

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

Select Board
Martin Memorial Hall
5259 Route 5, Ascutney VT
Wednesday October 4, 2017
7:00 PM

SPECIAL JOINT MEETING
WITH
SELECT BOARD
FIRE COMMISSION
WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT
ASCUTNEY VOLUNTEER FIRE ASSOCIATION

MINUTES
APPROVED 11/6/2017

Select Board Members Present: Daniel Boyer
C. Peter Cole
Lynn Esty
Amy Beth Main
Kelly Murphy

Select Board Members Absent:

Ed Morris, Town Manager

Others Present:

Cheryl Watson	Jordyn ?	Katie Cooper	Mark Girard
Richard Watson	Mychael Spaulding	Ken Cooper	Derek Gurney
Tracy Dauphin	Josh Dauphin	Josh Compo	Ray Stapleton
Edith Stillson	Darrin Spaulding	Tom Leach	Ernest Shand
Shawn Brown			

1. Call to Order

Ms. Murphy called the meeting to order at 7:00PM.

Ms. Murphy opened the meeting by reading the ground rules for conduct of the meeting.

The follow-up meeting will be held on October 25th to finish whatever is tabled at this meeting. The contract will be revisited at the November 6th Select Board meeting. If no additional information is required, the Board may vote on the contract at that meeting.

Spokespeople for AVFA: Darrin Spaulding, Mark Girard, Katie Cooper

Spokespeople for WWVFD: Josh Dauphin, Mychael Spaulding, Mike Barrup

Everyone was able to view AVFA's counter proposal next to Mr. Morris's version on a screen. The review was completed section by section, addressing/comparing each version.

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2. Fire Agreement Discussion

a. Introduction

AVFA requested replacing the words *the Department* with *AVFA* throughout the entire contract.

At the outset of the discussion, AVFA was seeking to have its own individual contract, which gave rise to some confusion as to what the goal of the meeting was – to create one contract with only AVFA listed or to create two separate contracts that are different. Mr. Morris said AVFA was seeking to have what has been done in the past – two nearly identical contracts – one for AVFA and one for WWVFD. However, AVFA was also asking to reinstate the jurisdictional boundary. Other than that, the two contracts would just interchange the names.

Mr. Girard said AVFA wanted specific separate contracts because throughout the contract, it states “the department”, “the chief”. If there were more clarification that says “the departments”, “the elected chiefs of the departments”, then one contract might be feasible. (He would have to bring it back to the membership to ratify.)

Mr. Dauphin asked if that wasn't already covered in the definitions. Mr. Morris agreed that it was, but said he didn't have a problem with it being “the departments”.

Mrs. Esty asked if the contract the Board was going to sign would be the same one that WWVFD was going to sign or would there be two separate contracts. Ms. Murphy said the goal of the discussion tonight was to have a single contract – whether it is a contract with both names in it or one name in each contract - the structure and content of the contract should be one.

Mr. Dauphin asked that if there are two contracts, the only difference between them would be the names of the departments. The Board agreed to that – there would be one contract with clarification of the departments.

b. Article I Definitions

b.i. Section 1.1 Certain Definitions

AVFA requested global change – *the Department* be replaced with *AVFA*.

Annual budget: It was agreed by all to add “*and ending June 30th of the following year*” to the end of the sentence.

Annual Appropriation: AVFA requested adding *directly paid to AVFA* after the word *budget* (Discussion of this was delayed until the discussion came to the section on appropriations.)

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AVFA: AVFA requested adding *AVFA means Ascutney Volunteer Fire Association, a 501(C)(3)*.

(With one contract, Mr. Morris can put this in for both departments.)

Call: AVFA requested changing *the Department* to *AVFA*.

Department: It is unclear what AVFA requested – the definition is shown in purple as being deleted by AVFA.

It was agreed by all that Mr. Morris will add this back in as “*Departments*” with a better definition and bring it to the next meeting.

Dispatch: AVFA requested changing “*Department*” to “*AVFA*”.

Emergency Dispatch Services: Same as above

Failure to respond: AVFA requested changing “*Department*” to “*AVFA*”.

Mr. Morris said he and AVFA had worked on some of the wording for this section. The discussion revolved primarily around what number of personnel constitutes a failure - Mr. Morris's version states “one member”, AVFA countered with, “adequate number”. Mychael Spaulding objected to adding a specific number (e.g. one engine with at least three firefighters for a structure fire). Ms. Murphy said at least one member must be present or trucks don't move. Mr. Morris said that one member to a medical call maybe adequate, but one member to a structure fire is completely worthless.

Mr. Morris said he thinks it is best to have both departments in one document because then adequate response would be between the two departments – not each department having to provide it. The Town needs adequate response between both departments.

Mr. Dauphin saw having the example of three firefighters as a housekeeping issue that should be in his department's SOP of how many firefighters would need to go out on a truck. He said he was confused as to why it needed to be in the contract. Ms. Murphy said that at some point the contract has to take into consideration NFPA standards and we're “not even close to having that conversation”. She agreed with taking the example out if everyone wanted to go with “adequate number” and both departments are aware of what the standards are and they are aware of their own safety.

