

Town of Auburn  
Board of Selectmen  
May 18, 2020  
**PUBLIC ACCESS BY REMOTE TELECONFERENCE**  
Dial In: 1-712-770-5323 Access Code: 639411

7:00 p.m.

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

**( ) Meeting Preamble During Covid-19 Emergency**

Approval of Payroll Manifest for the Week of May 11, 2020 -- \$47,489.53

Approval of Accounts Payable Manifest for the Week of May 18, 2020

Approval of Consent Agenda – Week of May 18, 2020

**( ) Appointments with the Board**

Amy Lachance – Parks & Recreation Events

Fire Chief Michael Williams – Monthly Meeting

- Proposed Updates to SOP #012 and SOG #309
- Pingree Hill Station Generator
- Diesel Exhaust Filtration System
- Fire / EMS Dispatch Contract

**( ) Town Response to Covid-19 and State of Emergency Declaration**

General Update on Town Issues

First Responders Covid-19 Stipend Program

Governor's Office for Emergency Relief and Recovery – Relief Fund Grant Agreement

**( ) New Business**

Purchasing Policy Appendix A – Rates for Contract Labor & Equipment

**( ) Old Business**

NH 10-Miler Road Race – Update

**( ) Report / Comments of Ex-officio Board Representatives**

**( ) Other Business**

**( ) Next Meetings / Events**

Monday, June 1, 2020 – Board of Selectmen's Meeting – 7:00 PM

Monday, June 15, 2020 – Board of Selectmen's Meeting – 7:00 PM

**( ) Minutes**

- May 4, 2020 Public Meeting
- May 4, 2020 Non-Public Meeting
- May 11, 2020 Workshop Meeting

**( ) Adjourn**

***Note: Following various orders issued by Governor Sununu based on the State of Emergency declared on March 13, 2020, the general public will not be able to physically attend the Board of Selectmen's meeting, but can call 1-712-770-5323 and use Access Code 639411 when prompted to be able to listen to the meeting on any telephone.***

### MEETING PREAMBLE DURING COVID-19 EMERGENCY

Good Evening, as Chairman of the Board of Selectmen, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). Federal, state, and local officials have determined that gatherings of 10 or more people pose a substantial risk to our community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, I also find that this meeting is imperative to the continued operation of City government and services, which are vital to public safety and confidence during this emergency.

Governor Sununu issued Emergency Order #12 on March 23<sup>rd</sup> which provides local government boards the ability to conduct business using technology to hold remote meetings and not provide a public place of meeting but provide for the public's ability to listen to the meeting. As such, this meeting will be conducted with the Board present in one place and the public having the ability to telephonically listen to the meeting.

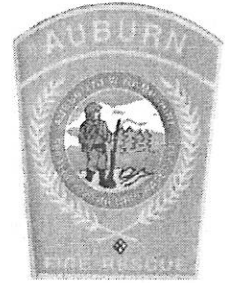
At this time, I also welcome members of the public accessing this meeting remotely. Even though this meeting is being conducted in a unique manner under unusual circumstances, the usual rules of conduct and decorum apply. Any person found to be disrupting this meeting will be asked to cease the disruption. Should the disruptive behavior continue thereafter, that person will be removed from this meeting.

Let's start the meeting by taking a Roll Call attendance for the benefit of the public who may be listening in to this meeting.



## TOWN OF AUBURN, NEW HAMPSHIRE

Fire Department  
55 Eaton Hill Road  
Auburn, NH 03032  
(603) 483-8141



### Auburn Fire-Rescue Department Monthly Report April 2020

The Auburn Fire Department responded to 60 Incidents in the month of April, Incident responses are broken down listed below:

Building Fire:	0
Vehicle/equipment Fires:	0
Brush:	0
Fires, all other:	0
Alarm Call no fire:	7
Hazardous Conditions:	2
Rescue/EMS:	24
Service calls:	17
Good intent calls:	10
<b>Total:</b>	<b>60</b>

*I want to personally thank all Auburn first responders for the great work they have all done over the last few months during these times. Both Auburn Fire and police members have been exposed to COVID-19 emergencies here in Auburn, by our members wearing proper PPE and following department COVID-19 policies have kept them safe. Great Job!*

#### Fire Chiefs Report

- Numerous hours worked on the COVID-19 situation both as the Fire Chief and the EMD for the community, The Towns EOC staff has met weekly on status updates per the NH Emergency operations center. Auburn Fire Department and Auburn Police both have sufficient PPE for our first responders. We have also received some additional PPE for future town events. As I write this report things are starting to open slowly with hope that things get back to normal.
- I Attended numerous ZOOM meeting reference to NHEOC and the COVID pandemic
- Many Fire department events are being held remotely due to COVID-19, Officers meetings, Department meetings and training are being held via ZOOM meetings
- Continually updating Operational Policies and Procedures.
- I Attended the selectmen's meeting to go over monthly Fire Department report.
- Exported the monthly NHIFRS reports to the State of N.H.
- Responded to emergencies and meetings as needed and required.
- I met with Fire officers and Department members as needed as required.

#### **Deputy Fire Chief Bob Selinga**

- Assists with Policy and procedure updates. Currently revised SOP 309 Mutual Aid
- Assists with checking members off on fire apparatus as driver/operators.
- Met with Station 2 officers will be filling in for Capt. Walters as he resigned from his position as Station captain.
- Responds to emergencies as requested.
- Assists the Fire Chief with many department related issues.

#### **Safety Complex Captain Jim Saulnier**

- Assisted with the COVID-19 preparedness, along with station cleanliness, serving as the assistant health officer, attended EOC staff meetings weekly.
- The station air compressor was installed.
- Assists with filling the per Diem shifts and with managing this program.
- Placed new Forestry pumps in service.
- New outlets installed in the Community room for new EOC TV's
- Working on getting Station cameras tied together so both Fire station cameras can be viewed from the Complex.
- The day crew responded to 13 calls for service in April.
- Quarterly HVAC pm was completed at the Complex.
- Responded to emergencies as requested.
- Completed monthly Station Captain responsibilities @ Station 1.
- Completed daily Fire prevention activities.

#### **Station 2 Captain (Vacant)**

#### **Lieutenant Todd Dignard (Crew #2)**

- Crew detail every other Sunday.
- Workers on ordering Forest pumps and equipment, now in service
- Firematic donated a small RAM to AFD, this unit is now in service
- Responded to emergencies as requested.
- Ordered and repaired small tools and equipment.
- Worked with his assigned crew on monthly training/crew activities, vehicle checks, etc.

#### **Lieutenant Matt Barsaleau (Crew #1)**

- Crew detail every other Sunday.
- Assisted with Forestry gear inventory.
- Issued PPE as needed and requested.
- Responded to emergencies as requested.
- Worked with his assigned crew on monthly training/crew activities, vehicle checks, etc.



**Lieutenant Chris Szatynski (Training)**

- Working with many new members on completing probationary manual requirement.
- Responded to emergencies as requested.
- Working on updating probationary manual.
- Lt. Szatynski oversee all mobile and portable radios and serves as the Fire Training Officer.
- Serves as the AFD safety Officer.
- Working on organizing and scheduling monthly fire training.

