

Select Board Meeting
Martin Memorial Hall
5259 Route 5, Ascotney VT
DRAFT of Select Board Meeting Minutes
Monday October, 5 2020 7:00PM

Select Board Members Present:

Paul Tillman
Michael Todd
David Fuller
Joey Jarvis
N. John Arrison
Brandon Gulnick, Town Manager

Attendees: Darrin Spaulding, AVFD Chief

Online Attendees: Carolyn Heir, Jason Waysville of Waysville Engineering, Josh Dauphin, WWVFD Chief

- 1.) Call to Order by Chair, David Fuller at 7:00 pm
- 2.) Comments from Selectboard/Town Manager and Citizens not on Agenda

Paul Tillman recognized the Weathersfield Transfer Station for the good work he witnessed this weekend with vehicles without stickers.

- 3.) Review of minutes from previous meetings:

Approve the minutes from 9-21-20:

N. John Arrison made a motion to approve the minutes from 9-21-20 as presented.

2nd – Michael Todd

No discussion

Vote – unanimous

- 4.) 2014 Purchase and Sales Agreement
 - a. Motion to support Option 2 and to support the Tax Collector's decision.

Brandon Gulnick, Town Manager presented the following:

To: Weathersfield Select Board
Cc: Weathersfield Residents
From: Tax Collector, Town Manager
Date: October 5, 2020
Re: 2014 Purchase & Sale Agreement

Executive Summary

This is the 4th Report presented to the Select Board and Residents in relation to a Purchase & Sale Agreement signed on July 21, 2014 to satisfy delinquent taxes owed between 2002 - 2010. The August 17th Report examined the Purchase & Sale Agreement and included analysis of the Tax Collectors Findings and Recommended Next Steps. The September 7th Report drilled conditions and contingencies unsatisfied to date and discussed three (3) options for the Town. The September 21st Report unfolded two (2) Proposals, including an overview of the Proposal, Goals, and Next Steps of each. Proposal #1 resolves the 2014 Purchase & Sale Agreement by amending the existing agreement

and Proposal #2 resolves the 2014 Purchase & Sale Agreement by voiding the Agreement and holding a Tax Sale pursuant to 32 V.S.A. § 5252.

A motion was made and seconded to support the Town Manager’s decision and Support Proposal #2. This will give the resident the option to go directly to the Board of Abatement. The Town Manager will turnover each of these reports to the Board of Abatement.

During the September 21st meeting the Select Board asked 2 critical questions paramount to decide which option to move forward with. Question 1: Whether the 2.86-acre parcel of land the Town acquired has septic effluent deriving from the residence across the street. Question 2: How did the \$41,515 in Principal Due in 2014 when the Purchase & Sale Agreement was signed reduce to the \$28,357.76, we are showing in our records today?

Whether the 2.86 Acre Parcel contains Septic Effluent.

On September 29, 2020 I signed an Agreement with Waysville Engineering to determine if the 2.86-acre parcel has septic effluent deriving from the residence across the street (See Attachment A). On October 1, 2020 Jason Waysville and I visited the site and determined our next steps. Mr. Waysville plans to attend the October 5, 2020 Select Board meeting to present our options.

Whether the remaining Principal due is \$28,357.76.

On July 20, 2014, the total amount of Principal due on parcel #050154 was \$28,887.76, the total amount of interest due was \$42,440.20, and the total amount of penalty due was \$2,256.79.