Trying to establish what constitutes an adequate response (or the lack thereof) is difficult because it is different for each scene. There is no real definition. However it is prudent for the Town to expect a certain level of response. Mr. Morris said it is a somewhat national

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standard and known that if you don't have at least three people on a first response on an engine or on scene initially then you really can't do anything by NFPA or OSHA standards.

Mr. Cole suggested referring back to each department's SOGs rather than stating a specific number - "an adequate number as defined in the department's SOGs". Mr. Girard objected because the departments do not have identical SOGs.

Ms. Main said that in its most simple terms, "failure to respond" means no one shows up, regardless of department, regardless of the number of people, and asked if it was necessary to go into such detail in the contract.

Mr. Morris said the words in his proposal were taken directly from the previous contract. It referred to section 2.3b, but he took the wording from 2.3b and moved it into the definition.

Mrs. Esty suggested, "*Failure to respond means failure of personnel from the departments to respond to a call*".

Mr. Spaulding said that in the case of a structure fire, there will automatically be aid coming in regardless of department. (For example, Claremont sometimes may be the first on scene in a structure fire.)

Mr. Dauphin said that not a single person from a department shows up, there definitely should be some answers as to why. If there is at least one that has knowledge of the Town layout, dry hydrant locations, etc., that should be sufficient. With mutual aid, it wouldn't be like no trucks are coming.

Mr. Morris preferred to use the "*failure of at least one member of the departments*" language as in the original. Everyone agreed to that.

Mr. Girard asked to return to the definition of "Annual Budget". He said the words "*starting July 1st and ending June 30th of the following year*" can be deleted because the term "fiscal year" is defined in the contract.

Fiscal Year: AVFA requested adding *starting July 1st* after the word *Weathersfield*.

Everyone agreed to *Fiscal Year means the fiscal year of the Town of Weathersfield*. (Remove "*July 1st to June 30th of the following year*".)

Operating Funds: AVFA requested adding the word "*means a*" and deleting the word *Operating*.

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Routine Preventative Maintenance: AVFA did not request any changes to this definition.

(Beneath the definition was the question, “*How will we address responsibility to fix broken equipment???*” It was agreed to wait until the discussion on maintenance is concluded to address this.)

Mr. Morris said this term (routine preventative maintenance) means changing oil filters, belts, hoses, wiper blades, etc. He said AVFA changed this a little bit and added some things to the list, but they had been agreed to. This goes down to the maintenance section at the end. If we do not take over all of the maintenance, we need to define what routine maintenance is. Mr. Morris agreed that everything in the list is what constitutes routine maintenance, including tires.

Mr. Barrup said he thought this was taken out when the Town agreed to take on all maintenance of everything used for fire services. Mr. Morris agreed, but said that AVFA was proposing something different.

So with the highlighted section – Mr. Morris said to wait on that, take notes, “but it depends on what happens in the truck maintenance section, because if we take over all maintenance – well this is equipment – are you talking? Trucks – that's what we were referring to, apparatus. If we provide only routine maintenance, what happens if a truck breaks?” Mr. Morris said he would take notes and when the discussion gets to the truck maintenance part of the contract, and we figure out what we are going to do, if this is applicable, then we can come back to it.

Services: AVFA proposed adding the words, “*,but to assist upon request the ESP contracted for emergency medical services*”.

Mr. Girard said this comes from comments regarding AVFA responding to all medical calls. He said AVFA's service is to provide fire protection and basic first-responder emergency services, like car accidents. “But if Golden Cross needs us, we are to respond as part of our services. There have been talks at the Select Board level in years past and in other places, that some calls aren't really necessary.”

Mr. Dauphin said, “As far as the contract goes what has been talked about in the past is in the past. There has never been anything set in stone. Our main focus and priority is fire protection - emergency services or EMS calls are to assist Golden Cross.” He said he didn't know if it made sense to have the added part in the definition unless the Select Board puts in effect that we do not respond to any medical calls.

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Mr. Barrup said a call could come in as a “lift-assist”, “but there have been times when we have gone to places for a “lift-assist” and do CPR and the people don't make it, so if we don't go to a certain call and somebody dies, we aren't going to be held responsible but we're going to look really bad.” He said they need to go to medical calls.

Mr. Boyer said they need to have a higher level of training to be able to do the assist in anything other than basic first aid. Mr. Barrup said if they go any higher they will be a rescue squad. Right now they are covered under the Good Samaritan Law to do more than an actual first-responder can (CPR, AED, etc.)

Mr. Morris said his version is the same as the previous contract. He said, “It's good to protect the departments from the Select Board coming back in the future and telling them they shouldn't be doing that, but the flip-side of that, this (AVFA's version) is saying you will respond to medical calls, which ties back to that failure to respond. If you are able to assist and didn't go, you would be held liable to that through the contract.”

Mr. Dauphin said they are doing it now and that's how it has been for the past couple of years. Having it be in the contract is like saying now we're going to do this when we have been doing it and we're probably going to continue doing it, because if we don't get toned to our side of town there will probably be a lot of angry residents about response time.

