



TOWN OF WEATHERSFIELD  
SELECTBOARD

SPECIAL MEETING AGENDA

**TUESDAY, JUNE 27, 2023 AT 6:45PM OR  
IMMEDIATELY FOLLOWING BOA MEETING**

**PHONE**  
(802) 674-2626

**FAX**  
(802) 674-2117

MARTIN MEMORIAL HALL  
5259 US ROUTE 5, ASCUTNEY, VT 05030

ZOOM MEETING AVAILABLE  
CLICK THE MOUNTAIN ON WEBSITE HOMEPAGE OR  
PHONE NUMBER: (929) 205 - 6099 | MEETING ID: 542-595-4364 |  
NO PARTICIPANT ID: PRESS # MEETING PASSCODE: 8021

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1. Call to Order
2. Pledge of Allegiance
3. Vote to authorize the Chair to Sign the Fire Department Contract
4. Authorize the Chair to sign the 6/30/23 warrant
5. Any other business
6. Adjourn



# TOWN OF WEATHERSFIELD

OFFICE OF THE SELECTBOARD/  
TOWN MANAGER

5259 US ROUTE 5  
ASCUTNEY, VERMONT 05030

Susanne Terrill  
Human Resources

Olivia Savage  
Principal Clerk

Brandon Gulnick  
Town Manager  
TEL. (802) 674-2626  
Weathersfieldvt.org

June 23, 2023

RE: Vote to Authorize the Chair to Sign the June 30<sup>th</sup> Warrant

Board members,

We are proposing to cancel the July 3<sup>rd</sup> meeting. We received notification that people will be out of Town, including SAPA, because the 4<sup>th</sup> of July is the following day.

We do need to have our final warrant approved that includes the rest of the expenses for FY23 at June 30<sup>th</sup>. I spoke with the Treasurer and Accountant, and we will have the warrant completed on Thursday, June 29<sup>th</sup>. I can send this warrant to the board on Thursday for review, and if you have any questions, you can reach out to me and I will answer them. On Friday, as long as no board members have any objection, the Chair will come into the office and sign the warrant.

If you have any questions, please let me know.

Sincerely,

Brandon Gulnick  
Town Manager  
Town of Weathersfield  
5259 US Route 5, PO BOX 550, Ascutney, VT  
E. [Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org)  
P. (802) 674-2626 F. (802) 674-2117  
[www.weathersfieldvt.org](http://www.weathersfieldvt.org)



# TOWN OF WEATHERSFIELD

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June 22, 2023

RE: Vote to Authorize the Chair to Sign the Fire Department Contract

Board members,

Over the past year we have held various meetings to refine our Fire Department Contract. When we executed the contract we're currently in, we knew it would take some time to transition to a contract like this, which moved all Fire Department expenses to the Town. Overall, moving the finance to the town went well, with the exception of a few procedural and policy issues that I'm considering resolved at this point.

We added language to our new contract to include changes that happened during our existing contract. This includes the addition of the Non-Transport License "Rescue Squad" the Selectboard approved on 3/21/22, and Section 3.5, which includes Annual Budget Best Practices. Other language was added under training, training stipends and incentives, quarterly report schedule, strategic planning, dry hydrants, state & local statutes, codes, ordinances, and policies, burn permits, budget meetings, approved vendors, and haz mat funding.

I attached a "Contract Change Log" as Attachment A to this memo and the Contract (with any changes in red text) as attachment B to this memo. All text in Black is language that remains unchanged.

IF you have any questions or concerns, please let me know.

Sincerely,

Brandon Gulnick  
Town Manager  
Town of Weathersfield  
5259 US Route 5, PO BOX 550, Ascutney, VT  
E. [Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org)  
P. (802) 674-2626 F. (802) 674-2117  
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ATTACHMENT A  
[CONTRACT CHANGE LOG]

## CONTRACT CHANGE LOG

1. All dates were changed throughout to reflect a new 2-year contract.
2. Combined Section 2.11 with Section 2.2. Added “Emergency Medical Service Response shall be as follows:”
3. Created Section 2.2.1 “rescue squad” and added in the following text

“On March 21, 2022, the Selectboard voted unanimously in favor of the West Weathersfield Volunteer Fire Department obtaining a Non-Transport License to develop a Rescue Squad. The Business Plan and Scope of Practice for this Rescue Squad is included as an attachment to this CONTRACT. Any work done by the Rescue Squad shall be done per the Vermont Statewide EMS protocols. An Operational Letter of Agreement shall be renewed between the Rescue Squad and an Emergency Medical Service Provider and turned into the Town Manager per the terms of the Agreement, and this shall be in place in order for the Rescue Squad to be operational. In the case an agreement is not in place, the Rescue Squad is not authorized to provide these services.”

