

**Fire Commission Agenda  
Martin Memorial Hall  
5259 Route 5  
Ascutney, VT 05030  
April 9<sup>th</sup>, 2018  
7:00 P.M.**

**REGULAR MEETING**

1. Call to Order
2. Reorganization
3. Review 2018 Local Emergency Operations Plan
4. Future Agenda Items
  - a. Ordinance Review
    1. HazMat Fire Services Reimbursement
    2. HazMat Response
5. Adjourn

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**Emergency Steps**

- 1) Establish an Incident Command Structure and make appropriate local decisions
- 2) Delegate Authorities to Incident Commander and request Declaration if appropriate
- 3) Contact State Emergency Operations Center (SEOC) if additional help or resources may be needed beyond mutual aid and local contractors (800-347-0488)
- 4) Alert the general population and evacuate as needed
- 5) Activate your Emergency Operations Center to support the Incident Commander as needed
- 6) Contact the Shelter Coordinator and American Red Cross (802-660-9130) to arrange a shelter opening if needed
- 7) Expand the ICS Structure as needed
- 8) Determine if additional operational shift staffing is needed
- 9) Assess damages
- 10) Conduct and document 'Emergency Repairs'

**Future steps**

- 11) Refer to your local codes and standards, Vermont Stream Alterations Rule, and local hazard mitigation plan before undertaking permanent repairs
- 12) If damages result in a Federal Declaration, request 406 mitigation when completing a Project Worksheet
- 13) Conduct an after-action review and develop an improvement plan

**Jurisdictions' Points of Contact: Identify by priority the top three people to be Points of Contact for your Town during an emergency (ex: EMD, Town Manager, Selectboard Chair, Fire Chief)**

Job Title	First Name	Last Name	Work #	Radio call sign
Town Manager	Ed	Morris	802-674-2626	
Email Address	Cell #	Pager #	Home Cell #	Time
<a href="mailto:townmanager@weathersfield.org">townmanager@weathersfield.org</a>	802-230-6262			
Job Title	First Name	Last Name	Work #	Radio call sign
Chief of Police	William	Daniels	802-674-2185	
Email Address	Cell #	Pager #	Home #	Time
<a href="mailto:william.daniels@vermont.gov">william.daniels@vermont.gov</a>	802-230-6730			
Job Title	First Name	Last Name	Work #	Radio call sign
Emergency Mgmt Coordinator	Michael	Lewallen		
Email Address	Cell #	Pager #	Home #	Time
<a href="mailto:mchllewallen@gmail.com">mchllewallen@gmail.com</a>	802-591-2146			

County: **Windsor**

Date LEOP adopted: **04/16/2018**

Name of town EMD/C: **Michael Lewallen**

Date NIMS adopted: **06/02/2014**

I, a select board member, town/city/village manager, or mayor, certify that this Local Emergency Operations Plan has been adopted (certifying individual must have taken, at minimum, ICS 402 or ICS 100 training):

**Kelly Murphy, Select Board Chair**

Physical Municipal Address: **5259 Route 5, Ascutney, VT 05030**

Telephone: **802-674-2626**

Fax: **802-674-2117**

E-mail: **[townmanager@weathersfield.org](mailto:townmanager@weathersfield.org)**

Alternate communication method: \_\_\_\_\_

*This Local Emergency Operations Plan must be adopted annually, after town meeting day, and submitted by May 1<sup>st</sup>.*

## Response and Recovery Guidelines

Please use this as an aid for baseline actions that should occur in an incident.

<b>1) Establish an Incident Command Structure and make appropriate local decisions</b>			<input checked="" type="checkbox"/>	Time
<b>a. Identify the Incident Commander</b>			<input type="checkbox"/>	
b. Identify the Incident Command Post			<input type="checkbox"/>	
c. Start a log of actions taken (see Appendix A3- Activity Log (ICS Form 214))			<input type="checkbox"/>	
d. Assess the situation (deploy assessment teams)			<input type="checkbox"/>	
Determine casualties			<input type="checkbox"/>	
Determine structure/infrastructure losses			<input type="checkbox"/>	
Determine resource needs			<input type="checkbox"/>	
Identify emergency access sites or isolated citizens			<input type="checkbox"/>	
e. Request additional resources (Mutual Aid) if needed.			<input type="checkbox"/>	
f. Secure a perimeter around affected area if needed			<input type="checkbox"/>	
g. Consider potential staffing needs (extended or multiple operational periods)			<input type="checkbox"/>	

<b>2) Delegate Authorities to Incident Commander and request Declaration if appropriate</b>			<input checked="" type="checkbox"/>	Time
Have highest ranking town official delegate authority to and meet with Incident Commander as appropriate (see Appendix D4 – Delegation of Authority)			<input type="checkbox"/>	
If needed, the highest ranking town official should sign the Local Jurisdiction Request for Emergency Declaration, and send to DEMHS. (see Appendix A1 – Local Jurisdiction Request for Emergency Declaration)			<input type="checkbox"/>	

<b>3) Contact State Emergency Operations Center if additional help or resources may be needed beyond mutual aid and local contractors</b>			<input checked="" type="checkbox"/>	Time
Call State Emergency Operations Center and notify that additional resources may be needed.	<b>1-800-347-0488</b>		<input type="checkbox"/>	
If HAZMAT involved, contact HAZMAT Hotline	<b>1-800-641-5005</b>		<input type="checkbox"/>	

<b>4) Alert the general population and evacuate as needed</b>			<input checked="" type="checkbox"/>	Time
Alert the Public (including special needs or vulnerable populations) of the hazards of the event at the outset and during the event (including protective actions and evacuation information). Suggested methods (siren, PA, door-to-door, town website, facebook, twitter, front porch forum)			<input type="checkbox"/>	
Complete Planning Task #1 (see page 4)			<input type="checkbox"/>	

