

**Brandon Select Board Meeting**  
**August 8, 2022**  
**7:00 p.m.**

The Brandon Select Board will meet Monday, August 8, 2022 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 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.

Interested parties may also attend this meeting electronically:

- Video Conference via ZOOM: Meeting ID (253 279 4161)
- Conference call: Dial (929) 205 6099

- 1) Call to Order
  - a) Agenda Adoption
- 2) Approval of Minutes
  - a) Select Board Minutes – July 25, 2022
- 3) Town Manager's Report
- 4) Public Comment and Participation
- 5) Consider Bond Anticipation Note Approval to Increase Loan from 1,000,000 to 3,780,000 per USDA Requirements
- 6) Consider Letter of Authorization for WWTF Upgrade Invoice Payments
- 7) Fiscal
  - a) Warrant FY 2022/2023 – August 8, 2022 - \$198,425.13
- 8) Executive Session 1 VSA § 313 (a) (1)

First motion: I move to find that premature general public knowledge of the proposed modification of the ratified collective bargaining agreement with New England Police Benevolent Association Local 422 would place the Town, the selectboard, or a person involved at a substantial disadvantage.

Second motion: I move that the selectboard enter executive session to consider a side letter to the police union contract under the provisions of 1 VSA § 313 (a) (1).

- 9) Adjournment

## **Brandon Select Board Meeting July 25, 2022**

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

**Board Members In Attendance:** Seth Hopkins, Brian Coolidge, Tim Guiles, Tracy Wyman, Mike Markowski

**Others in Attendance:** Dave Atherton, Abigail Spiegelman, Auggie Norris, Molly Kennedy, Stephanie Jerome, Bernie Carr, Dave Roberts, Mat Clouser, Tom Kilpeck, Sandy Mayo

**Other In Attendance Via Zoom:** Bruce Jensen, Marielle Blais, Adam Murach, Sherry Vaccarella

### **1. Call to order**

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

#### ***a) Agenda Adoption***

**Motion** by Tracy Wyman/Mike Markowski to adopt the agenda as posted. **The motion passed unanimously.**

### **2. Approval of Minutes**

#### ***a) Select Board Meeting Minutes – July 11, 2022***

**Motion** by Brian Coolidge/Tracy Wyman to approve the July 11<sup>th</sup> Select Board meeting minutes as submitted. **The motion passed with one abstention – Mike Markowski.**

### **3. Town Manager's Report**

Dave Atherton provided the following report:

The pre-bid meeting for the 389 Newton Road demolition was held on July 19<sup>th</sup>. Five contractors attended and Mr. Atherton is already receiving bids. The bids will be opened on July 28<sup>th</sup>.

Work is continuing on the Local Hazard Mitigation Plan with the RRPC. It is planned to present the Hazard Identification & Vulnerability Assessment at the August 8<sup>th</sup> Select Board meeting.

Mr. Atherton had a zoom meeting with the Library and their engineer to discuss the next steps in their application for another Community Development Grant for ADA accessibility

in the library expansion. The Town will continue to act as the pass-through and grant manager for the new grant.

The final plans and supporting documents for the Union Street sidewalk project have been submitted to VTrans for review.

The Highway Department has been very busy around Town with many projects. Here are a few of their recent projects:

- Installation of a new drainage culvert to divert stormwater on River Street that has been an area of concern for some time. It was reviewed today after the rain and it appears to be doing its job.
- Installation of reflective strips on the crosswalk signs so vehicles can see them more clearly.
- Replaced many of the outdated road signs, specifically the Route 7 and Route 73 guide signs and arrows.
- Road grading and ditch mowing has been non-stop this summer.

**Rec. News:**

The Brandon Carnival starts Thursday with some of the events to be wrestling Thursday night, "One for the Road" cover band Friday night, a trivia contest on Saturday and a petting zoo from a local farm on Sunday. The hours will be 5PM to 10PM on Thursday and Friday, Noon to 10PM on Saturday and Noon to 5PM on Sunday.

**4. Public Comments and Participation**

Tim Guiles noted the Energy Committee recently had a discussion about the Town's groundskeeping equipment and noted it would be helpful to have an inventory of both the electric and gas-powered equipment owned by the Town. Dave Atherton noted the Town has an electric weedwhacker and push mower and a gas-powered Z-turn mower. Mr. Guiles questioned when he will receive the last of the data for the Green Fleet report. Mr. Atherton noted the Town's staff is very busy with year-end work and will get the information to him as soon as possible.

Tim Guiles asked about the availability of a heating grant. Stephanie Jerome advised that it is not available at this point. Dave Atherton has had a discussion with Dennis Marden about the possibility of installing heat pumps at the Town Hall and the Town will be obtaining quotes for this project. Mr. Atherton noted the grant could probably be used for this project. Mr. Guiles also noted in the information received from the VLCT that there are new equity resources and VLCT is looking to find fifteen towns for a data collection exercise. The application deadline for this exercise is the end of August. Mr. Atherton has talked with Sue Gage about this subject. Mr. Guiles noted he would like to be involved as a member of the Town for this exercise.

Sherry Vaccarella stated there is an area near the Congregational Church that collects water and asked if there is consideration in making a change as it holds water for days. Dave Atherton

reported engineers have looked at this area and there is a design flaw. Casella tried to fix it. The Town is aware of this issue and it is hoped to get it fixed before winter.

