

PLEASE NOTE: REMOTE MEETING via ZOOM

Meeting ID (253 279 4161)
Dial: (929) 205 6099

**Brandon Select Board Meeting
October 12, 2020
7:00 p.m.**

The Brandon Select Board will meet Monday, October 12, 2020 at 7:00 p.m. 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 at the Junction Store & Deli at 2265 Forest Dale Road. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
 - a) Agenda Adoption
- 2) Approval of Minutes
 - a) Select Board Minutes – September 28, 2020
- 3) Town Manager’s Report
- 4) Public Comment and Participation
- 5) Consider BLGS Insect Control District Representative Appointments
 - a) Representative (remainder of 1-year term ending March of 2021)
 - b) Alternate (remainder of 1-year term ending March of 2021)
- 6) FY 21/22 Budget Meeting Discussion
- 7) Town Report Discussion
- 8) Fiscal
 - a) P.O. 51773 to Cargill, Inc. for Road Salt - \$68,500.00
 - b) Warrant – October 12, 2020 - \$269,159.42
 - c) Route 7 Construction Warrant – October 12, 2020 - \$22,995.32
- 9) Executive Session

First Motion: I move to find that premature general public knowledge of a contract regarding a Public Works project, to which the public body is or may be a party will clearly place the Town at a substantial disadvantage.

Second Motion: I move that we enter executive session to discuss the current contract regarding a Public Works project to which the public, under the provisions of 1 V.S.A. Section 313(a)(1).

- 10) Executive Session

The appointment or employment or evaluation of a public officer or employee under the provisions of 1 V.S.A. § 313(a)(3)

- 11) Adjournment

**Brandon Select Board Meeting
September 28, 2020**

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

All in Attendance via Zoom.

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

Others In Attendance: Dave Atherton, Brent Buehler, Bill Moore, Lee Kahrs, Shari Vaccarella, Stephanie Jerome, Butch Shaw, Bernie Carr, Chris Brickell, Sue Gage, Allie Walter

The meeting was called to order by Seth Hopkins – Chair at 7:01PM.

1. Call to order

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

Add Executive Session in accordance with 1 V.S.A. 313(a)(3) - Appointment or Employment or Evaluation of a Public Officer or Employee

2. Approval of Minutes

a) Select Board Meeting – September 14, 2020

Motion by Tim Guiles/Brian Coolidge to approve the minutes of the September 14th Select Board meeting. **The motion passed unanimously.**

3. Town Manager's Report

Dave Atherton provided a report for the weeks of September 14th and September 21st, 2020.

Segment 6:

Concrete pours for the piers have been completed. The steel beams are scheduled to arrive in two weeks for installation. The project is a little ahead schedule.

Park Street:

The bioswale construction has been completed and all of the plantings are in. Final road grading continues in preparation for paving to start on the 5th that will probably last about 4 days.

Other happenings:

A \$3,000.00 rebate has been received from Green Mountain Power for the installation of the car chargers.

Mr. Atherton attended the annual VLCT business meeting on September 23rd. There was nothing really big this year and is much in line with what they were working on last year.

Mr. Atherton attended the Regional Transportation Council meeting on September 24th. The key topic was on the upgrade of passenger and freight rail plans with a presentation by VTrans. Mr. Atherton has again opened up the conversation of including a rail stop in Town and will keep the Select Board updated as the conversation moves forward. They appear to be interested in it as there is low passenger counts on the train.

Rec News:

The Rec Department has enjoyed a successful re-launch of youth sports here in our communities. While our participation was expected to be lower than in years past, spirits are up, and the numbers are surprisingly robust; 2019 there were 102 vs. the 89 for this fall season. Our Rec football for grades 3 – 8 is at zero as our commissioner made the decision not to run the program due to the state mandated modified rules. Starting Fridays in October, we will have kids cornhole at Estabrook Park and kickball at Neshobe. Cross country running has yet to start and the possibility of a fall golf program is still being explored. Friday, September 25th saw the Carter Insurance Agency Pick-up concert held in Central Park to provide some synergy for the Chamber/DBA “Brandon Celebrates” events. This was the last concert for the inaugural season. Many thanks to our sponsor, Chad Hayes of the Carter Insurance Agency, and our performers: Emily Doty, Gunnar Tinsman, Kimberlee Simmons, Kayla Passione, Mark Frazee, and Hilary Collier and our first performer and talent wrangler, Jess Crossman. This will become a staple of our 2021 drive-in schedule, so stay tuned. The Rec will be collaborating with Omya on a safety program around outdoor exercise. Subsidized by a generous donation, the Rec will be offering reflective vests and hats for folks that walk/jog/run the highways, byways, and greenways of Brandon. \$5 will get you a DOT certified reflective vest or a stylish reflective hat, both emblazoned with the B-Rec logo. Contact Bill Moore at the town office to get yours before they run out!

