

## Contact for Services relating to Fire Suppression and Ambulance

This Agreement is entered into by and between the Town of Chester (Chester) and the Town of Andover (Andover).

It is the intention of the parties to provide for the delivery of fire suppression and ambulance services within the geographical limits of the Town of Andover.

Accordingly, desiring to memorialize their respective understandings, the parties enter into these presents under the following terms and conditions:

1. The initial term of the Contract shall be one (1) year, commencing at midnight on January 1, 2022 and expiring at midnight on December 31, 2022. This Contract shall renew for one (1) successive year term unless notice of non-renewal shall be given in writing by one party to all other parties no later than three (3) months prior to the initial termination date, or the termination date of each successive renewal. This Contract will be reviewed by both Boards at the completion of the initial term and during the successive year but will not automatically renew effective December 31, 2023.
2. The Town of Andover designates Chester Fire Department (CFD) and Chester Ambulance Service (CAS) as its primary provider of fire suppression and ambulance services within their jurisdiction, provided, however, that this designation shall not inhibit or restrict CFD and CAS in its commitments, undertakings and service delivery with respect to its participation as a member of Connecticut Valley Mutual Aid, Upper Valley Mutual Aid and Keene (Southwest) Mutual Aid.
3. CAS shall provide Andover with ambulance services in accordance with required and customary standards and practices applicable to ambulance service providers licensed to provide such services in Vermont and in accordance with the procedures and protocols set forth as follows. CAS shall, at all times, maintain in effect those licenses and certifications required of ambulance service providers and their employees.
  - a. CAS shall respond to all emergency ambulance calls from any resident or person identifying or dispatching an ambulance service need in the Town of Andover.
  - b. CAS shall answer all ambulance calls with personnel and equipment as determined by the CAS Chief or designated representative. If CAS is unable to respond due to another emergency situation, it will endeavor to obtain response from another area ambulance service.
  - c. The CAS Chief or designated representative shall have the authority to call additional area ambulance services for assistance when needed.
  - d. Damage to or loss of equipment or supplied incurred by CAS in response to an ambulance call shall be the responsibility of CAS.

4. CFD shall provide Andover with fire suppression services in accordance with required and customary standards and practices applicable to fire suppression service providers and in accordance with the procedures and protocols set forth as follows. CFD shall, at all times, maintain in effect certifications required of Paid/Call fire suppression service providers.

a. CFD shall respond to all emergency fire calls from any resident or person identifying or dispatching a fire service need in the Town of Andover.

b. All fire calls, whether real or false, shall be answered with personnel and equipment as determined by the CFD Chief or designated representative. If CFD is unable to respond due to another emergency situation, it will endeavor to obtain response from another area fire service.

c. The CFD Chief or designated representative shall have the authority to call additional area fire departments for assistance when needed.

d. Responsibility for direction and control of firefighting within the Town of Andover shall be determined by the CFD Chief or their designated representative.

e. Damage to or loss of equipment or supplies incurred by CFD in response to an ambulance call shall be the responsibility of CFD.

5. Annually, on or before the first day of December, Chester shall furnish Andover Selectboard with the total contribution amount expected from Andover for the next contract year. This contribution amount will be calculated based on the following formula and as set forth in the model used for 2022 which is attached:

Capital Costs: Amount of capital costs will be determined by Capital and Bond Contributions in Chester's annual budget. This total will be prorated by number of parcels per town.

Operational Costs: Total Budget (fire, ambulance and dispatch) less capital contributions and revenues equals the deficit to be prorated per town. Deficit divided by total combined calls of both towns from previous year then multiplied by number of calls per town.  
Example:  $(\text{Deficit} / \text{Total Calls}) \times \text{calls per town}$

The Town of Chester reserves the right to review the use of this formula each year, evaluating if it is the most effective formula for calculating per town cost. Should the Town of Chester choose to change the formula used, it will do so in consultation with the Town of Andover and in a timely manner.

6. The parties acknowledge that the Town of Chester is the owner of the assets used and to be used in the provision of fire suppression and ambulance services. Chester shall be solely responsible for the care, repair, maintenance, and insurance thereof.

7. This Contract shall not create a relationship of employment, agency, guaranty, or indemnification by, between, or among the parties hereto. Chester shall be solely responsible for its employees including without limitation, payment of any payroll and other employee-related expenses. Town of Chester employees, to include CAS and CFD employees, are under the sole and direct management and supervision of the Town of Chester Town Manager.

IN WITNESS WHEREOF, the parties have entered into this Contract, and have caused it to be executed by their respective duly authorized officers as of the dates set forth below.

TOWN OF CHESTER

TOWN OF ANDOVER

By: \_\_\_\_\_  
Selectboard Chair

By: \_\_\_\_\_  
Selectboard Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Calculations

Capital Costs - base Contract - determined per parcel:

	Andover 704	Chester 1917	Capital Expense: \$ 154,140.00
Share per town:	\$ 41,401.97	\$ 112,738.03	

Operational Costs: Deficit / total calls x calls per town

	Expenses	Revenue:	Deficit:	Total calls - 2020 Andover	Chester
Fire	\$ 183,173.00		183,173.00	20	158
Ambulance	\$ 184,536.00	\$ 110,000.00	74,536.00	26	296
Dispatch	\$ 22,039.00		22,039.00		
Total Operational Costs:	\$ 389,748.00	\$ 110,000.00	\$ 279,748.00	46	454
Share per town:				\$ 25,736.82	\$ 254,011.18

Summary:

Capital per parcel	\$ 41,401.97	Andover	\$ 112,738.03	Chester
Operational per call:	\$ 25,736.82		\$ 254,011.18	
Contract Price:	\$ 67,138.78			

\*\*\* Contract Price for 2022 Calendar Year will be in the amount of \$55,754.67.  
 This amount was achieved through an incorrect formula used at the time of presentation.