective 4/1/19



BRANDON TRANSFER STATION

Earth Waste & Metal

0-16 lbs. (minimum charge)

\$2.50 flat charge

Over 16 lbs.

add 0.15 per pound

Unbagged/loose trash items

\$0.15 per pound

Prices effective 4/1/19 All prices are subject to change

BULKY WASTE

Couches	\$20.00 ea	ch
Recliners	\$15.00 ea	ch
Mattresses or Box Springs	\$20.00 ca	ch
Crib mattresses	\$5.00 ea	ch

TIRES

Under 16 Inches	\$6.00 each
Over 16 Inches	\$9.00 each
Over 36 Inches	\$20.00 each
Over 52 Inches	\$50.00 each

APPLIANCES W/ FREON

Refrigerators	\$20.00 I	er unit
Freezers	\$20.00 i	
Air Conditioners	\$20.00 I	er unit
Dehumklifiers	\$20.00	er unit

CONSTRUCTION/DEMO

\$75.00 per yard

Grindable*

Sorted Asphalt

Treated Wood

*Grindable: sheetrock, shingles, wood, pluster & lathe [When scales available price is \$.15/lb.]

FOOD WASTE

0.15 per pound

Household food waste including: fruits, vegetables, meats, breads, nuts, dairy (see website for more details. Items that should not be included listed as well).

FREE ITEMS ACCEPTED

Compost (yard waste, leaves, or grass)

Brush

Untreated wood (size limit applies)

FREE SORT SECREGATED RECYCLING FIEMS

Scrap metal (empty of fluids; natis/small items in closed container)

Appliances (items without Freon)

Cardboard

Tin & Aluminum Cans

NOTACCEPTED

OIL.

FLORESCENT BULBS

E-WASTE (computers and related devices).

ALL OTHER HAZARDOUS WASTE*

ATTENTION VALUED CUSTOMERS:

Due to the increased cost to dispose of customer recyclables at a higher rate than trash, and the decreased recycling markets, regrettably as of 4/1/19 mixed recycling will be charged at the same rate as trash. There will still be FREE Sort Segregated items that are listed below and we encourage customers to continue to sort these from your mixed recyclables.

Coming Soon:

ANNUAL PASS STICKER

\$24 per yem per household for time period from June 30, 2019 to July 1, 2020

*Household Hazardous Waste (HHW)

Household Hazardous Waste Collection Days Dates posted at transfer station and on website www.earthwasteandmetal.com

(HHW includes but not limited to: paint,

oil, florescent boths, e-waste/computers and related device

HHW Alternative drop off available year round at Gleason Road, Rutland, VT.

PURCHASE AND SALE CONTRACT

between

Brent Buehler, Charles Powell, and Steven Zorn (collectively, "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: Brent Buehler, Charles Powell and Steven Zorn

Address:

4 Conant Square, Brandon, Vermont 05733

Purchasers' Attorney:

Amy R. Menard, Esq.

Neuse, Duprey & Putnam, P.C.

One Cross Street

Middlebury, VT 05753

(802) 388-7966

amy@ndp-law.com

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:

Constance Tryon Pell, Esq.

Carroll, Boe & Pell, PC

64 Court Street, Middlebury, VT 05753

(802) 388-6711 cpell@64court.com

3. Address Of Property: A parcel of land located adjacent to Conant Square (also known as U.S. Route 7), in Brandon, Vermont, and being a portion of all and the same lands and premises conveyed to the Town of Brandon in a Quit Claim Deed from Central Vermont Public Service Corporation, dated December 15, 1960, and recorded in the Brandon Land Records in Book 75 at Page 471, specifically being Parcel #3 as referenced therein.

8 3.24.20 P

- 4. <u>Property Description</u>: .47 +/- acre of undeveloped land depicted on the Town of Brandon tax map as Parcel #22-51-32.
- 5. Total Purchase Price: One Thousand Five Hundred U.S. Dollars (\$1,500.00).
- 6. Earnest Money Deposit: None.
- 7. Closing: Closing shall be held no later than ninety (90) days after 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. <u>Special Conditions</u>: 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.
- 9. Fixtures And Personal Property: None.
- 10. Environmental Hazards and Contamination: Seller represents that it is not aware of environmental hazards or contamination present at, emitting from, or affecting the property. Purchaser shall have the opportunity, at Purchaser's discretion and expense, to obtain such testing, surveys, and assessments of the Property as Purchaser deems necessary to detect environmental hazards or contamination. In the event hazards or contamination are detected, Purchaser may terminate this Contract and the parties shall have no further obligations to each other.
- 11. 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.
- 12. Possession: Possession shall be given on the Closing Date.
- 13. <u>Payment Of Purchase Price</u>: 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.
- 14. <u>Deed</u>: The parties recognize that Seller acquired the Property by Quit Claim 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:

A 3.22.2019 Mos. 27. 2010 "The transfer of the Property is AS-IS, WHERE-IS, with the Grantee taking all defects and risks associated with or connected to the Property.