Tim Guiles asked for an update on the sidewalk issue as he walked the sidewalks and noticed there are some that are in better shape than other. Dave Atherton advised there is not a final resolution to this issue. There have been some test spots done with a product that resurfaces it and some core samples were done to see if there are any issues with the concrete before doing it all. The Town has purchased the sidewalk sealer that arrived today and will start prepping them and getting sealer on the good portions. The patched areas will be revisited in the spring to see how effective the product is. Mr. Guiles noted he attended the VLCT Vermont Roads program and asked if the Town’s staff participates in these programs. Mr. Atherton reported the Public Works staff has participated in some of them and people from VLCT have also come to Town to do training. Mr. Guiles noted they recommend in the wintertime to understand the plowing that Select Board members ride

along with them. Mr. Atherton suggested Mr. Guiles contact Shawn to discuss this request. Doug Bailey requested status on the town clock, the municipal parking lot, EV signage and where the water runoff will be for the town hall sidewalk roof project. Mr. Atherton reported the town clock has an electrical issue and the person that usually fixes it was unable to do the repair. One of the Public Works staff will be working on the clock to try to fix the electrical issue. There have been some temporary signs made for the parking lot, but Mr. Atherton noted the EV chargers have not been turned on yet. With regard to the town hall sidewalk roof drainage, there will be a dry well built on the north side of the structure and there will be a perforated type structure along the perimeter that will run into the catch basin in the front. Mr. Bailey thanked Bill Moore for his safety collaboration with Omya for the vests and hats. Shari Vaccarella requested more detail of where the drainage is going to be for the town hall due to the close proximity to their property. Mr. Atherton suggested she speak with the contractor. Ms. Vaccarella noted there should be a site plan and specifics. Mr. Atherton stated the plans were sent to her and no questions were raised. Ms. Vaccarella did not receive construction documents that showed drainage and was not adequate information. Mr. Atherton noted it is only a one-page document with the design of the roof. Tim Guiles stated it seemed like a fair request that the piping is understood. Mr. Atherton asked if the Select Board would like the contractor to draw up a plan and noted when this issue first arose, he sat with the Vaccarella's and asked if they wanted to see the plans and they did not want to be included. This project has been discussed for over a year and suggested this could have been addressed earlier. Mr. Atherton sent the revised plan to Ms. Vaccarella on April 15th with a response that it was received. He is not sure what else can be done and noted he could ask the contractor to draw up the drainage and how it is going to work. Ms. Vaccarella advised that she would be okay with walking the site with Mr. Atherton and the contractor to obtain the details of the drainage. Mr. Atherton will confirm a site visit with the contractor for tomorrow with Mr. Atherton in attendance. Brent Buehler asked if there is a contract price on this project and Mr. Atherton advised there is a not-to-exceed price of around \$50,000 for the new revision. Mr. Atherton will send Mr. Buehler the contract information on the project.

4. Public Comment and Participation

Bill Moore read the following letter for the record:

*"After the Brandon Independence Day Celebration Committee was forced to cancel the 2020 celebration due to COVID-19 concerns, the committee voted to support the Brandon Area Chamber of Commerce/Downtown Brandon Alliance's "Celebrate Brandon" event by rescheduling the fireworks portion for Friday, September 25th. We made the decision to move the firing location to a place where the greatest number of people could enjoy the display, downtown Brandon. Necessity being the mother of invention led us to a central location that allowed for folks within a mile of the immediate downtown to see the fireworks from their home and our parks in socially distant small groups. A huge thank you goes out to: **Chief Tom Kilpeck and the Brandon Fire Department** for providing extra safety precautions around the new location before, during and after the beautiful display. **The Brandon Area Rescue Squad** posted up with the fire department to provide an extra layer of protection. **Our Brandon Police Department** were on foot patrol and were engaged in some community outreach and protection*

as well. Tom and the entire crew from NorthStar Fireworks created an amazing display that was talked about all weekend long.