**Lieutenant Pat Glennon (Apparatus)**

- Responded to emergencies while on duty as required.
- Assisted with updating uniform policy and with ordering uniforms for call members.
- Assisted with floor waxing @ the Complex.
- Replaced E2 auto eject
- Repaired E2 air leak
- Assisted with installation of the Station air compressor at the complex.
- Scheduled Boat 1 to have GPS installed @ bass Pro shop
- Scheduled Boat 2 for PM service @ bass pro shop.
- Worked on driver training with FF. Makris
- Worked with Power up generator on prices to repair Station 2 generator.
- Daily assigned station duties.

**Lieutenant Mike Sullivan (EMS)**

- Serves as our EMS coordinator.
- Responded to emergencies as requested.
- Monthly EMS training was held via ZOOM meeting due to COVID-19
- Qc's all EMS TEMSIS reports.
- Attended COVID-19 EOC meetings.
- Working on preparing for a Coronavirus outbreak, putting together exposure kits for members and training members on PPE.

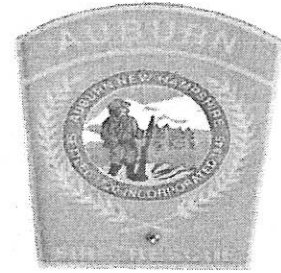
  
Michael Williams

Chief of Department



# Town of Auburn Fire Department

55 Eaton Hill Road  
Auburn, NH 03032  
(603)483-8141



Auburn Fire Department Standard Operating Policy		
Posting Date: 08/19/2017 Effective Date: 01/01/2018	Category & Identification Number: SOP # 012	Policy Revisions 11-20-18, 05-18-20
SOP Title: Pay Rates and Stipends (Call personnel)		
Approved by Michael Williams	Re-evaluation Date: 05/18/2021	Number of pages: 2

## PURPOSE:

The purpose of this policy is to ensure all members are compensated at the appropriate rate of pay for incident responses and training.

## SCOPE:

The scope of this policy applies to all call personnel which have the applicable job title listed below.

## PROCEDURES AND INFORMATION:

- Pay rates for Incident responses are based on a one (1) hour minimum pay unless the call is cancelled.
- Cancelled incident responses are based on ½ hour increments.
- Any incident response which last longer than one (1) hour will be calculated in half hour increments over 1 hour.
- Time is calculated from the time of the tone until fire apparatus is restored to service.
- Monthly Training sessions will be paid in half (½) hour increments.
- All Members must sign in on the call roster sheet located in dispatch to receive payment any for incidents or trainings attended.
- Pay periods for emergency response and training time shall be paid monthly.

## Time calculation examples:

- Example: Cancelled incident response = ½ hour increments
- Example: An incident response lasting 0-60 minutes = 1 hours pay
- Example: An Incident response lasting 1 hour and 10 minutes = 1- 1/2 hours pay
- Example: An incident response lasting 1 hour and 31 minutes = 2 hours of pay

**Pay Rates effective June 1, 2020**

Scene Support:	\$8.50 per hour
Engineer/Operator:	\$9.50 per hour
EMR, EMT, AEMT, No Firefighter Training:	\$10.50 per hour
EMTP, No Firefighter Training:	\$11.50 per hour
Firefighter / EMTP:	\$13.50 per hour
Firefighter, No EMS Training:	\$10.50 per hour
Firefighter/EMT, EMR, AEMT:	\$11.50 per hour
Fire Lieutenant:	\$13.50 per hour
Fire Captain:	\$14.50 per hour
Deputy Fire Chief:	\$15.50 per hour

**Pay rates will be reviewed annually during the budget process.**

The following stipends will be paid out on the first pay period of December for the following positions

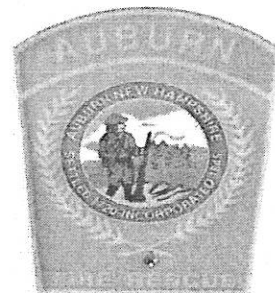
Stipends	Rate
Deputy Chief	\$3,500.00
Captain	\$750.00
Lieutenant	\$500.00
Deputy Fire Wardens	\$300.00

**END OF SOP 012**



# Town of Auburn Fire Department

55 Eaton Hill Road  
Auburn, NH 03032  
(603)483-8141



Auburn Fire Department Standard Operating Guideline		
Posting Date: 08/19/2017 Effective Date: 10/19/2017	SOG Category & Identification Number: SOG # 309	SOG Revision date: 5-18-20
SOG Title: Mutual Aid Response		
Revised by Robert Selinga Approved by Michael Williams	Re-evaluation Date: 5-18-21	Number of pages: 1

**PURPOSE:** The purpose of this guideline is to ensure an adequate response on all emergency calls in other communities.

**SCOPE:** The scope of this guideline applies to all Auburn Fire personnel and how respond on mutual aid calls.

## GUIDELINES AND INFORMATION

- No personnel shall respond directly to the requesting town apart from the department's Chief Officers.
- Upon transmission of a mutual aid request, all available personnel shall respond to one of two stations based on request. For towns requesting a specific apparatus or piece of equipment (i.e. Tanker 2, Forestry 1, etc.) response shall be from the station where the requested apparatus or equipment is housed. For mutual aid requests requiring more than one piece of apparatus the *station* response for firefighters will be guided by I AM RESPONDING updates and sign-on transmissions from officers and apparatus.
- Mutual aid for station coverage or direct to scene shall respond with the optimal amount of driver/operator and firefighters based on apparatus.
- Response for station coverage shall be considered as a **cold** response. Response to the scene shall be considered as a **hot** response.
- Personnel responding to requests for mutual aid shall do so with the appropriate gear, whether full turnout for structure fires or forestry gloves, helmet, and boots for forest fires.
- For all mutual aid responses, the AFD's or host department's accountability system shall be utilized.
- All personnel responding on Engines, Ladders, Tankers, or Rescue are preferred to be state certified firefighters. However, any personnel internally signed off to drive and operate AFD apparatus, which are not certified firefighters, may **only** drive and operate Auburn Fire apparatus needed or requested. If responding with the Rescue, filling SCBA bottles and fire ground clean up shall be the limit of assistance. The driver/operator shall not participate in any interior fire ground operations.

END OF SOG 309

May 05, 2020

Lieutenant Patrick Glennon ([pglennon@auburnnhfire.org](mailto:pglennon@auburnnhfire.org))  
Town of Auburn - Fire Department  
55 Eaton Road  
Auburn, NH 03032

**Re: Generator Replacement – 6 Pingree Hill Road**

We are pleased to provide material / labor for wiring and equipment work as follows:

**Option # 1 New 25 kw Generator (Recommended)**

- Remove existing Kohler #20RZ generator.
- Provide one (1) 25 KW, propane, Kohler # 25CCL (see attached Spec Sheet), 120/240V, single-phase, pad mount generator with NEMA 3R sound enclosure, battery and battery charger. New generator to be install on existing pad.
- EPA- Certified for Stationary Emergency Applications.
- Replace existing 60 amp generator service disconnect switch with new NEMA 3R, 100 amp fused disconnect switch. Includes 100 amp TD fuses.
- Existing ATS Unit, EP-1 and EP-2 Panels to remain. New 100 amp feeder to be provided from new generator, new service disconnect and to existing ATS Unit. Existing 2" conduit to be re-used. There are currently no ground conductors in existing conduits. New ground conductors and equipment grounding to be provided as per Code requirements.
- Rework wiring for block heater and battery charger circuits with associated conduits / wiring from existing EP-2 Panel to generator. Includes breakers as required.
- Replace existing #6 conductors from generator service disconnect to existing automatic transfer switch (ATS Unit) with new #3 THHN 100 amp rated conductors.
- Relocate the Fire Alarm Control Panel branch circuit from MP Panel to the EP-2 Panel.
- Provide delivery, off-loading and rigging to set generator.
- Propane fuel and connection - FBO.
- Provide start-up, testing, commissioning and owner training.
- Includes permits and inspections.
- Work to be performed during normal work hours.
- Five (5) year warranty on generator.

