

COPY

Town of Windham

6626 Windham Hill Road, Windham, VT 05359

Policy #

Version Date:

Policy for Diesel Fuel Use

The Town of Windham owns and operates a Diesel Fuel Fueling Station at the Town Garage. The policy for use is as follows;

- The Highway Department, Fire Company, and School may refuel their diesel vehicles and equipment at the Fueling Station.
- The Fire Company and the School will record and report on the fuel used per the instructions by the Treasurer.
- The Town Treasurer will bill the Fire Company and the School as required for reimbursement for the fuel used.
- Every Town employee, Fire Company member, or School employee who uses the Fueling Station must be certified to do so per the Town Refueling Certification Procedure before using the Station.

Town of Windham Selectboard

Maureen Bell

Maureen Bell

Date

6.3.19

Kord Scott

Kord Scott

Date

6/4/19

Hal Wilkins

Hal Wilkins

Date

3 JUNE 2019

COPY

QUOTATION

R.I. BAKER CO. INC.
PO BOX 895
NORTH ADAMS, MA 01247
US
413-663-3791

Order Number	
1111739	
Order Date	Page
5/28/2019 15:42:58	1 of 1

Quote Expires On 6/27/2019

Bill To:

TOWN OF WINDHAM
5976 WINDHAM HILL ROAD
WINDHAM, VT 05359
USA

Ship To:

TOWN OF WINDHAM
5976 WINDHAM HILL ROAD
WINDHAM, VT 05359
USA

802-874-4211

Requested By: KORD SCOTT

Customer ID: 104583

PO Number					Ship Route	Taker		
Culvert Bid						TRAVIS		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
780.00	0.00	780.00	FT		CULVERT18HPBE	FT	12.9500	10,101.00
			1.0		18IN HP CULVERT PIPE, DUAL WALL, BELLED END, 20FT	1.0		
					Ordered As: CULVERT18			
100.00	0.00	100.00	FT		CULVERT24HPBE	FT	19.5300	1,953.00
			1.0		24IN HP CULVERT PIPE, DUAL WALL, BELLED END, 20FT	1.0		
					Ordered As: CULVERT24			
12.00	0.00	12.00	EA		ADS1810NP	EA	228.0002	2,736.00
			1.0		18IN FLARED END #1810NP	1.0		
					Ordered As: FLAREDEND			
2.00	0.00	2.00	EA		ADS2410NP	EA	292.6059	585.21
			1.0		24IN FLARED END #2410NP	1.0		
					Ordered As: FLAREDEND			
Total Lines: 4								
					SUB-TOTAL: 15,375.21			
					TAX: 0.00			
					AMOUNT DUE: 15,375.21			
					U.S. Dollars			

WW BUILDING SUPPLY
P.O. BOX 299
ROUTE 30
NEWFAIR, VT 05345
PHONE: (802) 365-4333

COPY

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
638010			CULVERT BID	NET BY THE EOM	CM	5/29/19	8:46

Sold To
TOWN OF WINDHAM
5976 WINDHAM HILL RD
WINDHAM VT 05359
(802) 874-4211

Ship To
HIGHWAY DEPT/FREE SHIPPING

EXP. DATE: 6/28/19
TERM#593
DOC# 4620 /1

* ESTIMATE *

EST. 4620
SLSPR: CM CHRIS MILLERICK
TAX : INV VERMONT NON-TAXABLE

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
	100	EA	MAS	24"X20' PP GRAY CULVERT PIPE	19.53	100	19.53 /EA	1,953.00 *N
	780	EA	MAS	18"X20' PP GRAY CULVERT PIPE	12.95	780	12.95 /EA	10,101.00 *N
	12	EA	MAS	18" FLARED ENDS FOR CULVERT	175.00	12	175.00 /EA	2,100.00 *N
	2	EA	MAS	24" FLARED ENDS FOR CULVERT	225.00	2	225.00 /EA	450.00 *N

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

TAXABLE 0.00
NON-TAXABLE 14604.00
SUBTOTAL 14604.00
TAX AMOUNT 0.00
TOTAL AMOUNT 14604.00

X
Received By

COPY



29 Pitman Rd Suite#2. Barre, Vt 05641

P: (802)476-3161 F: (802)476-1003

1-800-451-5014

www.tenco.ca

Rental Contract: 1903

Customer Purchase Order: KURT

Lessee: Town of Windham, Vt.