Finally, the folks at Park Village have shouldered the load for decades, serving the town by hosting the fireworks during the BIDCC displays. We would like to thank the families who were directly impacted by the fireworks (sound) being in their backyards for the first time here in downtown Brandon. Brandon is truly a great community and the support, ingenuity and our neighborly spirit was on full display this weekend!

We will see you back in downtown Brandon with the return of all of our festivities to downtown Brandon in 2021. Planning is happening now and If you have any interest in serving as a volunteer on the committee or on the day of the celebration, please email me bmoore@townofbrandon.com

Cheers,

Bill Moore

2020 Chair of the Brandon Independence Day Celebration Committee”

Bernie Carr noted this past weekend was a great weekend in Brandon. He received lots of good comments, particularly about the fireworks and thanked Mr. Moore for his efforts and everyone who assisted with the weekend.

Tim Guiles advised the Green Fleet report that he was to provide to the Select Board will be postponed to the next meeting as Jackie was gathering information for him that required additional time.

Sue Gage reported all active voters were mailed ballots on September 25th and a number of people have returned them. The polling place will be the Brandon American Legion at 550 Franklin Street and will be indoors for those who wish to vote in person or to bring their ballots. There will be people outdoors as well if people want to drop off their absentee ballots. People can also return their ballots to the town office. For those who do not receive a ballot within the week, Ms. Gage suggested they contact the town office as there may be an incorrect address for those people.

Stephanie Jerome reported the legislative session ended on Friday and passed a \$7.17 billion budget. In addition, the State received \$1.25 billion in CARES Act funds with the State being one of the top three qualifiers for receiving the largest amount of money per capita in the country. There will be expanded hazard pay for front line workers with a long list of qualifiers who are people deemed essential workers. It will be recognition for the people who worked during the early days of the pandemic. The Restart Vermont Technical Assistance program for businesses will provide up to \$3,000 in grants to help businesses in a wide range of capacities. Ms. Jerome noted the completed census is an important item for the community. It is not certain if the data will be collected after September 30th and Ms. Jerome encouraged people to get the word out. The legislature will be going back in session in January. Butch Shaw stated the budget is a living working document and it keeps both representatives busy to keep up to date with it. There is \$3 million allotted to jump start the CUD with Goshen, Sudbury, Brandon, Hubbardton and Pittsford current members. Another important piece is the transportation budget that has

been funded above normal levels with the Type 2 and 3 highway grants fully funded. Many projects that are often under threat are funded with some of the COVID money. Another \$1 million was also allocated for the EV program and \$500,000 for the transit companies. Mr. Shaw also noted the census is very important and advised the Select Board has the right to appeal the count if they do not think they have the correct number. With regard to the train station, when Amtrak started from Rutland to Whitehall, through the efforts of Castleton, they provided prove that it would better serve people and they changed the stop from Fairhaven to Castleton. He thanked the Chamber for this past weekend's events. Dave Atherton asked if the Class 2 grants were the ones the Town applied for in the winter and spring and Mr. Shaw confirmed that they were. Mr. Atherton advised when he attended the whistle stop hearings, they were basing stops 15 miles apart, however, Ferrisburgh and Charlotte were not 15 miles apart. He noted Brandon is 16 miles apart from both Rutland and Middlebury. Bernie Carr stated the Union Street sidewalk will be completed from the train to the business district and suggested marketing efforts could be done on this item. Ms. Jerome also thanked the Chamber, Bill Moore and his staff and the downtown businesses for a phenomenal event this weekend. Chris Brickell thanked the efforts of Representatives Jerome and Shaw as this legislative session was crazy and they are really connected with the Town. Brent Buehler noted Red Clover also did a fabulous, well-organized job. Mr. Buehler asked if ballots can be put in the box outside the town office. Sue Gage advised they can be placed in the drop box outside the town office, brought into the town office or dropped off at Neshobe School. Mr. Buehler questioned if the aquifer is being monitored or if there is protocol with the changes in weather trends as he had been advised by someone that lives in Forestdale that their well has been dry. Seth Hopkins stated the Town is provided water from the Brandon Fire District and have been told it is well-protected and there is a more than adequate supply. Mr. Hopkins was not aware that there have been any conservation methods from the Brandon Fire District. Dave Atherton was not aware of any issues with Brandon Fire District 2 and noted this could be someone with their own well that is experiencing a problem. Mr. Hopkins noted it is always wise to be conservative with our natural resources and the aquifer does recharge itself, but there are some people that do not get their water from the Fire District.