<b>5) Activate the Emergency Operations Center to support the Incident Commander as needed (See Planning Task #3 on page 5)</b>			<input checked="" type="checkbox"/>	Time
<b>Facility Name</b>	<b>Address</b>	<b>Phone Number</b>	<input type="checkbox"/>	
			<input type="checkbox"/>	
Maintain communications with the SEOC (DisasterLAN, Phone, Fax, Email)			<input type="checkbox"/>	

<b>6) Contact the Shelter Coordinator and American Red Cross (800-660-9130) to arrange a shelter opening if needed (See Planning Task #6 on page 6)</b>				<input checked="" type="checkbox"/>	Time
Notify the American Red Cross that shelters are needed				<input type="checkbox"/>	
Contact Shelter Manager				<input type="checkbox"/>	
<b>Shelter Name</b>	<b>Physical Address/Location of the Shelter</b>	<b>Shelter Phone # and Manager Name</b>	<b># of occupants</b>	<input type="checkbox"/>	Opened:
				<input type="checkbox"/>	Closed:
				<input type="checkbox"/>	Opened:
				<input type="checkbox"/>	Closed:
				<input type="checkbox"/>	Opened:
				<input type="checkbox"/>	Closed:

**7) Expand the ICS Structure as needed (see Appendix A3 – Incident Briefing (ICS Form 201))**

<b>8) Determine if additional operational shift staffing is needed</b>		<input checked="" type="checkbox"/>	Initial
Determine the operational period (8hrs, 12hrs, etc)		<input type="checkbox"/>	
Identify staffing for future operational periods (see Appendix A3–Organizational Assignment List (ICS Form 203))		<input type="checkbox"/>	
Develop plans for the next operational period (see Appendix A3– Incident Action Plan (ICS Forms 202, 203, 204, 205, 206))		<input type="checkbox"/>	
	What is the Operational Period?                      hrs to                      hrs	<input type="checkbox"/>	
	What is the briefing time?                      hrs	<input type="checkbox"/>	
As the incident winds down, release excess resources as per demobilization plans		<input type="checkbox"/>	

<b>9) Assess Damages</b>		<input checked="" type="checkbox"/>	Initial
Complete Planning Tasks 1 & 2 (see page 4)		<input type="checkbox"/>	
Be prepared to answer questions about public and private damages. (see Appendix A2 – Local Situation Report and Appendix A4 – Individual Assistance Worksheet)		<input type="checkbox"/>	

<b>10) Conduct and document 'Emergency Repairs'</b>		<input checked="" type="checkbox"/>	Initial
Make roads passable and restore emergency access. Undertake Emergency Protective Measures (eg. removing debris threatening inhabited structures, culverts, and bridges). Emergency Protective Measures (temporary and permanent) must be consistent with the provisions of the Vermont Stream Alterations Rule (see Appendix C2)		<input type="checkbox"/>	

**11) Refer to your local codes and standards, including the most current Town Road and Bridge Standards as provided by the Agency of Transportation, Vermont Stream Alterations Rule (See Appendix C2), and local hazard mitigation plan before undertaking permanent repairs**

Document (photographs, maps, invoices, material quantities) all repairs for future mitigation actions. (ex: roadside/ditch erosion, repair with larger culvert, replace with better materials, etc)

Area Damaged	Cost of repair	Mitigation Solution (see local Hazard Mitigation Plan)

**12) If damages result in a Federal Declaration, request 406 mitigation when completing a Project Worksheet.**

**13) Conduct an after-action review and develop an improvement plan.**



area, tier II site)			
Interstate	Interstate 91 through Weathersfield		
Bridge	Ascutney Bridge over Connecticut River		
Airport	Hartness State Airport		
Electric Transmission	GMP / VELCO substation in Ascutney		
Dam	Springfield Reservoir off Wellwood Orchard Road		
Ascutney Water System	Source Protection Area		

\* If additional space is needed, please attach information on a separate sheet.

**Planning Task #3  
Pre-designated Local Emergency Operations Centers**

<b>Facility Name</b>	<b>Facility Address (physical location)</b>	<b>Facility Point of Contact</b>	<b>Facility Phone Number</b>
<b>Primary: West Weathersfield Fire Station</b>	7259 Route 131 Perkinsville, VT 05151	Joshua Dauphin, Chief	802-263-5655
<b>Secondary: Ascutney Fire Station</b>	540 Route 131 Ascutney, VT 05030	Darrin Spaulding, Chief	802-674-6869
<b>Tertiary:</b>			



**Planning Task #4**  
**Functional Area/ Local Support Function**

Please identify agencies responsible for maintaining resource lists, found in Appendix B5.

