



Draft Minutes
Alburgh Selectboard Meeting
06/19/2024

Municipal Officials Present: Elliot Knight (Chair, Selectboard), Damien Henry (Selectmen), Alexander McCracken (Selectmen), Alex Goddard (Town Administrator – Emergency Management Director)

Public Present: Ron Kumetz (Fire Chief), Jason Beaulac (AVFD), Kevin Creller (AVFD)

Draft Agenda:

- **5:00pm** – Elliot Knight called the meeting to order at 5:03pm
- **5:04pm** – Adjustments to the Agenda – there were no adjustments to the agenda
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- **5:05pm** – Draft MOU (AVFD – Town of Alburgh) discussion
 - Ron Kumetz: if AVFD has an MOU in place with the Town of Alburgh it allows them to apply for municipal financing for future fire trucks.
 - Jason Beaulac: provided a history of the formation of AVFD. Historically the department was associated with the Village of Alburgh, but the Village oversight of the Fire Department hampered operations.
 - Alex Goddard provided an overview of the MOU drafted by the town, with the goal being to establish a clear relationship between the municipality and the fire department, remove future ambiguity, and improve communication flow between the two organizations.
 - Damien Henry: spoke on the need to establish an MOU in 2024, as handshake deals no longer work.
 - The group went line by line and made edits both parties agreed upon
 - Town Administrator to make agreed edits to the MOU, and place it on the 06/24/24 agenda for adoption.
 - A copy of the edited MOU to be posted with the minutes
- **6:22pm** - Damien Henry motioned to adjourn the meeting at 6:22pm, seconded by Alex McCracken, all were in favor and the meeting adjourned.

THIS *Memorandum of Understanding* (the “MOU”) is entered into on the day and date of the last signature set forth below by and between *Alburgh Volunteer Fire Department*, (herein referred to as “AVFD”, and the *Town of Alburgh*, being a Vermont municipality (hereinafter referred to as “The Town”).

WHEREAS, The Town has agreed that AVFD. will provide Fire Protection Services, and

WHEREAS, AVFD. desires to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. ***Fire Protection*** – AVFD agrees to provide Fire Protection coverage to The Town twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year. The Town agrees to assign all emergency calls within The Town and Village of Alburgh to AVFD. If AVFD is unavailable to respond, AVFD agrees to arrange for backup response through mutual aid agencies.
2. ***Response***, AVFD agrees to submit annual reports from the dispatch center capturing all calls within the service area to determine continued effectiveness of the local Fire Protection response.
3. ***Staffing*** - – AVFD agrees to recruit and retain members capable of all aspects of Firefighting Operations. AVFD agrees to notify The Town when membership changes affect the operational effectiveness of the department to provide reliable fire protection, and firefighting capabilities.
4. ***Financial Reporting*** – AVFD agrees to provide an annual report of financials to The Town for the purposes of reviewing revenues and expenditures, and balances of all cash funds to determine financial stability, and to evaluate immediate and long-term needs for funding.
5. ***Capital Equipment / Budgeting*** – AVFD agrees to provide The Town with a detailed 15-year Capital Vehicle Replacement Plan for the replacement of the fire apparatus fleet. AVFD agrees to communicate with, and present yearly budget requests to The Town during budget season when requested by the Town of Alburgh Selectboard.
6. ***Payment*** – The Town agrees to make payment to AVFD based on appropriations approved by the voters of the Town of Alburgh. Payments will be due bi-annually and payable in two equal installments in December and June of each fiscal year. AVFD will submit invoices for payment to The Town. Payment schedules may be adjusted to address the immediate financial needs of both parties so long as it is agreed upon in writing by both parties with due notice.
7. ***Insurance*** - AVFD agrees to provide and keep in force at its cost and expense, general liability, professional liability, and motor vehicle liability insurance against all claims for damage or loss of property, and for bodily injury including death, resulting from acts or omissions of AVFD or its employees, with a minimum limit of one million dollars (\$1,000,000.00) aggregate. AVFD agrees to maintain insurance coverage within limits mandated by law for workers' compensation.

8. **Indemnification; Limitation of Liability** - AVFD agrees to defend, indemnify and hold harmless The Town from and against any and all third-party claims, actions, liability, damage, loss and expense, including reasonable attorneys' fees, by reason of injury, damage to property, illness or death to any person or persons to the extent occurred by the gross negligent act or omission of AVFD or its employees or (ii) AVFD breach of this Agreement. Conversely, The Town agrees to defend, indemnify, and hold AVFD harmless for the above.

9. **Term of Agreement** – This Agreement shall commence on 06/24/2024 and be up for renewal on 07/01/25.

10. **Termination for Cause** – This Agreement may be terminated prior to the expiration of the term on written notice:

(a) by either party if the other party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within (90) days after the breaching party's receipt of written notice of such breach.

(b) by either party, if the other party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

11. **Notices** – AVFD and The Town agree that all notices hereunder to be effective must be in writing and sent by registered mail to the following addresses:

To AVFD: Alburgh Volunteer Fire Department
60 Firehouse Rd
Alburgh, Vermont 05440

To The Town: Town of Alburgh
1 North Main Street
Alburgh, Vermont 05440

12. **Laws** – This Agreement shall be construed in accordance with the laws of the State of Vermont.

13. **Entire Agreement.** This Agreement constitutes the sole and entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties. This Agreement may not be modified, discharged, or amended except in writing, signed by the duly authorized officers of each party.

14. **Severability** - If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

15. **Exclusivity** - AVFD shall be the exclusive provider of Fire Protection services for The Town for the duration of this Agreement. The Town shall not enter into an agreement with any other town or municipality to provide Fire Protection services, and all mutual aid agreements with other towns or municipalities shall be made through AVFD directly.

[Signature page follows.]

DRAFT

Dated: _____

AVFD

By: Ron Kumetz

Title: Fire Chief

Signature: _____

Dated: _____

The Town

By: Elliot Knight

Title: Selectboard Chair

Signature: _____

Dated: _____

The Town

By: Alex Goddard

Title: Emergency Management Director

Signature: _____