



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

On Zoom and at 43 Portland St. Morrisville, VT 05661
5:30 PM Monday, December 2, 2024

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

The meeting will be live streamed on the Town of Morristown's website:

<https://www.morristownvt.gov/community/page/meetings-agendas-minutes> and on [Town GMATV YouTube Channel](#) when possible

I. 5:30PM - CALL SELECTBOARD MEETING TO ORDER

II. 5:31PM - AGENDA CHANGES/ADDITIONS

III. 5:32PM - JOINT MEETING SB & MDF BOARD

1. Consideration to approve and sign MDF Documents

IV. 5:55PM - APPROVE MINUTES

1. Approve minutes of 11-18-24

V. 5:58PM - NEW BUSINESS

1. Consider application for ROW permit - Eurofins Environment Testing
2. Discuss Housing Committee letter to the Selectboard
3. Lamoille County Planning Commission - Tasha Wallis
4. Considering the Appointment of Hilary Warner to the MCC
5. Consideration to offer support for VT Dept of Forests, Parks, & Recreation acquisition of the Elmore Mountain parcel in the Town of Morristown.
6. Consideration of Morristown Conservation Commission article for the Town Meeting March 2025

VI. 6:40PM - OLD BUSINESS

VII. 6:42PM - APPROVE WARRANTS

VIII. 6:45PM - COMMUNITY COMMENTS

IX. 6:55PM - SCHEDULE

1. Wednesday, December 4, 2024 - SB Workshop - 4:00PM - 9:00PM
Monday, December 16, 2024 - SB Meeting - 5:30PM
Saturday, January 4, 2025 - SB Community Meeting Day - PIE FOR BREAKFAST - PA Gym 8:00AM - Noon

X. 6:56PM - OTHER BUSINESS

XI. 7:00PM - ADJOURN

**MORRISTOWN DEVELOPMENT FUND INC.
CORPORATE RESOLUTION**

We the undersigned, being the Directors of Morristown Development Fund Inc., consent and agree that Morristown Development Fund Inc. shall be dissolved in accordance with the provisions of Title 11B, Chapter 14, of the Vermont Statutes Annotated, and the President be duly authorized to take all such actions as may be required to accomplish the same, including without limitation, executing such documents as may be required or appropriate to effectuate the transfer of all assets of Morristown Development Fund Inc. to the Town of Morristown, Vermont.

Director Signature

Printed Name

Date

Director Signature

Printed Name

Date

Director Signature

Printed Name

Date

Director Signature

Printed Name

Date

Director Signature

Printed Name

Date

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 43 Portland Street, 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 _____, 2024 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.

- (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 _____, 2024, 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: _____
Donald McDowell, Selectboard Chair and Duly
Authorized Agent

Morristown Development Fund, Inc.

By: _____
Steven Leach, Chair and Duly Authorized Agent

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 Manager and Treasurer 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 _____, 2024.

Donald McDowell, Chair

Christopher Palermo, Vice Chair

Laura Streets

Richard Craig

George Cormier

Donald McDowell, Chair

DRAFT

MORRISTOWN DEVELOPMENT FUND **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 _____, 2024, 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 Manager and Treasurer 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 ~~annually~~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 7 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 for 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 advise the MDF Loan Advisory Committee regarding the creditworthiness of applicants and 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 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.

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, or plan to 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. However, at its discretion, the MDF Loan Advisory Committee may recommend funding above 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 ~~shall~~**may** be required by any recipient of loan funds.

D. Key person 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, and any loan closing, service, and documentation fees incurred.

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 from an applicant 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 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 _____, 2024.

Donald McDowell, Chair

Christopher Palermo, Vice Chair

Laura Streets

Richard Craig

George Cormier

DRAFT



REQUEST FOR PROPOSALS

LOAN SERVICES – MORRISTOWN DEVELOPMENT FUND _____, 2024

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

Background

The Morrystown Development Fund is a revolving loan fund established in 1986 with revenue received from the Vermont Community Development Program. In _____, 2024, responsibility for the Morrystown Development Fund was transferred from Morrystown Development Fund Inc. to the Town of Morrystown. The balance of the Morrystown Development Funds is approximately \$_____. Historically, loans made by the Morrystown Development Fund have ranged from \$_____ to \$_____.

The Morrystown Selectboard serves as the governing board of the Morrystown 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 Morrystown Development Fund are to improve, stimulate, and maintain Morrystown'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 Morrystown 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 the Selectboard's 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 advise the MDF Loan Advisory Committee regarding the creditworthiness of applicants and 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 Brent Raymond, Morristown Town Manager, braymond@morristownvt.gov no later than _____, 2024.
- Submissions must be sent electronically to braymond@morristownvt.gov no later than _____, 2024.
- 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 Morrilltown 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 Morrilltown and the Morrilltown 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.



**SELECTBOARD MEETING MINUTES
OF NOVEMBER 18, 2024**

Members: Don McDowell*, Christopher Palermo, Laura Streets*, Richard Craig, George Cormier

Absent:

ADMINISTRATION and STAFF: Brent Raymond, Town Manager; Judi Alberi, Executive Assistant

PARTICIPANTS/GUESTS: Charles Burnham, Alexander Cyr, Jamie Jaret, Dani Martinez, Jerry Throne, Martin Green

**participating via Zoom*

5:30PM - CALL SELECTBOARD MEETING TO ORDER

Chris Palermo called the Selectboard Meeting to order at 5:36 PM at the Tegu Building.

5:31PM - AGENDA CHANGES/ADDITIONS

None

5:32PM - APPROVE MINUTES

1. Approve minutes of 10-28-24 Informational Meeting

Motion made by George Cormier to approve the minutes of the 10-28-24 Informational Meeting.

Motion seconded by Don McDowell. Motion carried by roll call. (4/0/1). Richard Craig abstained

5:35PM - NEW BUSINESS

1. Consideration of Errors and Omissions Certificate - Charlie Burnham

Charlie Burnham presented the Errors and Omissions Certificate to RMN Properties, LLC and 165 Beacon Hill, LLC, owners due to clerical errors.

Motion made by George Cormier to approve the Errors and Omissions Certificate as presented.

Motion seconded by Richard Craig. Motion carried by roll call (5/0).

2. Consideration of Private Road naming - Joseph Street

Motion made by George Cormier to approve the private road named Joesph Street and authorize the Vice Chair to sign on behalf of the Selectboard. Motion seconded by Richard Craig. Motion carried by roll call (5/0).

