

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for November 15, 2017 Regular Selectboard Meeting
7:00pm at the Pomfret Town Offices

Agenda Item	Presenting Individual	Timeframe
1. Call to Order	Chair	7:00pm-
2. Public Comment – for items not on agenda	Chair	7:00-7:10pm
3. Review of Agenda	Chair	7:10-7:15pm
4. Recurring Items and Reports, Including Items for Possible Vote: a) Review, discussion, and approval of minutes: 10/31, 11/01 b) Review, discussion, and approval of Various Municipal Reports c) Warrants for Payment (1) Accounts Payable (2) Payroll	Chair Chair Chair	7:15-7:20pm 7:20-7:25pm 7:25-7:35pm
5. Business Items for Possible Vote: a) Roger Amato Reimbursement b) Transportation Items i) Grant Applications Review/Approval c) Act 46 School Deed Transfer d) Historical Society Artifacts Trailer Location e) Fire Department Contract f) New England Forestry Foundation's Request g) Wandering Steers Issue (Hutt Request) h) Personnel Policy- Payroll Discussion i) Personnel Policy- Section 27 Overtime Discussion j) NEMRC Cloud Subscription k) Fire Alarm Ordinance l) Fire Agreement w/ Hartford re: North End of Town	Joint	7:35-8:35pm
6. Business Items for Discussion a) Review of Assignments b) Selectboard Correspondence	Chair	8:35-8:45pm
7. Closing Public Comments	Chair	8:45-8:50pm

8. Adjournment	Chair	8:55pm
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Town of Pomfret

5218 Pomfret Road
North Pomfret, VT 05053

Draft Minutes of the October 31, 2017 Regular Selectboard Meeting

Present: Emily Grube (Selectboard), Scott Woodward (Selectboard), Michael Reese (Selectboard), John Peters (Selectboard), and Frank Perron (Selectboard by phone).

1. Call to Order: The Vice Chair called the meeting to order at 6:10pm.
2. Public Comment: None.
3. Review of Agenda: No changes.
4. Budget and Town Meeting Warning:
 - (a) The Board discussed scheduling of budget topics as follows:
 - i. November 8: Town Clerk, Treasurer, Auditors, Listers, Selectboard and Capital Planning;
 - ii. November 21: Library, Cemetery Commission, Fire Department and FAST Squad;
 - iii. December 6: Highway, Budget Surplus, General Budget Review, Selectboard Report and Budget Narrative; and
 - iv. December 20: General Budget Review.
 - (b) Board members raised issues for further discussion during budget meetings:
 - i. Scott Woodward noted:
 - A. Combining/extinguishing certain reserve funds;
 - B. School real estate article;
 - C. Road Commissioner funding;
 - D. School forest income; and
 - E. Leaseland quitclaims.
 - ii. Michael Reese noted:
 - A. Changing date/time of Town Meeting.
 - iii. Frank Perron noted:
 - A. Changes to Treasurer line items;
 - B. Roller for grader;
 - C. Purchase of hydroseeder; and
 - D. LaBounty Road intersection.
5. Adjournment: Frank Perron moved, and Scott Woodward seconded, to adjourn the meeting. The Board unanimously approved the motion.

Date: 11/8/2017

Respectfully Submitted,

Michael Reese

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

Draft Minutes of the November 1, 2017 Regular Selectboard Meeting

Present: Michael Reese (Selectboard member), Scott Woodward, (Selectboard Member), Emily Grube (Selectboard Member), John Peters (Selectboard Member) Frank Perron (Selectboard member – by phone), Ellen DesMeules (Treasurer), Jonathan Williams (Assistant to the Selectboard), Curt Peterson, Nancy Matthews, Joanna Long, and Norwood Long

1. Call to Order: Michael Reese called the meeting to order at 7:03pm.
2. Public Comment: There was a public comment related to the budget and an associated spreadsheet. There was a public comment related to purchasing policy updates. There was a public comment related to road repairs. There was comment related to the Teago intersection.
3. Review of Agenda: ‘Agricultural Access Permit’, ‘Doug Tuthill Easement’ ‘Budget Spreadsheet’, ‘Dog Complaint’ and ‘Pomfret Annual Report Request’ were items added to the agenda. The Assistant to the Selectboard reminded the public that if they would like items added to a regular selectboard meeting’s agenda to please submit it by the Friday morning before the following Wednesday’s meeting. Michael Reese moved, and Emily Grube seconded, to approve the changes to the agenda. The Board unanimously approved the motion.
4. Review, Discussion, and Approval of Minutes (10/18, 10/23): Scott Woodward moved, and Michael Reese seconded, to approve the 10/18 and 10/24 meeting minutes as written. The Board unanimously approved the motion.
5. Review, Discussion, and Approval of Various Municipal Reports: There were no reports to review or approve. The Selectboard Assistant gave a brief summary of his ongoing work.
6. Warrants for Payment (1) Accounts Payable (2) Payroll: Michael Reese moved, and Emily Grube seconded, to approve warrants #17041, and #17045. There was discussion. The Treasurer answered questions concerning her reports. The Board unanimously approved the motion.
7. Pomfret Annual Report Request: Nancy Matthews briefed the Selectboard on a request for assistance with the Pomfret Annual Report. The request is for Becky Fielder to assist with the compilation of the annual report. Michael Reese moved, and John Peters seconded, to hire Becky Fielder on behalf of the auditors to serve as a clerical assistant to the Audit Board at the rate of \$17 an hour and other associated employee expenses, for the purposes of preparing the annual report.

There was discussion. The monies are already available in the auditor's budget. Frank Perron noted that he is recusing himself from voting on this issue. The Board unanimously approved the motion with one abstention.

