



TOWN OF WEATHERSFIELD  
SELECT BOARD

Phone: 802-674-2626  
Fax: 802-230-6262

MEETING AGENDA

Monday, November 30, 2020 | 06:30PM  
5259 US Route 5, Ascotney, VT 05030

REMOTE PARTICIPATION (CONFERENCE CALL/ DIAL IN)

Phone Number: (646) 749-3122 | Access Code: 837-211-861

Pursuant to Governor Phil Scott's March 30, 2020 Order Suspending Certain Provisions of the Open Meeting Law, See H.681, and the Governor's March 21, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Weathersfield Select Board will be conducted via remote participation to the greatest extent possible.

Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Weathersfield website, at

[http://cms2.revize.com/revize/weathersfieldvt/covid-19\\_resident\\_information/guidance\\_for\\_remote\\_meetings.php](http://cms2.revize.com/revize/weathersfieldvt/covid-19_resident_information/guidance_for_remote_meetings.php)

For this meeting, members of the public who wish to watch the meeting may do so in the following manner:

**Comcast Channel "1087" and VTEL Channel "161" on Wednesday at 6:30PM**  
**GoToMeeting: "Live/ Real-time" – November 30, 2020 | 6:30PM**  
**SAPATV.org – Wednesday Afternoon**

In-person attendance is permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real-time, via technological means. In the event that we are unable to do so, despite our best efforts, we will post on the Weathersfield website an audio or video recording, transcript or other comprehensive record of proceedings as soon as possible after the meeting.

1. Call to Order
2. Comments from Select Board/ Town Manager and Citizen on Topics not on the Agenda
3. Review minutes from previous meetings: November 16, 2020
4. 2021 Healthcare
5. Town Manager Report
6. Fire Department Contracts
7. Fire Department FY21 Finance Report
8. Fire Department FY22 Budget Discussion
9. Appointments
  - a. Budget Committee
  - b. Connecticut River Joint Commission
  - c. CRJC MT Ascotney Subcommittee
  - d. Fence Viewer
  - e. Selectmen Representative to School Board
  - f. Southern Windsor County Transportation Advisory Committee
  - g. Southern Windsor/ Windham Counties Solid Waste Management District
  - h. Tree Warden
10. Warrants
11. Any other Business
12. Adjourn

**TOWN OF WEATHERSFIELD, VERMONT**

**SELECT BOARD**

**Select Board  
Martin Memorial Hall  
5259 Route 5, Ascutney VT  
Monday, November 16, 2020  
7:00 PM  
REGULAR MEETING**

**MINUTES**

**Select Board Members Present:** N. John Arrison  
David Fuller  
Joseph Jarvis  
Paul Tillman  
Michael Todd

**Select Board Members Absent:**

**Brandon Gulnick, Town Manager**

**Others Present:**


The Public was permitted to attend this meeting in person. Remote public participation was facilitated via the GoTo Meeting video-conferencing platform and conference calling. The number for people to join or call in to the meeting was published on the meeting agenda and on the Town's website. Mr. Gulnick monitored the calls and the video-platform while Mr. Fuller ran the meeting. The meeting was recorded as SAPA TV was unavailable.

**1. Call to Order**

Mr. Fuller called the meeting to order at 7:02PM.

Mr. Fuller acknowledged the recent spike in COVID-19 cases in Vermont. The second quarterly tax payment is also due this Wednesday (November 18<sup>th</sup>). He said provisions are being made to safely accommodate residents who feel the need to bring their tax payments to the Town Office, including using the ballot box that is outside in the parking lot.

**2. Public Hearing: Zoning Bylaws Updates – 7:00 PM**

Eleven updates to the Zoning Bylaws are proposed by the Planning Commission to better implement the goals and objectives of the Town Plan. They include:

1. Home Based Occupation and Home Base Business (Section 4.5)
2. Definitions – Article 7
3. Small Enterprise

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

4. Formula Business
5. Off-Street Parking – Section 3.5
6. Groundwater Protection Ordinance
7. Removal of Contractor's Storage Use
8. Signs – Section 3.8
9. Outdoor Lighting – Section 3.6
10. Waivers – Section 6.9
11. Section 6.10.1 – Application

Mr. Fuller called for questions or comments from the public. There were none.

Land Use Administrator Chris Whidden said the Planning Commission had worked hard on these updates and urged the Board to adopt them.

Mr. Todd asked to have an inconsistency in section 4.5.3.1(C) corrected. He said this wording should match that of section 4.5.4.1(C) with regard to new and existing outbuildings. It was agreed that this was not a substantive change.

**Motion:** To amend section 4.5.3.1(C) to read “new or existing” outbuilding

**Made by:** Mr. Tillman      **Second:** Mr. Todd

**Vote:** All in favor

There were no other comments. Mr. Fuller closed the public hearing.

**Motion:** To adopt the 11 bylaw updates as listed in the agenda and public hearing notice and adopt them as permanent additions to the Weathersfield, VT Zoning Bylaws

**Made by:** Mr. Todd      **Second:** Mr. Arrison

Mr. Fuller reread the amendments. There were no comments or further discussion.

**Vote:** All in favor

### **3. Comments from Select Board and Town Manager and Citizens on Topics not on the Agenda**

There were no comments from the Board, the Manager or Citizens.

### **4. Review minutes from previous meetings – November 2, 2020**

#### **Additions/corrections/deletions:**

- a. None.

**Motion:** To approve

**Made by:** Mr. Arrison      **Second:** Mr. Jarvis

**Vote:** All in favor

Mr. Gulnick introduced Rosalie McNamara, newly-hired executive assistant to the finance department. Ms. McNamara is scheduled to begin work next week. She will be working

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

Monday – Thursday, 9AM – 4PM. Mr. Gulnick and Ms. Terrill are working on a plan for training Ms. McNamara.

### **5. Scheduled Appointment – 7:30PM – Patrick Chilcott – Zero Based Budgeting**

Mr. Gulnick introduced Patrick Chilcott who will be working as a budget coach for the upcoming budget season. Mr. Chilcott gave a presentation on the various styles of budgeting and the pros and cons of each method. He encouraged the Town to consider Zero-Based Budgeting as the optimum method for a Town such as Weathersfield because it requires prioritization of funding and provides transparency to the taxpayers. The method should be hybridized to fit the Town and may take several budget cycles to fully implement.

### **6. Finance Report**

Mr. Gulnick provided a snapshot of the Town's financial standing for the period 7/1/20 – 10/31/20 across every department. General Fund Revenue is at 33%. Mr. Gulnick was able to explain any outstanding anomalies.

### **7. Land Use Administrator Fees**

Chris Whidden asked the Board to consider raising the Zoning Fees on the grounds that they have not been changed since 2011, they are low compared to other Towns he looked at, and because the fees don't cover the cost of administering zoning.

**Motion:** To adopt the Zoning Permit Fee Schedule dated 11/16/2020

**Made by:** Mr. Todd      **Second:** Mr. Arrison

**Vote:** 1 abstention, 1 in favor, 2 opposed

**Motion failed.**

### **8. 2021 Healthcare**

The cost of health insurance is going up by \$16,000. Mr. Gulnick has been working on how to fairly share the cost with employees. He provided various options to the Board. Ms. Terrill said that employees are concerned about the future and cost of their insurance coverage.

Several employees joined the meeting to express concerns and ask questions.

The various options were discussed and debated by the Board and the employees in the meeting, but no decision was made regarding a specific plan. The Board unanimously favored staying with MVP.

The Board will make its final decision on a specific plan on December 30<sup>th</sup>.

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

At 8:59 PM, Mr. Todd motioned to extend the meeting by 30 minutes. Mr. Jarvis seconded the motion and all were in favor.

### 9. 2014 Purchase and Sale Agreement

Mr. Gulnick provided a financial analysis/comparison of options 1 and 2 in report #7.

Willis Wood, representing the Weathersfield Land Preservation Association, joined the discussion. He said if the Abbott land is put up for tax sale, the Town will likely lose any opportunity of gaining access to the Town Forest from the Weathersfield side. He said the WLPA is willing to donate up to \$5,000 to bridge the shortfall on the taxes owed. He said the Town would be renegeing on its 2014 agreement and reminded the Board that Mrs. Abbott has kept up to date on her current taxes.

Mr. Fuller was dismayed that he did not know the Abbotts had other assets beyond the parcels directly on Thrasher Road. He said the Board of Abatement has the authority ask for full disclosure of all financial assets and he would require this be done. He said the Town has already paid out \$27,000 in various expenses with an additional \$10,000 likely (to remap the wetlands). He said the Board of Abatement should have weighed in on the transfer of land before it happened and that the path of the easement should be straightened.

**Motion:** To support option #2 and go forward with the tax sale.

**Made by:** Mr. Jarvis **Second:** Mr. Todd

Mr. Arrison said the Town has some responsibility for letting it get this bad; that Mrs. Abbott didn't know about current use or income sensitivity; and she's kept current on her taxes.