**Total Material / Labor Cost for Option # 1: \$18,157**

**Option # 2 New 20 KW Generator**

This would involve changing the existing Kohler 20 KW (# 20RZ) with a new Kohler 20 KW (# 20RESC) generator.

The install for new 20 KW would be basically the same as the 25 KW detailed in Option #1 with the exceptions as noted below.

- This generator will not meet NFPA 110, Level 1 if required at future date and not rated for EPA-Certified for Stationary Emergency Applications.
- The 20 KW is listed as a home / residential generator (see attached Spec Sheet).
- The 20 KW has only 83 amp output. This may handle current loads, but not future or larger loads at the existing EP-1 & EP- 2 Panels.
- The current feeder conductors from generator disconnect to EP Panels is only rated for 50 amp. This would need to be upgraded to handle additional loads over 50 amps.
- The current generator service disconnect switch is rated for 60 amps and has 50 amp fuses. Fuses can only be upgraded to 60 amp. This limits the full capacity of new generator. The service disconnect would need to be upgraded to 100 amp with 80 amp fuses for full potential.
- Grounding conductors and equipment grounding still required by Code.

**Total Material / Labor Cost for Option # 2: \$13,987**

**Option # 3 Repair of existing 20 KW Generator**

The current condition of generator indicates compression loss at the minimum. Additional and or unforeseen repairs may be required to get this unit back in running condition. We can only provide an approximate cost on this due to present age, usage and unforeseen items.

**Approximate Repair Cost Option # 3 (engine only): \$5,000**

**Note:** The existing Kohler #20RZ generator is an older unit that has previously had numerous repair issues and is currently out of use due to additional generator issues. The major issue being the engine itself. The recent trouble-shooting indicates loss of compression. This in itself will be costly and additional repairs may be needed when and if engine is torn apart. With current generator situation, besides engine repairs, emergency load capacity is limited to 50 amps, Fire Alarm Panel circuit and system grounding needs to be addressed.

In summary, we recommend Option # 1 to best suit the needs for this location.

Thank you for allowing us to be of service, please do not hesitate to contact us should you have any questions.

Sincerely,



David Wright  
Sr. Project Manager

**NO SMOKE**

# Quotation

Beecher Emission Solution Technologies, LLC  
dba **Ward Diesel Filter Systems**  
1250 Schweizer Road  
Horseheads, NY 14845  
Phone: 800-845-4665  
Fax: 607-739-7092

**Date:** May 12, 2020  
**Quotation #:** 11712

**To:** Auburn Fire Department  
55 Eaton Hill Rd  
Auburn, NH 03032

*Quotation valid until:* June 11, 2020  
*Prepared by:* MRN

Attention: Mike Williams

Quantity	Description	Per Unit Price	Total Price
2	<p>NO SMOKE direct source diesel exhaust filtration system, installed, excluding taxes</p> <p>*Price based on installation of 2 Systems</p> <p><u>Warranty:</u> One (1) year.</p> <p><u>End User:</u> Auburn Fire Dept</p> <p><u>Installation Site:</u> Auburn Fire Dept</p> <p><u>Terms:</u> Net 30 days on all invoices. Invoicing will be done weekly on the number of units installed for each week.</p> <p><b>Notes:</b> All prices are in US Dollars. Proposal does not include bid and/or performance bond cost. This price quote is based on cash payments only and has a 5% discount.</p> <p>If paying by credit card the price is: \$19,833.05</p>	\$9,444.31	\$18,888.62
<b>TOTAL</b>			<b>\$18,888.62</b>

Joe Ponzi  
Regional Sales Manager



## **Derry Dispatch Summary**

Derry N.H Fire has provided a reliable and progressive ambulance and dispatch service to the town of Auburn NH for many years. Derry Fire continually looks to improve their services and are now offering digital radio communications to Auburn. This will improve our radio coverage and will provide a safer more reliable communication network.

I have reached out to area towns inquiring what they have for dispatching and how much they pay for dispatching. I have included bordering towns along with other communities which have similar populations and incident response numbers as Auburn. **Currently Auburn Fire pays: \$51,888.00**

After looking at comparable communities around the state leads me to believe we are in line for what communities pay for dispatching fees for what services they provide to the town of Auburn N.H. Another thing to consider is that Derry Fire provides our ambulance service which creates a seamless transition having both the ambulance and dispatch on the same frequency which prevents communication issues for responders.

### **Currently Derry Dispatch provides Auburn Fire with the following:**

- Mobile and portable radio programming
- Training
- Multiple fire ground frequencies
- Multiple radio tower sites within the greater Auburn Area, which enhances our communications.
- Digital radio capabilities
- We basically have our own frequency, only shared with 1 other community
- Certified Dispatchers
- Monthly response reports

### **Area communities dispatching fees:**

#### **Hampstead Fire:**

Annual fees: \$54,900.00

#### **Hooksett Fire:**

Annual fees: \$148,839.00

#### **Loudon Fire:**

Annual fees: 53,002.00

#### **Hopkinton Fire:**

Annual fees: \$54,935.00



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

**WHEREAS**, a geographic and economic similarity exists between the two towns to maintain Fire / Emergency Medical Dispatch Services; and

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

**WHEREAS**, Chapter 53-A of the New Hampshire Revised Statute 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 Fire / Emergency Medical Dispatch Services to their constituencies and citizens and to exercise all powers available to them for acquiring, constructing, financing, managing, and operating a Fire / Emergency Medical Dispatch Center for their needs in accordance with the articles set out below, 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, both duly authorized by a vote of the Derry Town Council, and also duly authorized by the Board of Selectmen, 47 Chester Road, Auburn, NH 03032, and the Town of Auburn's Fire Chief, 55 Eaton Hill Rd., Auburn NH, 03032.

**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, if any, attached hereto, and made a part hereof, collectively constituting the entire integrated Contract between the Town of Derry/Derry Fire Department and 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.

1.2 This contract is fully integrated and is to be construed without reference to other documents, correspondence between the parties, circumstances, or practices, with the exception of those documents cited and incorporated by reference. This executed document shall take control and take precedence over all terms, conditions and provisions set forth in said attachments and exhibits, if any.

1.3 This Agreement shall become effective upon signing, approval by the Attorney General, and filing with the clerks of the Town of Derry and Town of Auburn, and with the Secretary of State for the State of New Hampshire, and shall continue in effect unless and until either party provides written notice to the other, in cases not involving a breach of the contract, at least 365 calendar days in advance of the date of termination.

## **2. SCOPE OF SERVICES**

2.1 The Derry Fire Department shall provide Fire/EMS communication 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.

2.2 The Town of Derry agrees to furnish full-time, twenty-four hour Emergency Dispatch Services (Fire/EMS) to the Town of Auburn, New Hampshire, throughout the course of the contractually agreed upon time frames.