8. Budget Spreadsheet: Nancy Matthews briefed the Selectboard on a budget spreadsheet that will be incorporated into the annual report, and there was discussion.
9. Historical Society Artifacts Trailer Location: John Peters briefed the Selectboard on this item and there was discussion. This item will be discussed at the next Fire Department meeting. This item shall be added to the next regular selectboard meeting's agenda.
10. Transportation Items:
 - (a) Road Commissioners Update: Scott Woodward and Frank Perron briefed the Selectboard on this item and there was discussion. Art has replaced Terry on the grader. Allen Hill Road has been graded. The next roads to be graded are Webster Hill Road and Rudge Road. Pomfret was not impacted by the latest storm. Culverts on Thistle Hill and near the town garage need to be unplugged. Snow fences need to be put up soon. Allen Rowel from Norwich may come help with grading in the future.
 - (b) Teago Intersection: Frank Perron briefed the Selectboard on this item. There is an effort to have state highway engineers come and conduct a study. There was discussion by the Selectboard and members of the public.
 - (c) Grant Applications: The Assistant to the Selectboard briefed the Selectboard on this item concerning a Better Roads Category A grant application drafted by TRORC, and other potential grant applications/programs, and there was discussion. This item will be added to the next regular selectboard meeting.
 - (d) Highway Ordinance Edits: Scott Woodward briefed the Selectboard on this item and there was discussion. Notes from FEMA and TRORC regarding the replacement of culverts and the associated requirements (headwalls and splash pads) was discussed. The town's access permit/highway ordinance will need to be changed as a result. There was discussion by the Selectboard. Scott Woodward will draft a revision of the ordinance.
 - (e) FEMA Update: Scott Woodward briefed the Selectboard and the public on this item. FEMA site inspections occurred on October 19th, 2017. FEMA visited sites in town where work had not been completed. The inspections went very smoothly and the town is in good shape with FEMA right now. The Disaster Inventory (DI) has been completed. All of the costs need to be collated and lined up with what FEMA considers to be individual projects. Pomfret needs to go through VTrans to get reimbursement for Pomfret Road due to state and federal (FHWA) requirements. 5 or 6 sites were identified on Pomfret Road. The part of the road near Doug Tuthill's property was identified as a site needing major work. This site alone is estimated to require \$100,000 to fix. The town will try and complete the work at this specific site before winter.

(f) Doug Tuthill Easement Request: Scott Woodward briefed the Selectboard on this item and there was discussion. An easement will need to be executed with Doug Tuthill. Michael Reese provided a template document which Scott Woodward has amended. The exact measurements for the work site are required. Michael Reese moved and Emily Grube seconded to authorize the road commissioners to enter into an easement transaction with the land owners the Tuthills for the repair of Pomfret Road. The board unanimously approved the motion.

(g) Agricultural Access Permit: Michael Reese read aloud the agricultural access permit application's details submitted by William Nassal for the use of pasture, orchard and logging access at 1162 Galaxy Hill Road. A site visit was conducted by Emily Grube and Frank Perron. There was discussion by the Selectboard and requirements for the agricultural access permits were reviewed. Emily Grube moved, and Michael Reese seconded to approve the agricultural access for William Nassal at 1162 Galaxy Hill Road, with the additional conditions so that the access is properly sloped and shaped so that water does not enter the public right of way. The roll was called: Frank Perron – aye, Michael Reese- aye, Scott Woodward – aye, John Peters – aye, Emily Grube – aye and the board unanimously approved the motion. Michael Reese signed the permit as Vice Chair and Scott Woodward signed as Road Commissioner.

Michael Reese moved, and Emily Grube seconded to have the Assistant to the Selectboard change the Agricultural Access Permit application form to require an 18” culvert (like the driveway access permit application form. The roll was called: Frank Perron – aye, Michael Reese- aye, Scott Woodward – aye, John Peters – aye, Emily Grube – aye and the board unanimously approved the motion.

(h) Salt Bids Opening/Possible Decision: The salt bids were opened and read aloud. Apalachee Salt - \$78 per ton. Additional options were provided for treatment with corrosion inhibitor - \$93.per ton; supply guaranteed. Cargill - \$72.33 a ton, estimated usage 1,000 tons. Morton Salt – 20 ton minimum \$78.49 per ton. Eastern Salt Company – anti caking ‘flow Ease’ coating with flow ease, minimum truck loads at \$93 per ton. American Rock Salt - \$72.25, 22 ton minimum, availability not guaranteed. The state bids were reviewed. Emily Grube moved, and Scott Woodward seconded, to instruct the Selectboard Assistant to secure American Rock Salt's bid with availability as a guarantee, and then Cargill's bid with availability as a guarantee if that is not possible, and if neither is possible, to go with Cargill if neither can guarantee supply. The roll was called: Frank Perron – aye, Michael Reese- aye, Scott Woodward – aye, John Peters – aye, Emily Grube – aye and the board unanimously approved the motion.

11. FD Contract: Michael Reese briefed the Selectboard on this item and there was discussion. A draft may be ready by the next regular Selectboard meeting. This item shall be added to the next regular selectboard meeting's agenda.

12. Personnel Policy Issue: Scott Woodward briefed the Selectboard on this item and there was discussion. VLCT provided an opinion as to what they think the town's personnel policy means. Their opinion is: with regards to the sick leave policy, days are provided as a lump sum. With regards to the vacation leave policy, the League's opinion is that it is an accrual method. The town's actual practice is different than what the League's interpretation of the policy is. There was discussion by the Selectboard, the Assistant to the Selectboard, and the Treasurer.
13. Rip-rap Reimbursement: Scott Woodward briefed the Selectboard on this item and there was discussion. Reimbursing Roger Amato for his installation of rip-rap armor along the stream across Bunker Hill Road was discussed by the Selectboard.
14. Act 250 Update: Emily Grube briefed the Selectboard on this item and there was discussion. Michael Reese recused himself from the discussion of this issue. The Suicide Six Act 250 hearing occurred and there was a site visit. The question of offering legal assistance/advice to the Zoning Board of Adjustment was discussed. Scott Woodward moved, and John Peters seconded to offer to the Zoning Board of Adjustment any legal assistance they may require in dealing with the Suicide Six Act 250 process/issue. Frank Perron and Michael Reese recused themselves from the vote. The roll was called: John Peters -aye, Scott Woodward – aye, Emily Grube – aye and the motion carried with two abstentions.
15. Dog Update: There was discussion by the Selectboard regarding the dog incident on Bunker Hill Road. Frank Perron will follow up on this issue.
16. Selectboard Correspondence:
 - (a) Catering Permits: Liquor catering permits have been issued to Belly Up LLC (The Barnard Inn Restaurant) for events at ArtisTree on Friday 12/1/2017 and 12/8/2017
17. Review of Assignments:
 - (a) Transfer of School Property: Frank Perron briefed the Selectboard on this item and there was discussion. Bob Coates is scheduled to discuss this issue with the Selectboard on November 15, 2017.
 - (b) Other Assignments: Selectboard assignments/tasks were reviewed. Invitations to various groups/offices to the upcoming special budget meetings were discussed. The Town's finances and bookkeeping was discussed.
18. Public Comment: There was comment from selectboard members related to employee evaluations. There was no executive session.
19. Adjournment: Frank Perron moved, and John Peters seconded, to adjourn the meeting at 10:13pm. The Board unanimously approved the motion.