At 9:35 PM, Mr. Tillman motioned to extend the meeting another 15 minutes. Mr. Jarvis seconded the motion and all were in favor.

**Vote on the motion:** 2 in favor, 3 opposed

**Motion fails.**

To be continued.

### 10. Town Manager Report – Website Update, Reorganization Update

### 11. FY22 Budget Discussion

Mr. Gulnick asked the Board for answers to the following questions:

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

1. Transfer Station Attendants - Is the Select Board interested in employing any additional personnel at the Transfer Station? 1 yes; 1 wish to support the Town Manager; 3 no
2. Land Use Administrator – full or part time? 3 yes, 2 no
3. Town Assessor – is the Select Board seeking to employ an Assessor in FY22? 3 yes; 2 undetermined
4. Fire Department Finance – it was agreed to move this discussion to the meeting on November 30<sup>th</sup> at 6:30PM.

### 12. Transfer Station Permit Sticker Policy – Second Reading

**Motion:** To authorize moving the policy to the third reading

**Made by:** Mr. Tillman      **Second:** Mr. Todd

**Vote:** All in favor

### 13. Appointments

No appointments were requested or made.

### 14. Approve Warrants

**Motion:** To approve the warrants for 11/16/2020 as follow:

General Funds	Operating Expenses	\$25,347.45
	Payroll	\$12,737.58
Highway Fund	Operating Expenses	\$4,416.52
	Payroll	\$7,319.36
Solid Waste Management Fund	Operating Expenses	\$14,962.32
	Payroll	\$1,526.55
Library	Operating Expenses	\$0.00
	Payroll	\$1,919.35
Grants	Operating Expenses	\$
Special Revenue	Operating Expenses	\$0.00
Reserves		\$
Long Term Debt		\$
Grand Totals	Operating Expenses	\$44,726.29
	Payroll	\$23,502.84

**Made by:** Mr. Arrison      **Second:** Mr. Todd

**TOWN OF WEATHERSFIELD, VERMONT**  
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**Vote:** All in favor

**15. Any Other Business**

Mr. Gulnick briefly updated the Board on his office staff reorganization. He highlighted that the changes are costing no additional money, yet the Town is receiving over 30 more staff work hours as a result the reorganization.

**16. Adjourn**

**Motion:** To adjourn the meeting

**Made by:** Mr. Arrison     **Second:** Mr. Todd

**Vote:** All in favor

The meeting adjourned at 10:10 PM.

Respectfully submitted,  
*deForest Bearse*

**WEATHERSFIELD SELECTBOARD**

\_\_\_\_\_  
N. John Arrison, Selector

\_\_\_\_\_  
David Fuller, Chairperson

\_\_\_\_\_  
Joseph Jarvis, Clerk

\_\_\_\_\_  
Paul Tillman

\_\_\_\_\_  
Michael Todd, Vice- Chairperson



# Town of Weathersfield

5259 US ROUTE 5 | P.O. BOX 550 | WEATHERSFIELD, VT 05030 | P (802) 674-2626 | F (802) 674-2117

Brandon W. Gulnick  
Town Manager

November 30, 2020

Weathersfield Select Board  
5259 US Route 5  
Ascutney, VT 05030

Re: Town Manager Report

Dear Select Board Members & Weathersfield Residents:

The following will keep you up to date on various topics.

1. **Website:** The website for Weathersfield is 3rd in the Developer setup queue. As previously mentioned, websites in this queue are handled in the first-in, first-out approach. Based upon this, CivicCMS estimate that our Developers will be setting up your website the middle of next week. An Implementation Consultant will be then be assigned to contact you and guide you through the remaining implementation activity.
2. **Second Quarterly Tax Payment:** See Attachment A - Quarterly Tax Payment Analysis.

The first chart shows the first and second quarterly tax payments from FY18 – FY21. In FY18 there were \$53,896 in delinquent taxes for the first quarter and \$100,867 in delinquent taxes for the second quarter. In FY19 there were \$58,365 in delinquent taxes for the first quarter and \$118,575 in delinquent taxes for the second quarter. In FY20 there were \$44,338 in delinquent taxes for the first quarter and \$109,087 in delinquent taxes for the second quarter. In FY21 there were \$53,149 in delinquent taxes for the first quarter and \$127,799 in delinquent taxes for the second quarter.

The second chart shows the amount the Town billed/ will bill for the third and fourth quarters between FY18-FY21. In FY18 the Town billed \$1,343,044 for the third quarter and \$1,352,376 for the fourth quarter. In FY19 the Town billed \$1,511,702 for the third quarter and \$1,527,201 for the fourth quarter. In FY20 the Town billed \$1,511,120 for the third quarter and \$1,565,633 for the fourth quarter. In FY21 the Town will bill \$1,625,433 for the third quarter and \$1,653,261 for the fourth quarter.

Findings: There is currently \$180,948.15 in delinquent taxes for the First & Second Quarters. In FY21 the Town received 97.35% of taxes billed for the first quarter and 93.63% for the second quarter. In FY20 the Town received 97.66% of taxes billed for the first quarter and 94.24% for the second quarter. There is a .46% difference between the first & second quarters in FY20 & FY21.



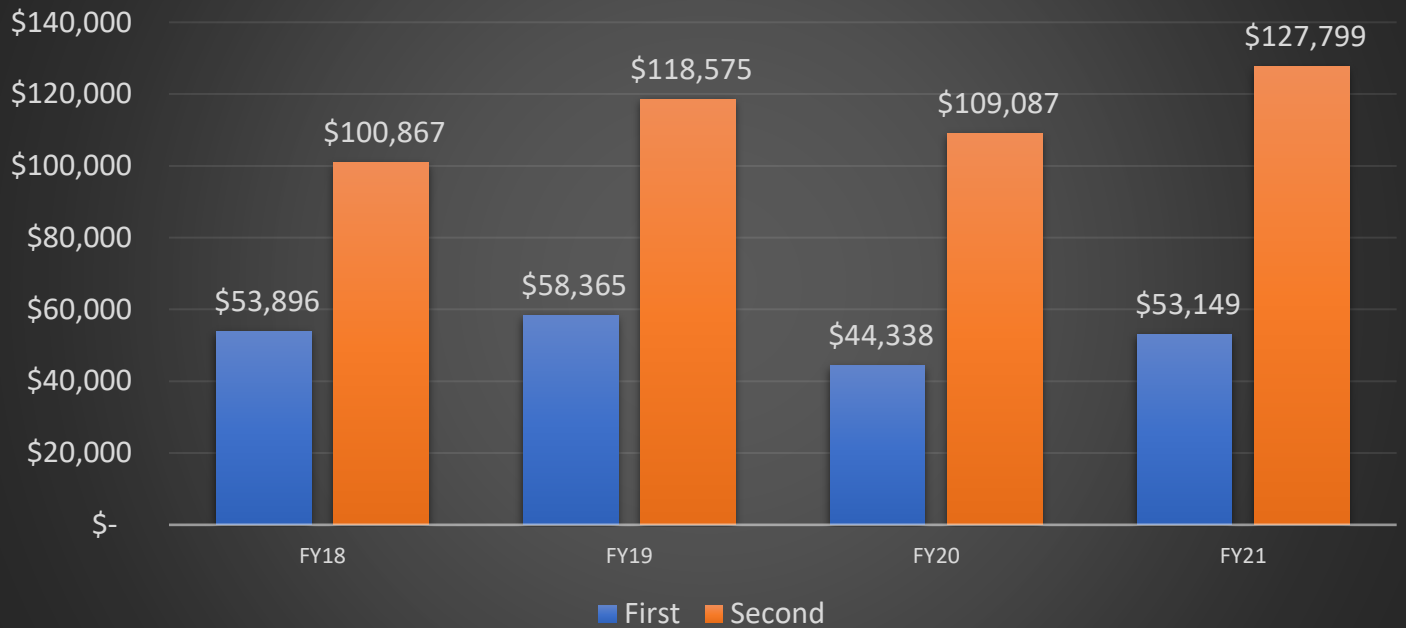
3. **Weathersfield Small Business Relief Fund:**