Ms. Murphy asked if Mr. Dauphin if it was alright to leave the language in the contract as it doesn't change the services they are going to provide.

Mr. Dauphin wanted clarification of what was being requested. Will Golden Cross have to decide which calls they will need help on and request accordingly?

Mr. (Mychael) Spaulding asked why the language couldn't remain as it was.

Ms. Main asked to define “to assist”. She said it goes back to the training issue. “If you say you are assisting, what does that mean you are doing – that changes the definition of what's happening right now, potentially. It makes it sort of gray. Leaving it as it is in the previous contract and what has been happening makes more sense.”

Mr. Girard said that the Town Manager's version says “excluding medical calls”, so if they receive a request to help get a person out that's a medical call. “So by us putting in, unless we are asked to assist, if we're automatically toned that ----. That protects the Town and the taxpayers that they know we're coming. But in the Town Manger's one it says 'excluding medical services’”. Ms. Murphy pointed out that this is the language in the current contract. Mr. Girard acknowledged that but said he didn't think it protects the taxpayers.

Mr. Dauphin suggested tabling this item and having the attorney review it.

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Mr. Morris said to examine how the word “services” is used in context in the contract. He said this is not defining the services the departments will provide, but rather how it is used in the contract. “So where is services provided, what's it doing – if it's just talking about how you are going to provide fire service, then in the definition it's not saying you can't do emergency medical. It is saying in the contract, the word 'services' does not pertain to medical.”

Mr. (Mychael) Spaulding said, “It says basic first response – that's what we do. Anyone who is an EMT or higher goes under Golden Cross – that's exactly what's stated in there. We're not an EMS service. We're a fire department. Anyone who's an EMT goes over to Golden Cross, goes on their insurance and is covered by them. So there's nothing wrong with what's stated there.”

It was agreed to table this until the next meeting. Ms. Murphy asked Mr. Morris to work with Mr. Dauphin and Mr. Girard to create an acceptable definition.

Service area: AVFA requested re-establishing service areas for each department.

Mr. Morris's version removes the territorial boundary and states that the service area is the Town of Weathersfield in its entirety. The counter proposal reinstates the territorial boundary as in the original contract.

Mr. Girard said his membership wanted the clarification of who gets toned, who is in command, etc. He said he was okay with taking the boundary out “as long as it refers back to some sort of procedure set up by the Fire Commission with the territories and boundaries stated.”

Ms. Murphy said she could foresee an issue with that – the contract could say one thing, each department's SOGs could say something different, and none of it matches. “Whether or not the Fire Commission is the entity, the two fire departments really need to come together and have a conversation and share their SOGs and work on that, regardless of whether or not you have a quorum for a Fire Commission meeting. Chaos will be created if unity can't be achieved.” She agreed that the territories should come out, but it will prompt transparency with regard to each department's SOGs, especially when the departments are training and responding together.

Mr. (Mychael) Spaulding, “Your department has the problem with command – that's the big thing. Everyone Fire 1 takes ICS or everyone that goes to ----- command system, it doesn't matter what side of Town it is ---- it's whoever gets there first, someone's going to establish it (command) no matter if you guys are coming or us – it' s just – ICS is national – that's just

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standards. I don't know how else to explain that. It's not his SOGs, it's not our SOGs, it's just ICS.”

Mr. Morris agreed – first officer on scene establishes command- command is not turned over until that person relinquishes it – “no matter where you're at. That's what ICS teaches us.”

Ms. Murphy: “If there are no clear boundaries for service area, then the service area is the Town of Weathersfield.”

Mr. Girard: “Yes. The membership was very adamant on having the boundaries set there. But if it referred back to a procedure set up that has boundaries set in there...”

Ms. Murphy: “That the two fire departments are in agreement on?”

Mr. Girard: “Yes. The same boundaries that we had. We can't put them in the contract if there's two separate sets of boundaries.”

Ms. Murphy said this would be tabled. She asked Mr. Girard to ask the membership specifically why they need the boundaries in the contract.

Mr. Girard said it is to eliminate any future issues arising between departments. He acknowledged that while ICS should take care of that, it hasn't in the past. “If Darrin shows up for a call first and the departments are ----- and he doesn't turn over command it's going to cause an issue. If Josh shows up to a call first and the two departments are ---- it's going to cause an issue.” This is to eliminate any possible issues “down the road.”

Mr. Dauphin: “It shouldn't matter who's chief of either department- it shouldn't matter where it is in the Town, the first --- company officer, firefighter, peon, whatever it is arrives on scene – they have command until they release command. If they do not release command, then that is a later discussion at a different point.”

Mr. (Mychael) Spaulding said that everyone should conduct themselves in a professional manner if they are following ICS. “As it is now, we meet on scene, turn it over to one another, and we don't want boundary lines on what we have.”

Mr. Barrup said he hadn't seen any issues in the last few years.

Ms. Murphy said this was to be tabled. She asked Mr. Girard to provide exact wording for this by the next meeting if his membership was determined to keep the the Town divided.

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Station: AVFA requested changing *the department* to *AVFA*.