Dave Roberts thanked Mr. Atherton for helping to champion the grant for the Brandon Library and asked if there is any update on the Park Street parking. Mr. Atherton advised there has not been any action to date, but it is planned to do some pavement markings.

Molly Kennedy reported the Brandon Library is having a challenge with threats against a staff member. Ms. Kennedy has spent a month dealing with the mental health agencies in an effort to see how the individual can be better supported. Ms. Kennedy provided a copy of the incident report to the Select Board. She noted there is a member of the community that is supposed to be supported by Rutland Mental Health, but the person is not being cared for. Ms. Kennedy asked the Select Board's assistance in reaching out to Monica White at the State level and the CEO of Rutland Mental, Dick Courcelle. The State's Attorney attended a recent meeting and the Police Chief has been assisting in this effort. The library is looking into purchasing a camera system. Ms. Kennedy noted she has not been able to do library work for 25 days and she hopes the Select Board could put some pressure on these agencies so that this person can live in the community safely. It was noted the individual has been charged with assault in the past. Stephanie Jerome spoke to Ian Sullivan, acting State's Attorney who is aware of the situation. Her role is to bring this issue to the attention of the Department of Aging and Independent Living to assure they are aware of this situation. Ms. Kennedy thinks it would be helpful for the Select Board to write two letters; one to the State and one to Rutland Mental Health to afford some accountability. It is hoped the Library will not have to close due to this situation. Stephanie Jerome asked the Select Board copy her on the correspondence that they send to the agencies.

Tim Guiles proposed a working group to create the two letters and find a way to be supportive of this issue. Dave Atherton stated there has been a lot of work with this individual from the Police Department over the years and it is a concerning matter.

Dave Roberts noted this person is 6'3" and 350 pounds and is very mean. He has assaulted four officers in Rutland and staff at the emergency room at the Rutland Hospital. He sexually assaulted a care giver and was arrested and released in the care of Rutland Mental Health. He has been deemed incompetent to stand trial and has threatened to rape someone at the Library. The person lives 450 feet from the Library and is currently living alone and unsupervised. It is an impossible situation for the Library to maintain its services as they are down to two staff members. There has been an effort to hire a private security guard, but it is cost prohibitive at \$67/hour. The Rutland and Addison Sheriff Departments have also been contacted but there is no one available. Legal counsel has been obtained. Mr. Roberts noted this person did not choose to be disabled and it is the responsibility of Rutland Mental Health to take care of this person, but the system is not set up to handle a large person that is mean. The Police Department has been to his apartment 90 times since 2013, that requires both the police and ambulance service to answer the calls. This is an unsustainable situation for the Library and the Town and has disrupted the Library community for the last 21 days.

It was the consensus of the Board to have a working group of two Select Board members to draft a letter in hopes that this will raise the awareness to a level that will get a response to resolve this issue.

Seth Hopkins has been asked to send a congratulatory letter to Will Kasso Condry as the recipient of The Vermont Prize. Mr. Atherton advised that Mr. Condry received the award for the murals he has created. Stephanie Jerome noted this prize is an initiative created by a group of art organizations and it is a great accomplishment for Mr. Condry. Ms. Jerome stated it would be good for the Select Board to acknowledge accomplishments of community members.

**Motion** by Tracy Wyman/Tim Guiles to approve the Board Chair crafting a letter of congratulations on behalf of the Select Board to Will Kasso Condry for being awarded The Vermont Prize. **The motion passed unanimously.**

Stephanie Jerome noted the primary is scheduled for August 9<sup>th</sup> and there are some very important races. Ms. Jerome encouraged everyone to vote either by absentee ballot or in-person. Ms. Jerome advised she will be running for reelection.

Sandy Mayo noted she received a response from the Select Board from a letter that she had written to them. She would like to get more information from the Secretary of State on this subject to see if there is a pathway to have more discussion to obtain an amicable solution. Seth Hopkins encouraged Ms. Mayo to pursue this option and thanked Ms. Mayo for bringing it to the Select Board's attention. The Board understands her concern about the offensive sign. Ms. Mayo will report back to the Board the response she receives from the Secretary of State.

## **5. Health Officer Appointment**

Seth Hopkins noted there has been a letter of interest received from Abigail Spiegelman to serve as Brandon's Health Officer. Mr. Hopkins thanked Tom Kilpeck for the time that he has given to this position. Dave Atherton stated this position was posted on Front Porch Forum, but no other letters of interest were received. Mr. Atherton advised that Ms. Spiegelman is an Emergency Preparedness Specialist for the State and recently moved to Brandon. She has been assisting Mr. Atherton with the Local Hazard Mitigation plan and has a lot to offer with updating the Local Emergency Management plan. Mr. Atherton felt this appointment is a great fit with her expertise in that field. It was noted the State appoints this position for a term of three years. Ms. Spiegelman noted she is excited to be the Town Health Officer and to become more involved with the community. Mr. Hopkins stated this is an important job and it is important to have someone who has experience.