4. Section 2.4: Added in “Training Certificates shall be updated quarterly and entered into the Fire Department Shared Folder on the TOWNs servers.”
5. Added in Section 2.5 “Training Stipends.”

A Training Plan approved by both FIRE DEPARTMENTS shall be developed no later than August 30, 2023, and distributed to the Town Manager for review. Following approval by the Town Manager, the funding will be entered into each DEPARTMENTS FY25 budget for Selectboard review. Following approval from the Selectboard (if approved), Training Stipends will be included into each FIRE DEPARTMENTS FY25 budget for Town approval. If approved, Training Stipends will go into effect on July 1, 2024.

6. Section 2.6 “Quarterly Reports” changed “shall” to “it is recommended” – Review this with Fire Chiefs prior to signing to develop a practical reporting system. Added “Emergency Reporting Software is the recommended reporting system for both departments.”
7. Section 2.7 “Strategic Plan” changed dated from June 1, 2021, to September 30, 2023.
8. Section 2.9: added The Fire Chiefs, Town Manager, and Highway Superintendent shall hold 2 meetings per year to discuss dry hydrants, and the Fire Departments shall prepare Vermont Rural Fire Protection Program grants annually and submit to the Town Manager for signature. The Fire Departments shall provide the Highway Superintendent an

updated inventory of Dry Hydrants by June 30th of each year.

9. Section 2.10: Added “The Fire Departments Shall develop a Junior Firefighter Program Policy no later than August 30, 2023, for Selectboard review. The Town Manager will develop a Sexual Harassment and Discrimination Policy by August 30, 2023, for Selectboard review.”
10. Section 2.11: Added “The Town recommends notifying our dispatching agency when burn permits are issued.”
11. Section 3.1: Added “The Town Manager will attend at least 1 Budgetary Meeting with each FIRE DEPARTMENTS membership, and various meetings with the PRESIDENTS and/or FIRE CHIEFS. Additional meetings can be requested as needed by either department.”
12. Section 3.4 Disbursement: Removed “approved reimbursements” and added “provided that the Purchasing Policy is followed. In the case the TOWN’S purchasing policy is not followed, the invoice will not be paid, and the vendor will be notified to redirect the invoice to the entity that made the purchase without approval. If a payment is denied and either department disagrees with this decision, the decision may be appealed the decision to the Selectboard.”
13. Added new section 3.5 “Responsible Annual Budget Practices”

The FIRE DEPARTMENTS shall be responsible for ensuring FIRE DEPARTMENT annual budgets are adhered to, and that expenses do not exceed the annual amount approved by the TOWN. Budget line items indicate the maximum amount that may be spent in the account. The Town Manager & Fire Chief and/or President shall meet at least quarterly to review Budget/Actuals. Circumstances may arise from time to time and emergency expenses may be necessary to finance the FIRE DEPARTMENTS beyond annual operating expenses. Any expenses above and beyond a FIRE DEPARTMENTS annual approved budget must be sent to the Town Manager in writing, explaining the emergency expense, and the cost. In the case an expense is an emergency that requires immediate attention, the FIRE DEPARTMENT must obtain verbal approval from the Town Manager or the Town Managers designee, and follow up within 24 hours in writing, either via email or letter, justifying the expense. The Purchasing Policy and available funding within a department’s budget shall be the basis for any purchases made by either DEPARTMENT.

14. Added Section 4.2 “Approved Vendors”

The FIRE DEPARTMENTS and the TOWN MANAGER shall hold a meeting prior to August 30, 2023, to develop a list of approved vendors that either FIRE DEPARTMENT

may use to purchase from. This list shall be updated annually, no later than June 30th. The Town Manager will approve the final list. In the case either FIRE DEPARTMENT disagrees with the final list, the decision may be appealed to the Selectboard.

15. Section 4.3 (d) revised section and added “Hazardous Material Response Ordinance shall be followed for all hazardous materials response.”