Weathersfield Funds: AVFA requested adding the words *paid quarterly* to the end of the sentence

(This was addressed in a different section.)

c. Article II Provision of Services

c.i. Section 2.1 Services

AVFA requested changing *The Department* to *AVFA* and adding *of the Town of* before the word *Weathersfield*.

It was agreed that this should be matched with the definition.

c.ii. Section 2.2 Obligation to Provide Services

AVFA requested changing *The Department* to *AVFA*.

Ultimately no changes were made.

c.iii. Section 2.3 Provision of Services

AVFA requested changing *The Department* to *AVFA*.

(C) AVFA requested changing *The Department* to *AVFA personnel*.

c.iv. Section 2.4 Emergency Dispatch Services

AVFA proposed, "*AVFA will remain dispatched by the agency responsible for dispatching Mount Ascutney Repeater Association, unless both contracted ESPs AVFA, WWVFD and Select Board with unanimous majority decision of said entities decide to contract Emergency Dispatch Services elsewhere.*"

(A) AVFA requested:

- changing *Department* to *AVFA*
- adding *The Town of* in front of the word *Weathersfield*
- adding *commanding officer of said Dispatch Service. If issues are not resolved to satisfactory then appeal to Mount Ascutney Repeater Association, and if satisfaction is still not met bring to attention of WWVFD and Select Board for possible action and resolution* to the end of the first sentence.

Ms. Murphy asked for clarification as to what this means – why is Mt. Ascutney Repeater Association being added in? Mr. Girard said that AVFA had “dumped” \$30,000 into the Association in the early 1990's to have a local dispatch for Windsor, Hartland, West Windsor

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and Cornish. Each department had to put in \$30,000 to get a repeater license and set up the dispatch.

Ms. Murphy summarized: “There is a Mt. Ascutney Repeater Association to which AVFA paid \$30,000 to buy equipment and get that repeater association up and running 27 years ago. From that point forward, the Town of Weathersfield is paying about \$2000 a year in dues to that repeater association to help update and keep its capital purchases up to date. That is separate from the dispatch service fee that the Town of Weathersfield pays to Hartford to provide the actual services of dispatching. So we have the equipment from the Mt Ascutney Repeater Association and we have the services provided by Hartford. What this piece was trying to do was to say that talking about the actual dispatch services – the Town of Weathersfield contracts with Hartford Dispatch to provide those dispatch services. We are paying for the service. If there is a meltdown in that service, it is the Town that is responsible. That doesn't by any means take out the Fire Commission or the fire chiefs working with the Fire Commission, working with the Town Manager, to figure out and identify what those issues are. At the end of the day, it is a contract between the Town of Weathersfield and dispatch services.”

Ms. Murphy went on to say that she was having a problem trying to understand how the repeater association got put into that section, when it is the actual service that Hartford is providing in that contract. The Town does not contract with the Mt Ascutney Repeater Association to provide dispatch services.

Josh Compo said he had brought this up (at the membership meeting) “mostly because communication is number one priority and it is very important that we stay tied to that organization unless the organization has an issue where all three agencies being the Town and both departments..... I understand separate. The concern was the Select Board possibly saying 'well the Mt Ascutney Repeater Association could be dispatched through Hartford, but we think it would be cheaper to go through Claremont dispatch. So now we walk away from the repeater association and Hartford ... repeater association stays. We were just trying to stay with the repeater association wherever they go.”

Darrin Spaulding said, “And with that .. staying on the repeater... when we were with the other agency they could not get the signal up to us and we always had to use telephones before cell phones were even invented...so that was one reason why we wanted to stay with a dispatch center that works off Mt. Ascutney repeater that assists everybody in the area for better communication.”

Mr. Morris said he may have to find a way to clarify a little on the dispatch and that he may have to learn a bit more about the repeater.

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It was agreed to table this.

Ms. Murphy said she wanted it to be clear that there is a contract between the Town and the dispatch services and that all contract negotiations for that service go through the Town Manager.

c.v. Section 2.5 Hydrants

AVFA requested removal of sections A and B. Mr. Girard said that A and B are part of the Fire Commission's responsibility.

In the replacement section A, AVFA requested changing *the Department* to *AVFA*.

In the replacement section B, AVFA requested adding *to include but not limited to vegetation growth, snow removal, and sand hydrants; all to maintain a minimum of 20 feet of access, and to be done within 24 hours at the end of storm.*

Ms. Murphy asked if anyone objected to removing these sections because it is the charge of the Fire Commission.

Mr. Dauphin said, "My only thought is this contract pertains to fire service and that we don't have a municipal town-wide hydrant system that some type of water indicator should be in the contract, especially if the Town decides to do away with the Fire Commission."

Mrs. Esty said she would like to see it rewritten to include the Fire Commission and both departments and both sections. Mr. Dauphin agreed and said the Town should be included. Mr. Morris said the Fire Commission is the Town. If the Commission ceased to function, its function would automatically revert to the Select Board.

