

**Town of Auburn  
Board of Selectmen  
April 2, 2018  
Town Hall**

**6:00 p.m.**

- ( ) Non-Public Session pursuant to RSA 91-A: 3, II (a), (c) and (l)**  
Reputation of individuals other than a member of the Board and consideration of legal advice from Town Counsel

**7:00 p.m.**

- ( ) Call to Order – Pledge of Allegiance**

Approval of Accounts Payable for the Week of March 19, 2018 -- \$333,856.08  
Approval of Payroll for the Week of April 2, 2018  
Approval of Consent Agenda – Week of April 2, 2018, 2018

- ( ) Appointments with the Board**

- ( ) New Business**

Appointments to the Zoning Board of Adjustment  
Appointment of 2018 Duck Race Committee  
Resolution to Complete HealthTrust Membership Agreement  
Acceptance of Purchase Contract for Fire Department Rescue Vehicle  
Authorization to Apply for Lease-Purchase Financing for Rescue Vehicle  
Lease Purchase Application for Ford Motor Credit – Police Cruisers  
State of New Hampshire Surplus Property Auction

- ( ) Old Business**

Update of Finance Assistant Job Posting  
Update on Sale of Pinetree Road Property  
Update on LWCF Grant Application

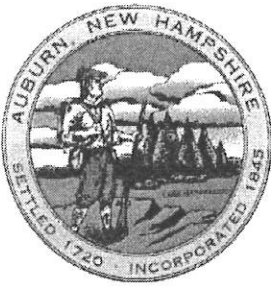
- ( ) Other Business**

- ( ) Minutes**

- March 19, 2018 Public Meeting

- ( ) Adjourn**

*Note: "Any person with a disability who wishes to attend this public meeting and needs to be provided reasonable accommodations in order to participate, please contact the Board of Selectmen's Secretary at (603) 483-5052 x100, so that arrangements can be made."*



# TOWN OF AUBURN

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March 29, 2018

James Headd, Chairman  
Town of Auburn  
Board of Selectmen  
PO Box 309  
Auburn, New Hampshire 03032

Dear Mr. Headd:

The Zoning Board of Adjustment is requesting the Board of Selectmen consider Mr. Steve Carroll for appointment as a full member of the Auburn Zoning Board of Adjustment. Currently, Mr. Carroll has been an alternate member of the Board who has provided constant input at each meeting. At the last ZBA meeting held on Tuesday, March 27<sup>th</sup>, the members and Chairman agreed to ask the Board of Selectmen consider Mr. Carroll for a full member position on the ZBA.

Please feel free to contact me with any questions or concerns.

Sincerely,

Mark A. Wright, Chairman  
Town of Auburn  
Zoning Board of Adjustment

G/data/zbamisc

# APPOINTMENT OATH OF OFFICE

To Stephen Carroll of Auburn in the County of Rockingham

WHEREAS, there is a vacancy on the Zoning Board of Adjustment in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said, **Stephen Carroll as a member of the Zoning Board of Adjustment** of the Town of Auburn and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office. Term to expire March 2021, or upon the selection of your successor.

Given under our hands this 2<sup>nd</sup> day of April 2018

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Selectmen of the Town of Auburn

"I, Stephen Carroll, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the Zoning Board of Adjustment for the Town of Auburn to the best of my abilities, agreeably to the rules and regulations of the Constitution and Laws of the State of New Hampshire; So help me God."

Signature .....

Address .....

Phone .....

E-Mail .....

Personally appeared the above named Stephen Carroll took and subscribed the foregoing oath.

State of New Hampshire, Rockingham County

.....

On the \_\_\_\_ day of \_\_\_\_\_ of 2018

Selectman, Moderator,  
Town Clerk or Deputy Town Clerk

Received and Recorded .....

.....

Kathleen A. Sylvia, Town Clerk

# APPOINTMENT OATH OF OFFICE

To Dale W. Phillips of Auburn in the County of Rockingham

WHEREAS, there is a vacancy on the Zoning Board of Adjustment in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said, **Dale W. Phillips as an alternate member of the Zoning Board of Adjustment** of the Town of Auburn and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office. Term to expire March 2021, or upon the selection of your successor.

Given under our hands this 2<sup>nd</sup> day of April 2018

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Selectmen of the Town of Auburn

"I, Dale W. Phillips, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as an alternate member of the Zoning Board of Adjustment for the Town of Auburn to the best of my abilities, agreeably to the rules and regulations of the Constitution and Laws of the State of New Hampshire; So help me God."

Signature .....

Address .....

Phone .....

E-Mail .....

Personally appeared the above named Dale W. Phillips took and subscribed the foregoing oath.

State of New Hampshire, Rockingham County

.....

On the \_\_\_\_ day of \_\_\_\_\_ of 2018

Selectman, Moderator,  
Town Clerk or Deputy Town Clerk

Received and Recorded .....

