

**Select Board Agenda  
Martin Memorial Hall  
5259 Route 5  
Wednesday, October 4<sup>th</sup>, 2017  
7:00 P.M.**

**SPECIAL JOINT MEETING**

**WITH**

**SELECT BOARD**

**FIRE COMMISSION**

**WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT**

**ASCUTNEY VOLUNTEER FIRE ASSOCIATION**

1. Call to Order
2. Fire Agreement Discussion
3. Adjourn



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

[townmanager@weathersfield.org](mailto:townmanager@weathersfield.org)

September 28, 2017

To: Selectboard

From: Ed Morris

Subject: Proposed Changes

Highlights of Changes Proposed:

**By AVFD**

- **Two Contracts - One for each Department as was done last time;**
- **Add back in the jurisdictional boundary (tentatively agreed to do this outside the contract with Selectboard approval)**
- **Fire department operational funds given by the Town be paid in four quarterly checks;**
- **Maintenance budget be given to the department and the department will take over maintenance;**
- **Clause added to restrict the changing of the hazmat ordinance**

**By Town:**

- **One contract to provide service to the Town;**
- **No Boundary dictated by the Town allowing for unified response and makes it easier for the departments to meet the terms of the contract (Failure to Respond);**
- **Fire operational funding budget line item paid out through direct bill pay or reimbursement;**
- **Town take over maintenance of all vehicles;**
- **25% of all hazmat truck billing be given to the Town to help offset the cost of the new maintenance agreement.**

Ed Morris

Town Morris

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## AVFA PROPOSED FIRE PROTECTION AGREEMENT

THIS FIRE PROTECTION AGREEMENT (this "Agreement") is made and entered into as of **July 1, 2017** by and between the Town of Weathersfield (Weathersfield) and the Ascutney Volunteer Fire Association (**AVFA**), of which is a 501©3 nonprofit corporation

WHEREAS, ~~the Department~~ **AVFA** provides necessary and valuable fire protection and emergency rescue services within Weathersfield;

WHEREAS, the Town of Weathersfield relies on AVFA on the Department for the provision of such services to its residents, inhabitants, visitors, and properties;

WHEREAS, the Town of Weathersfield recognizes a financial and administrative responsibility to provide assistance to ~~the Department~~ **AVFA**;

Commented [EM1]: We do provide administrative support.

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 Agreement, intending to be legally bound, hereby agree as follows:

### ARTICLE I ... DEFINITIONS

#### SECTION 1.1 Certain Definitions

As used in this Agreement, the following terms shall have the following respective meanings:

"Annual Budget" means current ~~Department~~ **AVFA** fiscal year budget starting July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year;

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"Annual Appropriation" means the annual amount, approved by the voters, in the General Fund budget directly paid to AVFA, but does not include Fire Commission line items;

"AVFA" means Ascutney Volunteer Fire Association a 501©3

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"Call" means an event or situation which ~~the Department~~ **AVFA** is requested to provide Services in response to;

"Capital Equipment" means equipment with a purchase price \$5000.00 or more, but shall not include firefighter protection clothing, helmets, or boots, commonly known as "bunker gear";

"Department" means ~~both the Ascutney and West Weathersfield Fire Departments~~, which includes its membership;

"Dispatch" means the alerting of ~~Department~~ **AVFA** personnel that there is a Call;

"Emergency Dispatch Services" means the operation of a communications center which receives notification of Calls, Dispatches ~~the Department~~ **AVFA**, and provides the ~~Department~~ **AVFA** with the means to request assistance from other Emergency Services Providers and public safety agencies;



"Emergency Services Provider" or "ESP" shall mean any organization which is able and authorized to provide Services within Weathersfield;

"Failure to Respond" means ~~failure of an adequate number of personnel from the AVFA the Department to respond to a call, thus necessitating that another ESP be dispatched to provide services (example: one engine with at least 3 firefighters for a structure fire);~~

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"Fire Commission" means the Fire Commission of the Town of Weathersfield pursuant to 24 VSA 2804, as amended from time to time;

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"Fiscal Year" means the fiscal year of the Town of Weathersfield, ~~starting July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year;~~

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"GAAP" means Generally Accepted Accounting Principles in the United States;

"General Fund" means the General fund of the Town of Weathersfield, pursuant to 17 VSA 2664, as amended from time to time;

"Operating Funds" means ~~aA detailed written request for "Town Appropriated Operating Funds"; has the meaning set forth in Section 4.1(a)(iii);~~

"Reserve Fund" means a Reserve Fund of the Town of Weathersfield pursuant to 24 VSA 2804, ~~as amended from time to time;~~

"Responding" means that ~~Department-AVFA~~ personnel are en-route from the Station to the location of a Call;

"Response Time" means the time which elapses between the moment of Dispatch and the moment ~~Department-AVFA~~ personnel arrive at the location of the Call;

"Routine Preventative Maintenance" means regular and routine action taken on equipment in order to prevent its breakdown. This will include: fluid changes, belts and hoses, filters, brakes, lights, wipers, tune ups, inspections, tires, and other repairs determined by the Town to be preventative.

**HOW WILL WE ADDRESS RESPONSIBILITY TO FIX BROKEN EQUIPMENT??**

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"Selectboard" means the legislative body of the Town of Weathersfield;

"Services" means fire protection and basic first responder emergency services, excluding emergency medical services, ~~but to assist upon request the ESP contracted for emergency medical services;~~

"Service Area" means the area within which AVFA is responsible for providing services in the following established first response service area, and the entirety of Weathersfield upon the request of other contracted ESP.

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- From the Windsor Town lines proceeding south to the Springfield Town Line;
- From the New Hampshire State Line at the Connecticut River proceeding to the western edge of the Weathersfield Center Road from the intersection with Gravin Road south to the Springfield Town Line;

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- From the New Hampshire State Line at the Connecticut River proceeding to the western edge of Gravelin Road from the intersection with Vermont Route 131 to the intersection with the Weathersfield Center Road; and,
- From the New Hampshire State Line at the Connecticut River proceeding to the eastern edge of Mill Pond Court, along a straight line from the intersection of Mill Pond Court and Vermont Route 131 due North to the Windsor Town Lines;

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means the area within which the Department is responsible for providing services; From the Reading, West Windsor, and Windsor Town lines proceeding south to the Springfield Town Line; From the Baltimore Road Town Line proceeding to the western edge of the Weathersfield Center Road from the intersection with Gravelin Road south to the Springfield Town Line; From the Cavendish Town line proceeding to the western edge of Gravelin Road from the intersection with Vermont Route 131 to the intersection with the Weathersfield Center Road; and;

- From the Cavendish and Reading Town lines proceeding to the eastern edge of Mill Pond Court, along a straight line from the intersection of Mill Pond Court and Vermont Route 131 due north to the West Windsor and Windsor Town lines; Town of Weathersfield in its entirety;

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"Station" means the location at which the Department AVFA stores its apparatus and equipment and from which it responds to Calls;

"Town Manager" means the Town Manager of the Town of Weathersfield pursuant to 24 VSA 1232, as amended from time to time;

"Town Meeting" means any annual or special meeting of the Town of Weathersfield pursuant to 17 VSA 2640, 2643;

"Voters" means the registered voters of the Town of Weathersfield;

"Weathersfield Funds" money provided by the Town of Weathersfield paid quarterly;;

"Weathersfield Purchasing Policy" means the official purchasing policy of the Town of Weathersfield, as amended from time to time.

## ARTICLE II ... PROVISION OF SERVICES

### SECTION 2.1 Services

The Department AVFA agrees to provide Services to, and for the benefit of, the residents, inhabitants, visitors, and properties of the Town of Weathersfield within the Service Area.

### SECTION 2.2 Obligation to Provide Services

The Department AVFA shall provide Services twenty-four (24) hours a day, seven (7) days a week, throughout the year.

### SECTION 2.3 Provision of Services

It is understood that the Department AVFA is a volunteer organization and does not regularly staff its Station, meaning that Department AVFA personnel available to respond to calls must first travel to the Station from wherever they are located at the time the call is dispatched. It is further understood that the service area is rural in nature and is prone to inclement weather. It is understood that the Department AVFA response time for a call may



be delayed or inhibited ~~by these factors~~. However; If the Response Time for any call exceeds forty-five (45) minutes or ~~the Department~~AVFA "Fails to Respond", Weathersfield requires that AVFA provide documentation explaining the delay or 'Failure to Respond'.

(C) ~~The Department~~AVFA ~~personnel~~ shall respond to calls as safely and promptly as possible, both while responding to the station and from the station to the call, keeping in mind first and foremost the safety of the public at large and the requirements and limitations of applicable Vermont law.

#### **SECTION 2.4 Emergency Dispatch Services**

The Town of Weathersfield shall be responsible for providing the ~~Department~~AVFA 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 chief~~ Chief of each department, and may be provided by a subcontractor ~~AVFA will remain dispatched by the agency responsible for dispatching Mount Ascutney Repeater Association, unless both~~ cContracted ESPs AVFA, WWVFD and Select Board with unanimous majority decision of said entities decide to contract Emergency Dispatch Services elsewhere.

(A) If the ~~Department~~AVFA has problems or difficulties with the Emergency Dispatch Services provided for ~~The Town of~~ Weathersfield, such problems or difficulties shall be brought to the attention of the ~~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.~~ Fire Commission by the Department. The Fire Commission will investigate such problems or difficulties, select the most appropriate way to attempt to resolve such problems or difficulties ~~resolution, and shall work on behalf of the Department to attempt to resolve such problems or difficulties.~~

#### **SECTION 2.5 Hydrants**

(A) ~~The Fire Commission shall be~~ is responsible for recommending the placement of new hydrants.

(B) ~~The Fire Commission shall be~~ is responsible for pursuing grants to fund the construction and installation of new hydrants.

(A) AVFA is responsible for testing hydrants within its service area to ensure that they are operating correctly. Any problems or failures shall be reported to the Town of Weathersfield Highway Superintendent and Fire Commission by ~~the Department~~AVFA.

(B) The Town of Weathersfield is responsible for maintaining access to all hydrants it owns or holds the easement for, 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.

### ARTICLE III ... RELATIONSHIP

#### SECTION 3.1 Authority of the Town of Weathersfield

The Town of Weathersfield makes this Agreement pursuant to its authority as a municipal corporation created by and existing under Vermont law. It is understood by the parties that all actions of the Town of Weathersfield and all ordinances, policies, funds, appropriations, expenditures, and the like, referenced in this Agreement, are subject to the limitations and requirements placed upon the Select Board and the Voters by Vermont law, as amended from time to time.

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#### SECTION 3.2 Relationship

The ~~Department~~AVFA is a private volunteer organization separate and apart from the Town of Weathersfield, providing services to the Town of Weathersfield as an IRS designated 501(c)3 nonprofit corporation.

During public meetings, ~~department~~AVFA members, ~~in good standing~~, will be allowed to speak on fire department-related matters, regardless of their personal geographic residency, following Roberts' Rules and annual Town Meeting policies and procedures.