Everyone agreed to: (A) "*A collaboration between the Town and the departments will be responsible for recommending the placement of new hydrants and pursuing grants to fund the construction and installation of new hydrants.*"

Mr. Morris's version: (B) "*The departments are responsible for testing hydrants to ensure they are operating correctly. Any problems or failures shall be reported to the Department of Public Works supervisor (Mr. Morris said they were going to change this back to Highway Superintendent) and Fire Commission by the Department.*" Everyone agreed to this language.

On item (C), AVFA added language to describe what the Town is supposed to maintain around the hydrants.

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Mr. Morris said a separate service agreement may be required to address hydrants on private roads such as the Pikes Peak hydrant that will soon be installed.

Mr. Dauphin asked if this language is needed in the contract when the list of the Town's maintenance obligations is delineated in the hydrant grant agreements. Mr. Morris recommended keeping it in in case there are hydrants installed that are not grant funded.

It was agreed to table this section so as to check the language of current easements for hydrants on private properties.

d. Article III Relationship

d.i. Section 3.1 Authority of the Town of Weathersfield

AVFA asked that the VSA number be attached. It was agreed to provide it.

d.ii. Section 3.2 Relationship

AVFA requested changing “*AVFA*” to “*departments*”.

AVFA requested removal of “*in good standing*” because they do not believe the board should determine who is in good standing and not allow them to speak. (Ms. Murphy said the board would not be making that determination – only the departments could determine who would speak on their behalf.)

AVFA requested adding *AVFA or any member thereof* at the end of the last sentence.

Mr. Dauphin said that in the past some members weren't allowed to speak because they weren't residents of the Town. But he agreed that members who are not fully participating shouldn't be speaking at a public meeting.

Mr. Morris suggested taking it out of the contract and letting the departments address it on their own.

In the paragraph addressing complaints, Ms. Murphy said that the Town's complaint policy is for complaints against Town employees. Complaint policies were developed for each of the departments. Why would AVFA want to recognize the Town's policy? Mr. Girard said he didn't remember anything called a “fire services complaint policy” (Mr. Morris' version), only a Town policy.

Ms. Murphy said the paragraph should read, “*The Town of Weathersfield and the departments will each recognize their own citizen complaint policies and procedures in the event that a written complaint is filed by any person against the fire departments.*” Everyone agreed to the final language.

d.iii. Section 3.3 Powers and Duties

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AVFA requested changing *the Fire Department* to *AVFA* in paragraph one.

AVFA requested changing *the Department* to *AVFA* and change *the Fire Chief* to in paragraph two.

d.iv. Section 3.4 Authority of Department

AVFA wanted the statute cited in the first paragraph. The actual language of the statute was removed. Everyone agreed.

d.v. Section 3.5 No Agency Created

AVFA requested changing *the Department* to *AVFA*. The highlighted question was disregarded.

e. Article IV Operating Funds

e.i. Section 4.1 Annual Budget; Operating Funds; Appropriation

Section 4.1 (A) AVFA requested changing *the Department* to *AVFA*.

(A)(i) AVFA requested changing *the Department* to *AVFA*.

(A)(ii) AVFA requested changing *the Department* to *AVFA*.

(A)(iii) AVFA requested removing the words *detailed* and *Operating*

(A)(iv) AVFA requested removing the word *detailed* and changing *the Department* to *AVFA*.

Section 4.1 (B) AVFA requested changing *the Department* to *AVFA*.

Section 4.1 (C) Add the word "*budget*" before the word "*calculation*"; AVFA requested changing *the Department* to *AVFA*.

Section 4.1 (D) AVFA requested adding "*the departments may appeal to the Select Board*" at the end of the sentence. AVFA requested changing *the Department* to *AVFA*.

Section 4.1 (E) AVFA requested changing *the Department* to *AVFA* and deleting the words *as separate line items* and *and shall be warned as such*. It was later agreed to retain the words "*as separate line items*".

e.ii. Section 4.2 Limitation of Funding Obligation

AVFA requested changing *the Department's* to *AVFA's Appropriation* and adding the words *and expenses in any year*. Following discussion it was agreed to change it to *The Town of Weathersfield shall have no obligation to fund the department's appropriation over and above amounts approved by the voters*.

e.iii. Section 4.3 Appropriated Operating Funds

AVFA requested adding the words *Section 4.4* at the end of the second sentence and removing everything following the word *in*.

After discussion, this section was tabled to allow Mr. Morris time to research the legality of moving funds to the reserves.

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e.iv. Section 4.4 Annual Appropriation

AVFA requested the following wording: *The annual appropriation approved at Town meeting shall be paid to AVFA in quarterly installments, payable (twenty) 20 days after each Town of Weathersfield quarterly property tax payment is due.*

AVFA wants to continue receiving their quarterly payments and to pay their own bills. There was discussion about events that had happened in the past and how it was time to learn from the past and move forward rather than constantly dwell on and refer to events that happened in the past.

Ms. Murphy said this section was to be tabled to allow the departments to talk with their members and to allow the select board to contemplate what they want to do, because this is a place where a decision has to be made in the contract.