Date: 11/03/2017

Respectfully Submitted,

Jonathan Williams, Assistant

Approved by the Board at _____ Meeting



Pomfret, Vermont

5218 Pomfret Road, North Pomfret, VT 05053

(802) 457 3861

Jonathan L. Williams

Selectboard Assistant's Report

November 10, 2017

In the last two weeks I have worked to assist the Pomfret Selectboard with their series of special budget meetings. This includes scheduling and inviting the various town departments, commissions, committees, and other municipal entities to the meetings.

As instructed I have attempted to find additional funding sources (grants) for highway department equipment/projects. I have also acted to remind the selectboard, the road commissioners, and the highway department of various grant opportunities available to the town. The Transportation Alternatives grant program and the Better Roads grant program both have application deadlines at the end of this month.

I followed up with the companies that issued bids for the town's salt purchase RFP. I was able to secure a promise of 'guaranteed availability' at the price American Rock Salt provided, and subsequently have coordinated delivery from American Rock salt.

At the request of the Selectboard I have amended and formatted the agricultural access permit.

This work is in addition to my other assigned and regular duties which include the editing and posting of the draft and approved meeting minutes and warrants, the drafting of the Selectboard's meeting agendas and notices, maintenance of the town website and its digital archives, and the generation of emails and correspondence pertaining to Selectboard and town business. Please let me know if you have any additional questions regarding this or any other work. As always, I am happy to help.

Thank you,

-Jonathan

Re: Request for Reports

Karen Hewitt

Wed 11/8/2017 4:49 PM

Inbox

To: Jonathan Williams <jonathan.williams@pomfretvt.us>; Becky Fielder <Clerk@pomfretvt.us>; Ellen DesMeules <Treasurer@pomfretvt.us>; Art Lewin <Art.Lewin@pomfretvt.us>;

Nothing really from me other than payments have been made on some properties and still trying to resolve Citimortgage warrant as no party seems to want to pay.

Karen

Karen L. Hewitt
Collector of Delinquent Taxes/
Zoning Administrator
[5218 Pomfret Road](#)
[North Pomfret, VT 05053](#)

Phone: 802-299-8211

Karen.hewitt@pomfretvt.us

From: Jonathan Williams
Sent: Wednesday, November 8, 2017 4:20:37 PM
To: Becky Fielder; Ellen DesMeules; Art Lewin; Karen Hewitt
Subject: Request for Reports

Hi All,
I hope everyone is well. If anyone has any reports or comments they'd like included in the 11/15/17 meeting agenda packet, please send them my way before midday Friday.

Thank you and take care,
-Jonathan

Jonathan L. Williams
Assistant to the Pomfret Selectboard

POMFRET FALSE ALARM ORDINANCE

1. TITLE, AUTHORITY AND ADOPTION

1.1 This ordinance (“Ordinance”) is designated a civil ordinance based on the authority of 24 VSA § 1971 and 24 VSA § 2291(14) & (15), may be enforced by any issuing law enforcement officer or the Town of Pomfret (“Town”) and shall be subject to fines pursuant to 24 VSA § 1974a.

2. PURPOSE

2.1 The Town's emergency services organizations have responded to repeated False Alarms from the same sources. Not only is responding to False Alarms costly for the Town, but it hinders the availability of the organizations to respond to real alarms. Therefore, False Alarms are hereby declared to be a public nuisance.

3. DEFINITIONS

3.1 The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Other words, terms and phrases shall have the meanings ascribed by Vermont law or in the event no legal definition exists, their customary and usual meaning.

3.1.1. “*Alarm System*” shall mean any mechanism or device that is used for the detection of heath, fire, flame, smoke, carbon monoxide, medical alert and or Life-Line or unauthorized entry and which is designed to emit an audio or visual signal and/or to transmit to an alarm monitoring facility a signal, message, warning, or other indication of an occurrence requiring response by Pomfret emergency services personnel.

3.1.2. “*Alarm System User*” shall mean any person, partnership, firm, association, or any other entity in control and/or ownership of any building, structure, premises, or facility where an Alarm System is installed, operated or maintained, except for any Town or School Alarm Systems.

3.1.3. “*Key Lock Box*” shall mean a small wall-mounted safe that holds building keys to allow entrance to the building by emergency response personnel.

3.1.4. “*False Alarm*” shall mean the activation of an Alarm System and/or the subsequent notification given by an alarm monitoring facility or others that an emergency exists when an emergency does not exist, and to which Pomfret emergency services personnel have been alerted. The activation of an Alarm System caused by violent conditions of nature or other extraordinary circumstances beyond the control of the Alarm System User does not constitute a False Alarms.

4. ALARM SYSTEM RULES AND PENALTIES

4.1 Registration: All Alarm System Users shall register their Alarm Systems with the Town identifying their name, E-911 address, mailing address, telephone number, and email

address. The penalty for failure to register an alarm system shall be \$100.00 and the waiver fee shall be \$50.00.

4.2 Prohibited Devices: No person shall install or operate an alarm system that transmits a pre-recorded message requesting an emergency response. The penalty for the first offense shall be \$200.00, and waiver fee shall be \$100.00. The penalty for the second and subsequent offenses shall be \$300.00 for each offense and the waiver fee shall be \$150.00 for each offense.

4.3 False Alarms:

4.3.1. False Alarms shall constitute a violation of this Ordinance, except for the first False Alarm within a twelve month period.

4.3.1.1. No penalty shall be imposed for the second False Alarm within a twelve month period if, following a first False Alarm, the Alarm System user has submitted a written report pursuant to Section 4.3.2.

