

**Town of Auburn
Board of Selectmen
December 4, 2017
Town Hall
7:00 p.m.**

() Call to Order – Pledge of Allegiance

Approval of Payroll for the Week of November 27, 2017 -- \$45,456.53

Approval of Accounts Payable for Week of December 4, 2017

Consent Agenda – as of December 4, 2017

() Appointments with the Board

Age-Friendly Community Program – Sylvia von Aulock, Executive Director of Southern NH Planning Commission & Todd Fahey, New Hampshire AARP

() FY 2018 Budget Presentations

Road Reconstruction

Solid Waste – Bill Herman

() New Business

Consideration of Warrant Articles for 2018 Town Warrant

Proposed Policy for Naming Town Facilities, Trails or Properties

() Old Business

Renewal of Ambulance Services Contract with Town of Derry

() Other Business

() Minutes

- November 20, 2017 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."

Bill Herman

From: Sylvia von Aulock <SvonAulock@snhpc.org>
Sent: Tuesday, November 28, 2017 4:03 PM
To: Bill Herman; Debra Doda (submit@chesternh.org); John Harrington; Adam Jacobs; 'dshankle@hooksett.org'; 'kbrown@londonderrynh.org'; Kevin Smith, Londonderry; Peter Flynn, New Boston; 'l.bernard@newbostonnh.gov'; Naomi Bolton; Rick Sawyer; ahansen@townofcandia.org; 'davidcaron@derrynh.org'; DSullivan@WindhamNH.gov
Cc: Todd Fahey (tfahey@aarp.org); Cameron Prolman; Adam Hlasny; Derek Shooster; Maddie Diionno
Subject: SNHPC and AARP info for Community Official's meetings

Hello Town Managers, Administrators, and Assistants,

Thanks so much for scheduling us to come in and talk about our Age-Friendly Program. I know for some, we still need to connect but in an effort to be as efficient as possible, I wanted to send out this short blurb about the program.

Age-Friendly Community Planning *recognizes the needs for people of all ages*. For the Southern NH Planning Commission, their recent planning efforts within this framework gives special consideration to New Hampshire's *growing senior population and the declining millennial population*.

The Commission's Age-Friendly Community Program started in 2016 with a series of community conversations and surveys. This effort was the means to produce age-friendly assessments for all of SNHPC's 14 communities. One of the goals of this work was to raise awareness and examine assets, opportunities, and roadblocks on many aspects of quality of life issues for both seniors and millennials. Valuable input from several hundred residents and stakeholders was tabulated for four focus areas:

- Transportation & Connectivity
- Housing & Zoning
- Recreation & Engagement
- Business & Economic Development

According to the SNHPC surveys, millennials and seniors have surprisingly similar wants and needs: affordable housing, transportation options, and opportunities to socialize and be part of the community fabric.

In this next phase, SNHPC has an opportunity to work with up to three communities in our region to create unique strategic plans for Becoming Age-Friendly. Working with community leaders, champions, and volunteers, SNHPC will assist communities and move from assessment into strategic planning. The goal is to develop age-friendly strategic plans including recommendations and guidance on how to become age-friendly communities. SNHPC is fortunate to have the support of agencies with experience and tools that can help guide this work, such as AARP's Livable Communities Toolkit.

SNHPC is encouraging all our 14 communities to submit a letter of interest to participate as a Pilot Community. These letters will be reviewed by our stakeholder subcommittee and *three pilot communities* will be chosen. *Letters should include how an age-friendly action plan can help your community with consideration to transportation, housing, social engagement, and economic development.*

If you only have a moment and want a sneak preview of the program, please check out our 2.5 minute [brief video](#). If you have more time and want to read your community's assessment, they are [available on the SNHPC website](#). Interested in what other communities of all sizes are doing to become more age-friendly, visit [AARP's Livable Communities Toolkit](#).

SNHPC is grateful to our funders: Tufts Health Plan Foundation, AARP, and NHDOT.

Looking forward to discussing this with your Boards and Councils.

Thanks, Sylvia

Sylvia von Aulock
Executive Director

Southern NH Planning Commission - Celebrating 50 Years of Planning Services

438 Dubuque St.
Manchester, NH 03102
603-669-4664

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11:52AM

2018 PROPOSED IMPROVEMENTS OTHER THAN BUILDINGS

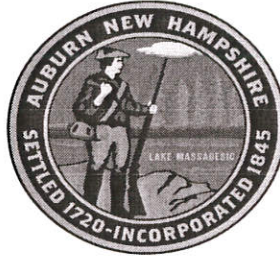
TOWN OF AUBURN

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ReportBudgetSF

		1	2	3	4	5	6	7	8	9
		Expended	Expended	Expended	Budgeted	Expended YTD	Dept/Comm	% Chg	BOS	Budget Comm
		2014	2015	2016	2017	2017	Request	17/18	Approved	Approved
							2018		2018	2018
		As of December	As of December	As of December	As of December	As of November				
<hr/>										
General Fund										
Improvements Other Than Bldgs										
1 01-4909-9-930-0	Road Reconstruction	660,770.14	705,781.19	936,031.18	800,000.00	694,231.35		-100%		
Improvements Other Than Bldgs Total		660,770.14	705,781.19	936,031.18	800,000.00	694,231.35	0.00	-100%	0.00	0.00
Grand Total:		660,770.14	705,781.19	936,031.18	800,000.00	694,231.35	0.00	-100%	0.00	0.00

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
Cc: Michael Dross, Road Agent

From: Bill Herman, CPM, Town Administrator
Date: October 25, 2017
Re: Road Reconstruction 2018

As part of the Board's workshop meeting on November 1st, the Road Reconstruction budget account will be an item for your consideration. We need direction from the Board of Selectmen as to how much money you wish to budget for in this area in FY 2018.