3. MERP Implementation Grant Award \$171,476.44

Brent Raymond reported that he and the LCPC worked together on the MERP grant, and the Department of Buildings and General Services (BGS) has approved our application for funding in the amount of \$171,476.44 through the MERP Implementation Grant program. This grant will help our municipality increase energy resilience, reduce energy use and operating costs, and curb greenhouse

gas emissions in our municipal buildings. This is a great opportunity for our municipality to lead by example in energy efficiency and sustainability. The Selectboard thanked Brent Reynolds, Judi Alberi and all those who worked to make this happen. The initial application requested funds totaling \$137,214 for energy conservation measures and \$9,010 for ADA improvements.

4. Consideration of revised Work in the Right-of-Way Policy

Carrie Johnson, Project Manager, and Brent Raymond have been reviewing various policies and ordinances that are in need of updating. The revised Work in the Right of Way policy was presented to the Selectboard this evening. Questions were raised in regard to general liability insurance by Jerry Throne, a community member with a varied background in engineering. After the insurance specifications are determined, this item will be returned to the Selectboard.

5:55PM - OLD BUSINESS

None

5:56PM - APPROVE WARRANTS

Motion made by Richard Craig to approve the warrants. Motion seconded by George Cormier. Motion carried by roll call (3/0/2) Laura Streets and Don McDowell abstained as they were present by Zoom.

6:00PM - COMMUNITY COMMENTS

Jerry Throne suggested the insurance coverage be increased for the Right-of-Way policies. James Brewster suggested that the town manager report monthly on his activities.

6:10PM - SCHEDULE

1. Upcoming Schedule:

- a. Monday, December 2, 2024 - SB & MDF Joint Meeting - 5:30PM (SB Meeting to continue following)**
- b. Wednesday, December 4, 2024 - SB Workshop- 4:00PM- 9:00PM (Rescheduled from Nov 20th)**
- c. Monday, December 16, 2024 - SB Meeting - 5:30PM**

6:15PM - OTHER BUSINESS

None

6:30PM - ADJOURN

Motion made by George Cormier to adjourn. Motion seconded by Richard Craig. Motion carried by roll call. (5/0)

Meeting adjourned at 6:08 pm

Submitted and filed this 11/18/2024.

Bonnie McDermott, Scribe

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



Application for Right of Way Permit

Copies of the Town of Morristown Right Way Excavation and Obstructions Policy are available from the Select Board Office.

Tax Map Number: Railroad Street & Pleasant Street / Portland Street Permit Number: _____

Applicant Name: Eurofins Environment Testing Northeast, LLC.

Mailing Address: 51 Antrim Avenue, Concord NH 03301

911 Location: _____

Phone Number: Day 603-520-5881 Evening: _____

Work Commencement Date: 12/06/2024 Estimated Date of Completion: 12/06/2024

Description of Work to be Performed: Advance two, approximately 3" diameter soil borings through the paved roadway using a Geoprobe Direct-Push drill rig on rubber tracks to install two soil vapor sample points at the request of the Vermont Department of Environmental Conservation. Borings will be advanced no deeper than 10 ft below grade. Surface completions will consist of a flush-mount road box set in a small concrete apron. One soil vapor point to be installed at the corner of Railroad St & Pleasant St and a second soil vapor point to be installed in Portland St parking space near the front of 110 Portland St building.

The undersigned request a permit to work within the Town Right of Way in accordance with the Town of Morristown Right of Way Excavations and Obstructions Policy to serve the Applicant's property, located on the side of the Town Highway number 532 / 533. The name of this road or street is Railroad Street&Pleasant Street / Portland St. The proposed work will be located approximately 15 feet or miles from the intersection of this road/street with Railroad Street&Pleasant Street / Portland St road. The Applicant agrees to adhere to requirements of the **TOWN OF MORRISTOWN RIGHT OF WAY EXCAVATION AND OBSTRUCTIONS POLICY** and the directions, restrictions, and conditions forming a part of this permit application. Dated at _____, VT this _____ day of _____, 20_____.

Signature of Applicant: Jeffrey Gagne Digitally signed by Jeffrey Gagne
Date: 2024.11.18 14:14:45-05'00', or Agent: _____

Instructions: in addition to completing this application, a site visit must be scheduled with the Highway Superintendent or their designee. The Superintendent can be reached at 888-6369/371-9103.
#####

RIGHT OF WAY EXCAVATION AND OBSTRUCTIONS PERMIT

All work within the right of way must be conducted in accordance with the Town of Morristown Right of Way Excavation and Obstructions Policy. Prior to final approval, all work must be inspected by the Highway Superintendent or their designee. This permit may be revoked at any time in the event of misrepresentations on this application or failure to meet the directions, restrictions or conditions of this permit.

This application is DENIED: _____

This Application is APPROVED: _____

Restrictions, directions and/or conditions: _____

Dated at _____, VT this day of _____, 20_____.

Signed _____ Title _____ Expirations date if Right of Way work is not completed and has not received final inspection by the Highway Superintendent. _____.

**TOWN OF MORRISTOWN
TOWN RIGHT OF WAY EXCAVATION AND OBSTRUCTIONS
POLICY
Adopted January 22, 2001**

Article I. Permits

- A) No person, firm, corporation, committee, organization or department shall disturb the ground or pavement in any road, sidewalk or curb within the Town of Morristown right of way without first obtaining a written permit therefor from the Superintendent of the Highway Department or their designee.
- B) All work shall be conducted by a professional contractor. The contractor shall supply a current certificate of insurance before work commences. The contractor shall have proof of general liability coverage in a minimum amount of \$500,000.00. This insurance shall include coverage for owned, non-owned and hired vehicles. The Superintendent or their designee will accept satisfactory evidence of self-insurance in lieu of the above coverage. During work in the right of way the above-referenced insurance shall not be canceled without thirty (30) days written notice to the Superintendent of the Highway Department or their designee.

Proof of a proper permit or license to do the work shall be provided, if such license or permit is required under the laws of the State or ordinances of the Town.

The contractor shall provide proof of a Dig Safe number.

The contractor shall provide a plan for protection of shade and ornamental trees and the restoration of turf.

Final inspection shall be conducted one year from completion of project construction.

- C) The Superintendent of the Highway Department or their designee reserves the right to withhold the issuance of permits when:
- 1) Paving materials are unavailable; or
 - 2) A satisfactory traffic, pedestrian, or utility diversion plan cannot be implemented; or
 - 3) Unsatisfactory compliance with Article I, sections A through B.

- D) **Emergencies:** Nothing in this article shall be construed to prevent the making of excavation as may be necessary for the preservation of life or property, provided that the person, firm, corporation, committee, organization or department making such excavation shall apply to the Superintendent of the Highway Department or their designee for a permit on the first working day after such excavation is commenced. Even in emergency situations, notice shall be given by phone to the Highway Department and Police Department/Dispatch. All provisions of this article shall apply to such emergency.
- E) Where an excavation is for the limited purpose of planting a tree or erecting a sign within the public right of way, the Superintendent of the Highway Department or their designee may waive any of the requirements contained in Article I, sections A-D.
- F) Where an excavation is for the limited purpose of constructing a driveway, the rules and regulations for Access Permits shall apply.