4.3.1.2. If a written report pursuant to Section 4.3.1.1. has not been submitted, the penalty for the second and subsequent offenses for a False Alarm within a twelve-month period shall be \$500.00. The waiver fee shall be \$300.00 for the second offense and \$400.00 for the third and subsequent offenses.

4.3.1.3. The penalty for the first offense for a False Alarm from an unregistered Alarm System within a twelve month period shall be \$400.00 and the penalty for the second and subsequent offenses within a twelve month period shall be \$500.00 for each offense. The waiver fee shall be established at \$300.00 for the first offense and \$400.00 for the second and subsequent offenses.

4.3.2. Upon written notice from the Town to an Alarm System User following a False Alarm, an Alarm System User shall file a written report within seven calendar days indicating that the Alarm System has been inspected and repaired, if necessary, by a person holding a Vermont master or journeyman electrician license, or journeyman type-1 commercial fire alarm system. Failure to obtain the necessary inspection or to file said written report within the prescribed time shall result in a penalty of \$100.00 and the waiver fee shall be \$50.00.

4.4 Lock Boxes: Lock boxes are required on all buildings that have an Alarm System. Failure to do so shall result in a penalty of \$200.00 for the first offense and a waiver fee of \$100.00. The penalty for the second and subsequent offenses shall be \$300.00 for each offense and a waiver fee of \$150.00 for the second and each subsequent offense.

5. LIABILITY

5.1 This Ordinance shall not constitute acceptance by the Town for any liability to maintain any equipment, to answer alarms, or to take any action in connection therewith.

6. SEVERABILITY

6.1 If any section, subsection , or any part thereof, is for any reason held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof.

7. PUBLICATION AND POSTING

7.1 This Ordinance shall be entered in the Selectboard minutes, filed with the Town Clerk and posted in at least five places within the Town. A notice of this Ordinance shall be published in the Vermont Standard, not later than fourteen days following the date when this Ordinance is adopted.

8. INFORMATION

8.1 The Assistant to the Selectboard (802-457-3861, 5218 Pomfret Road, North Pomfret, Vermont 05053) is available to respond to inquiries and provide a full text of this Ordinance.

9. RIGHT TO PETITION

9.1 Qualified voters may petition for a vote on the question of disapproving this Ordinance within forty four days day from the date of its adoption by the Selectboard as provided in 24 VSA § 1973.

10. ADOPTION AND EFFECTIVE DATE

10.1 This Ordinance is hereby adopted by the Pomfret Selectboard on this ___ day of _____, 2017, and shall, unless a proper petition is filed, become effective sixty days from this date.

TOWN OF POMFRET
SELECTBOARD

Sheila Hopkins

Frank Perron

Emily Grube

Michael Reese

Scott Woodward

Date: _____

Fire Protection Agreement, Draft Version No. 7, November 7, 2017

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (“Agreement”) is made and entered into as of _____ by and between the Selectboard of the Town of Pomfret (“Pomfret”) the and Pomfret – Teago Volunteer Fire Department, Inc., a 501(c)(3) nonprofit corporation (“Department”).

PREAMBLE

WHEREAS, the Department provides necessary and valuable fire protection and emergency rescue services to Pomfret;

WHEREAS, Pomfret relies on the Department for such services to its residents, inhabitants, visitors and properties;

WHEREAS, the Department recognizes that transparency is an important aspect receiving taxpayer assistance and of being a nonprofit organization performing a public function.

NOW, THEREFORE, for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

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

“Annual Budget” is the Department’s projected annual operating income and expenses that will be used as the basis for developing an Annual Appropriation.

“Annual Appropriation” is the amount of taxpayer money agreed to by both parties to offset the Department’s annual operating expenses, which will be contained in a warned article to be voted on at the annual Town Meeting.

“Call” means an event or situation which the Department is requested to provide Services in response to such event or situation.

“Emergency Services Provider” or “ESP” shall mean the Fast Squad or any other organization authorized and able to provide Services within Pomfret.

“Fiscal Year” shall mean the fiscal year of Pomfret, which begins on July 1st of each year and concludes on June 30th of the following year.

“General Fund” means the General Fund of Pomfret, pursuant to 17 V.S.A. § 2664 (2015).

“Operating Funds” the amount of money requested by the Department to be appropriated by Voters for the Department’s fiscal year expenditures; generally, non-capital expenditures.

“Pomfret Funds” means taxpayer money of the Town of Pomfret.

“Public Hydrant” means a fire hydrant installed with public funds, either grant funding or taxpayer money, or a combination of both.

“Reserve Fund” means a Reserve Fund pursuant to 24 V.S.A. § 2804 (2014), created and funded by Voters at Annual or Special Town Meeting and once established and funded is under the control and direction of the Select Board.

“Services” means non-medical emergency services, such as private fire alarm activations, as well as emergency services, such as motor vehicle accidents, wires down, car fires, grass and brush fires, mutual aid requests, structure fires and natural disasters. Services specifically exclude emergency medical services and patient transport.

“Service Area” means Pomfret, which is the area within which the Department is responsible for providing Services. Service area also includes areas outside of Pomfret where the Department provides service through its mutual aid agreements.

ARTICLE II PROVISION OF SERVICES

Section 2.1 Services

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

Section 2.2 Obligation to Provide Services

The Department shall provide Services 24 hours a day, 7 days a week, throughout the year.

Section 2.3 Provision of Services

It is understood that the Department is a volunteer organization and does not staff either station, meaning that the Department personnel available to respond to calls must first travel to a station from wherever they are located at the time the call is dispatched. It is further understood that the Service Area is rural in nature and is prone to inclement weather. It is understood the Department response time for a call may be delayed or inhibited by these factors. However, the Department shall respond to all Calls with sufficient personnel as safely and promptly as possible, keeping in mind first and foremost the safety of the public at large, the safety of firefighters, and the requirements and limitations of applicable Vermont law. The Department shall use mutual aid support as needed to fulfill this duty.

Section 2.4 Emergency Dispatch Services

Pomfret shall be responsible for providing the Department with Emergency Dispatch Services. The method and means of providing such Emergency Dispatch Services shall be determined by Pomfret, following consultation and discussion with the fire chief.