5. Consider 2020 VTrans Bicycle & Pedestrian Grant Support

Dave Atherton advised this grant would continue the sidewalk on both sides of Union Street and is the logical next step to continuing it down to the railroad tracks where the other new sidewalk is. The RRPC thinks it is a good project and a letter of support was requested to be included with the application. Mr. Hopkins thanked the Town Manager for the work he has put into this grant application.

Motion by Doug Bailey/Tim Guiles to adopt the letter of support for submission with the 2020 VTrans Bicycle & Pedestrian grant. **The motion passed unanimously.**

7. Fiscal

- a) *Warrant – September 28, 2020 - \$231,031.88*
- b) *Route 7 Construction Warrant – September 28, 2020 - \$183,521.56*

Motion by Doug Bailey/Brian Coolidge to approve the September 28th warrant in the amount of \$231,031.88. **The motion passed unanimously.**

Doug Bailey questioned the two Robert Black invoices that were identical amounts. Dave Atherton advised it was one invoice for signage development that was split between the DBA and Economic Development. The new signs are "You Are Here" signs that are intended to direct people to where things are happening. Mr. Bailey questioned the invoice from BSN Sports for soccer balls. Bill Moore advised that due to COVID-19, each participant in the program has to have their own soccer ball. Seth Hopkins stated the signs can be helpful for building community in terms of identifying areas and helping people to speak a common language. Tim Guiles reported he has been working with Mr. Black on the Green Ways project that will encourage people to walk more. There is the possibility of getting a trail from downtown to Forestdale.

Motion by Brian Coolidge/Tim Guiles to approve the September 28th Route 7 Construction warrant in the amount of \$183,521.56. **The motion passed unanimously.**

The Select Board recessed at 7:57PM.

The Select Board reconvened at 8:00 PM.

Bernie Carr reported the Brandon Harvestfest will be held this Sunday from 1PM to 4PM at Estabrook Park. Brent Buehler advised they are trying to defund the food and beverage service on Amtrak and suggested people can go to change.org to encourage continuing this service. Bill Moore advised there will be a campaign forum held at the Brandon Library on Wednesday October 14th. Bernie Carr thanked the library and Mr. Moore for taking over this event.

Motion by Doug Bailey/Tim Guiles to enter into executive session at 8:01PM to discuss the appointment or employment or evaluation of a public officer or employee under the provisions of 1 V.S.A. 313(a)(3) to include the Town Manager. **The motion passed unanimously.**

7. Executive Session

Motion by Brian Coolidge/Doug Bailey to come out of executive session at 8:48PM. **The motion passed unanimously.**

There was no action required.

8. Adjournment

Motion by Brian Coolidge/Doug Bailey to adjourn the Select Board meeting at 8:49PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant
Recording Secretary

Town Manager Report for weeks of September 28th and October 5th, 2020

Segment Six:

The steel beams have arrived on site and we are waiting for the bearing pads to be delivered. Once the bearings are here the steel beams will be installed.

Park Street:

Paving started on October 9th. Paving will continue for most of the week.

Other Happenings:

Attended the annual VLCT/PACIF/VERB meeting via zoom September 30th.

The new structure at the Highway Department has been installed. We will now be able to keep all of the equipment under cover.

The Town Hall sidewalk roof is almost completed. We decided to use drain stone on the perimeter of the sidewalk instead of pipe. We also added some privacy panels on the west side. We also addressed some voids mortar joints on the portico floor and around the columns that was allowing water to infiltrate which was causing some shifting in the stone floor tiles.

We have had McCullough Tree Services in Town clearing trees around the wastewater treatment plant and the pump stations. The trees are overgrown and have damaged parts of the perimeter fence around the plant and at the Champlain Street pump station.

