

TOWN OF TEMPLE, NEW HAMPSHIRE
SELECT BOARD
MINUTES OF PUBLIC MEETING

December 4, 2018
Town Hall Annex

Select Board members present: Gail Cromwell, Bill Ezell, and Ken Caisse

Wilton Ambulance members present: Chief Steve Desrosiers, Capt. Ron Cole, Lt. Belinda Morgan, Maureen Quirk & Paul Branscombe, Wilton Town Administrator

Temple residents present: Gary Scholl, Ivy Bibler, Paul Jordan, Heidi Jordan, John Kieley, Connie Kieley

Meeting called to order by Cromwell at 6:32 PM

Inter-Municipal Agreement for Ambulance Services

- The addendums were reviewed (see attachments)
 - Addendum A
 - Addendum B
 - Addendum C
- **Addendum C.** Cromwell read this addendum regarding mutual aid.
 - Chief Desrosiers said 10-12% of calls for service are simultaneous. He discussed upcoming staffing changes from 2 people to 3 people, Monday through Friday 6 AM-6 PM. The staffing configuration will include one aide, one EMT and one advanced EMT.
 - Chief Desrosiers said last year the 2nd ambulance went out on 11 calls. This year the 2nd ambulance went out on 47 calls. He said that the staffing is there and the need is there, which is why the protection of Addendum C was added.
 - Cromwell asked where mutual aid comes from. Chief Desrosiers said that it depends on where the call is and who is available. Caisse said that they start with the closest available town and go from there.
- **Addendum B:** Cost of service computation was discussed.
 - Cromwell inquired about the shift in the call volume and asked Chief Desrosiers to provide historical data. (A call consists of a request for medical assistance).
 - Chief Desrosiers took a 3 year average (2016-2018) for the towns of Temple, Lyndeborough and Wilton
 - Temple – 77 calls per year
 - Lyndeborough – 97 calls per year
 - Wilton - 252 calls per year
 - (Greenfield – 100 calls per year based on best available data)
 - Chief Desrosiers discussed the proportionate share of costs for each community which are outline in Addendum B. Temple's share is 16.33%
 - Chief Derosiers said that the Ambulance Advisory Committee is being re-established to evaluate call volume and reconfigure a town's proportionate share if needed. The committee will be meeting quarterly.

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- Gary Scholl expressed concern that the call volume in Addendum B will be based on "the previous 12 month period," the problem being that since the call volume varies yearly, the phase structure will also vary. To keep things stable, Chief Desrosiers agreed to keep the 3 year average on a sliding 3 year scale.
- John Kieley asked when budget numbers would be available for the BAC. Caisse said that Temple BAC will get the budget numbers at the same time as the Wilton BAC. Chief Desrosiers said that he could give the BAC the (draft) numbers by January 1, 2019. Paul Branscombe stated that (finalized) numbers are due by February 1, 2019.
- John Kieley said that if the percentage of cost per town was based on population, Temple's share would only be 13.5% vs. 16.33%, and if it was based on call volume, Temple's share would only be 13.77%. Based on the current average, Temple is paying 15% more in the first year.
 - Chief Desrosiers said that the reason that he made the averages that he did was to cover unanticipated costs (i.e. calls after 6 PM)
 - Kieley said that Temple would be subsidizing \$9000 the first year.
 - Cromwell asked when we would reconsider the current call volume. Ezell said after two quarters of service. Chief Desrosiers confirmed that it would be reassessed in July 2019.
 - Chief Desrosiers said that Temple's call volume has gone up by 32.3% in the past 3 years.

Revolving Fund

- Cromwell asked Chief Desrosiers for data to support the Revolving Fund. Chief Desrosiers said that he did not have that information available because his town treasurer would not give him access to it.
- Cromwell asked Chief Desrosiers why Temple is paying \$60,000.
- Chief Desrosiers gave the Select Board a copy of the operating budget.
 - Cromwell read section 5d of the Inter-Municipal Agreement for Ambulance Services (see attachment)
 - Cromwell asked if all capital costs are included in the \$60,000 budget. Chief Desrosiers said yes.
 - Scholl asked if Wilton appropriates Wilton's share and Temple appropriates Temple's share. Chief Desrosiers said that the operating budget is not voted on, the appropriation is.
 - Branscombe said that Wilton's Revolving Fund was established in 2017, but it was delayed in its incorporation. He said that the general fund was mixed with the Revolving Fund, which never should have happened. After looking at the MS272 he could see that something was not right. The Town of Wilton originally thought it was over budget, but it is not.
 - Gail stated that all shares go into the Revolving Fund and Wilton also has what it bills out to its users. Chief Desrosiers confirmed this statement.