The Property is conveyed subject to the terms and conditions of following documents of record in the Brandon Land Records:

- 1. Agreement by and between the Town of Brandon and the owners and occupants of 4 Conant Square in Brandon, including Charles Powell, Brent L. Buehler, Steven Zorn, and Lower Falls, LLC, dated December 15, 2016, and recorded in Book 233 at Pages 661-664, as amended in an Amendment to Agreement dated March 10, 2017, and recorded in Book 234 at Pages 739-741;
- 2. Quit Claim Deed from the Town of Brandon to Charles T. Powell and Steven D. Zorn and Brent L. Buehler dated March 10, 2017, and recorded in Book 234 at Pages 745-747.

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)."

15.	Agreement:	At closing,	the Purchaser	shall sign an	Agreement	providing:	the following:

This is an Agreement made this _____day of _______, 2019, by and between Setler and Purchaser regarding the sale of a parcel of land located adjacent to Conant Square (also known as U.S. Route 7), in Brandon, Vermont, and being a portion of all and the same lands and premises conveyed to the Town of Brandon in a Quit Claim Deed from Central Vermont Public Service Corporation, dated December 15, 1960, and recorded in the Brandon Land Records in Book 75 at Page 471, specifically being Parcel #3 as referenced therein ("the Property").

- 1. Property Description: The parties agree the Property is 47 +/- acre of undeveloped land depicted on the Town of Brandon tax map as Parcel #22-51-32.
- 2. <u>Defects and Risks:</u> Seller and Purchaser agree that Seller is selling the Property to Purchaser subject to 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 reentry and repossession of the Property as more particularly described in the Deed from Central Vermont Public Service Corporation to Town of Brandon dated December 15, 1960, and recorded in the Brandon Land Records in Book 75 at Page 471.
- 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.

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- 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.
- Property Sold "As Is": Purchaser agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of the Quit Claim deed from Seller, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and Purchaser expressly assumes the risk of any and all defects in the Property, including a possible lack of access for ingress and egress. Purchaser fully understands that Seller 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, access 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, Purchaser 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. Purchaser acknowledges that Seller has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the Property.
- 4. Agreement Survives Closing: The parties agree that this Agreement shall not be recorded in the land records but its terms shall survive closing and are binding upon and shall inure to the benefit of Seller and Purchaser, and their respective heirs, successors and assigns.
 - 5. Governing Law: This Agreement is governed by the laws of the State of Vermont.
- 6. Entire Agreement: This Agreement represents the entire agreement between the parties regarding the matters stated in Paragraphs 1-5 above, superseding all prior agreements and understandings, written and oral.
- 16. <u>Property Transfer Tax</u>: Purchaser shall be responsible for paying any Vermont Property Transfer Tax due on this transaction.
- 17. 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.

P3.22.2019

18. <u>Default</u>: 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.

- 19. 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.
- 20. <u>Closing Adjustments</u>: 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.
- 21. <u>Assignment:</u> Purchaser may assign Purchaser's rights under this Contract to a limited liability company or other entity owned or controlled by Purchaser; provided, however, that Purchaser shall remain personally liable for performance under this Contract, notwithstanding such assignment. Purchaser may not otherwise assign Purchaser's rights under this Contract without Seller's written consent.
- 22. <u>Notice</u>: 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.
- 23. <u>Local and State Regulations</u>: 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.
- 24. <u>No Broker</u>: The parties hereby acknowledge that no real estate broker or other similar party is entitled to a commission on account of this transaction.
- 25. <u>Binding Effect</u>. 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.

A 3.27.2019

- 26. 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.
- 27. 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.
- 28. Modification And Amendment: No modification, amendment or deletion affecting this Contract.
 [SIGNATURE PAGES FOLLOW] Contract shall be effective unless in writing and signed by all parties.