ARTICLE II. Contents of permit for excavation; fee.

- A) Application for an excavation permit or for improvements to unimproved portions of the public right of way shall be made on forms furnished by the Town of Morristown.
- B) Generally, a permit shall cover only contiguous construction and work performed as one continuous operation, except as otherwise determined by the Superintendent of the Highway Department or their designee.
- C) A permit shall contain a commencement date and estimated date of completion. Completion date as used in this section means the date upon which the permanent pavement resurfacing is finished and accepted by the Superintendent of the Highway Department or their designee. Any portion of the work affecting the traveled portion of the right of way shall be completed within eight hours unless otherwise approved by the Superintendent or their designee.



Natural Resources Atlas

Vermont Agency of Natural Resources

vermont.gov



1: 1,617
November 18, 2024

LEGEND

- Parcels (standardized)
- Roads
 - Interstate
 - US Highway: 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)
 - Town Highway (Class 4)
 - State Forest Trail
 - National Forest Trail
 - Legal Trail
 - Private Road/Driveway
 - Proposed Roads
- Town Boundary

x-Right-of-way boring locations

NOTES

Map created using ANR's Natural Resources Atlas

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

82.0 0 41.00 82.0 Meters
1" = 135 Ft. 1cm = 16 Meters
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources
THIS MAP IS NOT TO BE USED FOR NAVIGATION

(DIG SAFE SYSTEM, INC - MA) 11/18/2024 13:22:52

-AJ

-V1

-VA

*** INTERNET TICKET ***

***** REGULAR *****

TIME..13:22 DATE..11/18/2024

REQUEST NO...20244702081

STATE.....VERMONT
MUNICIPALITY..MORRISTOWN

STREET...PLEASANT ST

NEAREST CROSS STREET 1..RAILROAD ST

BORING AT THE CORNER INTERSECTION OF RAILROAD STREET AND PLEASANT STREET
IN ROAD RIGHT OF WAY
RIGHT NEAR SEWER MANHOLE

NATURE OF WORK..SOIL BORINGS

EXTENT OF WORK
STREET

AREA IS PREMARKED..YES

START DATE.....11/21/2024 START TIME..13:30

CALLER.....HALEY GRIGEL

TITLE.....

RETURN CALL.....

PHONE #.....802-391-5565

FAX #.....

ALT. PHONE #....603-208-6118

EMAIL ADDRESS...HGRIGEL@VHB.COM

CONTRACTOR.....VHB VANASSE HANGEN BRUSTLIN

ADDRESS.....40 IDX DR, BLDG 100, STE 200

CITY.....SOUTH BURLINGTON

STATE.....VT

ZIP.....05403

EXCAVATOR DOING WORK..EASTERN ANALYTICAL INC

There are 1 attachment(s) which can be viewed at: https://exactix.digsafe.com/viewticket/DigSafe/I_Ze-9il7xGUXqpUH5p76g

<u>Service Area</u>	<u>Utility Type(s)</u>	<u>Contact</u>	<u>Alternate Contact</u>	<u>Emergency Contact</u>
COMCAST - VT AJ	CABLE TV	CENTERLINE UTIL LOC (207) 852-8315 x1		
MORRISVILLE WATER AND LIGHT DEPARTMENT V1	ELECTRIC, WATER	(802) 888-3348		
CONSOLIDATED COMMUNICATIONS VA	TELEPHONE	CENTERLINE UTIL LOC (207) 852-8315 x1		

This Dig Safe ticket expires on: 12/18/2024

There may be non member utilities in the area that you need to notify.
Electric and other utilities may not mark lines they don't own or maintain. You may need to hire a private company to locate these lines.
The excavator is responsible to maintain marks placed by the member utilities.

(DIG SAFE SYSTEM, INC - MA) 11/18/2024 13:29:51

-AJ

-V1

-VA

*** INTERNET TICKET ***

***** REGULAR *****

TIME..13:29 DATE..11/18/2024

REQUEST NO...20244702110

STATE.....VERMONT
MUNICIPALITY..MORRISTOWN

ADDRESS..110
STREET...PORTLAND ST

NEAREST CROSS STREET 1..HUTCHINS ST

SOIL BORING IN PARKING SPOT IN PORTLAND STREET ROW
OUT FRONT OF 110 PORTLAND ST BUILDING

NATURE OF WORK..SOIL BORINGS

EXTENT OF WORK
STREET

AREA IS PREMARKED..YES

START DATE.....11/21/2024 START TIME..13:30

CALLER.....HALEY GRIGEL
TITLE.....
RETURN CALL.....
PHONE #.....802-391-5565
FAX #.....
ALT. PHONE #....603-208-6118
EMAIL ADDRESS...HGRIGEL@VHB.COM
CONTRACTOR.....VHB VANASSE HANGEN BRUSTLIN
ADDRESS.....40 IDX DR, BLDG 100, STE 200
CITY.....SOUTH BURLINGTON
STATE.....VT
ZIP.....05403
EXCAVATOR DOING WORK..EASTERN ANALYTICAL INC

There are 1 attachment(s) which can be viewed at: <https://exactix.digsafe.com/viewticket/DigSafe/iZ4UItql7xG0iS4KrHZtrQ>

<u>Service Area</u>	<u>Utility Type(s)</u>	<u>Contact</u>	<u>Alternate Contact</u>	<u>Emergency Contact</u>
COMCAST - VT AJ	CABLE TV	CENTERLINE UTIL LOC (207) 852-8315 x1		
MORRISVILLE WATER AND LIGHT DEPARTMENT V1	ELECTRIC, WATER	(802) 888-3348		
CONSOLIDATED COMMUNICATIONS VA	TELEPHONE	CENTERLINE UTIL LOC (207) 852-8315 x1		

This Dig Safe ticket expires on: 12/18/2024

There may be non member utilities in the area that you need to notify.
Electric and other utilities may not mark lines they don't own or maintain. You may need to hire a private company to locate these lines.
The excavator is responsible to maintain marks placed by the member utilities.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

06/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Eurofins Environment Testing Northeast, LLC 51 Antrim Avenue Concord, NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of Ame INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25674

COVERAGES**CERTIFICATE NUMBER:** W33845314**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			HC2JCAP-162D3822-TIL-24	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ No	N/A		UB-2R857672-24-I2-K	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers' Liability-AZ, MA, WI Per Statute			UB-2R751620-24-I2-R	01/01/2024	01/01/2025	EL. Each Accident \$1,000,000 EL. Disease-EA Empl. \$1,000,000 EL. Disease-Pol Lim. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Drilling Permit for Soil Vapor Points in ROW - Portland St and Pleasant St, Morrisville VT. Eastern Analytical is a subcontractor of VHB on this project.

