



TOWN OF MORRISTOWN MORRISTOWN DEVELOPMENT FUND

BOARD

MEETING NOTICE & AGENDA

TEGU BUILDING, COMMUNITY MEETING ROOM

43 Portland Street Morrisville, VT 05661

2:00 PM Thursday, August 1, 2024

[Join Zoom Meeting](#) or by phone join via conference call (audio only): 1 (646) 558-8656 | Meeting ID: [810 342 4528](#) | Passcode 05661

I. 2:00PM - CALL TO ORDER

II. 2:01PM - AGENDA CHANGES/ADDITIONS

III. 2:03PM - APPROVE MINUTES

1. Approve Minutes 6-14-23
2. Approve minutes 12-8-22

IV. 2:06 - REVIEW FINANCIALS

1. MDF General Ledger

V. 2:15 - NEW BUSINESS

1. Introduce Brent Raymond
2. MDF Update
 1. Attorney Jim Barlow review of documents

VI. 2:43PM - OLD BUSINESS

VII. 2:45PM - ADJOURN

MORRISTOWN
MORRISTOWN DEVELOPMENT FUND
Tegu Building - Community Meeting Room

MEETING MINUTES
June 14, 2023

Members in attendance: Steve Leach, Peter Merrill, Sam Guy and Mary Ann Wilson

Town Staff: Eric Dodge, Town Administrator

Guest: Atty James Barlow

Steve Leach, Chairperson called the meeting to order 2:00 PM.

- I. AGENDA CHANGES/ADDITIONS:** Discuss new Selectboard liason to MDF .
- II. APPROVE MINUTES:**
Minutes of December 8, 2022 were not available. Action is tabled until the next meeting.
- III. FINANCIALS:** Investment statement of 5/26/2023 shows total of \$506,808.34 invested. Peter will meet with John Youland, Edward Jones advisor for an update on the portfolio.
- IV. NEW BUSINESS:** Bob Beeman has left the Selectboard. A new liason will be appointed by the Selectboard at their June 20th meeting.
- V. OLD BUSINESS:**
Atty Barlow presented the final versions of the documents to be submitted to the Selectboard:
1. Corporate resolution to dissolve MDF, Inc.
 2. An agreement to transfer the assets from MDF, Inc. to the Town of Morristown.
 3. A request for proposals from qualified lenders to provide loan services for the new MDF.
 4. Revolving Loan Program Guidelines edited by Atty Barlow and Peter to establish more professional guidelines, especially as it pertains to loan servicing and limiting loans to 10% of the total balance of the MDF funds.
- Jim and Peter will prepare the board's presentation to the Selectboard for their meeting on August 21, 2023.
- VI. ADJOURNED:** With no other business to come before the board, the meeting was adjourned at 3:15 PM upon motion..

Respectfully submitted,
Mary Ann Wilson, Scribe

Account/Description	Budget	Encumbrance	Balance

310-00-0100 CASH ON HAND			
310-00-0100-03.00 Invest- UB - M/Mkt	0.00	0.00	8,697.23
310-00-0100-04.00 Investments-E.Jones	0.00	0.00	509,924.82
310-00-0100-04.10 Invest-Cash & Liquid	0.00	0.00	0.00

Total CASH ON HAND	0.00	0.00	518,622.05

310-00-0200-01.00 Accrued Interest	0.00	0.00	0.00
310-00-0240 NOTES RECEIVABLES			
310-00-0240-12.00 Loan Rec-VT Peanut Butter	0.00	0.00	68,912.84
310-00-0240-14.00 Loan Rec-Pizza on Main	0.00	0.00	0.00

Total NOTES RECEIVABLES	0.00	0.00	68,912.84

310-00-0250-00.00 Due To/From Other Funds	0.00	0.00	0.00
310-00-0500-00.00 Accounts Receivable	0.00	0.00	6,892.38
310-00-0500-00.01 Allowance for Doubtful Ac	0.00	0.00	-75,805.22

Total Assets	0.00	0.00	518,622.05

310-00-1001-00.00 Accounts Payable	0.00	0.00	0.00
310-00-1001-00.01 Deferred Loans Receivable	0.00	0.00	0.00