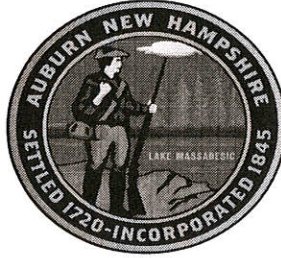
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Kathleen A. Sylvia, Town Clerk



## Town of Auburn

Town Hall  
47 Chester Road  
P.O. Box 309  
Auburn, NH 03032



## Town Administrator

William G. Herman, CPM  
Phone: (603) 483-5052 Ext. 111  
Fax: (603) 483-0518  
E-Mail:  
townadmin@townofauburnnh.com

**To:** Board of Selectmen

**From:** Bill Herman, CPM, Town Administrator

**Date:** March 27, 2018

**Re:** Volunteer Appointments to 2018 Duck Race Committee

Auburn Historical Association President Dan Carpenter visited the Town Hall today to request the Board of Selectmen consider appointing volunteers to a Duck Race Committee for 2018.

This practice has taken place since 2015 to enable the Auburn Historical Association and participants in the annual Duck Race event to be covered under the blanket property & liability insurance coverage of the Town of Auburn for this community event.

Mr. Carpenter requested the following individuals be appointed for a term of April 1, 2018 through October 1, 2018:

- Susan Anderson
- Daniel Carpenter
- David Rogers
- Wendy Smith
- Pat Clement
- Pamela Weeks

If you are agreeable with maintaining this approach to the Duck Race activity, it would be appropriate if the Board were to formally vote to appoint these individuals with the following motion:

*Move to appoint Susan Anderson, Daniel Carpenter, David Rogers, Wendy Smith, Pat Clement and Pamela Weeks as volunteers to comprise the Duck Race Committee for the term of April 1 through October 1, 2018.*

Thank you for your consideration.



# TOWN OF AUBURN

## Town of Auburn VOLUNTEER APPOINTMENT

Mr. Daniel Carpenter  
441 Chester Turnpike  
Auburn, NH 03032

Dear Dan:

You are hereby recognized as a volunteer of the Town of Auburn for the purpose of participating in (Project): DUCK RACE COMMITTEE scheduled between April 1, 2018 and October 1, 2018.

Your tenure as a volunteer will continue until your resignation or until your termination by the Town or the end of the project, whichever comes first.

The purpose of this letter is to comply with the provisions of RSA 508:17, the volunteer immunity law, as that law may be amended from time to time.

Thank you for your service to the Town of Auburn.

\_\_\_\_\_  
James F. Headd, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard W. Eaton, Vice Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith N. Leclair, Selectman  
AUBURN BOARD OF SELECTMEN

\_\_\_\_\_  
Date

# Town of Auburn

## Volunteer Service Statement & Agreement

Date: April 2, 2018

I make this **Statement** following uncompensated services to my community and **Agreement** in order to provide, and to be authorized to perform, the

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**DUCK RACE COMMITTEE**

under the  
(Describe Project Volunteers will be Doing)

direction of: Daniel Carpenter  
(Supervisor of Volunteer (s))

between April 1st and October 1st 2018  
(Starting Date) (Ending Date)

In performing the specified volunteer service, I acknowledge:

- that I am 18 years of age or older and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- that I have acquainted myself with what is required to perform those tasks, and represent that I have the skill and ability to perform them;
- that I assume full responsibility for my own safety and the safety of others who might be affected by my actions or omissions. I hereby agree to release, defend, indemnify and hold harmless the Town, its agents, employees, and officers, from any and all claims of illness, bodily injury, personal injury, or property damage, occurring to me or to others, arising from my negligent, reckless, wanton or intentional conduct while participating in this activity.;
- that I will perform the volunteer service in compliance with the standards and specifications established, or approved, by the Town of Auburn, and will honor the direction of the Town of Auburn officials to suspend or terminate service;
- that I agree to the foregoing in consideration for being permitted to perform volunteer service for and on behalf of the Town of Auburn.

Volunteer: Daniel Carpenter

Address: 441 Chester Turnpike, Auburn, NH 03032

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Signature of Volunteer:**

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

**To be executed prior to issuing letter of appointment under RSA 508:17**



# TOWN OF AUBURN

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## CERTIFICATE OF AUTHORIZING RESOLUTION

We hereby certify to HealthTrust, Inc., ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Body of the Town of Auburn at a meeting duly held on April 2, 2018.

RESOLVED: That the Town of Auburn shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That William G. Herman, Town Administrator, is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of the Town of Auburn, the "Application and Membership Agreement" in substantially the form presented to this meeting.