**Address: Highway Dept.
5976 Windham Hill Road.
West Townshend, Vt. 05359**

Contact: Kurt Bostron (802) 874-7025

Hours out: Hours in: Location Equipment Used: TOWN OF WINDHAM VT AREA.

ITEMS LEASED OR RENTED

Qty.	Make	Model	Serial No.	Per Hour	Per Week	Per Month
1	JD6105E	Tiger Benga	BRUTE 21.5'	\$75	\$2,500.00	\$8,500.00

INVOICES RENDERED FOR LEASE OR RENT

FROM TO INV. NO. PD.

1. The Lessor named above hereby leases the equipment listed above to the above named Lessee pursuant to the following terms and conditions INCLUDING THE ADDITIONAL TERMS AND CONDITIONS SET OUT ON FOLLOWING 2 PAGES HEREOF:

RENTAL TERM AND RATE:

The lease shall be for a term of (4) Weeks (160 HOURS)

Starting on August 14, 2019

Ending on September 10, 2019

Rental Rate \$8,500.00

Freight Terms F.O.B. Barre, Vt.

RENTAL TERMS AND CONDITIONS

Day = (24) Twenty-Four Hours or 8 working hours

One week = Seven Days or 40 working hours

One month = Four weeks or 160 working hours

**All payments shall be made to the Lessor at
29 Pitman Rd Suite 2. BARRE, VT 05641.**

**FOR ADDITIONAL TERMS AND CONDITIONS,
PLEASE REFERENCE THE FOLLOWING PAGES.**

2. **CUSTOMER HAS NO OPTION TO PURCHASE**

OPTION TO PURCHASE: Lessee, not being in default hereunder and having paid rentals covering the entire Rental Term, shall, at any time prior to the expiration of such Rental Terms, have the optional right to purchase the Leased Equipment by paying the lessor the amount of the "TOTAL AGREED VALUE" \$_____ and apply as part of such payment _____% of all rentals theretofore paid, less a carrying charge computed at _____% of the unpaid balance at the beginning of each rental period, together with the unexpended cash balance of any Rental Reserve which Lessee may have deposited with Lessor, it being understood that the remainder of such purchase price shall be paid in cash, and/or a time payment purchase contract which effectively reserves title or a prior and paramount security interest in the leased equipment to Lessor or his assigns.

3. **INSURANCE REQUIREMENTS: STATED VALUE**

Customer shall provide at customer's expense and continue in full force and effect during the entire term of this lease, Insurance against loss to unite due to perils covered by ALL RISK CONTRACTORS EQUIPMENT INSURANCE.

Customer shall provide at customer's expense and continue in full force and effect during the entire term of this lease, GENERAL LIABILITY and PROPERTY DAMAGE INSURANCE. The policy or policies to be standard form to be written in the state in which such unit will be registered. Said policy or policies shall be written with limits of not less than \$500,000.00 for any one person for bodily injury or death; \$500,000.00 for any one accident for bodily injury or death; and \$500,000.00 for property damage.

In compliance with the above, customer shall provide an endorsement on the policy or policies evidencing that the same May not be cancelled or modified without thirty days prior notice to LESSOR. LESSOR will be named as an additional insured on the policy or policies.

CARRIER NAME

AGENT/NAME/PHONE

4. **WARRANTY: THE LESSOR AND THE MANUFACTURER OF THE EQUIPMENT HEREIN LEASED MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED (including THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS).** It is the LESSEE'S obligation to determine if the Equipment and the use of the Equipment comply with any laws, rules, specifications, or contracts which provide for special machinery, apparatus, or special methods.

5. **MAINTENANCE & REPAIRS:** Lessee shall be responsible for and pay the cost of all necessary repairs, maintenance and replacements, and lessor shall not be obligated to, nor called upon by Lessee to furnish or make or pay for any repairs to or upon the equipment (except under the provisions of the warranty referred to in Paragraph 4), and all replacement parts, additions, repairs, and accessories incorporated in or affixed to any of the equipment included in the equipment shall become part thereof, and the title thereto shall vest in the Lessor.