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- Chief Desrosiers said that by adding Greenfield, estimated revenues will increase from \$220,000 to \$250,000. He said as an ambulance service what they bill will never equal their operating costs. They collect between \$0.52 and \$0.55 on the dollar.
- Cromwell asked Chief Desrosiers if current lease payments for the ambulance were coming out of the Revolving Fund. Chief Desrosiers said yes.
- Cromwell asked Chief Desrosiers if he anticipated having to buy a third ambulance with the addition of Greenfield. He said not at this time. The current plan is to keep the 2014 ambulance scheduled for replacement in 2024 as a back-up for the other two ambulances. Currently he doesn't have a building to house the third ambulance.
- Chief Desrosiers said that the biggest expense in his budget is labor.
- Cromwell reviewed estimates with Chief Desrosiers
 - Comprehensive staffing estimate: \$428,497
 - New equipment estimate: \$58,000 (lease payments for ambulance, cardiac monitors)
 - Contracted services: what is paid to billing company and communication services - MAC Base
- Scholl said that the way the Revolving Fund is set up is that there is no requirement that the operating department adhere to the budget.
 - Chief Desrosiers said that was correct. Chief Desrosiers said that the Wilton Select Board holds him accountable regarding the Revolving Fund, but that was not the case in the past.
 - Branscombe said that the way the RSA is written, the Budget Committee has no jurisdiction over the Revolving Fund.
 - Scholl said that he is uncomfortable about the situation, but understands that's how a Revolving Fund works. Scholl said that the offsetting of revenues makes it difficult.
 - Chief Desrosiers said that not considering the offsetting of revenues is how the budget committee came up with him being \$100,000 over budget when, in fact, he wasn't.
- Cromwell asked Chief Desrosiers if Temple could put his current numbers in their budget, and he said yes because they aren't going to change very much.
- Chief Desrosiers said that there will be a meeting with the Ambulance Advisory Committee to figure out what funds need to be in Revolving Fund at all times.
- **Additional Questions & Comments on the Inter-Municipal Agreement and Addendums**
 - Paul Jordan asked if the 20% increase in call volume takes in to account the replacement of the ambulance in 10 years. Chief Desrosiers said that it does.
 - John Kieley reiterated that we are moving from a system based on population to a system based on call volumes. He feels like an arbitrary percentage not related to either of those numbers is being used, costing Temple an extra \$9000.

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- Scholl agreed with Kieley, saying that the percentages were arbitrarily selected. He feels like there should be a more rigorous analysis of the distribution.
- Kieley added that numbers may adversely affect Lyndeborough as well, to the benefit of the new town (Greenfield)
- Scholl said that we know what the population numbers are and if we can't get good data for the call numbers why not just go with the population numbers?
- Chief Desrosiers said that the population numbers are 8 years old and far more flawed than the run numbers. He said that by using a call based system, he was trying not to charge any of the towns more.
- Based on Kieley's calculations, he said that Temple's share should be 13.77%
- Chief Desrosiers said that it would not be feasible to change the agreement at this point in time.
- Ezell made a motion to accept the Inter-Municipal Agreement for Ambulance Services and Addendums A, B and C. Cromwell seconded the motion, all in favor.