Rec Dept. News:

- The Brandon Rec will be starting their 3 week kids cornhole and kickball leagues on Friday, October 16th. Estabrook will host cornhole and Neshobe School will host kick-ball. Sign-up on line brandonvt.myrec.com
- On Wednesday October 14th, the Chamber and Economic Development of the Rutland Region, a new organization that features the merger of the Rutland Regional Chamber of Commerce and Rutland Economic Development Corporation, will be hosting their annual meeting at the Jack McKernon Drive-in at Estabrook Park. The \$25 per car entrance fee will go directly to food coupons to be used with the food vendor of the evening, Otter Valley Union High School's Walking Stick Theatre. There will be a Rutland County movie debuted which features folks from all around the county, including some from Brandon! The food alone is worth the price of admission!
- The Partnership with the Paramount Theater continues through the month of October with Saturday showings on the big screen. Gates open at 7:00, movie starts at 7:30. Beetlejuice on October 10, Ghostbusters (1984) on October 17, Hocus Pocus on October 24, Halloweentown on October 31. Tickets available online: paramountvt.org
- We have secured an arrangement with the Neshobe Golf Course to host the town skating rink on one of their lots. They will open their lodge on occasion for hot chocolate sales. We are looking for volunteers to help maintain the rink. Contact Bill Moore with any questions!
- Working with Assistant Rec Director Colleen Wright we are developing our winter schedule at the town hall in a COVID safe manner. Table Tennis will be starting on Thursday, October 15th. 7:00 pm. Pre-registration and masks are required to participate!

Other items will be covered in the agenda.

David Atherton

From: Wayne Rausenberger <wrausenberger@gmail.com>
Sent: Tuesday, September 8, 2020 1:18 PM
To: Seth Michael Hopkins; David Atherton
Subject: Re: BLSG Board Appointment

Sorry my hand slipped should read "October 26th Select Board Meeting"
Kathy

On Tue, Sep 8, 2020 at 1:09 PM Wayne Rausenberger <wrausenberger@gmail.com> wrote:
I have considered being reappointed to the Board but not until October. Atm the 26th Select Board Meeting, you can reappoint me if you so desire. Keep it under wraps until the meeting on the 26th.

Wayne Rausenberger

David Atherton

From: Richard Baker <arabaker4@gmail.com>
Sent: Monday, September 28, 2020 2:27 PM
To: David Atherton
Subject: BLSG REPRESENTATIVE

Hi David:

I am willing to be appointed as a Brandon representative to the BLSG Board. I've attended 3 recent meetings, and there's work to be done.

Thanks

Richard



Salt, Road Safety
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

RECEIVED
 OCT - 5 2020
 TOWN OF BRANDON

Tuesday, September 29, 2020

Billing Information		Shipping Information		*Contact Information	
Account Number	1500022900	2500019146	Attn:	VALUED CUSTOMER	
Name	BRANDON TOWN CENTER ST	BRANDON TOWN OF DIST3	Title		
Address 1	49 CENTER ST	CHAMPLAIN ST	Phone		
P O Box			Fax		
City State Zip	BRANDON, VT 05733-1193	BRANDON, VT 05733	Mobile		
County	RUTLAND		e-mail		
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.					

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2020/2021 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$68.5	1000	RUTLAND US CDT
<i>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</i>			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 29, 2020 through April 30, 2021. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2020, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
---------------	--------	--------------	-----

Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope Senior Sales Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone	Fax	e-mail:	

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

- | | |
|---|---|
| <p>1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. TITLE/RISK OF LOSS. Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. PAYMENT AND CREDIT TERMS. Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p> | <p>7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p> |
|---|---|

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

10/08/20
12:30 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63394 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/12/20 To 10/12/20

