

Budget Advisory Committee
Town of Temple, NH
Emergency Meeting Minutes (RSA 91A)
6:00 PM, 4 February 2020, Town Hall Annex

BAC Attendees: Gary Scholl (Chair BAC), Gail Cromwell (BAC), Christine Robidoux (BAC), Mike Darnell (BAC), John Kieley (BAC)

Absent: *Steve Concordia (BAC), Ken Caisse (BAC/SB)*

Also in Attendance: Bill Ezell (Select Board)

Meeting called to order at 6:00 PM

Review of **Ambulance** Budget discussion at Jan 29 2020 Meeting:

- BAC notes that the Ambulance budget presented by Wilton does not account for call volume, as per the contract (*Contract attached*). If we pay according to the contract, there would be a savings of about \$17,000.
- It is possible that the town will not approve the budget in March if the amount does not reflect call volume.
- BAC recommended approaching Wilton to discuss further. Caisse and Willard offered no opposition to this plan.
- BAC and Select Board agree to present budget at public hearing at the contract amount (\$40,200).

Scholl, Cromwell & Robidoux attended the Wilton Select Board meeting last night, February 3rd 2020 at 6 PM regarding the **Ambulance** allocation. (*Meeting notes attached*).

- A letter from the Temple Budget Advisory Committee was delivered to the Wilton Select Board and the Wilton Town Administrator the day of the meeting (*Letter attached*).
- We believe the allocation requested is in violation of the contract signed by the Temple and Wilton Select Boards. Per the contract the allocation should be based on call volume (*see Addendum B of the contract attached*).
- Based on call volume, Temple is responsible for 11-12% of the budget in 2020, or \$40,200.
- The AAC was involved in the budget discussions, and changed the allocation formula for 2020. This is in violation of the contract. The duties of the AAC do not include changing the contract. Only Select Board can do this.
- The Temple BAC understands that this could be reviewed again in April of 2020, however this will cause a problem in other towns, in particular Greenfield, which will likely have to come up with additional funds based on call volume. This will be very difficult for them given their voters will have already approved their budget for 2020.
- Temple BAC reaffirmed the commitment to continue the partnership with Wilton, and that the town is very happy with the service.
- Wilton Select Board members apologized for how we got to this point, and seek to find a resolution. They were told that the Temple Select Board approved this proposal. Scholl

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informed them that this was not the case. Scholl and Ezell attended a meeting in January stating their opposition (see Wilton Select Board minutes from Jan 6 2020).

- Wilton Select Board requests a written response from the Temple Select Board ASAP, and desires to work with the Temple Select Board to resolve the issue.

Several e-mails were exchanged between Scholl, Ezell, and Paul Branscombe, Wilton Town Administrator, since the Wilton Select Board meeting on Feb 3 2020. Some expressing frustration. Branscombe noted that one of the meetings where decisions were made was a non-public meeting. Temple BAC expressed concern over this (*see RSA 91-A:3*). Money cannot be appropriated in a non-public meeting.

BAC also expressed concern over how a proposal to subsidize Greenfield in the amount of \$16,000 would be received by Temple taxpayers. Last year, Temple paid \$11,000 to help Greenfield, as it was transition year.

Ezell notes that there is a clause in the contract that allows for renegotiation of the contract mid-year, but only if the call volume increases.

In summary, if the Temple Select Board votes to honor the contract (\$40,200), the Wilton Select Board will honor the contract.

Kieley made a motion to leave the Temple Ambulance Budget at \$40,200 for 2020. Second by Darnell. All in favor.

Scholl will present the BAC decision to the Temple Select Board this evening at their meeting at 6:30 PM. BAC members present will also attend the meeting.

Scholl requested feedback on his draft for the **Temple Annual Report**. Motion to approve with amendment from Cromwell. Seconded. All in favor.

Motion to adjourn at 6:23 PM. Unanimous approval.

Attachments:

2020_02_03_WiltonSB_BAC_Notes
2020_02_03_BAC_WiltonSB_AmbulanceLetter_Scholl
Ambulance Contract
2020_02_03_Email_WiltonAdmin_Scholl

Town of Wilton Select Board
42 Main St.
PO Box 83
Wilton, NH 03086

February 3, 2020
Hand delivered
Emailed: Town Administrator
wiltonta@wiltonnh.gov

Re: Ambulance Contract

I am the Chairman of the Town of Temple's Budget Advisory Committee and writing on behalf of that Committee.