Section 2.5 Public Hydrants

(A) The Department shall be responsible for recommending the placement of new public hydrants.

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

(C) As practicable, Pomfret shall be responsible for maintaining such public hydrants and year-round access to them. Pomfret shall also be responsible for acquiring property rights necessary to perform maintenance and provide access to hydrants for the Department. As the need arises, the Town shall delegate to the Department those rights

Fire Protection Agreement, Draft Version No. 7, November 7, 2017

that are necessary for the Department to make use of public hydrants for testing or emergency conditions.

Section 2.6 Mutual Aid Agreements

By this Agreement the Department is authorized to enter into a mutual aid fire protection agreement with other duly authorized fire departments, whether municipal, private or volunteer to provide mutual aid and assistance when requested from other departments outside of Pomfret.

ARTICLE III OPERATING & CAPITAL FUNDS

Section 3.1 Annual Budget; Reserve Funds

(A) On or before November 1st of each year, the Department shall prepare and submit to the Select Board the following:

- (i) A reconciled financial statement representing the most recently completed fiscal year, prepared in accordance with Generally Accepted Accounting Principles (GAAP), showing all assets, liabilities, income and expenditures of the Department regardless of source or use;
- (ii) The current fiscal year's actual income and expenses to date and projections for the remainder of the fiscal year;
- (iii) The projected annual budget for the next fiscal year with written justification for expected costs, and showing the requested annual appropriation;
- (iv) Any written requests for funds to be placed into or spent from the Reserve Funds in accordance with the Town's capital budget and Program, along with justification.
- (v) An inventory of equipment, including vehicles, and SCBA (Self-Contained Breathing Apparatus) and bunker gear (PPE- Personal Protective Equipment), paid for in full or in part with taxpayer money. The inventory shall include: (a) serial or other identification number (for vehicles, the Vehicle Identification Number), (b) manufacturer and model number, (c) description of condition, (d) year purchased, and (e) a record for such of any repair/maintenance/testing/inspection/certification in the last fiscal year.
- (vi) The Select Board shall review the Department's Operating Funds request, and, when submitted, capital spending requests. The Select Board shall submit its feedback and recommendation to the Department no later than 15 calendar days from the time of the Department's submission(s). In the event that the Department disagrees with the Select Board's recommendation, both the Department and Select Board shall meet to resolve disagreements within 15 calendar days of the Select Board's recommendation to the Department. If disagreements still remain, the parties shall engage the services of a mutually agreed upon mediator(s). Once disagreements have been resolved, the Select Board will draft an article for Operating Funds to be placed on the warning for the next annual Town Meeting as a separately warned article and will schedule

expenditure of capital purchases to be made in accordance with the Town of Pomfret Purchasing Policy and competitive bidding procedures.

Section 3.2 Capital Planning

The Selectboard and the Department shall work together on drafting and updating a capital budget and program that takes into account long range costs and expected dates for replacement of vehicles and PPE, as well as desired reserve levels to fund these costs as anticipated.

Section 3.3 Payments

In accordance with the Annual Appropriation for the Department's Operating Funds, disbursement shall be made as expenses are incurred. The Fire Department shall submit expenses to the Town Treasurer no later than the last business day of each month, or as needed. The Treasurer will include Department expenses as party of the Town's recurring accounts payable warrants authorized and signed by the Select Board.

In the event of major unplanned maintenance/replacement/repair costs not included in the Department's budget, and not covered by an insurance policy, the Department may submit a request to the Select Board to use money from an applicable Reserve Fund.

ARTICLE IV REPORTING

Section 4.1 Fire Services Reporting

The Department shall report the following information by November 1 for the previous fiscal year to the Select Board: (1) The number and nature (without personally identifiable information) of all calls to the Department, including the vehicles and number of firefighters who responded to each call, (2) the status of hose and pump equipment testing, (3) the status of training, including firefighter certification, (4) any mutual aid response to or by the Department. Additionally, the Department shall provide its current Standard Operating Procedures (SOP's) and any mutual aid agreements.

ARTICLE V MAINTENANCE OF EQUIPMENT

Section 5.1 Maintenance of Vehicles, Apparatus and Equipment

The Department is responsible for performing or ensuring routine preventative maintenance and break-fix maintenance for all vehicles and equipment. As part of its projected annual budget, the Department shall include anticipated maintenance costs.

Section 5.2 Property Title

Title to vehicles, apparatus or other equipment acquired in whole or in part with taxpayer money shall be in the name of the Department but shall not be transferred without permission of the Select Board.

ARTICLE VI INSURANCE

Section 6.1 Insurance

Pomfret will provide the Department with liability, casualty (including Department-owned real property and buildings), workers' compensation, vehicle (all vehicles and apparatus) insurance coverage, subject to the provisions of Section 6.2. Such coverage shall include the Department owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of Pomfret.

Section 6.2 Limitation of Insurance

Pomfret shall only be obligated to provide the insurance coverage set forth in Sections 6.1-6.4 if the following conditions are satisfied:

- (A) The Department must allow representatives and agents of the insurance carriers access to all property and records of the Department that such insurance carriers reasonably request; and
- (B) The Department must take any and all actions, and comply fully with any and all changes in policy, procedure, property or equipment that are required by any insurance carrier as a condition of continued coverage.
- (C) If the Department fails to comply with the above provisions, Pomfret may choose to discontinue insurance coverage. In the event Pomfret exercises the right to discontinue insurance coverage, the Department shall be responsible for obtaining such insurance coverage and shall indemnify and hold harmless Pomfret for any claim that may be asserted against it that otherwise would have been covered by such insurance provided by Pomfret. The Department is responsible for obtaining and paying for insurance it wishes to have over and above the coverage provided by Pomfret.

Section 6.6 Insurance Forms and Information

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

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Dissolution of the Department

Upon dissolution of the Department, or otherwise cessation of regular operations, ownership of Department-owned assets purchased in whole or in part with Pomfret Funds shall be transferred to Pomfret. All other assets purchased solely by the Department shall be distributed as allowed by law.

Section 7.3 Term & Amendment

The term of this Agreement shall be for 5 years from the date both parties have signed the Agreement. As the need arises, this agreement may be amended by consent and ratification of both parties.