CERTIFICATE HOLDER**CANCELLATION**

Town of Morristown PO Box 748	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 25990985

BATCH: 3494102

Page 29 of 53



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN134111012-ALL-GUPP-24-25	INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property & Casualty Insurance Company INSURER B: Great Northern Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Eurofins Environment Testing Northeast, LLC 51 Antrim Ave Concord, NH 03301	NAIC # 20699 20303

COVERAGES

CERTIFICATE NUMBER:

CLE-007231697-02

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			OGLG46676725	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XOO G46676762 002	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			99510639	01/01/2024	01/01/2025	LIMITS: SEE ATTACHED DEDUCTIBLE: 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Drilling Permit for Soil Vapor Points in ROW - Portland St and Pleasant St, Morrisville VT. Eastern Analytical is a subcontractor of VHB on this project.

CERTIFICATE HOLDER

CANCELLATION

Town of Morristown PO Box 748 Morrisville, VT 05661	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED Eurofins Environment Testing Northeast, LLC 51 Antrim Ave Concord, NH 03301
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability:

- (a) Integrated Liability and Indemnity Aggregate Limit - \$5,000,000
- (b) Errors or Omissions Aggregate Limit - \$5,000,000
- (c) Contractually Assumed Privacy Remediation Limit - \$100,000
- (d) An occurrence limit does not exist on this policy, which essentially makes the occurrence limit \$5,000,000. The same as the aggregate limit.

Pollution Liability:

Policy # USL03044324
 01/01/2024 - 01/01/2027
 Fireman's Fund Indemnity Corporation
 Limits:
 Each Pollution Condition - \$5,000,000
 Aggregate - \$5,000,000
 SIR - \$100,000



Housing Committee
PO Box 748
Morrisville, VT 05661

(802) 888-6373
Fax: (802) 851-7251

10 October 2024

Re: Request to offer Tax Stabilization for new development that contains affordable housing

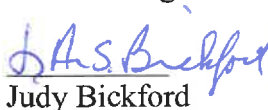
Dear Selectboard Members,

As you are all surely aware, the cost to rent an apartment or purchase a home in our community has grown exponentially in recent years. According to page 132 of the recently updated Lamoille County Regional Housing Assessment, the median for-sale price of a single-family home in March of 2024 was \$699,000 and per page 131 of that report, a typical household (2 people) earning 120% of the "area median income" can only afford a maximum home price of \$324,000. For renters, page 88 of this report shows that 24% of rents paid in our county are classified as unaffordable (paying 40% or more of income towards rent). Unfortunately, 123 families in our town are almost unbelievably paying more than 50% of their income towards rent. Private housing developers, who face significant restrictions from the State and even the Town's own Zoning Bylaws, cannot be counted on to address the deep affordable housing problems within our community on their own. The Town must instead be proactive about incentivizing the creation of new housing, especially housing that contains an affordability component that is deed restricted per 24 VSA §4303 (1-2). Therefore, the Morristown Housing Committee, as our first act as a Board appointed by the Selectboard, respectfully requests that the Selectboard agree to offer Tax Stabilization on all new commercial (aka multi-family) housing developments that contain a percentage of affordable housing that is deed restricted per 24 VSA §4303 (1-2). As most of these future development sites will come from vacant or underutilized land, we recommend that any municipal Tax Stabilization granted, per 24 VSA §2741(a)(1), be fixed and maintained at the value of the property at the time of the request for a 5-year period. Tax Stabilization is specifically called out as one of the best tools our community can use to create more housing affordability by page 141 of the Lamoille County Regional Housing Assessment (attached). If the Selectboard agrees to make this kind of municipal tax savings available, it can be marketed to entice developers to build housing, especially affordable housing, within our community. We firmly believe that having this economic development tool available to local developers will allow them to break ground on new housing developments that otherwise would not be built for financial reasons.

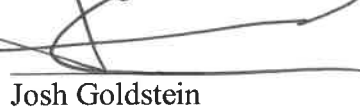
Thank you in advance for the time and attention that the Selectboard will give to this Tax Stabilization request. If desired, members of the Housing Committee will be happy to attend the Selectboard meeting when this letter and Tax Stabilization request are discussed.

Sincerely,

The undersigned members of the Morristown Housing Committee


Judy Bickford


Bob Bortree


Josh Goldstein

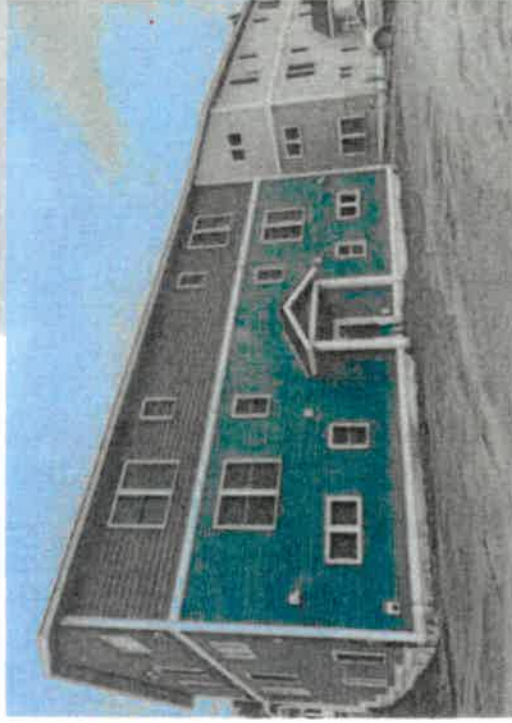

Yvette Mason


Donna Sherlaw

Households that qualify for affordable/tax credit rents typically can't find a quality housing option in the open market.

- Work to diversify housing availability in the region, from rental/ownership, pricing and form of housing perspectives – with the goal of providing more opportunities for younger and moderate income households to find housing. The study region as a whole has the advantage of available land and, in most communities, a positive perspective on new residential development. However, the absence of readily available infrastructure (water, sewer, utilities) is often a cost prohibitive element of land development. Communities should be encouraged to partner with the development community in providing support infrastructure for new residential development, such as:

- o Altering regulations (zoning, etc.) to permit housing at density/scale that achieves economic feasibility to the private sector;
- o In identified areas, ease the regulatory framework to lighten the cost burden of securing entitlements and providing a rapid indication of project acceptability;
- o Cost sharing with respect to critical project infrastructure – road, sewer, water utility systems;
- o Easing infrastructure connection fees for projects that meet certain criteria – density, affordability, etc;
- o Tax stabilization agreements;



Board/Committee Interest : Submission #8

Name

Hilary Warner

Email

[REDACTED]

Phone

[REDACTED]

Are you a resident of Morristown

Yes

Which Board/Committee are you interested in?