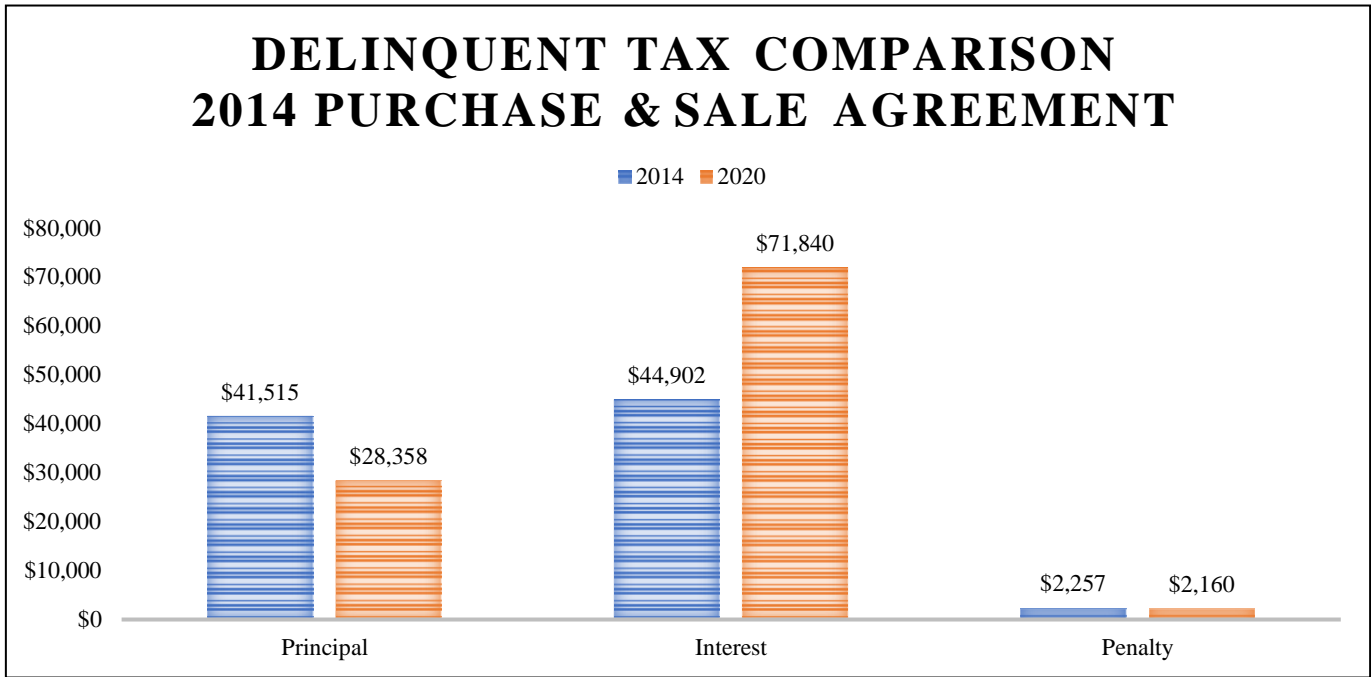
On July 20, 2014, the total amount of Principal due on parcel # 050154-1 was 12,626.74, the total amount of interest due was \$2,461.94, and the total amount of Penalty due was \$0.00.

On July 20, 2014 The Total amount of Principal Due on both properties was \$41,514.50. The total amount of interest due on both properties was \$44,902.14. The Total amount of penalty due on both properties was \$2,256.79.

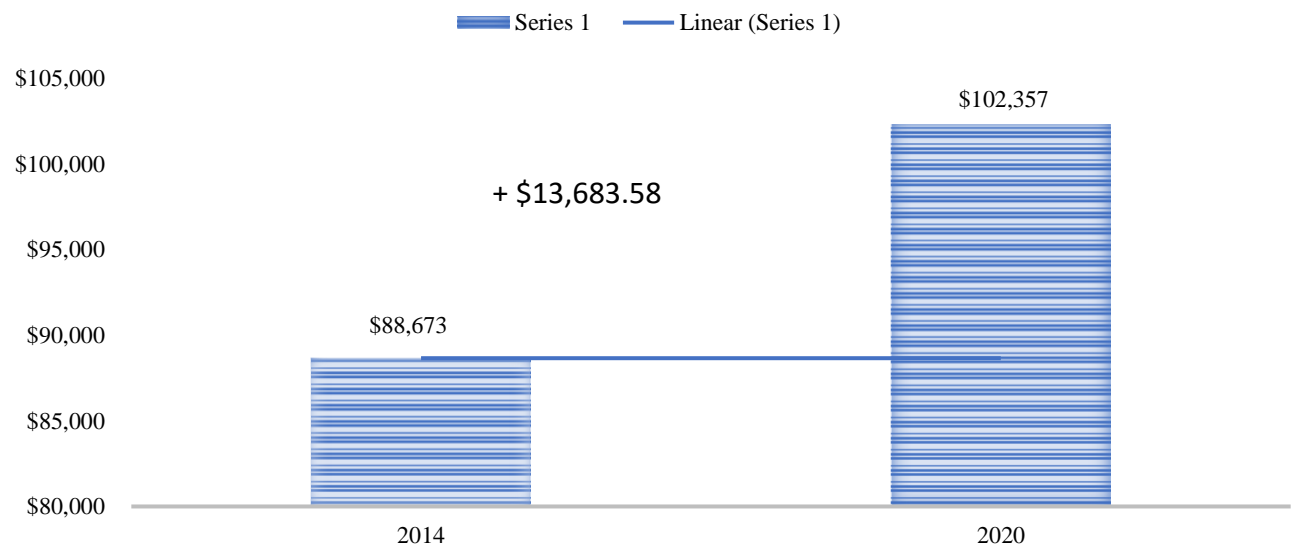
See Attachment B – 7/20/14 Delinquent Tax report

As of September 1, 2020, our records demonstrate the following:

Principal: \$28,357.76 | Interest: \$71,839.61 | Penalty: \$2,159.64



INCREASE 2014 - 2020



ATTACHMENT A

[WAYSVILLE ENGINEERING CONTRACT]



222 Barlow Road
Springfield, VT 05156
802-230-6144

Letter of Agreement between Brandon Gulnick/Town of Weatherfield and Waysville Engineering LLC, for Professional Engineering Services, described below

Scope of Work:

To determine if a recently acquired parcel the Town owns is getting dosed with neighbors septic effluent.