We further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: TOWN OF AUBURN

By: \_\_\_\_\_  
James F. Headd, Chairman

By: \_\_\_\_\_  
Richard W. Eaton, Selectman

By: \_\_\_\_\_  
Keith N. Leclair, Selectman  
AUBURN BOARD OF SELECTMEN

Date: April 2, 2018



**HEALTHTRUST, INC.  
APPLICATION AND MEMBERSHIP AGREEMENT**

**Town of Auburn**

This Application and Membership Agreement ("Membership Agreement") is made by and between Town of Auburn ("Applicant") and HealthTrust, Inc., a New Hampshire voluntary corporation ("HealthTrust"), effective as of July 1, 2018 ("Effective Date"). This Membership Agreement sets forth the terms and conditions of Applicant's membership and/or continuing membership in HealthTrust.

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

**Agreement**

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust's acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the "Operative Documents"). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust's Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until

Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.



10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

**13. Miscellaneous Provisions.**

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

**14. Certificate of Authorizing Resolution.** This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

**IN WITNESS WHEREOF,** Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

TOWN OF AUBURN

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
Wendy Lee Parker  
Executive Director

\_\_\_\_\_  
Date



EXHIBIT A

**CERTIFICATE OF AUTHORIZING RESOLUTION**

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Body of Town of Auburn at a meeting duly held on \_\_\_\_\_ [Date].

RESOLVED: That Town of Auburn shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That \_\_\_\_\_ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of Town of Auburn, the "Application and Membership Agreement" in substantially the form presented to this meeting.

I further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: TOWN OF AUBURN

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

By: \_\_\_\_\_  
Duly Authorized

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HEALTHTRUST, INC.**  
**RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Auburn**

This Retiree Billing Administrative Services Agreement ("Retiree Billing Agreement") is made by and between Town of Auburn ("Member") and HealthTrust, Inc., ("HealthTrust") effective as of July 1, 2018 ("Effective Date").

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement ("Membership Agreement"). Member is participating in HealthTrust's group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below ("Retiree Billing Services") on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust's medical and dental Coverage Programs.

As used herein, "Retiree" means a person who is retired from active employment with the Member and who the Member has determined is eligible to continue medical and/or dental plan coverage with the Member pursuant to NH RSA 100-A:50 and/or the applicable rules of the Member and HealthTrust governing eligibility for Retiree coverage.

**1. Retiree Billing Services.**

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member's covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System ("NHRS").
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

No additional charge for Retiree Billing Services. There will be no additional charge to the Member or its Retirees for the Retiree Billing Services provided by HealthTrust under this Retiree Billing Agreement.

**2. Member Responsibilities.** As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
  - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
  - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

**3. Amendments to Services and Responsibilities.** Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

**4. Other Terms and Conditions.** HealthTrust and the Member further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts may not be eligible for reinstatement to the Member's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health plans for Retiree coverage obligations under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability under this Retiree Billing Agreement with respect to any Retiree Billing Services before the Effective Date or the Effective Date of the Application and Membership Agreement, or with respect to any Retiree coverage compliance obligations of the Member other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Retiree Billing Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

For purposes of this subsection (e), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Retiree Billing Agreement, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as the result of disclosure by the receiving party in violation of this Retiree Billing Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **5. Term and Termination.**

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust's agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member's contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF AUBURN

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
Wendy Lee Parker  
Executive Director

\_\_\_\_\_  
Date



**HEALTHTRUST, INC.**  
**COBRA ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Auburn**

This COBRA Administrative Services Agreement ("COBRA Agreement") is made by and between Town of Auburn ("Member") and HealthTrust, Inc. ("HealthTrust") effective as of July 1, 2018 ("Effective Date").

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement ("Membership Agreement"). Member is participating in HealthTrust's group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

**1. Base COBRA Administrative Services.** HealthTrust shall provide the following base COBRA administrative services ("Base COBRA Services"):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member's medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member's Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the



affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

**2. COBRA Billing Services.** HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member’s COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary’s enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member’s COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

**3. Member Responsibilities.** As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

**4. Amendments to Services and Responsibilities.** HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

**5. Other Terms and Conditions.** HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with

a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

#### **6. Term and Termination.**

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust's agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- ☒ The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member **(please initial below)**:

\_\_\_\_\_ **does**

\_\_\_\_\_ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- ☐ The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF AUBURN

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

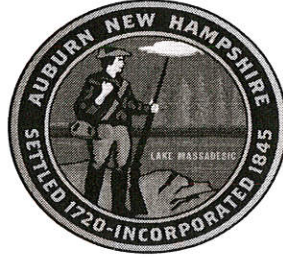
\_\_\_\_\_  
Wendy Lee Parker  
Executive Director

\_\_\_\_\_  
Date



## Town of Auburn

Town Hall  
47 Chester Road  
P.O. Box 309  
Auburn, NH 03032



## Town Administrator

William G. Herman, CPM  
Phone: (603) 483-5052 Ext. 111  
Fax: (603) 483-0518  
E-Mail:  
townadmin@townofauburnnh.com

**To:** Board of Selectmen

**From:** Bill Herman, CPM, Town Administrator

**Date:** March 28, 2018

**Re:** Rescue Vehicle for Auburn Fire Department

At the March 13<sup>th</sup> voting session of Town Meeting, the voters approved Warrant Article #4 which approved the Board of Selectmen entering into a five year lease agreement in the amount of \$215,000 for the purpose of acquiring a new Rosenbauer Smartcab FX Medium Rescue Vehicle for the Auburn Fire Department. In addition, the article raised an additional \$100,000 to be used as a down payment for the cab and chassis for this purpose.