In general terms, the Road Agent has indicated the roads that generally remain left to be dealt with include (in no particular order):

- Rockwood Terrace (completion of work begun in 2017)
- Dartmouth Drive
- Lovers Lane
- Squirrel Drive
- Lakeview Way
- Walnut Drive
- Acorn Avenue
- Joan Drive
- Rockingham Road (remove cement base)
- Old Candia Road (remove cement base)
- Intersection of Depot Road & Hooksett Road

The Road Agent can certainly provide you any information or thoughts he may have on any given road or road project.

Hopefully this list will at least provide initial information to assist the Board in making a decision concerning funding for road reconstruction in 2018.

Thank you for your consideration.


2018 PROPOSED SOLID WASTE TOWN OF AUBURN

	1	2	3	4	5	6	7	8	9	
	Expended	Expended	Expended	Budgeted	Expended YTD	Dept/Comm	% Chg	BOS	Budget Comm	
	2014	2015	2016	2017	2017	Request	17/18	Approved	Approved	
						2018		2018	2018	
	As of December	As of December	As of December	As of December	As of November					
General Fund										
Solid Waste Disposal										
1 01-4324-3-390-1	Solid Waste Hazardous	5,126.10	4,651.50	7,557.66	6,500.00	10,267.07	8,500.00	31%	6,500.00	6,500.00
Narrative for Column # 6										
E-Waste Collection Day - \$4,000; Household Hazardous Waste Day - \$2,000; Shred Day - \$500. Requesting an additional \$2,000 for Hazardous Waste.										
Narrative for Column # 8										
BOS approved 9/25/2017.										
Narrative for Column # 9										
Budget Committee approved 10/19/2017.										
Solid Waste Disposal Total		5,126.10	4,651.50	7,557.66	6,500.00	10,267.07	8,500.00	31%	6,500.00	6,500.00
Grand Total:		5,126.10	4,651.50	7,557.66	6,500.00	10,267.07	8,500.00	31%	6,500.00	6,500.00

RAYMOND PUBLIC WORKS
4 Epping Street
Raymond, New Hampshire 03077
Telephone (603) 895-7036
Fax (603) 895-7064
dogrady@raymondnh.gov

Date: November 14, 2017

To: Bill Herman, Auburn Town Administrator
Christopher Sterndale, Nottingham Town Administrator

From: Denise OGrady, Public Works Assistant 

Subject: HHW Collection 2017

The participation and costs associated with this year's collection event where as follows:

Participation: Total household participation from all three towns was 238, with 86 from Raymond, 105 from Auburn, and 47 from Nottingham.

Grant Funds: The state reimbursement this year was 17 cents per capita. I used the same populations derived from the US Census Bureau for the three participating towns. Raymond was 10,285, Auburn was 5,359, and Nottingham was 4,993, for a total of 20,637. This resulted in a grant appropriation of \$3,508.29 divided as follows: Raymond \$1,748.45; Auburn - \$911.03; and Nottingham - \$848.81.

Cost Share: The invoice for the collection event from Clean Ventures is \$15,515.00. Based upon the participation percentages, the raw cost per community is as follows: Raymond \$5,585.40; Auburn - \$6,826.60; and Nottingham - \$3,103.00.

The final community cost is their raw cost minus the corresponding communities grant share which works out as follows:

Raymond	\$5,585.40	-	\$1,748.45	=	<u>\$3,836.95</u>
Auburn	\$6,826.60	-	\$ 911.03	=	<u>\$5,915.57</u>
Nottingham	\$3,103.00	-	\$ 848.81	=	<u>\$2,254.19</u>

Warrant Article – Rescue Vehicle

To see if the town will vote to authorize the Board of Selectmen to enter into a five year lease agreement in the amount of Two hundred-fifteen thousand dollars (\$215,000.00) for the purpose of leasing a new Rosenbauer Smartcab FX Medium Rescue Vehicle for the Auburn Fire Department, and to raise and appropriate the sum of One hundred thousand dollars (\$100,000.00) for the down payment for the cab and chassis for that purpose, with this amount to come from the unexpended fund balance as of December 31, 2017; This lease agreement contains an escape clause. (Majority vote required)

(Recommended / Not Recommended by the Board of Selectmen)
(Recommended / Not Recommended by the Budget Committee)

OR

To see if the town will vote to authorize the Board of Selectmen to enter into a five-year lease/purchase agreement in the amount of Two hundred-fifteen thousand dollars (\$215,000.00) payable over a term of five (5) for the purpose of leasing a new Rosenbauer Smartcab FX Medium Rescue Vehicle for the Auburn Fire Department, and to raise and appropriate the sum of One hundred thousand dollars (\$100,000.00) for the down payment for the cab and chassis for that purpose with this amount to come from the unexpended fund balance as of December 31, 2017 (Three-fifths ballot vote required)

(Recommended / Not Recommended by the Board of Selectmen)
(Recommended / Not Recommended by the Budget Committee)

OR

To see if the town will vote to approve the leasing a new Rosenbauer Smartcab FX Medium Rescue Vehicle for the Auburn Fire Department, at a cost not to exceed Three hundred-fifteen thousand dollars (\$315,000.00) payable over a term of five (5) years with an annual appropriation of Forty-five thousand-four hundred eighty four dollars and 39-cents (\$45,484.39), and further to raise and appropriate One hundred thousand dollars (\$100, 000.00) for the down payment for the cab and chassis for that purpose, with this amount to come from the unexpended fund balance as of December 31, 2017. In each of the following five (5) years the appropriation of Forty-five thousand four hundred eighty four dollars and 39-cents (\$45,484.39) will be contained in the operating budget and the default budget. (Three-fifth ballot vote required)

(Recommended / Not Recommended by the Board of Selectmen)
(Recommended / Not Recommended by the Budget Committee)

Warrant Article – Purchase of Land Adjacent to Library

To see if the Town will vote to raise and appropriate the sum of Two-hundred thousand dollars (\$**200,000**) to purchase the 1.9-acre parcel of land (Tax Map #26, Lot #10) on Hooksett Road adjacent to existing Town property with the Griffin Free Public Library. This sum to come from the unreserved fund balance (surplus) as of December 31, 2017 with no additional amount to be raised by taxation in 2018.