Mr. Girard said another reason for this is if they go above the \$32,500, all those bills “end up back in our own pocket, so there could be a transfer of bookkeeping between our department and the Town, back and forth.” He said Mr. Morris “gave AVFA the option to do their own books and bill the Town for reimbursement which is the opposite of ... we can maintain doing that, but we don't want to go back and forth between who's paying bills, because at some point we run out of the \$32,500 and it's back on us paying the bills, and we go 8-9 months with us paying bills or with the Town paying bills ... and the Town doesn't pay them.”

Ms. Murphy: “You met with Ed to say that the reimbursement process was a possibility and the members have approved that.” Mr. Girard, “Yes.”

At present, WWVFD is submitting its bills to the Town and the Town is paying them. Mr. Dauphin said, “We are doing that with keeping an eye on our budget and if that means we don't purchase 3 sets of turnout gear because we're going to go over our \$32,500, then that's what has to happen.”

Ascutney is paying their bills and submitting their invoices to the Town for reimbursement. Mr. Morris said that was what was proposed in section 5.2 in his original version.

Mr. Morris said he is working with Mr. Dauphin and reporting back to him so he can keep his records the way he had in line-item style. They also get our monthly financials. He can provide a summary of payments out of a line item allocation. Mr. Girard has been keeping his own books, but the Town can supply him with line-item data at any time.

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It was agreed to table this for the Select board to figure out where they are sitting and for AVFA to have a conversation to clarify that the invoices reimbursement is doable moving forward.

Then Ms. Murphy asked if the board was in agreement with WWVFD paying their invoices directly and AVFA being reimbursed with the invoices they submit. It was agreed.

e.v. Section 4.5 AVFA/Department Fundraising

AVFA requested changing *Department* to *AVFA* throughout.

f. Article V Disbursement of Operating Funds

f.i. Section 5.1 Designation of an Agent

AVFA requested changing *Department* to *AVFA* throughout; and adding *elected* (chief) and *of* (AVFA) in the 2nd sentence.

Following discussion it was agreed to switch back to “*the departments*” and to retain, “*signed by the elected chiefs of the departments*”.

f.ii. Section 5.2 Disbursement

AVFA requested deleting the first paragraph; changing *the department* to *AVFA*; and deleting the words *nor for the costs of maintenance or repairs to vehicles, apparatus, equipment, or other items so purchased*.

After discussion it was agreed to move it to section 4.4.

f.iii. Section 5.3 Direct Provision

AVFA requested changing *the department* to *AVFA*; deleting the words *vehicle maintenance*; and adding the sentence *These directly supplied goods and services shall be in the Fire Commission budget and cannot affect AVFA's Annual Appropriation*. AVFA also requested adding *The Town of* to the beginning of the last sentence.

f.iv. Section 5.4 Maintenance of Vehicles, Apparatus and Equipment -

(A) AVFA requested adding *the allocated Fire Commission maintenance budget for repairs and preventative maintenance* to the first sentence.

AVFA requested adding *and/or AVFA funds. In return AVFA will supply the Town of Weathersfield Fire Commission a copy of all receipts/ bills paid for with the allocated fire commission budget*.

AVFA requested deleting the 2nd paragraph.

(D-C?) AVFA requested deleting the 1st sentence.

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(B_E?) AVFA requested changing *The Department* to *AVFA* and adding *and any issues needing addressed shall be fixed immediately with the money allocated for fire commission truck maintenance budget. AVFA retains the right to get quotes on any and all repairs and maintenance.*

(C) AVFA requested adding *All Fire Commission Maintenance budget excess funds will be returned to the Fire Commission Motorized Truck Reserve at the end of the Fiscal year.*

Mr. Girard said, “We can skip most of this conversation since the communication between me and Ed and clarification- as long as the Town is going to maintain all of the vehicles – the Argo, the trailers – then the maintenance can go back in there. Then it's back to fixing broken equipment – how we address that.”

Mr. Morris said the way it was worded it wasn't routine preventative maintenance anymore.

Ms. Murphy agreed. It now reads, “*Weathersfield will provide maintenance and repairs for all vehicles and apparatus.*” Capital equipment has been taken out. She said that in her opinion, “capital equipment should not be in there until the list ... has been ... defined by both departments of what that actually entails. Capital equipment should be defined by your policy.”

Mr. Morris said this is something everyone had to work together on. The Town's capital policy is different from the departments'. “We need to define together what that is and then put that in the back in an MOU.”

Mr. Dauphin said the WWVFD brush truck “just blew a turbo 4-5 months ago. The department paid \$1700 out of fund-raising money to fix it. ... Once this contract goes into effect, is that now saying, that if the motor blows, is the Town going to fix it?” Ms. Murphy said, “That's what it's saying.” The board agreed.

Ms. Main said, “If the motor blows and it's not worth repairing, where does that discussion happen?” Mr. Morris said, “A lot of this is going to be open to communication. We're just going to have to deal with the issues when they come up. It's just like if a highway truck blows an engine, we have to figure it out. ... I don't think we can define everything in the contract.”