The Town of Weathersfield and the ~~Department~~AVFA recognize and will utilize the "Fire ServiceTown of Weathersfield's Citizen Complaint policy and procedure, in the event that a written complaint is filed by any person against the AVFA or any member thereof.fire department.

#### SECTION 3.3Powers and Duties

All powers and limitations on liability specified and codified in Vermont Law or in 20VSA Chapter 175 relating to Local Fire Departments shall be conveyed and applied in this Agreement. Nothing in this Agreement shall modify or abrogate the powers, duties, rights, privileges, and immunities of the Fire Chief and members of the ~~Fire Department~~AVFA as set forth in State Law governing Volunteer Fire Fighters.

By this Agreement the ~~Department~~AVFA is authorized to enter into a mutual aid fire protection agreement with other fire departments, whether municipal, private or volunteer. The Select Board shall be kept aware of and provided with any such Agreements. The Town of Weathersfield shall not limit the decision of AVFAthe Fire Chief to provide mutual aid and assistance when requested from other departments outside of the town.

#### SECTION 3.4Authority of Department

The ~~Department~~AVFA shall have all legal authority granted to it as a volunteer fire department under Vermont law. In the event that a specific event warrants questions from Town officials, i.e. Selectboard or Town Manager, information will be released from the Fire Chief in correlation to ongoing investigations, confidentiality limitations and "need to know" consideration. The Selectboard recognizes the ultimate authority of the AVFA, with counsel of the fire commission, to determine resources and logistics management.

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The above Section 3.3 includes, but is not limited to, the authority department is authorized to "direct, control and supervise traffic at the scene of a fire or other emergency" as granted by 20 VSA 2921, 2673(c). However, it is understood by the Department that this does not authorize the Department to close any State highway, and in particular, any interstate highway, as that authority is delegated solely to the District Transportation Administrators of the Vermont Agency of Transportation and the Troop Commanders of the Vermont State Police by VT Code R.14053001(2). Liability for any penalties or injuries caused by or associated with illegally closing any state highway, and in particular, any interstate highway, shall rest solely with the Department and the Department shall indemnify and hold harmless Weathersfield for any penalty or judgment held against it as a result of the Department illegal closure of such highway.

### SECTION 3.5 No Agency Created

No officer, employee, or member of the Department AVFA shall be deemed an agent of the Town of Weathersfield by reason of any provision of this Agreement, nor by performing any of the duties imposed upon the Department AVFA by this Agreement, nor in performing any firefighting or other Department AVFA functions. In addition, no official or employee of the Town of Weathersfield shall be deemed an agent of the Department AVFA by reason of any provision of this Agreement, nor by performing any of the duties imposed upon the Town of Weathersfield by this Agreement. 20 VSA 2921 and 2673 (c)

### LEGALITY ON INSURANCE CLAIMS??

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## ARTICLE IV ... OPERATING FUNDS

### SECTION 4.1 Annual Budget; Operating Funds; Appropriation

(A) Each year at the October Fire Commission meeting the Department AVFA shall prepare and submit to the Fire Commission the following:

- (i) Reconciled financial statements representing the most recently ended fiscal year, prepared in accordance with GAAP, showing all assets, liabilities, income, and expenditures of the Department AVFA;
- (ii) The current Department AVFA fiscal year budget;
- (iii) A detailed written request for "Town Appropriated Operating Funds,"
- (iv) A detailed proposed department AVFA budget for the upcoming fiscal year.
- (v) Detailed request for any reserve appropriation or large capital expenditure.

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(B) The Fire Commission will review all materials submitted in 4.1(A) and provide input on the Department AVFA proposed budget and Town appropriation request. The Fire Commission shall submit its recommendation, no later than November 1<sup>st</sup>, to the Town Manager as proposed town funding for the next fiscal year.



(C) If ~~AVFA the Department~~ disagrees with the recalculation of the Fire Commission, ~~Department~~AVFA may appeal directly to the Town Manager.

(D) The Town Manager shall have final authority on the amounts to be submitted to the Selectboard as proposed appropriations for the ~~Department~~AVFA, AVFA may appeal to the Selectboard.

(E) The Selectboard, with input from the Town Manager, shall determine the final amounts to be submitted to the Voters as proposed appropriations for ~~AVFA the Department~~. The appropriations shall appear ~~as separate line items in the General Fund budget and shall be warned as such.~~

#### **SECTION 4.2 Limitation of Funding Obligation**

The Town of Weathersfield shall have no obligation to fund ~~the Department's~~AVFA's Appropriation costs and expenses in any year over and above amounts approved by the Voters.

#### **SECTION 4.3 Appropriated Operating Funds**

The appropriation approved at Town Meeting for Operating Funds, shall be part of the Town of Weathersfield General Fund budget. The Town of Weathersfield shall disburse such funds as provided for in Section 4.4

~~, including 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 Town Manager.~~

#### **SECTION 4.4 Annual Appropriation**

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

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#### **SECTION 4.5 AVFA Department Fundraising**

In any community fundraising solicitation, ~~the AVFA e Department~~ shall make clear that such additional funds as are being raised are to be used for purposes beyond and in addition to the provision of Services funded by the Town of Weathersfield. Income from such fundraising shall be included as part of ~~AVFA the Department~~ Annual Budget submitted to the Fire Commission. AVFA The Department shall furthermore include as a part of its Annual Budget submission to the Fire Commission a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.

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

#### **SECTION 5.1 Designation of Agent**

~~AVFA The Department~~ shall annually designate an agent (or agents) with authority to submit ~~Department AVFA~~ requests to the Town of Weathersfield for payment. Such designation shall be made in writing, signed by the elected chief of AVFA. The submission of a payment request by that agent shall be deemed a representation by AVFA the Department for the payment by the Town of Weathersfield of the amount requested is authorized by AVFA the

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Department and proper in all respects. The Town of Weathersfield in disbursing on that payment request may conclusively rely on that representation.

## SECTION 5.2 Disbursement

~~The Annual Appropriation approved at Town Meeting shall be made available to the Department 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 Fire Commission. If a payment or reimbursement is denied and the department disagrees with this decision they can appeal the decision to the Selectboard.~~

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

## SECTION 5.3 Direct Provision

The Town of Weathersfield may, at its sole discretion, directly provide goods and services to the Department AVFA which the Department AVFA would otherwise obtain from outside sources, including but not limited to fuel, vehicle maintenance, general supplies, and the like. ~~These Directly supplied goods and services shall be in the Fire commissions budget and cannot affect AVFA's Annual Appropriation. The Town of Weathersfield shall have no obligation to disburse funds for payment of the costs of goods and services, which the Town of Weathersfield offers to provide.~~

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## SECTION 5.4 Maintenance of Vehicles, Apparatus and Equipment

(A) The Town of Weathersfield will provide ~~the allocated Fire Commission maintenance budget for repairs and preventative maintenance for all~~ vehicles, apparatus, and Capital Equipment purchased in whole or in part with the Town of Weathersfield 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. ~~All repairs and maintenance will receive prior approval from the Department of Public Works Supervisor.~~

~~Any purchases of vehicles, apparatus, or capital equipment (requiring reoccurring maintenance) without Selectboard or Town approval will be considered a breach of contract and may result withdrawal of all Town support and funds.~~

~~(DC) Reimbursement for any maintenance, repairs, inspections, etc., will only be made with prior approval from the Department of Public Works Supervisor.~~

(BE) The Department AVFA shall ensure that all vehicles, apparatus, and equipment in it's possession are properly maintained in good working order, and any issues

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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

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

If AVFA is over fire commission budget how will it be addressed to fix trucks??

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## ARTICLE VI ... RESERVE FUNDS

### SECTION 6.1 Reserve Funds

The Town of Weathersfield currently maintains Reserve Funds for the benefit of those ESP's currently providing Services within Weathersfield. The continued existence of such Reserve Funds, or the establishment of additional Reserve Funds, shall be at the sole discretion of the Voters.

### SECTION 6.2 Annual Reserve Fund Appropriations

Reserve Funds shall be funded -in accordance with the Town of Weathersfield Reserve Fund Balance Policy

(A) Reserve fund appropriation requests shall be submitted in writing to the Fire Commission on or before the October Fire Commission Meeting.

(B) The amount of any proposed appropriation shall be at the sole discretion of the Select Board.

Fire Commission 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.

If there are questions about the amount of any proposed appropriation, the Select board shall hold a meeting with the Fire Commission to discuss the current and anticipated equipment needs of all entities providing Services within the Town of Weathersfield. AVFA Department shall cooperate fully with the Fire Commission so that the Fire Commission may accurately advise the Selectboard

(C) The amount and description of warning for any proposed Reserve Fund appropriation shall be determined by the Selectboard

### SECTION 6.3 Disbursement of Reserve Funds

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

## ARTICLE VII ... TITLE TO PROPERTY

### SECTION 7.1 Vehicles and Apparatus Purchased with Town of Weathersfield Funds

Title to all vehicles and apparatus acquired in whole or in part with monies derived from Town of Weathersfield Funds shall be in the names of the Town of Weathersfield and AVFA the Department, reflecting in proportional share the percentage of the financial

contribution of each towards the purchase price. This shall be reflected on the Certificate of Title. Any sale, transfer, or other disposition of such vehicles or apparatus may only occur with the approval of the owner(s).

## **SECTION 7.2 Capital Equipment Purchased with Weathersfield Funds**

Title to all Capital Equipment acquired in whole or in part with Town of Weathersfield Funds shall reflect the Town of Weathersfield's proportional share of its financial contribution towards the purchase price along with that of ~~the Department~~AVFA. Any sale, transfer, or other disposition of such Capital Equipment may only occur with the approval of the Town of Weathersfield.

## **SECTION 7.3 Proceeds from the Sale, Transfer or Other Disposition of Equipment, Vehicles, Apparatus, and Capital Equipment Purchased with Town of 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 of Weathersfield Funds, or ~~upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment,~~ the net proceeds to the extent of Town of Weathersfield Funds expended for the acquisition shall be turned over to the Town of Weathersfield in proportional share to ~~the Department~~AVFA, to be applied to the corresponding reserve fund of the item sold.

Upon the 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 disbursed proportionally to ownership of said item.

## **ARTICLE VIII ... INSURANCE**

The DepartmentAVFA will obtain adequate insurance coverage such that when combined with the coverage supplied by Weathersfield shall represent full comprehensive coverage of all risks and properties whether owned jointly or separately

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## **SECTION 8.1 Liability Insurance**

The Town of Weathersfield will provide ~~the Department~~AVFA with liability insurance coverage, subject to the provisions of Section 8.5 below. Such coverage shall not include ~~Department-AVFA~~ owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the Town of Weathersfield.

## **SECTION 8.2 Casualty Insurance**

The Town of Weathersfield will provide ~~the Department~~AVFA with casualty insurance coverage, subject to the provisions of Section 8.5 below. Such coverage shall not include ~~Department-AVFA~~ owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the Town of Weathersfield.



### **SECTION 8.3      Workers' Compensation Insurance**

The Town of Weathersfield will provide the Department AVFA with workers' compensation insurance coverage, subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of the Town of Weathersfield.