2.3 The Derry Fire Department shall utilize the dispatch and radio equipment presently in place at the Derry Fire Dispatch Center and other equipment as may be needed associated with that Dispatch Center, 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.

2.4 In accordance with Agreement on Tower License Fees, Costs, and Maintenance between the Towns of Chester, Derry, and Auburn dated November 19, 2018, the Town of Derry/Derry Fire Department shall purchase, install, and maintain the new equipment on the SBA Towers II, LLC tower located at 132 Derry Road, Chester, NH.

2.5 The Derry Fire Department shall provide at least one (1) trained Fire / EMS dispatcher for the reception of and transmittal of all emergency calls on a continuous basis. The Derry Fire Alarm / Communications Center shall provide contingency services and planning in the event that there is a disruption of services at the Derry Fire Alarm / Communications Center, in order to ensure that there will be no interruption in continuous service.

2.6 The Derry Fire Department maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Derry Fire Alarm / Communications Center. The Town of Auburn, through the Auburn Fire Chief, shall address all personnel concerns to the Chief of the Derry Fire Department (and/or his designee).

2.7 The Town of Auburn shall notify and supply to the Derry Fire Department all updates of new roads, town maps, subdivisions, developments and the like. The Derry Fire Department shall then update its Red NMX CAD Software (or comparable system as then used by the Department) in order to maintain all directories, maps, alarm response plans, personnel rosters, and town information supplied from the Town of Auburn, to effectively provide dispatching services.

2.9 The Derry Fire Department will purchase, administer, and maintain an "Emergency Responder Reply System (ERRS). The system will be IAMRESPONDING or a commercially available similar system.

2.10 The Derry Fire Department will provide (if requested) a minimum of eight (8) hours of Communications oriented training per year, such as but not be limited to Use of Motorola Portables, Mobiles (State Grant Radios), Fire Service Radio Communications, NIMS/ICS, or Mayday Training.

2.11 The Derry Fire Department will provide (if requested) a minimum of eight (8) hours of radio / pager programming per year. If the State of New Hampshire purchases new radio through grants as has been done in the past, the Derry Fire Department will have 180 days to attempt to purchase necessary cables, software, and equipment to allow for programming of the new radios. Currently the included radios / pagers included for programming within this contract are:

- Motorola Minitor V
- Motorola Family Portable Radios
- Motorola Family Mobile Radio (Single Head/Dual Head)

### **3. COMPENSATION**

3.1 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 the said contract value and shall submit its invoice to the Town of Auburn on or before June 30<sup>th</sup> for the assigned annual payment.

<b>TERM</b>	<b>ANNUAL PAYMENT</b>
YEAR 1 (JULY 1, 2020 - JUNE 30, 2021)	\$51,888
YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)	\$52,926
YEAR 3 (JULY 1, 2022 - JUNE 30, 2023)	\$54,514
YEAR 4 (JULY 1, 2023 - JUNE 30, 2024)	\$56,149
YEAR 5 (JULY 1, 2024 - JUNE 30, 2025)	\$57,833

Both parties may have a desire for a 5-year extension to this contract.

If the Town of Derry increases and maintains staffing levels at two (2) trained Fire / EMS dispatchers for the reception and transmittal of all emergency calls at all times, then an additional annual fee, based upon the Town of Auburn's prorated share of the cost by population and dispatches would be due:

<b>TOWN</b>	<b>ANNUAL PAYMENT</b>
Auburn	.25 of 50% of projected new hire expense (not to exceed \$15,000)

3.2 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 any period after the date of termination.

3.3 All payments shall be sent to:

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

3.4 All other correspondence and notices shall be sent to:

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

3.5 The Town of Auburn agrees to bear any and all costs associated with start-up costs, telephone line(s), telephone service(s), and any trunk termination charges borne from providing dispatch services to the Town of Auburn. Any new equipment, materials and / or services shall be compatible with existing Derry Fire Alarm / Communications Center equipment. All costs associated with those changes shall be the responsibility of the Town of Auburn. Any equipment supplied to the Derry Fire Alarm / Communications Center for use in dispatching the Town of Auburn shall remain the property of the Town of Auburn.

#### **4. BOOKS AND RECORDS**

4.1 The 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 equipment and services performed under this contract.

#### **5. INSURANCE**

5.1 Each party shall secure and maintain Liability Coverage, for the duration of this Contract.

5.2 Each party shall provide the other with Certificates of Coverage showing Proof of Coverage for Public Entity Liability and Automobile Liability.

5.3 Each party shall maintain the workers compensation insurance required under New Hampshire law.

## **6. MISCELLANEOUS AND LIMITATIONS**

6.1 The 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.

6.2 Both Towns agree to form a Dispatch Committee comprised of the Fire Chief of the Derry Fire Department or his agent, and the Fire Chief of the Auburn Fire Department or his agent. The Committee shall have the responsibility of recommending to the Fire Chief of the Derry Fire Department, dispatch methods, procedures, information, records, and equipment necessary for providing the dispatch services covered under this Agreement. The Committee shall meet at least semi-annually at a mutually agreeable time, and from time to time as necessary.

## **7. CONTRACT TERMS**

7.1 The Town of Derry has the right to open negotiations on adjusting the annual 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. The fee may be adjusted due to increases or decreases in the Town of Auburn's population or numbers of dispatches. The annual fee is subject to approval of both the Town of Auburn and the Town of Derry, but must be approved no later than September 30. If neither or both of the Towns fail to reach an agreement by that date then the agreement is terminated as of July 1 of the following year, without further action of either party.

7.2 Auburn reserves the right to terminate this agreement for material breach of the conditions contained in the agreement, after sending written notice to the Town of Derry. The termination shall be 120 calendar days after the date upon notifying the Town of Derry in writing. For the purposes of this provision, all terms hereof are deemed to be material. Once notified, the Town of Derry shall have fifteen (15) calendar days to



commence to cure such material breach. If the Town of Derry has not commenced to cure such material breach within fifteen (15) calendar days, Auburn may, upon sending a second written notice, terminate this agreement, and the fee due to Derry shall be prorated to the date of the written notice of the material breach.

7.3 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, or for the sole convenience of Derry. The termination shall be 365 calendar days from Auburn's receipt of the notice and Derry's notice to terminate shall not be deemed by Auburn to be 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.

7.4 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.

## **8. GOVERNING LAWS**

8.1 This contract, including any supplements hereto shall be governed and construed as a New Hampshire contract under the laws of the State of New Hampshire and shall be subject solely to the jurisdiction of courts located within the State of New Hampshire, and specific venue shall be in the Rockingham County Superior Court.

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

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

\_\_\_\_\_  
Dave Caron

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



Derry Town Administrator

**FIRE CHIEF, duly authorized to sign on behalf of Derry:**

_____	_____	_____
Michael Gagnon	Date	Witness
Fire Chief		

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

_____	_____
Date: _____	Witness

_____	_____
Date: _____	Witness

_____	_____
Date: _____	Witness

_____	_____
Date: _____	Witness

_____	_____
Date: _____	Witness

**FIRE CHIEF, duly authorized to sign on behalf of Auburn:**

_____	_____
Chief	Witness
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:** May 11, 2020

**Re:** First Responder COVID-19 Stipend Program

As the Board is aware, the Governor established a \$25 million fund from the total \$1.2 billion in federal stimulus money to come to the State for a First Responder COVID-19 Stipend Program. The program provides a \$50, \$150 or \$300 per week stipend for the period of May 4<sup>th</sup> through June 30<sup>th</sup> (a time period of eight weeks and two days).