It is agreed that the term of the Lease, Lessee, at its cost and expense will use said equipment in a careful and prudent manner, Keeping the same in good repair, properly lubricated, properly housed when not in use, and operated by competent drivers; will promptly pay all necessary license and registration fees and taxes assessed or charge thereon or for the use thereof; will repair all damage done thereto in the use or operation of said equipment will comply with and conform to all laws and regulations relating to the ownership, possession, use or maintenance of the equipment, and save Lessor harmless against actual or asserted violations and will not use said equipment for any other purpose than in the conduct of its business.

6. **ENVIRONMENTAL RESPONSIBILITY:** Equipment used in remediation, clean-up of environmentally hazardous sites, and on EPA sites must be returned by Lessee in an environmentally clean condition. Lessee assumes all responsibility for decontamination of the equipment, property damage, fines and penalties if the listed equipment is returned contaminated. Full disclosure of the type and classification of remediation activities shall be made upon origination of this contract.

7. **ASSIGNMENT BY LESSOR:** Lessee will not sublet the Equipment or assign any of his rights hereunder. Lessee agrees that the Lessor may without notice to Lessee assign the lease and/or all rent due or to become due hereunder and such assignees rights thereunder shall be independent of any claim of Lessee against Lessor, and Lessee upon receipt of notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignment, the term "Lessor" shall be deemed to include and refer to Lessor's assignee as well as to Lessor.

8. **DEFAULT:** If Lessee shall fail to make any rental payment when due, shall sell or encumber the Equipment, shall cease operating shall institute or have instituted against him proceeding under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provision of this lease or if any attachment, execution, writ or process is levied against the Equipment or any of the Lessee's property, or if for any reason Lessor deems itself or the Equipment unsafe or insecure, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon Lessee's premise to the full extent allowed by Law and take possession thereof, and this lease shall thereupon terminate and be forfeited at the option of Lessor In the event of such action the Lessee agrees to pay all rentals due and to become due under the terms of lease, damages for any injury to the Equipment, costs of removal of the Equipment from the possession of Lessee and all freight, storage, transportation and other charges incurred in such removal, shipping and return to Lessor at its place of business.

9. **LIABILITY:** LESSEE ASSUMES ALL RISKS and will pay all costs and expenses of any character, arising from the use, possession, or maintenance of said equipment, and agrees to indemnify and save harmless Lessor from any and all loss or damage or claims for loss or damage (including attorney's fees) for injury to or death of persons or property including

the loss of use caused by said equipment, or arising out of the use, possession or maintenance thereof and to give immediate written notice to Lessor of any such loss or damage, or loss of possession of said equipment occasioned by any cause whatsoever. LESSEE at its own expense shall carry PUBLIC LIABILITY INSURANCE as approved by LESSOR against bodily injury including death and against property damage. Such policies of insurance will name LESSOR and manufacturer as additional insured as their interest may appear.

10. DESTRUCTION OR DAMAGE: If any equipment hereby leased is destroyed, lost, or stolen, Lessee shall not be relieved of its obligation to pay the full rental herein provided for the term of the lease as well as the retail price of the rented equipment. Any sum paid to lessor from insurance on such equipment shall be first applied the retail price of the machine and then to the payment of the accrued and thereafter accruing rental hereunder. If the equipment is damaged, there shall be no reduction of the amount payable hereunder, and Lessee shall immediately have such damage repaired by the Lessor. Lessee is responsible for the cost and expense of these repairs.
11. INTENT: It is mutually understood and agreed that no title or interest in or to the Leased Equipment shall pass or insure to the Lessee except until and unless the Option to Purchase, as herein before provided, shall first have been executed and completed.
12. GENERAL: Time is of the essence of this lease. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default.

Any alteration or modification of this lease shall be in writing and signed by the parties hereto.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED COPY HEREOF

KORD SCOTT _____ Print Name	SECRETARY _____ Title
KORD SCOTT _____ Signature	

NOTICE OF AWARD

PLEASE READ ALL INFORMATION CAREFULLY!