The Fire Department, at the Finance Director's and my request, have secured the attached formal proposal for this acquisition for the Board of Selectmen to act on. In addition, they have secured the lease/purchase financing proposal for the \$215,000 balance to be paid to Rosenbauer upon the delivery or pick-up of the completed vehicle.

In order to move forward with this project that had the unanimous support of the Board of Selectmen and the Budget Committee prior to going to the voters, we are seeking the Board's approval of the proposal for the new Rescue Vehicle so the order may be placed, and the authorization for the Finance Director to complete the Credit Application with Tax-Exempt Leasing Corporation to secure the actual financing for the five-year lease.

If you are agreeable, it would be appropriate if the Board were to formally vote to take the following actions:

*Move to approve and execute the proposal from Rosenbauer South Dakota, LLC for a Rosenbauer Apparatus Body to be mounted on a Kenworth T370 Chassis for the total cost of \$313,059.00 as a Rescue Vehicle for the Auburn Fire Department.*

*Move to authorize the Finance Director to complete and submit the necessary credit application with Tax-Exempt Leasing Corporation to secure the five-year lease-purchase financing plan for the acquisition of the new Rescue Vehicle for the Auburn Fire Department.*

Thank you for your consideration.

Attachments



To: AUBURN FIRE DEPARTMENT  
CHIEF EDWARD GANNON  
6 PINGREE HILL ROAD  
AUBURN, NEW HAMPSHIRE 03032

DATE: 3/26/2018

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Auburn Fire Department, hereinafter called the BUYER and an officer of Rosenbauer South Dakota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

**ROSENBAUER APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC  
AND SPECIFIED EQUIPMENT MOUNTED ON A KENWORTH T370 CHASSIS**

**TOTAL ... \$313,059.00**

**THREE HUNDRED AND THIRTEEN THOUSAND AND FIFTY NINE DOLLARS AND ZERO CENTS**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed, (chassis must arrive within 150 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**MISCELLANEOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

**ADDITIONAL TERMS: TOTAL PRICE INCLUDES CHASSIS PREPAYMENT OF EIGHTY-SEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS AT TIME OF CHASSIS COMPLETION (DISCOUNT OF \$-3,499.00). \$100 PER DAY PENALTY IS AGREED UPON FOR ANY DAYS OVER 395 DAYS THAT THE APPARATUS IS NOT READY FOR DELIVERY TO DEALER . CHANGE ORDERS MAY ADJUST DELIVERY DATE.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

**DEALER:** NEW ENGLAND FIRE EQUIPMENT & APPARATUS

**SALES REP:** \_\_\_\_\_  
JOSEPH BEVILACQUA

**BUYER:**

We accept the above proposal and  
enter into contract with signature below.

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

**ROSENBAUER SOUTH DAKOTA, LLC**

\_\_\_\_\_ Title \_\_\_\_\_

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605-543-5591

ROSENBAUER MINNESOTA, LLC.  
5161 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651-462-1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651-462-1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402-721-7622





203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

March 28, 2018

**VIA E-MAIL: [pglennon@auburnnhfire.org](mailto:pglennon@auburnnhfire.org)**

Patrick Glennon  
Auburn Fire Department  
Auburn, New Hampshire

Dear Mr. Glennon:

I am pleased to provide the following quote for Town of Auburn for the financing of a new Rosenbauer fire apparatus for the Auburn Fire Department. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$315,000.00	\$315,000.00
Down Payment:	\$100,000.00	\$100,000.00
Financed Amount:	\$215,000.00	\$215,000.00
Payment Frequency:	Annual, in arrears (first payment due one year from lease date)	Annual, in advance (first payment due at lease signing)
Term:	5-years	5-years
Rate*:	3.89%	3.89%
Payment*:	\$48,145.69	\$46,342.95
Factor^:	.22393	.21555

*\* Rate and payment assumes that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.*

*^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.*

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the Town's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to [markz@taxexemptleasing.com](mailto:markz@taxexemptleasing.com).