Local Support Function	Agency Responsible for maintaining resource list: (see Appendix B5- Resource Lists)
<b>1. Transportation</b> - Assets in support of the movement of emergency resources, including the evacuation of people and distribution of food and supplies.	
<b>2. Communications</b> - Includes emergency warning, information and guidance to the public and responders. Includes resources and back-up resources for all means of communication.	
<b>3. Public Works &amp; Engineering</b> - Resources in support of debris clearance, road, highway, bridge repairs and restoration of essential public works systems and services and the safety inspection of damaged public buildings.	
<b>4. Firefighting</b> - Resources in support of structural and wildfire firefighting.	
<b>5. Emergency Management, Recovery &amp; Mitigation</b> - Resources in support of the local Incident Commander through a Local Emergency Operations Center. Includes personnel resources available to provide overall coordination of the town's emergency operations. Resources may serve as a remote ICS planning section to collect, analyze and disseminate critical information on emergency operations for decision making purposes. May provide liaison with state/federal government.	
<b>6. Mass Care, Food &amp; Water</b> - Resources available to coordinate sheltering, feeding and first aid for disaster victims.	
<b>7. Resource Support</b> - Assets available for coordination and documentation of personnel, equipment, supplies, facilities and services used during disaster response and initial relief operations.	
<b>8. Health &amp; Medical Services</b> - Resources for care and treatment for the ill and injured. Includes lists of trained health and medical personnel and other emergency medical supplies, materials and facilities. Assets include public health and environmental sanitation services, disease and vector control guidelines and resources for the collection, identification, and protection of human remains.	
<b>9. Search &amp; Rescue</b> - Resources locally available to locate, identify and remove persons from a stricken area, including those lost or trapped in buildings and other structures. Also includes resources to coordinate S&R for those lost in non-inhabited areas.	
<b>10. Hazardous Materials</b> - Resources available for response, inspection, containment and cleanup of hazardous materials.	
<b>11. Agriculture &amp; Natural Resources</b> - Assets available for use in coordinated response in the management and containment of communicable diseases in an animal health or plant emergency	
<b>12. Energy</b> - Assets available for the emergency repair and restoration of critical public energy utilities. Includes locally available back-up power resources. Coordinates the rationing and distribution of emergency power and fuel.	
<b>13. Law Enforcement</b> - Assets used for the protection of life and property by enforcing laws, orders and regulations. Resources available for area security, traffic and access control.	
<b>14. Public Information</b> - Pre-identified personnel and resources used for effective collection, control and dissemination of public information to inform the general public of emergency conditions and available assistance.	

**Planning Task #5  
Disaster Lead Agency/Coordinator**

**Who or what agency will likely be the lead for each type of disaster?**

Agency	Drought	Flood	Fire	Winter Storm	Ice Storm	Power Outage	Infectious Disease	Animal/Plant Emergency	Mass Casualty Incident	Hazardous Materials Spill	Public Gathering	Civil Unrest	Other (Please Specify)	Other (Please Specify)	Other (Please Specify)
Road Crew / Public Works		S		P	P										
Fire Department		P	P		S	S			P	P					
Town Selectboard															
Law Enforcement									S	S	P	P			
1 <sup>st</sup> Response / Rescue															
Shelter Coordinator															
Animal Control Officer								P							
Town Health Officer	P						P	S							
Town Clerk															
Town Treasurer															
Green Mountain Power						P									
Other (Please Specify)															
Other (Please Specify)															

**Planning Task # 6  
Shelters**

**Shelter 1**

<b>Shelter Name:</b> Weathersfield School	135 Schoolhouse Road	<b>Shelter Capacity:</b>
<b>Shelter Manager:</b> Jim Taft	<b>Shelter Manager Cell #:</b> 802-291-6894 <b>Shelter Manager Pager #:</b>	<b>Other Contact:</b>
<input type="checkbox"/> Warming Shelter	<input type="checkbox"/> Overnight Shelter	<input type="checkbox"/> Red Cross Agreement?
<input type="checkbox"/> Has a Backup Generator NO	<input type="checkbox"/> Has wiring in-place for generator hookup	<input type="checkbox"/> Pets accepted? NO

**Shelter 2**

<b>Shelter Name:</b> Martin Memorial Hall	5259 Route 5	<b>Shelter Capacity:</b>
<b>Shelter Manager:</b>	<b>Shelter Manager Cell #:</b> <b>Shelter Manager Pager #:</b>	<b>Other Contact:</b>
<input type="checkbox"/> Warming Shelter	<input type="checkbox"/> Overnight Shelter	<input type="checkbox"/> Red Cross Agreement?
<input type="checkbox"/> Has a Backup Generator	<input type="checkbox"/> Has wiring in-place for generator hookup	<input type="checkbox"/> Pets accepted?

**Shelter 3**

<b>Shelter Name:</b>	<b>Physical Address/Location of the Shelter:</b>	<b>Shelter Capacity:</b>
<b>Shelter Manager:</b>	<b>Shelter Manager Cell #:</b> <b>Shelter Manager Pager #:</b>	<b>Other Contact:</b>
<input type="checkbox"/> Warming Shelter	<input type="checkbox"/> Overnight Shelter	<input type="checkbox"/> Red Cross Agreement?
<input type="checkbox"/> Has a Backup Generator	<input type="checkbox"/> Has wiring in-place for generator hookup	<input type="checkbox"/> Pets accepted?

American Red Cross – Vermont & the New Hampshire Upper Valley Region: 1-802-660-9130

### Planning Task #7 - NIMS Typed Resources

Type	I	II	III	IV	Other	Type	I	II	III	IV	Other
Critical Incident Stress Management Team				N/A		Hydraulic Excavator, Large Mass Excavation				N/A	
Mobile Communications Center						Hydraulic Excavator, Medium Mass Excavation					
Mobile Communications Unit			N/A	N/A		Hydraulic Excavator, Compact					
All-Terrain Vehicles	N/A	N/A	N/A	N/A	1 ARGO	Road Sweeper					
Marine Vessels	N/A	N/A	N/A	N/A		Snow Blower, Loader Mounted					
Snowmobile	N/A	N/A	N/A	N/A	1	Track Dozer					
Public Safety Dive Team						Track Loader					
SWAT/Tactical Team						Trailer, Equipment Tag-Trailer				N/A	
Firefighting Brush Patrol Engine	N/A	N/A	N/A			Trailer, Dump		N/A	N/A	N/A	
Fire Engine (Pumper)						Trailer, Small Equipment			N/A	N/A	
Firefighting Crew Transport				N/A		Truck, On-Road Dump	2	4			
Aerial Fire Truck			N/A	N/A		Truck, Plow					
Foam Tender			N/A	N/A		Truck, Sewer Flusher					
Hand Crew						Truck, Tractor Trailer				N/A	
HAZMAT Entry Team				N/A		Water Pumps, De-Watering					
Engine Strike Team						Water Pumps, Drinking Water Supply - Auxiliary Pump					
Water Tender (Tanker)				N/A		Water Pumps, Water Distribution					
Fire Boat				N/A		Water Pumps, Wastewater					
Aerial Lift - Articulating Boom						Water Truck		N/A	N/A	N/A	
Aerial Lift - Self Propelled, Scissor, Rough Terrain						Wheel Dozer			N/A	N/A	
Aerial Lift - Telescopic Boom						Wheel Loader Backhoe					
Aerial Lift - Truck Mounted						Wheel Loader, Large			1		
Air Compressor						Wheel Loader, Medium					1
Concrete Cutter/Multi-Processor for Hydraulic Excavator						Wheel Loader, Small				N/A	
Electronic Boards, Arrow						Wheel Loader, Skid Steer				N/A	
Electronic Boards, Variable Message Signs						Wheel Loader, Telescopic Handler					
Floodlights				N/A		Wood Chipper	1	N/A	N/A	N/A	
Generator						Wood Tub Grinder					
Grader	1			N/A							