**Motion** by Tim Guiles/Mike Markowski to appoint Abigail Spiegelman as Brandon's Health Officer according to the State's statutory term. **The motion passed unanimously.**

## **5. Fiscal**

- a) Warrant FY 2021/2022 – July 24, 2022 - \$45,108.15***
- b) Warrant FY 2022/2023 – July 25, 2022 - \$164,144.51***

**Motion** by Tracy Wyman/Mike Markowski to approve the 2021/2022 warrant in the amount of \$45,108.15 and the 2022/2023 warrant in the amount of \$164,144.51. **The motion passed unanimously.**

Tim Guiles questioned if the dog cage warrant was funded by the money raised for the program. Dave Atherton confirmed that it was. Mr. Guiles questioned the warrant for tree work. Mr. Atherton advised some of the trees from the Route 7 project were under warranty and some were not. The trees relating to the Route 7 project are now the responsibility of the Town and are no longer under warranty.

Seth Hopkins noted Brandon's Wednesday concert this week will be Deb Brisson and the Hayburners.

Bernie Carr noted the Town-wide Yard Sale will be August 6<sup>th</sup> and sign up can be done through this week at Carr's or through the Chamber.

Dave Atherton stated there are signs throughout the parks that indicate the individuals who have volunteered to maintain the flowers in the parks. Stephanie Jerome advised Robin Kent, Cindy Thomas and Ed Thomas created the signs, and Sarah Patis has coordinated the care of the flowers throughout the Town. Mr. Atherton has received several compliments about the Town.

The Select Board recessed at 7:36PM.

The Select Board reconvened at 7:44PM.

**Motion** by Tracy Wyman/Mike Markowski to enter into executive session at 7:44PM for the appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313(3)(a)(3) to include the Town Manager. **The motion passed unanimously.**

## **6. Executive Session**

The Board came out of executive session at 8:14PM.

**Motion** by Seth Hopkins/Mike Markowski to set \$25.00 as the Police Department floor wage. **The motion passed – 3 yes to 2 no.**

**Motion** by Mike Markowski/Tracy Wyman to enter into executive session at 8:15PM for the appointment or employment or evaluation of a public officer or employee per 1 V.S.A. 313(3)(a)(3). **The motion passed unanimously.**

## **7. Executive Session**

The Board came out of executive session at 8:23PM.

**Motion** by Mike Markowski/Brian Coolidge to accept the contracted agreement with the Town Manager. **The motion passed unanimously.**

## **11. Adjournment**

**Motion** by Brian Coolidge/Tracy Wyman to adjourn the Select Board meeting at 8:24PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

## **Town Manager Report for August 8, 2022**

- The Local Hazard Mitigation Team has met on August 2<sup>nd</sup> and August 4<sup>th</sup> to continue work on the new Hazard Mitigation Plan. We decided to wait until the August 22<sup>nd</sup> Select Board meeting for our presentation to the SB.
- The pre-construction meeting for the Wastewater Treatment Plant upgrades was held on August 2<sup>nd</sup>. The contractor has started ordering materials and supplies in anticipation of a September 20<sup>th</sup> start date.
- Held a bid opening for the 389 Newton Road demolition on July 28<sup>th</sup>. The project was awarded to Above the Best, LLC in the amount of \$8,945.00 (this is not a typo). The demo will be scheduled once we receive the asbestos survey report.
- The three FRCF funded Newton Road property buyout are moving forward. We are in the process of scheduling a closing for 301 and 337 Newton Road. The 17 Burke Park property appraisal was completed and accepted by the owner.
- VLCT completed the rest of our property inspections on July 28<sup>th</sup>. They will be sending the results/recommendations soon.
- Attended the RRPC Hot Topic meeting on July 26<sup>th</sup>. Our new LHO Abigail Spiegelman was the presenter and the topic was planning for hot weather in our communities.
- Attended the July 28<sup>th</sup> Rutland Region Transportation Advisory Committee meeting. We had a VTrans presentation on Transportation Equity, which looks at the need for creating better transportation needs in areas that are currently not well connected due to income limits or voids in public transportation and pedestrian accessibility.

### **Rec Dept News:**

- A fantastic 4 day Carnival was enjoyed by the throngs of folks that made their way to Estabrook Park over the weekend ending July 31. Attendance was so go that our amusement company has already committed for the last week in July of 2023. A huge thanks to our sponsors, RRMC, OMYA, Carter Insurance Agency and Country Village Campground. Super volunteers include Patty Moore, Sue Danforth, Dallas & Jeff Ladd and Kas Singh. Special thank to the volunteer efforts of the Brandon Fire Department, providing a light truck to help create a safe parking area.
- Pre-season football and soccer camps registrations have opened. Middle school flag football starts August 22. More offerings including flag football for grades 1 – 6 and Youth Soccer for grades PK-6 will be opening soon as their seasons start after the first day of the new school year.
- The Brandon Town Hall is playing host to not 1 but 2 different martial arts classes. Sensei Wade Davis will lead folks through a summer and fall session of Aikido and David Belanger will be teaching Jiu-Jitsu.
- Mini Cheer camp for grades K-6 is firing up the week of August 8<sup>th</sup> with B-rec cheer commissioner, Sarah Whitney. This 4 day camp will prep these participants for a fall season!



# BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Town of Brandon  
49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

THIS BUSINESS LOAN AGREEMENT dated August 11, 2022, is made and executed between Town of Brandon ("Borrower") and Bar Harbor Bank and Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of August 11, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until June 30, 2023.