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky  
President





## Credit Application

203 E. Park Avenue, Libertyville, IL 60048 • Phone: 866-EXEMPT-1 • Fax: 866-2-FAX-APP

### CUSTOMER INFORMATION

Legal Name of Customer: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website: \_\_\_\_\_

Mailing Address (If different than above): \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

### TRANSACTION INFORMATION

Equipment Description: \_\_\_\_\_

New or Used?: \_\_\_\_\_ Anticipated Delivery Date: \_\_\_\_\_

Equipment Cost: \$ \_\_\_\_\_ Down Payment: \$ \_\_\_\_\_

From what fund is the down payment originating? \_\_\_\_\_

Trade-In: \$ \_\_\_\_\_ Financed Amount: \$ \_\_\_\_\_

From what fund will the lease payments originate? \_\_\_\_\_

Is the equipment replacing existing equipment? Yes No If "Yes", how old is the existing equipment? \_\_\_\_\_

For what purpose is the equipment being purchased? \_\_\_\_\_

Where will the equipment be located? \_\_\_\_\_

### LEASE INFORMATION

Requested Lease Term: \_\_\_\_\_ years

Payment Frequency: Monthly Quarterly Semi-Annual Annual Arrears or Advance

### FINANCIAL INFORMATION

Has the Customer issued or does the Customer intend to issue more than \$10,000,000 in tax-exempt leases or bonds in the current calendar year (January 1 – December 31)? \_\_\_\_ Yes \_\_\_\_ No

Please attach a copy of the following information for review:

1. Complete copies of audited financial statements from last two fiscal years
2. Copy of current interim financial statement (since last audit)

Has the requested lease transaction been included in the current budget? \_\_\_\_ Yes \_\_\_\_ No

Has the Customer ever had an incident of non-appropriation or failed to complete any lease, loan, or borrowing obligation?

\_\_\_\_ Yes \_\_\_\_ No If "Yes", please provide details: \_\_\_\_\_

To whom this application is made, or any credit bureau or other investigative agency employed by such person, is hereby authorized to investigate any references or information herein listed or statements or other data obtained from me or from any other person pertaining to the credit and financial responsibility of the customer listed on this application.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please fax the completed application to 866-2-FAX APP**

(866-232-9277)

**JAMES R. ST. JEAN  
AUCTIONEERS**

MAR 30 2018

April 2018

TO: ALL MUNICIPALITIES & NON-PROFITS

**RE: STATE OF NH SURPLUS PROPERTY AUCTION**

This memo is to advise all City and Town Personnel that the State of NH allows, as well as encourages, your participation in the State of NH Surplus Property Auction to be held Saturday, May 19, 2018 at the White Farm, 144 Clinton Street, Concord, NH.

In the past the Cities and Towns who have participated have consigned many items such as vehicles, equipment, furniture and fixtures. Through the auction process many of these Cities and Towns have found the auction method to be very lucrative, especially in the sale of motor vehicles. In the fall of 2017 over 35 Cities and Towns throughout NH participated in the auction; visit our website: [www.jsjauctions.com](http://www.jsjauctions.com) for sale results. Should the May 19, 2018 date of the live auction not fit into your timeline, please note that St. Jean Auctioneers conducts online vehicle & equipment auctions throughout the year and would be happy to meet with you to discuss alternative auction methods. Please contact Jay or Sue at (603) 734-4348 and we'll provide detailed information on both live and online auction options.

The following are the live auction guidelines:

1. All items entered into the auction will be sold at **"absolute auction", that is, with no minimum or reserve bids.**
2. We must have a complete inventory list on town letterhead or use the attached form
3. Vehicles year 2000 or newer need a Title of Ownership signed and dated 5/19/18. Vehicles older than year 2000 need: A copy of the Title of Ownership signed & dated 5/19/18 or a (TMDV 22A), it's a pink State of NH form with one of the following: A copy of the title, copy of last registration or a (TDMV-19A), it's a blue State of NH Verification of Vehicle Identification form.
4. All consignors are responsible for delivery of items to the auction site which is located at 144 Clinton Street, Concord, NH (exit 2 off of I-89).
5. Drop off times: Thursday, May 10 from 8am-3:30pm; Friday May 11 from 8am-1pm and by appointment with auctioneers. All consignors will be required to submit an inventory listing upon or before arrival and to assist with unloading. The State of NH will provide forklift/loader assistance for heavy equipment and palletized loads.

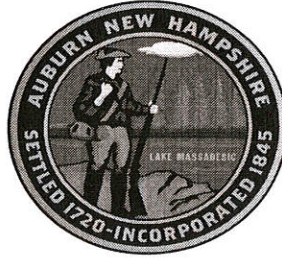
St. Jean Auctioneers will make payment approximately fifteen business days after the auction sale. Our payment will include a listing of each item sold and the sale price. A check will be made payable in the manner you indicate to us minus a yard fee of ten percent of the gross sales amount.

We look forward to working with you and if you have any questions, please do not hesitate to contact our office at (603) 734-4348.