Total Liabilities	0.00	0.00	0.00

310-00-1800-00.00 Fund Balance - Unassigned	0.00	0.00	0.00
310-00-1800-00.02 Fund Bal-Non-Spendable	0.00	0.00	0.00
310-00-1800-00.03 Fund Balance - Restricted	0.00	0.00	520,948.21

Total Fund Balance	0.00	0.00	520,948.21

Account/Description	Estimated Revenue	Applied for	Received To Date	Uncollected Balance	MTD Revenue

310-02-2300 FEES					
310-02-2300-01.01 Application Fee	0.00	0.00	0.00	0.00	0.00
310-02-2300-01.02 Origination Fee	0.00	0.00	0.00	0.00	0.00
310-02-2300-01.03 Legal Fees	0.00	0.00	0.00	0.00	0.00

Total FEES	0.00	0.00	0.00	0.00	0.00

310-02-2930 INVESTMENT INCOME					
310-02-2930-00.00 Interest Earned-M/Mkt	0.00	0.00	11.26	-11.26	1.06
310-02-2930-00.01 Investment Income - E Jon	0.00	0.00	15,636.56	-15,636.56	1,425.41
310-02-2930-00.03 Unrealized Gains (Losses)	0.00	0.00	0.00	0.00	0.00
310-02-2930-00.04 Gain (Loss) on Market Val	0.00	0.00	-17,973.98	17,973.98	-25,984.07
310-02-2930-00.05 Interest - Edward Jones	0.00	0.00	0.00	0.00	0.00
310-02-2930-00.10 Loan Repayments	0.00	0.00	0.00	0.00	0.00

Account/Description	Estimated Revenue	Applied for	Received To Date	Uncollected Balance	MTD Revenue
310-02-2930-01.12 Interest Earned-VT Peanut	0.00	0.00	0.00	0.00	0.00
310-02-2930-01.14 Interest Earned-Pizza on	0.00	0.00	0.00	0.00	0.00
310-02-2930-01.15 Interest Earned-MoTown Mu	0.00	0.00	0.00	0.00	0.00
Total INVESTMENT INCOME	0.00	0.00	-2,326.16	2,326.16	-24,557.60
Total Revenues	0.00	0.00	-2,326.16	2,326.16	-24,557.60

Account/Description	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	MTD Expenditures
310-80-8000 ADMINISTRATIVE					
310-80-8000-00.01 Loan Disbursement	0.00	0.00	0.00	0.00	0.00
310-80-8000-56.00 Other Purchased Services	0.00	0.00	0.00	0.00	0.00
310-80-8000-60.00 Professional Services	0.00	0.00	0.00	0.00	0.00
Total ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00
310-80-8900 MISCELLANEOUS					
310-80-8900-24.00 Bank Service Charges	0.00	0.00	0.00	0.00	0.00
310-80-8900-26.00 Fee Expense	0.00	0.00	0.00	0.00	0.00
310-80-8900-30.00 Donations Given	0.00	0.00	0.00	0.00	0.00
Total MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
310-90-3900 UNCOLLECTIBLE DEBT EXP					
310-90-3900-99.00 Bad Debt Expense	0.00	0.00	0.00	0.00	0.00
Total UNCOLLECTIBLE DEBT EXP	0.00	0.00	0.00	0.00	0.00
310-90-9900-95.00 Transfer to Town	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00
Total M'TOWN DEVELOPMENT FUND	0.00	0.00	0.00	0.00	0.00

Total Debits: 612,401.25 Total Credits: 612,401.25

TOWN OF MORRISTOWN
SELECTBOARD RESOLUTION
REGARDING THE ESTABLISHMENT OF THE
MORRISTOWN DEVELOPMENT FUND LOAN ADVISORY COMMITTEE

WHEREAS, the Town of Morristown operates the Morristown Development Fund, a revolving loan fund; and

WHEREAS, the objectives of the Morristown Development Fund are to improve, stimulate, and maintain Morristown's economic and physical environment by creating and retaining employment, with its principal focus to benefit persons of low to moderate income, and

WHEREAS, the Morristown Selectboard serves as the governing board of the Morristown Development Fund; and

WHEREAS, the Selectboard desires to establish a Loan Advisory Committee to oversee all loan applications submitted to the Morristown Development Fund and assist and make recommendations to the Morristown Selectboard on loan applications.