Ms. Murphy agreed and said, “And unfortunately you also can't define behavior and what I would really like to see moving forward is that there is some kind of respect in how we approach this when there are issues that happen and something is blown and that the exaggerations – all of that stuff that we talked about that has been a part of that ... we're moving forward. If there is a piece of apparatus that you know is an issue – tell people ahead of time – 'heads up – this is what we're sitting on', rather than having it blown and you had an inkling it was going on.”

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Mr. Girard, “So the select board is in agreement that it will maintain all apparatus – the argo, trailers, ...”

Mr. Dauphin said, “That's the way it's worded.”

Ms. Murphy said it doesn't include capital equipment because that needs to be defined.

Mr. Girard said, “We just bought \$100,000 worth of air packs. That's obviously capital equipment.” Mr. Morris repeated that it will have to be defined.

Ms. Murphy said each department needs to go through its inventory of equipment and “come up with everything that you own or is jointly owned that may need repair, maintenance, replacement and bring it back to the select board for a conversation.”

Mr. Dauphin said, “As far as capital equipment means – I did do that – I handed it in to the Fire Commission and the select board with a break down of the major --- of items for capital equipment and this schedule of how much should be put aside in reserves. Obviously doing that it comes back to how much money can be – how much taxes can be raised in a year...that got put on the back burner, hopefully we're going to work toward that.”

Mr. Morris said, “That's where the conversation has to come from. It might be something we have to stage in – we can't just lump everything in in one year.”

Mr. Dauphin said, “We have to do a better job of communication with the trucks we have and knowing – the first thing that comes to mind is, for example, Ascutney's Engine 1 – last year, when, it's 22 years old – that's just something that we should have maybe had discussion with Wes and Dingee and then had a plan for the next fiscal year and not budgeted the \$2500 and \$5000 just for ---.”

Mr. Cole asked if AVFA had a definition of capital equipment. Mr Girard said he thought it was anything over \$3000. Mr. Morris repeated that this was where everyone had to work together because the policies all differ so much from each other.

The discussion continued at length about how the definition of capital equipment varies widely between the parties including references to NFPA standards, FEMA standards, replacement time lines, maintenance schedules and so on.

Ms. Murphy repeated the language (from Mr. Morris's version), “*The Town of Weathersfield will provide maintenance and repairs for all vehicles and apparatus. All repairs and maintenance will receive prior approval from the Department of Public Works Supervisor (title to be changed).*”

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Mr. Girard turned to section 5.4(B) in Mr. Morris's version. "Correct me if I'm wrong but I believe that initial response fee was originally designated to go back to the Town to offset some of the administration stuff. And both departments are currently doing their own administrative work so I don't know if that \$350 should be split 50/50, so that 50% goes into the truck fund and the other 50%, the fire departments keep that for the administrative work to collect the money. That would have to go back to the hazmat ordinance and be readjusted there."

Mr. Dauphin appeared to accept Mr. Morris's language.

Mr. Girard said he understood offsetting costs especially if the Town is going to maintain AVFA's ladder. He asked if the money set aside for maintenance should be specifically set to an account or does it "get dumped back into the general fund?" Mr. Morris said he would look into it and that it may mean looking at the ordinance.

Ms. Murphy said this would be tabled to allow time to clean up the editing. However, everyone agreed on who is paying for what. What remains is to clarify, "*Any vehicles or apparatus purchased without Selectboard or Town approval will be considered a breach of contract and may result in withdrawal of all Town support and funds.*" Ms. Murphy asked for the departments' comments.

Mr. Girard referred back to section A, saying "We did a fund-raiser to replace the body of our forestry truck so the Town didn't get stuck with a \$4000 bill." He said they never spoke to Wes about getting approval for the repair, because they were trying to save the Town money. Ms. Murphy said this contract is not yet in effect, which Mr. Girard acknowledged but said if the department is fund-raising to offset the cost to the Town, is there any leeway there? Mr. Morris said probably, but it could also be as simple as a phone call.

Ms. Murphy said the more transparent the departments are coming forward with these expenses, the more "peace you make in the general public for how much it actually costs to run a fire department. If you are each doing fund-raisers and each quietly paying for something that is a legitimate operating cost, the Town needs to know that and the taxpayers need to understand that there's a bigger picture of what it costs to run a fire services program. If you are going to do fund-raising, talk to Ed – share that information."

g. Article VI Reserve Funds

g.i. Section 61. Reserve Funds

AVFA requested adding "*The Town of Weathersfield*" to the beginning of the first sentence.

g.ii. Section 6.2 Annual Reserve Fund Appropriations

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Change “*AVFA*” to “*departments*”.

g.iii. Section 6.3 Disbursement of Reserve Funds

Add the words “*the Town of*” in front of Weathersfield.

h. Article VII Title to Property

h.i. Section 7.1 Vehicles and Apparatus Purchased with the Town of Weathersfield

AVFA requested changing *the Department* to *AVFA* and adding *the owners* in place of *Weathersfield*.

