



**TOWN OF MORRISTOWN SELECTBOARD
MEETING NOTICE & AGENDA
COMMUNITY MEETING ROOM**

On Zoom and at 43 Portland St. Morrisville, VT 05661
5:30 PM Monday, October 16, 2023

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- **WATCH:** the meeting will be live streamed on the [Town GMATV YouTube Channel](#) when possible.
- **JOIN ONLINE:** [Join Zoom Meeting](#) or by phone join via conference call (audio only): 1 (646) 558-8656 | Meeting ID: [810 342 4528](#)
- **MUTE YOUR MICROPHONE:** When not speaking, please mute your microphone on your computer/phone.
- **RAISE YOUR HAND:** Click on the hand button feature to request to speak.
- **PROVIDE FULL NAME:** Please provide your full name whenever prompted.

NOTE: Selectboard members will discuss the agenda items before opening the discussion to the public. Comments from the public on the agenda items will be taken for two minutes per person with each person being allowed to speak a second time after every one in attendance has had a chance to be heard. The Community Comment agenda item provides an opportunity for the community members to speak once, for two minutes each, to share their perspective with the Selectboard. For topics raised that are not on the agenda, the Selectboard may answer a question, but one should not expect a two-way dialogue or any actions to be taken. The Board will listen carefully to inform if the topic may be included in future agendas.

I. CALL SELECTBOARD MEETING TO ORDER

II. AGENDA CHANGES/ADDITIONS

III. APPROVE MINUTES

1. Approve minutes of October 2, 2023

IV. NEW BUSINESS

1. Accept the resignation of Richard Sargent from Morristown Conservation Commission
2. Approve Errors and Omissions Certificate
3. Approve Christina Young as a part-time, unbenefited member of Morristown EMS
4. Adopt Records Management Policy & Retention Plan
5. Approve and sign Cleary Lease for Duhamel parking lot
6. Approve 5 year contract with Mudgett, Jennett & Krogh-Wisner auditors
7. Approval renewal 2024 Health Reimbursement Account (HRA)
8. Approve Payroll software program
9. Approve the lease for the Holder Sidewalk Machine
10. Approve ordering two Tandem trucks and one single Axel truck from Allegiance to Highway department.
11. Approve Public Records Inspection, Copying and Transmission Policy
12. Apply and submit Municipal Energy Resilience Program funding opportunity

V. OLD BUSINESS

VI. APPROVE WARRANTS

VII. DEPARTMENT HEAD REPORTS

VIII. TOWN ADMINISTRATOR'S REPORT

IX. SELECTBOARD COMMENTS

X. COMMUNITY COMMENTS

XI. OTHER BUSINESS

1. Possible Executive Session - Personnel, Contract, Legal

XII. ADJOURN



SELECTBOARD MEETING MINUTES OF OCTOBER 2, 2023

Members: Judy Bickford, Christopher Palermo, Laura Streets, Richard Craig

Absent: Don McDowell

ADMINISTRATION and STAFF: Chief Jason Luneau, Interim Town Administrator; Judi Alberi, Administrator's Assistant; Kevin Barrows, Highway Superintendent; Dennis DiGregorio, Fire Chief; Tina Sweet, Finance Director; Sara Haskins, Town Clerk/Treasurer; Bill Mapes, EMS Chief; Community Development Coordinator, Tricia Follert

PARTICIPANTS/GUESTS: Alexander Cyr, Yon Perras, Uwanna Perras, Tracy Patnoe, Donnie Blake, Tom Cloutier, Jamie Jaret, Kristin Marriott, Lisa Prive, Christy Snipp, Sheila Tarbox, Tony Cote, Heather Hobart*, Jonathan Mogar*, Martin Green*

**participating via Zoom*

CALL SELECTBOARD MEETING TO ORDER

Judy Bickford called the Selectboard Meeting to order at 5:30PM at the Tegu Building.

Our dear friend Brian Kellogg passed away recently. Judy asked that we take a moment to remember Brian Kellogg and all that he did for the community as a Selectboard Member for 20 years and dog control officer for almost 40 years and a fellow citizen of Morrystown.

AGENDA CHANGES/ADDITIONS

Add to New Business:

Approve Angel Baraw as a part-time EMS member

Discuss Joint meeting Oct 25th Selectboard and Village Trustees

APPROVE MINUTES

1. Approve minutes of September 18, 2023

Motion made by Laura Streets to approve the minutes of September 18, 2023 with amendments.

Motion seconded by Richard Craig. Motion carried (4/0)

New Business Item 3 please add:

Don McDowell was a participant for the Beaver Meadow Rd discussion

NEW BUSINESS

1. Approve Angel Baraw as a part-time EMS member at \$15/hr with no benefits

Motion made by Chris Palermo to approve adding Angel Baraw to a part-time paid EMS position,

non-benefits and paid at \$15 per hour beginning immediately. Motion seconded by Laura Streets. Motion carried (4/0).

2. Cancel the November 20, 2023 Selectboard Meeting

November 20th is the Monday before Thanksgiving and there is some concern that we would not have a quorum for the meeting.

Motion made by Chris Palermo to cancel the November 20, 2023 regularly scheduled Selectboard meeting. Motion seconded by Laura Streets. Motion carried (4/0).

3. Discuss moving the Proposed Zoning changes hearing date from October 16, 2023 to a different date

No action

4. Selectboard introduction to the proposed Zoning Changes public hearing October 16, 2023

Todd Thomas, Planning Director, was present to talk about the changes to the Proposed Zoning Bylaws. The Selectboard requested clarity around some of the changes being proposed. The Public Hearing is scheduled for October 16, 2023 at the Town Offices. The public will have a chance to ask any questions they want at that time. The Selectboard will be voting on the proposed changes on November 6, 2023, at their regularly scheduled meeting.