4. **COVID-19 Expenses (LGER):**

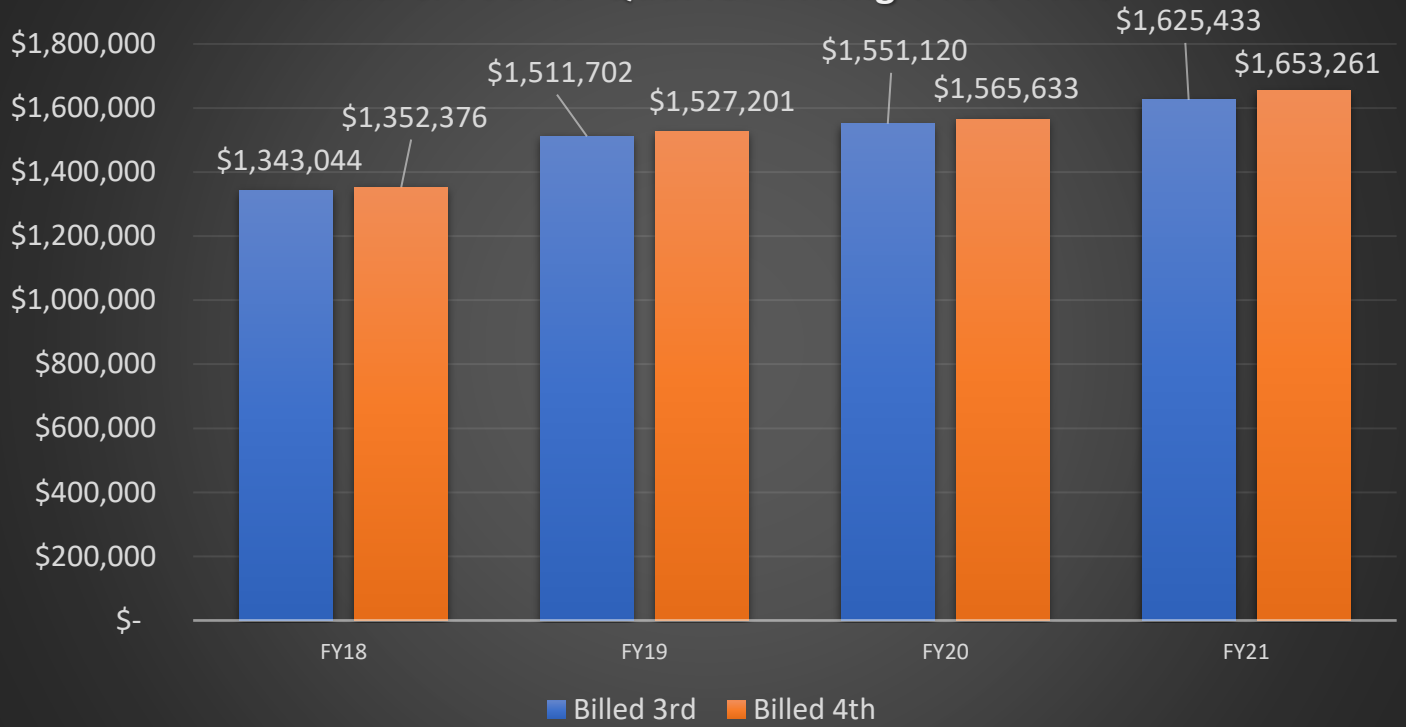
ATTACHMENT A

[QUARTERLY TAX PAYMENT ANALYSIS]

## 1ST & 2ND Quarterly Tax Payment Analysis FY18-FY21



### Third & Fourth Quarter Billing FY18-FY20



## CURRENT

2020 Gold 3 HDHP					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold Single	\$ 15,643.68	2	\$ 1,486.15	\$ 14,157.53	\$ 7,821.84
MVP Gold - 2 Person	\$ 46,931.04	3	\$ 4,458.45	\$ 42,472.59	\$ 15,643.68
MVP Gold - adult/child-HDHP	\$ 15,096.12	1	\$ 1,434.13	\$ 13,661.99	\$ 15,096.12
MVIP Gold Family-HDHP	\$ 109,896.60	5	\$ 10,440.18	\$ 99,456.42	\$ 21,979.32
OPT Out	\$ 32,115.41	3	\$ -	\$ 30,000.00	\$ 10,705.14
HSA	\$ 40,000.00	12	\$ -	\$ 40,000.00	\$ 3,333.33
Total	\$ 259,682.85	26	\$ 17,818.91	\$ 239,748.53	\$ 9,987.80

## NEW

2021 Gold 3 HDHP 14% W/ HSA					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold Single	\$ 24,574.32	3	\$ 3,440.40	\$ 21,133.92	\$ 8,191.44
MVP Gold - 2 Person	\$ 49,148.64	3	\$ 6,880.81	\$ 42,267.83	\$ 16,382.88
MVP Gold - adult/child-HDHP	\$ 15,809.52	1	\$ 2,213.33	\$ 13,596.19	\$ 15,809.52
MVIP Gold Family-HDHP	\$ 115,089.60	5	\$ 16,112.54	\$ 98,977.06	\$ 23,017.92
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA	\$ 42,000.00	12	\$ -	\$ 42,000.00	\$ 3,500.00
Total	\$ 276,622.08	27	\$ 28,647.09	\$ 247,974.99	\$ 10,245.26

2021 Gold 3 HDHP 12% W/ HSA					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold Single	\$ 24,574.32	3	\$ 2,948.92	\$ 21,625.40	\$ 8,191.44
MVP Gold - 2 Person	\$ 49,148.64	3	\$ 5,897.84	\$ 43,250.80	\$ 16,382.88
MVP Gold - adult/child-HDHP	\$ 15,809.52	1	\$ 1,897.14	\$ 13,912.38	\$ 15,809.52
MVIP Gold Family-HDHP	\$ 115,089.60	5	\$ 13,810.75	\$ 101,278.85	\$ 23,017.92
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA	\$ 42,000.00	12	\$ -	\$ 42,000.00	\$ 3,500.00
Total	\$ 276,622.08	27	\$ 24,554.65	\$ 252,067.43	\$ 10,245.26

2021 Gold 3 HDHP 9.5% W/ HSA					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold Single	\$ 24,574.32	3	\$ 2,334.56	\$ 22,239.76	\$ 8,191.44
MVP Gold - 2 Person	\$ 49,148.64	3	\$ 4,669.12	\$ 44,479.52	\$ 16,382.88
MVP Gold - adult/child-HDHP	\$ 15,809.52	1	\$ 1,501.90	\$ 14,307.62	\$ 15,809.52
MVIP Gold Family-HDHP	\$ 115,089.60	5	\$ 10,933.51	\$ 104,156.09	\$ 23,017.92
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA	\$ 42,000.00	12	\$ -	\$ 42,000.00	\$ 3,500.00
Total	\$ 276,622.08	27	\$ 19,439.10	\$ 257,182.98	\$ 10,245.26

2021 Gold 3 HDHP W/O HSA - 6%					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold Single	\$ 24,574.32	3	\$ 1,474.46	\$ 23,099.86	\$ 8,191.44
MVP Gold - 2 Person	\$ 49,148.64	3	\$ 2,948.92	\$ 46,199.72	\$ 16,382.88
MVP Gold - adult/child-HDHP	\$ 15,809.52	1	\$ 948.57	\$ 14,860.95	\$ 15,809.52
MVIP Gold Family-HDHP	\$ 115,089.60	5	\$ 6,905.38	\$ 108,184.22	\$ 23,017.92
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA		12	\$ -		\$ -
Total	\$ 234,622.08	27	\$ 12,277.32	\$ 222,344.76	\$ 8,689.71

Platinum Plan 9.5% W/O HSA					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Platinum Single	\$ 28,736.28	3	\$ 2,586.27	\$ 26,150.01	\$ 9,578.76
MVP Platinum - 2 Person	\$ 57,472.56	3	\$ 5,172.53	\$ 52,300.03	\$ 19,157.52
MVP Platinum - adult/child-HDHP	\$ 18,486.96	1	\$ 1,663.83	\$ 16,823.13	\$ 18,486.96
MVIP Platinum Family-HDHP	\$ 134,581.80	5	\$ 12,112.36	\$ 122,469.44	\$ 26,916.36
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA		12	\$ -		\$ -
Total	\$ 269,277.60	27	\$ 21,534.98	\$ 247,742.62	\$ 9,973.24

2021 Gold 2 Plan 0% - W/O HSA					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold 2 Single	\$ 25,168.68	3	\$ -	\$ 25,168.68	\$ 8,389.56
MVP Gold 2 - 2 Person	\$ 50,337.36	3	\$ -	\$ 50,337.36	\$ 16,779.12
MVP Gold 2 - adult/child-HDHP	\$ 16,191.84	1	\$ -	\$ 16,191.84	\$ 16,191.84
MVIP Gold 2 Family-HDHP	\$ 117,873.60	5	\$ -	\$ 117,873.60	\$ 23,574.72
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA		12			\$ -
Total	\$ 239,571.48	27	\$ -	\$ 239,571.48	\$ 8,873.02

2021 Gold 2 Plan W/ HSA 14%					
Plan	Cost	# of Employees	Employee Contribution	Employer Contribution	Average
MVP Gold 2 Single	\$ 25,168.68	3	\$ 3,523.62	\$ 21,645.06	\$ 8,389.56
MVP Gold 2 - 2 Person	\$ 50,337.36	3	\$ 7,047.23	\$ 43,290.13	\$ 16,779.12
MVP Gold 2 - adult/child-HDHP	\$ 16,191.84	1	\$ 2,266.86	\$ 13,924.98	\$ 16,191.84
MVIP Gold 2 Family-HDHP	\$ 117,873.60	5	\$ 16,502.30	\$ 101,371.30	\$ 23,574.72
OPT Out	\$ 30,000.00	3	\$ -	\$ 30,000.00	\$ 10,000.00
HSA	\$ 42,000.00	12	\$ -	\$ 42,000.00	\$ 3,500.00
Total	\$ 281,571.48	27	\$ 29,340.01	\$ 252,231.47	\$ 10,428.57

# Vermont Small Group 2021 Plans

Open enrollment begins on November 1, 2020 for coverage starting January 1, 2021.