### **SECTION 8.4      Vehicle Insurance**

The Town of Weathersfield will provide motor vehicle insurance coverage for all vehicles and apparatus owned in full or in part by the Town of Weathersfield. Town of Weathersfield will also provide the Department AVFA with motor vehicle insurance coverage for the vehicles and apparatus currently owned by the Department AVFA, subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of the Town 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 withdrawal of all Town support and funds. If in the future future, the Department acquires any vehicle or apparatus without using funds supplied by Weathersfield, Weathersfield in its sole discretion may or may not, through the amendment process, charge the Department to insure such vehicle or apparatus.

### **SECTION 8.5      Limitation of Insurance**

Weathersfield shall only be obligated to provide the insurance coverage set forth in Section 8.1, Section 8.2, Section 8.3 or Section 8.4 if the following conditions are satisfied:

- (A) ~~The Department must allow representatives and agents of the insurance carriers access to all property and records of the Department that such insurance carriers reasonably request; and~~
- (B) ~~The Department must take any and all actions, and comply fully with any and all changes in policy, procedure, property, or equipment, that is required by any insurance carrier as a condition of continued coverage.~~

~~If the Department refuses to take any such action, or refuses to make any such change in policy, procedure, property, or equipment, Weathersfield shall not be obligated to provide the insurance coverage such action or change pertains to. In the event that Weathersfield does not provide an insurance coverage under this provision, the Department alone shall be responsible for maintaining such insurance coverage, and shall indemnify and hold harmless Weathersfield for any claim which may be asserted against it which otherwise would have been covered by such insurance provided by Weathersfield.~~  
contract.

### **SECTION 8.56      Insurance Forms and Information**

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

## **ARTICLE IX ... DURATION**



## SECTION 9.1 Term

The term of this Agreement shall commence on July 1, 2017, upon signature by both parties, and shall end June 30, 2020. If a replacement contract is not signed by June 30, 2020 it will be considered as automatically renewed for a 1 year term unless AVFA or Selectboard send a written letter to cancel any such agreement after June 30, 2020.

## SECTION 9.2 Cancellation

Either party may terminate this Agreement ~~effective June 30<sup>th</sup> of any year~~, provided written notice of termination is given at least six (6) months prior to such termination date.

## ARTICLE X ... DISSOLUTION OF DEPARTMENT

### SECTION 10.1 Dissolution of Department

Upon the dissolution of AVFA, all Town of Weathersfield owned or partially owned assets will be returned to the Town of Weathersfield and AVFA will forfeit its portion of said partially owned assets. ~~Department~~AVFA owned; assets shall be distributed for one or more exempt purposes within the meaning of section 501©3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE X ... GENERAL PROVISIONS

### SECTION 11.1 Assignability

This Agreement shall not be assignable, in whole or in part, by AVFA ~~the Department~~ without the Select Board's written approval.

### ~~SECTION 11.2 Effective Date~~

~~This Agreement shall become effective upon signing by both parties.~~

### SECTION 11.23 Amendment

This Agreement may be amended from time to time by mutual agreement of both parties upon the approval of such amendment by both of the following.

- A. The executive board of AVFA at a duly called meeting
- B. The Selectboard at any duly warned meeting.

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

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### SECTION 11.4 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont, ~~without regard to its rules of conflict of laws.~~ without regard to its rules of conflict of laws?????????what is this why is it being taken out???

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### SECTION 11.5 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties to this Agreement with respect to the subject matter of hereof. Neither party makes any representation or warranty with regard to the subject matter of this

2) We would also like to see a section added for hazmat ordinance compliance, to not change the ordinance while under a contractually agreement between the Town of Weathersfield and AVFA. Unless changes are mutually agreed on and shall reflect that of mutual aid association in which case upon signing by both parties will be considered an amendment to this contractual agreement.

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## **FIRE PROTECTION AGREEMENT**

### **(AVFA Proposed No Tracking)**

THIS FIRE PROTECTION AGREEMENT (this "Agreement") is made and entered into as of **July 1, 2017** by and between the Town of Weathersfield (Weathersfield) and the Ascutney Volunteer Fire Association (AVFA), of which is a 501©3 nonprofit corporation

WHEREAS, AVFA provides necessary and valuable fire protection and emergency rescue services within Weathersfield;

WHEREAS, the Town of Weathersfield relies on AVFA for the provision of such services to its residents, inhabitants, visitors, and properties;

WHEREAS, the Town of Weathersfield recognizes a financial and administrative responsibility to provide assistance to AVFA;

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 Agreement, intending to be legally bound, hereby agree as follows:

#### **ARTICLE I ... DEFINITIONS**

##### **SECTION 1.1 Certain Definitions**

As used in this Agreement, the following terms shall have the following respective meanings:

"Annual Budget" means current AVFA fiscal year budget starting July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year;

"Annual Appropriation" means the annual amount, approved by the voters, in the General Fund budget directly paid to AVFA, but does not include Fire Commission line items;

"AVFA" means Ascutney Volunteer Fire Association a 501©3

"Call" means an event or situation which AVFA is requested to provide Services in response to;

"Capital Equipment" means equipment with a purchase price \$5000.00 or more, but shall not include firefighter protection clothing, helmets, or boots, commonly known as "bunker gear";

"Dispatch" means the alerting of AVFA personnel that there is a Call;

"Emergency Dispatch Services" means the operation of a communications center which receives notification of Calls, Dispatches AVFA, and provides AVFA with the means to request assistance from other Emergency Services Providers and public safety agencies;

"Emergency Services Provider" or "ESP" shall mean any organization which is able and authorized to provide Services within Weathersfield;

"Failure to Respond" means failure of an adequate number of personnel from the AVFA to respond to a call, thus necessitating that another ESP be dispatched to provide services (example: one engine with at least 3 firefighters for a structure fire);

"Fire Commission" means the Fire Commission of the Town of Weathersfield pursuant to 24 VSA 2804, as amended from time to time;

"Fiscal Year" means the fiscal year of the Town of Weathersfield, starting July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year;

"GAAP" means Generally Accepted Accounting Principles in the United States;

"General Fund" means the General fund of the Town of Weathersfield, pursuant to 17 VSA 2664, as amended from time to time;

"Operating Funds" means a detailed written request for "Town Appropriated Funds";

"Reserve Fund" means a Reserve Fund of the Town of Weathersfield pursuant to 24 VSA 2804;

"Responding" means that AVFA personnel are en-route from the Station to the location of a Call;

"Response Time" means the time which elapses between the moment of Dispatch and the moment AVFA personnel arrive at the location of the Call;

"Routine Preventative Maintenance" means regular and routine action taken on equipment in order to prevent its breakdown. This will include: fluid changes, belts and hoses, filters, brakes, lights, wipers, tune ups, inspections, tires, and other repairs determined by the Town to be preventative.

#### HOW WILL WE ADDRESS RESPONSIBILITY TO FIX BROKEN EQUIPMENT??

"Selectboard" means the legislative body of the Town of Weathersfield;

"Services" means fire protection and basic first responder emergency services, excluding emergency medical services, but to assist upon request the ESP contracted for emergency medical services.

"Service Area" means the area within which AVFA is responsible for providing services in the following established first response service area, and the entirety of Weathersfield upon the request of other contracted ESP:

- From the Windsor Town lines proceeding south to the Springfield Town Line;
- From the New Hampshire State Line at the Connecticut River proceeding to the western edge of the Weathersfield Center Road from the intersection with Gravelin Road south to the Springfield Town Line;
- From the New Hampshire State Line at the Connecticut River proceeding to the western edge of Gravelin Road from the intersection with Vermont Route 131 to the intersection with the Weathersfield Center Road; and,
- From the New Hampshire State Line at the Connecticut River proceeding to the eastern edge of Mill Pond Court, along a straight line from the intersection

of Mill Pond Court and Vermont Route 131 due North to the Windsor Town Lines;

"Station" means the location at which AVFA stores its apparatus and equipment and from which it responds to Calls;

"Town Manager" means the Town Manager of the Town of Weathersfield pursuant to 24 VSA 1232, as amended from time to time;

"Town Meeting" means any annual or special meeting of the Town of Weathersfield pursuant to 17 VSA 2640, 2643;

"Voters" means the registered voters of the Town of Weathersfield;

"Weathersfield Funds" money provided by the Town of Weathersfield paid quarterly;

"Weathersfield Purchasing Policy" means the official purchasing policy of the Town of Weathersfield, as amended from time to time.

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

### **SECTION 2.1 Services**

AVFA agrees to provide Services to, and for the benefit of, the residents, inhabitants, visitors, and properties of the Town of Weathersfield within the Service Area.

### **SECTION 2.2 Obligation to Provide Services**

AVFA shall provide Services twenty-four (24) hours a day, seven (7) days a week, throughout the year.

### **SECTION 2.3 Provision of Services**

It is understood that AVFA is a volunteer organization and does not regularly staff its Station, meaning that AVFA personnel available to respond to calls must first travel to the Station from wherever they are located at the time the call is dispatched. It is further understood that the service area is rural in nature and is prone to inclement weather. It is understood that AVFA response time for a call may be delayed or inhibited. However; If the Response Time for any call exceeds forty-five (45) minutes or AVFA "Fails to Respond", Weathersfield requires that AVFA provide documentation explaining the delay or 'Failure to Respond'.

(C) AVFA personnel shall respond to calls as safely and promptly as possible, both while responding to the station and from the station to the call, keeping in mind first and foremost the safety of the public at large and the requirements and limitations of applicable Vermont law.

### **SECTION 2.4 Emergency Dispatch Services**

The Town of Weathersfield shall be responsible for providing AVFA with Emergency Dispatch Services. 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) If the AVFA has problems or difficulties with the Emergency Dispatch Services provided for The Town of Weathersfield, such problems or difficulties shall be brought to the attention of the 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.

## **SECTION 2.5 Hydrants**

(A) AVFA is responsible for testing hydrants within its service area to ensure that they are operating correctly. Any problems or failures shall be reported to the Town of Weathersfield Highway Superintendent and Fire Commission by AVFA.

(B) The Town of Weathersfield is responsible for maintaining access to all hydrants it owns or holds the easement for, 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.

## **ARTICLE III ... RELATIONSHIP**

### **SECTION 3.1 Authority of the Town of Weathersfield**

The Town of Weathersfield makes this Agreement pursuant to its authority as a municipal corporation created by and existing under Vermont law. It is understood by the parties that all actions of the Town of Weathersfield and all ordinances, policies, funds, appropriations, expenditures, and the like, referenced in this Agreement, are subject to the limitations and requirements placed upon the Select Board and the Voters by Vermont law, as amended from time to time.

ATTACH VSA #

### **SECTION 3.2 Relationship**

AVFA is a private volunteer organization separate and apart from the Town of Weathersfield, providing services to the Town of Weathersfield as an IRS designated 501(c)3 nonprofit corporation.

During public meetings, AVFA members, will be allowed to speak on fire department-related matters, regardless of their personal geographic residency, following Roberts' Rules and annual Town Meeting policies and procedures.

The Town of Weathersfield and AVFA recognize and will utilize the Town of Weathersfield's Citizen Complaint policy and procedure, in the event that a written complaint is filed by any person against the AVFA or any member thereof.