## Town of Auburn

Town Hall  
47 Chester Road  
P.O. Box 309  
Auburn, NH 03032



## Town Administrator

William G. Herman, CPM  
Phone: (603) 483-5052 Ext. 111  
Fax: (603) 483-0518  
E-Mail:  
townadmin@townofauburnnh.com

**To:** Board of Selectmen

**From:** Bill Herman, CPM, Town Administrator

**Date:** March 28, 2018

**Re:** Update on Pinetree Road Property – Clearing of Title

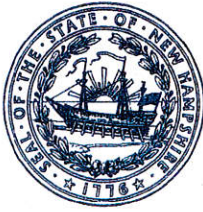
As the Board will recall, the Town sold three different properties in the Sun Valley area at public auction last fall. The Town has closed on two of the properties, but a third one on Pinetree Road had a clouded title and the Town needed to go through a quiet title process before being able to close on this property.

We received a report from Town Counsel on March 23<sup>rd</sup> the notice period and process to the heirs of a former owner of the property has passed with no one coming forward making a claim against the property. The Superior Court had appointed Guardian Ad Litem to represent the interests of the former owner and heirs, and he has filed a report with the Court indicating all statutory steps have been taken, there have been no claims made for the property, and the Court should approve the Quiet Titled filed by the Town of Auburn.

On March 23<sup>rd</sup>, Town Counsel has filed everything necessary with the Superior Court to complete this process, including a draft decree for the Court to sign that successful complete this process. We anticipate that should occur within the next two weeks.

Once completed, we will be able to scheduling a closing on the property with the successful bidder, Strategic Contracting Company of Manchester, and secure the \$86,000 bid amount for the property.

Thank you for your consideration.

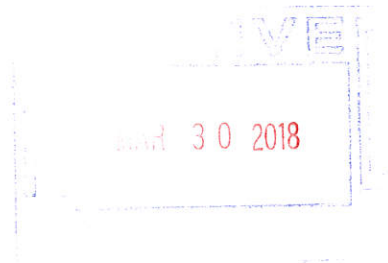


STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2411 Fax: 271-2629

March 22, 2018

William G. Herman, Town Administrator  
Town of Auburn  
PO Box 309  
Auburn, NH 03032



**RE: Land and Water Conservation Fund-NH Grant Round 29: PROJECT SELECTIONS**

Dear Mr. Herman;

The initial phase of the application and selection process for Grant Round 29 of the Land and Water Conservation Fund is now complete. I am pleased to inform you that your Eddows Recreational Fields-Support Facilities project proposal has scored high enough to be considered for possible funding. Based on the uncertainty of our impending 2018 federal fiscal year program apportionment, your project may or may not be funded.

We will hold onto your proposal until the 2018 federal fiscal year apportionment is made available by the National Park Service (NPS). We anticipate receiving the notice of apportionment from the NPS before the end of the federal fiscal year (September 30, 2018). At that time our program staff will reach out to you following an assessment of available funds.

We look forward to working with you to achieve our goal of securing funding for your outstanding public outdoor recreation project. If you have any questions please feel free to contact Eric Feldbaum, Community Recreation Specialist/Alternate State Liaison Office, or Bill Gegas, LWCF Program Specialist, at (603) 271-3556 or [lwcf@dnr.nh.gov](mailto:lwcf@dnr.nh.gov).

Sincerely,

Jeffrey J. Rose  
Commissioner/LWCF State Liaison Officer

JJR/vng

**Town of Auburn  
Board of Selectmen  
March 19, 2018**

**Selectmen Present:** James Headd, Richard Eaton & Keith Leclair

**Also Present:** Town Administrator William Herman, Road Agent Michael Dross, Linda Dross, Library Trustee Nancy Mayland, Recreation Coordinator Amy Lachance, Planning Board Member Tom Lacroix, Joanne Linxweiler, Maryanne and John Rolfe, Shawn Wheeler, Paula Marzloff, Mike DiPietro, Dale Phillips, Alan Villeneuve, School Board; Christine McLaughlin, Marion Miller, and Nancy J. Hoijer, Recording Secretary.

Mr. Headd called the public meeting to order at 6:57 pm and led the audience in the Pledge of Allegiance.

Mr. Headd introduced and welcomed Keith Leclair, the newly elected Selectmen who replaced Dale Phillips, whose term had expired this year.