Information about the NIMS Typed resources can be found at: <https://rtlt.preptoolkit.org/Public>

## **Town Maps**

Please insert town maps here. These maps can include things such as roads, town boundaries, shelter locations, high hazard/vulnerable sites, etc.

<b>Appendix A – Disaster Forms .....</b>	<b>A</b>
Local Request for Emergency Declaration.....	A1
Local Situation Report.....	A2
ICS Forms.....	A3
Individual Assistance Form .....	A4
<b>Appendix B – Local Documents.....</b>	<b>B</b>
List of Delegations of Authority .....	B1
Communication Plan.....	B2
Emergency Contact List.....	B3
List of Mutual Aid Agreements .....	B4
Resource Lists .....	B5
Maps, Diagrams, Plans, and Attachments .....	B6
Animal Resources .....	B7
Continuity of Operations Plan .....	B8
Evacuation Plan .....	B9
Debris Management Plan.....	B10
<b>Appendix C – References &amp; Authorities .....</b>	<b>C</b>
Emergency Relief and Assistance Fund .....	C1
Vermont Stream Alteration Rule and Fact Sheet .....	C2
Minimum Grant Standards .....	C3
Vermont Statute Title 20, Chapter 1 .....	C4
NIMS Executive Order .....	C5
Shelter Inspections .....	C6
Municipal Guidance for Flood Emergencies.....	C7
<b>Appendix D – Templates.....</b>	<b>D</b>
NIMS Adoption.....	D1
Mutual Aid .....	D2
Emergency Management Ordinance.....	D3
Delegation of Authority .....	D4

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Town of Weathersfield, Vermont

WEATHERSFIELD FIRE SERVICES REIMBURSEMENT ORDINANCE  
(adopted 12/16/10)

**ARTICLE I**  
**GENERAL PROVISIONS**

A. Title

All rules and regulations contained herein, together with such additions and amendments as may be hereafter adopted, are hereby designated as the "Weathersfield, Vermont Fire Services Reimbursement Ordinance," or "Ordinance."

B. Authority

This Ordinance is adopted by the Town of Weathersfield, Vermont, pursuant to authority granted under 20 VSA 39(e) and 24 VSA Sections 1955 and 1971-1983. This Ordinance is designated as a Civil Ordinance under 24 VSA 1971(b).

C. Purpose

The purpose of this Ordinance is to provide for the reimbursement of costs for emergency and non-emergency responses by the Ascutney Volunteer Fire Association and West Weathersfield Volunteer Fire Department (as assisted by the Weathersfield Highway Department and Weathersfield Police Department) for Malicious Incidents, Nuisance Incidents, Motor Vehicle Accidents, Hazardous Materials Incidents, Non-Permitted Burns, Permitted Burns that get out of control, Brush and Wildland Fires, Special Events, and Special/Technical Rescue or Recovery Incidents. The Town of Weathersfield, Ascutney Volunteer Fire Association, West Weathersfield Volunteer Fire Department, Weathersfield Highway Department, and Weathersfield Police Department and all persons responsible for and involved with enforcement or application of this Ordinance, shall not be liable for any damage or injury to persons or property arising out of or relating in any way to this Ordinance or enforcement or application of this Ordinance.

D. Filing of Ordinance

The Town Clerk of the Town of Weathersfield shall file a certified copy of this Ordinance, as well as a certified copy of any additions or amendments to this Ordinance as may be hereafter adopted, in the municipal records.

**ARTICLE II**  
**DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

“Alarm Activations” / “Automatic Alarms” shall mean audible and/or visual alarm activations within or outside of a protected property, including those systems incorporating automatic fire department notification.

“Brush and Wildland Fire” shall mean any outside fire involving general natural combustible materials, other than a permitted burn, with no restriction concerning area involved, or size of any damaged area

“Emergency Incident” shall mean those incidents that require fire and/or emergency medical response in an immediate fashion, following established emergency response protocols.

“Emergency Personnel” shall mean the personnel of the Ascutney Volunteer Fire Association, West Weathersfield Volunteer Fire Department, Weathersfield Highway Department, and Weathersfield Police Department as well as the Town of Weathersfield Forest Fire Warden, Deputy Forest Fire Wardens, “Key Men,” and Weathersfield Emergency Management Director during their involvement in an emergency or non-emergency incident/event.

“Emergency System” shall mean a system within any given property provided for activation and occupant and/or emergency services notification in the event of a fire and/or medical emergency.

“Fire Alarms” -- see “Alarm Activations”

“Fire Chiefs” shall mean the individuals designated as heads of the Ascutney Volunteer Fire Association and West Weathersfield Volunteer Fire Department.

“Hazardous Materials Incident” shall mean the discharge or release of any hazardous material(s) from safe containment.

“Malicious Incident” shall mean those emergency incidents which stem from an individual’s intentional purpose to cause property damage, endanger lives, and/or cause the response of emergency personnel for other than an actual emergency.