NOW THEREFORE BE IT RESOLVED:

A. Committee Membership. The Morristown Development Fund (MDF) Loan Advisory Committee shall be comprised of one Morristown Selectboard member and four at-large members appointed by the Selectboard for their competence and interest in economic development activities. MDF Loan Advisory Committee members shall be Morristown residents with business and financial knowledge and experience, though they need not have commercial lending experience.

B. Terms. The Selectboard member of the MDF Loan Advisory Committee shall be appointed annually. The four at-large members shall be initially appointed to the following terms: one for one year, one for two years, one for three years, and one for four years. Thereafter, at-large members shall be appointed for three-year terms. If a member cannot serve a full term, the

Selectboard shall appoint a person to complete the unexpired portion of that term. The initial at-large members shall be:

Four Year Term

Three Year Term

Two Year Term

One Year Term

C. Officers and Staff. The MDF Loan Advisory Committee shall annually elect a Chair and Vice Chair. In addition, the Morristown Town Administrator shall serve as staff to the MDF Loan Advisory Committee.

D. Authority. The MDF Loan Advisory Committee shall have the authority, as outlined in the Morristown Development Fund Revolving Loan Program Guidelines, to act on all loan applications and carry out those additional responsibilities assigned to the Committee in the Revolving Loan Program Guidelines.

E. Quorum. The MDF Loan Advisory Committee's quorum shall be three (3) members. Applications for loans shall be recommended for approval by at least three (3) affirmative votes. Votes of the MDF Loan Advisory Committee shall be recorded and reported to the Selectboard.

Dated at Morristown, Vermont this ____ day of _____, 2022.

_____, Chair

DRAFT

MORRISTOWN DEVELOPMENT FUND **REVOLVING LOAN PROGRAM GUIDELINES**

1. Introduction

The Morristown Development Fund (MDF) was established in 1986 with revenue received by the Town of Morristown from the Vermont Community Development Program. In _____, 2022, responsibility for the Morristown Development Fund was transferred from Morristown Development Fund Inc. to the Town of Morristown.

The Morristown Selectboard serves as the governing board of the Morristown Development Fund. The Selectboard has established an MDF Loan Advisory Committee to assist it in reviewing loan requests and assessing ongoing borrower financial strength and will retain a Loan Servicer as defined below to assist it in the administration and servicing of all loans. The Selectboard retains full authority and responsibility for all decisions related to the granting, future modification and collection of all loans made by the MDF.

2. MDF Loan Advisory Committee

A. Committee Membership. The MDF Loan Advisory Committee is comprised of one Morristown Selectboard member and four at-large members appointed by the Selectboard for their competence and interest in economic development activities. MDF Loan Advisory Committee members are Morristown residents with business and financial knowledge and experience, though they need not have commercial lending experience.

B. Terms. The Selectboard member of the MDF Loan Advisory Committee is appointed annually. The at-large members have been initially appointed on the following schedule: one for one year, one for two years, one for three years, and one for four years. Thereafter, at-large members shall be appointed for three-year terms. If a member cannot serve a full term, the Selectboard appoints a person to complete the unexpired portion of that term.

C. Quorum. The MDF Loan Advisory Committee's quorum shall be three (3) members. Applications for loans shall be recommended for approval by at least three (3) affirmative votes. Votes of the MDF Loan Advisory Committee shall be recorded and reported to the Selectboard

D. Officers and Staff. The MDF Loan Advisory Committee shall annually elect a Chair and Vice Chair. The Morristown Town Administrator shall serve as staff to the Loan Advisory Committee.

E. Responsibilities and Authority. The MDF Loan Advisory Committee shall review each loan application to determine whether the proposed loan meets the lending parameters of the MDF and to assess borrower creditworthiness. Once a loan is made the MDF Loan Advisory Committee will review financial information periodically provided by the borrower to assess the borrower's ongoing financial strength and to make recommendations to the Selectboard as necessary. While the MDF Loan Advisory Committee will have the authority to reject any

application pursuant to Section 6 B below, initial loan applications and any future modification requests or loan collection decisions may only be approved by the Selectboard.