To be eligible for a stipend, a person must be a first responder in the fields of firefighting, emergency medical service or law enforcement and identified as either full-time, part-time, on-call or volunteer status. Individuals are only eligible for one first responder stipend payment per week – so individuals who may be full-time with one agency and part-time with another are not eligible for a stipend in both positions.

Participation in the program is voluntary and is up to each municipality to determine whether they will participate or not. If the municipality participates, we are required to follow the program rules and definitions established by the State. The employer is also responsible for all applicable taxes and benefits costs associated with these stipend payments. The stipends are not considered earnable compensation for the purposes of the NH Retirement System, so the applicable taxes would be limited to Social Security (for non-full-time or retirees of the NHRS) and Medicare.

The eligible roster for Auburn includes 24 firefighters with the Auburn Fire Department and 13 law enforcement personnel with the Auburn Police Department. The payroll for the stipends totals \$55,514.29 with employer taxes calculated to be an additional \$2,261.38. The \$55,514.29 will be paid in full by the State to the Town, while the Town is able to claim the \$2,261.38 in employer taxes as an expense under the CARES Act funds allocated to the Town of Auburn. So, none of the expense will ultimately be paid with local funds.

We are allowed to pay the stipends through regular payroll intervals or in a lump sum fashion at the end of the covered time period. We would propose paying in that fashion, as we should have the funds provided to us by the State prior to then.

Should the Board agree with participating in the First Responder COVID-19 Stipend Program, the following motions would be appropriate:

*Motion to approve the Town of Auburn's participation in the First Responder COVID-19 Stipend Program as established and defined by the State of New Hampshire through the Division of Homeland Security & Emergency Management, and to authorize the Town Administrator to take the steps necessary for the Town's participation.*

*Motion for the Town of Auburn to accept and expend up to \$56,000 in CARES Act grants funds for the First Responder Stipend Program without a public hearing or notice being published in a newspaper seven days in advance, by acting under the provisions of RSA 21-P:43 and subject to the terms of the First Responder Stipend Program.*

Thank you for your consideration.

## 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:** May 13, 2020

**Re:** Federal CARES Act Funds and

As we have previously reported to the Board, through the federal stimulus funding of \$1.2 billion that has been issued to the State of New Hampshire, the Governor has allocated \$32 million to municipalities for dealing with Covid-19 and Auburn's share of these funds totals \$132,293.

The funds will be managed through the Governor's Office for Emergency Relief and Recovery (GOFERR) and the Town will need to enter into a GOFERR Coronavirus Relief Fund Grant Agreement in order to access these funds that can cover a number of items that would NOT be covered by the FEMA Emergency Disaster Declaration, which is also a funding source for some of the Town's identified expenses.

The CARES Act funds would fully reimburse allowed expenses that were incurred in the time period of March 1<sup>st</sup> through August 31<sup>st</sup>. We need to make reimbursement requests for March, April and May expenses by June 1<sup>st</sup> and the GOFERR has indicated they intend to get reimbursement payments back to the communities within 30 days of the reimbursement submission.

In order to fully and timely participate in this process, the Board of Selectmen would need to take several steps including approving the Town entering into the GOFERR Coronavirus Relief Fund Grant Agreement; designating signing authority for future submissions to the Town Administrator, and vote to accept and expend CARES Act grants under the provision of RSA 21-P:43.

Assuming the Board desires to move forward in this direction, the following motions would be appropriate:

*Motion to approve the Town of Auburn's entering into a GOFERR Coronavirus Relief Fund Grant Agreement for receipt of CARES Act funding that is made available to the Town of Auburn.*

*Motion to designate the Town Administrator as the signing authority for the Town of Auburn for reimbursement submissions and other documentation required for the GOFERR Coronavirus Relief Fund Grant program.*

*Motion for the Town of Auburn to accept and expend up to \$132,293 in CARES Act grants funds, including amounts of \$10,000 or greater, without a public hearing or notice being published in a newspaper seven days in advance, by acting under the provisions of RSA 21-P:43 and subject to the terms of the GOFERR Coronavirus Relief Fund Grant Agreement.*

Thank you for your consideration.



GOFERR CORONAVIRUS RELIEF FUND GRANT AGREEMENT  
(Municipalities and Counties)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office For Emergency Relief and Recovery (GOFERR)

1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301

1.3. Grantee Name: TOWN OF AUBURN

1.4. Grantee Address: P.O. Box 309, Auburn, NH 03032

1.5 Grantee Telephone Number: (603) 483-5052

1.6. Account Number: 177355

1.7. Completion Date: August 31, 2020

1.8. Grant Amount not to exceed \$ 132,293.00

1.9. Grant Officer for State Agency: John Frasier

1.10. State Agency Telephone Number: (603) 271-7964

1.11. Grantee Signature: Choose the appropriate one of the signature options below:

A. Majority of Selectmen

\_\_\_\_\_  
Selectmen Signor 1 Date: 5/18/2020

\_\_\_\_\_  
Selectmen Signor 2 Date: 5/18/2020

\_\_\_\_\_  
Selectmen Signor 3 Date: 5/18/2020

B. Designated Signing Authority

William G. Herman Town Administrator Date: 5/11/2020  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Municipalities must attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign.

1.12. State of New Hampshire Signature:

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

2. **SCOPE OF ALLOWABLE USE OF FUNDS:** In exchange for grant funds from the Coronavirus Relief Fund established by H.R. 748, Section 5001 provided by the United States government to the State of New Hampshire, the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as “the State”), the Grantee identified in Paragraph 1.3 (hereinafter referred to as “the Grantee”), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on August 30, 2020.

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

### 3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the State in paragraph 1.12 (“the effective date”).

Except as otherwise specifically provided herein, this Grant, including all reports required by this Agreement, shall be completed in their entirety prior to September 30, 2020.

### 4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the State, the State shall pay the Grantee up to the Grant Amount.

The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee’s allowable expenses, nothing in this Agreement shall be construed to limit the Grantee’s ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the State shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

### 6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date three (3) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

## 7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all state and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

## 9. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

Failure to perform the Grant satisfactorily or on schedule; or

Failure to submit any report required hereunder; or

Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the

Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 10. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts

or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 15. INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.



## 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:** May 14, 2020

**Re:** Purchasing Policy Appendix A – Rates for Contract Labor / Equipment

As the Board I believe knows, as part of the Town's Purchasing Policy the Town has adopted a set of rates it will pay for contract labor and equipment for Town projects. This is largely for work done on Town roads. However, it has also applied to some other projects done for Parks and Recreation or at the Cemeteries, for example.

The original set of rates was adopted in 2014 and, largely, has not been changed since that time. In 2017, the Board did amend the rates to allow for a \$5.00 per hour increase for the winter use of loaders. And in 2018, the Board made an adjustment to the hourly rate for the Road Agent.

As the rates in general have not been changed since 2014, the Road Agent is asking the Board to consider increasing the rates allowed for equipment by \$5.00 per hour.

For the Board's information, we have attached a copy of the original rates adopted in 2014, and a sheet that identifies the adjustments allowed in 2017 and 2018. We also are providing a sheet with the rates the Road Agent is recommending appearing in **bold type**.

