

## REPORT OF THE TRUSTEES OF PUBLIC FUNDS - 2021

The Trustees of Public Funds account began with the sale of Ministerial Lots which resulted in a beginning balance of \$178,184.

The Trustees of Public Funds currently have one loan agreement. It is with the Town of Isle La Motte and was taken out in 2012 to pay off a bank loan, with a high interest rate, which funded the purchase of the original five "LaBombard Lots" located on Sunset View Lane.

This year the Trustees of Public Funds branched out of their typical realm of responsibilities in attempting to provide the Select Board with aid in the selling of any of the LaBombard Lots (see attached). The Chair spoke with a previous real estate agent for feedback about selling appeal and strategies. The Chair also researched the cost of testing the water in the current well and discussed the realtor's concerns and the possibilities regarding the Association Rules and Regulations. The Chair was informed there was a chance of modifications and gave recommendations. This information was given to the Select Board in May.

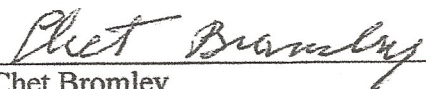
During the November 2021 Select Board Meeting, the Town was granted an additional three-year Loan Agreement with an interest rate of .75%. There will be three annual payments of \$897.95, with the last payment due on December 15, 2024.

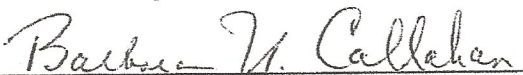
The Trustee Account is with the Union Bank in St. Albans. All payments go directly into this account, which is currently paying .05% interest. A notebook containing all statements and documents is available for perusal in the Isle La Motte Town Office.

Respectfully Submitted:

Trustees of Public Funds

  
Cathy Tudhope, Chair

  
Chet Bromley

  
Barbara N. Callahan

Trustees of Public Funds

May 4, 2021

Notes to Select Board: Re – sale of 3 lots

The Trustees feel the 3 lots should be mowed and the corners of each should be marked with a post, revealing it's visibility, which isn't apparent when viewing the lots.

The well needs testing as it hasn't been done in 14 years to prepare for sale – Dave Chevalier provided the Trustees with an estimate of \$600 – please see attached.

The Trustees recommend the Select Board contact John Thetford & Assoc. of Montpelier on the "Labombard Subdivision – May 1988" on the revised version of 2008 map to ascertain the following information;

The proposed Septic and Pump Stations appear on the 2008 map as proposed vs existing?

How is the septic and the well for each handled? Are they shared?

Have the state statutes governing the sale of these lots changed?

Information from telcon with Andrea Champaign Chet arranged:

In all the time she had the contract for the lots, she had only 3 calls. Her advertisement was all over the world via the internet.

**Negative aspects:**

People with the money to spend tend to stick build - the lot(s) are too small.

The People looking at lower lot pricing - don't have the money to stick build - especially not as construction prices for lumber up 300% - desire to put up a mobile home which is forbidden by the rules set by the Association.

**Restrictions:**

No mobile homes / No parking RV's. No school or grocery store or store. Association fee – restrictive.

**Positive aspects:**

There is lake access and somewhat of a lake view

**\*Suggestions** – Since it is out of the S. B. hands to address the restrictions the recommended action is to drop the price, price to sell or possibly bundle lots together as one lot. If the decision is to bundle there is a question on the Assoc. fee of \$600 is too high for one lot and the need to see if that \$600 can be negotiated.

If the S.B. decides to bundle then Andrea wants to help us, feels that is very doable. To follow this line of thinking Cathy will get further info. from Andrea via email where she can respond directly to the Select Board.

Or - Contact local realtor: Suggest Michael Savage of Poquette Realty – 796-6100

The Trustees feel all the information should be presented to the Select Board to make an informed decision within the next two weeks. The Trustees are asking the Select Board to give their decision to the Trustees by May 19, 2021, at which time the Trustees can assist in promoting the organization of the sale of the lots.

Respectfully,  
The Trustees of Public Funds

Isle La Motte Special Trustee Account - January 1, 2021 to December 31, 2021

<b>Beginning Balance on January 1, 2021</b>			\$65,754.09
<b>Income</b>			
Interest Income from Bank Account	\$90.23		
Interest Income from Town Loan	\$897.95		
<b>Total Income</b>			\$988.18
<b>Expenses</b>	\$0.00		
<b>Ending Balance on December 31, 2021</b>			\$67,634.48
<b>Balance Sheet on December 31, 2021</b>			
<b>Assets</b>			
Loan to Town			\$119,726.11
Bank Account			\$67,634.48
<b>Total Assets</b>			\$187,360.59

**PROMISSORY NOTE AND AGREEMENT  
ISLE LA MOTTE, VERMONT**

**Amount: \$119,726.11**

**Term: DECEMBER 15, 2021-DECEMBER 15, 2024**

**FOR VALUE RECEIVED**, the undersigned promises to pay the Trustees of Public Funds for the Town of Isle La Motte, at the Town Offices in Isle La Motte, Vermont, or such other place as the parties may direct, the total principal sum of One hundred nineteen thousand seven hundred twenty six dollars and eleven cents (\$119,726.11), with interest from the date that this instrument is executed on the unpaid principal at the rate of three quarters of one percent (0.75%) per annum, payable in equal yearly installments in the amount of \$897.95 each, with the first such interest payment due on or before the 15<sup>th</sup> day of December 2021 (a late fee of 3% will be assessed on payment not paid on due date). The remaining interest payments due on the 15<sup>th</sup> day of December, with the last payment due on December 2024.

The property mortgaged as security for the payment of this note consists of three (3) lots, known as Lots; 01-96-001.7A, 01-96-001.5A and 01-96-001.8A. If there is a change in ownership of one or more of the three (3) lots referenced in the preceding sentence, then the proceeds from any sale shall become immediately due and payable to the Trustees of Public Funds, without further demand or notice, to reduce the debt (principal and interest) evidenced by this note. The undersigned shall have the privilege of prepaying this note in full or in part without penalty.

In the event the undersigned shall be in default for more than thirty (30) days on any payment, the entire principal and interest accrued but unpaid shall, at the option of the holder of this note, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is understood and agreed that the Trustees of Public Funds shall not disperse additional income or other monies to the Town of Isle La Motte until the debt identified herein is paid in full. The Town shall have sole responsibility to repay said debt in full, and shall bear all costs and liabilities associated therewith, including, without limitation, any and all costs required to facilitate the sale of the property mortgaged as security for the payment of this note. The Trustees shall not be required to bear any costs associated with the sale of the mortgaged property. In the event that all of the above-referenced lots are sold and a balance remains on this note, any shortfall shall remain the obligation of the Town, and not the Trustees.

If this note is placed in the hands of an attorney for collection, the undersigned promises to pay, in addition to the monies due hereunder, any reasonable attorney's fee incurred by the holder of this note, provided said fees do not exceed two percent of the total principal, interest and costs due.

This note may only be amended or extended by mutual written consent of the parties.

Presented for payment, protest, notice to protest, demand and notice of nonpayment are hereby waived.

DATED this 2 day of November, 2021.

**TRUSTEE OF PUBLIC FUNDS**

By: Cathy Sudhope  
Cathy Sudhope

By: Barbara N. Callahan  
Barbara Callahan

By: Chet Bromley  
Chet Bromley

**SELECTBOARD**

By: \_\_\_\_\_  
Rusty Spaulding

By: \_\_\_\_\_  
Selby Turner

By: \_\_\_\_\_  
Paul Zera