E. Liability: Members of the MDF Loan Advisory Committee serve on a part-time volunteer basis and absent their own gross negligence or willful misconduct, shall have no liability any loan made by the MDF and will be fully indemnified by the Town against any claims or costs arising as a result of the services they provide.

3. Loan Servicer

The Selectboard shall retain a local lending institution (the “Loan Servicer”) to perform loan closing, servicing, monitoring, collection, and consultation services in exchange for a fee to be negotiated. The Loan Servicer will perform its duties with the same standard of care it employs in the conduct of its own lending activities.

4. The Revolving Loan Fund

A. Objectives. The MDF is operated as a revolving loan fund. The objectives of the MDF are to improve, stimulate, and maintain Morristown's economic and physical environment by creating and retaining employment with its principal focus to benefit persons of low to moderate income. The MDF also assists in stabilizing the local tax base by stimulating new private investment in the Town's small and medium-sized business sector by offering to local growing businesses otherwise unavailable financing. Under exceptional circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard may approve the use of funds directly by the Town or as a grant for private sector development.

B. Borrower Eligibility. The applicant must demonstrate to the MDF Loan Advisory Committee's satisfaction a commitment, intent, and ability to repay the loan. The borrower must operate a business in Morristown and propose to use the borrowed funds for the portion of the business in Morristown, or the borrower must show that Morristown residents will be the primary beneficiaries of the loan. The borrower must be current on Morristown taxes and have a satisfactory credit history.

C. Eligible Activities. The MDF will be used for any legitimate business need that meets the Fund objectives described above.

D. Security. The MDF Loan Advisory Committee will recommend loan terms including required loan collateral and/or guarantees on a case-by-case basis. Typically, all available business assets of the applicant will secure loans made using MDF funds. Where necessary and desirable loans may be secured or partially secured by junior liens on assets pledged to other lenders. Guarantees and personal assets or assets of any related affiliate of the borrower may be utilized if the applicant's business assets are inadequate or unverifiable or if the failure to include as collateral the personal assets or assets of the affiliate would create an unnecessary or unacceptable risk of collection or enforcement. Need for co-signers and other specific security arrangements may be made as a condition of recommending loan approval by the MDF Loan Advisory Committee. At a minimum, a personal guarantee of loans shall be required by all business owners having 20% or greater interest in the business.

E. Types of Loans. The MDF Loan Advisory Committee shall consider, but not be limited to, fully amortizing loans with fixed interest rates. Generally, loan terms will be for no more than five to ten years. This may be modified for real estate secured loans, where longer terms may be considered.

F. Funding Limits. Generally, loans shall be limited to ten percent of the total balance of the MDF funds. No limit is set on the amount of funds sought by the applicant. However, at its discretion, the MDF Loan Advisory Committee may recommend funding at or below the amount requested.

5. Loan Application Procedures

All loan requests must be accompanied by the MDF application form and the items below. The form will require the applicant to provide a personal financial statement and authorize a review of the applicant's credit standing. In addition, a credit report will be obtained. The application must include the following items:

A. Project Description. The applicant must describe the purposes for which the loan will be used, the total project cost, other funding sources, and the amount requested.

B. Business Plan. The application must describe the short and long-term goals of the business, including the business environment, size and character of the market, major competitors, significant customers, uniqueness of product or service, particular skill of borrower, general marketing and production plan, location, key personnel, and management plan.

C. Financial Information. The applicant must provide financial statements for three years past and projections for at least two years forward.

D. Tax Returns: Tax returns for the borrower and any guarantors must be provided for the most recent three tax years. Exceptions may be made for borrowers in business for less than three tax years.

E. Equipment. When applicable, the application must include the land, buildings, equipment, and other items to be purchased.

F. Number of Jobs. The application must indicate the number of jobs to be created or retained and a statement of the benefit to the Town.

G. Application Fee. An application fee will be payable to the Town of Morristown at the time of application submission. The fee is non-refundable and covers the cost of the credit report and processing.

6. Insurance

The following types of insurance may be required from the borrowers, depending on the Town's insurable interest:

A. Homeowner's or Property/Casualty Insurance sufficient to cover the amount of all mortgages and liens, including the Morristown Development Fund loan.

B. Flood Hazard Insurance for all loans made for improvements of properties existing within the standard, intermediate flood plain (100-year flood plain), at least in the amount of the Morristown Development Fund loan.