Should the Board be in agreement with the Road Agent's recommendation, the following motion would be appropriate:

*Motion to amend Appendix A of the Town of Auburn Purchasing Policy to provide for a \$5.00 per hour rate increase for specific types of trucks and equipment listed as recommended by the Road Agent.*

Thank you for your consideration.

Attachments

Proposed

TOWN OF AUBURN  
PURCHASING POLICY

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**APPENDIX A  
RATES FOR CONTRACT LABOR / EQUIPMENT**

Road Agent (Supervisor/Labor) --	\$27.38 per hour
Pick-up Truck --	<b>\$55.00</b> per hour
Pick-up Truck with Plow --	\$65.00 per hour
One-Ton Truck --	<b>\$65.00</b> per hour
One-Ton Truck with Plow & Sander --	\$80.00 per hour
6-Wheeler Truck --	<b>\$65.00</b> per hour
6-Wheeler Truck with Plow & Sander --	\$85.00 per hour
10-Wheeler Truck --	<b>\$75.00</b> per hour
10-Wheeler Truck with Plow & Sander --	\$95.00 per hour
Tri-Axle Truck --	<b>\$85.00</b> per hour
Backhoe --	<b>\$105.00</b> per hour
Loader (2 yard bucket) --	<b>\$90.00</b> per hour
Loader (2 yard bucket) – Winter Rate	\$90.00 per hour
Loader (3 yard bucket)	<b>\$110.00</b> per hour
Loader (3 yard bucket) – Winter Rate	\$110.00 per hour
420 Loader (4 + yard bucket) --	<b>\$125.00</b> per hour
420 Loader (4 + yard bucket) – Winter	\$125.00 per hour
Dozer (D5) --	<b>\$125.00</b> per hour
Grader --	<b>\$135.00</b> per hour
316 Excavator --	<b>\$135.00</b> per hour
325 Excavator --	<b>\$150.00</b> per hour

## TOWN OF AUBURN PURCHASING POLICY

---

Vibratory Compactor (Riding) --                      \$250.00 per day

This list is representative of the type of equipment used by the Town of Auburn, but does not list all potential equipment that might be needed. Rates on this list should be adjusted accordingly for smaller or larger equipment not specifically listed.

All rates are inclusive of driver / operator and/or equipment.

If a Town employee is hired to operate any of the above listed pieces of equipment, the rate of pay for that employee will be deducted from the rates specified above.

All contractors are required to provide and maintain a current proof of liability insurance and, if appropriate, workers compensation insurance coverage, before commencing work for the Town of Auburn.

2014

## TOWN OF AUBURN PURCHASING POLICY

---

### APPENDIX A RATES FOR CONTRACT LABOR / EQUIPMENT

Road Agent (Supervisor/Labor) --	\$25.00 per hour
Pick-up Truck --	\$50.00 per hour
Pick-up Truck with Plow --	\$60.00 per hour
One-Ton Truck --	\$60.00 per hour
One-Ton Truck with Plow & Sander --	\$75.00 per hour
6-Wheeler Truck --	\$60.00 per hour
6-Wheeler Truck with Plow & Sander --	\$80.00 per hour
10-Wheeler Truck --	\$70.00 per hour
10-Wheeler Truck with Plow & Sander --	\$90.00 per hour
Tri-Axle Truck --	\$80.00 per hour
Backhoe --	\$100.00 per hour
Loader (2 yard bucket) --	\$85.00 per hour
Loader (3 yard bucket)	\$105.00 per hour
420 Loader (4 + yard bucket) --	\$120.00 per hour
Dozer (D5) --	\$120.00 per hour
Grader --	\$130.00 per hour
316 Excavator --	\$130.00 per hour
325 Excavator --	\$145.00 per hour
Vibratory Compactor (Riding) --	\$250.00 per day

This list is representative of the type of equipment used by the Town of Auburn, but does not list all potential equipment that might be needed. Rates on this list should be adjusted accordingly for smaller or larger equipment not specifically listed.

## TOWN OF AUBURN PURCHASING POLICY

---

All rates are inclusive of driver / operator and/or equipment.

If a Town employee is hired to operate any of the above listed pieces of equipment, the rate of pay for that employee will be deducted from the rates specified above.

All contractors are required to provide and maintain a current proof of liability insurance and, if appropriate, workers compensation insurance coverage, before commencing work for the Town of Auburn.

2017-Equipment  
2018-RA Rate

TOWN OF AUBURN  
PURCHASING POLICY

---

**APPENDIX A**  
**RATES FOR CONTRACT LABOR / EQUIPMENT**

Road Agent (Supervisor/Labor) --	\$27.38 per hour
Pick-up Truck --	\$50.00 per hour
Pick-up Truck with Plow --	\$65.00 per hour
One-Ton Truck --	\$60.00 per hour
One-Ton Truck with Plow & Sander --	\$80.00 per hour
6-Wheeler Truck --	\$60.00 per hour
6-Wheeler Truck with Plow & Sander --	\$85.00 per hour
10-Wheeler Truck --	\$70.00 per hour
10-Wheeler Truck with Plow & Sander --	\$95.00 per hour
Tri-Axle Truck --	\$80.00 per hour
Backhoe --	\$100.00 per hour
Loader (2 yard bucket) --	\$85.00 per hour
Loader (2 yard bucket) – Winter Rate	\$90.00 per hour
Loader (3 yard bucket)	\$105.00 per hour
Loader (3 yard bucket) – Winter Rate	\$110.00 per hour
420 Loader (4 + yard bucket) --	\$120.00 per hour
420 Loader (4 + yard bucket) – Winter	\$125.00 per hour
Dozer (D5) --	\$120.00 per hour
Grader --	\$130.00 per hour
316 Excavator --	\$130.00 per hour
325 Excavator --	\$145.00 per hour

## TOWN OF AUBURN PURCHASING POLICY

---

Vibratory Compactor (Riding) --                      \$250.00 per day

This list is representative of the type of equipment used by the Town of Auburn, but does not list all potential equipment that might be needed. Rates on this list should be adjusted accordingly for smaller or larger equipment not specifically listed.

All rates are inclusive of driver / operator and/or equipment.

If a Town employee is hired to operate any of the above listed pieces of equipment, the rate of pay for that employee will be deducted from the rates specified above.

All contractors are required to provide and maintain a current proof of liability insurance and, if appropriate, workers compensation insurance coverage, before commencing work for the Town of Auburn.

**Town of Auburn  
Board of Selectmen  
May 4, 2020  
Public Access by Remote Teleconference  
Minutes**

**7:00 PM**

**Selectmen Present:** Keith Leclair, Todd Bedard and Michael Rolfe

**Others Present** Police Chief Ray Pelton (remotely), Christine McLaughlin (remotely), Bob Magnusson of Waste Management, Town Administrator William Herman and Nancy Hoijer, Recording Secretary

**Call to Order – Pledge of Allegiance**

Mr. Leclair called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

Mr. Leclair announced as Chairman of the Board of Selectmen, he was declaring that an emergency exists and was invoking the provisions of RSA 91-A:2 III (b). Federal, state and local officials have determined that gatherings of 10 or more people pose a substantial risk to the community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, I also find that this meeting is imperative to the continued operation of Town government and services, which are vital to the public safety and confidence during this emergency.