(Recommended / Not Recommended by the Board of Selectmen)
(Recommended / Not Recommended by the Budget Committee)

Warrant Article – Town Garage / Storage Building Project

To see if the Town will vote to raise and appropriate the sum of _____ thousand dollars (\$_____) to purchase construct a single story 36' x 72' garage / storage building on the site of the Auburn Safety Complex at 55 Eaton Hill Road for use by multiple Town departments. This sum to come from the unreserved fund balance (surplus) as of December 31, 2017 with no additional amount to be raised by taxation in 2018.

(Recommended / Not Recommended by the Board of Selectmen)
(Recommended / Not Recommended by the Budget Committee)

Warrant Article – Collective Bargaining Agreement – Auburn Police Union

To see if the Town will vote to approve the cost items related to the third year of a three-year collective bargaining agreement which resulted from negotiations between the Auburn Board of Selectmen, the Auburn Police Commission and the Auburn Police Union, Local 216 and which represents an estimated increase of \$42,486 over FY 2017 salaries, fringe benefits and other cost items at the current staffing level for the ensuing year; and further to raise and appropriate the sum of Forty-two thousand, four hundred eighty-six dollars (**\$42,486**), to fund those cost items for FY 2018. **(Recommended by the Board of Selectmen)**
(Recommended / Not Recommended by the Budget Committee)

Warrant Article – Recreation Revolving Fund

To see if the Town will vote to establish a Recreation Revolving Fund pursuant to RSA 35-B: 2, II. The money received from fees and charges for recreation programs and donations shall be allowed to accumulate from year to year, and shall not be considered to be part of the Town's general fund. The Town Treasurer shall have custody of all monies in the fund, and shall pay out the same upon order of the Board of Selectmen. These funds may be expended only for recreation purposes as stated in RSA 35-B and subject to a policy to be developed by the Board of Selectmen. No expenditure from this fund shall be made in such a way as to require the expenditure of other town funds that have not been appropriated for that purpose.

Warrant Article – Use of Additional Library Funds

To see if the Town will vote to permit the public library to retain all money it receives from its income-generating equipment to be used for general repairs and upgrading and for the purchase of books, supplies and income-generating equipment in accordance with RSA 202-A:11-b. If approved, this authorization shall remain in effect until specifically rescinded by a future Town Meeting vote.

Warrant Article – Allowance of Keno Games

To see if the Town will vote to allow the operation of keno games within the Town of Auburn?

TOWN OF AUBURN

POLICY FOR NAMING TOWN FACILITIES, TRAILS OR PROPERTIES

The naming of Town facilities, fields, parks, buildings, trails or other properties is an honor and recognition which is to be bestowed upon individuals who contributed to the progression of the community through countless hours and years of self-sacrifice and dedication to the greater good.

The naming of such facilities of the Town of Auburn is to fit this historical intent and honor of the community as a whole, and the passage of time assists with evaluating our past efforts.

Application Process:

The name of an individual to be recognized and the designated facility, fields, parks, buildings, trails or other property to be named may be submitted by a citizen or multiple citizens, a local organization, Town Department or other entities associated with the Town of Auburn. The proposal should outline the reasons for honoring the individual in this manner.

The proposal shall be submitted to the Office of the Board of Selectmen. The Town Administrator, with the assistance of other Town officials as appropriate, shall review the request and confirm or gather information concerning the proposed individual recommended for recognition. The Town Administrator shall provide the original proposal and all supporting documentation to the Board of Selectmen for consideration.

Due to the limited nature of naming opportunities and the permanence of such an action, a unanimous vote of the Board of Selectman shall be required for approval, after a duly noticed public hearing held on the proposal pursuant to the provisions of RSA 41:14-b – “Adoption and Amendment of Town Codes and Ordinances”.

In addition to the signage, plaques or tablets designating the named Town facilities, fields, parks, buildings, trails or other properties, names approved for this purpose by the Auburn Board of Selectmen will be memorialized by a commendation and resolution which shall be presented to the individual or family members.

Criteria:

Qualifying facilities, fields, parks, buildings, trails or other properties must be under the ownership of the Town of Auburn.

The criteria for naming facilities, fields, parks, buildings, trails or other properties after an individual will require that at least one of the following requirements is fulfilled as determined solely by the Board of Selectmen:

- ❖ A well-known community leader, either elected, appointed or volunteer;

TOWN OF AUBURN

POLICY FOR NAMING TOWN FACILITIES, TRAILS OR PROPERTIES

- ❖ A person who has positively influenced a large population within the Town through a significant contribution of money, time, material or land;
- ❖ A person who has received national recognition for personal service and accomplishment above and beyond the call of duty with respect to the public good;
- ❖ An individual who had a major involvement in the acquisition or development of the facility;
- ❖ An individual whose civic leadership or volunteerism clearly contributed to the betterment of the Town;
- ❖ An individual who is deceased and whose personal attributes symbolized the principles and standards of an Auburn community organization;
- ❖ Recognition of a generous financial or other contribution from a donor (in the form of a donation, bequest, sponsorship, etc.), such contribution being voluntary and not rendered in consideration of the granting of naming rights

Except under extraordinary circumstances,

- No Town facility, field, park, building, trail or other property shall be named after any citizen who currently holds local, state or federal office, unless the elected official has died in office or until a minimum of three years after leaving office.
- No Town facility, field, park, building, trail or other property shall be named after any current Town employee until a minimum of three years after their employment with the municipality.

Informed Consent:

Except in the case of historical figures, the Town shall not approve the naming of any Town facility, field, park, building, trail or other property without the informed written consent of the named party or the named party's legal representative.

Physical Display of Named Properties:

The appropriate physical display of the named Town facility, field, park, building, trail or other property shall be decided by the Board of Selectmen. Signs, plaques or tablets may be installed on or in the appropriate building, or at the field, park, trail or other property.