**Election of Board Chair and Vice Chair**

***Mr. Eaton motioned to nominate James Headd as Chairman of the Board of Selectmen for this year. Mr. Leclair seconded his motion, with all in favor and Mr. Headd accepting the nomination, the motion passed unanimously.***

***Mr. Headd motioned to nominate Richard Eaton as Vice Chairman of the Board of Selectmen for this year. Mr. Leclair seconded his motion, with all in favor and Mr. Eaton accepting the nomination, the motion passed unanimously.***

**Approval of Accounts Payable for the week of March 12, 2018 in the amount of \$956,405.01.**

***Mr. Eaton motioned to approve the Accounts Payable for the week of March 12, 2018 in the amount of \$956,405.01. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

**Approval of Payroll for the week of March 19, 2018 in the amount of \$41,693.51.**

***Mr. Eaton moved to approve the Payroll in the amount of \$41,693.51 for the week of March 19, 2018. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

**Approval of Accounts Payable for the week of March 19, 2018 in the amount of \$360.00.**

***Mr. Eaton moved to approve the Accounts Payable for the week of March 19, 2018 in the amount of \$360.00. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

## **Approval of Consent Agenda – Week of March 19, 2018**

Mr. Herman left the meeting room briefly at 6:58 pm and returned to the meeting room at 7:00 pm.

Mr. Herman presented the Consent Agenda which included, but not limited to, a request of Dale Phillips for renewal of her historic structure application. Mr. Headd read the Consent Agenda out loud for the benefit of those present.

***Mr. Eaton motioned to accept the Consent Agenda for the week of March 19, 2018. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

## **New Business**

### **Annual Board and Commission Appointments**

Mr. Herman presented the list of town officer, board and committee appointments, which are due for action, for the year 2018.

Selectmen's Representatives to:

Budget Committee	Term to expire in March, 2019
Planning Board	Term to expire in March, 2019
Highway Safety Committee	Term to expire in March, 2019
Parks & Recreation Commission	Term to expire in March, 2019

Mr. Headd agreed to serve as the representative to the Budget Committee. Mr. Leclair agreed to serve as the representative to the Planning Board. Mr. Eaton agreed to serve as representative to the Highway Safety Committee and Mr. Headd agreed to serve as representative to Parks & Recreation.

Mr. Herman presented the list of boards or commissions, the incumbent currently in the position and the new term of office for the position:

Conservation Commission	Diana Heaton	Term to expire in March, 2021
Highway Safety	Daniel Carpenter	Term to expire in March, 2019
	Michael DiPietro	Term to expire in March, 2019
	Eva Komaridis	Term to expire in March, 2019
Library Trustee Alternates	Sharon I. Bluhm	Term to expire in March, 2019
	Jean Worster	Term to expire in March, 2019
Parks & Recreation	David Nye	Term to expire in March, 2021
	Margie McEvoy	Term to expire in March, 2021

Zoning Board of Adjustment	James Lagana	Term to expire in March, 2021
Alternate	Steven Carroll	Term to expire in March, 2021
Regional Economic Development Center CEDS Steering Committee	Elmer Pease, II	

Mr. Villeneuve stated that he thought Diane Heaton would be ok with the appointment.

***Mr. Eaton motioned to appoint Diana Heaton to the Conservation Commission for the term to expire in March, 2021. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

***Mr. Leclair motioned to appoint Dan Carpenter, Michael DiPietro and Eva Komaridis to Highway Safety for the terms to expire in March, 2019. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously.***

***Mr. Leclair motioned to appoint Sharon I. Bluhm and Jean Worster as Library Trustee Alternates for the terms to expire in March, 2019. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously.***

Mr. Herman requested to hold off on the appointments of David Nye and Margie McEvoy to Parks & Recreation citing a letter from Adele Frisella dated March 19, 2018 which raised concern with appointed members who have worked for the department causing a conflict of interest, similar to the Cemetery Trustee situation. Ms. Frisella stated in the letter that while these individuals have been a real asset to the town and work tirelessly there needs to be some separation. Mr. Herman added that they would serve until a successor is appointed.

Mr. Herman advised Mr. Lagana requested not to be reappointed to the Zoning Board of Adjustment due to business considerations.

Mr. Herman suggested waiting until the next meeting as Bob Beaurivage is in Florida on vacation and hasn't been contacted about a possible appointment on the ZBA.

Mr. Herman advised Elmer Pease who has served on the Regional Economic Development CEDS Steering Committee for 5-7 years now is unable to continue to serve and recommends this position be filled by someone with good qualifications.

### **Community Discussion – Future of Parks & Recreation**

Mr. Herman presented an outline dated March 6, 2018 concerning the goals established by the Board of Selectmen for 2018 to have a community discussion to determine whether Parks & Recreation should continue to be predominantly volunteer driven or become a formal town department with further oversight from town staffing.

The outline proposes that the Board consider implementation of the proposed focus group discussions, online survey and overall community facilitated meeting to meet the Board of Selectmen's 2018 goal of having a community discussion concerning the structure of Parks & Recreation moving forward.

Mr. Headd advised that Amy Lachance has a strong background and suggests following her lead and authorizing her to go forward.