### **SECTION 3.3 Powers and Duties**

All powers and limitations on liability specified and codified in Vermont Law or in 20VSA Chapter 175 relating to Local Fire Departments shall be conveyed and applied in this Agreement. Nothing in this Agreement shall modify or abrogate the powers, duties, rights, privileges, and immunities of the Fire Chief and members of AVFA as set forth in State Law governing Volunteer Fire Fighters.

By this Agreement AVFA is authorized to enter into a mutual aid fire protection agreement with other fire departments, whether municipal, private or volunteer. The Select Board shall be kept aware of and provided with any such Agreements. The Town of Weathersfield shall not limit the decision of AVFA to provide mutual aid and assistance when requested from other departments outside of the town.

### **SECTION 3.4 Authority of Department**

AVFA shall have all legal authority granted to it as a volunteer fire department under Vermont law. In the event that a specific event warrants questions from Town officials, i.e. Selectboard or Town Manager, information will be released from the Fire Chief in correlation to ongoing investigations, confidentiality limitations and "need to know" consideration. The Selectboard recognizes the ultimate authority of the AVFA, with counsel of the fire commission, to determine resources and logistics management.

### **SECTION 3.5 No Agency Created**

No officer, employee, or member of AVFA shall be deemed an agent of the Town of Weathersfield by reason of any provision of this Agreement, nor by performing any of the duties imposed upon AVFA by this Agreement, nor in performing any firefighting or other AVFA functions. In addition, no official or employee of the Town of Weathersfield shall be deemed an agent of AVFA by reason of any provision of this Agreement, nor by performing any of the duties imposed upon the Town of Weathersfield by this Agreement. 20 VSA 2921 and 2673 (c)

LEGALITY ON INSURANCE CLAIMS??

## **ARTICLE IV ... OPERATING FUNDS**

### **SECTION 4.1 Annual Budget; Operating Funds; Appropriation**

(A) Each year at the October Fire Commission meeting AVFA shall prepare and submit to the Fire Commission the following:

- (i) Reconciled financial statements representing the most recently ended fiscal year, prepared in accordance with GAAP, showing all assets, liabilities, income, and expenditures of AVFA;
  - (ii) The current AVFA fiscal year budget;
  - (iii) A written request for "Town Appropriated Funds,"
  - (iv) A proposed AVFA budget for the upcoming fiscal year.
  - (v) Detailed request for any reserve appropriation or large capital expenditure
- (B) The Fire Commission will review all materials submitted in 4.1(A) and provide input on the AVFA proposed budget and Town appropriation request. The Fire Commission

shall submit its recommendation, no later than November 1<sup>st</sup>, to the Town Manager as proposed town funding for the next fiscal year.

(C) If AVFA disagrees with the recalculation of the Fire Commission, AVFA may appeal directly to the Town Manager.

(D) The Town Manager shall have final authority on the amounts to be submitted to the Selectboard as proposed appropriations for AVFA, AVFA may appeal to the Selectboard.

(E) The Selectboard, with input from the Town Manager, shall determine the final amounts to be submitted to the Voters as proposed appropriations for AVFA. The appropriations shall appear in the General Fund budget.

#### **SECTION 4.2 Limitation of Funding Obligation**

The Town of Weathersfield shall have no obligation to fund tAVFA's Appropriation cost over and above amounts approved by the Voters.

#### **SECTION 4.3 Appropriated Operating Funds**

The appropriation approved at Town Meeting for Operating Funds, shall be part of the Town of Weathersfield General Fund budget. The Town of Weathersfield shall disburse such funds as provided for in Section 4.4

#### **SECTION 4.4 Annual Appropriation**

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

#### **SECTION 4.5 AVFA Fundraising**

In any community fundraising solicitation, the AVFA shall make clear that such additional funds as are being raised are to be used for purposes beyond and in addition to the provision of Services funded by the Town of Weathersfield. Income from such fundraising shall be included as part of AVFA Annual Budget submitted to the Fire Commission. AVFA shall furthermore include as a part of its Annual Budget submission to the Fire Commission a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.

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

#### **SECTION 5.1 Designation of Agent**

AVFA shall designate an agent (or agents) with authority to submit AVFA requests to the Town of Weathersfield for payment. Such designation shall be made in writing, signed by the elected chief of AVFA. The submission of a payment request by that agent shall be deemed a representation by AVFA for the payment by the Town of Weathersfield of the amount requested is authorized by AVFA and proper in all respects. The Town of Weathersfield in disbursing on that payment request may conclusively rely on that representation.

#### **SECTION 5.2 Disbursement**

AVFA shall follow the Town of Weathersfield Purchasing Policy for all purchases submitted to the Town of Weathersfield for payment. The Town of Weathersfield shall make payment for such purchases directly to AVFA's creditors; per creditors terms. The Town of Weathersfield shall not be obligated to disburse funds for payment of purchases not made in accordance with the Town of Weathersfield Purchasing Policy.

### **SECTION 5.3          Direct Provision**

The Town of Weathersfield may, at its sole discretion, directly provide goods and services to AVFA which AVFA would otherwise obtain from outside sources, including but not limited to fuel, general supplies, and the like. These Directly supplied goods and services shall be in the Fire commissions budget and cannot affect AVFA's Annual Appropriation. The Town of Weathersfield shall have no obligation to disburse funds for payment of the costs of goods and services, which the Town of Weathersfield offers to provide.

Mark to Explain section 5.3

### **SECTION 5.4          Maintenance of Vehicles, Apparatus and Equipment**

(A) The Town of Weathersfield will provide the allocated Fire Commission maintenance budget for repairs and preventative maintenance for all vehicles, apparatus, and Capital Equipment purchased in whole or in part with the Town of Weathersfield 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.

(B) AVFA shall ensure that all vehicles, apparatus, and equipment in it's possession are properly maintained in good working order, 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) All Fire Commission Maintenance budget excess funds will be returned to the Fire Commission Motorized Truck Reserve at the end of Fiscal year.

If AVFA is over fire commission budget how will it be addressed to fix trucks??

## **ARTICLE VI ... RESERVE FUNDS**

### **SECTION 6.1          Reserve Funds**

The Town of Weathersfield currently maintains Reserve Funds for the benefit of those ESP's currently providing Services within Weathersfield. The continued existence of such Reserve Funds, or the establishment of additional Reserve Funds, shall be at the sole discretion of the Voters.

### **SECTION 6.2          Annual Reserve Fund Appropriations**

Reserve Funds shall be funded in accordance with the Town of Weathersfield Reserve Fund Balance Policy

(A) Reserve fund appropriation requests shall be submitted in writing to the Fire Commission on or before the October Fire Commission Meeting.

(B) The Fire Commission 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. If there are questions about the amount of any proposed appropriation, the Select board shall hold a meeting with the Fire Commission to discuss the current and anticipated equipment needs of all entities providing Services within the Town of Weathersfield. AVFA shall cooperate fully with the Fire Commission so that the Fire Commission may accurately advise the Selectboard

(C) The amount and description of warning for any proposed Reserve Fund appropriation shall be determined by the Selectboard

### **SECTION 6.3 Disbursement of Reserve Funds**

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

## **ARTICLE VII ... TITLE TO PROPERTY**

### **SECTION 7.1 Vehicles and Apparatus Purchased with Town of Weathersfield Funds**

Title to all vehicles and apparatus acquired in whole or in part with monies derived from Town of Weathersfield Funds shall be in the names of the Town of Weathersfield and AVFA, reflecting in proportional share the percentage of the financial contribution of each towards the purchase price. This shall be reflected on the Certificate of Title. Any sale, transfer, or other disposition of such vehicles or apparatus may only occur with the approval of the owner(s).

### **SECTION 7.2 Capital Equipment Purchased with Weathersfield Funds**

Title to all Capital Equipment acquired in whole or in part with Town of Weathersfield Funds shall reflect the Town of Weathersfield's proportional share of its financial contribution towards the purchase price along with that of AVFA. Any sale, transfer, or other disposition of such Capital Equipment may only occur with the approval of the Town of Weathersfield.

### **SECTION 7.3 Proceeds from the Sale, Transfer or Other Disposition of Equipment, Vehicles, Apparatus, and Capital Equipment Purchased with Town of 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 of Weathersfield Funds, or the net proceeds to the extent of Town of Weathersfield Funds expended for the acquisition shall be turned over to the Town of Weathersfield in proportional share to AVFA, to be applied to the corresponding reserve fund of the item sold.

Upon the 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 disbursed proportionally to ownership of said item.

## **ARTICLE VIII ... INSURANCE**



**AVFA will obtain adequate insurance coverage such that when combined with the coverage supplied by Weathersfield shall represent full comprehensive coverage of all risks and properties whether owned jointly or separately**

#### **WHAT IS ADEQUATE?**

##### **SECTION 8.1 Liability Insurance**

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

##### **SECTION 8.2 Casualty Insurance**

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

##### **SECTION 8.3 Workers' Compensation Insurance**

The Town of Weathersfield will provide AVFA with workers' compensation insurance coverage, subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of the Town of Weathersfield.

##### **SECTION 8.4 Vehicle Insurance**

The Town of Weathersfield will provide motor vehicle insurance coverage for all vehicles and apparatus owned in full or in part by the Town of Weathersfield. Town of Weathersfield will also provide AVFA with motor vehicle insurance coverage for the vehicles and apparatus owned by AVFA subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of the Town of Weathersfield. Any purchases of vehicles, apparatus, or capital equipment (requiring insurance) without Selectboard approval will be considered a breach of contract and may result withdrawal of contract.

##### **SECTION 8.5 Insurance Forms and Information**

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

#### **ARTICLE IX ... DURATION**

##### **SECTION 9.1 Term**

The term of this Agreement shall commence on July 1, 2017, upon signature by both parties, and shall end June 30, 2020. If a replacement contract is not signed by June 30, 2020 it will be considered as automatically renewed for a 1 year term unless AVFA or Selectboard send a written letter to cancel any such agreement after June 30, 2020.

##### **SECTION 9.2 Cancellation**

Either party may terminate this Agreement, provided written notice of termination is given at least six (6) months prior to such termination date.

## **ARTICLE X ... DISSOLUTION OF DEPARTMENT**

### **SECTION 10.1      Dissolution of Department**

Upon the dissolution of AVFA, all Town of Weathersfield owned or partially owned assets will be returned to the Town of Weathersfield and AVFA will forfeit its portion of said partially owned assets. AVFA owned assets shall be distributed for one or more exempt purposes within the meaning of section 501©3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## **ARTICLE X ... GENERAL PROVISIONS**

### **SECTION 11.1      Assignability**

This Agreement shall not be assignable, in whole or in part, by AVFA without the Select Board's written approval.

### **SECTION 11.2      Amendment**

This Agreement may be amended from time to time by mutual agreement of both parties upon the approval of such amendment by both of the following.

- A. The executive board of AVFA at a duly called meeting
- B. The Selectboard at any duly warned meeting.