C. Business Liability Insurance may be required by any recipient of loan funds.

D. Keyman life insurance may be required on the principals in the loan amount naming the Town of Morristown as beneficiary and assignee.

For all insurance on the property, notification shall be sent to the insurance carrier to add the Town of Morristown as a loss payee. Subsequent yearly notification of continued coverage must be sent to the Town.

7. Loan Application Decisions

A. All applications will be reviewed by the MDF Loan Advisory Committee on a case-by-case basis.

B. An application may be recommended to the Selectboard for approval, subject to the MDF Loan Advisory Committee's terms and conditions. The MDF Loan Advisory Committee may decline an application for any reason or reasons which represent a reasonable determination that the approval of the application would not meet the MDF objectives and/or would not represent an appropriate or prudent use of MDF funds. In such instances, the applicant will be notified in writing of the reason(s) for disapproval.

8. Loan Closing, Service, and Documentation

A. The Town shall provide the Loan Servicer with a copy of the approved application and a detailed term sheet which includes all relevant loan terms including the approved loan amount, required collateral, and all other terms and conditions as well as the name(s) of the attorneys and any other professionals involved in the loan closing. The loan servicer will coordinate all aspects of the loan closing including the receipt and filing of all required documents.

B. All closing costs, including but not limited to prepaid interest, title search, appraisal, recording, uniform commercial code (UCC) preparation and filing, legal opinions, security documents, and other miscellaneous costs, will be the financial responsibility of the applicant and may be included in the loan amount. Regardless of the final disposition of the request for funds, the applicant will pay the non-reimbursable application fee.

C. Loan payments will be made to the Loan Servicer for the account of the Town of Morristown according to the loan terms.

9. Financial Reporting: Copies of all required reporting documents will be provided to the MDF Loan Advisory Committee, the Loan Servicer and the Town of Morristown.

A. Financial Statements: Borrowers must provide quarterly internally-prepared financial statements and when required by the loan terms, annual accountant-prepared financial statements.

B. Tax Returns: Borrowers and any guarantors will provide copies of their annual tax returns

10. Loan Refinancing and Restructuring

Refinancing, restructuring, and recasting of loans may be considered when the borrower's financial situation has changed since the closing of the loan. The decision regarding any loan restructuring must be approved by the Morristown Selectboard upon recommendation of the MDF Loan Advisory Committee.

11. Non-Discrimination

The Town of Morristown Selectboard and the MDF Loan Advisory Committee shall not discriminate based on race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability in their lending practices.

12. Confidentiality

To the extent authorized by law, all information obtained while processing an application shall be held in strict confidence by the MDF Loan Advisory Committee, the Morristown Selectboard, and the Town of Morristown staff. At no time shall an applicant's information be disclosed to anyone outside these groups without the applicant's consent.

13. Conflicts of Interest

A. Conflicts and the appearance of conflicts of interest shall be avoided to assure public confidence in the operation of the Morristown Development Fund.

B. No MDF Loan Advisory Committee member, Morristown Selectboard member, or Town of Morristown staff person shall participate in any decision concerning matters in which he or she, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother or sister in law, business associate, employer or employee has a direct or indirect financial interest.

14. Amendments

Amendments to these Revolving Loan Program Guidelines may be proposed at any time by the MDF Loan Advisory Committee and approved by the Morristown Selectboard.

Dated at Morristown, Vermont this ____ day of _____, 2023.

_____, Chair

DRAFT 3

REQUEST FOR PROPOSALS
LOAN SERVICES – MORRISTOWN DEVELOPMENT FUND
_____, 2023

The Town of Morristown requests written proposals from qualified lenders in the Lamoille County, Vermont area, to provide services to the Town for loans made by the Morristown Development Fund (MDF), as set forth below.

Background

The Morristown Development Fund is a revolving loan fund established in 1986 with revenue received from the Vermont Community Development Program. In _____, 2023, responsibility for the Morristown Development Fund was transferred from Morristown Development Fund Inc. to the Town of Morristown. The balance of the Morristown Development Funds is approximately \$_____. Historically, loans made by the Morristown Development Fund have ranged from \$_____ to \$_____.