Delegation of Approval Authority:

The Auburn Board of Selectmen is the body that determines the naming of Town facilities, fields, parks, buildings, trails or other properties, and this authority may not be delegated.

TOWN OF AUBURN
POLICY FOR NAMING TOWN FACILITIES, TRAILS OR PROPERTIES

It is recognized the naming of public facilities, fields, parks, buildings, trails or other properties should only be undertaken after careful consideration and review by the Auburn Board of Selectmen.

Effective Date:

This policy shall take effect upon adoption.

Adopted by the Board of Selectmen the ____ day of _____, 2017.

James F. Headd

Richard W. Eaton

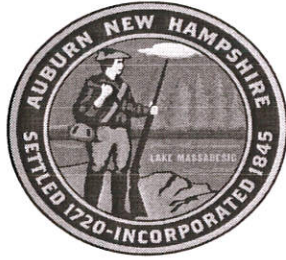
Dale W. Phillips
AUBURN BOARD OF SELECTMEN

Received and recorded this ____ day of _____, 2017

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: November 29, 2017

Re: Renewal of Ambulance Contract with Town of Derry

At your meeting on November 20, 2017, we provided the Board with a proposed renewal agreement with the Town of Derry for the provisions of ambulance services for the time period of July 1, 2018 through June 30, 2025.

Previously we provided the Board with an outline of the proposed changes to the agreement, as well as a copy of the proposed agreement. The Board requested we bring this back for a vote at a future meeting to enable you time to read the material.

If the Board is in agreement with this proposal, we would propose the following motion for the Board's consideration:

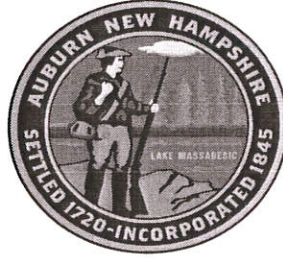
Move to approve the proposed Contract for Emergency Ambulance Services between the Town of Derry and the Town of Auburn for the time period of July 1, 2018 through June 30, 2025.

Thank you for your consideration.

Attachments

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: November 20, 2017

Re: Renewal of Ambulance Services Contract with Town of Derry

The Town of Auburn's current contract for ambulance service with the Town of Derry is due to expire on June 30, 2018. As this has an impact on both Town's FY 2018 budgets, the Town Administrators and the Fire Chiefs of our two communities met to discuss the service with the eye towards renewing the contract.

As a result of these discussions, attached is a proposed renewal agreement to cover the time period of July 1, 2018 through June 30, 2025. Below is a highlight of the proposed adjustments to the contract:

- ❖ Chief Gannon was particularly interested in adjusting the training offered to Auburn by Derry as part of this agreement. Those adjustments have been made and are included as the changes to Section 3.8 (Pages 3 & 4) of the attached draft.
- ❖ Chief Gannon also sought to minimize any operation of a Derry ambulance by Auburn personnel as part of this agreement. That adjustment has been made within Section 6 – Assistance at Scenes (Page 6).
- ❖ I had sought a level funding for at least the first year of the agreement, which was provided. That adjustment is included as part of the changes to Section 4 - Compensation (Page 4). This rate was the ambulance budget for 2018 the Board approved on November 6th.
- ❖ From the Town of Derry's perspective, they were interested in expanding the time frame of the agreement from five years to seven years, which is also reflected in this document in Section 3.2 (Page 2) and Section 4 (Page 4).
- ❖ Derry was also interested including current information and rates for the billing of ambulance service with the new agreement. This is reflected in Section 2 – Attachments (Page 2) and in a replacement Addendum B – Ambulance Service Rates (Page 12) and a new Addendum C – Ambulance Billing and Collections (Page 14).

We are providing this to the Board for your information and review. We'll schedule a vote on the proposed agreement for a Board meeting to be held in December.

Thank you for your consideration.

Attachment

**CONTRACT FOR
EMERGENCY AMBULANCE SERVICES BETWEEN
THE TOWN OF DERRY and THE TOWN OF AUBURN**

WHEREAS, a geographic and economic similarity exists between the two towns to maintain Emergency Ambulance Services; and

WHEREAS, the Town of Derry/ Derry Fire Department desires to provide Emergency Ambulance Services; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated permits towns to enter into agreements to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.

THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the Town of Derry and the Town of Auburn hereby agree to join together in fulfilling their responsibilities imposed by law for providing Emergency Ambulance Services to their constituencies and citizens and to exercise all powers available to them for acquiring, developing, financing, managing, and operating an Emergency Ambulance Service for their needs in accordance with the following articles, effective on the date signed by the Town Administrator and the Fire Chief of the Town of Derry, Derry Municipal Center, 14 Manning Street, Derry, New Hampshire, duly authorized by a vote of the Derry Town Council, and by the Board of Selectmen for the Town of Auburn and the Town of Auburn's Fire Chief, P.O. Box 309, 47 Chester Road, Auburn, NH 03032.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. THE CONTRACT

- 1.1. The contract consists of this executed document, all relevant portions of the Town of Derry Charter and its ordinances, and all documents listed below, attached hereto, and made a part hereof, collectively constituting the entire integrated Contract between the Town of Derry/Derry Fire Department and the Town of Auburn and supersedes all prior negotiations, representations, understandings, or contracts, either written or oral. The contract shall not be modified or amended except upon a written instrument executed by both parties, and as approved pursuant to RSA 53-A by the Attorney General of the State of New Hampshire.

- 1.2. This agreement shall be construed as a New Hampshire contract with venue for all actions hereunder being in the courts of the State of New Hampshire and sitting in Rockingham

County. This contract is fully integrated containing 13 pages, including Addendums A, B, and C, and is to be construed without reference to other documents, correspondence between the parties, circumstances, or practices.