Ambulance Invoice

- Branscombe presented the Select Board with an invoice for the ambulance lease. He said that according to the warrant article, this payment was due in June 2018.
- Cromwell said that Wilton agreed that Temple would not be sharing the ambulance lease this year. Ezell said that he has the same recollection as Cromwell.
- Branscombe said that Temple has already budgeted for this payment. Cromwell agreed, saying that the money was put in the budget as a precaution.
- Cromwell said that Lyndeborough hasn't paid anything on this lease, so why should Temple pay?
- Chief Desrosiers said Lyndeborough paid it to the CIP, but Temple did not.
- Cromwell said that Lyndeborough deducted the CIP reserve account against their quarterly payments. Chief Desrosiers said that was correct.
- Cromwell said that Temple has the same quarterly payments as Lyndeborough. Cromwell said Lyndeborough told her that they were given back what they put into Wilton's account as a capital reserve to be held by Wilton against the quarterly payments.
- Branscombe said that Lyndeborough put money into the CIP and Wilton gave it back.
- Cromwell said that Wilton got Temple's \$9000 already.
- Chief Desrosiers stated that the invoice still needed to be paid.
- Ezell asked Cromwell if there was any argument that Temple owns Wilton this money eventually. Cromwell said yes. She said Wilton said that they would eat the first year's payment. Scholl agreed with Cromwell, saying that he didn't feel that it was a value owed at this time.
- Caisse said that his understanding was that Temple put this payment in the budget to take care of our portion and take it away from the CIP. He said Lyndeborough has to pay their share, but they are going to wait until 2020 when their CIP is due. Chief Desrosiers agreed with Caisse.

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- Cromwell asked Chief Desrosiers to produce the numbers from the Revolving Fund for this year.
- Ezell said that the Select Board will look for documentation on Temple's end. Caisse said that Select Board minutes were used for the CIP meeting in question.
- Caisse requested that it be recorded in minutes that he made a motion to pay the invoice based on what he remembers about the agreement made between the Town of Wilton and the Town of Temple. Cromwell denied seconding the motion, stating that she remembered things differently. Ezell said that he also did not share the same memory of events and stated that more information was needed.
- Branscombe requested that the towns look at each other's minutes.

Branscombe thanked the Select Board for signing the agreement and addendums.

Meeting Adjourned: 7:41 PM. Motioned by Ezell seconded by Caisse, all in favor.

Next Select Board Meeting: Tuesday, December 11, 2018, at 6:30 PM in the Town Hall Annex.
Meeting minutes respectfully submitted by Tara Thomson, Assistant to the Select Board.

INTER-MUNICIPAL AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT is effective as of the 1st day of January 2019 by and between the Town of Lyndeborough, a New Hampshire municipal corporation with an address of 9 Citizens' Hall Road, Lyndeborough, New Hampshire, 03082 ("Lyndeborough"), the Town of Temple, a New Hampshire municipal corporation with an address of 423 Route 45, P. O. Box 191, Temple, New Hampshire, 03084 ("Temple"), and the Town of Wilton, a New Hampshire municipal corporation with an address of 42 Main Street, P. O. Box 83, Wilton, New Hampshire, 03086 ("Wilton").

1. RECITALS.

- a. WHEREAS, Wilton operates the Town of Wilton Ambulance ("the Department"), which presently provides ambulance and emergency medical services ("Services") to Wilton, Lyndeborough, and Temple;
- b. WHEREAS, Wilton has provided and will continue to provide said Services to Wilton, Lyndeborough, and Temple through December 31, 2018; and
- c. WHEREAS, commencing on January 1, 2019, Wilton will continue to provide Services to Wilton, Lyndeborough and Temple and shall retain responsibility and control for all provisions of such Services to Wilton and, subject to the terms and conditions of the Agreement, to Temple and Lyndeborough.

2. TERM. This Agreement shall be for a three (3) year term, commencing on January 1, 2019 at 12:00 a.m. and terminating on December 31, 2021 at 11:59 p.m.

- a. The obligations for Lyndeborough and/or Temple under this Agreement shall terminate 60 days after the annual town meeting in the event that the legislative body for Lyndeborough and/or Temple fail to appropriate their respective share of the budget at its annual town meeting for 2019 or years thereafter, provided however, that the town shall each be responsible for allotted share from January 1 of that year to the date of termination.
- b. At the conclusion of the 60 day period mentioned above Wilton shall not be obligated to provide further services to any town whose legislative body has failed to appropriate their respective share of the budget for the Department in accordance with Section 2.a. Except as otherwise provided expressly herein, all rights, privileges and interests of said town, including but not limited to, any rights arising under Sections 3, 4, 5 and 6 of this Agreement, shall terminate after 60 days of the annual town meeting in which such appropriation was not made.
- c. The failure of one town's legislative body to approve the budget for any year shall not allow for any other town that is subject to this Agreement to terminate its obligations hereunder.
- d. Each town shall use its good faith in recommending to the town meeting the appropriation for the ambulance service under this Agreement unless:
 - i. said town has a good faith belief that the amount of a particular appropriation would be detrimental to the interests of said town; and
 - ii. said town has voiced concerns associated with said appropriation to the Wilton Select Board and Budget Committee pursuant to Section 5(c).