Section 7.4 Termination

Either party may terminate this Agreement without cause between July 1st and November 1. Termination will not impact the current fiscal year in progress. Termination must be made in writing to the other party with at least 60 days notice and must include an explanation for unilateral termination.

Section 7.5 Hold Harmless

The Department shall defend, indemnify and hold Pomfret, its officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Department in performance of this Agreement, except for injuries and damages caused by the sole gross negligence of Pomfret.

Section 7.6 Entire Agreement

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

Dated at town of Pomfret, Vermont, this _____ day of _____, 2017.

Pomfret Select Board:

Pomfret – Teago Fire Department

This Agreement is entered with the official approval of the Select Board for the Town of Pomfret, Vermont, by their action during a duly warned public meeting on the ____ day of _____, 2017.

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (“Agreement”) is made and entered into as of _____ by and between the ~~Select~~ Board of the Town of Pomfret (“Pomfret”) the and Pomfret – Teago Volunteer Fire Department, Inc., a 501(c)(3) nonprofit corporation (“Department”).

PREAMBLE

~~WHEREAS, The Department is and wishes to continue to be a private volunteer organization, separate and apart from Pomfret providing services to Pomfret as an IRS-designated 501(c)(3) nonprofit corporation;~~

WHEREAS, the Department provides necessary and valuable fire protection and emergency rescue services to Pomfret;

WHEREAS, Pomfret relies on the Department for such services to its residents, inhabitants, visitors and properties;

~~WHEREAS, Pomfret recognizes a responsibility to provide an appropriate level of financial assistance to the Department in exchange for services provided by the Department;~~

~~WHEREAS, the Department recognizes that fund-raising is a necessary part of being a private nonprofit corporation;~~

WHEREAS, the Department recognizes that transparency is an important aspect receiving taxpayer assistance and of being a nonprofit organization performing a public function.

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

ARTICLE I DEFINITIONS

Section 1.1 Definitions

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

“Annual Budget” is the Department’s projected annual operating income and expenses that will be used as the basis for developing an Annual Appropriation.

“Annual Appropriation” is the amount of taxpayer money agreed to by both parties to offset the Department’s annual operating expenses, which will be contained in a warned article to be voted on at the annual Town Meeting.

~~“Annual Town Meeting” means the Annual Town Meeting pursuant to 17 V.S.A. § 2640 (2013).~~

“Call” means an event or situation which the Department is requested to provide Services in response to such event or situation.

~~“Emergency Dispatch Services” means the operation of a communications center which receives notification of Calls, Dispatches the Department, and provides the Department with the means to request assistance from other Emergency Services Providers and public safety agencies, which is located in Woodstock, Vermont.~~

“Emergency Services Provider” or “ESP” shall mean the Fast Squad or any other organization authorized and able to provide Services within Pomfret.

“Fiscal Year” shall mean the fiscal year of Pomfret, which begins on July 1st of each year and concludes on June 30th of the following year.

“General Fund” means the General Fund of Pomfret, pursuant to 17 V.S.A. § 2664 (2015).

“Operating Funds” the amount of money requested by the Department to be appropriated by Voters for the Department’s fiscal year expenditures; generally, non-capital expenditures.

“Pomfret Funds” means taxpayer money of the Town of Pomfret.

~~“Pomfret Purchasing Policy” means the official purchasing policy of Pomfret (2014).~~

~~“Private Money” means donations or other money raised solely by the Department that will be put toward operating or capital expenditures.~~

“Public Hydrant” means a fire hydrant installed with public funds, either grant funding or taxpayer money, or a combination of both.

“Reserve Fund” means a Reserve Fund pursuant to 24 V.S.A. § 2804 (2014), created and funded by Voters at Annual or Special Town Meeting and once established and funded is under the control and direction of the Select Board.

~~“Response Time” means the time that elapses between the moment of Dispatch and the moment the Department Personnel arrive at the location of the Call.~~

“Services” means non-medical emergency services, such as private fire alarm activations, as well as emergency services, such as motor vehicle accidents, wires down, car fires, grass and brush fires, mutual aid requests, structure fires and natural disasters. Services specifically exclude emergency medical services and patient transport.

“Service Area” means Pomfret, which is the area within which the Department is responsible for providing Services. Service area also includes areas outside of Pomfret where the Department provides service through its mutual aid agreements.

~~“Station” means one of two locations, one in South Pomfret and one in North Pomfret, at which the Department stores its apparatus and equipment and from which it responds to Calls.~~

ARTICLE II PROVISION OF SERVICES

Section 2.1 Services

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

Section 2.2 Obligation to Provide Services

The Department shall provide Services 24 hours a day, 7 days a week, throughout the year.

Section 2.3 Provision of Services

It is understood that the Department is a volunteer organization and does not ~~regularly~~ staff ~~either the~~ Station, meaning that the Department personnel available to respond to calls must first travel to ~~a the~~ Station from wherever they are located at the time the call is dispatched. It is further understood that the Service Area is rural in nature and is prone to inclement weather. It is understood the Department response time for a call may be delayed or inhibited by these factors. However,

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- ~~(A) If the Response Time for a call exceeds 45 minutes, the Department will provide Pomfret with the reason(s) for the delayed Response Time.~~
- ~~(B) If the Department Fails to Respond to more than 3 calls within a 6-month period, the Department will provide Pomfret with documentation as to why the Department failed to respond to the particular calls.~~
 - ~~(i) For purposes of Section 2.3(B), "Fails to Respond" shall mean the failure of at least 1 member of the Department to respond to a call, thus necessitating that another ESP be dispatched to provide services.~~
 - ~~(ii) The provision of Services by another ESP at the request of the Department because of the Department's active involvement in providing services in response to a prior call shall not constitute a "Fails to Respond."~~
 - ~~(iii) The provision of Services by another ESP at the request of the Department because of that ESP's ability to provide services the Department is not trained or equipped to provide shall not constitute a "Fails to Respond."~~
 - ~~(iv) The provision of Services by another ESP at the request of the Department because of that ESP's ability to arrive at the location of the Call more quickly than the Department shall not constitute a "Fails to Respond."~~
 - ~~(v) The provision of Services by another ESP at the request of the Department because of the Department's inability to respond due to inclement weather or adverse road conditions shall not constitute a "Fails to Respond."~~
 - ~~(vi) The provision of Services by another ESP at the request of the Department because of the Department's inability to respond due to equipment breakdown shall not constitute a "Fails to Respond;" provided, however, that if the Department knew of the breakdown prior to the Call being Dispatched, the Department made arrangements with the responding ESP for such provision of Services.~~

~~t~~The Department shall respond to all Calls with sufficient personnel as safely and promptly as possible, keeping in mind first and foremost the safety of the public at large, the safety of firefighters, and the requirements and limitations of applicable Vermont law. The Department shall use mutual aid support as needed to fulfill this duty.