2. ATTACHMENTS

2.1. Service Specifications (Addendum A)

2.2. ~~Ambulance Service Rates – Patient Billing / Collection Policy~~ (Addendum B)

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~~2.2.2.3.~~ Ambulance Billing and Collections (Addendum C)

~~2.3.2.4.~~ Privacy Agreement (Addendum ~~C~~D)

3. SCOPE OF SERVICES

3.1. The Derry Fire Department shall provide emergency ambulance services in full and complete accordance with the terms and provisions of this Contract. The Derry Fire Department shall apply all necessary due diligence and control to ensure that the work is provided as per State guidelines and professional methods. Specifications for the services to be provided by the Town of Derry are set forth in Addendum A of this contract, "Service Specifications".

3.2. The Town of Derry agrees to furnish full-time, twenty-four hour Emergency Ambulance Services to the Town of Auburn, New Hampshire, beginning at 12:00 a.m. July 1, ~~2013~~2018, and ending at 11:59 p.m. on June 30, ~~2018~~2025, except that providing the contract shall renew past ~~June 30 2018~~June 30, 2025, there shall be no lapse in coverage. This Agreement shall become effective upon signing by both parties and approval by the Attorney General of the State of New Hampshire and filing with the clerks of the Town of Derry, the Town of Auburn and the Secretary of State for the State of New Hampshire. The contract shall continue in effect unless and until either party provides written legal notice to the other, in cases not involving a breach of the contract, at least twelve (12) months in advance of the date of termination that the party wishes to terminate this agreement. The services shall be provided in accordance with the specification of this Agreement.

3.3. Legal notice shall be in writing sent certified mail, return receipt requested to the following address:

Town Administrator
Town of Derry
14 Manning Street
Derry, New Hampshire 03038

Chairman of the Board of Selectmen
Town of Auburn
PO Box 309, 47 Chester Road
Auburn, New Hampshire 03032

3.4. The Derry Fire Department shall utilize the ambulance equipment presently in place, which is

owned by the Town of Derry / Derry Fire Department. As this equipment needs to be replaced or use necessitates additional equipment, costs shall be the responsibility of the Town of Derry / Derry Fire Department.

3.5. The Town of Derry / Derry Fire Department maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Derry Fire Department. Any personnel concerns by the Town of Auburn shall be addressed to the Chief of the Derry Fire Department (and/or his/her designee) by the Auburn Fire Chief.

3.6. Derry Fire Department shall maintain all directories, maps, mass casualty response plans, personnel rosters, and Town information supplied from the Town of Auburn, to effectively provide ambulance services.

3.7. Derry Fire Department shall furnish emergency ambulance transportation of patients within a radius of 50 miles from the town limits of Auburn.

~~3.8. The Derry Fire Department will provide upon request up to thirty-six hours of annual Emergency Medical Services (EMS) training, and shall include:~~

~~3.8.1. Training at the Auburn Fire Department Safety Complex on Derry EMS equipment, Derry Vehicles, and Derry EMS Policies and Procedures to members of the Auburn Fire Department.~~

~~3.8.2. A State of New Hampshire, Bureau of EMS approved twenty-four hour Emergency Medical Technician refresher training program onsite in Auburn. The refresher training program will be offered in separate training periods throughout the year at a time and location mutually agreed upon by both parties.~~

~~3.8.3. Six hours of Simulation Lab training per year. Two hours on an adult simulation mannequin, two hours on a pediatric simulation mannequin and two hours with both mannequins with interactive case reviews. This training may take place at either the Auburn or Derry Fire Station and dates and times agreeable by both parties.~~

~~3.8. The Derry Fire Department and the Auburn Fire Department will form a joint Continuous Quality Improvement (CQI) Committee that may meet up to 3 times a year or as may be needed to review medical cases.~~

3.8. The Derry Fire Department will provide upon request up to thirty-six hours of annual Emergency Medical Services (EMS) training, and shall include:

3.8.1. Training on Derry EMS equipment, Derry Vehicles, and Derry EMS Policies and Procedures to members of the Auburn Fire Department.

3.8.2. Delivery of a twenty-hour (20 hour) National Continued Competency Emergency Medical Technician Refresher Program (NCCR) based on National Education Guidelines, and approved by the State of New Hampshire, Bureau of Emergency Medical Services.

3.8.3. One four hour (4 hour) NCCR make up class as needed for recertification will be available to Auburn members who missed scheduled trainings.

3.8.4. Six hours of Simulation Lab training per year. Two hours on an adult simulation mannequin, two hours on a pediatric simulation mannequin and two hours with both mannequins with interactive case reviews. This training is to take place at the Derry Fire Hampstead Road Station.

3.8.5. Training dates and times shall be mutually agreed upon by both parties.

3.9.—3.9. Auburn Fire Department will be invited to participate in the Derry Fire Department monthly Continuous Quality Improvement (CQI) Committee meeting at any time Auburn Fire Department medical cases are reviewed or upon a medical case review requested by the Auburn Fire Department.

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4 COMPENSATION

- 4.1 The maximum annual value of this contract is specified below per year of the agreement. The Town of Derry / Derry Fire Department shall invoice the Town of Auburn for actual documented costs incurred up to the said contract value and shall submit its invoice to the Town of Auburn on or before June 30th for the assigned annual payment.

Term	Annual Payment
YEAR — 1 (JULY 1, 2013 2018 - JUNE 30, 2014 2019)	\$57,302 83,896
YEAR — 2 (JULY 1, 2014 2019 - JUNE 30, 2015 2020)	\$63,033 85,574
YEAR — 3 (JULY 1, 2015 2020 - JUNE 30, 2016 2021)	\$69,336 88,141
YEAR — 4 (JULY 1, 2016 2021 - JUNE 30, 2017 2022)	\$76,269 90,785
YEAR — 5 (JULY 1, 2017 2022 - JUNE 30, 2018 2023)	\$83,896 93,509
YEAR — 6 (JULY 1, 2023 - JUNE 30, 2024)	\$96,314
YEAR — 7 (JULY 1, 2024 - JUNE 30, 2025)	\$99,204

4.2 The Town of Derry Fire Department shall invoice the Town of Auburn at least thirty (30) days prior to the payment due date, provided that this Agreement is not cancelled as herein specifically permitted during its term. In the event of such cancellation, payment due shall be prorated to the date of termination and no further payments shall be due for any period after the date of termination.