3. SERVICE. Wilton agrees to provide Services to Lyndeborough and Temple by and through the Department. Except as expressly provided herein, the operations of the Department, including, but not limited to, all personnel matters, day-to-day operations, equipment requisitions, and coverage determinations, shall be the responsibility of Wilton and subject to Wilton's sole discretion.

- a. Wilton shall assure that appropriate levels of Services are available to Lyndeborough and Temple at the paramedic level 90% of the time for primary A-1 responses.
- b. Wilton will notify all parties to this Agreement of any ambulance which shall be out of service for one (1) hour or more. This notice may be provided to Lyndeborough and Temple by email or text.
- c. Wilton cannot guarantee the availability or staffing level of a 2nd ambulance.
- d. All personal property, items, and equipment used or employed by the Department in the provision of ambulance or emergency medical services, or used in the administration of the Department shall be deemed property of Wilton. The parties acknowledge that the real estate and ambulance bay located at 404 Forest Road, Wilton, New Hampshire is presently owned by the Wilton – Lyndeborough – Temple Ambulance Association.
- e. The Services to be provided by Wilton are for the sole benefit of Wilton, Lyndeborough and Temple and are not for the benefit of any individual person, the provision of ambulance services being an emergency service and a governmental discretionary function.
- f. Nothing in this Agreement shall be construed as a waiver, derogation, reduction, or release of any right, immunity, privilege, or limitation of liability available to Wilton, existing at law or equity, whether established by statute or common law.
- g. Lyndeborough and Temple shall use best reasonable efforts to make its emergency personnel available to assist the Department in the provision of ambulance and emergency medical services, including, but not limited to, traffic control, assisting the Department as required to enter a premises safely, or securing a scene to protect Department personnel.

4. AMBULANCE ADVISORY COMMITTEE (AAC). The parties agree that an Ambulance Advisory Committee ("AAC") will be established which shall exercise such functions as specifically set forth herein.

- a. The AAC shall be comprised of one (1) member of each town, appointed by, and accountable to, the Select Board of the appointing town.
- b. Each member shall serve for a one-year term. Members may serve consecutive terms. Each town's selected member shall serve at the pleasure and discretion of that town's Select Board. The appointing Select Board may remove that town's appointed member as the Select Board, in its sole discretion, deems in the best interest of that town.
- c. The AAC shall vote by a simple majority on any such matters delegated to the AAC pursuant to this Agreement. Each member of the AAC shall have one, equal vote.
- d. The AAC shall choose a Chair to preside at all meetings and a Secretary to keep minutes of any such meetings.
- e. The AAC will meet quarterly to:
 - i. discuss the level and quality of Services provided by the Department;
 - ii. review the revenue and expenses for the Department; and
 - iii. vote upon such matters that are expressly delegated to the AAC pursuant to this Agreement.
- f. Wilton shall provide the AAC with a Year-to-Date accounting of the net operating costs and the Revolving Ambulance Fund ("RAF") at each quarterly meeting of the AAC.
- g. Any town or member of the AAC may call a special meeting of the AAC by providing the other towns and members of the AAC with notice to call a special meeting specifying the purpose of such special meeting. Upon receipt of such notice, the AAC shall meet no sooner than seven (7) days and no more than fourteen (14) days from the date of the notice.
- h. Annually, Wilton shall provide updates to a 10-Year Capital Expenditure and/or Leasing Plan for Ambulance Services ("Plan"). This plan shall be submitted to the AAC, and the AAC shall review

the Plan and provide the Wilton Select Board with recommendations as to the Plan no later than thirty days prior to the scheduled budget committee meetings of the communities involved.