The requisite Fee for providing the professional engineering services outlined above is at the hourly rate of 95\$/hr.

This Fee is based upon the assumption of the reasonable and customary processes attendant to a project of this type. Any changes made by the Client in the Scope of Work or the design concept of the Project once work has commenced will require the assessment of additional engineering fees. Those fees would be billed according to the Consultants standard hourly rates.

The Client shall be responsible for all costs associated with submission of documents for review and approval by the appropriate State and local agencies and for the connections of all utilities.

If sub consultants are to be used by the Consultant on the project, they will be shown in this section, along with a summary of their scope of work, their fees, and a copy of their standard agreement as an addendum to this one, as required

Proposed Fee Payment Schedule: Payment will be due as depicted on invoices.

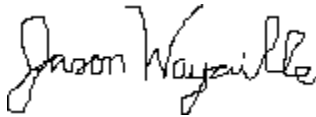
It is estimated that the total time to complete all work required to deliver construction documents is (agreed upon timetable) after receiving notice to proceed. The Client agrees to allow for reasonable extensions of this timetable, upon notification by the Consultant, due to the occurrence of unforeseen circumstances beyond the Consultants or Client's control.

Indemnification

The Client shall indemnify and hold harmless the Consultant and any of his personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of services, provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Consultant) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials and for any discrepancies between the construction documents for, and the actual conditions of, the Project.

This agreement is subject to the laws and regulations of the state of **Vermont**.

Signed: _____
{Client Name} *{Client Signature}*

A handwritten signature in black ink that reads "Jason Wayville". The signature is written in a cursive, slightly slanted style.

Consultant Signature 9-29-20

ATTACHMENT B

[7/20/14 DELINQUENT TAX REPORT]

Parcel	Name	Tax Year	Payment 1	Payment 2	Payment 3	Payment 4	Interest	Penalty	Other	Total
050154-	ABBOTT EDWARD J &	2002-2003	0.00	0.00	0.00	530.39	358.20	0.00	0.00	888.59
		2003-2004	1214.40	1214.40	1214.40	1214.40	9128.14	388.60	0.00	14374.34
		2004-2005	1483.09	1483.09	1483.09	1483.09	10101.46	474.60	0.00	16508.42
		2005-2006	1597.12	1597.12	1597.12	1597.12	9727.72	511.08	0.00	16627.28
		2006-2007	1221.08	1221.08	1221.08	1221.08	6558.52	390.76	0.00	11833.60
		2007-2008	955.81	955.81	955.81	955.81	4445.40	305.84	0.00	8574.48
		2008-2009	166.56	166.56	166.56	166.56	651.71	53.28	0.00	1371.23
		2009-2010	451.38	451.38	451.38	451.38	1469.05	132.63	0.00	3407.20
			7089.44	7089.44	7089.44	7619.83	42440.20	2256.79	0.00	73585.14

Michael Todd made a motion to table the Abbott property issue until October 19, 2020 meeting.
Paul Tillman – 2nd
No discussion
Vote – unanimous

5.) Town Manager Report re: Transfer Station, LGER Grant, Website Redesign, Reorganization, FY22 Budget

Brandon Gulnick, Town Manager presented the following:

Brandon W. Gulnick
Town Manager

October 5, 2020

Weathersfield Select Board
5159 US Route 5
Ascutney, VT 05030

Re: Town Manager's Report

Dear Select Board Members & Weathersfield Residents:

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

1. **Transfer Station Joint Committee:** On September 29, 2020, the Transfer Station Joint Committee held a meeting at Martin Memorial Hall. Discussion Items included the following:
 - a. Proposed Window Decal Policy: Next year, our Towns will no longer send a Permit Sticker in the mail with tax bills.
 - i. Residents will be required to visit the Town Office and fill out a Window Decal Registration Card including the following information:
 1. Name of Resident
 2. Address
 3. License Plate Number
 4. Permit Sticker Number
 - ii. The residents License Plate Number will be printed on the Permit Sticker and given to the resident to affix on the lower passenger side corner of their windshield.

iii. There will be no additional charge for providing this service.

b. Benefits of the proposed Window Decal Policy

- i. Stabilizes revenue and expenses at the Transfer Station
- ii. Prevents permit sticker abuse from non-residents, driving down expenses.
- iii. Allows the Town to safely void old Permit Stickers when a Resident purchases a new vehicle.
- iv. We will no longer need to send permit stickers every year & change the color, providing for future cost savings.

Local Government Expense Reimbursement Grant: On August 27, 2020, our Administration applied to the Vermont Department of Taxes under Act 137 for \$54,555.60. On 9/25/20 the application was approved. Our expenses are broken out into actual supplies and equipment, sanitation, facility alterations, other expenses and anticipated supplies and equipment, sanitation, facility alterations, and other expenses.