A 3.22.2019.

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: 03.27, 2019

Brent Buehler

Charles Powell

Steven Zorn

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 - SellerBy: BRANDON SELECTBOARD

Seth Hopkins, Chair	Date
Doug Bailey, Vice-Chair	Date
Tracy Wyman	Date
Brian Coolidge	Date
Tim Guiles	Date

LEASE AGREEMENT

This Lease Agreement is made by and between the Town of Brandon, Vermont, hereinafter designated as Lessor, and Wyman-Frasier Lumber Mill, Inc. hereinafter designated as Lessee.

- 1. <u>Leasehold Grant</u> Lessor does hereby lease and demise unto Lessee that property being a portion of the Brandon Town Forest located on the south side of Duval Road and being approximately 387 acres more or less, hereinafter referred to as "the Sugarbush."
- 2. <u>Term of Lease</u> The term of the lease shall be for 20 years, with Lessee at its option able to enter into 5 extensions of the lease with each extension being 5 years in duration.
- 3. <u>Use of Property</u> Lessee shall have the right under this lease agreement to tap trees and the right to enter and re-enter the Sugarbush for activities consistent with collecting sap from and maintaining said Sugarbush, and to remove dead trees and harvest standing timber under the supervision of a forester acceptable to Lessor.
- 4. Payment of Rent. Lessee shall pre-pay Lessor \$1,000.00 annually with the first payment to be made on for the period from ,2019 through 2020. The annual rental is based upon 2000 taps at \$0.50 per tap. At such time as Lessee exceeds 2000 taps, the annual rent may be re-negotiated based on the number of taps at a charge of no less than \$0.50 per tap and no more than \$1.00 per tap.
- 5. <u>Number of Taps</u>. Lessee will provide Lessor with information regarding the total number of taps prior to each sugaring season under this lease agreement. Lessor shall have access to the Sugarbush for purposes of verifying the number of taps.
- 6. <u>Use, Maintenance, and Construction of Roads</u>. Lessee shall have year- round access to the Sugarbush. Lessee may use and improve existing roads in the Sugarbush in order to facilitate its sugaring activities and to facilitate the harvesting and removal of standing and dead timber. Lessee may construct new roads with approval of the Lessor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, any harvesting of standing timber shall be conducted under the supervision of a forester who is acceptable to Lessor. Lessee is permitted to enter the property with snowmobiles and all-terrain vehicles (ATV's) and other vehicles including but not limited to trucks and skidders for work for the sugaring operations and the harvesting and removal of dead and standing timber.
- 7. <u>Stumpage</u>. Lessee shall pay Lessor stumpage. Stumpage is the amount remaining after logging and trucking costs are deducted from the sale price of the timber. Logging and trucking costs shall not exceed the average trucking and logging costs within the region at the time of harvesting.

- 8. <u>Practices</u>. Lessee shall take care to avoid damage to trees and reproduction. No pesticides or chemicals will be used without approval of the Lessor and a forester approved by Lessor.
- 9. <u>Lessee's Insurance Liability Responsibility</u>. Lessee shall assume all responsibility and liability for accidents occurring to him, or his employees or visitors, and agree to save the Lessor harmless from any and all claims of liability for injury or damage to all persons or property which may occur as a result of operations under the terms of this Lease Agreement. Lessee shall carry public liability insurance in amount sufficient to the Lessor and provide evidence of such coverage to the same.
- 10. <u>No Lease Assignment</u>. This Lease Agreement may not be assigned by Lessee to any other party without the express prior written approval of Lessor, which approval shall not be unreasonably withheld.
- 11. <u>Default</u> Should the either Lessor or Lessee default in any of the terms of the Agreement, the other party may terminate the Lease Agreement by giving notice to the defaulting party in accordance with law. In the event of court action arising from the default, the substantially prevailing party shall be entitled to its reasonable attorney's fees.
- 12. <u>Renewal of Lease</u>. The Lessor grants to Lessee five (5) renewals of this Lease Agreement with each renewal period being for five (5) years, unless Lessee notifies the Lessor in writing of its desire to terminate the Lease Agreement not less than sixty days prior to the expiration the term of the lease or current renewal period.
- 13. <u>Rights of Lessee Upon Termination</u>. All tubing and taps shall remain the property of lessee, and lessee shall be given a reasonable period of time following termination of the lease agreement in which to remove all tubing and taps.
- 14. <u>Binding Effect</u>. This Lease Agreement and the covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Dated this day of _	, 2019.
	TOWN OF BRANDON, VERMONT
	Ву
Witness	Its duly authorized agent, Lessor
Dated this day of	, 2019.
	WYMAN-FRASIER LUMBER MILL, INC.
	Signed
Witness	Tracy Wyman, its agent, Lessee