Page 1 of 4
Jacolyn

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
100961	09/28/20	snaked line (Renfrew) 010458	20-5-55-20240 Contractors	250.00	48910	10/12/20
310184	10/05/20	box trailer rental 14747	10-5-18-20500 Storage Unit Supply/Maint	150.00	48911	10/12/20
310707	09/24/20	testing supplies 27636	20-5-55-30120 Professional Supplies	235.00	48912	10/12/20
310707	10/01/20	pH testing 27746	20-5-55-30120 Professional Supplies	128.00	48912	10/12/20
200263	09/30/20	WWTF Refurb 79429	20-5-60-20120 Engineering	1328.00	48913	10/12/20
200263	09/30/20	Sewer Mapping Phase 1 79440	20-5-60-20150 Sewer Mapping	2365.25	48914	10/12/20
200263	10/02/20	Park St -Step III 79449	56-5-16-20100 Park St -Step 3 Engineer	19772.71	48915	10/12/20
100015	10/06/20	chlorine 11152013901	20-5-55-50120 Sodium Hypochorite	514.80	48916	10/12/20
310590	10/02/20	windows 9-29-2020 2511	10-5-22-43100 Town Office	25.00	48917	10/12/20
311028	10/02/20	hall rental for polls OCT 2020	10-5-13-20010 Elections	400.00	48918	10/12/20
100275	10/02/20	appropriation OCT 2020	10-5-25-70470 Brandon Library	7666.67	48919	10/12/20
100280	09/03/20	safety glasses 850968/3	10-5-22-43120 Municipal Mowing-maint	12.95	48920	10/12/20
100280	09/11/20	gloves 852092/3	10-5-22-43120 Municipal Mowing-maint	15.99	48920	10/12/20
100280	09/23/20	drill powered pump 853935/3	10-5-22-43080 Highway Bldg Maint	13.99	48920	10/12/20
100280	09/23/20	connector, coupling, wire 853941/3	10-5-22-43080 Highway Bldg Maint	7.56	48920	10/12/20
100280	09/23/20	garden hose adapter 854011/3	10-5-22-43080 Highway Bldg Maint	6.59	48920	10/12/20
100280	09/25/20	concrete, ground contact 854263/3	10-5-22-43160 Parks Maint.	84.45	48920	10/12/20
100280	09/25/20	ground contact 854311/3	10-5-22-43160 Parks Maint.	27.80	48920	10/12/20
100280	10/06/20	fasteners 855951/3	20-5-55-43160 Maint. Supplies - General	27.32	48920	10/12/20
100280	10/07/20	markers, keys 856133/3	10-5-18-43130 Estabrook	17.05	48920	10/12/20
100310	10/02/20	appropriation OCT 2020	10-5-25-70480 Senior Citizen Center	1125.00	48921	10/12/20
300604	10/01/20	sand BRANSEPT2020	10-5-15-47120 Winter Sand	507.78	48922	10/12/20
301503	09/30/20	diesel fuel 397587	10-5-15-41130 Fuel - Vehicles HW	485.49	48923	10/12/20
301503	09/25/20	service call 69816	10-5-22-43090 PD Bldg Maint.	85.00	48924	10/12/20
300799	09/22/20	sensor, cable 1726	20-5-55-51230 Outside Equip. - Pump St.	725.00	48925	10/12/20

10/08/20
12:30 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63394 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/12/20 To 10/12/20