The Morristown Selectboard serves as the governing board of the Morristown Development Fund. In addition, the Selectboard has established an MDF Loan Advisory Committee to assist it in reviewing loan requests and assessing ongoing borrower financial strength.

The objectives of the Morristown Development Fund are to improve, stimulate, and maintain Morristown's economic and physical environment by creating and retaining employment, with its principal focus on benefiting persons of low to moderate income.

Proposed Scope of Services

The Town is requesting written proposals from qualified lenders to provide services in conjunction with service loans made by the Morristown Development Fund. The successful candidate will assume all responsibilities required under an agreement for servicing these loans, including but not limited to the following:

- **Loan Closing.** Once the Selectboard has approved an MDF loan, the servicer will manage the closing of the loan, including: (1) coordinating with the Selectboard, borrower, attorneys, and other interested parties, (2) ensuring that all necessary documents are signed and filed as required, and (3) obtaining and disbursing funds as required by the loan terms.
- **Loan Servicing.** The servicer shall set up each MDF loan on its system and will be responsible for: (1) tracking accrued interest and required principal payments, (2) billing and receiving payments, and (3) providing regular loan statements to the borrower, the MDF Loan Advisory Committee and the Town.

- **Loan Monitoring:** The servicer will ensure that all financial and other reporting to be provided by the borrower is received in a timely manner and will promptly notify the MDF Loan Advisory Committee and the Town of any failure by the borrower to provide such information.
- **Loan Collection.** The servicer will promptly notify the MDF Loan Advisory Committee and the Town in the event of a default the servicer learns of in providing services to the Town. Once a course of action is determined by the Selectboard, the servicer will work with the Selectboard and its attorneys and other advisors to implement the agreed course of action, which may include such things as the sending of default notices or demand letters, the commencement of legal proceedings and coordinating the closing of any settlement agreements.
- **Consultation.** On an as-requested basis, the servicer will consult with the MDF Loan Advisory Committee and the Selectboard regarding all matters relating to making, administering, monitoring, and collecting each loan.

Evaluation Criteria

Candidates will generally be considered based on their response to this RFP, additional written information as requested by the Town, and interviews, if any, and will be evaluated against the following criteria:

- Reputation and experience.
- Responsiveness to the Town's needs.
- Experience with other community revolving loan funds.
- Competitiveness of proposed cost.

Requested Information

Each respondent to the RFP must provide the following information:

- A brief description of your company and its experience providing the loan closing, servicing, monitoring, collection, and consultation services requested by the Town.
- Provide a fixed or flat rate fee based on the services described in this RFP. Please provide an alternative fee structure if your company would like to suggest one.
- Describe any material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions, or law enforcement activities (including those by federal, state, or local authorities or self-regulatory organizations) relating to your company.
- Describe whether you foresee any potential conflicts of interest arising from providing loan services to the Town of Morristown. If so, describe how you would address potential conflicts of interest.

- Furnish evidence of the company's applicable liability insurance to provide the services described in this RFP, including an errors and omissions policy and an adequate blanket fidelity bond on all employees handling borrower/investor funds, monies, documents, and papers. In addition, provide current documentation regarding your firm's general liability, workers' compensation, umbrella liability, and professional liability insurance.

Your company may be requested to present to the Morristown Selectboard and the MDF Loan Advisory Committee as part of this RFP.

Submission of Responses

The following requirements must be observed in the preparation and submission of a proposal:

- All inquiries should be directed to Eric Dodge, Morristown Town Administrator, edodge@morristownvt.org no later than _____, 2023.
- Submissions must be sent electronically to edodge@morristownvt.org no later than _____, 2023.
- Responses must include a cover letter signed by an individual authorized to enter into an agreement with the Town of Morristown on behalf of the company, which must specify that your firm is submitting a response to this RFP for loan services.

Reservations

The Town of Morristown reserves the right to:

- Reject any and all proposals received in response to this request.
- Negotiate the fees contained in any proposal.
- Waive or modify any irregularities in proposals received.
- Award contracts in any manner necessary to serve the best interest of the Town of Morristown and the Morristown Development Fund without obligation to accept a proposal based upon the lowest fee.
- Request additional information as determined necessary or request some or all firms responding to make oral presentations.