TOWN OF BRANDON Accounts Payable Check Warrant Report # 63169 Current Prior Next FY Invoices

All Invoices For Check Acot 01(10 General Fund) 04/08/19 To 04/08/19

		Invoice	Invoice Description		Amount	Check Check
Vendor		Date	Invoice Number	Account	Paid	Number Date

310184	ABANAKI INC	03/05/19	rental of box trailer	10-5-18-61050	150.00	46591 04/08/19
			10269	Brandon Carnival		
100598	AUBUCHON HARDWARE	03/25/19	couplings	20-5-55-43160	20.48	46592 04/08/19
			1623347985	Maint. Supplies - General		
100598	AUBUCHON HARDWARE	03/25/19	paint etc for signs	10-5-15-45120	125.68	46593 04/08/19
			1623347986	Signs & Posts		
100598	AUBUCHON HARDWARE	03/25/19	car wash	10-5-14-41160	11.94	46594 04/08/19
			1623347987	PD Maint, Supplies-Vehicl		
100598	AUBUCHON HARDWARE	03/25/19	padlock, extractor, bags	10-5-18-30070	6.99	46595 04/08/19
			1623347989	Little League Expenses		
100598	AUBUCHON HARDWARE	03/25/19	padlock, extractor, bags	10-5-18-30060	22,28	46595 04/08/19
			1623347989	Basket Ball Expense		
310901	BARKER, LISA	04/01/19	refund	10-5-18-60010	151.00	46596 04/08/19
			04/01/19	Bus Trips		
100275	BRANDON FREE PUBLIC LIBRA	03/28/19	appropriation	10-5-25-70470	7666.67	46597 04/08/19
			APRIL 2019	Brandon Library		
100280	BRANDON LUMBER & MILLWORK	03/26/19	bolts	10-5-22-43080	2.97	46598 04/08/19
			761706/3	Highway Bldg Maint		
100310	BRANDON SENIOR CITIZENS C	03/28/19	appropriation	10-5-25-70480	1125.00	46599 04/08/19
			APRIL 2019	Senior Citizen Center		
310049	BROOK FIELD SERVICES	08/29/18	service Neshobe generator	10-5-22-43200	384.78	46600 04/08/19
			30217	Generator Maint		
100003	BROWN'S AUTO SALVAGE - TE	03/08/19	plow frame	10-5-15-41160	500.00	46601 04/08/19
			673194	HW Maint, Supplies-Vehicl		. ,
310712	CELEBRATION RENTALS, INC.	06/06/19	tent rental	10-5-18-61050	650.00	46602 04/08/19
			17817	Brandon Carnival		
301503	CHAMPLAIN VALLEY FUELS	03/26/19	diesel fuel	10-5-15-41130	2108.64	46603 04/08/19
			291499	Fuel - Vehicles HW		
301503	CHAMPLAIN VALLEY FUELS	03/26/19	heating fuel @ Town Hall	10-5-22-42110	347.30	46603 04/08/19
			306648	Heating Fuel		
301503	CHAMPLAIN VALLEY FUELS	03/19/19	gasoline	10-5-14-41130	455.32	46603 04/08/19
			306789	Fuel - Vehicles		
310097	COMCAST	03/29/19	waste water for April	20-5-55-42100	184.52	46604 04/08/19
			3-21-19	Wastewater Telephone		
310097	COMCAST	04/05/19	town office for april	10-5-10-42100	458.24	46605 04/08/19
			3-27-19	Telephone Exp. Admin.		
310903	DION EQUIPMENT SALES, INC	03/29/19	chipper	10-5-15-41110	9800.00	46606 04/08/19
			1646	New Equipment-Misc. Tools		
100494	ENDYNE INC	03/21/19	testing	20-5-55-22120	46.00	46607 04/08/19
			292579	Testing		
330422	FERGUSON WATERWORKS #590	03/28/19	flanged plug valve	20-5-55-43160	835.86	46608 04/08/19
			0874654	Maint. Supplies - General		
300187	FLORENCE CRUSHED STONE	03/23/19	gravel/stone	10-5-15-46140	5033.62	46609 04/08/19
			226376	Gravel		
300187	FLORENCE CRUSHED STONE	03/31/19	gravel/stone	10-5-15-46140	5014.44	46609 04/08/19
			226401	Gravel		
100925	FOLEY SERVICES INC	03/19/19	uniforms	10-5-15-10320	48,73	46610 04/08/19
		,	1231457	Clothing Allowance		, ==, ==
100925	FOLEY SERVICES INC	03/26/19	uniforms	20-5-55-10320	21,37	46610 04/08/19
	•		1232884	Clothing Allowance		,,
				-		