5. Rescind the motion of August 7, 2023 Joint Rules Policy

The Morrisville Village Trustees did not go forward with any proposed changes to the Joint Rules Policy. The Selectboard would like to talk to the Trustees during a joint meeting in October.

Motion made by Laura Streets to table this item until November 6th. Motion seconded by Chris Palermo. Motion carried (4/0).

6. Approve Morristown Historical Society request to remove, replace, and reglaze 10 windows at Noyes House Museum

Joshua Goldstein, Member of Noyes House Museum Board, discussed with the Selectboard the amount of work that needs to be done to the building. Currently there is \$53,000 in the Noyes House fund that can be used for necessary repairs. The Selectboard would like representatives from the Noyes House to attend a future Selectboard meeting to talk to the Selectboard about the repairs and ongoing maintenance of the museum. Josh Goldstein would like to see the 1/2 cent article back on the ballot in March 2024.

For now, Joshua Goldstein is requesting Willard Street Traditions be chosen as a sole source vendor to reglaze 10 of the worst windows. Willard Street Tradition specializes in this type of work. This window reglazing work will require a little bit of help from DBI in terms of boarding up the window holes and scraping exterior window sills. Painting of the sills will still need to happen in the Spring of 2024. The refurbishing of these 10 windows will use most of the remaining half-penny money that the town has to support the ongoing maintenance of the Noyes house museum.

Motion made by Chris Palermo to approve the Morristown Historical Society's recommendation to have Willard Street Traditions as a sole source vendor with a contract to remove, replace, and reglaze 10 of the worst windows at the Noyes House Museum and DBI to do necessary work to board up the window openings for approximately \$40,000. Motion seconded by Laura Streets. Motion carried. (4/0)

7. Private road naming - Doctor Tinker Street

Mark Sutton, Director of operations at Copley, would like to name the road that leads off Washington

Highway to Copley Terrace after the first physician at Copley. Mark has been working with the town for the past few years to make sure the road meets the specifics set by the town. Bill Mapes, EMS Chief, is concerned about the residents at Copley and the E911 system with a road name change. Mark Sutton will work closely with our E911 coordinator and the state to make the address change as smoothly as possible.

Motion made by Laura Streets to approve the private road name of Doctor Tinker Street. Motion seconded by Chris Palermo. Motion carried (4/0).

8. ROW Application for South Street

Motion made by Chris Palermo to approve right of way application for Mink Properties located on 5 Winter Street, 26 South Street and 62 South Street and authorize the Chair Judy Bickford to sign. Motion seconded by Richard Craig. Motion carried (4/0).

9. Approve and sign Errors and Omissions certificate

Motion made by Chris Palermo to approve the Errors and Omissions certificate as presented. Motion seconded by Laura Streets. Motion carried (4/0).

10. Set the tax rate for Fiscal Year 23/24

Motion made by Chris Palermo to set the municipal tax rate of \$.6989. Motion seconded by Laura Streets. Motion carried (4/0).

Motion made by Chris Palermo to accept the residential education tax rate of \$1.0356. Motion seconded by Richard Craig. Motion carried (4/0).

Motion made by Chris Palermo to accept the non-residential education tax rate of \$1.1803. Motion seconded by Richard Craig. Motion carried (4/0).

11. Halloween Road Closure for 2023

Motion made by Chris Palermo to close Maple Street, Cherry Ave, Harrison Ave, Union St (easterly), Summer Street, East Olive Street, Olive Street, Lincoln Street and Court Street for Halloween, October 31st from 5-7:30pm. Motion seconded by Richard Craig. Motion carried (4/0).

12. Approve and Sign annual financial plan

The Town is required to annually submit an "Annual Financial Plan" to the Vermont Agency of Transportation.

Motion made by Chris Palermo to approve the 20232 VTAOT Form TA-60 Annual Financial Plan as presented. Motion seconded by Laura Streets. Motion carried (4/0).

13. Approve forming a Town Manager search committee

The Town Manager Search Committee shall be responsible for assisting and advising the Selectboard in the search for a Town Manager. The Committee could consist of five to nine members appointed by the Selectboard, including Selectboard members, town employees and community members. The charge of the Committee could be as follows:

1. Work in collaboration with the recruitment consultant selected by the Selectboard who shall serve as principal staff person to the committee;
2. Present a draft job description for consideration by the Selectboard;
3. Identify critical issues facing the Town and the Town Manager;
4. Identify desired characteristics, experience, and background for the Town Manager;
5. Assist consultant with preparation of recruitment materials;

6. Receive community input on the above;
7. Conduct first round of interviews and forward a recommended short list to the Selectboard.

The Committee shall operate in accordance with the Open Meeting Law and be considered a public body.

To apply, please send a letter of interest expressing your qualifications and experience to Judith Alberi jalberi@morristownvt.org.

Motion made by Chris Palermo to form a Town Manager search committee. Motion seconded by Richard Craig. Motion carried (4/0).

14. Discuss Joint meeting Selectboard and Village Trustees at VFW Oct 25th

The Selectboard and Village Trustees will have a joint meeting on October 25th at VFW at 5:30pm to discuss various topics that impact both the village and town. Some ideas of common interest may involve, coordination of highway, sewer, and water on projects, Air B&B impacts, Statewide zoning impacts and reactions, new and emergent state energy policy impacts on town and village, village/town boundary, village charter, local option tax.

Motion made by Chris Palermo to conduct a joint meeting with the Trustees on October 25, 2023 at VFW. Motion seconded by Richard Craig. Motion carried (4/0).

OLD BUSINESS

1. Approve Social Service Policy

The Social Service policy was discussed during the September 18th Selectboard meeting. Sara Haskins and Judi Alberi worked over the last two weeks on making various changes to the policy as suggested by the Selectboard members. A few agencies spoke to the board and agreed that a petition every three years was unwarranted but maybe presenting the mission and nature of the services they offer to the residents would increase awareness. The major changes to the policy are the requirement for an annual application and that all articles will be standalone on the ballot.