“Motor Vehicle Accidents” shall mean incidents involving one or more motorized vehicles including cars, trucks, busses, trains, motorcycles, ATV’s, snowmobiles, boats, planes, and the vehicles and trailers being pulled by motorized vehicles.



“Non-Emergency Incident” shall mean those incidents which allow for fire and/or emergency medical response in a less urgent fashion, following established non-emergency response protocols.

“Non-Permitted Burn” shall mean the intentional disposal of outside debris via burning, without the verbal and/or written permission of authorized officials within the Fire Departments.

“Nuisance Incident” shall mean those incidents that are of the same nature, on a repetitive basis, at the same location, due to the lack of servicing to mechanical and/or electrical equipment of an emergency system, or the failure to correct a previously documented fire hazard, or false reporting of an emergency incident.

“Permitted Burn” shall mean the intentional disposal of outside debris via burning, with the verbal and/or written permission of authorized officials.

“Weathersfield Resident” shall mean any person who resides in the Town of Weathersfield.

“Special Event” shall mean those non-emergency events that occur within the Town, requiring the presence of emergency personnel, as required by municipal Ordinance or permits, Vermont Division of Fire Safety, the Fire Departments, or as requested by the owner of the involved property or event coordinator.

“Special/Technical Rescue or Recovery Incidents” shall mean incidents such as those that require rope rescue, confined space rescue, and/or trench rescue services and/or extrication.

“Town” shall mean the Town of Weathersfield, Vermont.

### ARTICLE III ELIGIBLE OCCURRENCES / INCIDENTS

The following types of occurrences and incidents within the Town of Weathersfield are eligible for invoicing pursuant to Article V of this ordinance:

- A. Malicious Incidents
- B. Nuisance Incidents
- C. Motor Vehicle Accidents
- D. Hazardous Materials Incidents
- E. Non-Permitted Burns (including burning trash and debris)
- F. Permitted Burns that get out of control

- G. Brush and Wildland Fires caused by negligence
- H. Special Events
- I. Special/Technical Rescue or Recovery Incidents

**ARTICLE IV**  
**ENFORCEMENT**

- A. All enforcement, invoicing, and application of this Ordinance is the responsibility of the Fire Chief having jurisdiction over the incident.
- B. The Fire Chief having jurisdiction over the incident is authorized to conduct investigations and take other steps that are necessary and provided by law to enforce this ordinance.

**ARTICLE V**  
**INVOICING**

- A. Malicious Incidents shall be invoiced per occurrence, with the perpetrator to be held responsible, using the Service Reimbursement Rates.
- B. Nuisance Incidents shall be invoiced per occurrence, except in the case of nuisance incidents involving a false fire alarm, which shall be invoiced after three occurrences in any 12 month period. The property owner shall be held responsible.
- C. Motor Vehicle Accidents in Weathersfield shall be invoiced to non-Weathersfield residents per occurrence. Weathersfield residents and taxpayers shall be invoiced only in circumstances where a traffic ticket is issued by a police officer or a physical arrest by a police officer has occurred for one of the following offenses: (1) Excessive speed (Title 23 VSA 1097), (2) Careless and Negligent operation (C&N) (Title 23 VSA 1091), (3) Driving While Intoxicated (DWI) (Title 23 VSA 1201), (4) Driving with a suspended license (DLS) (Title 23 VSA 674), (5) Leaving the scene of a motor vehicle accident (LSA) (Title 23 VSA 1128), (6) Operating a Motor vehicle without the owner's consent (OOC) (Title 23 VSA 1094), (7) Attempting to Elude a Police Officer (ATE) (Title 23 VSA 1133), (8) Basic rule and maximum limits (ESA) (Title 23 VSA 1081.a). In the event multiple vehicles are involved, responsibility for costs may be prorated, as determined by the Fire Chief having jurisdiction over the incident, among the person(s), operator(s), or vehicle owner(s) involved.
- D. Hazardous Materials Incidents are invoiced per occurrence, pursuant to the Town of Weathersfield, Vermont, Hazardous Materials Response Ordinance, adopted February 19, 2001, amended on December 16, 2010, as may be amended from time to time.

- E. Non-Permitted Burns shall be invoiced per occurrence, with the individual responsible for the burn being held responsible.
- F. Permitted Burns that get out of control shall be invoiced per occurrence, with the individual to whom the burn permit was issued being held responsible.
- G. Brush and Wildland Fires shall be invoiced per occurrence, with the individual responsible for the fire being held responsible.
- H. In circumstances where the responsible party in the preceding circumstances (#A, B, D, E, F, and G) cannot be identified and/or located and/or reimbursement cannot be obtained from the person, the property owner shall be responsible for the invoiced costs if the Fire Chief having jurisdiction over the incident determines that services were made necessary due to the fault of the property owner.
- I. Special Events shall be invoiced per occurrence, with the property owner or event organizer(s) responsible as indicated at the time of the event planning.
- J. Special/Technical Rescue or Recovery Incidents shall be invoiced per occurrence. In the event multiple individuals are involved, responsibility for costs may be prorated, as determined by the Fire Chief having jurisdiction over the incident, among the persons involved.
- K. Invoicing / Reimbursement rates for any incident and/or occurrence shall be as established from time to time by the Weathersfield Select Board at a duly warned meeting of the board. The Weathersfield Fire Commission may make recommendations to the Select Board regarding these rates. These rates shall be on file in the Town Clerk's office and available for inspection.
- L. Reimbursement of costs incurred by the Town's Fire Departments for emergency and non-emergency responses by the Ascutney Volunteer Fire Association and West Weathersfield Volunteer Fire Department (as assisted by the Weathersfield Highway Department and Weathersfield Police Department) shall be sought only for the Occurrences and Incidents Types listed above.
- M. The responsible party designated in Article V shall be solely responsible to directly pay outside contractors assisting in providing emergency and non-emergency responses (for example, for tow trucks, cranes, excavators).