**LINE OF CREDIT.** The Indebtedness contemplates multiple loan advances.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Vermont. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 49 Center St, Brandon, VT 05733-1105. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

## BUSINESS LOAN AGREEMENT (Continued)

the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Additional Requirements.** Annual Town Report.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

## BUSINESS LOAN AGREEMENT (Continued)

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Compliance Certificates.** Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether

## BUSINESS LOAN AGREEMENT (Continued)

checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Vermont without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of

## BUSINESS LOAN AGREEMENT (Continued)

### Vermont.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means Town of Brandon and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical,

**BUSINESS LOAN AGREEMENT  
(Continued)**

Page 6

chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Bar Harbor Bank and Trust, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated August 11, 2022 and executed by Town of Brandon in the principal amount of \$2,780,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUST 11, 2022.**

**BORROWER:**

**TOWN OF BRANDON**

By: \_\_\_\_\_  
Susan Gage, Treasurer of Town of Brandon

By: \_\_\_\_\_  
David Atherton, Town Manager of Town of Brandon

By: \_\_\_\_\_  
Seth Hopkins, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tim Guiles, Board Member of Town of Brandon

By: \_\_\_\_\_  
Brian Coolidge, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tracy Wyman, Board Member of Town of Brandon

By: \_\_\_\_\_  
Michael Markowski, Board Member of Town of Brandon

**LENDER:**

**BAR HARBOR BANK AND TRUST**

By: \_\_\_\_\_  
Authorized Signer

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Town of Brandon  
49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

**Principal Amount:** \$2,780,000.00

**Interest Rate:** 4.340%

**Date of Note:** August 11, 2022

**PROMISE TO PAY.** Town of Brandon ("Borrower") promises to pay to Bar Harbor Bank and Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Seven Hundred Eighty Thousand & 00/100 Dollars (\$2,780,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.340% per annum. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on June 30, 2023. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 30, 2022, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Bar Harbor Bank and Trust, Loan Operations, PO Box 1089 Ellsworth, ME 04605.

**LATE CHARGE.** If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.



**PROMISSORY NOTE  
(Continued)**

Loan No: 33405934

Page 2

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Vermont without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Vermont.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

**COLLATERAL.** This loan is unsecured.

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**TOWN OF BRANDON**

By: \_\_\_\_\_  
Susan Gage, Treasurer of Town of Brandon

By: \_\_\_\_\_  
David Atherton, Town Manager of Town of Brandon

By: \_\_\_\_\_  
Seth Hopkins, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tim Guiles, Board Member of Town of Brandon

By: \_\_\_\_\_  
Brian Coolidge, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tracy Wyman, Board Member of Town of Brandon

By: \_\_\_\_\_  
Michael Markowski, Board Member of Town of Brandon



# COMMERCIAL PRE-CLOSING CHECKLIST (INTERNAL ONLY)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** Town of Brandon  
49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

Documentation Source: LaserPro \_\_\_\_\_ Attorney Prepared \_\_\_\_\_

Loan Approved by appropriate Lending Authority Yes \_\_\_\_\_

Do the following match on all legal documentation, commitment letter (if applicable), SBA authorization (if applicable)?

Borrower Name(s) Yes \_\_\_\_\_  
Guarantors(s) Yes \_\_\_\_\_ N/A \_\_\_\_\_  
Loan Amount(s) Yes \_\_\_\_\_  
Payment Schedule Yes \_\_\_\_\_  
Maturity Date Yes \_\_\_\_\_  
Prepayment Penalties Yes \_\_\_\_\_ N/A \_\_\_\_\_

Verify the following Rate Information:

Benchmark \_\_\_\_\_  
Margin \_\_\_\_\_ %  
Initial Rate \_\_\_\_\_ %  
  
Adjustment Period \_\_\_\_\_ N/A \_\_\_\_\_  
Adjustment Index \_\_\_\_\_  
Adjustment Margin \_\_\_\_\_ %

Verify the following Collateral Information:

Is collateral description accurate in appropriate loan documentation? Yes \_\_\_\_\_ N/A (only for unsecured) \_\_\_\_\_  
Is this loan cross collateralized with any other debt? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so what note(s) does the collateral apply to?: \_\_\_\_\_

Lender Signature: \_\_\_\_\_

# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
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**Borrower:** Town of Brandon  
49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

**LOAN TYPE.** This is a Fixed Rate (4.340%) Nondisclosable Draw Down Line of Credit Loan to a Government Entity for \$2,780,000.00 due on June 30, 2023.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Finance Purchase, Construction or Improvement of Seasonal or Second Home.
- ☒ Finance Income-Producing Business or Activity.

**SPECIFIC PURPOSE.** The specific purpose of this loan is: 12 - Working Capital.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$2,780,000.00 as follows:

Undisbursed Funds: \$2,780,000.00

Note Principal: \$2,780,000.00

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 11, 2022.