Page 2 of 4
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310946	09/28/20	CINTAS uniforms 4062815866	10-5-15-10320 Clothing Allowance	67.69	48926	10/12/20
310946	09/28/20	CINTAS uniforms 4062815866	20-5-55-10320 Clothing Allowance	17.85	48926	10/12/20
310946	10/05/20	CINTAS uniforms 4063474935	20-5-55-10320 Clothing Allowance	17.85	48926	10/12/20
310946	10/05/20	CINTAS uniforms 4063474935	10-5-15-10320 Clothing Allowance	57.44	48926	10/12/20
100346	09/14/20	CLARK'S TRUCK CENTER diesel exhaust fluid 437586	10-5-15-41130 Fuel - Vehicles HW	141.35	48927	10/12/20
310097	09/27/20	COMCAST service: 10/04 - 11/03 FD 09/27/20	10-5-14-42100 PD Telephone Service	315.51	48928	10/12/20
310097	09/27/20	COMCAST service: 10/04 - 11/03 TO 09/27/20	10-5-10-42100 Telephone Exp. Admin.	606.34	48929	10/12/20
310097	09/21/20	COMCAST service: 09/28 - 10/27 WW 09/21/20	20-5-55-42100 Wastewater Telephone	190.68	48930	10/12/20
310177	10/02/20	COTT SYSTEMS, INC. oct host fee 136264	10-5-13-30123 Records Preservation	250.00	48931	10/12/20
330426	09/25/20	CVC PAGING WW pager-3 mo. 9-25-20	20-5-55-42100 Wastewater Telephone	35.85	48932	10/12/20
310733	10/01/20	DENTON & SON Sept rubbish removal SEPT2020	20-5-55-50160 Sludge Disposal	380.00	48933	10/12/20
300466	09/29/20	DUNDON PLUMBING & HEATING portable toilet fee 58212	10-5-18-40000 Youth Soccer	115.00	48934	10/12/20
310194	09/03/20	ECONO SIGNS LLC signs 10-962686	10-5-15-45120 Signs & Posts	3555.32	48935	10/12/20
100494	09/25/20	ENDYNE INC testing 346745	20-5-55-22120 Testing	25.00	48936	10/12/20
300187	09/30/20	FLORENCE CRUSHED STONE sand 229088	10-5-15-47120 Winter Sand	4755.80	48937	10/12/20
310426	09/28/20	FYLES BROS., INC. propane @ Police Dept 28624	10-5-22-42100 Heating - Propane	190.45	48938	10/12/20
300974	10/05/20	GRAPH-X INCORPORATED shirts, masks 4356	10-5-18-40000 Youth Soccer	1908.00	48939	10/12/20
100725	08/31/20	GREEN MOUNTAIN GARAGE oil 156426	10-5-15-41160 HW Maint. Supplies-Vehicl	32.94	48940	10/12/20
100725	09/14/20	GREEN MOUNTAIN GARAGE screws 157069	10-5-15-41160 HW Maint. Supplies-Vehicl	3.17	48940	10/12/20
100725	09/22/20	GREEN MOUNTAIN GARAGE degreaser, cable ties 157465	10-5-15-41160 HW Maint. Supplies-Vehicl	11.57	48940	10/12/20
100725	09/23/20	GREEN MOUNTAIN GARAGE belt, fittings, hose 157490	10-5-15-41160 HW Maint. Supplies-Vehicl	136.82	48940	10/12/20
100725	09/23/20	GREEN MOUNTAIN GARAGE hose, hose clamp 157522	10-5-15-41160 HW Maint. Supplies-Vehicl	8.58	48940	10/12/20
100725	09/30/20	GREEN MOUNTAIN GARAGE screws 157821	10-5-15-41160 HW Maint. Supplies-Vehicl	2.18	48940	10/12/20
100725	09/30/20	GREEN MOUNTAIN GARAGE pliers, socket set 157835	10-5-22-43120 Municipal Mowing-maint	34.99	48940	10/12/20
100725	09/30/20	GREEN MOUNTAIN GARAGE pliers, socket set 157835	10-5-15-41160 HW Maint. Supplies-Vehicl	6.52	48940	10/12/20

10/08/20
12:30 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63394 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/12/20 To 10/12/20

Page 3 of 4
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100725	09/30/20	antifreeze 157841	10-5-15-41160 HW Maint. Supplies-Vehicl	29.97	48940	10/12/20
100725	10/02/20	filters/truck lights/loom 157957	10-5-15-41160 HW Maint. Supplies-Vehicl	252.54	48940	10/12/20
301069	09/25/20	new building @ HWY 09/25/20	10-5-22-97010 Capital - Rollover Funds	28801.00	48941	10/12/20
301068	09/28/20	barricade silane euclid 50014087685	10-5-15-90300 Sidewalks	14460.00	48942	10/12/20
100792	09/23/20	parts for fuel tank X008587	10-5-22-43080 Highway Bldg Maint	14.30	48943	10/12/20
301060	10/01/20	sand 8599	10-5-15-47120 Winter Sand	1029.12	48944	10/12/20
100679	09/23/20	masonry repair mortar 269004	10-5-22-43080 Highway Bldg Maint	112.76	48945	10/12/20
310999	09/30/20	reimb for pants 09/30/20	10-5-15-10320 Clothing Allowance	147.96	48946	10/12/20
100588	09/21/20	Park St App # 11 PARK APP 11	56-5-16-20240 Park St Construction	81468.85	48906	10/08/20
100588	10/05/20	Park St App #12 PARK APP 12	56-5-16-20240 Park St Construction	54234.24	48907	10/08/20
100588	09/29/20	3/4 minus, 1-1/2 minus V-22520	10-5-15-46140 Gravel	714.00	48947	10/12/20
310062	10/06/20	tree removal 10/06/20	20-5-55-42150 Outside Maint. - Bldgs	20000.00	48948	10/12/20
310847	09/24/20	gate/Newton Pump Station 11449	20-5-55-42150 Outside Maint. - Bldgs	2520.55	48949	10/12/20
310795	09/24/20	serv contract: printers INV386547	10-5-10-30130 Service Contracts	32.23	48950	10/12/20
310795	09/24/20	serv contract: copiers INV386548	10-5-10-30130 Service Contracts	80.00	48950	10/12/20
310530	09/29/20	drive in movie electrical 1475	10-5-18-43130 Estabrook	2583.00	48951	10/12/20
310701	09/30/20	motor plate 74811	20-5-55-43160 Maint. Supplies - General	92.11	48952	10/12/20
100274	10/02/20	postage/reapp & elect OCT 2020	47-5-10-30132 Postage	28.80	48953	10/12/20
100274	10/02/20	postage/reapp & elect OCT 2020	10-5-13-20010 Elections	42.75	48953	10/12/20
100478	09/24/20	service call 672069	10-5-22-43090 PD Bldg Maint.	128.50	48954	10/12/20
300375	09/24/20	August sludge processing 27640SLUDG	20-5-55-50160 Sludge Disposal	5100.00	48955	10/12/20
301003	09/28/20	fan, hose, couplers P24841	10-5-15-41160 HW Maint. Supplies-Vehicl	371.72	48956	10/12/20
310582	10/02/20	shredding 9/21/20 344516	10-5-13-30110 Office Supplies	32.00	48957	10/12/20
310373	09/25/20	disinfectant 1631165128	10-5-22-43150 Town Hall Repair/Maint.	940.00	48958	10/12/20
310921	09/28/20	consulting fee 1072	10-5-10-30130 Service Contracts	360.00	48959	10/12/20