ARTICLE VI  
ORDINANCE MANAGEMENT

- A. This Ordinance shall be managed by the Fire Chief having jurisdiction over the incident or their designees.
- B. The Town of Weathersfield shall be reimbursed by the responsible party designated in Article V for reasonable and necessary expenses incurred by the Ascutney Volunteer Fire Association and/or the West Weathersfield Volunteer Fire Department and for any assistance to these fire departments provided by the Weathersfield Highway Department and/or Weathersfield Police Department pursuant to the following procedures:
1. Invoices shall be issued by the Fire Chief having jurisdiction over the incident or their designee using the services of the Town of Weathersfield Finance Department.
  2. Invoices shall include the date(s) on which services were provided by the Ascutney Volunteer Fire Association and/or West Weathersfield Volunteer Fire Department (as assisted by the Weathersfield Highway Department and/or the Weathersfield Police Department), the type of incident under Article V that is serving as the basis for the invoice, a brief explanation of the services provided, and the cost of the services provided.
  3. Invoices shall provide that payment shall be made to the Treasurer of the Town of Weathersfield within 30 days of the date of invoice with interest to accrue at 1% per month beginning on the 31<sup>st</sup> day.
  4. 25% of any Reimbursement Rates collected for any Fire Department vehicles owned by the town shall be retained by the Town and deposited into the Town's Fire Equipment Motorized Reserve Fund, with 75% returned to the appropriate Fire Department.
  5. Within 30 days of receipt, the Weathersfield Finance Department will remit any revenues received (as apportioned on the invoice and minus any portion being retained by the Town under Section VI.B.4 above) to the Ascutney Volunteer Fire Association and/or the West Weathersfield Volunteer Fire Department, and will retain the balance in the Town's General Fund (for services provided by the Weathersfield Highway Department and/or the Weathersfield Police Department).
  6. The invoice shall be mailed first class mail to the last known address of the person responsible for paying the invoice.

**ARTICLE VII**  
**SEVERABILITY / LIABILITY / AMENDMENTS**

- A. If any portion of this Ordinance is held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.
- B. This Ordinance and its provisions may be amended by the Weathersfield Select Board pursuant to applicable provisions of the law.

**ARTICLE VIII**  
**APPEALS PROCESS**

Any invoice may be appealed to the Weathersfield Municipal Manager. The appeal shall be in writing, and shall be filed with the Municipal Manager within fifteen days of the invoice date. The appeal shall be acted upon by the Municipal Manager within fifteen days after the receipt of the appeal notice. Upon such appeal, the Municipal Manager shall act to reverse, affirm, or modify in any regard the original invoicing determination of the Fire Chief having jurisdiction over the incident. The Municipal Manager shall issue a written decision to the aggrieved party within fifteen days of the appeal hearing.

**ARTICLE IX**  
**ORDINANCE IN FORCE**

- A. Date of Enactment

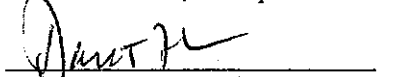
Duly enacted and ordained by the Select Board of the Town of Weathersfield, Windsor County, State of Vermont, on this 16 day of December, 2010, at duly warned and duly held meetings of the Weathersfield Select Board.

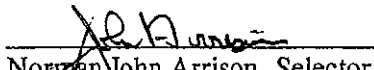
- B. Effective Date

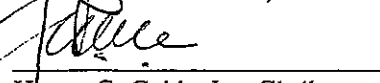
This Ordinance shall become effective sixty (60) days from the date hereof, that is, on February 15, 2011.

WEATHERSFIELD SELECTBOARD

  
\_\_\_\_\_  
Glenn S. Fisher, Chairperson

  
\_\_\_\_\_  
David T. Fuller, Jr., Vice-Chairperson

  
\_\_\_\_\_  
Norman John Arrison, Selector

  
\_\_\_\_\_  
Henry C. Cobb, Jr., Clerk

  
\_\_\_\_\_  
Gordon S. Eglintine, Selector

**Town of Weathersfield, Vermont**  
**WEATHERSFIELD FIRE SERVICES REIMBURSEMENT ORDINANCE**  
**SERVICE REIMBURSEMENT RATES**  
(adopted on 12/16/10)

Pursuant to Article V, Section K. of the Weathersfield Fire Services Reimbursement Ordinance, the following invoicing/reimbursement rates shall apply:

Fire Department Vehicles

Pumpers	\$300/hour
Ladders	\$300/hour
Hazmat trailers	\$100/hour
All other vehicles	\$200/hour

Police Department and Highway Department Vehicles and Heavy Equipment

The most recent equipment rates listed in the document entitled "FEMA's Schedule of Equipment Rates," Department of Homeland Security, Federal Emergency Management Agency, Recovery Directorate, Public Assistance Division.

[Note that the labor costs of an operator are not included in these equipment rates.]

[see <http://www.fema.gov/government/grant/pa/eqrates.shtm>]

Labor

Fire Department Volunteers	no charge
Town Highway and Police Personnel	\$30/hour or \$45/hour for overtime

Specific Equipment and Materials

Specific equipment and materials that are disposable, damaged, or non-reusable as a direct result of mitigating the occurrence or incident shall be invoiced according to replacement value costs.

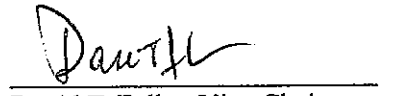
Medical and Other Expenses

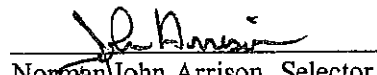
Medical expenses and any and all other incidental costs incurred as a direct result of mitigating the occurrence or incident shall be invoiced according to their actual costs.