**BORROWER:**

**TOWN OF BRANDON**

By: Susan Gage, Treasurer of Town of Brandon

By: David Atherton, Town Manager of Town of Brandon

By: Seth Hopkins, Board Member of Town of Brandon

By: Tim Guiles, Board Member of Town of Brandon

By: Brian Coolidge, Board Member of Town of Brandon

By: Tracy Wyman, Board Member of Town of Brandon

By: Michael Markowski, Board Member of Town of Brandon

## NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Town of Brandon  
49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a Fixed Rate (4.340%) Nondisclosable Draw Down Line of Credit Loan to a Government Entity for \$2,780,000.00 due on June 30, 2023.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

### LOAN DOCUMENTS

- Business Loan Agreement
- Commercial Pre-Closing Checklist - Commercial Pre-Closing Checklist (Internal Only)
- CreditQuest Data Transfer Summary
- Promissory Note
- Disbursement Request and Authorization
- Notice of Final Agreement
- W-9 Request for Taxpayer ID Number and Certification: : Town of Brandon

**Parties.** The term "Parties" means Bar Harbor Bank and Trust and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** Town of Brandon

Each Party who signs below, other than Bar Harbor Bank and Trust, acknowledges, represents, and warrants to Bar Harbor Bank and Trust that it has received, read and understood this Notice of Final Agreement. This Notice is dated August 11, 2022.

**BORROWER:**

**TOWN OF BRANDON**

By: \_\_\_\_\_  
Susan Gage, Treasurer of Town of Brandon

By: \_\_\_\_\_  
Seth Hopkins, Board Member of Town of Brandon

By: \_\_\_\_\_  
Brian Coolidge, Board Member of Town of Brandon

By: \_\_\_\_\_  
Michael Markowski, Board Member of Town of Brandon

By: \_\_\_\_\_  
David Atherton, Town Manager of Town of Brandon

By: \_\_\_\_\_  
Tim Guiles, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tracy Wyman, Board Member of Town of Brandon

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: 33405934

Page 2

LENDER:

BAR HARBOR BANK AND TRUST

X \_\_\_\_\_  
Authorized Signer

## NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,780,000.00	08-11-2022	06-30-2023	33405934	8 / 1	TAA0202	0579	
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49 Center St  
Brandon, VT 05733-1105

**Lender:** Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733

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**BORROWER:**

**TOWN OF BRANDON**

By: \_\_\_\_\_  
Susan Gage, Treasurer of Town of Brandon

By: \_\_\_\_\_  
David Atherton, Town Manager of Town of Brandon

By: \_\_\_\_\_  
Seth Hopkins, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tim Guiles, Board Member of Town of Brandon

By: \_\_\_\_\_  
Brian Coolidge, Board Member of Town of Brandon

By: \_\_\_\_\_  
Tracy Wyman, Board Member of Town of Brandon

By: \_\_\_\_\_  
Michael Markowski, Board Member of Town of Brandon

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: 33405934

Page 2

LENDER:

BAR HARBOR BANK AND TRUST

X \_\_\_\_\_  
Authorized Signer

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print  
or  
type.

See  
Specific  
Instructions  
on  
page  
3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Town of Brandon**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**49 Center St**

6 City, state, and ZIP code

**Brandon, VT 05733-1105**

Requester's name and address (optional)

**Bar Harbor Bank and Trust  
Park Street Office  
2 Park Street  
PO Box 9  
Brandon, VT 05733**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN**, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see **What Name and Number To Give the Requester** for guidelines on whose number to enter.

Social security number

or

Employer identification number

**03-6000390**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding**, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting**, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See **Exempt payee code**, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see **Special rules for partnerships**, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See **Exemption from FATCA reporting code**, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note:** (TIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

If the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1— An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2— The United States or any of its agencies or instrumentalities
- 3— A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4— A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5— A corporation
- 6— A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7— A futures commission merchant registered with the Commodity Futures Trading Commission
- 8— A real estate investment trust
- 9— An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10— A common trust fund operated by a bank under section 584(a)
- 11— A financial institution
- 12— A middleman known in the investment community as a nominee or custodian
- 13— A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A— An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B— The United States or any of its agencies or instrumentalities

C— A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D— A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E— A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F— A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G— A real estate investment trust

H— A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I— A common trust fund as defined in section 584(a)

J— A bank as defined in section 581

K— A broker

L— A trust exempt from tax under section 664 or described in section 4947(a)(1)

M— A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See **What Name and Number To Give the Requester**, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see **Exempt payee code**, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984** and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983** and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see **Special rules for partnerships**, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## LETTER OF AUTHORIZATION

August 8, 2022

### Wastewater Treatment Facility Upgrade Invoice Payments

We the Selectboard for the Town of Brandon, authorize payment per 24 V.S.A 1236 (5), made prior to Selectboard approval for only the invoices and pay requisitions for the Wastewater Treatment Facility Upgrade. These invoices will be reviewed and signed off by the Engineers and the Town Manager, David Atherton. Invoices will be brought to the Selectboard meeting in a separate warrant.

We understand that the Town of Brandon is required to expedite payment per Federal Funds requirement. Requisitions will be submitted monthly at a minimum, after payment has been made invoices will be sent to USDA and CW-SRF for reimbursement.