4.3 All payments shall be sent to:

Tax Collector
Town of Derry
PO Box 405
Derry, New Hampshire 03038-0405

4.5 All other correspondence and notices other than legal notices as outlined in paragraph 3.3 shall be sent to:

Fire Chief
Derry Fire Department
14 Manning Street
Derry, New Hampshire 03038

5. CONTRACT TERMS

5.1. The Town of Derry has the right to request negotiations on raising the fee annually. The Town of Derry must notify the Town of Auburn, in writing, no later than September 1, of each year, if it wishes to exercise this right. Any increases in fees must be approved by the Town of Auburn Board of Selectmen within thirty (30) days of the proposed fee increase. If the Town of Auburn Board of Selectmen does not approve the fee increases, then the Contract shall terminate without further action of either party on July 1st of the following year.

5.2 Auburn reserves the right to cancel this agreement for breach of the conditions contained in the agreement 120 calendar days after the date upon notifying the Town of Derry in writing, during its term upon a breach of any condition contained within. For the purposes of this provision, all terms hereof are deemed to be material. In the event Derry is in material breach of any condition described herein, Auburn shall give Derry written notice thereof. If Derry has not commenced to cure such material breach within fifteen (15) calendar days after receipt of notice, Auburn may, upon written notice, terminate this agreement, and the agreement shall terminate 120 calendar days thereafter. In the event of a cancellation of this agreement, the fee due to Derry shall be prorated to the date of the written notice of the material breach to Derry.

5.3 Derry reserves the right to terminate this agreement, after sending written notice to Auburn, for

any breach of the terms of the contract by Auburn. The termination shall be 120 calendar days from Auburn's receipt of the notice and shall not be deemed a material breach of this agreement. For as long as neither party is in breach of any material term of the contract, then termination requires 365 days' notice by either party. If the contract is terminated for a breach and the reason for the breach is something other than for non-payment of contractually obligated payments, then Derry shall reimburse Auburn for any prepaid payments that Auburn has paid to Derry.

5.4 The parties shall have the right to renew this agreement for such additional periods and upon such additional terms as they may agree. Negotiations for such renewal shall begin as early as possible in the last year of this agreement, but no later than April 1.

6. ASSISTANCE AT SCENES

~~6.1.6.1.~~ The Auburn Fire Department shall respond with apparatus / personnel to assist ambulance personnel on medical emergencies in order to provide effective first- response medical care to patients within the Town of Auburn.

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~~6.2.~~ Both parties agree that it is desirable to have Derry personnel operate the ambulance.

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7. CONFLICT RESOLUTION

7.1 Both Towns agree that if there are any conflicts regarding services as specified in this contract or questions that they be addressed to the Fire Chief of the Derry Fire Department or his/her agent, through the Fire Chief of the Auburn Fire Department or his/her agent.

8. BOOKS AND RECORDS

8.1. The Town of Derry / Derry Fire Department will maintain or cause to be maintained all records, books, or other documents relative to all changes or any other matter involving its performance of the Contract or demand for compensation from the Town of Auburn for a period not less than three years from the date of final payment for services performed under this contract.

9. INSURANCE

9.1. The Town of Derry / Derry Fire Department shall secure and maintain Derry's equipment and personnel, for the duration of this Contract, all insurances required by law. The insurance coverage shall be at no cost to the Town of Auburn for any and all occasions the Derry Fire Department is providing services pursuant to this Contract.

9.2. The Town of Derry/Derry Fire Department shall provide Certificates of Insurance for general public liability and automobile for personal injuries. Such insurance policies shall be in force as required by the applicable ordinances of the municipality and as required by the N.H. Code of Administrative Rules, He-P 1203.03(2) b. The coverage shall be for Town of Derry equipment and personnel only. The Town of Auburn shall be named as an additional insured during the period of the contract.

9.3. The Town of Derry/Derry Fire Department shall provide, at no cost to the Town of Auburn, workers compensation insurance to all Derry's employees as required by law.

9.4. The Town of Derry/Derry Fire Department shall provide, at no cost to the Town of Auburn, malpractice insurance for all of Derry's employees having the same limits and provisions as the Town of Derry's liability insurance Coverage must coincide with the dates of this agreement. The Town of Auburn shall be named as an additional insured during the period of this agreement, any cost of which shall be borne by the Town of Derry/Derry Fire Department.

10. MISCELLANEOUS AND LIMITATIONS

10.1 The Town of Derry / Derry Fire Department shall not subcontract any portion of its services under this contract without the express prior written consent of the Town of Auburn.

11. INDEMNIFICATIONS AND HOLD HARMLESS

11.1. The Town of Auburn hereby covenants and agrees to indemnify and hold harmless the Derry Fire Department and the Town of Derry, its officers, agents, representatives, and employees from any and all claims, suits, actions, losses, damages, costs or injury to persons or property to the extent caused by the Derry Fire Department services under his contract or the negligent performance, negligent acts, errors or omissions in the work performed by the Derry Fire Department or any servant, agent or employee thereof, under this contract except to the extent caused by the gross negligence of the Town, their agents, representatives, and employees, and such indemnity shall not be limited by any reason of any insurance coverage.

12. GOVERNING LAWS

12.1. This contract, including any supplements hereto, shall be governed by the laws of the State of New Hampshire and shall be subject solely to the jurisdiction of courts located within the

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State of New Hampshire.