TOWN OF BRANDON Accounts Payable Check Warrant Report # 63169 Current Prior Next FY Invoices

All Invoices For Check Acct 01(10 General Fund) 04/08/19 To 04/08/19

		Invoice	Invoice Description		Amount	Check	Check
Vendor		Date	Invoice Number	Account	Paid	Number	Date
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
100925	FOLEY SERVICES INC	03/26/19	uniforms	10-5-15-10320	48.73	46610	04/08/19
			1232886	Clothing Allowance			
100925	FOLEY SERVICES INC	04/02/19	uniforms	20-5-55-10320	21.37	46610	04/08/19
			1234277	Clothing Allowance			
300029	FOSTER MOTORS INC	03/28/19	replaced LED lamp	20-5-55-41180	83.04	46611	04/08/19
			CHCS46964	Maintenance-Vehicles			
100650	GALLS LLC	03/08/19	lettering	10-5-14-10320	26.62	46612	04/08/19
			012168344	Clothing Allowance			
100650	GALLS LLC	03/28/19	shirt	10-5-14-10320	65.67	46612	04/08/19
			.012335508	Clothing Allowance			
100725	GREEN MOUNTAIN GARAGE	03/18/19	mats for pickup	10-5-15-41160	23.99	46613	04/08/19
			133981	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/20/19	fittings, hose	10-5-15-41160	53.67	46613	04/08/19
			134065	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/21/19	worklight	10-5-15-41160	29.97	46613	04/08/19
			134112	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/21/19	fittings, hose	10-5-15-41160	113.56	46613	04/08/19
			134130	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/22/19	creeper, oil seal	10-5-15-41160	209.27	46613	04/08/19
			134149	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/22/19	Lamp	10-5-15-41160	4.88	46613	04/08/19
			134174	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	03/26/19	ramp	20-5-55-43160	57.70	46613	04/08/19
			134278	Maint. Supplies - General			
100725	GREEN MOUNTAIN GARAGE	03/26/19	casters for creeper	10-5-15-41160	27.01	46613	04/08/19
			134295	HW Maint. Supplies-Vehicl			
100725	GREEN MOUNTAIN GARAGE	04/03/19	cap screws, washers, nuts	20-5-55-41180	19.44	46613	04/08/19
			134616	Maintenance-Vehicles			
100725	GREEN MOUNTAIN GARAGE	04/04/19	silicone gasket maker	20-5-55-41180	7.41	46613	04/08/19
			134665	Maintenance-Vehicles			
100810	IBF SOLUTIONS, INC	04/04/19	2200 ap checks	10-5-10-30110	356.32	46614	04/08/19
			53209	Office Supplies			
100062	J & B INTERNATIONAL TRUCK	03/13/19	belt	10-5-15-41160	46.14	46615	04/08/19
			T 405886	HW Maint. Supplies-Vehicl	•		
100062	J & B INTERNATIONAL TRUCK	03/14/19	fan	10-5-15-41160	285,70	46615	04/08/19
			T405983	HW Maint. Supplies-Vehicl			
100062	J & B INTERNATIONAL TRUCK	03/25/19	kit	10-5-15-41160	44.27	46615	04/08/19
			T406415	HW Maint. Supplies-Vehicl			
100062	J & B INTERNATIONAL TRUCK	03/26/19		10-5-15-41160	147.03	46615	04/08/19
	,		T406458	HW Maint. Supplies-Vehicl			
310062	MCCULLOUGH BROS., INC.	03/27/19	tree removal	10-5-15-44130	1406.25	46616	04/08/19
			03/27/19	Tree Removal/Planting			
100030	MINER CONSTRUCTION, INC.	03/27/19	Franklin St road repair	20-5-55-20240	200.00	46617	04/08/19
			19006	Contractors			
100030	MINER CONSTRUCTION, INC.	03/27/19	Arnold Dist excavation	10-5-15-20240	390.00	46617	04/08/19
			19007	Contractors			
100149	MODERN CLEANERS & TAILORS	03/22/19	uniform maintenance	10-5~14~10320	64.00	46618	04/08/19
			MAR2019	Clothing Allowance			
310795	NATIONAL BUSINESS TECHNOL	03/25/19	serv contract - printers	10-5-10-30130	44.38	46619	04/08/19
			IN294068	Service Contracts			
				•			

