

EMFD Service Agreement Paragraphs in Flux

Language Comparison

Numbered Paragraph (1):

Existing Agreement

The initial term of the Contract shall be one (1) year, commencing at midnight on September 2, 2013, and expiring at midnight on September 1, 2014, and shall renew itself for successive one (1) year terms unless notice of non-renewal shall be given in writing by one party to all other parties no later than five (5) months prior to the initial termination date, or the termination date of each successive renewal.

Proposed New Agreement EM/Calais

The initial term of the Contract shall be one (1) year, commencing at midnight on September 2, 2013, and expiring at midnight on September 1, 2014, and shall renew itself for successive one (1) year terms 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. Effective September 2, 2021, this Contract shall be reviewed by the parties at least every three (3) years and shall not automatically renew more than two successive years.

Proposed New Agreement EMFD

The initial term of the Contract shall be one (1) year, commencing at midnight on September 2, 2013, and expiring at midnight on September 1, 2014, and shall renew itself for successive one (1) year terms unless notice of non-renewal shall be given in writing by one party to all other parties no later than five (5) months prior to the initial termination date, or the termination date of each successive renewal. An annual review of the contract shall be included in the annual December budget meeting. If a notice of non-renewal is given by one party, it shall be required to hold a joint meeting of the three parties within 30 days of the non-renewal notice. The notice of renewal shall include an explanation of the issues the party wishes to address. At that joint meeting, a schedule of joint meetings shall be set with a minimum of one joint meeting of the three parties per month until the renewal date.

Numbered Paragraph (6):

Existing Agreement

East Montpelier and Calais shall include in each of their respective annual budgets the amount of EMFD's operating budget attributable to the respective towns. Such amounts shall be categorized and identified as related to general governmental expenditures, not as supplemental municipal budget items. The manner of presentation of any capital request will be at the discretion of the individual Selectboards. The operating budget cost share allocation methodology between the towns is set out in a wholly separate agreement from this contract entitled "East Montpelier Fire Department Cost Allocation Agreement Between the Towns of Calais and East Montpelier."

Proposed New Agreement EM/Calais

After agreement on the operating budget is reached in accordance with Paragraph 5, the East Montpelier and Calais Selectboards shall support said agreement and endeavor to raise the amount of EMFD's operating budget attributable to the respective towns. The manner of presentation of EMFD's operating budget or any capital request will be at the discretion of each individual Selectboard. The operating budget cost share allocation methodology between the towns is set out in a wholly separate agreement from this contract entitled "East Montpelier Fire Department Cost Allocation Agreement Between the Towns of Calais and East Montpelier."

Proposed New Agreement EMFD

East Montpelier and Calais shall include in each of their respective annual budgets the amount of EMFD's operating budget attributable to the respective towns. Such amounts shall be categorized and identified as related to general governmental expenditures, not as supplemental municipal budget items. The manner of presentation of any capital request will be at the discretion of the individual Selectboards. The operating budget cost share allocation methodology between the towns is set out in a wholly separate agreement from this contract entitled "East Montpelier Fire Department Cost Allocation Agreement Between the Towns of Calais and East Montpelier." EMFD shall report to voters at the annual town meeting during the article specifying "To ask questions about town boards and officers" (Article 2) or during a scheduled town forum. The EMFD annual report shall be printed in each town's Town Meeting report and shall include the Chief's report, call statistics, membership list, EMFD audit and proposed budget for the upcoming fiscal year.