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Seth Hopkins

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Tracy Wyman

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Brian Coolidge

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Timothy Guiles

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08/05/22

11:18 am

## TOWN OF BRANDON Accounts Payable

Page 1 of 4

Check Warrant Report # 63574 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01(10 General Fund) 08/08/22 To 08/08/22

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
310707	ADVANCED ANALYTICAL SOLUT	11/12/21 chlorine, pH testing	20-5-55-30120	121.84	51289	08/08/22
		30361	Professional Supplies			
300776	AKERS INDUSTRIES INC	07/27/22 gloves	20-5-55-43160	173.31	51290	08/08/22
		132322	Maint. Supplies - General			
200263	ALDRICH & ELLIOTT, PC	08/04/22 Sewer Mapping/SSSES	20-5-60-20150	510.00	51291	08/08/22
		80729	Sewer Mapping			
100015	ALLEN ENGINEERING & CHEMI	08/02/22 chlorine	20-5-55-50120	900.00	51292	08/08/22
		11250222201	Sodium Hypochlorite			
310590	AMERICAN WINDOW CLEANING	07/28/22 cleaned exterior windows	10-5-22-43100	60.00	51293	08/08/22
		6808	Town Office			
330468	ATHERTON, DAVID J	07/27/22 mileage- July-Sept	10-5-10-10310	750.00	51294	08/08/22
		7/27/22	Travel & Expenses			
310075	ATLANTIC TACTICAL INC	07/07/22 armor vest and carrier	10-5-14-10320	1205.55	51295	08/08/22
		SI-80776941	Clothing Allowance			
100190	BLUE SEAL FEEDS	07/23/22 dog items	10-5-14-40440	28.98	51296	08/08/22
		329-3467	Police Dog Expenses			
100245	BRANDON AREA CHAMBER OF C	08/01/22 appropriation	10-5-25-70140	250.00	51297	08/08/22
		AUG 2022	Chamber of Commerce			
100305	BRANDON AREA RESCUE SQUAD	08/01/22 appropriation	10-5-25-70130	20645.00	51298	08/08/22
		AUG 2022	Brandon Rescue Squad			
100255	BRANDON FIRE DISTRICT #1	08/01/22 appropriation	10-2-00-02136	81012.50	51299	08/08/22
		AUG 2022	Fire District Payable			
100275	BRANDON FREE PUBLIC LIBRA	08/01/22 appropriation	10-5-25-70470	7666.67	51300	08/08/22
		AUG 2022	Brandon Library			
100625	BRANDON INDEPENDENCE DAY	08/01/22 appropriation	10-5-25-70110	1750.00	51301	08/08/22
		AUG 2022	BIDCC -4th of July Com.			
100280	BRANDON LUMBER & MILLWORK	07/20/22 fender wash	10-5-22-43080	7.40	51302	08/08/22
		944266/3	Highway Bldg Maint			
100280	BRANDON LUMBER & MILLWORK	07/22/22 cooler	20-5-55-43160	28.99	51302	08/08/22
		944595/3	Maint. Supplies - General			
100280	BRANDON LUMBER & MILLWORK	07/23/22 paintbrush/hornet spray	10-5-18-60070	17.77	51302	08/08/22
		944736/3	Estabrook Fundraising			
100280	BRANDON LUMBER & MILLWORK	07/26/22 paint	10-5-18-60070	125.96	51302	08/08/22
		944743/3	Estabrook Fundraising			
100280	BRANDON LUMBER & MILLWORK	07/27/22 flashlight	20-5-55-43160	44.99	51302	08/08/22
		945326/3	Maint. Supplies - General			
100280	BRANDON LUMBER & MILLWORK	07/27/22 shingles	10-5-18-61050	23.95	51302	08/08/22
		945398/3	Brandon Carnival			
100280	BRANDON LUMBER & MILLWORK	08/02/22 spray paint	20-5-55-43160	43.96	51302	08/08/22
		946234/3	Maint. Supplies - General			
100280	BRANDON LUMBER & MILLWORK	08/02/22 fasteners	10-5-18-60070	0.74	51302	08/08/22
		946317/3	Estabrook Fundraising			
100280	BRANDON LUMBER & MILLWORK	08/03/22 mounting tape	10-5-22-43100	11.99	51302	08/08/22
		946388/3	Town Office			
100280	BRANDON LUMBER & MILLWORK	08/03/22 masking tape	20-5-55-43160	4.99	51302	08/08/22
		946470/3	Maint. Supplies - General			
100280	BRANDON LUMBER & MILLWORK	08/04/22 cement blocks	20-5-55-43160	23.03	51302	08/08/22
		946589/3	Maint. Supplies - General			
100310	BRANDON SENIOR CITIZENS C	08/01/22 appropriation	10-5-25-70480	1125.00	51303	08/08/22
		AUG 2022	Senior Citizen Center			