TOWN OF BRANDON Accounts Payable Check Warrant Report # 63169 Current Prior Next FY Invoices All Invoices For Check Acct 01(10 General Fund) 04/08/19 To 04/08/19

		Invoice	Invoice Description		Amount	Check Check
Vendor		Date	Invoice Number	Account	Paid	Number Date
	NAMETONAL DISCUSSED MEGISTON					
310795	NATIONAL BUSINESS TECHNOL	03/25/19	serv contract - copiers IN294069		70.00	46619 04/08/19
100788	NEW ENGLAND MUNICIPAL RES	04/01/10		Service Contracts	7550 00	46600 :04 (00 (10
100766	NEW ENGLAND MONICIPAL RES	04/01/19	assessment for April 2019 43650		7550.00	46620 04/08/19
210505	OCCUPATIONAL HEALTH PARTN	04/01/10		Professional Services	2407 17	10001 01/00/10
310595	OCCUPATIONAL REALITA PARIN	04/01/19	Service Agreement L2 4012019	10-5-17-61160	3407.17	46621 04/08/19
310595	OCCUPATIONAL HEALTH PARTN	04/01/19	Service Agreement L2	Worker's Comp Insurance 20-5-55-61160	296.28	46621 04/08/19
310333	OCCUMITOREM MEANIN PARTN	04/01/13	4012019	WW Workers Comp.	290.25	40021 04/08/19
310902	PITTSFORD VILLAGE FARM	04/05/19	refund security deposit	10-4-22-30100	100.00	46622 04/08/19
010301	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	01,00,13	04/05/19	Town Hall Rent	100.00	40022 04/05/13
310736	POCKETTE PEST CONTROL	04/01/19	pest control/Police Dept.		65.00	46623 04/08/19
		, ,	12125	PD Bldg Maint.	03.00	40025 04,00,15
310736	POCKETTE PEST CONTROL	04/01/19	pest control/Town Office	_	70.00	46623 04/08/19
		, , , ,	12126	Town Office	, , , , ,	11011 11,00,10
310736	POCKETTE PEST CONTROL	04/01/19	pest control/Town Hall	10-5-22-43150	80.00	46623 04/08/19
			12127	Town Hall Repair/Maint.		
310736	POCKETTE PEST CONTROL	04/01/19	pest control/storage area	· ·	50.00	46623 04/08/19
		. , .	12128	Storage Unit Supply/Maint		13320 01, 00, 20
310842	RHR SMITH & COMPANY	03/22/19	Field Work-Final Bill	10-5-10-22110	100.00	46624 04/08/19
			22176	Auditors		, , , , , , , , , , , , , , , , , , , ,
200179	ROOTX	03/25/19	root killer	20-5-55-51310	460.00	46625 04/08/19
			55648	Collection Systems		
100478	ROYAL GROUP, INC.	03/27/19	test & insp fire alarm	1.0-5-22-43100	410.60	46626 04/08/19
			656112	Town Office		
300375	RUTLAND CITY	04/01/19	Feb processing of sludge	20-5-55-50160	4200.00	46627 04/08/19
			23881SLUDG	Sludge Disposal		
310777	SWIFT, GAYLE	04/05/19	refund	10-5-18-40010	50,00	46628 04/08/19
			04/05/19	Middle School Football		
200277	THUNDER TOWING & AUTO REC	03/11/19	oil & oil filter	10-5-14-41180	54.81	46629 04/08/19
			5653	PD Vehicle Maintenance		
200277	THUNDER TOWING & AUTO REC	03/13/19	repairs to 2013 Charger	10-5-14-41180	622,95	46629 04/08/19
			5685	PD Vehicle Maintenance		
100729	TREASURY OPERATIONS DIVIS	04/01/19	marriages Jan - March	10-2-00-02113	100.00	46630 04/08/19
	·		APRIL 2019	Marriage Lic. Fees to Sta		
310490	US BANK	03/15/19	Bond Int payments	20-5-55-60800	522.58	46631 04/08/19
			MAY 2019	USDA Bond Loan #8 Interes		
310490	US BANK	03/15/19	Bond Int payments	10-5-19-48140	24698.25	46631 04/08/19
			MAY 2019	RT 7 Town Share -2006		
310490	US BANK	03/15/19	Bond Int payments	10-5-19-60500	11920.41	46631 04/08/19
			MAY 2019	2016 Segment 6 Bond		
310490	US BANK	03/15/19	Bond Int payments	10-5-19-60410	4559.09	46631 04/08/19
			MAY 2019	PD Bond Payment		
310490	US BANK	03/15/19	Bond Int payments	20-5-55-61000	7279.12	46631 04/08/19
			MAY 2019	USDA Bond Loan #9 Interes		
100682	USA BLUE BOOK	.03/28/19	chemical feed pump	20-5-55-41110	846,74	46632 04/08/19
			852203	New Equipment-Misc Tools		
100682	USA BLUE BOOK	03/28/19	gas detector	20-5-55-41120	893,56	46632 04/08/19
			852258	Safety Equipment		
300018	VCDA	12/06/18	conference	10-5-21-75000	35.00	46633 04/08/19
			2018-012	Economic Development		