Website Redesign: During the beginning of the State of Emergency our Administration responded quickly to redesign our website to create a user-friendly place for residents to obtain information. The website redesign was a temporary solution. Within the Local Government Expense Reimbursement Grant our Administration earmarked \$5,000 to complete the project. When complete, the website will be an online database for all Town departments, boards, committees, commissions, events, and news to allow residents to access information in the event of another shutdown. This is our long-term solution.

c. Typical Project Timeline

- i. Phase 1: Strategy Sessions & Discovery (1 week)
- ii. Phase 2: Design & Architecture (3-4 weeks)
- iii. Phase 3: Site Implementation (2-3 weeks)
- iv. Phase 4: Content Development (4-5 weeks)
- v. Phase 5: Training & Education (1 week)
- vi. Phase 6: Deployment & Go-Live (1 week)

- 2. **Reorganization:** Over the past several months our Administration analyzed our existing organizational structure and determined that it needs to be adjusted to reflect the needs & goals of the Town. If time allows, I will be presenting a thorough report of our next steps with the Reorganization during the October 19, 2020 Select Board meeting.
- 3. **Budget Meetings:** It's that time of the year. This will be the first budget that I will have the honor of working on with Weathersfield Department Heads, Select Board, and the Residents. We are currently seeking members to fill vacancies in the Budget Committee. Please submit your letter of interest to the ATTENTION of Susanne Terrill at weathersfield@weathersfield.org.
 - a. Library: 11:00AM | 9/18/20 - Complete
 - b. Highway Department: 3:00PM – 4:30PM 10/7/20
 - c. Solid Waste: 3:00PM – 4:30PM 10/7/20
 - d. Police Department: 9:30AM | 10/8/2020
 - e. Town Clerks Office: 9:30AM | 10/7/2020
 - f. Listers Office: 2:00PM | 10/7/20
 - g. Land Use Office: 3:00PM | 10/6/20
 - h. WWVFD: 4:00PM | 10/1/20 – Complete
 - i. AVFA: TBA
 - j. Admin & Finance: In Progress

Note to residents: As always, I encourage and welcome residents to contact me to discuss any comments, concerns, or recommendations you may have for the Town of Weathersfield. Since my first day in January I have had the pleasure of meeting many of you. There are still many people that I have been unable to meet. Please feel free to stop by Martin Memorial Hall and I will be happy to chat!

6.) Presentation & Discussion: Fire Department Contract Renewal

Please note, Contract # 1 is what West Weathersfield would like to see in a contract and Contract #2 is what Ascutney Volunteer Fire Department would like to see in a contract.

Weathersfield Select Board
5159 US Route 5
Ascutney, VT 05030

Re: Fire Department Contracts

Dear Select Board Members & Weathersfield Residents:

As you know, the Town of Weathersfield's contract with the Fire Departments expired on June 30, 2020. The Town and Fire Departments decided to extend this contract to December 31, 2020 considering the State of Emergency. After discussion with both Fire Departments, we decided to extend the contract to June 30, 2021 in an effort to keep the contract aligned with the Fiscal Year.

There are two draft contracts attached to this memorandum. Contract #1 demonstrates an agreement in which the Town controls the Department's Operating Funds and has more supervision and authority on behalf of Fire Department decision-making. Contract #2 allows the Fire Departments to be more autonomous.

Enclosed

See Attachment A – Contract Proposal #1

See Attachment B – Contract Proposal #2

See Attachment C – Ascutney FD Fire Calls / 2019 to date

See Attachment D – Ascutney EMS Calls / 2019 to date

See Attachment E – West Weathersfield FD Fire Calls / 2019 to date

See Attachment F – West Weathersfield EMS Calls / 2019 to date

ATTACHMENT A
[CONTRACT PROPOSAL #1]

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I ... DURATION

SECTION 1.1 TERM

The term of this CONTRACT shall commence upon signature by all PARTIES and shall end June 30, 2023. If a replacement CONTRACT is not signed by June 30, 2023 it will be considered as automatically renewed for a 1-year term unless an Event of Termination has taken place, as defined in Section 1.2, or CONTRACT negotiations have been initiated by either department or the TOWN, in which case the current CONTRACT will remain in effect

until the new CONTRACT is signed, unless the PARTIES cannot come to an agreement within ninety (90) days.

SECTION 1.2 EVENTS OF TERMINATION

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

- a) The dissolution, insolvency, involuntary bankruptcy, or voluntary bankruptcy of the FIRE DEPARTMENTS.
- b) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that the TOWN has adopted a resolution established a Municipal Fire Department.
- c) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that the TOWN intends to use another entity to provide its Fire Services.
- d) The PARTIES' entry into a new written CONTRACT which expressly supersedes this CONTRACT.
- e) TOWN receipt of written notice that the FIRE DEPARTMENTS are unable to provide services for the TOWN due to an immediate lack of available volunteer firefighters.
- f) The FIRE DEPARTMENTS failure to follow any section within this AGREEMENT.
- g) The expiration of this CONTRACT without the PARTIES' written agreement to renew the terms of this CONTRACT.