Sara Haskins made some last-minute changes to the policy and application for the Selectboard to accept.

Motion made by Laura Streets to accept the social service policy as presented. Motion seconded by Chris Palermo. Motion carried. (4/0)

Motion made by Laura Streets to accept the social service application as presented. Motion seconded by Chris Palermo. Motion carried. (4/0)

APPROVE WARRANTS

Motion made by Chris Palermo to approve the warrants. Motion seconded by Laura Streets . Motion carried. (4/0)

DEPARTMENT HEAD REPORTS

- Kevin Barrows moving stock piles out of the gravel pit. Trucks getting serviced and getting ready for winter.
- Tina Sweet, Finance Director, last day of the audit and once again no findings.
- Anna Green just finished Rocktoberfest. Huge success! Attended the 80th annual parks and rec

conference. Working on an index of walking trails and assigning E911 addresses. Working on the Halloween candy drive and the 2nd annual turkey trot!

- Dennis Digregorio - 23rd and 24th of September had members doing training.
- Tricia Follert had more vendors reach out to her to be involved in Rocktoberfest! Good event.

TOWN ADMINISTRATOR'S REPORT

Rocktoberfest was a huge success - thanks to Tricia, Anna, and the highway crew.

Fall Leaves in the village around storm drain areas will be picked up mid-October through the end of October.

SELECTBOARD COMMENTS

- Richard Craig thought Rocktoberfest was great!
- Laura Streets is very happy about the manager committee.
- Chris Palermo is happy with the forward momentum of the town manager. Thanks to Jason and Tricia for the work and effort.
- Judy Bickford thanked Tricia, Anna, the Road Crew and Police for all their efforts at the Rocktoberfest event. Vendors was a nice variety. Asked the other members to create a list of ideas for the Joint Meeting.

COMMUNITY COMMENTS

- Sara Haskins thanked the fire department and EMS for coming out to her house during a CO2 leak.
- Johnathan Mogar expressed his concerns about the municipal parking lot and access for delivery trucks to his building.
- Martin Green expressed his concerns about the Selectboard attentiveness while signing warrants.

OTHER BUSINESS

1. Possible Executive Session - Personnel, Labor Relations, and Contract

Chris Palermo move to enter Executive Session because I find that premature general public knowledge of labor relationships with employees to the body will clearly place the town at a substantial disadvantage. Motion seconded by Richard Craig. Motion carried. (4/0)

Chris Palermo move to enter Executive Session to discuss labor relations agreements with employees under the provisions of Title 1 section 313 (a) (1)(b) of the Vermont Statutes, to include Interim Town administrator Jason Luneau; Interim Human Resources Director, Tina Sweet; and Highway Superintendent, Kevin Barrows. Motion seconded by Laura Streets. Motion carried. (4/0)

Chris Palermo move to go into Executive Session because I find that premature general public knowledge would clearly place the public body, or a person involved, at a substantial disadvantage. Motion seconded by Richard Craig. Motion carried. (4/0)

Chris Palermo move to go into Executive Session to discuss the appointment or employment or evaluation of a public officer or employee subject to T1 V.S.A. § 313 (a)(3). To include Interim Town Administrator, Jason Luneau and Interim Human Resources Director, Tina Sweet; Administrative Assistant, Judi Alberi. Motion seconded by Laura Streets. Motion carried. (4/0)

Chris Palermo move to go into Executive session because I find that premature general public knowledge of the pending contract negotiations will clearly place the Town at a disadvantage by disclosing its negotiation strategy. Motion seconded by Richard Craig. Motion carried. (4/0)

Chris Palermo move to go into Executive session to discuss pending contract negotiations under provisions of Title 1, Section #13(a)(1) of the Vermont Statutes and to include Interim Town Administrator, Jason Luneau; Administrative Assistant, Judi Alberi and Finance Director, Tina Sweet. Motion seconded by Laura Streets. Motion carried. (4/0)

Motion made by Chris Palermo to come out of Executive session. Motion seconded by Richard Craig. Motion carried. (4/0)

Motion made by Richard Craig to approve the agreement with Vermont League of Cities and Towns to conduct a recruitment process for a Town Manager at a cost not to exceed \$10,000 plus approximately \$5,000 worth of expenses and to authorize Judy Bickford to sign the agreement. Motion seconded by Chris Palermo. Motion carried. (4/0)

Motion made by Chris Palermo to enter into an agreement with Carrie Johnson as a project manager at a rate of \$55 per hour for no more than 24 hours a week and authorize Jason Luneau to sign the agreement. Motion seconded by Laura Streets. Motion carried. (4/0)

ADJOURN

Motion made by Richard Craig to adjourn. Motion seconded by Chris Palermo. Motion carried. (4/0)

Meeting adjourned at 9:07pm

Submitted and filed this October 4, 2023 .

Judi Alberi, Scribe

Please note all minutes are in Draft form and are subject to approval at the next Selectboard meeting.

October 4, 2023

Selectboard

Town of Morristown

Dear Selectboard:

Please accept this, my resignation from the Morristown Conservation Commission.

I have enjoyed my time on the Commission but feel a younger person would be better suited for its work.

Thank you for appointing me to the Commission over the years.

Very truly yours,

A handwritten signature in blue ink that reads "Dick".