08/05/22

11:18 am

## TOWN OF BRANDON Accounts Payable

Page 2 of 4

Check Warrant Report # 63574 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01(10 General Fund) 08/08/22 To 08/08/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
311114	BROWN ENTERPRISES	07/28/22 light tower w/ generator 37062	10-5-18-61050 Brandon Carnival	660.00	51288	08/01/22
311116	BYRNE, CAROL M	08/04/22 tax over payment 0145-0554	10-2-00-02120 Anticipated Tax Credits	471.70	51304	08/08/22
300286	CASELLA CONSTRUCTION INC	07/31/22 cold patch 100001-32891	10-5-15-46120 Cold Patching	370.50	51305	08/08/22
310712	CELEBRATION RENTALS, INC.	07/25/22 folding chairs 20565A	10-5-18-61050 Brandon Carnival	275.00	51306	08/08/22
300755	CHEMSEARCHFE	07/28/22 heavy duty drain cleaner 7880847	20-5-55-51310 Collection Systems	247.45	51307	08/08/22
310097	COMCAST	07/21/22 service 07/28 - 08/27 WW 07/21/22	20-5-55-42100 Wastewater Telephone	201.51	51308	08/08/22
310177	COTT SYSTEMS, INC.	08/01/22 Aug host fee 148039	10-5-13-30123 Records Preservation	250.00	51309	08/08/22
100470	CROSBY'S SALES & SERVICE	07/26/22 air filter, knob 0067943	10-5-22-43120 Municipal Mowing-maint	9.98	51310	08/08/22
310733	DENTON & SON	07/01/22 monthly rubbish removal JUNE 2022	20-5-55-50160 Sludge Disposal	450.00	51311	08/08/22
100456	DUBOIS & KING INC	07/29/22 Union Sidewalk PR #5 722301	46-5-21-20120 Union Sidewalk Engineer	7776.12	51312	08/08/22
310305	DUMAS, RENEE	07/22/22 Appraisal-17 Burke Park 22-178	56-5-06-20200 Newton Rd Flood-Legal	600.00	51313	08/08/22
300466	DUNDON PLUMBING & HEATING	07/22/22 portable toilet fees 72849	10-5-18-61050 Brandon Carnival	1550.00	51314	08/08/22
300984	EASTMAN, THERESA	08/04/22 water sewer over paid 0508	20-2-00-02120 Sewer Fee Credits	50.00	51315	08/08/22
310402	EMBLEM ENTERPRISES, INC	07/11/22 patches 857392	10-5-14-30120 Professional Supplies	259.01	51316	08/08/22
100494	ENDYNE INC	07/25/22 testing 416441	20-5-55-22120 Testing	75.00	51317	08/08/22
100494	ENDYNE INC	07/29/22 testing 416960	20-5-55-22120 Testing	25.00	51317	08/08/22
100756	F.W. WEBB COMPANY	07/26/22 floor drain pipe plugs 76339035	20-5-55-43160 Maint. Supplies - General	62.22	51318	08/08/22
310426	FYLES BROS., INC.	07/18/22 propane @ Town Hall 115815	10-5-22-42100 Heating - Propane	420.81	51319	08/08/22
100650	GALLS LLC	07/01/22 badge, seal 021554624	10-5-14-10320 Clothing Allowance	88.90	51320	08/08/22
100650	GALLS LLC	07/12/22 name tags 021616835	10-5-14-30120 Professional Supplies	28.73	51320	08/08/22
100650	GALLS LLC	07/12/22 radio pouch, cuff case 021619319	10-5-14-30120 Professional Supplies	47.43	51320	08/08/22
100725	GREEN MOUNTAIN GARAGE	07/25/22 fuel filters 186155	10-5-15-41160 HW Maint. Supplies-Vehicl	8.86	51321	08/08/22
100725	GREEN MOUNTAIN GARAGE	07/25/22 wipers 186204	10-5-14-41160 PD Maint. Supplies-Vehicl	27.48	51321	08/08/22
100725	GREEN MOUNTAIN GARAGE	07/27/22 battery test clip 186299	10-5-15-41160 HW Maint. Supplies-Vehicl	10.12	51321	08/08/22
100725	GREEN MOUNTAIN GARAGE	07/28/22 hydraulic oil 186337	20-5-55-41180 Maintenance-Vehicles	84.19	51321	08/08/22