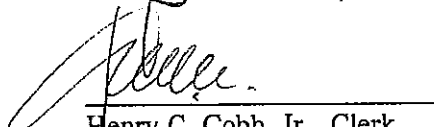
Adopted by the Select Board of the Town of Weathersfield, Windsor County, State of Vermont, on this 16 day of December, 2010, at duly warned and duly held meetings of the Weathersfield Select Board, and effective beginning on the 15 day of February, 2011.

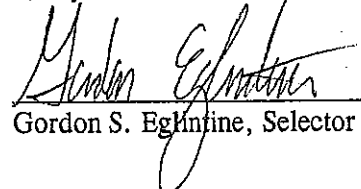
WEATHERSFIELD SELECTBOARD

  
Glenn S. Fisher, Chairperson

  
David T. Fuller, Vice-Chairperson

  
Norman John Arrison, Selector

  
Henry C. Cobb, Jr., Clerk

  
Gordon S. Eglintine, Selector

**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**  
**as Adopted on February 1, 2001**  
**and as Amended on 12/16/10 and 8/3/15**

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| 1.  | AUTHORITY   |
| 2.  | PURPOSE OF ORDINANCE                                      |
| 3.  | APPLICATION   |
| 4.  | DEFINITIONS   |
| 5.  | DUTIES  |
| 6.  | HAZARDOUS MATERIALS CONTROL, CONTAINMENT, AND<br>CLEAN UP |
| 7.  | REIMBURSEMENT RATES                                       |
| 8.  | ORDINANCE MANAGEMENT                                      |
| 9.  | ENFORCEMENT   |
| 10. | INCONSISTENT ORDINANCES REPEALED                          |
| 11. | SEVERABILITY  |
| 12. | EFFECT  |

**1. AUTHORITY**

This Ordinance is adopted in accordance with the provisions of Title 12, Section 5783, Title 20, Sections 39(e) and 2673, and Title 24, Chapter 59, of the Vermont Statutes Annotated.

**2. PURPOSE OF ORDINANCE**

- a. There are two purposes for this ordinance: First, to provide for the orderly and expeditious control and cleanup of hazardous materials, and second, to provide a procedure for the recovery of Town costs resulting from hazardous materials incidents.
- b. This Ordinance requires that any person in possession of such hazardous materials shall pay for all services provided by the Town, its officers, departments, agents, or employees, to control and cleanup said materials, and to require that the Town be reimbursed for any costs or damages, direct or indirect, incurred as a result of its efforts to contain, control, clean up, or otherwise abate such hazardous materials incidents.
- c. It is not the purpose of this Ordinance to impose upon the Town, its officers, departments, agents, or employees, any obligation to secure or remove any hazardous materials from the Town of Weathersfield once safe containment of the hazardous materials is made. The person in possession of such hazardous materials involved with the hazardous material incident is responsible for the costs of securing or removing any hazardous materials from the Town of Weathersfield. Moreover, nothing in this Ordinance shall relieve any person(s) in possession of hazardous materials of any obligation imposed by Federal or State laws, and specifically nothing contained herein shall be deemed to permit the possession, storage, or use of hazardous materials, except in conformance with all applicable Federal, storage, or use of hazardous materials, except in conformance with all applicable Federal, State, and local laws and regulations.

**3. APPLICATION**

This Ordinance shall apply to all incidents involving hazardous materials within the boundaries of the Town of Weathersfield, and to any person or persons who may possess

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**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**

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such materials found within the boundaries of the Town, except as such prevailing Federal or State laws or regulations may take precedence over such person or persons.

**4. DEFINITIONS**

For the purposes of this Ordinance, the following terms shall have the meanings stated:

- a. "Hazardous Materials" shall mean those substances, materials, or agents in such quantity, state, and form as may constitute a potential risk to the health and safety of the people and environment of the Town, and which may constitute a threat to property, including, without limitation, the following: explosives; radioactive materials, etiologic agents, flammable materials, combustible materials, poisons, oxidizing or corrosive materials, and compressed gases. This shall also include any other materials listed as 'hazardous' by the Materials Transportation Bureau of the United States Department of Transportation, in Title 49 of the Code of Federal Regulations, as amended, or those materials regulated pursuant to Title 10, Chapter 47, of the Vermont Statutes Annotated, or any other applicable Federal or State regulations;
- b. "Incident" shall mean a discharge or release of any hazardous material(s) from safe containment;
- c. "Incident Duration" shall mean the length of time from when emergency services are called until the command is terminated by the Incident Commander (IC) and the equipment involved with the incident is recovered;
- d. "Person" shall mean any individual, corporation, or other entity having the recognized legal status of a person, i.e. association, or any partnership, trust, or other legal entity as distinguished from the individual members thereof;
- e. "Person in possession" shall include not only the owner, but any agent, consignee, employee, contractor, or representative within a chain of control;
- f. "Possession" shall mean to possess, own, hold, or having within his, her, or its control any material defined as a hazardous material. In the case of any corporation or other legal entity, in addition to the entity itself, its officers, directors, or other natural personas having legal responsibility for the control of said entity shall be deemed to be in possession. It is the intention of this Ordinance to include with the concept of person in possession not only the legal owner, but also any and all other persons who may, at any time, come within the chain of control, without regard to the issue of legal title.

**5. DUTIES**

- a. The person or persons in possession of any hazardous material(s) shall have the duty to prevent its accidental or intentional discharge or release, and to ensure that any such material(s) is used in a manner which will prevent its escape from safe containment.
  - b. No person in possession shall dump, deposit, release, or dispose, or cause to have dumped, deposited, released, or disposed, any hazardous material(s) within the Town of Weathersfield.
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**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**

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- c. In the event of the discharge or release of any hazardous material(s) from safe containment, the person in possession at the time of the discharge shall immediately report the incident to the 911 Emergency Response System.