The Towns of Temple and Wilton have had a long and mutually advantageous relationship in regards to both the Ambulance Service and Recycling Center. In January, I attended the Budget hearing for the Recycling Center and the Ambulance Service. Although the increase (22%) for the Recycling Center was certainly significant, our Committee understands the business rationale and we support it. We made budget cuts in our other departments to cover the unexpected costs. At that meeting, I informed the Wilton Budget Committee that the allocation of Ambulance Service costs was not according to our contract.

The multi-town ambulance service has now been in place for decades. We greatly appreciate Wilton taking over management of the Ambulance Services from the Association. Our residents have been pleased with the service. The issue our Committee has is the allocation of cost.

A year ago, when Greenfield came into the group, the contract was amended to add them and to change the allocation language from "population" to a "per call" basis. The first paragraph of Addendum B of the INTER-MUNICIPAL AGREEMENT FOR AMBULANCE SERVICES (which was signed by Select Boards of all four towns) is clear and specific regarding the use of "Call Volume ... for the previous 12 month period ending December 31st" for allocation of shared cost.

When the 2019 budget allocation was done, the split was as follows:

Wilton 51%;
Greenfield 16.33%;
Lyndeborough 16.33%;
Temple 16.33%

Our Committee was told that this arbitrary allocation was necessary for the first year since sufficient "Call Volume" statistics were not available. Our Select Board signed the contract with the understanding that, starting in 2020, the allocation would be based on "Call Volume." The difference between the two allocation methods ("Call Volume" vs an arbitrary 16.33%) was more than a \$10,000 detriment to Temple in 2019.

We are now advised that consideration is again being given to using the same arbitrary allocation in 2020. The call volume data for 2019, as specified in Addendum B has been

reported in the minutes of the AAC. Based on Temple's "Call Volume" of 11% our committee believes that our contractual allocation should be \$40,200 for 2020. On January 29, 2020, in a joint meeting of the BAC and Temple's Select Board, we had agreement on a basic budget which included this value. The difference between this line item and the arbitrary allocation is a significant percentage of Temple's Operating Budget.

Finally, we understand that statements relative to this subject may have been made by Temple's representative to the Ambulance Advisory Committee. We do not believe that the AAC is authorized to commit the Towns to any expenditures outside of the contract.

Please consider our perspective in this matter. Our Committee would be happy to meet with you or any group you suggest to achieve a timely resolution to this issue.



Gary Scholl
Chair
Temple Budget Advisory Committee

Cc:

Town of Temple Select Board
Town of Lyndeborough Select Board
Town of Greenfield Select Board

Wilton Select Board Meeting
February 3, 2020, 6 PM at the Wilton Town Hall

Temple Budget Advisory Meeting Attendees: G. Scholl, G. Cromwell, C. Robidoux

Cromwell noted that Temple Select Board member Ezell wanted to be at this meeting but was unable to attend due to a prior commitment.

Scholl addressed the Wilton Select Board, with confirmation that they received the letter from the Temple BAC the same day as the meeting (*attached*).

Scholl indicated the inequities in the Ambulance budget allocations across the towns was not in line with the contract and therefore the contract was not being properly administered. See Addendum B for contract language (*attached*).

Scholl does not believe that the taxpayers of Temple are willing to subsidize other town's ambulance expenses for another year.

Based on call volume, Temple's responsibility per the contract is roughly 11%, while the budget presented to Temple is 16.3%, as it was last year.

Temple understood 2019 to be a transition year, while new policies and procedures were put in place, along with the new contract with Greenfield. However, the expectation is that the allocations in 2020 would be determined by call volume, as stated in the contract.

The BAC understands that Wilton Ambulance has agreed to look at the numbers again in April, and perhaps make a correction at that time. Temple BAC does not feel this is a reasonable approach, given that towns will have already approved their 2020 budgets in March. It could have detrimental effects to towns who may need to pay more, like Greenfield. If Temple had to increase, they would have to take funds from another line item, which would have a ripple effect across other departments.

Scholl noted that we will present the 2020 budget to the Town on Thursday evening, so we need a resolution ASAP; within 2 days.

The difference in calculations for Temple is \$17,000 for 2020. Last year, we paid +\$10,000 over our call volume amount. The two year overage total would be \$27,000 if we pay what Wilton Ambulance is requesting.

Cromwell noted that her name is on the contract since she was on the Select Board at that time, so she feels a responsibility to make sure the contract is honored. We have not heard a clear justification for why it is not being honored.