TOWN OF BRANDON Accounts Payable Check Warrant Report # 63169 Current Prior Next FY Invoices All Invoices For Check Acct 01(10 General Fund) 04/08/19 To 04/08/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	
330348	VERIZON WIRELESS	03/22/19	service Feb 23 - Mar 22	10-5-14-20233	240.06	46634	04/08/19
			9826716054	MDT/Aircards			
310697	VERMONT CREATIVITY QUEST,	03/31/19	t-shirts, pins	10-5-18-60150	877.00	46635	04/08/19
			MARCH2019	Odyssey of the Mind			
310900	VERMONT ELEVATOR INSPECTI	03/21/19	annual lift inspection	10-5-22-43100	150.00	46636	04/08/19
			25848	Town Office			
100067	VLCT	03/26/19	SB training- TGuiles	10-5-10-10340	60.00	46637	04/08/19
			2019-20474	Professional Development			
200284	VMCTA	03/28/19	clerk treasurer workshop	10-5-13-10340	25.00	46638	04/08/19
			APRIL 2019	Professional Development	•		
310046	W.B. MASON CO INC	03/22/19	toner	10-5-10-30110	44.99	46639	04/08/19
			164730008	Office Supplies			
100577	WILK PAVING, INC	04/01/19	cold patch	10-5-15-46120	702.90	46640	04/08/19
			CP19-047	Cold Patching			
	Report 5	Cotal			109489.76		

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 \$ ***109,489.76	
Let this be your order for the payments of these amounts.	

Selectboard

TOWN OF BRANDON Accounts Payable

Check Warrant Report # 63168 Current Prior Next FY Invoices

Mandarry	serected	HOT.	CHECK	ACCL	99(IO	General	runa)	04/08/2019	10	04/08/2019		
								Dunahana	n:	againt	2mount	Chook

Vendor		Invoice	Invoice Description	Amount	Amount	Amount Paid	Number	Check Date
100456	DUBOIS & KING INC	319324	S6 CI Progress # 46	46196.93		46196.93	46590	04/05/19
	Repor		46,196.93		46,196.93			
					Selectb	oard		
	To the Treasurer of TOWN that there is due to the se listed hereon the sum again are good and sufficient vou aggregating \$ ****46,196.93 Let this be your order for Segmen	everal persons wast each name an chers supporting the payments of	hose names are d that there g the payments					
	Segmen							

TOWN OF BRANDON Accounts Payable Check Warrant Report # 63167 Current Prior Next FY Invoices Manually Selected For Check Acct 99(10 General Fund) 04/08/19 To 04/08/19

Page 1 Jacolyn

Vendor		Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
100456	DUBOIS & KING INC	319187	B114 CI progress rpt #21			2497.28	46589	04/05/19
	Report I	otal		2,497.28	0.00	2,497.28		
					Selectbo	pard		
	To the Treasurer of TOWN OF that there is due to the sever listed hereon the sum against		<u>.</u>					
	are good and sufficient vouche aggregating \$ *****2,497.28 Let this be your order for the		·					
	Bridge	114				- Martin - Mills		<u>·</u>