SECTION 1.3 EFFECT OF AN EVENT OF TERMINATION

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

SECTION 1.4 TOWNS RIGHT TO TERMINATE WITHOUT CAUSE

The TOWN, in its sole discretion, may terminate this CONTRACT by providing the FIRE DEPARTMENTS written notice that the TOWN is terminating this CONTRACT, no earlier than 180 days following the latter's receipt of this notice.

ARTICLE II ... PROVISION OF SERVICES

SECTION 2.1 SERVICES PROVIDED

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

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

SECTION 2.2 TRAINING

The FIRE DEPARTMENTS shall follow the State Fire Academy to train members of their Department. At a minimum, Firefighters shall obtain ICS 100, ICS 200, CPR, and AED Training within their first year. The FIRE DEPARTMENTS shall encourage training members to Firefighter I and any members who have achieved Firefighter I shall be encouraged to achieve Firefighter II. Both FIRE DEPARTMENTS Shall hold joint training sessions at least three (2) times per year. Prior to the fiscal year-end both Fire Chiefs shall coordinate the training schedule for the following year, no later than June 1st and provide the Training Schedule to the Town Manager for approval. The Town Manager and/or his designee shall attend Joint Training Sessions.

SECTION 2.3 TRAINING CERTIFICATES

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

SECTION 2.4 MONTHLY REPORTS

The FIRE CHIEFS shall provide a monthly report to the Town Manager no later than the last day of each month, month to month. The purpose of the report is to keep the TOWN informed as to the operations of the FIRE DEPARTMENTS. At a minimum, Reports shall

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

SECTION 2.5 STRATEGIC PLAN

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

SECTION 2.6 EMERGENCY DISPATCH SERVICES

Weathersfield shall be responsible for providing the FIRE DEPARTMENTS with Emergency Dispatch Services. The method and means of providing such Emergency Dispatch Services shall be determined by the TOWN, following consultation and discussion with the FIRE CHIEFS of each department, and may be provided by a subcontractor. Dispatching services for the TOWN of Weathersfield will be determined by a majority vote of the Selectboard and the FIRE DEPARTMENTS, with each organization having one vote. The selected Dispatch Service shall provide the TOWN with Incident Reports for all FIRE DEPARTMENT calls in a pdf to the TOWN email within 24 hours.

If a Department has problems or difficulties with the Emergency Dispatch Services provided for Weathersfield, such problems or difficulties shall be brought to the attention of the Town Manager by the Department. The Town Manager or his/her designee will investigate, select the most appropriate resolution, and shall work on behalf of the FIRE DEPARTMENTS to resolve such problems or difficulties. The TOWN will provide information regarding the resolution of the issue to the FIRE DEPARTMENTS.

SECTION 2.7 DRY HYDRANTS

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

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

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

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

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

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

SECTION 2.10 EMERGENCY MEDICAL SERVICES

The TOWN shall contract EMERGENCY MEDICAL SERVICES and the FIRE DEPARTMENTS shall work with said provider. Any issues with the provider shall be brought to the attention of the Town Manager to both mediate and determine corrective action, if any.

ARTICLE III ... OPERATING FUNDS

SECTION 3.1 ANNUAL BUDGET; OPERATING FUNDS; APPROPRIATION

- A. In November of each year, the FIRE DEPARTMENTS shall prepare and submit to the TOWN Manager the following:

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

SECTION 3.2 LIMITATION OF FUNDING OBLIGATION

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

SECTION 3.3 APPROPRIATED OPERATING FUNDS

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

SECTION 3.4 DISBURSEMENT

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

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

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

SECTION 3.5 DEPARTMENT FUNDRAISING

In any community fundraising solicitation, the FIRE DEPARTMENTS shall make clear that such additional funds as are being raised to be used for purposes beyond and in addition to the provision of Services funded by the TOWN. Income from such fundraising shall be included as part of the FIRE DEPARTMENTS' Annual Budgets submitted to the Town Manager. The FIRE DEPARTMENTS shall furthermore include as a part of their Annual Budget submissions to the Town Manager a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.

SECTION 3.6 DIRECT PROVISION

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

ARTICLE IV ... DISBURSEMENT OF OPERATING FUNDS

SECTION 4.1 DESIGNATION OF AGENT

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

SECTION 4.2 MAINTENANCE OF VEHICLES, APPARATUS AND EQUIPMENT

- a) The TOWN of Weathersfield will provide maintenance and repairs for all vehicles and apparatus. All repairs and maintenance will receive prior approval from the Town Manager and/or his designee.