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

### **SECTION 11.4      Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont, ~~without regard to its rules of conflict of laws~~?????????what is this why is it being taken out???

### **SECTION 11.5      Entire Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties to this Agreement with respect to the subject matter of hereof. Neither party makes any representation or warranty with regard to the subject matter of this Agreement other than those expressly set forth herein. Dated at Town of Weathersfield, Windsor County, State of Vermont, this \_\_\_\_ day of \_\_\_\_\_ 2014.

#### **Weathersfield Select Board:**

---

Kelly Murphy, Chair

---

Lynn Esty, Vice-Chair

\_\_\_\_\_  
Amy Beth Main

\_\_\_\_\_  
Notary Witness of Selectboard Signatures

\_\_\_\_\_  
Dan Boyer

\_\_\_\_\_  
C. Peter Cole

**Ascutney Volunteer Fire Association:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Notary Witness of AVFA Signature

This contract is entered into with the official approval of the Select Board for the Town of Weathersfield, Vermont, by their action during a duly warned public meeting on the \_\_\_\_ day of \_\_\_\_ 2014.

- 1) We Would also like to see a section added on grant compliance that holds the town of Weathersfield and AVFA both accountable.
- 2) We would also like to see a section added for hazmat ordinance compliance, to not change the ordinance while under a contractual agreement between the Town of Weathersfield and AVFA. Unless changes are mutually agreed on and shall reflect that of mutual aid association in which case upon signing by both parties will be considered an amendment to this contractual agreement

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## FIRE PROTECTION AGREEMENT

Manager

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THIS FIRE PROTECTION AGREEMENT (this "Agreement") is made and entered into as of July 1, 2014-2017 by and between the Town of Weathersfield (Weathersfield) and the Ascutney Volunteer fire Association and West Weathersfield Fire Department Inc., a both of which are 501C(3) nonprofit corporations (the "Department").

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WHEREAS, the Department~~s~~ provides necessary and valuable fire protection and emergency rescue services within Weathersfield;

WHEREAS, the Town of Weathersfield relies on the Departments for the provision of such services to its residents, inhabitants, visitors, and properties;

WHEREAS, the Town of Weathersfield recognizes a financial and administrative responsibility to provide assistance to the Departments;

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 Agreement, intending to be legally bound, hereby agree as follows:

### ARTICLE I ... DEFINITIONS

#### SECTION 1.1 Certain Definitions

As used in this Agreement, the following terms shall have the following respective meanings:

"Annual Budget" ~~the current Department fiscal year budget~~~~has the meaning set forth in Section 4.1(a)(ii);~~

~~"Annual Appropriation" has the meaning set forth in Section 4.1(a)(iv);~~ is the annual amount, approved by the voters, in the General Fund budget to offset the costs of consumables, repairs, mandatory training, equipment, PPE, and other costs associated with providing fire protection;

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"Call" means an event or situation which the Department~~s~~~~is are~~ requested to provide Services~~in response to~~;

"Capital Equipment" means equipment with a purchase price \$5000.00 or more, but shall not include firefighter protection clothing, helmets, or boots, commonly known as "bunker gear";

"Departments" means both the Ascutney Volunteer Fire Association Inc. and the West Weathersfield Fire Departments, which includes its membership;

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"Dispatch" means the alerting of Department personnel that there is a Call;

"Emergency Dispatch Services" means the operation of a communications center which receives notification of Calls, Dispatches the Department~~s~~, and provides the Department~~s~~ with the means to request assistance from other Emergency Services Providers and public safety agencies;

"Emergency Services Provider" or "ESP" shall mean any organization which is able and authorized to provide Services within Weathersfield;

~~"Failure to Respond" has the meaning set forth in Section 2.3(B);  
failure of at least one (1) member of the Departments to respond to a call,  
thus necessitating that another ESP be dispatched to provide services;~~

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"Fire Commission" means the Fire Commission of the Town of Weathersfield pursuant to 24 VSA 2804, as amended from time to time;

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"Fiscal Year" means the fiscal year of the Town of Weathersfield;

"GAAP" means Generally Accepted Accounting Principles in the United States;

"General Fund" means the General fund of the Town of Weathersfield, pursuant to 17 VSA 2664, as amended from time to time;

~~"Operating Funds" A detailed written request for "Town Appropriated Operating Funds"; has  
the meaning set forth in Section 4.1(a)(iii);~~

~~"Reserve Fund" means a Reserve Fund of the Town of Weathersfield pursuant to 24 VSA  
2804, as amended from time to time;;~~

"Responding" means that Department personnel are en-route from the Station to the location of a Call;

"Response Time" means the time which elapses between the moment of Dispatch and the moment Department Personnel arrive at the location of the Call;

~~"Routine Preventative Maintenance" means changing oil, filters, belts, hoses, wiper blades,  
brake pads, battery, tires;  
Routine Preventative Maintenance - regular and routine action taken on equipment in order  
to prevent its breakdown. This will include: fluid changes, belts and hoses, filters, brakes,  
lights, wipers, tune ups, inspections, (tires?), and other repairs determined by the Town to  
be preventative.~~

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~~"Selectb-Board" means the legislative body of the Town of Weathersfield;~~

"Services" means fire protection and basic first responder emergency services, excluding emergency medical services;

~~"Service Area" means the area within which the Department is responsible for providing  
services;~~

- ~~• From the Reading, West Windsor, and Windsor Town lines proceeding south to the Springfield Town Line;~~
- ~~• From the Baltimore Road Town Line proceeding to the western edge of the Weathersfield Center Road from the intersection with Gravelin Road south to the Springfield Town Line;~~
- ~~• From the Cavendish Town line proceeding to the western edge of Gravelin Road from the intersection with Vermont Route 131 to the intersection with the Weathersfield Center Road; and;~~
- ~~• From the Cavendish and Reading Town lines proceeding to the eastern edge of Mill Pond Court, along a straight line from the intersection of Mill Pond Court and Vermont Route 131 due north to the West Windsor and Windsor Town lines; Town of Weathersfield in its entirety;~~

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"Station" means the locations at which the Departments store its apparatus and equipment and from which it responds to Calls;



"Town Manager" means the Town Manager of the Town of Weathersfield pursuant to 24 VSA 1232, as amended from time to time;

"Town Meeting" means any annual or special meeting of the Town of Weathersfield pursuant to 17 VSA 2640, 2643;

"Voters" means the registered voters of the Town of Weathersfield;

"Weathersfield Funds" ~~has the meaning set forth in Section 7.1(a); money provided by the Town of Weathersfield;~~

"Weathersfield Purchasing Policy" means the official purchasing policy of the Town of Weathersfield, as amended from time to time.

## ARTICLE II ... PROVISION OF SERVICES

### SECTION 2.1 Services

The Departments ~~s~~ agrees to provide Services to, and for the benefit of, the residents, inhabitants, visitors, and properties of Weathersfield ~~within their Service Area.~~

### SECTION 2.2 Obligation to Provide Services

The Departments shall provide Services twenty-four (24) hours a day, seven (7) days a week, throughout the year.

### SECTION 2.3 Provision of Services

It is understood that the Departments ~~is are a~~ volunteer organizations and does not regularly staff ~~its their~~ Stations, meaning that Department personnel available to respond to calls must first travel to ~~the a~~ Station from wherever they are located at the time the call is dispatched. It is further understood that the services area is rural in nature and is prone to inclement weather. It is understood that the Department response time for a call may be delayed or inhibited ~~by these factors~~. However, ~~if the Response Time for any call exceeds forty-five (45) minutes or the Department "Fails to Respond", Weathersfield requires that the department provide documentation explaining the delay or "Failure to Respond".~~

~~(A) If the Response Time for any call exceeds forty-five (45) minutes or, Weathersfield may request that the Department provide the reason(s) for the delayed Response.~~

~~(B) If the Department Fails to Respond to more than three (3) calls within a six (6) month period, Weathersfield may require that the Department provide it with documentation as to why the Department failed to respond to the particular calls.~~

~~(i) For purposes of the above Section 2.3(b), "Failure to Respond" shall mean the failure of at least one (1) member of the Department to respond to a call, thus necessitating that another ESP be dispatched to provide services.~~

~~(ii) The provision of Services by another ESP at the request of the Department because of the Department active involvement in providing services in response to a prior call shall not constitute a failure to respond.~~

~~(iii) The provision of services by another ESP at the request of the Department because of that ESP's ability to provide services the Department is not trained or equipped to provide shall not constitute a failure to respond.~~



~~(iv) The provision of services by another ESP at the request of the Department because of that ESP's ability to arrive at the location of the call more quickly than the Department shall not constitute a failure to respond.~~

~~(v) The provision of services by another ESP at the request of the Department because of the Department inability to respond due to inclement weather or adverse road conditions shall not constitute a failure to respond.~~

~~(vi) The provision of Services by another ESP at the request of the Department because of the Department inability to respond due to equipment breakdown shall not constitute a failure to respond; provided, however, that if the Department knew of the breakdown prior to the Call being Dispatched, the Department made arrangements with the responding ESP for such provision of Services.~~

(C) The Departments shall respond to calls as safely and promptly as possible, both while responding to the station and from the station to the -keeping call, keeping in mind first and foremost the safety of the public at large and the requirements and limitations of applicable Vermont law.

#### SECTION 2.4 Emergency Dispatch Services

Weathersfield shall be responsible for providing the 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~~ chief-Chief of each department, and may be provided by a subcontractor.

(A) If ~~the 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 ~~Fire Commission~~ Town Manager by the Department. The ~~Fire Commission~~ Town Manager or his/her designee will ~~investigate such problems or difficulties~~, select the most appropriate ~~way to attempt to resolve such problems or difficulties~~ resolution, and shall work on behalf of the Department ~~to attempt to~~ resolve such problems or difficulties.

#### SECTION 2.5 Hydrants

(A) The Fire Commission ~~shall be~~ responsible for recommending the placement of new hydrants.

(B) The Fire Commission ~~shall be~~ responsible for pursuing grants to fund the construction and installation of new hydrants.

(C) The Departments ~~shall be~~ are responsible for testing hydrants ~~within its service area~~ to ensure that they are operating correctly. Any problems or failures shall be reported to the Department of Public Works Supervisor and Fire Commission by the Department.

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| (D) Weathersfield shall be responsible for maintaining access to all hydrants it owns or  
—— holds the easement for.

## ARTICLE III ... RELATIONSHIP

### SECTION 3.1 Authority of the Town of Weathersfield

The Town of Weathersfield makes this Agreement pursuant to its authority as a municipal corporation created by and existing under Vermont law. It is understood by the parties that all actions of Weathersfield and all ordinances, policies, funds, appropriations, expenditures, and the like, referenced in this Agreement, are subject to the limitations and requirements placed upon the Select Board and the Voters by Vermont law, as amended from time to time.

### SECTION 3.2 Relationship

The Departments ~~shall~~will continue to be a private volunteer organizations separate and apart from Weathersfield, providing services to the Town of Weathersfield as ~~an~~-IRS designated 501(c)3 nonprofit corporations.

During public meetings, ~~fire~~-department members, in good standing, will be allowed to speak on fire department-related matters, regardless of their personal geographic residency, following Roberts' Rules and annual Town Meeting policies and procedures.