08/05/22

11:18 am

## TOWN OF BRANDON Accounts Payable

Page 3 of 4

Check Warrant Report # 63574 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01(10 General Fund) 08/08/22 To 08/08/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
100725	GREEN MOUNTAIN GARAGE	08/03/22 undercoating & paint	20-5-55-41180	44.08	51321	08/08/22
		186592	Maintenance-Vehicles			
100725	GREEN MOUNTAIN GARAGE	07/29/22 Reimb. S6-Contain Soil-NP	46-5-50-69000	10000.00	51321	08/08/22
		7/29/22	S6 Contam Soil Non-Part			
301065	HARDING, MARTIN	07/19/22 mulch hay	10-5-15-44110	460.00	51322	08/08/22
		073878	Ditching			
100811	INITIAL IDEAS	07/14/22 champion award belt	10-5-18-10330	299.00	51323	08/08/22
		54726	Advertising/Recruitment			
310552	INNOVATIVE SURFACE SOLUTI	07/29/22 proguard mag	10-5-15-46150	4220.31	51324	08/08/22
		INV66045	Chloride			
310745	JACOBS, JAKE	07/22/22 swim lessons	10-5-18-30000	880.00	51325	08/08/22
		07/22/22	Swim Lesson Expense			
311115	KIMBALL ASHLEY DIKE	08/02/22 double paid august	10-2-00-02120	552.49	51326	08/08/22
		0128-0086	Anticipated Tax Credits			
310033	KNAPP, ELLEN & PATCH, TER	08/01/22 water/sewer over paid	20-2-00-02120	160.42	51327	08/08/22
		0728	Sewer Fee Credits			
301086	LABEN-HARDT, MELINDA	07/27/22 archery classes	10-5-18-40040	660.00	51328	08/08/22
		INV-586	After School Activity			
301076	LCS CONTROLS, INC.	07/29/22 recalibrate chemical pump	20-5-55-20240	150.00	51329	08/08/22
		14384	Contractors			
310843	MISSION COMMUNICATIONS, L	08/01/22 service package/Champlain	20-5-55-20240	407.40	51330	08/08/22
		1067463	Contractors			
100149	MODERN CLEANERS & TAILORS	07/13/22 uniform cleaning	10-5-14-10320	41.50	51331	08/08/22
		21355-369	Clothing Allowance			
310379	MOORE, WILLIAM FV	08/04/22 reimb. gas, picked up PD	10-5-14-10310	177.32	51332	08/08/22
		8/4/22	Travel & Expenses			
		Electric Motorcycle in NJ.				
311081	OTTER CREEK WATERSHED INS	08/01/22 appropriation	10-5-17-71800	10122.75	51333	08/08/22
		AUG 2022	Mosquito Control			
301088	PETE'S TIRE BARNS, INC	08/03/22 tires	10-5-14-41110	1338.68	51334	08/08/22
		036816	New Equipment - Vehicles			
200273	PITTSFORD, TOWN OF	07/28/22 July 4th-addl PD coverage	10-5-14-40430	1086.50	51335	08/08/22
		20347	Community Police			
300375	RUTLAND CITY	08/02/22 sludge processing	20-5-55-50160	6300.00	51336	08/08/22
		31975 SLUDG	Sludge Disposal			
100493	RUTLAND REGIONAL PLANNING	06/30/22 Local Hazard MP grant wrk	56-5-15-10100	1298.03	51337	08/08/22
		4265	Local Hazard MP Grant			
310418	SILLOWAY NETWORKS INC	07/29/22 New PC	10-5-13-30210	838.21	51338	08/08/22
		42215995	Office Equipment			
310418	SILLOWAY NETWORKS INC	08/01/22 monthly service & support	10-5-10-30134	887.25	51338	08/08/22
		42216147	Technical Support			
310099	STEPHEN A DOUGLAS BIRTHPL	08/01/22 appropriation	10-5-25-70430	1250.00	51339	08/08/22
		AUG 2022	Stephen A. Douglas Inc.			
311061	TERRIER TENACITY LLC	06/23/22 Web re-design, launch	10-5-21-75000	3840.00	51340	08/08/22
		5018	Economic Development			
311061	TERRIER TENACITY LLC	08/01/22 wordpress site mangement	10-5-21-75000	240.00	51340	08/08/22
		5106	Economic Development			
200277	THUNDER TOWING & AUTO REC	07/13/22 oil filter, oil	10-5-14-41180	49.53	51341	08/08/22
		70294	PD Vehicle Maintenance			
200277	THUNDER TOWING & AUTO REC	07/14/22 parts/labor	10-5-14-41180	820.94	51341	08/08/22
		70295	PD Vehicle Maintenance			

08/05/22

11:18 am

## TOWN OF BRANDON Accounts Payable

Page 4 of 4

Check Warrant Report # 63574 Current Prior Next FY Invoices

Jacolyn

All Invoices For Check Acct 01(10 General Fund) 08/08/22 To 08/08/22

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
330447	07/12/22	radar calibration	10-5-14-30130	85.00	51342	08/08/22
		45271	Service Contracts			
311117	08/04/22	tax over payment	10-2-00-02120	551.85	51343	08/08/22
		0085-0137	Anticipated Tax Credits			
100487	07/27/22	county tax	10-5-17-71100	13859.23	51287	07/27/22
		JULY 2022	County Tax			
100682	07/20/22	handles and dippers	20-5-55-43160	277.47	51344	08/08/22
		050724	Maint. Supplies - General			
330348	07/22/22	service: Jun 23 - Jul 22	10-5-14-20233	240.06	51345	08/08/22
		9911765778	MDT/Aircards			
310988	07/13/22	parts and filters	10-5-15-44130	225.57	51346	08/08/22
		A14805	Tree Removal/Planting			
100067	08/04/22	town fair Oct Sue	10-5-13-10340	117.00	51347	08/08/22
		22-7DJMWSQC	Professional Development			
100485	08/01/22	appropriation	10-5-25-70200	2550.00	51348	08/08/22
		AUG 2022	RAVNA			
310046	07/15/22	padded mailers	10-5-10-30110	13.57	51349	08/08/22
		231215922	Office Supplies			
100409	07/21/22	chlor/dechlor pump repair	20-5-55-43160	3294.00	51350	08/08/22
		SI206544	Maint. Supplies - General			
311001	07/23/22	Carnival ad/coupon design	10-5-18-10330	36.00	51351	08/08/22
		0171	Advertising/Recruitment			
100577	07/21/22	hot mix, emulsion	10-5-15-46110	468.34	51352	08/08/22
		HM22-162	Paving Roads			

Report Total

198425.13

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 \$ \*\*\*198,425.13

Let this be your order for the payments of these amounts.



# **Notice of Road Closure**

## **Arnold District Road**

### **Brandon**

The Arnold District Road will be closed to through traffic starting Monday, September 5, 2022 for the installation of a box culvert over the Arnold Brook.

The road will be closed at the intersection of Adams Road to approximately 500 feet north of said intersection.

Vehicles are to use Cram Road in Leicester as the detour.

The anticipated completion date is September 30, 2022, at which time the road will be re-opened for through traffic.