- b) The TOWN will setup a Service Agreement with one (1) vendor for the maintenance of all vehicles, apparatus, and equipment. The Service Agreement will be sent out to Bid and be subject to the TOWN's policy for RFPs & RFQs.
- c) Any purchases of vehicles or apparatus without Selectboard or TOWN approval will be considered a breach of CONTRACT and will result in withdrawal of all TOWN support and funds.
- d) To offset the cost of maintenance 25% of all truck billed hazmat reimbursement will be remitted 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.
- E) Reimbursement for any maintenance, repairs, inspections, etc..., will only be made with prior approval from the Town Manager and/or his designee.
- F) The FIRE DEPARTMENTS shall ensure that all vehicles, apparatus, and equipment in their possession is properly maintained in good working order, and any issues needing to be addressed are reported to the Town Manager and/or his designee.

ARTICLE V ... RESERVE FUNDS

SECTION 5.1 RESERVE FUNDS

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

SECTION 5.2 ANNUAL RESERVE FUND APPROPRIATIONS

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

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

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

SECTION 5.3 DISBURSEMENT OF RESERVE FUNDS

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

ARTICLE VI ... TITLE TO PROPERTY

SECTION 6.1 VEHICLES AND APPARATUS PURCHASED WITH TOWN FUNDS

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

SECTION 6.2 CAPITAL EQUIPMENT PURCHASED WITH TOWN FUNDS

Title to all Capital Equipment acquired in, whole or in part, with Weathersfield Funds shall reflect Weathersfield's proportional share of its financial contribution towards the purchase price along with that of the FIRE DEPARTMENTS.

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

Upon any authorized sale, transfer, or other disposition of any equipment, vehicles, apparatus, or Capital Equipment acquired in whole or in part with TOWN Funds, or upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment, shall be used towards the replacement if the FIRE DEPARTMENTS and TOWN agree that replacement is necessary. Otherwise the funds will be distributed proportionally to ownership of said item.

ARTICLE VII ... INSURANCE

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

SECTION 7.1 LIABILITY INSURANCE

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

SECTION 7.2 CASUALTY INSURANCE

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

SECTION 7.3 WORKERS' COMPENSATION INSURANCE

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

SECTION 7.4 VEHICLE INSURANCE

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

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

SECTION 7.5 INSURANCE FORMS AND INFORMATION

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

ARTICLE VIII ... GENERAL PROVISIONS

SECTION 8.1 ASSIGNABILITY

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

SECTION 8.2 AMENDMENT

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

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

SECTION 8.3 GOVERNING LAW

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

SECTION 8.5 ENTIRE AGREEMENT

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

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

President, West Weathersfield
Volunteer Fire Department

President, Ascutney Volunteer
Fire Association

Town Manager, Weathersfield

Select Board Chair, Weathersfield

Town Clerk, Weathersfield

ATTACHMENT B [CONTRACT
PROPOSAL #2]

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

THIS CONTRACT AND AGREEMENT (the "CONTRACT") , dated as of July 1, 2020 (the "Contract Date"), by and between the TOWN OF WEATHERSFIELD, a Vermont Municipality, herein referred to as the ("TOWN"); ASCUTNEY VOLUNTEER FIRE ASSOCIATION, a Vermont Nonprofit Corporation and the WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT, Inc., a Vermont nonprofit corporation, herein referred to as the ("FIRE DEPARTMENTS"). The TOWN and the FIRE DEPARTMENTS are collectively referred to as the ("PARTIES").

WITNESSETH

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

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

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

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

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

ARTICLE I ... DURATION

SECTION 1.1 TERM

The term of this CONTRACT shall commence upon signature by all PARTIES and shall end June 30, 2023. If a replacement CONTRACT is not signed by June 30, 2023 it will be considered as automatically renewed for a 1-year term unless an Event of Termination has taken place, as defined in Section 1.2 or CONTRACT negotiations have been initiated by either department or the TOWN, in which case the current CONTRACT will remain in effect

until the new CONTRACT is signed, unless the PARTIES cannot come to a CONTRACT within ninety (90) days.

SECTION 1.2 EVENTS OF TERMINATION

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

- a) The dissolution, insolvency, involuntary bankruptcy, or voluntary bankruptcy of the FIRE DEPARTMENTS.
- b) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that the TOWN has adopted a resolution established a Municipal Fire Department.
- c) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that the TOWN intends to use another entity to provide its Fire Services.
- d) The PARTIES' entry into a new written CONTRACT which expressly supersedes this CONTRACT.
- e) The TOWN's receipt of written notice that the Fire Department is unable to provide services for the TOWN due to an immediate lack of available volunteer firefighters.
- f) The FIRE DEPARTMENTS failure to follow any section within this CONTRACT.
- g) The expiration of this CONTRACT without the PARTIES' written agreement to renew the terms of this CONTRACT.

SECTION 1.3 EFFECT OF AN EVENT OF TERMINATION

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

SECTION 1.4 TOWNS RIGHT TO TERMINATE WITHOUT CAUSE

The TOWN, in its sole discretion, may terminate this CONTRACT by providing the FIRE DEPARTMENTS written notice that the TOWN is terminating this CONTRACT, no earlier than 180 days following the latter's receipt of this notice.