**6. HAZARDOUS MATERIALS CONTROL, CONTAINMENT, AND CLEAN UP**

- a. The Fire Department shall be notified promptly of such reported incident, and shall take any and all actions as is necessary to protect the public health, safety, property, and the environment.
- b. The primary goals of the Fire Department shall be to bring the hazardous material(s) under control in safe containment, and to minimize the damage caused by said material(s).

**7. REIMBURSEMENT RATES**

- a. Invoicing / Reimbursement rates for any incident and/or occurrence shall be as established from time to time by the Weathersfield Select Board at a duly warned meeting of the board. The Weathersfield Fire Commission may make recommendations to the Select Board regarding these rates. These rates shall be on file in the Town Clerk's office and available for inspection.
- b. Costs shall include, but not be limited to, an Initial Response Fee, as well as charges for labor, apparatus use, materials use, medical expenses, equipment damage or replacement, and any and all other incidental costs.
- c. Based upon the adopted fee schedule, the person, or persons, in possession of any hazardous material(s) that is discharged shall pay an Initial Response Fee and, in addition, shall be strictly liable to the Town of Weathersfield for all costs incurred by the Town, the Ascutney Volunteer Fire Association and the West Weathersfield Fire Department (as assisted by the Weathersfield Highway Department and Weathersfield Police Department), its officers, departments, agents, or employees for the control, containment, and cleanup of the hazardous materials which may have been discharged or released.
- d. If such material was possessed by more than one (1) person, then all shall be jointly and severally liable, and the costs incurred by the Town, its officers, departments, agents, or employees may be recovered from any one (1) of them, by action brought in any court of competent jurisdiction.

**8. Ordinance Management**

- a. This Ordinance shall be managed by the Fire Chief having jurisdiction over the incident or their designees.
  - b. The Town of Weathersfield shall be reimbursed by the responsible party designated in Article 2.c. for reasonable and necessary expenses incurred by the Ascutney Volunteer Fire Association and/or the West Weathersfield Volunteer Fire Department and for any assistance to these fire departments provided by the Weathersfield Highway Department and/or Weathersfield Police Department.
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**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**

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c. The following reimbursement procedures shall be followed:

1. Invoices shall be created and issued by the Fire Chief having jurisdiction over the incident or their designee, including the date(s) on which services were provided by the Ascutney Volunteer Fire Association and/or West Weathersfield Volunteer Fire Department (as assisted by the Weathersfield Highway Department and/or the Weathersfield Police Department), the incident that is serving as the basis for the invoice, a brief explanation of the services provided, and all expenses associated with the services provided.
2. Payment shall be made to the Fire Department within 30 days of the date of invoice with interest to accrue at 1% per month beginning on the 31<sup>st</sup> day.
3. Within 30 days of receipt, the Fire Department will forward to the Town of Weathersfield Finance Department 25% of any Reimbursement Rates which were specific to apparatus owned in whole or in part by the Town and used on the scene as well as 100% of the Initial Response Fee, to be deposited into the Town's Fire Equipment Motorized Reserve Fund. A copy of the invoice shall accompany payment.
4. All funds retained by the fire departments that have been generated from Town-owned equipment shall be considered "Weathersfield Funds" under Articles I and VII of the Fire Protection Agreements between the Town and the West Weathersfield Fire Department and the Ascutney Volunteer Fire Association. They shall be segregated from all other funds of the two departments. The departments shall furnish to the Town yearly an accounting of all "Weathersfield Funds" deposited or withdrawn from the fund and what vehicles, apparatus, and/or Capital Equipment have been purchased with "Weathersfield Funds."
5. The invoice shall be mailed first class mail to the last known address of the person responsible for paying the invoice.

9. **ENFORCEMENT**

- a. This Ordinance is designated as a Civil Ordinance, pursuant to 24 V.S.A. 1971 (b).
  - b. This Ordinance may be enforced by the Chief Engineer, or his/her designee, of the respective Fire Department.
  - c. Prosecution of any violation of this Ordinance shall be undertaken by either the enforcement officer, or a representative designated by the Town of Weathersfield in a court of competent jurisdiction.
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**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**

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10. **INCONSISTENT ORDINANCES REPEALED**

Any provision of any Ordinance of the Town of Weathersfield in effect at the time of enactment of this Ordinance governing any activity included in this Ordinance is hereby revoked.

11. **SEVERABILITY**

- a. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof.
- b. The Select Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

12. **EFFECT**

- a. No section of this Ordinance shall be construed to supersede or replace any Vermont statute.
- b. This Ordinance as amended on 8/3/15 shall be entered in the minutes of the Select Board's meeting, and posted in at least five conspicuous places with the Town of Weathersfield and published in a newspaper circulating in the Town on a day not more than fourteen days following the date when the Ordinance has been amended.
- c. This Ordinance as amended on 8/3/15 will become effective on the 10/3/15, sixty days after the date of its adoption by the Select Board, unless a petition is filed with the Town Clerk by 9/17/15, forty-four days after the date of its adoption. The petition should be addressed to the Select Board, should be signed by at least five percent (5%) of the qualified voters of this municipality, and should ask for a special meeting to be called on the question of disapproving the Ordinance amendments. Questions about the Ordinance may be directed to the Town Manager in the Municipal Offices, Weathersfield, Vermont, or by calling telephone number (802) 674-2626.

The foregoing Amendments to the Hazardous Materials Response Ordinance (first adopted on 2/2/01, and as amended on 12/16/10 and 8/3/15) are hereby adopted by the Select Board of the

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**TOWN OF WEATHERSFIELD, VERMONT**  
**Hazardous Materials Response Ordinance**

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Town of Weathersfield, Vermont, this 3rd day of August, 2015.

**WEATHERSFIELD SELECTBOARD**