Conservation Commission - 4 yr term - Meets 3rd Thursday of the month at 6:30pm

How did you learn about this Board/Committee?

From the work it does on Green Up Day and the recent conservation easement established off Randolph Road

Have you attended any meetings of board/committee in the six months prior to your interest?

Yes

Do you provide any goods or services to the public related to this Board/Committee?

No

Are you familiar with the governing rules under which this Board/Committee operates?

Yes

Briefly, what qualities, experience, training and/or skills will you bring to this board/committee?

I served on the Bow (NH) Conservation Commission. Eventually I became the Director of Trails for Bow Open Spaces, the local land trust. With the help of my husband and many volunteers, we created trails in the Town's town forests as well as maps, signage, parking facilities, and kiosks. These projects were funded by grants from the Recreational Trails Program, the Conservation Commission, and Bow Open Spaces. We collaborated with Public Works, the school district, emergency services and police, the Select board and Town Manager.

I am also interested in land conservation. My experience with Bow Open Spaces and also attending UNH's Saving Special Places conference has given me some experience in this area although it is limited. I am interested in learning more about this topic!

Qualities that I would bring to the MCC include: honesty, reliability, written communication skills, thoughtful consideration of different viewpoints, calm demeanor, and being organized.

Please share your ideas related to the Board/Committee and the topics they are responsible for?

{Empty}

Have you appeared in front of this Board/Committee before advocating for a specific issue? If yes, explain.

No

My availability allows me to attend most of the meetings of the Board/Committee for which I am applying.

Yes

Is there anything else you feel we should know about you?

{Empty}

Your name in this space affirms that the information provided is true to the best of your knowledge.

Hilary Warner

State of Vermont
Department of Forests, Parks & Recreation
1 National Life Drive, Dewey 2
Montpelier, VT 05620-3801

Agency of Natural Resources

<http://fpr.vermont.gov>

December 2, 2024

Town of Morristown Selectboard
PO Box 748
Morristown, VT 05661

RE: Land Conservation Project in the Town of Morristown

Members of the Morristown Selectboard:

The Vermont Department of Forests, Parks and Recreation (FPR) is working to acquire 90± acres of land in Morristown as an addition to Elmore State Park. The property is located along Elmore Mountain Road and is currently owned by Elmore Mountain Associates, LLC, a family LLC. The full parcel is 138 acres, however FPR plans to have the land subdivided and only acquire the 90± acres on the eastern side of the road, with the western portion being retained by the LLC. The 90± acres that FPR plans to acquire is referred to as the “Elmore Mountain” parcel. For more detail about the location of the property, see the attached maps. FPR is asking for the Town of Morristown’s support for this acquisition at your upcoming selectboard meeting on December 2, 2024.

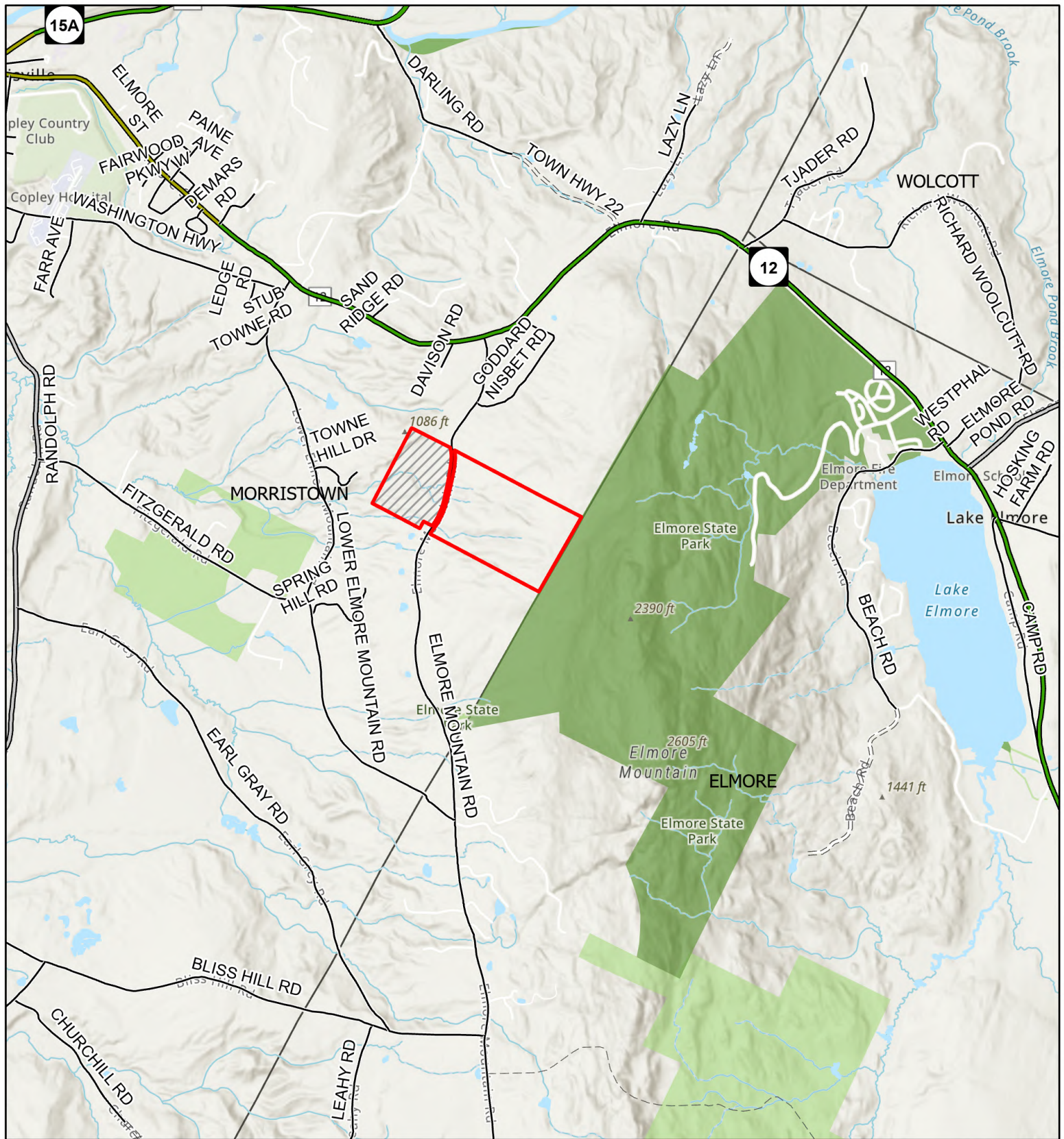
The Elmore Mountain parcel is mostly forested, with a small portion of the property near the road being routinely brush-hogged to maintain the scenic viewshed along the road. The Elmore Mountain parcel extends from Elmore Mountain Road up towards the Elmore Mountain ridgeline. Protection of this parcel would advance the interests of the Morristown Town Plan, which specifically calls for the protection of the west side of Elmore Mountain. This acquisition would add to the network of protected lands of the Worcester Range, within the regionally significant Worcester Range to Northeast Kingdom Wildlife Linkage identified by the Staying Connected Initiative. The parcel is also part of a Highest Priority Interior Forest and Connectivity Block identified by Vermont Conservation Design, and a globally-significant Important Bird Area identified by Audubon. The parcel has multiple headwater streams that flow to the Lamoille, helping to protect water quality and flood resiliency. FPR has applied to the federal Forest Legacy Program for Inflation Reduction Act funding to acquire this parcel. This acquisition would provide new public and management access to the west side of the State Park. If acquired by FPR, the property would be open to the public for dispersed recreation and would be managed as part of Elmore State Park.