ARTICLE II ... PROVISION OF SERVICES

SECTION 2.1 SERVICES PROVIDED

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

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

SECTION 2.2 TRAINING

The FIRE DEPARTMENTS shall follow the State Fire Academy to train members of their Department. At a minimum, Firefighters shall obtain ICS 100, ICS 200, CPR, and AED Training within their first year. The FIRE DEPARTMENTS shall encourage training members to Firefighter I and any members who have achieved Firefighter I shall be encouraged to achieve Firefighter II. Both FIRE DEPARTMENTS Shall hold joint training sessions at least three (2) times per year. Prior to the fiscal year-end both Fire Chiefs shall coordinate the training schedule for the following year, no later than June 1st and provide the Training Schedule to the Town Manager.

SECTION 2.3 TRAINING CERTIFICATES

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

SECTION 2.4 MONTHLY REPORTS

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

equipment repairs, station maintenance, and the number of each incident type. A Monthly Report template is provided as ATTACHMENT A to this CONTRACT.

SECTION 2.5 EMERGENCY DISPATCH SERVICES

The FIRE DEPARTMENTS shall be responsible for providing the FIRE DEPARTMENTS with Emergency Dispatch Services. The method and means of providing such Emergency Dispatch Services shall be determined by the TOWN and FIRE DEPARTMENTS, following consultation and discussion with the FIRE CHIEFS of each department, and may be provided by a subcontractor. Dispatching services for the TOWN will be determined by a majority vote of the Select Board and the two FIRE DEPARTMENTS, with each organization having one vote. The selected Dispatch Service shall provide the TOWN with Incident Reports for all FIRE DEPARTMENT calls in a pdf to the TOWN email within 24 hours.

If the FIRE DEPARTMENTS have problems or difficulties with the Emergency Dispatch Services provided for the TOWN such problems or difficulties shall be brought to the attention of the Town Manager and President of the corresponding FIRE DEPARTMENT. The Town Manager and corresponding President and/or his/her designee will investigate, select the most appropriate resolution, and shall work on behalf of the FIRE DEPARTMENTS to resolve such problems or difficulties. The Town Manager and President will provide information regarding the resolution of the issue to the FIRE DEPARTMENTS.

SECTION 2.6 DRY HYDRANTS

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

SECTION 2.7 STATE & LOCAL STATUTES, CODES, ORDINANCES & POLICIES

The FIRE DEPARTMENTS shall provide Fire Protection Services to the TOWN in a manner that is consistent with Vermont Statutes and the Vermont Administrative Code.

SECTION 2.8 BURN PERMITS ISSUED BY FIRE WARDEN / DEPUTY FIRE WARDEN

In the case a Fire Chief of the FIRE DEPARTMENTS is appointed as the Fire Warden or Deputy Fire Warden, such Warden shall provide a copy of all burn permits to the Town Managers designee in advance of a burn taking place. The burn permit may be sent via text message including a photo of the burn permit. The TOWN shall maintain all records of all burns requiring a Permit in Weathersfield. When a "NO BURN" is issued by the Fire

Warden, the Fire Warden shall communicate this information to the Town Manager's Designee, including the reason a NO BURN is issued for inclusion on the TOWN Website and Social Media, and to answer any questions residents may have when a call is received on the issue in the TOWN Office.

ARTICLE III ... OPERATING FUNDS

SECTION 3.1 LIMITATION OF FUNDING OBLIGATION

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

SECTION 3.2 APPROPRIATED OPERATING FUNDS

The appropriation approved at Town Meeting for Operating Funds shall be part of the TOWN General Fund budget. The TOWN shall disburse such funds as provided for in Section 3.3 Disbursement.

SECTION 3.3 DISBURSEMENT

The Annual Appropriation approved at Town Meeting shall be made available to the FIRE DEPARTMENTS quarterly within thirty (30) days of receipt of an invoice from the FIRE DEPARTMENTS.

SECTION 3.5 DEPARTMENT FUNDRAISING

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

SECTION 4.1 DESIGNATION OF AGENT

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

SECTION 4.3 MAINTENANCE OF VEHICLES, APPARATUS AND EQUIPMENT

The FIRE DEPARTMENTS will provide maintenance and repairs for all vehicles and apparatus. The FIRE DEPARTMENTS shall ensure that all vehicles, apparatus, and equipment in their possession is properly maintained in good working order.

*ARTICLE V ... RESERVE FUNDS***SECTION 5.1 RESERVE FUNDS**

The TOWN currently maintains Reserve Funds (Fire Apparatus Acquisition, Fire Fighting Equipment and Gear, and Fire Protection Water Supply Construction) for the benefit of Emergency Service Personnel providing services within the TOWN. The FIRE DEPARTMENTS will be responsible for maintaining their own Reserve Funds under this CONTRACT.