Section 2.4 Emergency Dispatch Services

Pomfret shall be responsible for providing the Department with Emergency Dispatch Services. The method and means of providing such Emergency Dispatch Services shall be determined by Pomfret, following consultation and discussion with the fire chief, ~~and may be provided by a subcontractor.~~

~~If the Department has problems or difficulties with the Emergency Dispatch Services provided for Pomfret, the Department shall bring such problems or difficulties to the attention of the Select Board. The Select Board will investigate such problems or difficulties, select the most appropriate way to attempt to resolve such problems or difficulties, and shall work on behalf of the Department to resolve such problem or difficulty.~~

Section 2.5 Public Hydrants

- (A) The Department shall be responsible for recommending the placement of new public hydrants.
- (B) The Department shall be responsible for pursuing grants to fund the construction and installation of new public hydrants.
- (C) As practicable, Pomfret shall be responsible for maintaining such public hydrants and year-round access to them performing or contracting for maintenance and access of public hydrants located within town boundaries. Pomfret shall also be responsible for acquiring property rights necessary to perform maintenance and provide access to hydrants for the Department. As the need arises, the Town shall delegate convey to the Department those rights that are necessary for the Department to make use of public hydrants for testing or emergency conditions.

Section 2.6 Mutual Aid Agreements

By this Agreement the Department is authorized to enter into a mutual aid fire protection agreement with other duly authorized fire departments, whether municipal, private or volunteer, ~~wherever and whenever appropriate. Pomfret shall not limit the decision of the Fire Chief to~~ provide mutual aid and assistance when requested from other departments outside of Pomfret.

ARTICLE III OPERATING & CAPITAL FUNDS

Section 3.1 Annual Budget; Reserve Funds Operating & Capital Expenditures

- (A) On or before November 1st of each year, the Department shall prepare and submit to the Select Board the following:
 - (i) A reconciled financial statement representing the most recently completed fiscal year, prepared in accordance with Generally Accepted Accounting Principles (GAAP), showing all assets, liabilities, income and expenditures of the Department regardless of source or use;
 - (ii) The current fiscal year's ~~budget and~~ actual income and expenses to date and projections for the remainder of the fiscal year;
 - (iii) The projected annual budget for the next fiscal year with written justification for expected costs, and showing the requested annual appropriation;

- (iv) ~~Any written requests for funds to be placed into or spent from the Reserve Funds in accordance with the Town's capital budget and Program, along with justification.~~
~~The previous year's fundraising report, detailing all monetary or in-kind donations received by the Fire Department, as well as details of actual and planned expenditures of fundraising dollars;~~
- (v) An inventory of equipment, including vehicles, and SCBA (Self-Contained Breathing Apparatus) and bunker gear (PPE- Personal Protective Equipment), paid for in full or in part with taxpayer money. The inventory shall include: (a) serial or other identification number (for vehicles, the Vehicle Identification Number), (b) manufacturer and model number, (c) description of condition, (d) year purchased, and (e) a record for such of any repair/maintenance/testing/inspection/certification in the last fiscal year. ~~year placed into service, and (f) if applicable, to whom with the Department the equipment is assigned;~~
- (vi) The Select Board shall review the Department's Operating Funds request, and, when submitted, capital spending requests. The Select Board shall submit its feedback and recommendation to the Department no later than 15 calendar days from the time of the Department's submission(s). In the event that the Department disagrees with the Select Board's recommendation, both the Department and Select Board shall meet to resolve disagreements within 15 calendar days of the Select Board's recommendation to the Department. If disagreements still remain, the parties shall engage the services of a mutually agreed upon mediator(s). Once disagreements have been resolved, the Select Board will draft an article for Operating Funds to be placed on the warning for the next annual Town Meeting as a separately warned article and will schedule expenditure of capital purchases to be made in accordance with the Town of Pomfret Purchasing Policy and competitive bidding procedures.

~~A written funding request for Operating Funds, representing the amount the Department wishes Voters to raise in taxes for annual operating costs for the next fiscal year; and~~

Section 3.2 Capital Planning

~~The Selectboard and the Department, or the Capital Planning Committee appointed by the Select Board, shall work together on with the in shall be jointly responsible for **drafting and updating a capital budget and program that takes into account long range costs and expected dates for replacement of vehicles and PPE, as well as desired reserve levels to fund these costs as anticipated.** plan. The plan shall be updated annually before budget season begins. As capital expenditures from the plan become necessary, the Department shall submit a written spending request to the Select Board. Requests for capital expenditures shall be reviewed against and made in accordance with the capital plan. Capital spending requests must include the amount of private money set aside by the Department for requested capital expenditures.—~~

- (B) ~~The Select Board shall review the Department's Operating Funds request, and, when submitted, capital spending requests. The Select Board shall submit its feedback and recommendation to the Department no later than 15 calendar days from the time of the Department's submission(s). In the event that the Department disagrees with the Select Board's recommendation, both the Department and Select Board shall meet to resolve disagreements within 15 calendar days of the Select Board's recommendation to the Department. If disagreements still remain, the parties shall engage the services of a mutually agreed upon mediator(s). Once disagreements have been resolved, the Select Board will draft an article for Operating Funds to be placed on the warning for the next annual Town Meeting as a separately warned article and will schedule expenditure of capital purchases to be made in accordance with the Town of Pomfret Purchasing Policy and competitive bidding procedures.~~
- (C)

Section 3.32 ~~Payments~~Annual Appropriation

~~In accordance with If~~ Voters at the Annual Town Meeting approve the Annual Appropriation for the Department's Operating Funds, disbursement shall be made as expenses are incurred. The Fire Department shall submit expenses to the Town Treasurer no later than the last business day of each month, or as needed. The Treasurer will include Department expenses as party of the Town's recurring accounts payable warrants authorized and signed by the Select Board.