The Town of Weathersfield and the Departments recognizes and will utilizes the "Fire Service Citizen Complaint" policy and procedures, developed by each department, in the event that a written complaint is filed by any person against either of the fire departments.

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### SECTION 3.3 Powers and Duties

All powers and limitations on liability specified and codified in Vermont Law or in 20VSA Chapter 175 relating to Local Fire Departments shall be conveyed and ~~honored-applied~~ in this Agreement. Nothing in this Agreement shall modify or abrogate the powers, duties, rights, privileges, and immunities of the Fire Chief and members of the ~~Fire-Departments~~ as set forth in State Law governing Volunteer Fire Fighters.

By this Agreement the Departments ~~are-is~~ authorized to enter into a mutual aid fire protection agreements with other duly authorized fire departments, whether municipal, private or volunteer, wherever and whenever appropriate. The Select Board shall be kept aware of and provided with any such Agreements. The Town of Weathersfield shall not limit the decision of the Fire Chiefs to provide mutual aid and assistance when requested from other departments outside of the town.

### SECTION 3.4 Authority of Department

The Departments shall have all legal authority granted to ~~it-them~~ as a volunteer fire departments under Vermont law. In the event that a specific event warrants questions from Town officials, i.e. Select~~b~~-Board or Town Manager, information will be released from the Fire Chiefs in correlation to ongoing investigations, confidentiality limitations and "need to know" consideration. The Select~~b~~-Board recognizes the ultimate authority of ~~each the Fire Chief~~Departments, with counsel of the fire commission, to determine resources and logistics management,management.

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The ~~above Section 3.3 includes, but is not limited to, the authority~~department is authorized to "direct, control and supervise traffic at the scene of a fire or other emergency" as granted by 20 VSA 2921, 2673(c). However, it is understood by the Departments that this does not



authorize the Departments to close any State highway, and in particular, any interstate highway, as that authority is delegated solely to the District Transportation Administrators of the Vermont Agency of Transportation and the Troop Commanders of the Vermont State Police by VT Code R.14053001(2). Liability for any penalties or injuries caused by or associated with illegally closing any state highway, and in particular, any interstate highway, shall rest solely with that Department and the Department shall indemnify and hold harmless Weathersfield for any penalty or judgment held against it as a result of the Departments illegal closure of such highway.

### SECTION 3.5 No Agency Created

No officer, employee, or member of the Departments shall be deemed an agent of Weathersfield by reason of any provision of this Agreement, nor by performing any of the duties imposed upon the Departments by this Agreement, nor in performing any firefighting or other Department functions. In addition, no official or employee of Weathersfield shall be deemed an agent of the Departments by reason of any provision of this Agreement, nor by performing any of the duties imposed upon Weathersfield by this Agreement.

## ARTICLE IV ... OPERATING FUNDS

### SECTION 4.1 Annual Budget; Operating Funds; Appropriation

(A) Each year at the October Fire Commission meeting the Departments shall prepare and submit to the Fire Commission the following:

- (i) Reconciled financial statements representing the most recently ~~completed ended~~ fiscal year, prepared in accordance with GAAP, showing all assets, liabilities, income, and expenditures of ~~the each~~ Department;
- (ii) The current ~~Departments~~ fiscal year budgets;
- (iii) A ~~detailed~~ written request for "Town Appropriated Operating Funds," ~~representing the requested amount the Department would allocate to the annual operating for the upcoming Town Budget costs of consumable, repairs, mandatory training, etc.~~

- (iv) ~~A written request for an "Annual Appropriation" to fund equipment or purchases outside those funded in Section 4.1(A)iii. A detailed proposed department budget for the upcoming fiscal year for each department.~~

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- (v) ~~Detailed request for any reserve appropriation or large capital expenditure.~~

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(B) The Fire Commission will review all materials submitted in 4.1(A) and provide input on the ~~two appropriation line items~~ Departments proposed budgets and Town appropriation request. The Fire Commission shall submit its recommendation, no later than November 1<sup>st</sup>, to the Town Manager as proposed town funding for the next fiscal year.

(C) If the Departments disagrees with the recalculation of the Fire Commission, the Department may appeal directly to the Town Manager.



- (D) The Town Manager shall have final authority on the amounts to be submitted to the Select ~~b~~ Board as proposed appropriations for the Departments.
- (E) The Select ~~b~~ Board, with input from the Town Manager, shall determine the final amounts to be submitted to the Voters as proposed appropriations for the Departments. The appropriations shall appear as separate line items in the General Fund budget and shall be warned as such.

#### SECTION 4.2 Limitation of Funding Obligation

Weathersfield shall have no responsibility to fund or pay for the Department's costs and expenses in any year over and above amounts actually approved by the Voters. ~~If the Voters do not approve the appropriation submitted by the Select Board, Weathersfield's only responsibility shall be to disburse funds for the operation of the Department to the extent of the amount so approved.~~

#### SECTION 4.3 Appropriated Operating Funds

~~Although~~ The appropriation approved at Town Meeting for Operating Funds shall be part of Weathersfield General Fund. The Town of Weathersfield shall disburse such funds as provided for in Article V, including 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 Town Manager. ~~The Town of Weathersfield shall disburse such funds as provided for in Article V.~~

#### SECTION 4.4 Annual Appropriation

~~The Annual Appropriation approved at Town Meeting shall be made available to the Department in quarterly installments, payable twenty (20) days after each Weathersfield quarterly property tax payment is due.~~

#### SECTION 4.5 Department Fundraising

In any community fundraising solicitation, the Departments shall make clear that such additional funds as are being raised ~~are~~ to be used for purposes beyond and in addition to the provision of Services funded by Weathersfield. Income from such fundraising shall be included as part of the Department Annual Budget submitted to the Fire Commission. The Departments shall furthermore include as a part of its Annual Budget submission to the Fire Commission a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.

### ARTICLE V ... DISBURSEMENT OF OPERATING FUNDS

#### SECTION 5.1 Designation of Agent

The Departments shall ~~annually~~ designate an agent ~~(or agents)~~ with authority to submit Department requests to Weathersfield for payment. Such designation shall be made in writing, signed by the chief officers ~~of the each~~ Department. ~~The 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.~~

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## SECTION 5.2 Disbursement

The Annual Appropriation approved at Town Meeting shall be made available to the 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 Fire Commission. If a payment or reimbursement is denied and the 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 Department's creditors. 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 5.3 Direct Provision

Weathersfield may, at its sole discretion, directly provide goods and services to the Departments which the Departments would otherwise obtain from outside sources, including but not limited to fuel, vehicle maintenance, 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.

## SECTION 5.4 Maintenance of Vehicles, Apparatus and Equipment

(A) The Town of Weathersfield will provide routine preventative maintenance and repairs for all vehicles and , apparatus, and Capital Equipment purchased in whole

or in part with Weathersfield Funds. All repairs and maintenance will receive prior approval from the Department of Public Works Supervisor.

(B) The Town of Weathersfield will provide routine preventative maintenance for Department-owned vehicles, apparatus, and Capital Equipment listed below:

AFD Engine One (1996 Dingee)

1. AFD Ladder (1985 Peirce)

1. AFD Forestry (2005 Dodge)

1. WWVFD Forestry (2006 F350)

(C) Any additions of Department vehicles, apparatus or Capital Equipment that will receive Town funding for maintenance shall have prior Selectboard approval by means of an amendment to this contract.

AFD Engine One (1996 Dingee)

AFD Ladder (1985 Peirce)

AFD Forestry (2005 Dodge)

WWVFD Forestry (2006 F350)

Any purchases of vehicles or apparatus without Selectboard or Town approval will be considered a breach of contract and may result in withdrawal of all Town support and funds.

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(DBE) To offset the cost of maintenance 25% of all truck billed hazmat reimbursement will be submitted to the Town along with the initial response fee as directed in Section 8-c-3 of the Town of Weathersfield, Vermont Hazardous materials Response ordinance. Reimbursement for any maintenance, repairs, inspections, etc., will only be made with prior approval from the Department of Public Works Supervisor.

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~~The Department shall ensure that all vehicles, apparatus, and equipment in its possession are properly maintained in good working order.~~

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(CE) Reimbursement for any maintenance, repairs, inspections, etc., will only be made with prior approval from the Department of Public Works Supervisor.

~~The Department shall ensure that all vehicles, apparatus, and equipment in its possession are properly maintained in good working order.~~

(D) The Departments shall ensure that all vehicles, apparatus, and equipment in its possession are properly maintained in good working order, and any issues needing addressed are reported to the Department of Public Works Supervisor

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## ARTICLE VI ... RESERVE FUNDS

### SECTION 6.1 Reserve Funds

Weathersfield currently maintains Reserve Funds for the benefit of those ESP's currently providing Services within Weathersfield. The continued existence of such Reserve Funds, or the establishment of additional Reserve Funds, shall be at the sole discretion of the Voters.

### SECTION 6.2 Annual Reserve Fund Appropriations

Reserve Funds shall be funded ~~by annual appropriations approved by the Voters at Town Meeting in accordance with the Town of Weathersfield Reserve Fund Balance Policy~~

(A) Reserve fund appropriation requests shall be submitted in writing to the Fire Commission on or before the October Fire Commission Meeting.

~~(B) The amount of any proposed appropriation shall be at the sole discretion of the Select Board.~~

Fire Commission 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) In determining theIf there are questions about the~~ amount of any proposed ~~appropriation~~ appropriation, the Select board shall hold a meeting with the Fire Commission to discuss the current and anticipated equipment needs of all entities providing Services within Weathersfield. The Departments shall cooperate fully with the Fire Commission so that the Fire Commission may accurately advise the Select Board.

(C) The amount and form-description of warning for any proposed Reserve Fund appropriation shall be — determined by the Select b-Board.

#### **SECTION 6.3 Disbursement of Reserve Funds**

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

### **ARTICLE VII ... TITLE TO PROPERTY**

#### **SECTION 7.1 Vehicles and Apparatus Purchased with Weathersfield Funds**

Title to all vehicles and apparatus acquired in whole or in part with monies derived from Weathersfield Funds shall be in the names of Weathersfield and the Department, reflecting in proportional share the percentage of the financial contribution of each towards the purchase price. This shall be reflected on the Certificate of Title. Any sale, transfer, or other disposition of such vehicles or apparatus may only occur with the approval of Weathersfield.

#### **SECTION 7.2 Capital Equipment Purchased with Weathersfield Funds**

Title to all Capital Equipment acquired in whole or in part with Weathersfield Funds shall reflect Weathersfield's proportional share of its financial contribution towards the purchase price along with that of the Department. Any sale, transfer, or other disposition of such Capital Equipment may only occur with the approval of Weathersfield.

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#### **SECTION 7.3 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 Weathersfield Funds, or upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment, the net proceeds to the extent of Weathersfield Funds expended for the acquisition shall be turned over to Weathersfield in proportional share to the Department.