***Mr. Leclair motioned to authorize the implementation of the proposed focus group discussions, online survey and community discussions to achieve the 2018 goal of the Board of Selectmen to restructure Parks & Recreation. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously.***

### **Potential of Water to Portion of By-Pass 28**

Mr. Herman presented a proposal dated March 16, 2018 regarding the potential of water to a portion of By-Pass 28, which is one of the goals the Board established in the 2018 Goal Setting process.

Hr. Herman advised that in his discussions with the Londonderry Town Manager, he was told that the water line is owned and operated by the Pennichuck Water Works and we would need to have that conversation with them. Mr. Herman requested that Stantec make contact with the appropriate individuals at Pennichuck.

Hr. Herman believed that the town had the proposed line and would extend it through the Leppert Way area. Mr. Eaton corrected that it was brought across the road. Mr. Eaton added that when the 4A Exit project comes in the industrial needs for the water, more so than the septic which is small, for fire protection and the like will need to be done quickly. The tax revenue resulting from the industrial growth would aide in the school. There are For Sale signs abundant in that area. Mr. Dross added there is also 40 acres of town owned land off Rattlesnake.

### **Article 5 – Hooksett Road Property**

Mr. Herman presented a report concerning the purchase of the 1.9 acre parcel of land on Hooksett Road from the Friends of Auburn together with proposed warranty deed from the McLane Law Firm, which has been reviewed by town counsel. Once the property is transferred to the town, the proposal is to complete a Voluntary Merger of the existing one-half acre library property to establish one 2.4 acre lot owned by the Town of Auburn.

Mr. Eaton suggested the property should be appraised. He asked Mr. Herman if he felt that was necessary, and Mr. Herman stated he felt it was not necessary as the price will not change and the Town is not mortgaging the property, but the decision was the Board's to make. Mrs. Phillips advised that Avatar will be doing an assessment at a later date which will include the two pieces.



Mr. Villeneuve inquired as to whether the Board had or needed to vote on this and Mr. Headd advised him that this was already approved by the town as a warrant article.

### **EMS and Dispatch Contracts with Town of Derry**

Mr. Herman presented a proposal dated March 15, 2018 concerning the renewal of the EMS Contract with Derry last year for a five-year term from July 1, 2015 to June 30, 2020. Mr. Herman advised that due to the recent negotiation for EMS services between the Town of Chester and Derry that as a result Derry was willing to offer similar contracts for similar terms as were just approved with Chester.

Mr. Eaton advised that he called the fire chief and dispatch services should be put to bid. Mr. DiPietro added that ambulance service and dispatch together might provide some advantage.

### **COLA Adjustment for Town Payroll**

Mr. Herman presented a proposal dated March 19, 2018 concerning the COLA adjustment for the Town Payroll which includes a 1.95% Cost of Living Adjustment (COLA) for all Town positions which per the Personnel Policy and budget will take effect as of April 1<sup>st</sup>.

***Mr. Eaton motioned to authorize the issuance of the Cost of Living Adjustment for all town positions as included in the 2018 budget approved by the voters on March 13, 2018. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

### **Potential Snow Emergency Declaration**

Mr. Herman advised that FEMA will be making a snow declaration for the storms experienced over the past two weeks. Mr. Leclair asked if there were any documents. Mr. Herman advised that he will be submitting the application and that up to 75% of the costs can be recovered.

### **Old Business**

#### **Update of Finance Assistant Job Posting**

Mr. Herman advised that he has received 2 more applications, bringing the total received to 12 but that one of those candidates has already accepted a position somewhere else. Mr. Herman suggested that he, together with Ms. Frisella and Mrs. Phillips could interview 5-6 candidates initially and narrow it down to 2 or 3 for the Board to decide on within the next couple weeks.

Mr. Headd recommended that they move forward with that plan and the Board will consider among the 2-3 candidates.

## **Other Business**

### **Board of Selectmen's Meeting Schedule – April through June, 2018**

Mr. Headd advised that the Board of Selectmen will be meeting:

April 2, 16 and 30

May 14

June 4 and 18

Mr. Herman added that there was to be only one meeting in May due to the Memorial Day holiday two weeks following and that the May meeting can coincide with the School Board.

### **Minutes – March 5, 2018 Public and March 5, 2018 Non-Public**

***Mr. Eaton motioned to approve the March 5, 2018 Public meeting minutes, as written. Mr. Leclair seconded his motion. With Mr. Leclair abstaining due to absence from that meeting, the vote was 2 in favor and 1 abstention, the motion was carried.***

***Mr. Eaton motioned to approve the March 5, 2018 Non-Public meeting minutes, as written. Mr. Leclair seconded his motion. With Mr. Leclair abstaining due to absence from that meeting, the vote was 2 in favor and 1 abstention, the motion was carried.***

### **Adjourn**

***Mr. Headd motioned to adjourn the meeting. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously. The meeting was adjourned at 7:27 pm.***

Respectfully submitted,

Nancy J. Hoijer,  
Recording Secretary