May 28, 2019

Town of Windham
5976 Windham Hill Road
Windham, VT 05359

Dear Kord Scott:

Congratulations on your FY2020 Better Roads Category D Grant award! You have been awarded \$60,000.00 for a project on Rte 121 TH#2 that includes the following components per your grant application: Bridge or Box Culvert. All projects are currently undergoing an environmental review; if any project conditions arise from this review, your Grant Agreement may include additional Special Conditions of construction. You may not begin work until you have received a fully executed Grant Agreement from the Agency. It is expected that funding will be appropriated by the Legislature in early May 2019. If you would like to begin work on the project prior to July 1, 2019 but after execution of your grant agreement, that is permissible as long as the Town understands that there is some element of risk. However, we cannot reimburse for any of these costs until after July 1, 2019.

The Grantee shall complete work in accordance with specifications contained in the Vermont Better Backroads Manual, ANR Stormwater Manual or other applicable manual(s). Before completing work please make sure you have any necessary permits. Please remember to work safely! This may include items such as safety vests, hard hats, trench boxes, and work zone signs.

To receive reimbursement for your work you must complete the following:

Project completion checklist:

Work completed according to the specifications in the above referenced documents. This includes, but is not limited to:

- Mulch exposed soil areas daily, seed and mulch as soon as final work occurs;
- Use erosion control matting on side slopes over 2 horizontal: 1 vertical, use riprap where appropriate, likely in the base of ditches when slope is over 5%;
- If work is completed after September 15th, exposed areas must be stabilized with either hydroseeding or erosion control matting (seed and mulch is not adequate protection for winter);
- Use adequately sized culverts, headers and riprap at inlets and outlets if needed;
- Dispose of excess soil properly, not in wetlands or on streamside slopes;
- Use silt fencing at the base of exposed slopes but not in flowing water. Stabilize ditches with seed and mulch (before September 15th), erosion control matting, hydro seeding, or riprap.

The items below must be received with the final report in order to release grant award:

- ☐ Municipal Invoicing Spreadsheet with attached receipts/invoices
- ☐ A total of **4 color photos** including: 2 before and 2 after project completion

For reimbursement information and forms please see program website at:

<http://vtrans.vermont.gov/highway/better-roads>


Upon receipt, review, and approval of all items listed above, your town will be reimbursed for 80% of your project costs, up to your total grant amount. The deadline for completion of your FY2020 Better Roads grant project and submission of the final report paperwork is **June 30, 2020**. Your project may also be subject to a final inspection.

The Committee encourages you and your town road leaders to continue with Better Roads initiatives in a number of ways:

- Ask us for technical assistance, it is at no cost to you and you can take advantage of the proper road construction and maintenance expertise from around the state
- Tell your neighboring towns and road foremen about the Better Roads program. Help us spread the word about cost-effective techniques that improve water quality.
- Apply for Better Roads Grants next year.

If you have any questions or concerns, please contact Alan May (802) 828-4585.

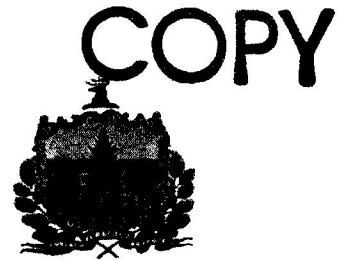
Best regards,



Joel Perrigo
VTrans Municipal Assistance
(802) 595-4933
Joel.Perrigo@vermont.gov



State of Vermont
Windham County Sheriff's Department
P.O. Box 266 (Route 30)
Newfane, VT 05345
Tel: (802) 365-4942
Keith D. Clark, Sheriff



May 21, 2019

Town of Windham
Selectboard
5976 Windham Hill Rd
Windham, VT 05359

Dear Selectboard:

Enclosed please find a copy of a proposed contract for law enforcement services during fiscal year 2019-2020. Please review, sign and return at your earliest convenience. We shall endorse and return a completed copy to you.

Please also find enclosed a copy of our W-9 for your accounting records.