It was also noted that only the other towns are being asked to pay an overage, Wilton's percentage has stayed the same at 51%, while Lyndeborough and Temple are paying more than their call volume.

Cromwell also asked why the AAC was involved in altering the contract. The AAC's job is described in the contract and does not include deciding whether to honor the contract or not. The AAC did not sign the contract, and it appears was not aware of the terms of the agreement. The Select Board representatives signed the contract, so they are responsible for the final budget allocation and honoring the contract.

It was also noted that figures were changing week to week, even as recently as last week. This causes the Temple BAC some concern as far as administration and bookkeeping.

Scholl and Cromwell both re-affirmed the commitment to partnering with Wilton in providing Ambulance services to Temple and that the town has been happy with the service. It is our desire to find a resolution so that we can move forward.

Wilton Select Board member Mathew Fish apologized for how this issue was handled and expressed concern over the mismanagement of the budget. They were confused as to how it got to this point. Scholl confirmed that he had spoken at the Wilton Budget meeting and at the Joint AAC-Wilton Select Board meeting, with no progress made.

Wilton wants to continue partnership with Temple and will determine the best way to handle this issue.

Prior contracts were based on population, the addition of Greenfield did cause some difficulties as far as negotiating new contracts with the other towns.

Wilton Select Board understood that the budget had been agreed upon by all Select Boards. Wilton Select Board member Kellie Sue Boissonnault (also a member of the AAC) explained that the Ambulance Chief and the Ambulance Advisory Committee set the budget. Temple Select Board member Ken Caisse is the Temple rep to the AAC, so an assumption was made that all information was shared and approved by other Select Board members in Temple. All communications regarding the budget were with Caisse, although George Willard also attended a meeting in Wilton.*

Wilton Select Board requests a formal position with a vote on the proposed budget from the Temple Select Board so that they can determine how best to proceed.

Robidoux added that the Temple Select Board and Temple Budget Advisory Committee had a joint meeting last week, Jan 29, where we discussed this issue. At that time, all three Select Board members approved the BAC's recommendation to approach the Wilton Select Board to come up with a resolution to correct the budget allocation to reflect the estimated call volume allocation, per the contract.

*Wilton Select Board member Paul Branscombe sent an e-mail on 2/4/2020 (attached) saying that the meeting attended by Willard and Caisse was non-public.

Note: Lyndeborough will be holding their town budget hearing tomorrow, Tuesday February 4th.

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

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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

Lynne M. Bissomant
Robert R. Galt
Mark

Town of Lyndeborough by its Select Board

Fred Dwyer
Mark
Paul L. Mc

Town of Temple by its Select Board

Gail Cromwell
Mark
Paul

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.

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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. Chaisy Blais

Laura 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 (NHTEMSIS) 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

2019 \$61,334

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.

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Town of Wilton by its Selectboard

Town of Lyndeborough by its Selectboard

Town of Temple by its Selectboard

Town of Greenfield by its Selectboard

Bob Marshall
Margaret A. Chair Blais,
Karen Wray

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.

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From: Paul Branscombe
Sent: Tuesday, February 4, 2020 8:49 AM
To: gwScholl@gmail.com; Bill Ezell; George Willard; Ken Caisse
Cc: Paul Branscombe; Christine Robidoux; Gail Cromwell; John Kieley; michael.t.darnell@comcast.net; Steve Concordia
Subject: RE: Wilton Ambulance Service

Gary,

Let us be clear here that I said a meeting was held in Lyndeborough which Bill could not attend and it was in non-public session. Ken and George did not commit to anything as this was a fact finding meeting to alert Lyndeborough that there was talk around that Temple may well have to leave the IMA. This is getting messy for which there is no call.
Paul.

From: Gary Scholl [mailto:gwScholl@gmail.com]
Sent: Tuesday, February 4, 2020 8:41 AM
To: Bill Ezell <tsb@quackers.net>; George Willard <sophiemoo@comcast.net>; Ken Caisse <temple.nh.selectman@hotmail.com>
Cc: Paul Branscombe <WiltonTA@WiltonNH.org>; Christine Robidoux <ricochetrobidoux@hotmail.com>; Gail Cromwell <gpiersoncromwell@gmail.com>; John Kieley <johnkieley574@gmail.com>; michael.t.darnell@comcast.net; Steve Concordia <noche4444@yahoo.com>
Subject: Wilton Ambulance Service

Please see attached letter.

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