	Platinum	Gold			Reflective Silver (only available directly through MVP)				Bronze				
	1	1	2	3 HDHP	1	2 HDHP	3	4 HDHP	1	2	3 HDHP	4	5
	Standard MVP VT	Standard MVP VT	Non-Standard MVP VT Plus		Non-Standard MVP VT Plus		Standard MVP VT		Non-Standard MVP VT Plus	Standard MVP VT		Non-Standard MVP VT Plus	

### Plan Deductible

Individual/Family	\$350/\$700 EMB	\$1,100/\$2,200 EMB	\$700/\$1,400 EMB	\$3,000/\$6,000 AGG	\$1,500/\$3,000 EMB	\$5,100/\$10,200 EMB	\$3,200/\$6,400 EMB	\$1,750/\$3,500 AGG	\$7,250/\$14,500 EMB	\$6,250/\$12,500 EMB	\$5,500/\$11,000 AGG	\$8,400/\$16,800 EMB	\$7,850/\$15,700 EMB
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### Out-of-Pocket Maximum

Individual/Family	\$1,400/\$2,800 EMB	\$5,200/\$10,400 EMB	\$6,500/\$13,000 EMB	\$3,000/\$6,000 AGG	\$6,700/\$13,400 EMB	\$5,100/\$10,200 EMB	\$8,150/\$16,300 EMB	\$6,900 \$13,800† AGG	\$8,400/\$16,800 EMB	\$8,400/\$16,800 EMB	\$6,900/\$13,800† AGG	\$8,400/\$16,800 EMB	\$7,850/\$15,700 EMB
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### Medical

Telemedicine*	New for 2021! \$0 telemedicine services for all emergency, urgent and primary care, as well as nutrition, mental health and psychiatry.*												
Primary Care/ Specialist Visit	\$15 NoDD/\$40 NoDD	\$20 NoDD/\$50 NoDD	\$20 NoDD/\$40 NoDD	0%/0%	3 PCP visits per person NoDD then \$30/\$60	0%/0%	\$35 NoDD/\$80 NoDD	10%/30%	\$40/\$100	\$35/\$90	50%/50%	\$40 NoDD/\$100 NoDD	3 PCP visits per person NoDD then 0%/0%
Hospital Facility Inpatient/ Outpatient	10%/10%	30%/30%	20%/20%	0%/0%	50%/\$1,400	0%/0%	50%/50%	30%/30%	50%/50%	50%/50%	50%/50%	0%/0%	0%/0%
Urgent Care/ Emergency Room	\$50 co-pay NoDD/\$100	\$60 NoDD/\$150	\$30 NoDD/\$250	0%/0%	\$60/\$400	0%/0%	\$90 NoDD/\$250	30%/30%	\$100/50%	\$100/50%	50%/50%	0%/0%	0%/0%
Diagnostic Radiology/ Laboratory Outpatient	10%/10%	30%/30%	\$80/\$40	0%/0%	\$150/\$60	0%/0%	50%/50%	30%/30%	50%/50%	50%/50%	50%/50%	0%/0%	0%/0%
Diabetic Supplies**	50% NoDD	50%	50%	0%	50%	0%	50%	50%	60%	60%	60%	0%	0%
Chiropractic Benefit	\$20 NoDD	\$30 NoDD	\$25 NoDD	0%	\$45	0%	\$45 NoDD	30%	\$50	\$45	50%	\$50 NoDD	0%

### Pharmacy

Prescription Deductible Individual/ Family	None	\$100/\$200 Brand Ded	\$250/\$500 Brand Ded	Integrated w/Medical	\$500/\$1,000	Integrated w/Medical	\$350/\$700 Brand Ded	Integrated w/Medical	\$700/\$1,400	\$1,000/\$2,000 Brand Ded	Integrated w/Medical	Integrated w/Medical	Integrated w/Medical
Prescription Out-of-Pocket-Max Individual/ Family	\$1,400/\$2,800 EMB	\$1,400/\$2,800 EMB	\$1,400/\$2,800 EMB	Integrated w/Medical \$1,400/\$2,800 AGG	\$1,400/\$2,800 EMB	Integrated w/Medical \$1,400/\$2,800 AGG	Integrated w/Medical \$1,400/\$2,800 EMB	Integrated w/Medical \$1,400/\$2,800 AGG	Integrated w/Medical	Integrated w/Medical \$1,400/\$2,800 EMB	Integrated w/Medical \$1,400/\$2,800 AGG	Integrated w/Medical	Integrated w/Medical
Prescription Cost Share Tier 1/ Tier 2/ Tier 3	\$10 NoDD/ \$50 NoDD/ 50% NoDD	\$12 NoDD/\$55/50%	\$15 NoDD/\$40/50% VBID: \$1	Preventive Drugs \$10/\$15/5% NoDD All other drugs \$0/\$0/0%	\$5/50%/50% VBID: \$1	0%/0%/0% Preventive Drugs NoDD	\$15 NoDD/\$60/50%	\$10/\$40/50% Preventive Drugs No DD	\$25 NoDD/\$100/60% VBID: \$3	\$15 NoDD/\$85/60%	\$12/40%/60% Preventive Drugs NoDD	\$30 NoDD/0%/0%	\$35 NoDD/0%/0% VBID: \$3

### Pediatric Dental

Diagnostic & Preventive	Covered in full NoDD	Covered in full NoDD	Covered in full NoDD	0%	Covered in full NoDD	0%	Covered in full NoDD	0%	Covered in full NoDD	Covered in full NoDD	\$0	Covered in Full NoDD	Covered in Full NoDD
Basic Restorative/ Orthodontia & Major Restorative	30%/50%	30%/50%	30%/50%	0%/0%	30%/50%	0%/0%	30%/50%	30%/50%	30%/50%	30%/50%	30%/50%	0%/0%	0%/0%

Amounts listed above are the co-pay or co-insurance after the deductible is met, unless otherwise noted (NoDD). NoDD: Not subject to deductible

### Rates (Effective January 1, 2021–December 31, 2021)

Single	\$798.23	\$673.78	\$699.13	\$682.62	\$574.15	\$585.06	\$589.88	\$577.81	\$491.30	\$497.28	\$502.90	\$521.66	\$508.70
Single + Spouse	\$1,596.46	\$1,347.56	\$1,398.26	\$1,365.24	\$1,148.30	\$1,170.12	\$1,179.76	\$1,155.62	\$982.60	\$994.56	\$1,005.80	\$1,043.32	\$1,017.40
Single + Child(ren)	\$1,540.58	\$1,300.40	\$1,349.32	\$1,317.46	\$1,108.11	\$1,129.17	\$1,138.47	\$1,115.17	\$948.21	\$959.75	\$970.60	\$1,006.80	\$981.79
Single + Spouse + Child(ren)	\$2,243.03	\$1,893.32	\$1,964.56	\$1,918.16	\$1,613.36	\$1,644.02	\$1,657.56	\$1,623.65	\$1,380.55	\$1,397.36	\$1,413.15	\$1,465.86	\$1,429.45

All plans include dependent care coverage until the end of the year that the dependent turns 26. NOTE: Benefits shown in red represent a change from the 2020 plan. Questions? We’re here to help! Call 1-844-865-0250 or visit [mvphealthcare.com/vermont](https://mvphealthcare.com/vermont)

**VBID:** Value-Based Insurance Design Maintenance Medications not subject to the deductible.

† This plan features an aggregate deductible and out-of-pocket maximum (OOPM). Each member on a family plan will pay toward the family OOPM. No individual will pay more than the government mandated OOPM of \$8,550. The term Embedded is used on Vermont Health Connect (VHC) materials to define this deductible and OOPM structure.

\* Telemedicine services from MVP Health Care are powered by AmWell and UCM Digital Health. Regulatory restrictions may apply.

\*\*The cost share for diabetic supplies is subject to the pharmacy deductible and the medical out-of-pocket maximum.

These plan overviews are intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage, Summary of Benefits and Coverage, and any applicable Rider(s), your Certificate of Coverage, Summary of Benefits and Coverage, and Rider(s) will be controlling.

Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

**Aggregate (AGG):** For any policy with two or more members, the family deductible must be met by any one or any combination of members before the plan will make payments.

**Embedded (EMB):** Each member pays toward, but never exceeds, their individual deductible and/or OOPM until the larger family deductible and/or OOPM is met, after which, the plan makes payments for all members on the contract. The term Stacked is used on VHC materials to define this deductible and/or OOPM structure.

### WellBeing Rewards

Earn up to \$600 per contract, per calendar year, with WellBeing Rewards on MVP VT Plus Non-Standard plans.

## Fire Department Liaison

Fire Department Invoice Tracking	
Monthly Report Assistance	
Statement Assistance	
Logs & Coordinates complaints	
Coordinates Meetings	
Coordinates Events	
Updates Fire Department Webpage	
Assists with Fire Department Social Media	





**FIRE SERVICES CONTRACT  
BETWEEN THE TOWN OF WEATHERSFIELD,  
ASCUTNEY VOLUNTEER FIRE DEPARTMENT,  
AND WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT**

THIS CONTRACT AND AGREEMENT (the "CONTRACT") , dated as of July 1, 2021 (the "Contract Date"), by and between the TOWN OF WEATHERSFIELD, a Vermont Municipality, herein referred to as the ("TOWN"); ASCUTNEY VOLUNTEER FIRE ASSOCIATION, a Vermont Nonprofit Corporation and the WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT, Inc., a Vermont nonprofit corporation, herein referred to as the ("FIRE DEPARTMENTS"). The TOWN and the FIRE DEPARTMENTS are collectively referred to as the ("PARTIES").

**WITNESSETH**

WHEREAS, the FIRE DEPARTMENTS were established and exist under applicable State and Local Laws for the purpose of limiting, reducing, or preventing damage or personal injury caused by fire or other emergency, with headquarters in TOWN boundaries; and

WHEREAS, currently, the FIRE DEPARTMENTS provide TOWN services to prevent, limit, and reduce damage or personal injury caused by fire or another emergency under a CONTRACT dated December 31, 2020 and scheduled to expire June 30, 2021; and

WHEREAS, the TOWN recognizes a financial and administrative responsibility to provide assistance to the FIRE DEPARTMENTS; and

WHEREAS, the DEPARTMENTS recognize the autonomy of their respective DEPARTMENTS; and

WHEREAS, it is the desire of the PARTIES to now enter into a new CONTRACT, effective July 1, 2021 (the "EFFECTIVE DATE"), for the purpose of the FIRE DEPARTMENTS continuing to provide services for the TOWN to prevent, limit, and reduce damage or personal injury caused by fire or other emergency.

NOW, THEREFORE, in consideration of the foregoing preamble, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the PARTIES to this CONTRACT, intending to be legally bound, hereby agree as follows:

**ARTICLE I ... DURATION**

**SECTION 1.1            TERM**

The term of this CONTRACT shall commence upon signature by all PARTIES and shall end June 30, 2023. If a replacement CONTRACT is not signed by June 30, 2023 it will be considered as automatically renewed for a 1-year term unless an Event of Termination has

taken place, as defined in Section 1.2, or CONTRACT negotiations have been initiated by either department or the TOWN, in which case the current CONTRACT will remain in effect until the new CONTRACT is signed, unless the PARTIES cannot come to an agreement within ninety (90) days.

## SECTION 1.2 EVENTS OF TERMINATION

Except as otherwise provided herein, the following shall constitute Events of Termination under this CONTRACT:

- a) The expiration of this CONTRACT without the PARTIES' written agreement to renew the terms of this CONTRACT.
- b) The FIRE DEPARTMENTS failure to follow any section within this AGREEMENT.
- c) TOWN receipt of written notice that the FIRE DEPARTMENTS are unable to provide services for the TOWN due to an immediate lack of available volunteer firefighters.
- d) The dissolution, insolvency, involuntary bankruptcy, or voluntary bankruptcy of the FIRE DEPARTMENTS.
- e) The PARTIES' entry into a new written CONTRACT which expressly supersedes this CONTRACT.
- f) The expiration of one hundred eighty (90) days after the Fire Department's receipt of written notice that the TOWN intends to use another entity to provide its Fire Services.
- g) The expiration of one hundred eighty (90) days after the Fire Department's receipt of written notice that the TOWN has adopted a resolution establishing a Municipal Fire Department.

## SECTION 1.3 EFFECT OF AN EVENT OF TERMINATION

- a) Upon Termination of this CONTRACT by either FIRE DEPARTMENT, all TOWN owned, or partially owned assets will be returned to the TOWN.
- b) The TOWN shall provide the FIRE DEPARTMENTS with notice of the occurrence of an Event of Termination. If such Event of Termination is not cured or remedied by the FIRE DEPARTMENTS within ten (10) days after the FIRE DEPARTMENTS receive such written notice from the TOWN, the TOWN shall have the right to terminate this CONTRACT. A termination of this CONTRACT under this Section shall cause the rights and obligations of the PARTIES to this CONTRACT to terminate and cease, except as expressly provided otherwise in this CONTRACT.

## SECTION 1.4 TOWNS RIGHT TO TERMINATE WITHOUT CAUSE

The TOWN, in its sole discretion, may terminate this CONTRACT by providing the FIRE DEPARTMENTS written notice that the TOWN is terminating this CONTRACT, no earlier than 90 days following the latter's receipt of this notice.

## **ARTICLE II ... PROVISION OF SERVICES**

### **SECTION 2.1 SERVICES PROVIDED**

The FIRE DEPARTMENTS agree to furnish and provide continuing Fire Protection Service to all properties lying within the incorporated limits of the TOWN, by promptly dispatching, upon call from the Hartford Dispatch voice call or paging system or upon notification of a fire or emergency by any other means, the FIRE DEPARTMENT'S firefighting and rescue equipment and adequate certified and qualified personnel to operate the same, and then making diligent efforts to control and extinguish all fires, and control or mitigate emergencies.

In providing services under this CONTRACT, the FIRE DEPARTMENTS shall be considered the "FIRE DEPARTMENT" of the TOWN as described in 20 V.S.A § 175 of the Vermont Statutes Annotated and each of the FIRE DEPARTMENTS Fire Chief shall be considered the "Fire Chiefs" of the TOWN, with all the typical associated and regulatory duties and responsibilities of a Fire Chief of a Fire Department in the State of Vermont. In the event of a declaration of a major disaster, the FIRE DEPARTMENTS shall, upon the TOWN'S request, further assist TOWN staff and contractors with clearing TOWN streets of downed trees to the extent of the FIRE DEPARTMENTS resources.

### **SECTION 2.2 TRAINING**

The FIRE DEPARTMENTS shall follow State of Vermont Fire Academy requirements to train members of their Department. At a minimum, Firefighters shall obtain ICS 100, ICS 200, CPR, and AED Training within their first year. The FIRE DEPARTMENTS shall encourage training members to Firefighter I and any members who have achieved Firefighter I shall be encouraged to achieve Firefighter II. Both FIRE DEPARTMENTS Shall hold training sessions at least [ ] times per year. Ancillary firefighters (non-entry) with limited specified duties (running hoses, pumps, staging, etc.) shall not be subject to ICS 100, ICS 200, CPR, and AED training.

### **SECTION 2.3 TRAINING CERTIFICATES**

The FIRE CHIEFS shall provide a list of all firefighters and their corresponding training certificates to the Town Manager for verification and record keeping. Certificates for all firefighters shall be available to the Town Manager prior to the execution of this CONTRACT, and monthly moving forward. At a minimum, all firefighters within each department shall complete 24 hours of training annually.

### **SECTION 2.4 MONTHLY REPORTS**

The FIRE CHIEFS shall provide a monthly report to the Town Manager no later than the last day of each month, month to month. The purpose of the report is to keep the TOWN informed as to the operations of the FIRE DEPARTMENTS. At a minimum, Reports shall include response time analysis, training analysis, public relations/ education, vehicles and

equipment repairs, station maintenance, and the number and type of each incident. A Monthly Report template is provided as ATTACHMENT A to this CONTRACT. The Town Managers designee will assist the Fire Chiefs with data entry to populate this report and present the draft report to the Fire Chief for approval prior to submitting to the Town Manager.

## SECTION 2.5 STRATEGIC PLAN

The TOWN acknowledges that financial decisions may be required during the term of this CONTRACT to support the FIRE DEPARTMENTS, including but not limited to, possible acquisition of replacement vehicles, fire engines, and apparatus. By no later than May 1, 2021, the PARTIES shall develop a long-term, ten-year Strategic Plan outlining projected dates when the FIRE DEPARTMENT believes such construction, acquisition, and replacements should occur and with projected costs. The Strategic Plan shall be updated annually by the PARTIES no later than September 1st of each succeeding year. When considering whether to provide additional funds for the acquisition of real property to be used by the FIRE DEPARTMENTS in performing its obligations under this CONTRACT, the TOWN may, in its discretion, opt to acquire and retain title to that real property itself and then make the real property available to the FIRE DEPARTMENTS through one or more leases or through other means, for the FIRE DEPARTMENTS to use to perform its obligations under this CONTRACT.