Richard Sargent

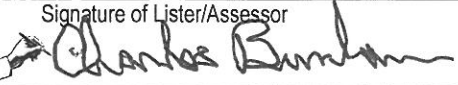
Form PVR-4261-E

ERRORS AND OMISSIONS CERTIFICATE

The Board of Listers of the Town of MORRISTOWN are hereby supplying the following changes to the 2023 Grand List. Specifically:
(Year)

Owner EICHLER STEFANIE		SPAN 414-129-13685
Change From \$225,000	Change To \$250,100	Difference +\$25,100
Reason SUBDIVISION ACREAGE WAS INCORRECT		
Owner KNECHT JASON		SPAN 414-129-10382
Change From \$499,900	Change To \$489,800	Difference -\$10,100
Reason SUBDIVISION ACREAGE WAS INCORRECT		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		

LISTERS/ASSESSOR AND SELECTBOARD

Signature of Lister/Assessor 	Date 10/11/23	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date 10/11/23	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date

TOWN CLERK

I, _____, town clerk of _____, certify receipt of these changes. This certificate will be attached to or recorded in the grand list of _____ for tax year _____.

Signature of Town Clerk 	Printed Name	Date
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32 V.S.A. § 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Selectboard, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the Selectboard.

MUST BE ATTACHED TO THE FINAL GRAND LIST FILED WITH THE TOWN CLERK.



SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Administrative Assistant
Date: October 16, 2023
Subject: Approve Christina Young as a part-time, unbenefited member of Morristown EMS

Suggested Motion:

Approve adding Christina Young to a part-time paid EMS position, non-benefits and paid at \$15 per hour beginning immediately.

Attachments:

None



Records Management Policy & Retention Plan Town of Morristown

PURPOSE

All Vermont public agencies are responsible for creating, managing and disposing of records in accordance with State and Federal laws and regulations. This policy is to ensure that all the Town of Morristown employees conform with and are aware of those mandates.

SCOPE

All the Town of Morristown records are public records defined by 1 V.S.A. § 317 as: “any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of public agency business.”

POLICY STATEMENT

It is the policy of the Town of Morristown to comply with 1 V.S.A. Chapter 5, Subchapter 3 (referred to as “Vermont’s Public Records Laws”.) All written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the normal course of town/city business, shall be managed in accordance with the Record Retention Schedule below.

UNIFORM LAWS, STANDARDS, AND PROCEDURES

- a) 1 V.S.A §§315-320: Access to Public Records, including V.S.A. § 317A: Disposition of Public Records <https://legislature.vermont.gov/statutes/chapter/01/005>
- b) 3 V.S.A. § 117: Vermont State Archives and Records Administration <http://legislature.vermont.gov/statutes/section/03/005/00117>
- c) 3 V.S.A. § 218: Agency/Department Records Management Program <https://legislature.vermont.gov/statutes/section/03/009/00218>
- d) Archives and Records Management Standards and Best Practices <https://sos.vermont.gov/vsara/manage/information-governance/standards/>

GENERAL RECORD SCHEDULES and DISPOSITION ORDERS

Vermont State Archives & Records Administration’s (hereafter referred to as VSARA) General Record Schedules (GRS) shall govern the management of records, specifically access, retention, and disposition. In limited circumstances Disposition Orders (DO) may continue to be used until superseded by GRS.

In a few instances VSARA has yet to issue a GRS to define the retention period. These documents will be retained until a ruling has been made.

RECORDS MANAGEMENT GUIDELINE

On an annual basis beginning in July 2023 and every July thereafter, the Town of Morristown will review and dispose of any records that have been completed, closed, expired, or superseded as specified in the Record Retention Schedule (below) provided that:

1. The record has been authorized for destruction through a GRS or DO; and
2. The minimum retention requirement for the record, as stated in the applicable GRS or DO, has been fully met.
3. Any additional retention requirement adopted by the town/city and included in this policy has been fully met.

Records not yet covered by a GRS or DO will not be destroyed and will be retained by the Town of Morristown.

VSARA has defined the term “permanent retention” as meaning until the State of Vermont no longer exists.

The term “audit” is defined as an examination by a public accounting firm.

Documents may be scanned for ease of access, but this is not considered permanent retention unless provision is made by the Town of Morristown to transfer files to future file formats.

To bring the Town of Morristown into compliance with this policy, an internal review and subsequent destruction of records as authorized by this policy will take place beginning in November 2023.

This policy supplants any Record Retention Policy or practices in existence prior to its effective date. All earlier revisions of this document are superseded by this revision.

Adopted by the Selectboard of the Town of Morristown, Vermont, on October _____, 2023.
It is effective as of this date until amended or repealed.

Judy Bickford

Don McDowell

Christopher Palermo

Laura Streets

Richard Craig

REFERENCES

The following references are used for determining the record retention schedule: Disposition Order (DO), State of Vermont Agency of Administration, Public Record Division, State of Vermont General Record Schedule (GRS) and VSARA, and the Environmental Protection Agency.

General Record Schedules (GRS)

- [Accounting Records](#) (GRS-1000.1002) Approved January 2011
- [Administrative Policy Records](#) (GRS-1000.1102) Approved March 2009
- [Appointment Records](#) (GRS-1493.1004) Approved April 2012
- [Audit Records](#) (GRS-1000.1007) Approved January 2012
- [Budget Records](#) (GRS-1000.1012) Approved April 2012
- [Contracting Files](#) (GRS-1000.1126) Approved March 2009
- [Enforcement Records](#) (GRS-1000.1033) Approved November 2013
- [Infrastructure](#) (October 2016—does not yet include all activities related to infrastructure)
- [Investigation Records](#) (GRS-1000.1100) Approved October 2012
- [Land Use and Related Permits](#) (GRS-1482.1104) December 2011
- [Operational / Managerial Records](#) (GRS-1000.1103) Approved March 2009
- [Payroll Management Records](#) (GRS-1009.1103) Approved May 2010
- [Personnel Files](#) (GRS-1304.1103) Approved June 2012
- [Public Funds](#) (June 2016—does not yet include all activities related public funds)
- [Tax Appeals](#) (GRS-1570.1108) Approved July 2014
- [Tax Assessments and Related Records](#) (GRS-1570.1170) Approved July 2014
- [Transitory Records](#) (GRS-1000.1000) Approved December 2010