SECTION 5.2 DISBURSEMENT OF RESERVE FUNDS

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

*ARTICLE VI ... TITLE TO PROPERTY***SECTION 6.1 VEHICLES AND APPARATUS PURCHASED WITH TOWN FUNDS**

Title to all vehicles and apparatus acquired in whole or in part with monies derived from TOWN Funds shall be in the name of the TOWN and FIRE DEPARTMENTS.

SECTION 6.2 VEHICLE AND APPARATUS BUYOUT

The total value of all Vehicles and Apparatus purchased with TOWN funds shall be acquired through appraisal by an appraiser mutually agreed upon by both PARTIES. An annual payment arrangement to buyout the TOWN shall be made prior to signing this contract.

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

Upon any authorized sale, transfer, or other disposition of any equipment, vehicles, apparatus, or Capital Equipment acquired in whole or in part with TOWN Funds, or upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment, shall be used towards the replacement if the FIRE DEPARTMENTS and TOWN that replacement is necessary. Otherwise the funds will be distributed proportionally to ownership of said item.

*ARTICLE VII ... INSURANCE***SECTION 7.1 LIABILITY INSURANCE**

The FIRE DEPARTMENTS will provide full liability insurance coverage, subject to the provisions of Section 7.5 below. Such coverage shall include the FIRE DEPARTMENTS'

owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the FIRE DEPARTMENTS.

SECTION 7.2 CASUALTY INSURANCE

The FIRE DEPARTMENTS will provide casualty insurance coverage, subject to the provisions of Section 7.5 below. Such coverage shall include the FIRE DEPARTMENTS' owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of the FIRE DEPARTMENTS.

SECTION 7.3 WORKERS' COMPENSATION INSURANCE

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

SECTION 7.4 VEHICLE INSURANCE

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

SECTION 7.5 INSURANCE FORMS AND INFORMATION

The insurance obtained by the FIRE DEPARTMENTS and the binder provided by the insurance agent shall be prior to the execution of this CONTRACT. The FIRE DEPARTMENTS will provide Proof of Insurance and Declarations Pages to the TOWN.

ARTICLE VIII ... GENERAL PROVISIONS

SECTION 8.1 ASSIGNABILITY

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

SECTION 8.2 AMENDMENT

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

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

SECTION 8.3 GOVERNING LAW

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

SECTION 8.5 ENTIRE CONTRACT

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

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

President, West Weathersfield
Volunteer Fire Department

President, Ascutney Volunteer
Fire Association

Town Manager, Weathersfield

Select Board Chair, Weathersfield

Town Clerk, Weathersfield

8:56 pm Michael Todd made a motion to extend meeting by 15 minutes

Paul Tillman – 2nd

No Discussion

Vote – Unanimous

7.) Appointments –

David Fuller reminded the residents about open

a. Budget Committee

Application received from Chauncie Tillman to be on the Budget Committee.

Michael Todd made motion to nominate Chauncie Tillman to the Budget Committee

Joey Jarvis - 2nd

No Discussion

Vote Unanimous

b. Connecticut River Joint Commission

c. CRJC Mt. Ascutney Subcommittee

d. Fence Viewer

e. Parks and Recreation Commission

Ray Stapleton would like to be considered for the Parks and Recreation Committee.

Paul Tillman made motion to nominate Ray Stapleton to the Parks and Recreation Committee.

Michael Todd – 2nd

No Discussion

Vote - Unanimous

f. Selectman Representative to the School Board

g. Southern Windsor County Transportation Advisory Committee

h. Southern Windsor/Windham Counties Solid Waste Management District

i. Tree Warden

j. Veteran's Memorial Committee

8.) Approve Warrants

John Arrison made a motion to approve the warrants for October 5, 2020 as follows:

General Funds

Operating Expenses \$21,114.19

Payroll \$16,936.47

Highway Fund

Operating Expenses \$12,945.64

Payroll \$7,181.23

Solid Waste Management Fund

Operating Expenses \$4,374.96

Payroll \$1,539.76

Library

Operating Expenses \$0.00

Payroll \$1,919.35

Grants

Operating Expenses \$0.00

Special Revenue	Operating Expenses \$0.00
Reserves	\$0.00
Long Term Debt	\$0.00
Grand Totals	Operating Expenses \$38,434.79 Payroll \$27,576.81

Michael Todd - 2nd
No Discussion
Vote - Unanimous

13.) Any other business

Interviews for Finance positions. Town Manager has received approximately 15 applications.

Town Manager quarterly review.

9:14 pm Michael Todd made a motion to extend the meeting 5 minutes.

Paul Tillman – 2nd

No Discussion

Vote Unanimous

Brandon Gulnick would like to review his contract with the Town and possibly make an amendment. He will forward to the Selectboard with proposed changes.

14.) Adjourn

Michael Todd made motion to adjourn the meeting at 9:19 pm

Paul Tillman – 2nd

No discussion

Vote – unanimous

Respectfully,
Chauncie Tillman
Alt. Recording Secretary