## SECTION 2.6 EMERGENCY DISPATCH SERVICES

Weathersfield shall be responsible for providing the FIRE DEPARTMENTS with Emergency Dispatch Services. The method and means of providing such Emergency Dispatch Services shall be determined by the TOWN, following consultation and discussion with the FIRE CHIEFS of each department, and may be provided by a subcontractor. Dispatching services for the TOWN of Weathersfield will be determined by a majority vote of the Selectboard and the FIRE DEPARTMENTS, with each organization having one vote. The selected Dispatch Service shall provide the TOWN with Incident Reports for all FIRE DEPARTMENT calls in a pdf to the TOWN email within 48 hours.

If a Department has problems or difficulties with the Emergency Dispatch Services provided for Weathersfield, such problems or difficulties shall be brought to the attention of the Town Manager by the Department. The Town Manager or his/her designee will investigate, select the most appropriate resolution, and shall work on behalf of the FIRE DEPARTMENTS to resolve such problems or difficulties. The TOWN will provide information regarding the resolution of the issue to the FIRE DEPARTMENTS. The DEPARTMENTS herein agree to accept any resolution as "final decision" in any matter using this process.

## SECTION 2.7 DRY HYDRANTS

A collaboration between the TOWN and the FIRE DEPARTMENTS are responsible for recommending the placement of new hydrants and pursuing grants to fund the

construction and installation of new hydrants. The FIRE DEPARTMENTS are responsible for testing hydrants to ensure that they are operating correctly. Any problems or failures shall be reported to the Highway Superintendent and Town Manager by the FIRE DEPARTMENTS. Weathersfield is responsible for maintaining access to all hydrants it owns or holds the easement for, including but not limited to removal of vegetation growth, snow removal and sanding. Winter maintenance will be done within 24 hours of a storm and provide for 20 feet of access.

## **SECTION 2.8 STATE & LOCAL STATUTES, CODES, ORDINANCES & POLICIES**

The FIRE DEPARTMENTS shall provide Fire Protection Services to the TOWN in a manner that is consistent with Vermont Statutes, the Vermont Administrative Code, and any applicable adopted TOWN ordinances and policies, including but not limited to the TOWN's Emergency Management Plan, Capital Assets Accounting Policy, Conflict of Interest Policy, Credit Card Policy, Policy for the Disposition of Town-owned Materials and Property, Policy for Checking Driver License Records and Proof of Insurance, Electronic Communications/Internet Use Policy, Purchasing Policy, Safety and Wellness Policy, Vehicle Maintenance Policy, and Web Operations Policy. Said policies, ordinances and plans may be amended and/or modified by the TOWN from time to time in the TOWN's discretion or as may be required by applicable law.

## **SECTION 2.9 BURN PERMITS ISSUED BY FIRE WARDEN / DEPUTY FIRE WARDEN**

In the case a Fire Chief of the FIRE DEPARTMENTS is appointed as the Fire Warden or Deputy Fire Warden, such Warden shall provide a copy of all burn permits to the Town Managers designee in advance of a burn taking place. The burn permit may be sent via text message including a photo of the burn permit. The TOWN shall maintain all records of all burns requiring a Permit in Weathersfield. When a "NO BURN" is issued by the Fire Warden, the Fire Warden shall communicate this information to the Town Manager's Designee, including the reason a NO BURN is issued for inclusion on the TOWN Website and Social Media, and to answer any questions residents may have when a call is received on the issue in the Town Office. Fire Chiefs shall have command and control of brush fires and the Fire Warden and/or Deputy Fire Warden shall assist if the Fire Chief deems it appropriate.

## **SECTION 2.10 EMERGENCY MEDICAL SERVICES**

The TOWN shall contract EMERGENCY MEDICAL SERVICES and the FIRE DEPARTMENTS shall work with said provider. Any issues with the provider shall be brought to the attention of the Town Manager to both mediate and determine corrective action, if any. The DEPARTMENTS herein agree to accept any resolution as "final decision" in any matter using this process.

## **ARTICLE III ... OPERATING FUNDS**

### SECTION 3.1 ANNUAL BUDGET; OPERATING FUNDS; APPROPRIATION

- A. On November 1st of each year, the FIRE DEPARTMENTS shall prepare and submit to the TOWN Manager the following:
- a. Reconciled financial statements representing the most recently ended fiscal year, prepared in accordance with GAAP, showing all assets, liabilities, income, and expenditures of each Department;
  - b. The current FIRE DEPARTMENTS' fiscal year budgets;
  - c. A detailed written request for "TOWN Appropriated Operating Funds," for the upcoming TOWN Budget;
  - d. A proposed budget for the upcoming fiscal year for each department;
  - e. Detailed request for any reserve appropriation or large capital expenditure.
- B. The Town Manager will review all materials submitted and provide input on the FIRE DEPARTMENTS' proposed budgets and TOWN appropriation request. The Town Manager shall submit his/her recommendation, no later than December 1st, to the Selectboard as proposed TOWN funding for the next fiscal year. If the FIRE DEPARTMENTS disagree with the budget recalculation of the Town Manager, the Department may appeal to the Selectboard.
- C. The Selectboard, with input from the Town Manager, shall determine the final amounts to be submitted to the Voters as proposed appropriations for the FIRE DEPARTMENTS. The appropriations shall appear as separate line items in the General Fund budget.

### SECTION 3.2 LIMITATION OF FUNDING OBLIGATION

The TOWN shall have no obligation to fund the FIRE DEPARTMENTS' appropriations over and above amounts approved by the Voters.

### SECTION 3.3 APPROPRIATED OPERATING FUNDS

The appropriation approved at TOWN Meeting for Operating Funds shall be part of the General Fund budget. The TOWN of Weathersfield shall disburse such funds as provided for in Section 3.4 Disbursement. Any unexpended funds at the end of the year, as long as the General Fund is in a surplus situation, will be placed in either the Fire Equipment, Motorized Fire Equipment or Fire protection (Dry Hydrant) Reserve Funds at the discretion of the Selectboard.

### SECTION 3.4 DISBURSEMENT

The Annual Appropriation approved at Town Meeting shall be made available to the FIRE DEPARTMENTS through approved reimbursements or direct payments of invoices. Approval for reimbursements and payments will be made by the Town Manager or his/her designee and reviewed by the Town Manager. If a payment or reimbursement is denied and

either department disagrees with this decision, they can appeal the decision to the Selectboard.

The Department shall follow the Weathersfield Purchasing Policy for all purchases submitted to Weathersfield for payment. Weathersfield shall make payment for such purchases directly to the FIRE DEPARTMENTS creditors or reimburse the FIRE DEPARTMENTS. Weathersfield shall not be obligated to disburse funds for payment of purchases not made in accordance with Weathersfield Purchasing Policy, nor for the costs of maintenance or repairs to vehicles, apparatus, equipment, or other items so purchased.

#### SECTION 3.5 DEPARTMENT FUNDRAISING

In any community fundraising solicitation, the FIRE DEPARTMENTS shall make clear that such additional funds as are being raised to be used for purposes beyond and in addition to the provision of Services funded by the TOWN.

#### SECTION 3.6 DIRECT PROVISION

Weathersfield may, at its sole discretion, directly provide goods and services to the FIRE DEPARTMENTS which the FIRE DEPARTMENTS would otherwise obtain from outside sources, including but not limited to fuel, general supplies, and the like. Weathersfield shall have no obligation to disburse funds for payment of the costs of goods and services, which Weathersfield offers to provide.

### **ARTICLE IV ... DISBURSEMENT OF OPERATING FUNDS**

#### SECTION 4.1 DESIGNATION OF AGENT

The FIRE DEPARTMENTS shall designate an agent (or agents) with authority to submit the FIRE DEPARTMENTS' requests to the TOWN for payment. Such designation shall be made in writing, signed by the elected chief officers of each Department. The FIRE DEPARTMENTS may change that agent from time to time by a similar writing. The submission of a payment request by that agent shall be deemed a representation by the Department that the payment by Weathersfield of the amount requested is authorized by the Department and proper in all respects. Weathersfield, in disbursing on that payment request, may conclusively rely on that representation.

#### SECTION 4.2 MAINTENANCE OF VEHICLES, APPARATUS AND EQUIPMENT

- a) The purchase of all equipment and motorized apparatus is the responsibility of the TOWN, in accordance with the Strategic Plan and identified needs of the Town.
- b) The TOWN of Weathersfield will provide maintenance and repairs for all vehicles and apparatus. All repairs and maintenance will receive prior approval from the Town Manager and/or his designee.