Agency-specific record schedules (SRS)

- [Liquor Control Commissioners](#)
 - Liquor Licenses and Permits (SRS-1490.1059) Approved September 2021
- [Municipal Clerks](#)
 - Dog Licenses (SRS 1350.1059) Approved May 2017
 - Managing General Elections (SRS-1690.1103) Approved December 2017
 - Managing Local Elections (SRS 1348.1103) Approved December 2017
 - Managing Primary Elections (SRS 1689.1103) Approved December 2017
 - Municipal Clerk Transitory Records (SRS 1714.1000) Approved December 2017
 - Voter Registration Records (SRS-1319.1109) Approved December 2017
- [Municipal Police Departments](#)
 - Criminal Investigations (SRS 1821.1100) Approved May 2020
 - Law Enforcement Administrative Policy Records (SRS 1819.1102) Approved May 2020
 - Law Enforcement Operational/Managerial Records (SRS 1819.1103) Approved May 2020
 - Law Enforcement Transitory Records (SRS 1819.1000) Approved May 2020
 - Vermont Civil Violation Complaints (SRS 1818.1129) Approved May 2020

RECORDS RETENTION PLAN

The following table reflects the types of records maintained by the Town of Morristown, their location, GRS or DO retention references, retention required by the reference, and the town/city additional retention requirements. This policy authorizes town/city employees to properly dispose of records that have reached the end of their retention period.

Type of Records	Location	Applicable GRS or DO (see references in sec. VII)	Retention Requirements	Town/City Additional Retention Requirements
See attached retention plan	See attached retention plan	See attached retention plan	See attached retention plan	See attached retention plan



SELECTBOARD MEMORANDUM

To: Selectboard
From: Tina Sweet, Finance Director
Date: October 16, 2023
Subject: Approve 5 year contract with Mudgett, Jennett & Krogh-Wisner auditors

Suggested Motion:

I move to approve a five-year contract for Fiscal Year 2024 – 2028 with our auditors, Mudgett, Jennett & Krogh-Wisner, PC for a price \$20,250 for fiscal year 2024 and increasing \$250 per year. If a single audit is needed the price will increase.

Attachments:

1. Mudgett 5 yr contract

September 21, 2023

Finance Department
Town of Morristown, Vermont
P.O. Box 748
Morristown, VT 05661

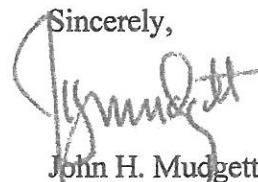
We appreciate the opportunity to provide a quote for continued audit services for the Town of Morristown. Our audits will be conducted in accordance with *Government Auditing Standards*. In the event that a Single Audit is required for any fiscal year, our audits will also be conducted in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Proposed annual fee limits, listed below, are not expected to exceed those limits unless additional services are requested.

	<u>Financial Statement Audit</u>	<u>Financial Statement Audit and Single Audit</u>
Fiscal Year 2024	\$20,250	\$24,750
Fiscal Year 2025	\$20,500	\$25,000
Fiscal Year 2026	\$20,750	\$25,250
Fiscal Year 2027	\$21,000	\$25,500
Fiscal Year 2028	\$21,250	\$25,750

Please let me know if I may provide any additional information. We appreciate the opportunity to be of service.

Sincerely,



John H. Mudgett, CPA
Principal



SELECTBOARD MEMORANDUM

To: Selectboard
From: Tina Sweet, Finance Director
Date: October 16, 2023
Subject: Approval renewal 2024 Health Reimbursement Account (HRA)

Background:

NOTE: The increase from 2023 funding levels to the proposed levels is \$150 for a single plan and \$350 for all other plans.

Amounts are calculated using the total out of pocket maximum. The total out of pocket for a single plan in 2024 is $\$9,4000/2 + \$4,700$. The total out of pocket maximum for all other plans in 2024 is $\$18,900/2 + \$9,400 + \$1,000$ (for other family members) = \$10,450.

Suggested Motion:

I move to authorize the renewal for 2024 HRA with levels of \$10,450 for two-person, adult plus child(ren) and family plans, and \$4,700 for all other plans.

Attachments:

None



SELECTBOARD MEMORANDUM

To: Selectboard
From: Tina Sweet, Finance Director
Date: October 16, 2023
Subject: Approve Payroll software program

Suggested Motion:

I move to approve a three-year contract with Paychex payroll/human resources software at a price of \$13,900.20 per year and authorize Jason Luneau, Interim Town Administrator to sign the contract.

Attachments:

1. Payroll software bids

Investment Summary

Town of Morristown

Created Date: 09-20-2023

Quote Number: Q-864287

Per Pay Period - Bi-Weekly	Units	Total
Paychex Flex® Enterprise Package	50	158.34
Paychex Flex® Time	80	77.52
Payroll Delivery		26.50
		\$262.36

Per Pay Period - Monthly	Units	Total
Paychex Flex® Enterprise Package	30	59.10
		\$59.10

Monthly Fees	Units	Total
Paychex Flex® Onboarding	80	170.00
Employee Shared Responsibility (ACA) Solutions	80	156.72
Paychex Benefits Administration	50	202.00
		\$528.72

Annual Fees	Total
Year End Processing and W2s	0.00
Delivery	25.00
	\$25.00

One-Time Fees	Total
Implementation Fee	1,000.00
	\$1,000.00

First year total \$14,900.20

Annual total **\$13,900.20**

Please sign to indicate your approval of these fees : _____

Company Information

Town Of Morristown
PO Box 748
43 Portland Street
Morrisville, VT 05661-9267
United States

Executive Contact

Tina Sweet
Finance Director
tsweet@morristownvt.org
(802) 888-6374



80

Total
Employees



\$2,000.00

Implementation
Costs



\$15,395.00

Total Annual
Investment



(\$2,315.00)

Total Annual Savings during
promotional period; See Terms

Expiration
10/6/2023

ADP Sales Associate

Nicole Reznick
Associate Sales Executive & Elite Digital Sales Representative
nicole.reznick@adp.com
610-268-6686

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.