Governor Sununu issued Emergency Order #12 on March 23<sup>rd</sup> which provides local government boards the ability to conduct business using technology to hold remote meetings and not provide a public place of meeting but provide for the public's ability to listen to the meeting. As such, this meeting will be conducted with the Board present in one place and the public having the ability to telephonically listen to the meeting.

The Selectmen announced they were present by roll call: Mr. Leclair, Mr. Bedard and Mr. Rolfe. Mr. Leclair advised he would periodically check for comment from the public.

**Approval of Payroll Manifest for the Week of April 27, 2020 - \$44,932.92**

***Mr. Bedard motioned to approve the Payroll Manifest for the week of April 27, 2020 in the amount of \$44,932.92. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

**Approval of Accounts Payable Manifest for the Week of April 27, 2020 - \$11,670.00**

***Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of April 27, 2020 in the amount of \$11,670.00. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***



**Approval of Accounts Payable Manifest for the Week of May 4, 2020 - \$843,684.13**

*Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of May 4, 2020 in the amount of \$843,684.13. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.*

**Approval of Accounts Payable Manifest for the Week of May 4, 2020 - \$35,295.00**

*Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of May 4, 2020 in the amount of \$35,295.00. Mr. Leclair seconded the motion. A vote was taken, two were in favor (Leclair and Bedard) and one abstained (Rolfe), the motion passed 2-0-1.*

**Approval of Consent Agenda for the Week of May 4, 2020**

Mr. Leclair read out loud and offered for inspection a copy of the Consent Agenda for the Week of May 4, 2020 some of which included: one (1) abatement-refund request, one (1) Governance Questionnaire/FY 2019 Audit and three (3) pistol/revolver licenses.

*Mr. Bedard motioned to approve the Consent Agenda for the Week of April 20, 2020. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.*

**Appointments with the Board**

**Bob Magnusson, Waste Management – Transfer Station Operations**

Mr. Magnusson, District Manager for Waste Management responsible for several facilities in New Hampshire including the Auburn Transfer Station, met with the Board to discuss potential changes to the Transfer Station operations.

Mr. Herman provided a copy of the Agreement for Host-Town Benefits with Waste Management effective February 5, 1996, and copies of a NHDES list of businesses collecting Household Generated Used Oil and list of average gallons received per drop off from 2015-2019 previously provided by Mr. Magnusson.

Mr. Magnusson indicated he had several things to discuss concerning the citizen's drop off facility at the Transfer Station, which has been in business for 22 years since commencing operations in 1998.

Mr. Magnusson noted the first issue is the monthly waste oil collection at the old landfill area which has not been open since December due to disrepair. Mr. Leclair noted the Selectmen at their last meeting approved repair of the roof. Mr. Magnusson recommended shutting it down as there has not been a lot of attendance and there are safety, liability and environmental concerns continuing with the operation. He noted in 2016 there were 102 people, in 2019 59 people and in 2018 51 people. The worker who supervises the drop off is alone and there are security and liability risks. The location is in the Massabesic water shed. There have been incidents of cross contamination with other facilities and antifreeze, which then becomes hazardous waste.

Mr. Magnusson noted the containers being used to drop off are another concern and need to have a closed secure top to prevent spills and ease of transfer to the drums in an outside

environment. He recommended directing residents to one of the many commercial businesses on the list he provided that accept used waste oil.

At the Transfer Station, Mr. Magnusson noted there have been some close calls in the Citizen Drop-off area near the compactor site with the flow of traffic driving in front of the scale and poor visibility on one side.

Mr. Magnusson indicated the brush and yard waste disposal is less than ideal. It goes into the upper container accessed by portable stairs that residents have to climb up to throw things in. He reported there had been 77 tons in 2019, which translates to 18 containers. Many towns the size of Auburn burn their own brush, and Mr. Magnusson was willing to reimburse the Town \$5,000 per year to take on the brush and yard waste and eliminate this service at the Transfer Station. Mr. Magnusson noted in the winter months when yard waste is not an issue, the extra container is used for cardboard.

Mr. Magnusson reported he is in the process of replacing the MSW compactor, which is 22 years old. He reported the week of May 11<sup>th</sup> the MSW compactor would be scheduled for replacement.

Mr. Magnusson noted the recycling market is poor or non-existent, and he is looking at adding a second compactor to deal with recyclables. He said this would enable them to combine what is now going into two to three different containers into a compactor with one container. This would mean less traffic stops for picking up, and a reduction from 400 pulls per year to 150-200 pulls per year. He indicated the second compactor could be installed during the week of May 18<sup>th</sup>.

M. Leclair asked about cardboard. Mr. Magnusson noted there are two containers currently and one would go away and be moved to a different location. He stressed the importance of breaking down the boxes properly before they are fed into the container.

Mr. Magnusson also noted he would like to separate glass from the other recycled materials and collect it separately. He reported they have established a glass crushing operation at the Rochester landfill property and find the resulting material is good aggregate material to use in road bases, drainage beds, pipe cover and the like. With the separation, he could take it directly to Rochester instead of hauling to a recycling facility in Massachusetts for separation, and then hauling it to Rochester.

Mr. Magnusson addressed the bulky and demo disposal which currently has no control level for quantity or frequency and has been an issue of concern and discussion for years. He recommended a daily limit of 200 gallons be established, which is seven (30 gal) trash cans or four (55 gal). For the larger loads and bulky items, he is proposing disposal could be done by dropping the material in the building on a quarterly basis. He suggested four times a year on a Saturday with a maximum of five cubic yards per household twice a year. He felt it could be tracked possibly by a punch card provided at the shack with a name and ID. The twice a year disposal for bulk and demo could be scheduled ahead of time.

Mr. Magnusson noted the difficulty with some changes is communication and getting the word out. Mr. Leclair recommended using a large printed billboard sign at the Transfer Station property.

Mr. Bedard asked when Mr. Magnusson envisioned opening back up to normal operations instead of the current restricted measures. Mr. Magnusson indicated the Governor's current

orders are through May 31<sup>st</sup> and they would also be able to have the new compactors installed in that time frame. He felt by the week of May 25<sup>th</sup>, they could restore operations.

Mr. Leclair indicated the sticker program is done annually by the Town Clerk. Mr. Magnusson would like to see the stickers placed in the same place on the front windshields. The license plates would be recorded on the sticker, so they are tied to a specific vehicle. Something would need to be worked out so those registering online would get their sticker.

Mr. Magnusson recommended an amendment to the Town Host Agreement should memorialize any changes agreed to concerning the collection of waste oil, brush and bulky/demo items, and he will send the Selectmen a letter detailing his recommendations.

## **Town Response to COVID-19 and State of Emergency Declaration**

### **General Update on Town Issues**

Mr. Leclair indicated the emergency meeting was last week. PPE is in good shape. There are less than six cases in Auburn currently. Schools are operating remotely for the remainder of the school year. Some students will have to catch up over the summer. The Fire Department is having issues with generating responses to all calls.

Chief Pelton noted the Police Department is in good shape with PPE. One officer is out due to exposure from a motor vehicle stop. There were no parking issues over the weekend on Tower Hill Road. The Road Agent has helped with signage. There has been an increase in neighbor disputes and motor vehicle calls, in addition to seven dumping complaints on the By-Pass.

Mr. Leclair questioned whether something could be worked out with the Road Agent so residents would have a place to dispose of debris in a dumpster until the transfer station is ready. Mr. Herman will follow up with Mr. Magnusson.