- c) The TOWN will setup a Service Agreement with one (1) vendor for the maintenance of all vehicles, apparatus, and equipment. The Service Agreement will be sent out to Bid and be subject to the TOWN's policy for RFPs & RFQs.
- d) Any purchases of vehicles or apparatus without Selectboard or TOWN approval will be considered a breach of CONTRACT and will result in withdrawal of all TOWN support and funds. All TOWN owned equipment shall be returned to the TOWN in any event deemed to be a breach of contract.
- e) To offset the cost of Fire Services all truck billed hazmat reimbursements shall be remitted to the TOWN and deposited into Fire Department Reserves, along with the initial response fee as directed in Section 8-c-3 of the TOWN of Weathersfield, Vermont Hazardous Materials Response ordinance.
- F) Reimbursement for any maintenance, repairs, inspections, etc., will only be made with prior approval from the Town Manager and/or his designee.
- G) The FIRE DEPARTMENTS shall ensure that all vehicles, apparatus, and equipment in their possession is properly maintained in good working order, and any issues needing to be addressed are reported to the Town Manager and/or his designee.

## **ARTICLE V ... RESERVE FUNDS**

### **SECTION 5.1 RESERVE FUNDS**

The TOWN currently maintains Reserve Funds (Fire Apparatus Acquisition, Fire Fighting Equipment and Gear, and Fire Protection Water Supply Construction) for the benefit of Emergency Service Personnel providing services within the TOWN. The continued existence of such Reserve Funds, or the establishment of additional Reserve Funds, shall be at the sole discretion of the Voters. All Reserve Funds must be used according to the Fund Balance and Reserve Fund Balance Policy.

### **SECTION 5.2 ANNUAL RESERVE FUND APPROPRIATIONS**

Reserve Funds shall be funded in accordance with the TOWN Reserve Fund Balance Policy. Reserve fund appropriation requests shall be submitted in writing to the Town Manager on or before Town Meeting.

- a. The Town Manager will review the request and shall submit its recommendation, no later than November 1st, to the Town Manager as a proposed article to be placed on the TOWN Warning.
- b. If there are questions about the amount of any proposed appropriation, the Select board shall hold a meeting with the Town Manager to discuss the current and anticipated equipment needs of all entities providing Services within Weathersfield.



The FIRE DEPARTMENTS shall cooperate fully with the Town Manager so that the Town Manager may accurately advise the Selectboard.

- c. The amount and description of warning for any proposed Reserve Fund appropriation shall be determined by the Selectboard.
- d. Any reimbursed funds of any kind shall be deposited into Fire Department reserves.

#### SECTION 5.3 DISBURSEMENT OF RESERVE FUNDS

Disbursement of Reserve Funds shall occur in accordance with the TOWN Purchasing and Reserve Fund Balance Policies.

### ARTICLE VI ... TITLE TO PROPERTY

#### SECTION 6.1 VEHICLES AND APPARATUS PURCHASED WITH TOWN FUNDS

Title to all vehicles and apparatus acquired in whole or in part with monies derived from TOWN Funds shall be in the name of the TOWN. If a FIRE DEPARTMENT adds additional items onto a Fire Truck this will be considered a donation.

#### SECTION 6.2 CAPITAL EQUIPMENT PURCHASED WITH TOWN FUNDS

Title to all Capital Equipment acquired in, whole or in part, with Weathersfield Funds shall be the property of the TOWN.

#### SECTION 6.3 PROCEEDS FROM THE SALE, TRANSFER OR OTHER DISPOSITION OF EQUIPMENT, VEHICLES, APPARATUS, AND CAPITAL EQUIPMENT PURCHASED WITH WEATHERSFIELD FUNDS

Upon any authorized sale, transfer, or other disposition of any equipment, vehicles, apparatus, or Capital Equipment acquired in whole or in part with TOWN Funds, or upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment, shall be used towards the replacement if the FIRE DEPARTMENTS and TOWN agree that replacement is necessary or deposited in the appropriate Fire Services Reserve Account.

### ARTICLE VII ... INSURANCE

The TOWN, at its sole discretion, will provide full comprehensive coverage. If a department desires to be insured at a higher level of coverage, the TOWN will provide that coverage and the Department Shall be responsible for the added cost.

#### SECTION 7.1 LIABILITY INSURANCE

Weathersfield will provide the FIRE DEPARTMENTS with liability insurance coverage, subject to the provisions of Section 8.5 below. Such coverage shall not include the FIRE DEPARTMENTS' owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the TOWN.

#### SECTION 7.2 CASUALTY INSURANCE

Weathersfield will provide the Department with casualty insurance coverage, subject to the provisions of Section 7.5 below. Such coverage shall not include the FIRE DEPARTMENTS' owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the TOWN.

#### SECTION 7.3 WORKERS' COMPENSATION INSURANCE

Weathersfield will provide the FIRE DEPARTMENTS with workers' compensation insurance coverage, subject to the provisions of Section 7.5 below. The carrier and amount of coverage shall be at the sole discretion of Weathersfield.

#### SECTION 7.4 VEHICLE INSURANCE

The TOWN will provide motor vehicle insurance coverage for all vehicles and apparatus owned in full or in part by the TOWN. The TOWN will also provide the FIRE DEPARTMENTS with motor vehicle insurance coverage for the vehicles and apparatus owned by the FIRE DEPARTMENTS. The carrier and amount of coverage shall be at the sole discretion of Weathersfield.

Any purchases of vehicles, apparatus, or capital equipment (requiring insurance) without Selectboard or TOWN approval will be considered a breach of CONTRACT and may result in withdrawal of all TOWN support and funds. Any person under the age of eighteen (18) years old who are not a member of the FIRE DEPARTMENTS nor enrolled in the Junior Program shall not respond to any fire emergencies.

#### SECTION 7.5 INSURANCE FORMS AND INFORMATION

The insurance obtained for the FIRE DEPARTMENTS and the binder provided by the insurance agent delivered to the TOWN will be made available to the FIRE DEPARTMENTS, including all pertinent information regarding such insurance coverages and all necessary forms for obtaining the benefits thereof. Weathersfield will provide Proof of Insurance and Declarations Pages to the FIRE DEPARTMENTS.

### **ARTICLE VIII ... GENERAL PROVISIONS**

#### SECTION 8.1 ASSIGNABILITY

This CONTRACT shall not be assignable, in whole or in part, by the FIRE DEPARTMENTS without the Select Board's written Approval.

## SECTION 8.2 AMENDMENT

This CONTRACT may be amended from time to time by mutual agreement of all the PARTIES.

No changes to this CONTRACT will be valid or recognized unless a mutually signed amendment is made.

## SECTION 8.3 GOVERNING LAW

This CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Vermont.

## SECTION 8.4 ENFORCEMENT

In the event a member of a DEPARTMENT violates Weathersfield's Policies, Rules, or Regulations and/or State Statute, the DEPARTMENT member will be subject to disciplinary action, up to and including termination.

First Offense: A member of a DEPARTMENT will be subject to a written warning.  
Second Offense: A member of a DEPARTMENT will be subject to a 30-Day Suspension.  
Third Offense: A member of a DEPARTMENT will be permanently barred from serving in the TOWN.

## SECTION 8.5 ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior CONTRACTs and undertakings, both written and oral, between the PARTIES to this CONTRACT with respect to the subject matter of hereof. Neither party makes and representation or warranty with regard to the subject matter of this CONTRACT other than those expressly set forth herein.

Dated at Town of Weathersfield, Windsor County, State of Vermont, this 1<sup>st</sup> day of July 2021.