SELECTBOARD MEMORANDUM

To: Selectboard
From: Tina Sweet, Finance Director
Date: October 16, 2023
Subject: Approve the lease for the Holder Sidewalk Machine

Suggested Motion:

I move to approve the lease of a 2023 Holder C270 Sidewalk tractor with equipment with Tax-Exempt Leasing Corp. for five years for a total lease price of \$178,470.15 and authorize Jason Luneau, Interim Town Administrator to sign the lease.

Attachments:

1. Morristown, VT - Master Lease
2. Morristown, VT (202X Holder) 8038 G
3. Morristown, VT (202X Holder) Advance Payment Invoice
4. Morristown, VT (202X Holder) Lease Documents

MASTER LEASE PURCHASE AGREEMENT

Lessee
Town of Morristown
43 Portland Street
Morrisville, Vermont 05661

Lessor
Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

Dated as of July 22, 2015

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

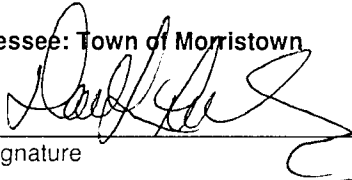
Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

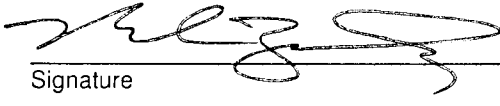
Lessee: Town of Morristown



Signature

Daniel L. Lindley, Town Administrator
Printed Name and Title

Lessor: Tax-Exempt Leasing Corp.



Signature

Mark M. Zaslavsky, President
Printed Name and Title

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ► ☐		
b If bonds are BANs, check only box 19b ► ☐		
20 If bonds are in the form of a lease or installment sale, check box ► ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	



203 E. Park Ave.
Libertyville, Illinois 60048
Phone (847) 247-0771 Fax (847) 247-0772

INVOICE

DATE: October 5, 2023
INVOICE # Advance Payment

Bill To:
Town of Morristown
43 Portland Street
Morrisville, Vermont 05661

DESCRIPTION	AMOUNT
Advance Payment on Financing a Holder C270 Sidewalk Tractor with Equipment	\$35,694.03
Due at lease signing	
If paying by check, please return check with original lease documents.	
Make check payable to: Tax-Exempt Leasing Corp. P.O. Box 847386 Boston, MA 02284-7386	
If paying by wire, please advise us and forward payment using the below wiring instructions: Bank Name: Santander Bank, N.A. ABA Routing Number: 231372691 Account Number: 0758261450 Reference: - Tax-Exempt Leasing Corp.	
TOTAL	\$ 35,694.03

If you have any questions concerning this invoice, contact Mark M. Zaslavsky at 847-247-0771.

**Schedule No. 02
EXHIBIT A**

October 5, 2023

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number/VIN	Type, Make, Model
1		202_ Holder C270 Sidewalk Tractor with a 60" Hydraulic Angle Plow, Holder Dump Body and Holder Sander

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address

City

State

County

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN") or Serial Number in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: Town of Morristown

Signature

Printed Name and Title

Date

**Schedule No. 02
EXHIBIT B**

October 5, 2023

SCHEDULE OF PAYMENTS

Rate: 5.96%

Payment Number	Payment Date	Payment	Interest	Principal	Purchase Option Price*
1	10/5/2023	\$ 35,694.03	\$ -	\$ 35,694.03	NA
2	10/5/2024	\$ 35,694.03	\$ 7,378.30	\$ 28,315.73	\$ 97,868.27
3	10/5/2025	\$ 35,694.03	\$ 5,690.68	\$ 30,003.35	\$ 67,114.84
4	10/5/2026	\$ 35,694.03	\$ 3,902.48	\$ 31,791.55	\$ 34,528.50
5	10/5/2027	\$ 35,694.03	\$ 2,007.69	\$ 33,686.34	\$ -
Totals		\$ 178,470.15	\$ 18,979.15	\$ 159,491.00	

**Assumes that all rental payments and additional rentals due on and prior to that date have been paid.*

Lessee: Town of Morristown

Signature

Printed Name and Title

Date

**Schedule No. 02
EXHIBIT C**

October 5, 2023

CERTIFICATE OF ACCEPTANCE

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 02 (the "Lease"). I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse to the vendor the net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Serial /VIN # (if applicable) _____

Lessee: Town of Morristown

Signature

Printed Name and Title

Date

Schedule No. 02
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

October 5, 2023

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

WAIVED

Schedule No. 02
EXHIBIT E

October 5, 2023

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 02 dated as of October 5, 2023 to the Master Lease Purchase Agreement dated as of July 22, 2015, between **Town of Morristown** (Lessee) and **Tax-Exempt Leasing Corp.** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

**Schedule No. 02
EXHIBIT F**

October 5, 2023

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Name: _____ **Title:** _____
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 02
EXHIBIT G

October 5, 2023

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: Town of Morristown
Address: 43 Portland Street
Morrisville, Vermont 05661
Phone: 802-888-6374

Lessor/Certificate Holder:

Name: Tax-Exempt Leasing Corp., AOIA
Address: 203 E. Park Avenue
Libertyville, Illinois 60048
Phone: 847-247-0771

Description of Equipment: 202_ Holder C270 Sidewalk Tractor with 60" Hydraulic Angle Plow, Holder Dump Body and Holder Sander