Mr. Dauphin said that WWVFD had put \$21,000 of their own money into the new truck - is there anywhere in the contract that we're attached to the title or anything like that? Ms. Murphy said titles will be in the names of the Town and the departments according to the wording of this section. Mr. Dauphin asked why this is so. Ms. Murphy said the non-profits need a way to account for their assets. Also titles entitle the party or parties to sell the vehicles.

h.ii. Section 7.2 Capital Equipment Purchased with Weathersfield Funds

AVFA requested changing *the Department* to *AVFA*.

h.iii. Section 7.3 Proceeds from the Sale, Transfer or Other Disposition of Vehicles, Apparatus and Capital Equipment Purchased with Weathersfield Funds

AVFA requested deleting *upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment and to be applied to the corresponding reserve fund of the item sold* in the 1st paragraph.

AVFA requested adding “*Upon receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment money shall be used towards replacement if AVFA feels necessary. Otherwise funds will be dispersed proportionally to ownership of said item.*” as a 2nd paragraph.

Ms. Murphy said, “In most cases in order to purchase that equipment or apparatus or vehicle, you had select board input. However, now you are saying if that equipment that originally had the input in is destroyed only AVFA or the departments will replace it if they feel it's necessary.” Mr. Morris said it should say “*departments and select board*”. Mr. Girard agreed, but said NFPA and ISO should be cited in it as well. Ms. Murphy said, “You can't take NFPA and put it in here, and then not put it over there or over there.” Mr. Girard said the reason is because ISO wants a certain number of pumpers. Mr. Morris said to leave it

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out because that's the discussion you would have at the select board table when you are making that decision.

(Mr. Barrup stepped down from the WWVFD table. Ray Stapleton took his place.)

i. Article VIII Insurance

Mr. Morris asked to table this. He said, "The departments will obtain whatever insurance they feel is necessary, that when combined with the Town of Weathersfield, they feel is representative. We provide insurance – we work with VLCT to provide what we feel is adequate. What this will do is just a legal disclaimer that if we get so much for your building back and VLCT thinks we should have gotten a lot more, then it's your responsibility to get the extra. With that, again with communication, I can get you a list of everything that is covered and at what levels. That was the disclaimer our attorney said should be in there. I just think it's worded very poorly."

i.i. Section 8.1 Liability Insurance

AVFA requested changing *the Department* to *AVFA*.

i.ii. Section 8.2 Casualty Insurance

AVFA requested changing *the Department* to *AVFA*.

i.iii. Section 8.3 Workers' Compensation Insurance

AVFA requested changing *the Department* to *AVFA*.

i.iv. Section 8.4 Vehicle Insurance

AVFA requested changing *the Department* to *AVFA*; and deleting *all Town support and funds* and the last sentence.

After discussion it was agreed to accept Mr. Morris's proposal.

i.v. Section 8.5 Limitation of Insurance

AVFA requested deleting this section.

i.vi. Section 8.6 Insurance Forms and Information

AVFA requested changing *the Department* to *AVFA*.

j. Article IX Duration

j.i. Section 9.1 Term – tabled to clean up

AVFA proposed, "*If a replacement contract is not signed by June 30, 2020, it shall be considered as automatically renewed for a 1-year term unless AVFA ... send a written letter to cancel any such agreement after June 30, 2020.*"

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Mr. Girard said he got this from their land contract with the State. He said he and Mr. Morris changed this a bit. It should say, "...of cancellation..." He said this is to prevent a lapse in the contract.

Mrs. Esty asked to have "AVFA" changed to "*the departments*".

Ms. Murphy said this is fine except for the length of time these things take. When the process starts and then all of a sudden it's delayed for 6, 7, 8 months, that should not mean that we go into an automatic renewal because everybody can't get on the same page. Mr. Morris said he didn't like the wording either. Ms. Murphy said it should say something about if negotiations are going on and there is a reason why that contract is being negotiated.

It was agreed to table it and work on the language.

j.ii. Section 9.2 Cancellation

AVFA requested removing the words "*effective June 30th of any year*".

k. Article X General Provisions

k.i. Section 10.1 Dissolution of Department

There is very specific language for dissolving a 501(C)(3). On the Town's side, if a dissolution happens, you are not just going to automatically get everything. There is a process that has to happen. The Town should look into what that language should be. Mr. Morris said this is one of those instances where the language should not be in the contract. It was agreed to table this section and re-do the language.

l. Article XI General Provisions

l.i. Section 11.1 Assignability

AVFA requested changing *the Department* to *AVFA*.

l.ii. Section 11.2 Effective Date

This section was removed.

l.iii. Section 11.3 Amendment

Change "*both*" to "*all*". It was agreed to remove AVFA's counter-proposal.

l.iv. Section 11.4 Governing Law

All agreed to Mr. Morris's proposal.

l.v. Section 11.5 Entire Agreement

There were no changes to this section.

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Mr. Morris was asked to get “cleaned up versions” of the contract to both departments a week before the meeting on the 25th.

3. Adjourn

The meeting adjourned at 9:29 PM

Respectfully submitted,
deForest Bearse

WEATHERSFIELD SELECTBOARD

Daniel E. Boyer, Selector

C. Peter Cole, Selector

Kelly Murphy, Chairperson

Lynn Esty, Vice-Chairperson

Amy Beth Main, Clerk