The approved firm will execute a contract satisfactory to the Town and agree that it will comply with the provisions of Vermont Statutes Annotated applicable to contracts with the Town.

MORRISTOWN DEVELOPMENT FUND
ASSET TRANSFER AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into by and between the Town of Morristown, a municipal corporation in the County of Lamoille and State of Vermont (the “Town”) and Morristown Development Fund, Inc., a Vermont non-profit with its principal place of business at 582 Laporte Road, Morristown, Vermont (“MDF Inc.”)

WHEREAS, MDF Inc. was incorporated on November 11, 1987 for the purpose of administering a revolving loan fund capitalized with funds received by the Town from the Vermont Community Development Program; (the “Morristown Development Fund”); and

WHEREAS, the purpose of the Morristown Development Fund has been to improve, stimulate, and maintain the economic and physical environment of Morristown by creating and retaining employment with its principal focus to benefit persons who are of low and moderate income; and

WHEREAS, the MDF Inc. Board of Directors conducted a meeting on _____, 2022 at which there was considered and approved a resolution to dissolve the MDF Inc. and to transfer the Morristown Development Fund and all assets and liabilities held or owned by MDF, Inc. to the Town; and

WHEREAS, the MDF Inc. Board of Directors and the Morristown Selectboard have concluded certain discussions and understandings with respect to the transfer of the Fund and other assets held or owned by MDF Inc. to the Town and intend by these presents to memorialize such agreements and understandings.

NOW, THEREFORE, intending to be bound hereby, MDF Inc. and the Town mutually agree as follows:

- (1) Simultaneously with the execution of this Agreement and subject to the terms and conditions set forth herein, MDF Inc. shall assign, transfer, convey and deliver to the Town, and the Town shall accept from the MDF Inc., all of MDF Inc.’s right, title and interest in the assets of MDF Inc. (the “Assets”). The Assets include, without limitation, the following:

- (a) The Morristown Development Fund, being comprised of the following:

1. Edward Jones investment account no. _____, having a principal balance, as of the date of this Agreement of \$_____.
2. Money Market account no. _____, having a principal balance, as of the date of this Agreement of \$_____.
3. _____

- (b) All other funds, moneys, and assets held or owned by MDF Inc.

- (c) All books and records of MDF Inc.

- (2) The Morristown Development Fund and other assets transferred hereunder shall be used by the Town as a revolving loan fund. The objectives of the Morristown Development Fund shall be to improve, stimulate, and maintain Morristown's economic and physical environment by creating and retaining employment with its principal focus to benefit persons of low to moderate income. The Morristown Development Fund will assist in stabilizing the local tax base by stimulating new private investment in

the Town's small and medium-sized business sector by offering to local growing businesses otherwise unavailable financing. Under exceptional circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard may approve the use of funds directly by the Town or as a grant for private sector development.

- (3) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement at the Morristown Town Office on _____, 2022, or at such other time and/or place as shall be mutually agreed upon by the Town and the MDF Inc. At the Closing, the MDF Inc. shall deliver the Assets to the Town and shall execute all such documents as are necessary to assign and transfer the Assets to the Town.
- (4) MDF Inc. represents and warrants to the Town that the statements set forth below are true and correct as of the date hereof:
 - (a) MDF Inc. has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.
 - (b) The execution, delivery and performance by MDF Inc. of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of MDF Inc.
 - (c) No consent, approval, waiver or authorization is required to be obtained by MDF Inc. from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by MDF Inc. and the consummation of the transactions contemplated hereby.
 - (d) There are no claims, demands, litigation, or governmental investigations pending, or to MDF Inc.'s knowledge threatened against MDF Inc.
- (5) If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.
- (6) This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the statements in the body of this Agreement will control.
- (7) This Agreement may be amended, modified or supplemented, and any provision hereof shall be waived, only by an agreement in writing signed by each party hereto. No delay in exercising any right or remedy hereunder shall be construed as a waiver thereof.
- (8) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.
- (9) The parties agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
- (10) The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized officers on the dates set forth opposite their respective signatures.

Town of Morristown

By: _____
Robert Beeman, Selectboard Chair and Duly Authorized Agent

Morristown Development Fund, Inc.

By: _____
Steven Leach, President and Duly Authorized Agent