\_\_\_\_\_  
President, West Weathersfield  
Volunteer Fire Department

\_\_\_\_\_  
President, Ascutney Volunteer Fire Association

\_\_\_\_\_  
Town Manager, Weathersfield

\_\_\_\_\_  
Select Board Chair, Weathersfield

\_\_\_\_\_  
Town Clerk, Weathersfield

**Fire Service**  
**FY2021 Approved**

<b>Fire Commission</b>		FY 2020 Pre Audit	FY2021 Approved Budget								Notes
				July	August	September	October	Total		% Change	
				2020	2020	2020	2020	YTD			
<b>Revenues</b>				8%	17%	25.00%	33%			#DIV/0!	
	Fire Equipment Motorized Reserve	-	30,000							100%	This will be a separate article for \$30K
	Fire Equipment and Gear Reserve	17,000						-		0%	
11-6-206-90.02	Dry Hydrant Reserve Trnsf			-	-	-	-	-			
11-6-205-90.00	Grant Revenue	-	-	-	-	-	-	-			
11-6-205-90.01	Local Sh Cowdrey Hyd Grnt							-			
11-6-205-91.00	Apprpriation Tax Revenue							-			
11-6-205-99.00	FS-Misc. Revenue	1,209	-	-	-	-	-	-			
11-6-206-01.20	Ascutney Fire Dept. Haz M	-	-	-	-	-	-	-			
11-6-206-01.25	AVFD Insurance Reimb	2,612	2,642	-	-	-	-	-		1%	
11-6-206-01.30	AVFD Fuel Tax Reimburseme	-	-	-	-	-	-	-			
11-6-206-90.02	Dry Hydrant Reserve Trnsf	-	-	-	-	-	-	-			
11-6-206-92.00	Loan Proceeds	-	-	-	-	-	-	-			
11-6-207-01.20	WW Fire Dept Revenue Haz	-	-	-	-	-	-	-			
11-6-207-01.25	WWFD Insurance Reimb	1,345	1,361	-	-	-	-	-		1%	
11-6-207-12.00	WWFD-Disposal of Equipmen	-	-	-	-	-	-	-			
11-6-207-91.00	WWFD-Trnsf frm Cap Reserv	-	-	-	-	-	-	-			
								-			
	<b>Total Revenue</b>	<b>5,166</b>	<b>4,003</b>	-	-	-	-	-		-29%	
<b>Personnel</b>											
11-7-205-10.55	Recording Secretary	167	-	-	-	-	-	-			no longer
11-7-205-10.70	Fire Warden Stipend	600	600	-	-	-	-	-		0%	
11-7-205-11.00	FICA	59	46				153	153		-28%	
11-7-205-16.00	Workmen's Compensation	2,964	3,550	-	1,347	-	-	1,347		17%	
11-7-205-17.00	Unemployment	2	4	0	-	0	-	1		61%	
11-7-205-18.00	Fire Warden Mileage Reimb		200	-	-	-	-	-		100%	
	<b>Subtotal personnel expense</b>	<b>3,791</b>	<b>4,400</b>	<b>0</b>	<b>1,347</b>	<b>0</b>	<b>153</b>	<b>1,501</b>	<b>34.11%</b>	<b>14%</b>	
<b>Office Expenses</b>											
11-7-205-23.50	Advertising	-	-	-	-	-	-	-			
11-7-205-43.00	Legal Expense	120	600	-	-	-	-	-		80%	Includes back ground checks
	<b>Subtotal office expense</b>	<b>120</b>	<b>600</b>	-	-	-	-	-		80%	
<b>Utilities</b>											
11-7-205-31.10	Fire Hyd Electrical Service	306	1,000	91	67	33	126	317		69%	
11-7-205-90.10	Hydrant Electric Repairs	-	-	-	-	-	-	-			
	<b>Subtotal Utilities</b>	<b>306</b>	<b>1,000</b>	<b>91</b>	<b>67</b>	<b>33</b>	<b>126</b>	<b>317</b>	<b>31.68%</b>	<b>69%</b>	
<b>Insurance</b>											

**Fire Service**  
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		FY 2020 Pre	FY2021 Approved								Notes
										% Change	
11-7-205-48.00	Insurance-vehicle/boiler/auto/fire	10,368	9,437	-	4,178	-	-	4,178		-10%	
11-7-205-48.25	Insurance on Vehicles	-	-	-	-	-	441	441			combined with 11-7-205-48.00
11-7-205-48.30	Boiler Insurance	-	-	-	-	-	-	-			combined with 11-7-205-48.00
11-7-205-48.35	Fire Insurance	-	-	-	-	-	-	-			combined with 11-7-205-48.00
	<b>Subtotal Insurance expense</b>	<b>10,368</b>	<b>9,437</b>	<b>-</b>	<b>4,178</b>	<b>-</b>	<b>441</b>	<b>4,619</b>	<b>48.94%</b>	-10%	
<b>Communications</b>											
11-7-206-45.15	Radio Repeater Fees-AVFD	1,000	1,000	-	-	-	-	-		0%	
11-7-207-45.15	Radio Repeater Fees-WWVFD	1,000	1,000	-	-	-	-	-		0%	
11-7-205-45.10	Dispatching Service	15,028	17,166	4,290	-	-	4,290	8,581		12%	Increase per Scott Smith in Hartford
11-7-205-31.00	Emergency Management	9,640	300	-	-	2,261	128	2,389		-3113%	
11-7-205-31.01	Emergency Mgmt Radios	-	-	-	-	-	-	-		#DIV/0!	
	<b>Subtotal communications</b>	<b>26,669</b>	<b>19,466</b>	<b>4,290</b>	<b>-</b>	<b>2,261</b>	<b>4,418</b>	<b>10,969</b>	<b>56.35%</b>	-37%	
<b>Fire Equipment/PPE/Hose Testing &amp; Maintenance</b>											
11-7-206-53.10	AVFD Fire Equip Repair	2,729	7,500	-	-	-	-	-		64%	
11-7-206-53.50	Trk Service to AVFD	1,536	-	-	-	-	-	-			
11-7-207-53.10	WWVFD Fire Equip Repair	11,118	6,500	174	1,780	1,283	372	3,608		-71%	
11-7-206-30.01	Hose Testing-AVFD	1,000	1,250	-	-	-	-	-		20%	
11-7-207-30.01	Hose Testing-WWVFD	1,000	1,250	-	-	706	-	706		20%	
	<b>Subtotal fire equipment /PPE/Hose Testing</b>	<b>17,383</b>	<b>16,500</b>	<b>174</b>	<b>1,780</b>	<b>1,989</b>	<b>372</b>	<b>4,314</b>	<b>26.15%</b>	-5%	
<b>Debt Service</b>											
11-7-207-52.00	Fire Truck interest expense	3,402	2,290	-	-	-	-	-		-49%	
11-7-207-53.00	Truck Bond debt reduction	45,800	45,800	-	-	-	-	-		0%	
11-7-207-53.05	Firetruck Purchase	-									
	<b>Subtotal Debt Service</b>	<b>49,202</b>	<b>48,090</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		-2%	
<b>Highway and Fuel Service</b>											
11-7-205-90.20	Dry Hydrant Maintenance	2,168	5,000	-	-	-	-	-		57%	Per board on 12/19/19
11-7-205-90.25	Highway Serv to Dry Hydra	2,082	1,500	-	-	-	-	-		-39%	match to HW
11-7-205-99.00	Miscellaneous Expenses	688	-	-	-	-	-	-		#DIV/0!	
11-7-206-51.00	AVFD Fuel	2,284	2,500	125	65	-	545	735		9%	
11-7-207-51.00	WWVFD Fuel	2,516	2,000	62	187	-	-	249		-26%	
11-7-206-53.50	General truck Service to AVFD	1,536	500	-	-	-	-	-		-207%	
11-7-207-53.50	General Truck Services to WWVFD	1,346	500	-	-	-	-	-		-169%	match to HW
	<b>Subtotal highway and fuel service</b>	<b>12,619</b>	<b>12,000</b>	<b>187</b>	<b>252</b>	<b>-</b>	<b>545</b>	<b>984</b>	<b>8.20%</b>	-5%	
<b>11-7-206 ASCUTNEY FIRE</b>											
11-7-206-30.00	AVFD Funding	25,000	27,000	-	-	-	-	-		7%	
	AVFD PPE	4,500	3,000	-	-	-	-	-		-50%	Per board on 12/19/19
	<b>Subtotal Ascutney fire expense</b>	<b>29,500</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		2%	
<b>11-7-207 WEST WEATHERSFIELD FIRE</b>											
11-7-207-30.00	WWVFD Funding	26723.68	27000	2337	1386	886	2296	6,905		1%	Per board on 12/19/19

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		FY 2020 Pre	FY2021 Approved								Notes
										% Change	
	WWVFD PPE	3,718	3,000					-		-24%	Per board on 12/19/19
Subtotal West Weathersfield		30,441	30,000	2,337	1,386	886	2,296	6,905	23.02%	-1%	
Reserve transfers										0%	
11-7-205-90.30	Transf to Dry Hydrant Res	-	-	-	-	-	-			0%	
11-7-205-90.35	Transf to Fire Equip Rese	17,000	30,000	-	30,000	-	-	30,000		0%	
11-7-207-85.00	Hazmat Revenue to WWVFD	-	-	-	-	-	-	-		0%	
11-7-207-90.00	Hazmat Revenue to Reserve(WWVFD)	-	-	-	-	-	-	-		0%	
11-7-206-90.00	Hazmat Revenue to Reserve(AVFD)	-	-	-	-	-	-	-		0%	
11-7-207-99.00	Miscellaneous Expenses	-	-	-	-	-	-	-		0%	
								-		0%	
								-		0%	
								-		0%	
								-		0%	
Subtotal reserve transfers		17,000.00	30,000.00	-	30,000.00	-	-	30,000.00	100.00%	0%	
Total Expense		197,399	201,494	7,079	39,010	5,168	8,352	59,609	29.58%	2%	
	Total Net Revenues to expenses	(192,233)	(197,491)	(7,079)	(39,010)	(5,168)	(8,352)	(59,609)			