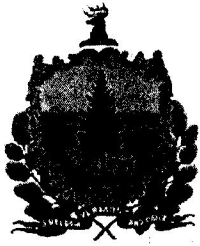
Thank you for choosing the Windham County Sheriff's Department for your policing needs. If you have any questions in regard to the enclosed contract, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Clark".

Keith D. Clark
Sheriff

Enclosures (2)



State of Vermont
Windham County Sheriff's Office
P.O. Box 266 (Route 30)
Newfane, VT 05345
Tel: (802) 365-4942
Keith D. Clark, Sheriff



CONTRACT # 20-022
CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made this _____ day of _____ 2019, by and between the Windham County Sheriff's Office having its office in Newfane, Vermont (hereinafter the "Office") and the Town of Windham, VT having its office in Windham, VT (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

Recitals

Whereas, the Town desires to contract with the Office for the performance of law enforcement services; and

Whereas, the Office is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement agreements are authorized and provided for pursuant to Title 24, Section 291a of the Vermont Statutes.

Now Therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Scope of Services

- A. The Office shall provide general law enforcement services on behalf of the Town to the extent and in the manner set forth in this Agreement.
- B. Such services shall include those duties and functions of the type coming within the jurisdiction and customarily rendered by the Office, including but not limited to: furnishing patrols, investigating, apprehending, preparing for prosecution, and the final disposition of any motor vehicle violation, vehicle identification number (VIN) verification, and local ordinance violations.
 - i. The Office will only conduct VIN verification services with the Town during its regular patrol schedule. No special trips to the Town will be made for the singular purpose of providing VIN verifications.

- C. All matters incident to the performance of such services or the control of personnel employed to render such services under this Agreement shall be and remain in the control of the Office. All deputy sheriffs assigned to service for the Town pursuant to this Agreement shall be subject to and shall abide by all policies and procedures of the Office.
- D. The Town agrees that all emergency calls will be directed to the appropriate Town's primary law enforcement agency. The Office agrees to supplement policing services in addition to the respective primary law enforcement agency's resources at the request of the Town Administration.
- E. The Office may assist other agencies in an emergency within or in close proximity to the Town and will request, if needed, assistance from other agencies.
- F. The Town acknowledges that policing activities can result in court hearings in which the Office's staff is required to attend. The Town agrees to compensate the Office for activities including but not limited to, court hearings, depositions and other legal processes for activities performed pursuant to this contract.

2. Compensation

- A. The Office shall be paid at the Regular Rate of \$51.00 per hour per deputy, and will cover related expenses for the hourly wage of the deputy; including workman's compensation, unemployment, social security, federal/state withholdings, Police Professional Liability coverage and supervision. The hourly rate includes the mileage reimbursement rate for cruiser use.
- B. The Town shall pay to the Office the sum of \$4,896.00 for the services provided under this agreement.
- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$408.00, due on or before the first of each month.
- D. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- E. The Town agrees to promptly pay said statement immediately after the Town's first Selectboard meeting, held for purpose of approving bills/invoices, following the receipt of said invoice for law enforcement services.
- F. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of 1½ (1.5%) per month, 18% per annum.
- G. The Town shall provide the Office with a signed copy of the contract prior to the start of services. Under exigent circumstances that may prevent a signature from the Town prior to the start of the services, the terms of this contract shall

remain binding.

3. Personnel and Hours Provided.

- A. The Office agrees to provide fully equipped and trained deputy sheriffs and fully equipped vehicles to provide services upon request of the Town Administration.
- B. The Office agrees that it will schedule deputies on a regular basis to meet a goal of approximately 8 hours a month of patrol coverage. The Office agrees that based on input of the Selectboard the numbers of hours per month will be adjusted to the specially identified needs of the Town
- C. The Town may provide the Office with a letter designating the names and/or positions of personnel authorized to request services under this agreement. Absent this letter, requests for service will only be accepted by the Office from the following, who will hereinafter be referred to as Town Administration:

Authorized Individuals/Positions

- i.
 - ii.
 - iii.
 - iv.
 - v.
- D. The Town agrees that any personnel or policy concerns shall be raised with the Sheriff and his or her designee and not with on-duty deputies or staff.
 - E. The Town will contact the Sheriff and his/her designee if they wish a change or special emphasis made to satisfy the Town's law enforcement needs.