FPR respectfully asks for your support of this project. For your convenience, I have attached a brief letter to offer your support. Should you see fit to support the project, we use this letter to show town support as the project advances. If acquired, the property will be managed under an Interim Stewardship Plan until the Long Range Management Plan for Elmore State Park is amended or updated to include the parcel through a public process. Also, please find attached a letter regarding FPR’s Payment in Lieu of Taxes (PILOT) program. Essentially, FPR does not pay property taxes for land under its ownership, but it does make an annual PILOT that is designed to pay towns the same amount of municipal taxes they would have received in the year of acquisition had the parcel remained in private ownership.

Thank you and please feel free to reach out with thoughts or questions at any time.

Gunnar Nurme, Land Acquisition Coordinator





Project Map

Burke Parcel, Morristown

Cartographer: Gunnar Nurme, July 2024



0 0.25 0.5 1 Miles

Scale: 1:30,000



- | | |
|-----------------------|----------------------|
| Burke Parcel | Class 1 Town Highway |
| Excluded Land | Class 2 Town Road |
| Elmore State Park | Class 3 Town Road |
| Other Protected Lands | Class 4 Town Road |
| Roads | Legal Trail |
| State Highway | |



Orthophoto Map
Elmore Mountain Parcel, Morristown

Cartographer: Gunnar Nurme, October 2024

0 250 500 1,000 Feet



Scale: 1:7,000



- Elmore Mountain Parcel
- Excluded Land
- Elmore State Park
- VT 50 ft Contour Lines
- Streams

State of Vermont
Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier VT 05620-3801
www.vtforest.org

Agency of Natural Resources

[tdd] 800-253-0191

November 20, 2024

Town of Morristown Select Board
P.O. Box 748
c/o Sara Haskins, Town Clerk
43 Portland Street
Morrisville, VT 05661

RE: PILOT Payment for Elmore Mountain Associates, LLC Property
Morristown, Vermont SPAN 414-129-11746

Dear Select Board Members,

I have been asked to estimate the tax implications of the proposed acquisition by the Vermont Department of Forests, Parks and Recreation (FPR) of land in the Town of Morristown from Elmore Mountain Associates, LLC. The parcel covers a total of 138 acres of which FPR is proposing to acquire 90 acres.

The State does not pay property taxes, but it does make a payment in lieu of taxes (PILOT) on land it acquires that is equivalent to the amount the Town would receive for property taxes in the year of acquisition, if the land was privately owned. ANR creates the PILOT with the same equation that the Town uses to derive property taxes with the municipal tax rate and the Town's assessed value for the property, at the time of acquisition. Please see https://fpr.vermont.gov/state_land/acquisition/pilot-program for a discussion of the PILOT process including periodic adjustments to increase the annual PILOT amounts paid to each town. The Legislature provides about 80 percent of the funding for the PILOT program, with the remaining 20 percent of the funding coming from the Vermont Department of Fish & Wildlife.

The table below lists the PILOT payments that the Town of Morristown would receive annually from the Agency of Natural Resources (ANR) for the parcel. Calculations are based on the Town of Morristown's municipal tax rate in 2023 and the land value as published in the most recent grand list (2023). Please note that ANR would apply the land value and municipal rate as set at the time of acquisition and so may produce a PILOT slightly different from the total derived as of November 20, 2024.

PILOT Calculation Based on FY2023 Values				
SPAN	Assessed Value	Municipal Tax Rate	Equation	PILOT Due
414-129-11746	\$687,800 for 138.00 acres*	0.6980	90 acres = 65% of 138 acres 65% of \$687,800=\$447,070 \$447,070/100 (0.6980) =	\$3120.99

*Does not include \$217,200 for the structure that FPR is not proposing to acquire

Because the non-residential tax rate is set Statewide, and because the non-residential school tax is paid into the State Education Fund, the loss of the school tax on this parcel would be made up by all property taxpayers in the State, and not by Morristown taxpayers alone. As such, the education funds received by the Town from the State Education Fund are not impacted and the impact on individual taxpayers is minuscule, totaling less than 1/10th of a cent for Morristown taxpayers.

Sincerely,



Niels Rinehart

Town of Morristown Selectboard
PO Box 748
Morristown, VT 05661

December 2, 2024

Gunnar Nurme
Land Acquisition Coordinator
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05602

RE: Land Conservation Project in the Town of Morristown

Dear Mr. Nurme,

The Town of Morristown Selectboard reviewed the Vermont Department of Forests, Parks and Recreation's (FPR) proposed acquisition of the Elmore Mountain parcel as an addition to Elmore State Park at our meeting on December 2, 2024. We sign this letter to offer our support for FPR's acquisition of the Elmore Mountain parcel in the Town of Morristown.

Sincerely,

Print Name and Title:
Morristown Selectboard



September 12, 2024

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

Dear Gannon,

I write to offer the support of the MadDog Chapter of Vermont Trout Unlimited and the statewide Vermont Council of Trout Unlimited for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park.

Our members support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared Carpenter".

Jared Carpenter
President
MadDog Chapter of Vermont Trout Unlimited

And

Acting Chair
Vermont Council of Trout Unlimited



THE CATAMOUNT TRAIL ASSOCIATION

NORTH AMERICA'S LONGEST BACKCOUNTRY SKI TRAIL

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I am writing to offer the Catamount Trail Association's support for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park. We support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system, and helps protect the backcountry experience for Catamount Trail users in the Park.

Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely,

Matt Williams
Executive Director
Catamount Trail Association

Department of Environmental Conservation**Program Name**

Address

City, State Zip

Web Address*Agency of Natural Resources*

[phone]

802-000-0000

[fax]

802-000-0000

September 12, 2024

Gannon Osborn

Land Conservation Program Manager

Vermont Department of Forests, Parks and Recreation

1 National Life Drive, Davis 2

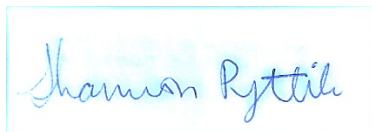
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer The Department of Environmental Conservation's Rivers Program support for the 90 acres addition to Elmore State Park. With 2,500 feet of forested headwater streams that flow west to the Lamoille River, protection of the Tract will contribute to the flood resiliency of the Lamoille River Valley, an area hit hard by recent flooding. The project advances numerous local and state plans and initiatives including Vermont DEC Lamoille River Tactical Basin Plan. The conservation of this parcel will contribute to the success of the Lake Champlain Total Daily Maximum Load (TMDL) to clean up the Lake Champlain from excess nutrient loading.

Sincerely



Shannon Pytlik, River Scientist

Vermont Department of Environmental Conservation



Department of Fish and Wildlife

1 National Life Dr., Davis 2
Montpelier, VT 05620-3702

www.vtfishandwildlife.com

[phone] 802-828-1454
[fax] 802-828-1250

Agency of Natural Resources

September 12, 2024

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer the Vermont Department of Fish and Wildlife's (VDFW) support for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park.

VDFW supports this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely

Will Duane

Will Duane
Land Acquisition Coordinator
Vermont Department of Fish and Wildlife



— THE —
CONSERVATION FUND

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer The Conservation Fund's support for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park. We support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely,

Sally Manikian
NH/ VT State Director
The Conservation Fund

September 6, 2024

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer Vermont's Climate Action Office's support for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park. We support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely,

A handwritten signature in black ink that reads "Jane Lazorchak". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jane Lazorchak, Program Manager
Climate Action Office



**TRUST FOR
PUBLIC
LAND™**

The Trust for Public Land
3 Shipman Place
Montpelier, VT 05602
tpl.org

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

September 12, 2024

Re: Addition to Elmore State Park

Dear Mr. Osborn:

I'm writing on behalf of Trust for Public Land (TPL) to express our support for the State of Vermont's expansion of Elmore State Park in Morristown, Vermont. Trust for Public Land's mission is to create parks and protect land for people, ensuring healthy, livable communities for generations to come. As a leader in equitable access to the outdoors, TPL works with communities to create parks and protect public lands where they are needed most. We support this 90-acre addition to Elmore State Park because it will increase public access to state lands for recreation, getting more people outside in Lamoille County.

Forming the northern tip of the Worcester Range, any protection of the core forest around Elmore State Park will also improve climate resiliency and wildlife habitat connectivity north to the core forest of Green River Reservoir State Park and Zack Woods, a conservation project led by TPL and funded by Forest Legacy in 2011. This project will also leverage other Forest Legacy-funded projects in the Worcester Range, including Worcester Woods led by Vermont Land Trust and Hunger Mountain Headwaters led by TPL.

TPL has also partnered with Catamount Trail Association for decades, to protect this beloved trail and the forested corridor around it. This expansion of Elmore State Park will improve the buffer around the trail, and may provide new access from the west. The property also includes headwater streams, the protection of which will contribute to flood resiliency and water quality in Lamoille County, which suffered severe flooding, leading to FEMA disaster declarations in 2023 and 2024.

We are pleased to offer support for this property's addition to Elmore State Park and encourage you to fund this project.

Sincerely,

A handwritten signature in black ink that reads "Kate Wanner".

Kate Wanner
Senior Project Manager
Trust for Public Land



State of Vermont
Division for Historic Preservation

[phone] 802-828-3540

*Agency of Commerce and
Community Development*

Deane C. Davis Building, 6th Floor
One National Life Drive, Montpelier, VT 05620-0501
www.accd.vermont.gov/strong_communities/preservation/

Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer Vermont Division for Historic Preservation's support for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park. We support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

Thank you for your efforts to protect this important piece of property.

Sincerely,

A handwritten signature in black ink that reads "Jess Robinson".

Jess Robinson, PhD | State Archaeologist
Vermont Division for Historic Preservation
802-272-2509 | jess.robison@vermont.gov





**BACKCOUNTRY
HUNTERS & ANGLERS**
NEW ENGLAND

September 12, 2024
Gannon Osborn
Land Conservation Program Manager
Vermont Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620

RE: Addition to Elmore State Park

Dear Gannon,

I write to offer the support of the Vermont members of Backcountry Hunters & Anglers (BHA) for the Vermont Department of Forests, Parks and Recreation's acquisition of 90 acres off Elmore Mountain Road in Morristown as an addition to Elmore State Park. We support this conservation project as it expands public access and recreational opportunities at Elmore State Park, a popular and historic park in the Vermont State Parks system. Further, the western ridge of Elmore Mountain is a valued scenic feature, visible from many places across Lamoille County. As part of a Highest Priority Forest Block and Highest Priority Connectivity Block, the property will also help to maintain an ecologically functional landscape across Vermont.

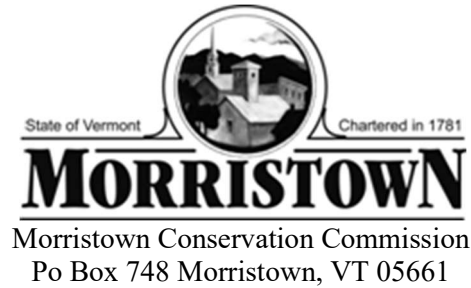
Thank you for your efforts to protect this important piece of property.

Sincerely,

Matthew Breton
VT BHA Co-Chair
New England BHA Chapter Board Member
West Charleston, VT



WWW.BACKCOUNTRYHUNTERS.ORG/NEW_ENGLAND_BHA
NEWENGLAND@BACKCOUNTRYHUNTERS.ORG



November 22, 2024

Mr. Don McDowell, Chairperson
The Town of Morrystown Selectboard

Dear Don:

The Morrystown Conservation Commission (MCC) is in support of a Vermont Department of Forests, Parks and Recreation (FPR) project, to conserve 90± acres of land in Morrystown as an addition to Elmore State Park. The property is located along the eastern side of Elmore Mountain Road and is currently owned by Elmore Mountain Associates, LLC, a family LLC.