Mr. Herman reported Fire Chief Williams did make a request for face masks for elections as discussed at last week's Emergency Management meeting and Auburn is receiving 200 masks tomorrow. He also reported the Governor had announced earlier today the provision of \$32 million for municipalities to assist with cost incurred between March 1, 2020 and August 31, 2020 and which would not be covered by the FEMA Disaster declaration. Of the \$32 million, the amount of \$132,300 has been allocated for the Town of Auburn. He stressed more guidance and direction will be forthcoming, but this is not a blank gift or grant to be issued to the Town. This is designed as a reimbursement program for eligible costs actually incurred.

### **New Business**

#### **Appointment – Deputy Forest Fire Warden**

***Mr. Bedard motioned to appoint Michael Sullivan as Deputy Forest Fire Warden. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

#### **FY 2019 Audit Engagement Agreement**

Mr. Herman provided a Memorandum dated May 4, 2020 concerning the engagement agreement with Vachon Clukay and Company of Manchester for the Town's 2019 Audit. The cost is \$12,250 which was budgeted for in the amount of \$13,000. He noted this year due to

stay at home orders the audit is being conducted remotely. The Town is providing files electronically.

***Mr. Bedard moved to approve the engagement agreement with Vachon Clukay & Company of Manchester for the audit of the Town of Auburn financial records for the year ending December 31, 2019 and to authorize the Chair of the Board of Selectmen to sign the agreement on behalf of the Board of Selectmen. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

## **Old Business**

### **NH 10-Miler Road Race – Update – Chief Pelton**

Mr. Herman provided a copy of a letter dated March 23, 2020 from Millennium Running which proposed the event for Saturday, August 29, 2020, if permitted.

Chief Pelton noted this is a qualifier for the Boston Marathon. There are currently three options under consideration depending on what is allowed for gatherings under the State emergency orders in place at the time the decision needs to be made at the end of June. There are approximately 1,200 runners who normally participate in this annual event.

The first option would be to have three or four starts in waves with 250 people each. This ties up traffic longer with roads closed for three or four hours rather than the rolling road blocks of approximately a half an hour when all runners go at once.

The second option would be a 50-person time trial start. Starts would be every ten minutes. The race would be run the opposite direction, starting at Spofford Road. There would be no road closure except By-Pass at the start of the race.

The Selectmen were in agreement to revisit the situation in two-to-four weeks when more was known. Mr. Leclair asked Mr. Herman to keep it on the agenda under Old Business.

### **Status Update on Appointment – Police Commission**

Mr. Rolfe indicated he will stay on the Police Commission for the remainder of his term which ends this year. Mr. Herman reported all 10 applicants for the position have been notified of Mr. Rolfe's decision and thanked for their interest in serving.

### **Report/Comments of Ex-Officio Board Representatives**

Mr. Rolfe indicated Manchester Water Works will be working on an environmental grant to clean out the wash areas on Tower Hill Road in both Auburn and Candia. He indicated the Town will be providing minor support.

Mr. Bedard reported the Parks & Recreation Commission will meet virtually tomorrow.

## **Other Business**

Chief Pelton reported Front Park opened on Saturday. He noted Manchester Water Works spoke with him in advance and he recommended it stay closed, but they decided to open it anyway. The Fire Chief is checking with the state concerning what guidelines should be met.

## **Next Meetings/Events**

Monday, May 11, 2020 – Workshop Meeting – Board of Selectmen & Library Trustees 6:00 PM

Monday, May 18, 2020 – Board of Selectmen's Meeting – 7:00 PM

## **Minutes**

- April 20, 2020 Public Meeting

***Mr. Bedard motioned to approve the minutes of the April 20, 2020 Public Meeting. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

- April 20, 2020 Non-Public Meeting (x2)

***Mr. Bedard motioned to approve the minutes of the April 20, 2020 Non-Public Meeting (x2). Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

### **Non-Public Session pursuant to RSA 91-A:3, II (d)**

***Mr. Leclair motioned to go into non-public session pursuant to RSA 91-A:3, II (d). Mr. Bedard seconded the motion. A roll call vote was taken: Mr. Leclair – aye, Mr. Bedard – aye, and Mr. Rolfe – aye. All were in favor, the motion passed unanimously.***

The meeting was closed to the public at 8:27 PM.

***Mr. Bedard motioned to come out of non-public session at 8:59 PM. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

The meeting was opened to the public at 8:59 PM.

***Mr. Bedard motioned to seal the minutes of the non-public session. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

## **Adjourn**

***Mr. Bedard motioned to adjourn the meeting at 8:59 PM. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

Respectfully submitted,

Nancy J. Hoijer,  
Recording Secretary



**Town of Auburn  
Board of Selectmen and Board of Library Trustees  
Workshop Meeting  
May 11, 2020**

**Selectmen Present:** Keith Leclair Todd Bedard and Michael Rolfe

**Trustees Present:** Nancy Mayland, Elizabeth Michaud (remotely) and Marilyn Cavanaugh (remotely)

**Also Present:** Library Director Kathryn Gowney and Town Administrator William Herman.

Mr. Leclair called the meeting to order at 6:09 pm

**Library Building and Property Evaluation Proposals**

The Library Trustees and Board of Selectmen were meeting to review the eight proposals received to the Town's request for an evaluation of the library building and property for a future expansion of the library and provision of a community center facility. The evaluation project was included in the FY 2020 Town operating budget.

A Request for Proposals was issued on March 12<sup>th</sup> with an original submission deadline of April 2, 2020. On March 25, 2020, an addendum was issued that extended the submission deadline to April 16, 2020. As of the deadline date, proposals were received from:

Market Square Architects, Portsmouth	\$14,300
Alba Architects. LLP, North Woodstock	\$14,685 - \$16,485
Lavalle Brensinger Architects, Manchester	\$27,200
Placework, Portsmouth	\$24,450
SMP Architecture, Concord	\$14,500
H.L. Turner Group, Inc., Concord	\$ 8,120
Stantec Consulting Services, Auburn	\$16,600
KOAL, PLLC, Gilford	\$11,275

The Board members had a general discussion about what they were looking for in this effort in terms of overall approach and the potential that this is the first step in a longer term project and that, hopefully, the firm selected will be able to move forward with the project through design, development and implementation. There was a sense that the effort should work towards a building style that would match the community feel and look. In addition, the firm should have a history of library design and functions, with an emphasis on small town libraries.



As discussion ensued, individuals offered their impressions of individual proposals and how they matched up to the goals the boards were discussing.

Mr. Herman asked if the boards wanted to narrow the list to two or three firms to invite in for an interview. Mr. Leclair indicated his experience with the Auburn Village School project proved that interviewing firms was a very positive experience and helped the School Board to make the decisions they did.

Following further discussions, the unanimous consensus of the board members was to interview three vendors and preferably on the same evening. The three firms selected to be invited for an interview were SMP Architecture of Concord, H.L. Turner Group of Concord and Stantec Consulting Services of Auburn.

Mr. Herman will follow through with the two boards to get a date selected for the meeting and to schedule the vendors for a meeting.

## **Adjourn**

***Mrs. Mayland moved to adjourn; Mr. Rolfe seconded the motion. All were in favor, the motion passed, and the meeting adjourned at 6:40 pm***