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I authorize Tax-Exempt Leasing Corp. or its assigns to contact the insurance company shown below, in order to obtain the required proof of coverage. I further authorize the Agent/Company below to issue a Certificate noting Lessor's interest in the equipment and showing **Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.**

Please e-mail to marlas@taxexemptleasing.com or fax to 847-247-0772

Insurance Company: _____

Name of Agent: _____

Address: _____

Phone: _____

Email: _____

Policy #: _____

Lessee: Town of Morristown

Signature

Printed Name and Title

**Schedule No. 02
EXHIBIT H**

October 5, 2023

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of July 22, 2015, between Tax-Exempt Leasing Corp. (Lessor) and Town of Morristown (Lessee) and Schedule No. 02 thereto dated as of October 5, 2023.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 02 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: Town of Morristown

Signature

Printed Name and Title

**Schedule No. 02
Exhibit I**

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to Town of Morristown ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated October 5, 2023, Schedule No. 02, as set out in Section 7.01 of said Master Lease Purchase Agreement, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Lessor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement, Schedule No. 02, requires five (5) annual payments in the amount of \$35,694.03 each. As of the date of assignment, five (5) payments remain on the contract. These payments have been assigned to:

*Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747*

FEIN: 23-1237295

(The above should be listed as lien holder on all vehicle titles)

All future payments, however, should be made payable to and forwarded to the following:

*Tax-Exempt Leasing Corp.
P.O. Box 847386
Boston, MA 02284-7386*

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

Lessee: Town of Morristown

Lessor: Tax-Exempt Leasing Corp.

Signature

Signature

Printed Name and Title

Mark M. Zaslavsky, President
Printed Name and Title

Date

Date

Lease Payment Invoice Instructions

Lessee: Town of Morristown

Tax ID#: 03-6000584

Invoice mailing address: Department: _____

 Address: _____

 City: _____

 State: _____ Zip Code: _____

 Contact Name: _____

 Phone Number: _____

 Email: _____

Description to be shown on lease payment invoice: Sidewalk Tractor



SELECTBOARD MEMORANDUM

To: Selectboard
From:
Date: October 16, 2023
Subject: Approve Public Records Inspection, Copying and Transmission Policy

Attachments:

1. Public Records Request DRAFT



Public Record Request Policy Town of Morristown

PURPOSE. The Vermont Public Records Act, 1 V.S.A. §§ 315-320, provides access to a town's public records for inspection and copying unless the records are exempt by law from public access. The Town is authorized under section 316(j) of the Public Records Act to adopt and enforce reasonable rules to prevent disruption of operations in responding to records requests, to preserve the security of public records, and to protect public records from damage. This policy is intended to provide for timely action on requests for public records without unreasonable interruption of operations and to protect the integrity of the Town's public records.

APPLICABILITY. A public record is defined as any written or recorded information, regardless of physical form or characteristic, which is produced or acquired in the course of Town business. Public records, regardless of format, are available for inspection and copying unless there is a specific statute exempting the record from public disclosure. Those records exempt from public inspection and copying are set out at 1 V.S.A. § 317(c). It is the policy of the Town of Morristown that if a record is exempt from public inspection under law, the Custodian will deny requests to inspect or reproduce them.

DEFINITIONS. For purposes of this policy, the following words and/or phrases shall apply:

1. "Agency" means an agency, board, committee, department, branch, instrumentality, commission, or authority of any town.
2. "Custodian" means the person that has charge of custody of public record.
3. "Promptly" means immediately, with little or no delay, and unless otherwise provided, not more than three business days.
4. "Business Day" means a day that the Custodian's office is open to provide services.

PUBLIC RECORD REQUEST FORMS. Not every public record request will necessitate the use of a written request form. However, when a request is made for a public record that is not readily accessible, may be exempt from public access, or may not exist, the requestor will be asked to complete, but is not required to do so except as stated below, a Public Records Request Form designated by the Custodian. If the requestor declines to complete the Public Records Request Form, the Custodian may complete such form. Where a request is likely to result in charges for copying or staff time, the requestor is required to submit a completed Request Form. The Custodian shall retain the original copy of all requests and written responses (if applicable).

INSPECTION OF PUBLIC RECORDS. In responding to a request to inspect or copy a record, the Custodian will consult with the requestor, if necessary, in order to clarify the request or to obtain additional information that will assist the Custodian in responding to the request and in facilitating production of the requested record for inspection or copying. When a requestor seeks a voluminous amount of separate and distinct records, the Custodian may ask the requestor to narrow the scope of the public records request.

Upon receipt of a request to inspect a public record, the Custodian will promptly produce the record for inspection except that:

1. The Custodian will inform the requestor in writing if the record does not exist under the name given by the requestor or by any other name known to the Custodian.
2. If the Custodian withholds the record as exempt from public access, the Custodian will promptly certify this fact in writing to the requestor. The Custodian will identify the record or portion of record withheld, the statutory basis for withholding the record, a brief statement of the reasons and supporting facts for denial and provide the names and titles or positions of each person responsible for denial of the request. The Custodian will also inform the requestor of the right to appeal this determination and direct the requestor as to whom the appeal should be submitted.
3. If the record is in active use or in storage and therefore not readily available at the time of the request, the Custodian will promptly certify this fact in writing to the requestor and set a date and hour within one calendar week of the request when the record will be available for inspection.

The time limits described above may be extended in writing up to ten business days from receipt of the records request based on:

- a. The need to search for and collect requested records from field facilities or other establishments that are separate from the Town Office; or
- b. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request; or
- c. The need for consultation with the Town attorney or other Town officers or departments having a substantial interest in the determination of the request.

If the time limits described above are extended, the Custodian will inform the requestor of such fact in writing, setting forth the reasons for the extension and specifying the date upon which the Custodian will respond to the request.