The FPR project fits right into the purpose of the MCC, to preserve the natural beauty and rural character of Morrystown and to protect and enhance its natural environment through land acquisition and easements, advocacy and education, which is stated in the MCC bylaws.

MCC believes strongly, that this is a one-time opportunity to conserve and protect this tract of land from future development, and is in accordance with the Morrystown Town Plan, which specifically calls for the protection of the west side of Elmore Mountain.

Based on real world scientific experiments, climate experts and ecologists believe it is necessary to keep 30% of the world's oceans and lands wild in order for nature to regenerate and combat the climate crisis.

Therefore, please consider these points when any such proposals by FPR come before the Select Board.

Please let me know if the Selectboard would like to talk to any of our members in person about this matter.

Sincerely,

Jerry Throne
Vice Chairperson
On behalf of the Morrystown Conversation Commission

**Morristown Conservation Commission
Proposed 2025/2026 Budget Article
November 26, 2024**

Proposed Article

Shall the voters authorize raising taxes equal to one-half (1/2) cent on the Grand List to be dedicated to the Morristown Conservation Commission Fund, to support their ongoing mission to preserve the rural character of Morristown and to protect and enhance its natural environment and wildlife thru land acquisition, management and construction and maintenance of trails in the Town Forest and elsewhere; to conserve and protect working farms, undeveloped forest lands, and other greenspaces of value to the community; to continue discussions with adjacent property owners about expanding the Town Forest and to provide other important functions in accordance with its' bylaws?

Background- The following are pertinent excerpts from the 2022 Bylaws of the Morristown Conservation Commission (MCC).

II. PURPOSE

The purpose of the Morristown Conservation Commission is to preserve the rural character of Morristown and to protect and enhance its natural environment. By way of example, but not as a limitation on the broader purpose articulated above, some of the specific goals of the Commission are:

- (a) Greenspaces: to conserve and protect working farms, undeveloped forest lands, and other greenspaces of value to the community, and encourage compact development patterns.
- (b) Community Education and Involvement: to increase public awareness and understanding of local conservation issues and opportunities, and to increase citizen participation in conservation and enhancement projects.
- (c) Public Waterways: to restore and protect Morristown's waterways and their surrounding areas, and to increase appropriate, non-detrimental access thereto.
- (d) Pollution Prevention: to protect public water supplies, tranquility and air quality, and to prevent light pollution.
- (e) Information-Gathering: to collect data and/or conduct studies, so that planning and development decisions can be made with a full appreciation of their potential impact on the community's natural resources, and so that proactive efforts to enhance the natural environment can produce maximum benefit.
- (f) Forest Health: to assist the Town and, on a voluntary basis, private landowners in evaluating forest health and developing strategies to improve it, as needed.
- (g) Policy & Planning: to participate in local and regional planning processes, such as drafting of the Town Plan and zoning activities, to promote conservation and enhancement of natural resources in the community.
- (h) Citizen Representation: to provide an avenue for citizens to participate in Act 250 hearings and other local, state or federal hearings that have bearing on the issues for which the Commission is founded.

VII.(b) PRINCIPAL FUNCTIONS

(a) LAND ACQUISITION. The Commission may, on the basis of the inventories or other appropriate studies or data, recommend to the Selectboard the purchase of, or the receipt of as a gift, specific land and/or property rights (including development rights or easements) or other property for the purposes set forth in Section II above. The Commission may facilitate, solicit or suggest sales or donations of specific interests from landowners, either to the Town or to private non-profit organization such as the Vermont Land Trust or Nature Conservancy. Properties and/or rights acquired by the Town shall be by consent of the Selectboard or affirmative majority vote of the Town at a duly warned meeting. Each recommendation by the Commission may include an estimate of the acquisition related costs to the Town, including but not limited to legal counseling, surveying, appraisal, effect on tax base and the tax rate, and the proposed source of funds to be used for acquisition and related costs.

Funding and Reserves-

In order to accomplish one of the key principal functions, sufficient reserve funds must be set aside in advance of any land acquisition, especially in today's market. From the experience of having lost out on previous opportunities, the MCC knows that prospective land sellers will not wait the time it takes to obtain voter approval to fund a specific project that the MCC has in mind for recommendation to the Select Board. In simple terms, one does not wait for a fire to purchase a fire truck.

How Funding Can be Multiplied-

There are numerous examples of how a Town's funding for conservation projects can be multiplied many times over by grants and matching funds, known as leveraging. For example, the Huntington Conservation Fund spent \$96,000 of town dollars, leveraging another \$576,750 of funds from other sources (a 6 to 1 match); Montpelier received \$258,000 from the USFS Community Forest Program to expand Hubbard Park. The Town Conservation Fund contributed \$20,000 and an additional \$35,000 came from private fundraising (a 14.7 to 1 match); In Richmond from 2005 to 2015, expenditures from the voter approved Conservation Reserve Fund totaled \$287,424, helping to bring to fruition projects worth a total of \$1,629, 557 (a 5.7 to 1 match).

From the Association of Vermont Conservation Commissions- "Most land conservation projects involve multiple funding partners, and a local conservation fund is often a critical piece in this equation. Beyond its direct dollar value, the fund will often attract to the project additional financial partners who view the fund as proof of the townspeople's commitment to conservation. Thus, every dollar invested in the fund can leverage additional dollars from other funding sources." A full copy of the document can be found at <http://vtconservation.com/chapter7/>.

Potential Projects-

The MCC Has been looking at expanding the very popular Town Forest, by the addition of adjacent land (see attached portion of tax map, on which one potential parcel is marked with an X). Land such as this,

which exhibits steep slopes (see by the contour map), is not easily developed and is an important deer wintering area that connects with the Town's Duhamel property. Together, these three areas, provide connected habitat for many animals and recreation for hiking, mountain biking, hunting, bird watching and other activities.

JOIN US FOR OUR 2ND ANNUAL COMMUNITY MEETING DAY PIE FOR BREAKFAST! JANUARY 4, 2025



- 8:00 - 9:00 AM: Pie for Breakfast
- 8:00 – 12:00 PM: Agency Booths
- 9:00 - 10:00 AM: Moderated Meeting
- 10:00 – 11:00 AM: Agency presentations
- 11:00 -12:00PM: Community engagement
- 12:00 PM: Take home a pie – if left over!



WHY ATTEND?

- Ask questions
- #1 Dog Tag raffle
- Bring a pie

Your participation is vital—your voice is your vote! Engaging in these discussions helps shape the future of Morristown. Don't miss this chance to make your opinions heard while enjoying good food and company.

For More Information At
www.morristownvt.gov