- i. Wilton shall seek and obtain the approval of the AAC prior to undertaking the following actions:
 - i. The sale or lease of any real estate for use by the Department;
 - ii. The acquisition or lease of any single vehicle or piece of equipment to be used by the Department in the amount of \$20,000.00 or more; or
 - iii. The sale or conveyance of any vehicle used by the Department.
 - iv. Exceeding budgeted line item expenditures.
- j. The AAC will review the balance of the RAF and, when deemed appropriate, shall recommend modifications to the Wilton Select Board regarding the towns' assessments for the following year to address the RAF balance.

5. BUDGET DETERMINATION AND COST ALLOCATION.

- a. Wilton shall make reasonable efforts to reduce and maintain costs while assuring the current level of proficiency of the Services to be provided under this Agreement.
- b. Wilton shall prepare a draft operating budget for the Department no later than January 1. Said draft operating budget shall be circulated to the AAC for the AAC's review and recommendations at the AAC's first quarterly meeting of the calendar year. The AAC shall promptly review the draft budget and shall provide recommendations no later than January 15th of each year. The Wilton Budget Committee and the Wilton Board of Selectmen shall finalize their respective recommended Department operating budgets and capital expenditures on or before February 1st of each year to allow Temple and Lyndeborough to prepare for their annual budget hearings held pursuant to RSA 32:5.
 - i. The failure of the AAC to meet and review the draft budget on or before January 15th shall not preclude Wilton from finalizing Wilton's general operating budget or any warrant article using the draft Department budget or any derivation thereof.
- c. Lyndeborough and Temple shall have standing to address the Wilton Select Board and/or Budget Committee at any public meeting or hearing during which the Department budget is discussed, deliberated, or finalized.
- d. The Department's operating budget shall include all direct operating costs for the upcoming fiscal year, all lease and equipment costs, all capital reserve appropriations (if any), and all other appropriations that Wilton determines appropriate to replace capital equipment or make capital improvements.
 - i. Wilton agrees that Wilton will attempt to not increase the overall Department budget by more than five percent (5%) over any prior year's operating budget for the duration of this Agreement.
 - ii. All operating costs and future expenses for Capital Equipment are to come from the Revolving Ambulance Fund which will be managed by Wilton.
- e. Each town receiving Services shall pay an amount necessary to pay all costs set forth in the operating budget in the same proportion as its population is to the total population of towns' subject to this Agreement, rounded to the nearest whole number ("Proportionate Share"). For the purpose of this Agreement, the Proportionate Shares of the towns are as follows: 55% Wilton, 25% Lyndeborough and 20% Temple. Population shall be determined for each Town using the most current actual or estimated population figures as maintained by the U.S. Census Bureau.
- f. Wilton shall bill Lyndeborough and Temple for each town's Proportionate Share of the costs for the Services on a quarterly basis, commencing on January 15th of each year. Lyndeborough and

Temple shall pay the entirety of such quarterly bill within thirty (30) days of the issuance of the bill.

6. RENEWAL.

- a. Except as otherwise provided herein, upon expiration of the term set forth in Section 2, this Agreement shall automatically renew for an additional one (1) year, calendar term. The towns shall adjust their proportionate share in accordance with Section 5.e.
- b. Any town may elect not to renew this Agreement by providing the other towns with a written Notice of Termination no later than one year before the expiration of the Current Term, as that term may be renewed in accordance with Section 6.a. Said notice to terminate shall be sent to the towns at the addresses set forth above.
- c. In the event of "non-renewal," the AAC shall review each town's contributions to the RAF and shall recommend an equitable distribution of any funds in the RAF as are appropriate. Each town, by and through its Select Board shall ratify the recommendation of the AAC. In the event that any town disagrees with the AAC's proposed equitable distributions of the RAF funds, the towns shall meet and confer and attempt to resolve the dispute. In the event that such matter cannot be resolved, any town can submit the matter to binding arbitration with a retired New Hampshire Superior or Supreme Court Justice. Each town shall pay for its own costs associated with such arbitration and the towns shall pay for the costs of the arbitrator equally.
- d. Lyndeborough and Temple shall not have any claim of use, right, or ownership to any personal property, items, and equipment used or employed by the Department in the provision of ambulance or emergency medical services, or used in the administration of the Department. Said property shall continue to be deemed property of Wilton, except as noted in 3 d.