APPROVAL SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SERVICE PROVIDER

DERRY TOWN ADMINISTRATOR duly authorized, by the Derry Town Council, to sign on behalf of Derry:

~~John Anderson~~ Town Administrator
Witness

Date

FIRE CHIEF duly authorized to sign on behalf of Derry:

~~George Klauber~~ Fire Chief

Date

Witness

SERVICE RECEIVER

SELECTMAN TOWN of AUBURN: duly authorized to sign on behalf of Auburn:

Signature

Date

Witness

FIRE CHIEF duly authorized to sign on behalf of Auburn:

Fire Chief

Date

Witness

ADDENDUM A SERVICE SPECIFICATION

Town of Derry / Derry Fire Department shall provide services in accordance with the following specifications:

1. Ambulance dispatching services through the Derry Fire / EMS Dispatch Center.
2. Emergency ambulance service for those who are experiencing or are perceived to be experiencing a traumatic or medical condition in which immediate medical care is required in order to prevent death or aggravation of such condition. Reported witnessed deaths or dead on arrivals are included.
3. Emergency ambulance standby service for any potential medical emergency situation within the town limits deemed necessary by the Auburn Fire or Police Departments. The ambulance shall remain on standby until released by the Auburn Fire or Police Official in charge of the incident. There is no additional charge to the Town of Auburn for this service. This emergency ambulance standby shall not include special event coverage.
4. No less than three (3) ambulances total shall be maintained within the stations of the Derry Fire Department.
 - a. All ambulances will be registered in the State of New Hampshire and licensed by the New Hampshire Department of Safety, Division of Fire Standards & Training - Bureau of Emergency Medical Services.
 - b. All ambulances shall meet the motor vehicle inspection requirements of the State of New Hampshire at all times. Maintenance of a current Ambulance Transporting License issued by the New Hampshire Department of Safety, Division of Fire Standards & Training - Bureau of Emergency Medical Services in accordance with the provisions of RSA 153-A.
 - c. All ambulances will be equipped with a means to contact Auburn Fire Department apparatus via radio communications.
5. Advanced Life Support service at the Paramedic level.
6. All Advanced Life Support Level ambulances will be staffed with a minimum of one (1) Paramedic and one (1) EMT who are licensed State of NH EMS providers. Maintenance of certificates and educational documentation of all department EMS personnel must be made available to a designated representative Town of Auburn for inspection, upon request.
7. As may be required during a Mass Casualty Incident, as defined in RSA 153-A:2, XIII, it will be the responsibility of the Derry Fire Department to request additional ambulances through its mutual aid agreements / plans. Any additional cost incurred because of this type of incident will be the responsibility of the Town of Auburn.
8. Submit to an inspection of the department buildings, vehicles, equipment, patient information, incident statistics, and personnel at any time by a designated representative of Auburn.

9. Written documentation that the Parkland Medical Center of Derry will act as the Primary Resource Hospital for the Department.
10. The replacement of certain expendable supplies (as mutually specified by the Auburn Fire Department and the Derry Fire Department Ambulance Service) utilized by the Auburn Fire Department on a medical emergency incident. Expendable supplies are to include but are not limited to bandaging, dressings, tape, oxygen delivery masks, hot/cold packs, EKG electrodes, and IV supplies. The Auburn Fire Department must initially stock all vehicles and personnel EMS kits prior to this agreement.
 - a. The Auburn Fire Department and Derry may mutually agree on bulk purchases of items not considered 'expendable'.

ADDENDUM B
AMBULANCE SERVICE RATES - PATIENT BILLING / COLLECTION POLICY

1. The Town of Derry / Derry Fire Department intends to charge for all transported users or responsible parties that receive emergency ambulance services. The current rate / fee structure is:

Town of Derry Ambulance
Ambulance Fee Schedule
Effective ~~January 1, 2013~~ September 1, 2016

	<u>Bundled Rates</u>
<u>BLS Non-Emergency</u>	<u>\$617</u>
<u>BLS Emergency</u>	<u>\$617</u>
<u>ALS – 1 Emergency</u>	<u>\$1152</u>
<u>ALS – 2 Emergency</u>	<u>\$1614</u>
<u>SCT Emergency</u>	<u>\$1795</u>
<u>ALS Treat and Release</u>	<u>\$186</u>
<u>Mileage</u>	<u>\$17</u>

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- a. Ambulance rates may be updated annually based on the changes in allowable rates as published by The Centers for Medicare & Medicaid Services (CMS) a regional analysis. New rate schedules shall be forwarded to the Town of Auburn once adopted by the Town of Derry.

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2. No person shall be denied emergency care / transport due to the inability to pay the fees.

~~2.3.~~ See Town of Derry Administrative Regulation #57 – Ambulance Billing for ambulance billing and collection processes. (Addendum C)

3. ~~The Town of Derry shall appoint an Ambulance Hardship Committee to address patient concerns related to patient payment of ambulance service billable fees.~~

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- a. ~~An Ambulance Hardship Committee shall be maintained for those patients who feel the fee for the ambulance service causes an undue financial hardship. The board may consist of representatives from the Towns of Auburn, Derry, and/or an area member of the healthcare / public services. Members shall serve without compensation. Any administrative cost shall be borne by the Town of Derry.~~
- b. Any patient transported by the department who believes that the fees cause an undue hardship shall be informed by the Department that the Ambulance Hardship Committee exists and that they may make application for consideration for a waiver of the fees or a payment plan for the fees. The patient shall have sixty (60) calendar days to contact the board from the date of service, excluding any hospitalization days.

- e. ~~The Ambulance Hardship Committee shall meet at mutually agreed times and dates as necessary to discuss these hardships. A majority vote of the board shall decide all cases. If the patient is absolved of any or all parts of the obligation to pay the fee, Derry shall consider the outstanding debt as a loss. If the board rules that the patient should pay the fees, the Town of Derry shall be permitted to collect all fees by all means allowed by law.~~

Effective Date: October 19, 2017 Regulation No: 57
Revision Date: _____ Supersedes: _____
Approved By: David R. Caron,
Town Administrator

- 1) The Derry Fire Department shall bill for ambulance treatment and transport services rendered.