4. Equipment Provided by the Office.

- A. The Office shall furnish and maintain all necessary equipment and supplies to perform the law enforcement services under this Agreement. The Office shall furnish fully equipped police cruiser(s) for all services incurred in connection with law enforcement and related duties concerning the Town. The cost of vehicle operations shall be the responsibility of the Office except as otherwise provided in this agreement.

- B. The Office shall provide other law enforcement equipment reasonably necessary for provision of the services under this Agreement including, but not limited to, radio equipment, breath testing equipment, and radar units. Deputies shall be certified to utilize such equipment.
- C. The Town shall incur all expenses for any special equipment requested and approved by the Town for use by the Office in the furtherance of this Agreement.
- D. The Office shall be the owner of any and all equipment acquired for use by the Office in the furtherance of this Agreement. Any specialized equipment requested and purchased by the Town shall remain the property of the Town.

5. Facilities, Equipment and Documentation Provided by the Town.

- A. The Town agrees, in lieu of providing facilities, a deputy conducting necessary activities in accordance with this agreement may be performed at a facility designated by the Office.
- B. The Town agrees to furnish the Office with certified copies of all municipal ordinances of the Town and make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- C. The Town will furnish the Office with legal counsel or advice concerning their Town ordinances after consultation with the Town, if necessary.

6. Reporting and Documentation.

- A. No later than the 15th day of the month following the month of provided services, the Office shall provide to the Town:
 - i. Spreadsheet with Vermont Civil Violation Complaints (ticket(s)) issued during the preceding month.
 - ii. The Office will provide activity reports to the Town through the utilization of the electronic Sheriff's Town Activity Reporting System.
- B. The Town will designate in writing, one of the Selectboard members or administrative officers to be a liaison with the Office.

- 7. Insurance.** The Office shall purchase auto liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Office in the provision of the services under this Agreement.

8. **Administration Fee.** Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at any time during the term of this Agreement.
9. **Arbitration.** All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either the Office or Town in accordance with the Arbitration Rules as set out in the Vermont Arbitration Act contained in Chapter 192 of Title 12 of the Vermont Statutes Annotated. The Vermont Arbitration Act shall govern the arbitration procedures. Written notice of demand for arbitration shall be filed with the other party to this Agreement within a reasonable time after the dispute has arisen.

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

In the event either party hereto must utilize arbitration as above mentioned or litigation to enforce any provisions of this Agreement, the prevailing party shall recover its reasonable fees and costs, including but not limited to, attorney's fees.

10. **Term.** The term of this Agreement shall be July 1, 2019 to June 30, 2020.
11. **Notice/Renewal.** On or before November 1, 2018 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.
12. **Termination.** Either party may terminate this agreement with 30 days prior written notice.
13. **Conflicts of Interest and Interference with Law Enforcement Duties.**
 - A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such

deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under this Agreement. For purposes of this Agreement, the terms "interfere" and "influence" shall mean any identification or use of an employee, official or agent's position in the Town with the intention or purpose of shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.

- B. Any employee, Officer or agent who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the matter to the Sheriff for an appropriate response.
- C. No deputy sheriff providing service under this Agreement shall use or attempt to use his or her official position, official identification or badge for personal or financial gain, or for obtaining privileges not otherwise available to him or her from or through the Town.

14. Availability of Resources. This entire agreement is based upon availability of the Office's staff and resources.

15. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and prior understandings or representations preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding if evidenced in writing and signed by an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.

16. Governing Law. This contract will be governed by the laws of the State of Vermont.

Windham County Sheriff's Office

Town of Windham, VT

By: _____
Mark Anderson, Captain

By: _____
Duly Authorized Agent

Date: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Windham County Sheriff's Department
Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☒ Other (see Instructions) ▶ municipal

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

PO Box 266

City, state, and ZIP code

Newfane, VT 05345-0266

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

03 : 0259363

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Ref Win

Date ▶ 05-20-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.