7. MISCELLANEOUS.

- a. The Parties agree that the terms of this Agreement shall be binding upon the Parties' heirs, agents, successors, and assigns.
- b. The Parties agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
- c. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
- d. This Agreement constitutes the sole and entire understanding among the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, letters of intent and previous agreements, whether written, oral, electronic or otherwise, relating to the subject matter hereunder.
- e. In executing this Agreement, the undersigned represent and acknowledge that they have the requisite power and authority to execute this Agreement and to bind the parties for whom they are signing. The undersigned further represent that all required formalities have been followed to make the signatures below legally binding on behalf of all entities that are parties to this Agreement.

(SIGNATURE PAGE TO FOLLOW)

EXECUTED the day and year first above written three (3) counterparts any one of which shall be deemed the original document for all purposes.

Town of Wilton by its Select Board

Kelli-Lee Boissonneau
Robert R. Hall
Mark

Town of Lyndeborough by its Select Board

Fred Dwyer
Mark
Paul Smith

Town of Temple by its Select Board

Gail Cromwell
Mr
James

Addendum A

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. The communities (Wilton, Lyndeborough, Temple) involved in the Inter-municipal Agreement signed on October 22, 2018, in consideration of the addition of the Town of Greenfield, as a municipal entity, and its Greenfield Fire and Rescue, to the Inter-municipal agreement, starting January 1st at 12:00 AM (hereinafter referencing Wilton, Lyndeborough, Temple and Greenfield), the communities now agree as follows:

For purposes of RSA 53-A:3 III (a), the Ambulance Advisory Committee (AAC) shall be designated to be the contract administrator responsible for administering the cooperative undertaking provided for in this agreement. This Agreement shall become effective upon signing by the communities and approval by the Attorney General of the State of New Hampshire and filing with the clerks of the Communities and the Secretary of State for the State of New Hampshire. The contract shall continue in effect for the term of the agreement or until earlier terminated as provided in the Inter-municipal Agreement.

Addition of Greenfield

Commencing on January 1, 2019, Wilton will provide Services to the Town of Greenfield, a New Hampshire municipal corporation with an address of 7 Sawmill Road, P.O. Box 256, Greenfield, New Hampshire 03047. The Town of Greenfield agrees to the terms of the Inter-Municipal Agreement for the Services and shall enjoy all the rights and privileges as that of Lyndeborough and Temple.

Term

The Town of Wilton/ Wilton Ambulance ("the Department"), agrees to furnish on-call twenty-four hour Emergency Ambulance Services to the communities as originally agreed upon , and to the Town of Greenfield and Greenfield Fire and Rescue beginning at 12:00 am January 1, 2015, and ending at 11:59 pm on December 31, 2015, as and when available.

If no Department ambulance is available, Mutual Aid will be requested.

The Department shall provide for the following:

- 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 the respective Fire Departments of the communities supported by Wilton Ambulance via radio communications.

Records

Each member community shall provide all directories, maps, mass casualty response plans, personnel rosters, and town information to effectively provide ambulance services in the respective community.

The 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 communities for a period not less than three years from the date of final payment for services performed under this contract. In no event shall the period of contract, books, reports and record retention be less than as outlined in RSA 33-A:3-a.

INSURANCE

The Department shall secure and maintain Wilton's equipment and personnel, for the duration of this Agreement, and all insurances required by law for such equipment and personnel. The insurance coverage shall be at no additional cost to the member communities for any and all occasions the Wilton Ambulance is providing services pursuant to this Agreement.

The 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 the Department equipment and personnel only. The Department shall demonstrate that it carries a general liability policy with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Agreement and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below. The cost of insurance shall be included in the Department's operating budget, the costs of which shall be paid in accordance with Section 5(e) of the Inter-Municipal Agreement.

The Department shall provide, at no additional cost to the member communities, workers compensation insurance to all Department employees as required by law.

The Department shall provide, at no additional cost to the member communities, malpractice insurance for all of the Department's employees having the same limits and provisions as the Town of Wilton's liability insurance. Coverage must coincide with the dates of the agreement.