ATTACHMENT B  
[UPDATED CONTRACT JULY 1, 2023 – JUNE 30, 2025]



**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, 2023 (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 that expired on June 30, 2023;

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

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

WHEREAS, it is the desire of the PARTIES to now enter into a new CONTRACT, effective July 1, 2023 (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 signatures by all PARTIES and shall end June 30, 2025. If a replacement CONTRACT is not signed by June 30, 2025 it will be considered as automatically renewed for a 1-year term unless an Event of Termination has

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

## SECTION 1.2 EVENTS OF TERMINATION

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

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

## SECTION 1.3 EFFECT OF AN EVENT OF TERMINATION

- a) Upon Termination of this CONTRACT by either FIRE DEPARTMENT without resolution, 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 thirty (30) 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 WITH CAUSE

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

## ARTICLE II ... PROVISION OF SERVICES

### SECTION 2.1 SERVICES PROVIDED

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

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

### SECTION 2.2 EMERGENCY MEDICAL SERVICE

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

#### **Emergency Medical Service Response shall be as follows:**

- i. Hartford Dispatch tones the appropriate Fire Department and Ambulance Service.
- ii. Appropriate Fire Department responds to make initial contact with the patient.
- iii. Fire Department gives a radio report with any pertinent information to the ambulance crew responding.
- iv. Ambulance arrives on scene and speaks with person in charge of scene.
- v. Ambulance crew will make determination of transportation needs of the patient.
- vi. Ambulance crew is responsible for patient care upon their arrival.
- vii. Fire Department assists with moving equipment and patient to the ambulance.
- viii. Ambulance crew, if they need a driver, requests this from the fire department.

If Fire Department personnel are licensed and affiliated with the Ambulance service, they may provide care under their guidance.

### SECTION 2.2.1 RESCUE SQUAD

On March 21, 2022, the Selectboard voted unanimously in favor of the West Weathersfield Volunteer Fire Department obtaining a Non-Transport License to develop a Rescue Squad. The Business Plan and Scope of Practice for this Rescue Squad is included as an attachment to this CONTRACT. Any work done by the Rescue Squad shall be done per the Vermont Statewide EMS protocols. An Operational Letter of Agreement shall be renewed between the Rescue Squad and an Emergency Medical Service Provider and turned into the Town Manager per the terms of the Agreement, and this shall be in place in order for the Rescue Squad to be operational. In the case an agreement is not in place, the Rescue Squad is not authorized to provide these services.

### SECTION 2.3 TRAINING

The FIRE DEPARTMENTS shall follow State of Vermont Fire Academy requirements to train members of their Department. **Fire Departments will train their members to the level of service they provide.** 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.

### SECTION 2.4 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 quarterly moving forward. At a minimum, all firefighters within each department shall complete 24 hours of training annually. **Training Certificates shall be updated quarterly and entered into the Fire Department Shared Folder on the TOWNs servers.**

### SECTION 2.5 TRAINING STIPENDS & INCENTIVES

**A Training Stipend or Incentive Plan approved by both FIRE DEPARTMENTS shall be developed no later than August 30, 2023, and distributed to the Town Manager for review. Following approval by the Town Manager, the funding will be entered into each DEPARTMENTS FY25 budget for Selectboard review. Following approval from the Selectboard (if approved), Training Stipends will be included into each FIRE DEPARTMENTS FY25 budget for Town approval. If approved, Training Stipends will go into effect on July 1, 2024.**

### SECTION 2.6 QUARTERLY REPORTS

The FIRE CHIEFS shall provide a quarterly report to the Town Manager **15-days after the close of each quarter fiscal year. Report 1 is due on October 15th, Report 2 is due on January 15th, Report 3 is due on April 15th, and Report 4 is due July 15th year to year.** The

purpose of the report is to keep the TOWN informed as to the operations of the FIRE DEPARTMENTS. At a minimum, **it is recommended** that reports include response time analysis, training analysis, public relations/ education, vehicles and equipment repairs, station maintenance, and the number and type of each incident. 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. It is the Town's responsibility to compile reports with information obtained from each respective Fire Chief and/or designee of each respective Fire Department. **Emergency Reporting Software is the recommended reporting system for both departments.**