10/08/20
12:30 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63394 Current Prior Next FY Invoices
All Invoices For Check Acct 01(10 General Fund) 10/12/20 To 10/12/20

Page 4 of 4
Jacolyn

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
310921	10/02/20	STEARNS SERVICES LLC Process Q3 reports 1074	10-5-10-30130 Service Contracts	135.00	48959	10/12/20
100571	09/04/20	TAYLOR RENTAL SALES & SER ditching tool rental 01-238726-02	10-5-18-43130 Estabrook	350.42	48960	10/12/20
100729	10/02/20	TREASURY OPERATIONS DIVIS marriages July-Sept OCT 2020	10-2-00-02113 Marriage Lic. Fees to Sta	450.00	48961	10/12/20
100682	09/24/20	USA BLUE BOOK pump panel - CC pump stat 369409	20-5-55-51230 Outside Equip. - Pump St.	2007.74	48962	10/12/20
330348	09/22/20	VERIZON WIRELESS service: Aug 23 - Sep 22 9863394486	10-5-14-20233 MDT/Aircards	240.06	48963	10/12/20
310570	10/04/20	WHOLESALE DISTRIBUTORS blades, hardware B19649	10-5-15-41160 HW Maint. Supplies-Vehicl	2303.00	48964	10/12/20
310570	10/04/20	WHOLESALE DISTRIBUTORS edges, hardware B19657	10-5-15-41160 HW Maint. Supplies-Vehicl	742.00	48964	10/12/20
330427	09/15/20	WINNING IMAGE GRAPHIX smoke testing signs 17125	20-5-55-41110 New Equipment-Misc Tools	250.00	48965	10/12/20
330427	09/25/20	WINNING IMAGE GRAPHIX hats, vests 17167	10-5-18-50090 Adult Activities	135.50	48965	10/12/20
330427	09/23/20	WINNING IMAGE GRAPHIX truck door decals 17178	10-5-15-41160 HW Maint. Supplies-Vehicl	125.00	48965	10/12/20
Report Total				269159.42	=====	

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 \$ ***269,159.42
Let this be your order for the payments of these amounts.

10/08/20
12:30 pm

TOWN OF BRANDON Accounts Payable
Check Warrant Report # 63393 Current Prior Next FY Invoices
All Invoices For Check Acct 99(10 General Fund) 10/12/20 To 10/12/20

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
100456	09/25/20	S6 CI progress rpt # 83 920189	46-5-50-61200 RT 7 C.I. - Construction	16450.63	48908	10/12/20
310760	10/07/20	Seg 6 Roadway Design 225670	46-5-50-61100 RT 7 Engineering-Construc	6544.69	48909	10/12/20
Report Total				22995.32	=====	

Selectboard

To the Treasurer of TOWN OF BRANDON, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****22,995.32
Let this be your order for the payments of these amounts.

Segment 6