INDEMNIFICATIONS AND HOLD HARMLESS

The Communities hereby covenant and agree to defend, indemnify and hold harmless each other and the Department, its officers, agents, representatives, and employees from any and all claims, suits, actions, losses, damages, costs, including reasonable attorney fees, or injury to persons or property to the extent caused by the negligent acts, errors or omissions of the members of said community, its officials, or employees.

The Department hereby covenants and agrees to defend, indemnify and hold harmless the Fire and Rescue Departments of each of the individual communities and their respective Towns (Lyndeborough, Temple, and Greenfield), their officers, agents, representatives, and employees from any and all claims, suits, actions, losses, damages, costs, including reasonable attorney fees, or injury to persons or property to the extent caused by the negligent or malicious acts, errors or omissions of the Department, its officials, or employees.

The Department agrees that it will carry any and all insurance which will protect it, the respective communities of Lyndeborough, Temple, and Greenfield, and their officials, agents,

volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Department whether such operations be performed by the Department itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Agreement. The Department further agrees that the respective communities of Lyndeborough, Temple, and Greenfield and their officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town of Wilton.

Town of Wilton by its Selectboard

Town of Lyndeborough by its Selectboard

Town of Temple by its Selectboard

Town of Greenfield by its Selectboard

P Marshall
Margaret A. Chair Blas
Lucy May

Addendum B

Intermunicipal Agreement Cost of Service Computation

Beginning January 1, 2019 the cost of service computation from the Wilton Ambulance Service (the Department) for each of the individual communities (Greenfield, Lyndeborough, Wilton, Temple) shall be based on Call Volume and not Population Data. Call Volume shall be the number of emergency 911 calls recorded by New Hampshire's Trauma & EMS Information System (NHEMIS) for the previous 12 month period ending December 31st at 11:59pm.

Cost of service will be allocated based on call volume percentages from the prior year based on the Department's finalized approved budget no later than the time frame outlined in section 5 of the intermunicipal Agreement (the Agreement).

Proportionate Share

Subsequent to the addition of Greenfield, the Proportionate Share outlined in the Agreement shall change from

Wilton -55%
Lyndeborough -25%
Temple -20%

to

Wilton -51%
Lyndeborough -16.33%
Temple -16.33%
Greenfield -16.33%

The cost of service will be calculated annually as outlined in the Agreement. For the 2019 year the cost breakdown is as follows:

| | |
|---------------|--------------|
| Wilton- | \$189,429.30 |
| Lyndeborough- | \$60,665.66 |
| Temple- | \$60,665.66 |
| Greenfield- | \$60,665.60 |

Term

The Term of the agreement shall be co-terminus for all of the communities, ending three years from the date of the original Agreement signed in 2018 between Wilton, Lyndeborough, and Temple.

Right to revisit Call Volume

Each of the community members may call a meeting as outlined in Section 4 of the Agreement in order to address increases in call volume, regardless of the cause of the increase, and the Department shall have the right to reconfigure the Cost of Service Computation's Proportionate Share. Such right shall be limited to once per year and require two complete quarters of service call volume data prior to such change.

Town of Wilton by its Selectboard

Town of Lyndeborough by its Selectboard

Town of Temple by its Selectboard

Town of Greenfield by its Selectboard

PR Marshall
Margaret A. Chair Bliss,
Karen May

Addendum C

Operational Requirements:

Whereas service to the communities is paramount, in the event that no Wilton ambulance is available, it shall be the responsibility of the Department to call for mutual aid. In no case shall the decision to call mutual aid exceed three minutes from the initial call for service.

Whereas in the event of a simultaneous call for service, staffing of the second ambulance is critical to the success of providing coverage to the communities. It shall be the standard operating guideline for the Wilton Ambulance to immediately tone for additional personnel to staff the second ambulance upon dispatch of the first ambulance. It is further understood this coverage shall take place at the ambulance station, or, wherever the second ambulance is located.

Town of Wilton by its Selectboard

Town of Lyndeborough by its Selectboard

Town of Temple by its Selectboard

Town of Greenfield by its Selectboard