## SECTION 2.7 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 September 30, 2023**, the PARTIES shall develop a long-term, ten-year Strategic Plan outlining projected dates when the FIRE DEPARTMENT believes such construction, acquisition, and replacements should occur and with projected costs. The Strategic Plan shall be updated annually by the PARTIES no later than September 1st of each succeeding year. When considering whether to provide additional funds for the acquisition of real property to be used by the FIRE DEPARTMENTS in performing its obligations under this CONTRACT, the TOWN may, in its discretion, opt to acquire and retain title to that real property itself and then make the real property available to the FIRE DEPARTMENTS through one or more leases or through other means, for the FIRE DEPARTMENTS to use to perform its obligations under this CONTRACT. It is the Town's responsibility to compile reports with information obtained from each respective Fire Chief and/or designee of each respective Fire Department.

## SECTION 2.8 EMERGENCY DISPATCH SERVICES

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

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

using this process.

## SECTION 2.9 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 Department 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. **The Fire Chiefs, Town Manager, and Highway Superintendent shall hold 2 meetings per year to discuss dry hydrants, and the Fire Departments shall prepare Vermont Rural Fire Protection Program grants annually, and submit to the Town Manager for signature. The Fire Departments shall provide the Highway Superintendent an updated inventory of Dry Hydrants by June 30<sup>th</sup> of each year.**

## SECTION 2.10 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 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, 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. **The Fire Departments Shall develop a Junior Firefighter Program Policy based on VLCTs template no later than August 30, 2023, for Selectboard review. The Town Manager will develop a Sexual Harassment & Discrimination Policy by August 30, 2023, for Selectboard review.**

## SECTION 2.11 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. It is the Town's responsibility to compile reports with information obtained from each respective Fire Chief and/or designee of each respective Fire Department. **The TOWN recommends notifying our dispatching agency when burn permits are issued for burns exceeding three (3) days.**

## SECTION 2.12 FIRE DEPARTMENT BOUNDARIES

"Service Area" is defined as the area within which the respective Department is responsible for providing fire services.

### ASCUTNEY VOLUNTEER FIRE ASSOCIATION SERVICE AREA

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 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.

### WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT SERVICE AREA

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;

From the Cavendish and Reading Town lines proceeding to 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;

### STRUCTURE FIRES ON WEATHERSFIELD CENTER ROAD

The West Weathersfield Volunteer Fire Department shall service structure fires on the western side of Center Road and on the Western side of Gravelin Road.

The Ascutney Volunteer Fire Association shall service structure fires on the eastern side of Center Road and on the eastern side of Gravelin Road.

#### INCIDENTS OCCURRING ON WEATHERSFIELD CENTER ROAD

The Ascutney Volunteer Fire Association shall service Motor Vehicle Accidents from the intersection of Vermont Route 131 and Weathersfield Center Road to the Weathersfield Center Road and Center Church Rd Intersection.

The West Weathersfield Volunteer Fire Department shall service Motor Vehicle Accidents from the Weathersfield Center Road and Center Church Rd Intersection to the Springfield Town Line.

### ARTICLE III ... OPERATING FUNDS

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

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



It is the Town's responsibility to compile reports with information obtained from each respective Fire Chief and/or designee of each respective Fire Department.

#### SECTION 3.2 LIMITATION OF FUNDING OBLIGATION

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

#### SECTION 3.3 APPROPRIATED OPERATING FUNDS

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

#### SECTION 3.4 DISBURSEMENT

The Annual Appropriation approved at Town Meeting shall be made available to the FIRE DEPARTMENTS through direct payments of invoices **provided that the Purchasing Policy is followed. In the case the TOWN'S purchasing policy is not followed, the invoice will not be paid, and the vendor will be notified to redirect the invoice to the entity that made the purchase without approval. If a payment is denied and either department disagrees with this decision, the decision may be appealed 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 ANNUAL BUDGET BEST PRACTICES

**The FIRE DEPARTMENTS shall be responsible for ensuring FIRE DEPARTMENT annual budgets are adhered to, and that expenses do not exceed the annual amount approved by the TOWN. Budget line items indicate the maximum amount that may be spent in the account. The Town Manager & Fire Chief and/or President shall meet at least quarterly to review Budget/Actuals. Circumstances may arise from time to time and emergency expenses may be necessary to finance the FIRE DEPARTMENTS beyond annual operating expenses. Any expenses above and beyond a FIRE DEPARTMENTS annual approved budget must be sent to the Town Manager in writing, explaining the emergency expense, and the cost. In the case an expense is an emergency that requires immediate attention, the FIRE DEPARTMENT must obtain verbal approval from the Town Manager or the Town Managers designee, and follow up within 24 hours in writing, either via email or letter, justifying the**

expense. The Purchasing Policy and available funding within a department's budget shall be the basis for any purchases made by either DEPARTMENT.