In the event of major unplanned maintenance/replacement/repair costs not included in the Department's budget, and not covered by an insurance policy, the Department may submit a request to the Select Board to use money from an applicable Reserve Fund.

ARTICLE IV REPORTING

Section 4.1 Fire Services ~~Evaluation~~ Reporting

~~Within 60 calendar days of the date this Agreement is signed by both parties, the Department and Pomfret shall jointly agree on and adopt recommendations from among those made in the 2016 "Fire Services Evaluation for the Pomfret-Teago Volunteer Fire Department" report (also known as the "John Wood" report) at a duly warned Special or Regular Select Board meeting.~~

Section 4.2 — Recurring Reporting Requirements

~~Twice per annum,~~ the Department shall report the following information by November 1 for the previous fiscal year to the Select Board: (1) The number and nature (without personally identifiable information) of all calls to the Department, responded to by the Department, including the vehicles and -number of firefighters who responded to each call, and broken down by station; (2) ~~the~~ status of hose and pump equipment testing, (3) the status of training, including firefighter certification, ~~(4) any mutual aid response to or by the Department.~~ active personnel levels at each station. The first reporting period shall be from July 1st to December 31st with report information due on January 31st of the following year. The second reporting period shall be from January 1st to June 30th with report information due on July 31st. ~~Additionally, the Department shall provide make available both electronic and paper versions~~ its current Standard

Operating Procedures (SOP's) ~~and any mutual aid agreements to be kept on file the Town Offices.~~

ARTICLE V MAINTENANCE OF EQUIPMENT ~~& TITLE TO PROPERTY~~

Section 5.1 Maintenance of Vehicles, Apparatus and Equipment

The Department is responsible for performing or ensuring routine preventative maintenance and break-fix maintenance for all vehicles and equipment. As part of its projected annual fiscal budget, ~~t~~The Department shall include anticipated maintenance costs. ~~In the event of major unplanned maintenance or repair costs not included in the Department's budget, and not covered by an insurance policy, the Department may submit a request to the Select Board to use money from an applicable Reserve Fund.~~

Section 5.2 Property Title

Title to vehicles, apparatus or other equipment acquired in whole or in part with taxpayer money shall be in the name of the Department but shall not be transferred without permission of the Select Board.

ARTICLE VI INSURANCE

Section 6.1 ~~Liability Insurance~~

Pomfret will provide the Department with liability, casualty (including Department-owned real property and buildings), workers' compensation, vehicle (all vehicles and apparatus) insurance coverage, subject to the provisions of Section 6.2~~5~~. Such coverage shall include the Department owned real property or buildings. The carrier and amount of coverage shall be at the sole discretion of Pomfret.

~~Section 6.2 — Casualty Insurance~~

~~Pomfret will provide the Department with casualty insurance coverage, subject to the provisions of Section 6.5. Such coverage shall include the Department-owned real property or buildings.— The carrier and amount of coverage shall be at the sole discretion of Pomfret.~~

~~Section 6.3 — Workers' Compensation Insurance~~

~~Pomfret will provide the Department with workers' compensation insurance coverage, subject to the provisions of Section 6.5. The carrier and amount of coverage shall be at the sole discretion of Pomfret.~~

~~Section 6.4 — Vehicle Insurance~~

~~Pomfret will provide the Department with motor vehicle insurance coverage for all vehicles and apparatus currently owned by the Department, and all vehicles and apparatus purchased in the future with Pomfret Funds, subject to the provisions of Section 6.5. The carrier and amount of coverage shall be at the sole discretion of Pomfret.~~

Section 6.5~~2~~ Limitation of Insurance

Pomfret shall only be obligated to provide the insurance coverage set forth in Sections 6.1-6.4 if the following conditions are satisfied:

- (A) The Department must allow representatives and agents of the insurance carriers access to all property and records of the Department that such insurance carriers reasonably request; and
- (B) The Department must take any and all actions, and comply fully with any and all changes in policy, procedure, property or equipment that are required by any insurance carrier as a condition of continued coverage.
- (C) If the Department fails to comply with the above provisions, Pomfret may choose to discontinue insurance coverage. In the event Pomfret exercises the right to discontinue insurance coverage, the Department shall be responsible for obtaining such insurance coverage and shall indemnify and hold harmless Pomfret for any claim that may be asserted against it that otherwise would have been covered by such insurance provided by Pomfret. The Department is responsible for obtaining and paying for insurance it wishes to have over and above the coverage provided by Pomfret.

Section 6.6 Insurance Forms and Information

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

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Dissolution of the Department

Upon dissolution of the Department, or otherwise cessation of regular operations, ownership of Department-owned assets purchased in whole or in part with Pomfret Funds shall be transferred to Pomfret. All other assets purchased solely by the Department shall be distributed as allowed by law for one or more exempt purposes within the meaning of section 501(e)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed by a court of competent jurisdiction of the county in which the principal office of the Department is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Section 7.2 Assignability

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

Section 7.3 Term & Amendment

The term of this Agreement shall be for 5 years from the date both parties have signed the Agreement. As the need arises, this agreement may be amended by consent and ratification of both parties. ~~A party initiating amendment must make written notification of and describe the desired changes no later than October 1st of each year. Amendments to this Agreement must be ratified by both parties before December 1st of each year.~~

Section 7.4 Termination

Either party may terminate this Agreement without cause between July 1st and November 1st. Termination will not impact the current fiscal year in progress. Termination must be made in writing to the other party with at least 60 days notice and must include an explanation for unilateral termination.

Section 7.5 Hold Harmless

The Department shall defend, indemnify and hold Pomfret, its officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Department in performance of this Agreement, except for injuries and damages caused by the sole gross negligence of Pomfret.

Section 7.6 Entire Agreement

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

Dated at town of Pomfret, Vermont, this ____ day of _____, 2017.

Pomfret Select Board:

Pomfret – Teago Fire Department

This Agreement is entered with the official approval of the Select Board for the Town of Pomfret, Vermont, by their action during a duly warned public meeting on the ____ day of _____, 2017.