### **ARTICLE VIII ... INSURANCE**

The Departments will obtain adequate insurance coverage such that when combined with the coverage supplied by Weathersfield shall represent full comprehensive coverage of all risks and properties whether owned jointly or separately

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#### **SECTION 8.1 Liability Insurance**

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

#### **SECTION 8.2 Casualty Insurance**



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

### SECTION 8.3 Workers' Compensation Insurance

Weathersfield will provide the Departments with workers' compensation insurance coverage, subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of Weathersfield.

### SECTION 8.4 Vehicle Insurance

~~Weathersfield will provide motor vehicle insurance coverage for all vehicles and apparatus owned in full or in part by the Town of Weathersfield.~~ Weathersfield will also provide the Departments with motor vehicle insurance coverage for ~~all the~~ vehicles and apparatus currently owned by the ~~Department, Department (as shown in section 5.4 B), and all~~ vehicles and apparatus purchased in the future with Weathersfield Funds, subject to the provisions of Section 8.5 below. 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. If in the future, the Department acquires any vehicle or apparatus without using funds supplied by Weathersfield, Weathersfield in its sole discretion may or may not, through the amendment process, charge the Department to insure such vehicle or apparatus.

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### SECTION 8.5 Limitation of Insurance

~~Weathersfield shall only be obligated to provide the insurance coverage set forth in Section 8.1, Section 8.2, Section 8.3 or Section 8.4 if the following conditions are satisfied:~~

- ~~(A) The Department must allow representatives and agents of the insurance carriers access to all property and records of the Department that such insurance carriers reasonably request; and~~
- ~~(B) The Department must take any and all actions, and comply fully with any and all changes in policy, procedure, property, or equipment, that is required by any insurance carrier as a condition of continued coverage.~~

~~If the Department refuses to take any such action, or refuses to make any such change in policy, procedure, property, or equipment, Weathersfield shall not be obligated to provide the insurance coverage such action or change pertains to. In the event that Weathersfield does not provide an insurance coverage under this provision, the Department alone shall be responsible for maintaining such insurance coverage, and shall indemnify and hold harmless Weathersfield for any claim which may be asserted against it which otherwise would have been covered by such insurance provided by Weathersfield.~~

### SECTION 8.56 Insurance Forms and Information

The insurance obtained for the Departments and the binder provided by the insurance agent delivered to the Town of Weathersfield will be made available to the 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 Departments.

## ARTICLE IX ... DURATION

### SECTION 9.1 Term

The term of this Agreement shall commence on July 1, 201~~7~~<sup>4</sup>, upon signature by ~~both~~-all parties, and shall end June 30, 20~~17~~<sup>24</sup>.

### SECTION 9.2 Cancellation

~~Either-Any~~ party may terminate their portion of this Agreement- effective June 30<sup>th</sup> of any year, provided written notice of termination is given at least six (6) months prior to such termination date.

## ARTICLE X ... DISSOLUTION OF DEPARTMENT

### SECTION 10.1 Dissolution of Department

Upon the dissolution of the Corporation, all Town owned or partially owned assets will be returned to the Town. Department owned, assets shall be distributed for one or more exempt purposes within the meaning of section 501©3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE X ... GENERAL PROVISIONS

### SECTION 11.1 Assignability

This Agreement shall not be assignable, in whole or in part, by the Departments without the Select Board's written approval.

### ~~SECTION 11.2 Effective Date~~

~~This Agreement shall become effective upon signing by both parties.~~

### SECTION 11.~~2~~<sup>3</sup> Amendment

This Agreement may be amended from time to time by mutual agreement of the parties, ~~upon the approval of such amendment by both of the following:~~

- ~~— A. The executive board of the Department at a duly called meeting.~~
- ~~— B. The Select Board at any duly warned meeting.~~

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

### SECTION 11.4 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont, ~~without regard to its rules of conflict of laws.~~

### SECTION 11.5 Entire Agreement

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

Dated at Town of Weathersfield, Windsor County, State of Vermont, this \_\_\_\_ day of \_\_\_\_ 2014.

**Weathersfield Select Board:**

~~John Arrison~~ Kelly Murphy, Chair

~~Daniel Boyer~~ Lynn Esty, Vice-Chair

~~David Fuller~~ Amy Beth Main  
signatures

\_\_\_\_\_  
Witness of Select Board

~~Richard Clattenberg, MD~~ Dan Boyer

\_\_\_\_\_  
C. Peter Cole

**West Weathersfield Volunteer Fire Department:**

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\_\_\_\_\_  
President

\_\_\_\_\_  
Witness of AVFD signature

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This contract is entered into with the official approval of the Select Board for the Town of Weathersfield, Vermont, by their action during a duly warned public meeting on the \_\_\_\_ day of \_\_\_\_ 2014.



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## **FIRE PROTECTION AGREEMENT**

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THIS FIRE PROTECTION AGREEMENT (this "Agreement") is made and entered into as of **July 1, 2017** by and between the Town of Weathersfield (Weathersfield) and the Ascutney Volunteer fire Association and West Weathersfield Fire Department Inc., both of which are 501C(3) nonprofit corporations (the "Department").

WHEREAS, the Departments provides necessary and valuable fire protection and emergency rescue services within Weathersfield;

WHEREAS, the Town of Weathersfield relies on the Departments for the provision of such services to its residents, inhabitants, visitors, and properties;

WHEREAS, the Town of Weathersfield recognizes a financial and administrative responsibility to provide assistance to the Departments;

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 Agreement, intending to be legally bound, hereby agree as follows:

### **ARTICLE I ... DEFINITIONS**

#### **SECTION 1.1 Certain Definitions**

As used in this Agreement, the following terms shall have the following respective meanings:

"Annual Budget" the current Department fiscal year budgets;

"Annual Appropriation" is the annual amount, approved by the voters, in the General Fund budget to offset the costs of consumables, repairs, mandatory training, equipment, PPE, and other costs associated with providing fire protection;

"Call" means an event or situation which the Departments are requested to provide Services.

"Capital Equipment" means equipment with a purchase price \$5000.00 or more, but shall not include firefighter protection clothing, helmets, or boots, commonly known as "bunker gear";

"Departments" means both the Ascutney Volunteer Fire Association Inc. and the West Weathersfield Fire Department, which includes its membership;

"Dispatch" means the alerting of Department personnel that there is a Call;

"Emergency Dispatch Services" means the operation of a communications center which receives notification of Calls, Dispatches the Departments, and provides the Departments with the means to request assistance from other Emergency Services Providers and public safety agencies;

"Emergency Services Provider" or "ESP" shall mean any organization which is able and authorized to provide Services within Weathersfield;

"Failure to Respond" failure of at least one (1) member of the Departments to respond to a call, thus necessitating that another ESP be dispatched to provide services;

"Fire Commission" means the Fire Commission of the Town of Weathersfield pursuant to 24 VSA 2804, as amended from time to time;

"Fiscal Year" means the fiscal year of the Town of Weathersfield;

"GAAP" means Generally Accepted Accounting Principles in the United States;

"General Fund" means the General fund of the Town of Weathersfield, pursuant to 17 VSA 2664, as amended from time to time;

"Operating Funds" A detailed written request for "Town Appropriated Operating Funds";

"Reserve Fund" means a Reserve Fund of the Town of Weathersfield pursuant to 24 VSA 2804;

"Responding" means that Department personnel are en-route from the Station to the location of a Call;

"Response Time" means the time which elapses between the moment of Dispatch and the moment Department Personnel arrive at the location of the Call;

Routine Preventative Maintenance - regular and routine action taken on equipment in order to prevent its breakdown. This will include: fluid changes, belts and hoses, filters, brakes, lights, wipers, tune ups, inspections, (tires?), and other repairs determined by the Town to be preventative.

"Selectboard" means the legislative body of the Town of Weathersfield;

"Services" means fire protection and basic first responder emergency services, excluding emergency medical services;

"Service Area" means the Town of Weathersfield in its entirety;

"Station" means the locations at which the Departments store its apparatus and equipment and from which it responds to Calls;

"Town Manager" means the Town Manager of the Town of Weathersfield pursuant to 24 VSA 1232, as amended from time to time;

"Town Meeting" means any annual or special meeting of the Town of Weathersfield pursuant to 17 VSA 2640, 2643;

"Voters" means the registered voters of the Town of Weathersfield;

"Weathersfield Funds" money provided by the Town of Weathersfield;

"Weathersfield Purchasing Policy" means the official purchasing policy of the Town of Weathersfield, as amended from time to time.

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

### **SECTION 2.1 Services**

The Departments agree to provide Services to, and for the benefit of, the residents, inhabitants, visitors, and properties of Weathersfield.

### **SECTION 2.2 Obligation to Provide Services**

The Departments shall provide Services twenty-four (24) hours a day, seven (7) days a week, throughout the year.

### **SECTION 2.3 Provision of Services**

It is understood that the Departments are volunteer organizations and does not regularly staff their Stations, meaning that Departments personnel available to respond to calls must first travel to a Station from wherever they are located at the time the call is dispatched. It is further understood that the service area is rural in nature and is prone to inclement weather. It is understood that the Department response time for a call may be delayed or inhibited. However; If the Response Time for any call exceeds forty-five (45) minutes or the Department "Fails to Respond", Weathersfield requires that the department provide documentation explaining the delay or 'Failure to Respond". or

(C) The Departments shall respond to calls as safely and promptly as possible, both while responding to the station and from the station to the call, keeping in mind first and foremost the safety of the public at large and the requirements and limitations of applicable Vermont law.

### **SECTION 2.4 Emergency Dispatch Services**

Weathersfield shall be responsible for providing the 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 Chief of each department, and may be provided by a subcontractor.

(A) 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 Department to attempt to resolve such problems or difficulties.

### **SECTION 2.5 Hydrants**

- (A) The Fire Commission is responsible for recommending the placement of new hydrants.
- (B) The Fire Commission is responsible for pursuing grants to fund the construction and installation of new hydrants.
- (C) The Departments are responsible for testing hydrants to ensure that they are operating correctly. Any problems or failures shall be reported to the Department of Public Works Supervisor and Fire Commission by the Department.
- (D) Weathersfield is responsible for maintaining access to all hydrants it owns or holds the easement for.

## **ARTICLE III ... RELATIONSHIP**

### **SECTION 3.1 Authority of the Town of Weathersfield**

The Town of Weathersfield makes this Agreement pursuant to its authority as a municipal corporation created by and existing under Vermont law. It is understood by the parties that all actions of Weathersfield and all ordinances, policies, funds, appropriations, expenditures, and the like, referenced in this Agreement, are subject to the limitations and requirements



placed upon the Select Board and the Voters by Vermont law, as amended from time to time.

### **SECTION 3.2 Relationship**

The Departments will continue to be a private volunteer organization separate and apart from Weathersfield, providing services to the Town of Weathersfield as IRS designated 501(c)3 nonprofit corporations.

During public meetings, department members in good standing, will be allowed to speak on fire department-related matters, regardless of their personal geographic residency, following Roberts' Rules and annual Town Meeting policies and procedures.

The Town of Weathersfield and the Departments recognize and will utilize the "Fire Service Citizen Complaint policy and procedure, developed by each department, in the event that a written complaint is filed by any person against either of the fire departments.