#### SECTION 3.6 DEPARTMENT FUNDRAISING

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

#### SECTION 3.7 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 APPROVED VENDORS

The FIRE DEPARTMENTS and the TOWN MANAGER shall hold a meeting prior to August 30, 2023, to develop a list of approved vendors that either FIRE DEPARTMENT may use to purchase from. This list shall be updated annually, no later than June 30<sup>th</sup>. The Town Manager will approve the final list. In the case either FIRE DEPARTMENT disagrees with the final list, the decision may be appealed to the Selectboard.

#### SECTION 4.3 MAINTENANCE OF VEHICLES, APPARATUS AND EQUIPMENT

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

- c) Any purchases of vehicles or apparatus without Selectboard or TOWN approval will be considered a breach of CONTRACT and will result in withdrawal of all TOWN support and funds. All TOWN owned equipment shall be returned to the TOWN in any event deemed to be a breach of contract.
- d) To offset the cost of Fire Services all, truck billed hazmat reimbursements shall be remitted to the TOWN and deposited into Fire Department Reserves. The **Hazardous Material Response Ordinance shall be followed for all hazardous material response, and remaining monies at year-end will be transferred to fire department reserves.**
- 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.
- d. Any reimbursed funds of any kind shall be deposited into Fire Department reserves.

**SECTION 5.3 DISBURSEMENT OF RESERVE FUNDS**

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

**ARTICLE VI ... TITLE TO PROPERTY**

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

Title to all vehicles and apparatus acquired in whole or in part with monies derived from TOWN Funds shall be in the name of the TOWN. If a FIRE DEPARTMENT adds additional items onto a Fire Truck this will be considered a donation. This section is in effect from the execution of this contract signed by both parties.

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

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

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

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

**ARTICLE VII ... INSURANCE**

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

**SECTION 7.1 LIABILITY INSURANCE**

Weathersfield will provide the FIRE DEPARTMENTS with liability insurance coverage, subject to the provisions of Section 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 7.2 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 FIREDEPARTMENTS with motor vehicle insurance coverage for the vehicles and apparatus owned by the FIRE DEPARTMENTS. The carrier and amount of coverage shall be at the sole discretion of Weathersfield.

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

#### SECTION 7.5 INSURANCE FORMS AND INFORMATION

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

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

#### SECTION 8.1 ASSIGNABILITY

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

SECTION 8.2 AMENDMENT

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

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

SECTION 8.3 GOVERNING LAW

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

SECTION 8.4 ENFORCEMENT

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

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

SECTION 8.4A DISCIPLINE OF MEMBERS

Fire Chiefs of either DEPARTMENT shall discipline members of the their respective department who violate Weathersfield Policies, Rules, or Regulations (as outlined in Section 2.9) and/or State and Federal Law.

SECTION 8.4B DISCIPLINE OF FIRE CHIEF

The FIRE DEPARTMENTS membership agrees to vote in the affirmative to grant the TOWN the authority to discipline the Fire Chief of either DEPARTMENT who violates Weathersfield Policies, Rules, or Regulations (as outlined in Section 2.9) and/or State and Federal Law.

SECTION 8.4C APPEAL PROCESS

Members of a Fire Department may appeal the decision of a Fire Chief to the Town Manager. The Town Manager has the authority to affirm the Fire Chiefs Decision, reverse the decision, or Modify the decision. Members of a Fire Department may appeal the decision of the Town Manager to the Selectboard. The Selectboard has the authority to affirm the Town Manager's decision, reverse the decision, or modify the decision. Fire Chiefs disciplined by the Town Manager may appeal the Town Managers decision to the Selectboard, who has the authority to affirm the Town Managers decision, reverse the decision, or modify the decision.

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 30<sup>th</sup> day of June 2023.

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

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President, Ascutney  
Volunteer Fire Association

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Town Manager, Weathersfield

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Select Board Chair, Weathersfield

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Town Clerk, Weathersfield