The Custodian will not withhold any record in its entirety on the basis that it contains some exempt content if the record is otherwise subject to disclosure; instead, the Custodian will redact the information he or she considers to be exempt and produce the record accompanied by an explanation of the basis for denial of the redacted information.

PROTECTION OF PUBLIC RECORDS REQUESTED FOR INSPECTION. In order that all public records in the custody of the Custodian may be protected from damage or loss, such records may only be inspected in locations in the Town Office designated by the Custodian. No public record may be removed from a designated location, marked, altered, defaced, torn, damaged, destroyed, disassembled, or removed from its proper location or order. The Custodian or other staff person may be present during the inspection of a public record. No person shall be allowed to copy a public record using copying equipment other than that owned by the Town unless approved by the Custodian.

When inspection of an electronic record is requested and the inspection of the original electronic record would create a disruption in operations of the Town or would jeopardize the security or condition of the original record, the Custodian will provide an electronic copy of the original record in the format in which the record is maintained, less any exempt information redacted from the record, at no cost to the requestor.

COPIES OF PUBLIC RECORDS. Upon receipt of a request to make a copy of a public record, the Custodian will make and produce a copy subject to the following:

1. **Charges.** Except where otherwise provided by law, the Custodian will charge and collect the following costs for making a copy of a public record:
 - a. The actual cost charge for a copy of a public record as determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges; and
 - b. The cost of staff time associated with complying with a request for a copy of a public record when the time exceeds 30 minutes as that cost is determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges.

All charges for copies and staff time must be paid in full prior to delivery of the requested copies. Upon request, the Custodian will provide an estimate of the cost of making a copy of a public record prior to complying with the request.

2. **Standard formats.** The Custodian will make a copy of a public record in the following standard format:
 - a. For any public record maintained by the Custodian in paper form, the Custodian will make a paper copy of the record.
 - b. For any public record maintained by the Custodian in electronic form, the Custodian will make either a paper printout of the record or an electronic copy of the record in the format in which the record is maintained, as directed by the requestor.

A request for a copy in a format other than those mentioned above is “non-standard.” The Custodian may, at their discretion, but is in no way required to provide a copy of a public record in a non-standard. The requestor will be charged the time involved in producing the record in a non-standard format when the time exceeds 30 minutes as such costs are determined by the Selectboard under 1 V.S.A. § 316(e) or the uniform schedule of charges established by the Secretary of State if the Selectboard fails to establish a uniform schedule of charges.

CREATION OF PUBLIC RECORDS. The Custodian may, at their discretion, but is in no way required to create a public record that does not exist.

TRANSMISSION OF PUBLIC RECORDS. The Custodian may, at their discretion, but is in no way required to transmit a public record.

DENIAL OF A PUBLIC RECORD REQUEST. If the Custodian who is a Department Head denies a public record request in whole or in part, the denial may be appealed to the Town Administrator/Town Manager. If the Custodian is the Town Administrator/Town Manager, the denial may be appealed to the Town Selectboard.

In accordance with 1 V.S.A. § 318(c)(1), a written determination on the appeal will be made within five business days after receipt of the appeal. An appeal decision may be reviewable by the Vermont Superior Court pursuant to 1 V.S.A. § 319.

The foregoing Policy is hereby adopted by the Morristown Selectboard this _____ day
of _____, 2023.

Judy Bickford

Don McDowell

Christopher Palermo

Laura Streets

Richard Craig

Date

Public Record Request Form

Town of Morristown

Pursuant to the Vermont Record Act, 1 V.S.A. §§ 315-320, I hereby request copies of the following public records:

a. _____

b. _____

c. _____

I am addressing this request to you in the belief that you are the custodian of such documents. If you are not the custodian, please forward my request to the proper custodian of such documents and inform me of whom that person is.

I hereby agree to pay reasonable and customary costs for these photocopies.

If the law does not allow me to have access to some of these records, please inform me within three business days, as provided by law, and inform me of the specific exemption that applies to each record or portion of a record being withheld. If an otherwise public record has a portion that is exempt from disclosure, I request that you block out the exempt portion and release a copy of the rest of the document together with a notation of the specific exemption that applies to the portion withheld.

If some or all of my requests are denied, please tell me the title and name of the person responsible for the denial and, as the law requires, please inform me of the appeal procedures available to me and the name of the person to whom an appeal may be made.

I hereby request _____ paper copies _____ electronic copies

Name: _____ Date of Request: _____

Address: _____ Phone Number: _____

Received By: _____



SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Administrative Assistant
Date: October 16, 2023
Subject: Possible Executive Session - Personnel, Contract, Legal

Suggested Motion:

I move to go into Executive Session because I find that premature general public knowledge would clearly place the public body, or a person involved, at a substantial disadvantage.

I move to go into Executive Session to discuss the appointment or employment or evaluation of a public officer or employee subject to T1 V.S.A. § 313 (a)(3). To include Interim Town Administrator, Jason Luneau and Interim Human Resources Director, Tina Sweet; Administrative Assistant, Judi Alberi

I move to go into Executive session because I find that premature general public knowledge of the pending contract negotiations will clearly place the Town at a disadvantage by disclosing its negotiation strategy.

I move to go into Executive session to discuss pending contract negotiations under provisions of Title 1, Section #13(a)(1) of the Vermont Statutes and to include Interim Town Administrator, Jason Luneau and Finance Director, Tina Sweet, Administrative Assistant, Judi Alberi

I move to go into Executive Session because I find that premature general public knowledge of pending or probable civil litigation or prosecution, to which the public body is or may be party, will clearly place the town at a substantial disadvantage by disclosing its negotiation strategy.

I move to go into Executive Session to discuss the pending or probable litigation or prosecution under the provisions of Title 1 section 313 (a) (1) of the Vermont Statutes, to include Interim Town Administrator, Jason Luneau, Finance Director, Tina Sweet.

Attachments:

None