### **SECTION 3.3 Powers and Duties**

All powers and limitations on liability specified and codified in Vermont Law or in 20VSA Chapter 175 relating to Local Fire Departments shall be conveyed and applied in this Agreement. Nothing in this Agreement shall modify or abrogate the powers, duties, rights, privileges, and immunities of the Fire Chief and members of the Departments as set forth in State Law governing Volunteer Fire Fighters.

By this Agreement the Departments are authorized to enter into a mutual aid fire protection agreement with other duly authorized fire departments, whether municipal, private or volunteer, wherever and whenever appropriate. The Select Board shall be kept aware of and provided with any such Agreements. The Town of Weathersfield shall not limit the decision of the Fire Chiefs to provide mutual aid and assistance when requested from other departments outside of the town.

### **SECTION 3.4 Authority of Department**

The Departments shall have all legal authority granted to them as a volunteer fire department under Vermont law. In the event that a specific event warrants questions from Town officials, i.e. Selectboard or Town Manager, information will be released from the Fire Chiefs in correlation to ongoing investigations, confidentiality limitations and "need to know" consideration. The Selectboard recognizes the ultimate authority of the Departments, with counsel of the fire commission, to determine resources and logistics management. The department is authorized to "direct, control and supervise traffic at the scene of a fire or other emergency" as granted by 20 VSA 2921, 2673(c). However, it is understood by the Departments that this does not authorize the Departments to close any State highway, and in particular, any interstate highway, as that authority is delegated solely to the District Transportation Administrators of the Vermont Agency of Transportation and the Troop Commanders of the Vermont State Police by VT Code R.14053001(2). Liability for any penalties or injuries caused by or associated with illegally closing any state highway, and in particular, any interstate highway, shall rest solely with that Department and the Department shall indemnify and hold harmless Weathersfield for any penalty or judgment held against it as a result of the Departments illegal closure of such highway.

### **SECTION 3.5 No Agency Created**

No officer, employee, or member of the Departments shall be deemed an agent of Weathersfield by reason of any provision of this Agreement, nor by performing any of the duties imposed upon the Departments by this Agreement, nor in performing any firefighting or other Department functions. In addition, no official or employee of Weathersfield shall be deemed an agent of the Departments by reason of any provision of this Agreement, nor by performing any of the duties imposed upon Weathersfield by this Agreement.

## **ARTICLE IV ... OPERATING FUNDS**

### **SECTION 4.1      Annual Budget; Operating Funds; Appropriation**

(A) Each year at the October Fire Commission meeting the Departments shall prepare and submit to the Fire Commission the following:

- (i) 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;
  - (ii) The current Departments fiscal year budgets;
  - (iii) A detailed written request for "Town Appropriated Operating Funds," for the upcoming Town Budget
  - (iv) A detailed proposed budget for the upcoming fiscal year for each department.
  - (v) Detailed request for any reserve appropriation or large capital expenditure
- (B) The Fire Commission will review all materials submitted in 4.1(A) and provide input on the Departments proposed budgets and Town appropriation request. The Fire Commission shall submit its recommendation, no later than November 1<sup>st</sup>, to the Town Manager as proposed town funding for the next fiscal year.
- (C) If the Departments disagree with the recalculation of the Fire Commission, the Department may appeal directly to the Town Manager.
- (D) The Town Manager shall have final authority on the amounts to be submitted to the Selectboard as proposed appropriations for the Departments.
- (E) The Selectboard, with input from the Town Manager, shall determine the final amounts to be submitted to the Voters as proposed appropriations for the Departments. The appropriations shall appear as separate line items in the General Fund budget and shall be warned as such.

### **SECTION 4.2      Limitation of Funding Obligation**

Weathersfield shall have no responsibility to fund or pay for the Department's costs and expenses in any year over and above amounts actually approved by the Voters.

### **SECTION 4.3      Appropriated Operating Funds**

Although the appropriation approved at Town Meeting for Operating Funds shall be part of Weathersfield General Fund. The Town of Weathersfield shall disburse such funds as provided for in Article V. 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 Town Manager.

#### **SECTION 4.4**

##### **Department Fundraising**

In any community fundraising solicitation, the 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 Weathersfield. Income from such fundraising shall be included as part of the Department Annual Budget submitted to the Fire Commission. The Departments shall furthermore include as a part of its Annual Budget submission to the Fire Commission a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.

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

#### **SECTION 5.1      Designation of Agent**

The Departments shall designate an agent (or agents) with authority to submit Department requests to Weathersfield for payment. Such designation shall be made in writing, signed by the chief officers of each Department. The 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 5.2      Disbursement**

The Annual Appropriation approved at Town Meeting shall be made available to the 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 Fire Commission. If a payment or reimbursement is denied and the 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 Department's creditors. 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 5.3      Direct Provision**

Weathersfield may, at its sole discretion, directly provide goods and services to the Departments which the Departments would otherwise obtain from outside sources, including but not limited to fuel, vehicle maintenance, 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.

## **SECTION 5.4            Maintenance of Vehicles, Apparatus and Equipment**

- (A)    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.

Any purchases of vehicles or apparatus without Selectboard or Town approval will be considered a breach of contract and may result in withdrawal of all Town support and funds.

- (B)    To offset the cost of maintenance, 25% of all truck billed hazmat reimbursement will be submitted to the Town along with the initial response fee as directed in Section 8-c-3 of the Town of Weathersfield, Vermont Hazardous materials Response ordinance.
- (C)    Reimbursement for any maintenance, repairs, inspections, etc., will only be made with prior approval from the Department of Public Works Supervisor.
- (D)    The Departments shall ensure that all vehicles, apparatus, and equipment in its possession are properly maintained in good working order, and any issues needing addressed are reported to the Department of Public Works Supervisor

## **ARTICLE VI ... RESERVE FUNDS**

### **SECTION 6.1            Reserve Funds**

Weathersfield currently maintains Reserve Funds for the benefit of those ESP's currently providing Services within Weathersfield. The continued existence of such Reserve Funds, or the establishment of additional Reserve Funds, shall be at the sole discretion of the Voters.

### **SECTION 6.2            Annual Reserve Fund Appropriations**

Reserve Funds shall be funded in accordance with the Town of Weathersfield Reserve Fund Balance Policy

- (A)    Reserve fund appropriation requests shall be submitted in writing to the Fire Commission on or before the October Fire Commission Meeting.
- (B)    The Fire Commission 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.

If there are questions about the amount of any proposed appropriation, the Select board shall hold a meeting with the Fire Commission to discuss the current and anticipated equipment needs of all entities providing Services within Weathersfield. The Departments shall cooperate fully with the Fire Commission so that the Fire Commission may accurately advise the Selectboard.



- (C) The amount and description of warning for any proposed Reserve Fund appropriation shall be determined by the Selectboard.

### **SECTION 6.3 Disbursement of Reserve Funds**

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

## **ARTICLE VII ... TITLE TO PROPERTY**

### **SECTION 7.1 Vehicles and Apparatus Purchased with Weathersfield Funds**

Title to all vehicles and apparatus acquired in whole or in part with monies derived from Weathersfield Funds shall be in the names of Weathersfield and the Department, reflecting in proportional share the percentage of the financial contribution of each towards the purchase price. This shall be reflected on the Certificate of Title. Any sale, transfer, or other disposition of such vehicles or apparatus may only occur with the approval of Weathersfield.

### **SECTION 7.2 Capital Equipment Purchased with Weathersfield Funds**

Title to all Capital Equipment acquired in whole or in part with Weathersfield Funds shall reflect Weathersfield's proportional share of its financial contribution towards the purchase price along with that of the Department. Any sale, transfer, or other disposition of such Capital Equipment may only occur with the approval of Weathersfield.

### **SECTION 7.3 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 Weathersfield Funds, or upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment, the net proceeds to the extent of Weathersfield Funds expended for the acquisition shall be turned over to Weathersfield in proportional share to the Department.

## **ARTICLE VIII ... INSURANCE**

**The Departments will obtain adequate insurance coverage such that when combined with the coverage supplied by Weathersfield shall represent full comprehensive coverage of all risks and properties whether owned jointly or separately**

### **SECTION 8.1 Liability Insurance**

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

## **SECTION 8.2          Casualty Insurance**

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

## **SECTION 8.3          Workers' Compensation Insurance**

Weathersfield will provide the Departments with workers' compensation insurance coverage, subject to the provisions of Section 8.5 below. The carrier and amount of coverage shall be at the sole discretion of Weathersfield.

## **SECTION 8.4          Vehicle Insurance**

Weathersfield will provide motor vehicle insurance coverage for all vehicles and apparatus owned in full or in part by the Town of Weathersfield. Weathersfield will also provide the Departments with motor vehicle insurance coverage for the vehicles and apparatus currently owned by the Department (as shown in section 5.4 B), subject to the provisions of Section 8.5 below. 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.

## **SECTION 8.5          Insurance Forms and Information**

The insurance obtained for the Departments and the binder provided by the insurance agent delivered to the Town of Weathersfield will be made available to the 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 Departments.

# **ARTICLE IX ... DURATION**

## **SECTION 9.1          Term**

The term of this Agreement shall commence on July 1, 2017, upon signature by all parties, and shall end June 30, 2020.

## **SECTION 9.2          Cancellation**

Any party may terminate their portion of this Agreement effective June 30<sup>th</sup> of any year, provided written notice of termination is given at least six (6) months prior to such termination date.

# **ARTICLE X ... DISSOLUTION OF DEPARTMENT**

## **SECTION 10.1        Dissolution of Department**

Upon the dissolution of the Corporation, all Town owned or partially owned assets will be returned to the Town. Department owned assets shall be distributed for one or more exempt purposes within the meaning of section 501©3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to

such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE X ... GENERAL PROVISIONS**

### **SECTION 11.1      Assignability**

This Agreement shall not be assignable, in whole or in part, by the Departments without the Select Board's written approval.

### **SECTION 11.2      Amendment**

This Agreement may be amended from time to time by mutual agreement of the parties. No changes to this agreement will be valid or recognized unless a mutually signed amendment is made.

### **SECTION 11.4      Governing Law**

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

### **SECTION 11.5      Entire Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties to this Agreement with respect to the subject matter of hereof. Neither party makes any representation or warranty with regard to the subject matter of this Agreement other than those expressly set forth herein. Dated at Town of Weathersfield, Windsor County, State of Vermont, this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

#### **Weathersfield Select Board:**

\_\_\_\_\_  
Kelly Murphy, Chair

\_\_\_\_\_  
Lynn Esty, Vice-Chair

\_\_\_\_\_  
Amy Beth Main

\_\_\_\_\_  
Witness of Select Board signatures

\_\_\_\_\_  
Dan Boyer

\_\_\_\_\_  
C. Peter Cole

**Ascutney Volunteer Fire Association:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness of AVFD signature

**West Weathersfield Volunteer Fire Department:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness of WWVFD signature

This contract is entered into with the official approval of the Select Board for the Town of Weathersfield, Vermont, by their action during a duly warned public meeting on the \_\_\_\_ day of \_\_\_\_ 2017.