2) Ambulance rates Charge Master will be updated every (2) two years and approved by the Town Council.

3) The ambulance fee schedule Charge Master shall include billing rates for:

- a. BLS Non-Emergency
- b. BLS Emergency
- c. ALS1 Emergency
- d. ALS2 Emergency; multiple ALS procedures
- e. SCT Emergency
- f. ALS Treat and Release
- g. Mileage; loaded to hospital

4) The Town shall comply with Centers for Medicare and Medicaid Services; only the allowable rates for each item on Charge Master will be invoiced.

5) Ambulance billing services shall be provided by reputable contracted ambulance billing vendor.

6) Accounts receivable that are not collected by the contracted billing vendor will be transferred to a reputable contracted collections vendor.

7) After contracted collections vendor has exhausted all options to collect accounts receivable; the account balance is considered for write-off.

PROCEDURE

1) The primary care EMS provider completes an electronic patient care report for each patient:

- a. Evaluated and Refuses Treatment
- b. Evaluated and Treated
- c. Evaluated, Treated, and Transported

2) Fire Department EMS Director reviews daily ambulance patient care reports:

- a. Assures accuracy of patient demographic information
- b. Medical necessity for transport
- c. Required signatures are obtained
 - i. Permission to Treat
 - ii. HIPPA
 - iii. Authorization to Bill
- d. Billing Charge Master determinates

3) Accounts are forwarded to contracted ambulance billing vendor within 2-3 days from date of service, or as soon as practical. Some accounts require additional time to verify patient demographics, or attainment of medical necessity signatures.

4) Contracted billing vendor will invoice at 30, 60, 90 days:

- a. If the patient has health insurance - Contracted billing vendor will invoice private insurance company or CMS for payment.
- b. If the patient does not have health insurance – Contracted billing vendor will invoice the patient directly.
- c. Co-payments or other balances are invoiced to secondary insurance or patient directly.
- d. Phone calls and letters are approved to assist customers with payment options.
- e. Small balance write-offs may be approved by the Town.
- f. Deceased patient write-offs may be approved by the Town.
- g. Timely filing write-offs may be approved by the Town.
- h. Hardship charity discounts, payment plans, and charity write-offs may be authorized if patient can demonstrate that they are living below Federal Poverty Guidelines.
- i. Patients who are denied a hardship related request, may appeal directly to the Town Administrator or his/her designee (Human Services Office).

- i. Customer accounts are reconciled daily.
 - k. Finance will assure that journal entries reflect accounts receivable write-off.
 - l. After approximately 120 days from date of service - If account has an outstanding balance and the billing vendor has exhausted their options, the account is to be transferred to our contracted collections vendor.
 - i. If the customer is working in good faith with the billing vendor to resolve insurance issues; this transfer to collections may be delayed for an additional 60 days.
- 5) After uncollected accounts receivable are transferred from contracted billing vendor to our contracted collections vendor.
 - a. Contracted collections vendor shall work each account for an additional 4-6 months.
 - b. Contracted collections vendor shall adhere to detailed threshold limits for collection strategies as approved by the Town:
 - i. Phone calls and letters may be authorized to assist customers with payment options.
 - ii. Payment plans for hardship situations, balance write-offs, settlement authority, credit bureau reporting, and litigation may be authorized.
 - c. When contracted collections vendor has exhausted all options regarding collections of any outstanding balance, the remaining accounts receivable will be returned to the Town of Derry Finance Department and considered for write-off.
- 6) Write-off of any accounts receivable shall require the approval of Finance Department, Fire Chief, Town Administrator and Town Council Chair.
 - a. Finance will assure that journal entries reflect accounts receivable write-off.

David R. Caron
Town Administrator

ADDENDUM C **PRIVACY AGREEMENT**

Auburn Fire Department ("Auburn") shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of any mutual services provided to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center by Auburn. In conformity therewith, Auburn agrees that it will:

- Not use or further disclose PHI except as permitted under this Agreement or required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- To mitigate, to the extent practicable, any harmful effect that is known to **Auburn** of a use or disclosure of PHI by **Auburn** in violation of this Agreement.
- Report to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center any use or disclosure of PHI not provided for by this Agreement of which **Auburn** becomes aware;
- Ensure that any agents or subcontractors to whom **Auburn** provides PHI, or who have access to PHI, such as consulting companies or law firms, agree to the same restrictions and conditions that apply to **Auburn** with respect to such PHI;
- Make PHI available to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center and to the individual who has a right of access as required under HIPAA;
- Incorporate any amendments to PHI when notified to do so by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center;
- Provide an accounting of all uses or disclosures of PHI made by **Auburn** as required under the HIPAA privacy rule;
- Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Auburn's and the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center's compliance with HIPAA; and
- At the termination of this Agreement, return or destroy all PHI received from, or created or received by **Auburn** on behalf of the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center.

The specific uses and disclosures of PHI that may be made by **Auburn** on behalf of the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center include, but are not limited to:

- The review of patient care information in providing or receiving any related services to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center concerning a particular ambulance incident;
- The review of patient care information and other medical records and the submission of that information to carriers, insurers and other payers with respect to **Auburn** assisting

the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center in insurance or Medicare audit or other similar action;

- The review of patient care information with respect to providing the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center with information generally;
- The review of patient care information in the course of **Auburn** conducting compliance assessment activities;
- The review of PHI and other information necessary to assist the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center in developing its HIPAA compliance program;
- Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

Notwithstanding any other provisions of this Privacy Agreement, this Contract may be terminated by the Town of Derry, in its sole discretion, if the Town of Derry determines that **Auburn** has violated a term or provision of this Privacy Agreement pertaining to The Ambulance Service's obligations under the HIPAA privacy rule, or if **Auburn** engages in conduct which would, if committed by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center, result in a violation of the HIPAA privacy rule by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center.