

CONWAY VILLAGE FIRE DISTRICT  
BOARD OF COMMISSIONERS' MEETING  
Thursday, November 17, 2022, 4:30 P.M.  
Fire station

Meeting was called to order at 4:30 P.M.

Commissioners present: Steve Bamsey, Tom Buco and Mike DiGregorio.

Staff present: Superintendent Bruno Vallieres, Chief Solomon, and Bookkeeper Amy Snow.

FIRE CHIEF'S BUSINESS

The chief presented a counteroffer from the Town of Albany for fire and ambulance coverage, \$10,000 a year less than what was proposed by CVFD. This year is \$137,000 (see attached). This will be pretty close to equalized valuation. **Mr. Digregorio made a motion to approve the negotiated numbers between Albany and CVFD as presented by the Fire Chief.** There being no further discussion **motion passed 3-0-0.**

The chief announced that Josh MacMillan is moving on to North Conway Fire Department as the Assistant Fire Chief. The Chief proposed that the 11 years of Josh's on-call status be prorated, which will bring him to the needed 12 years so he would be eligible for ½ his sick time per the Personnel Manual. Discussion ensued. The policy states the payouts are at the discretion of the commissioners. **Mr. Digregorio made a motion to count 1/3 of Josh's on-call time served toward his longevity, seconded by Mr. Buco. Motion passed 3-0-0.**

SUPERINTENDANT'S BUSINESS

The crew has been working on air releases and it is done today. The road is open to the park.

BOOKKEEPER'S BUSINESS

Amy presented the transmittal for HealthTrust. **Mr. Buco made a motion to engage with HealthTrust for health insurance, seconded by Mr. Digregorio. Motion passed 3-0-0.**

Amy presented the bill for the 2023 New Hampshire Municipal Association (NHMA) dues. **Mr. Buco made motion to continue membership with NHMA, seconded by Mr. Digregorio. Motion passed 3-0-0.**

Amy presented a billing error abatement for \$231.19 for 25A Street Extension. **Mr. Buco made a motion to approve the abatement, seconded by Mr. Digregorio. Motion passed 3-0-0.**

ADMINISTRATIVE BUSINESS

**Mr. Bamsey made a motion to ratify a., through d. Seconded by Mr. Buco.**

- a. Ratify Payroll Manifest for week ending 11/6 signed out of session
- b. Ratify Payroll Manifest and sign checks for week ending 11/13

- c. Ratify A/P Manifest dated 11/9 signed out of session
- d. Ratify A/P Manifest dated 11/16 and sign checks dated 11/18

Discussion: Carbonite –\$ 630.00, Eversource - \$9250.00, Harcross - \$524.00, Pope Security Annual Fee for the fire station - \$395.00. Albany Service – brake service drums and cams \$6,084, Mr. Digregorio asked that the manufacturer be made aware of this issue.

**Motion passed 3-0-0.**

**Mr. Bamsey made a motion to approve the minutes for week 11/3/2022. seconded by Mr. Bucu. Motion passed 3-0-0.**

The next Commissioners meeting will be December 1, 2022, at 5:00 P.M. at the Admin Bldg.

Mr. Bamsey opened the informational part of the meeting at 5:00, he asked people to step up to mic if they want to speak so it will be heard for Valley Vision. This is the third meeting to share information, he was looking for direction to “fly the ship” so ask questions and give input please. Mr. Bamsey introduced the board and staff. The board has met with the Town of Conway staff also with the Chief of Center Conway and one of their commissioners just to let them know what we were thinking and share information and see if they had any questions and see what their thoughts are. It sounds like Redstone and Center Conway are doing their own thing, they may try to merge. Mr. Digregorio stated that the good thing is we don’t need the other districts, we are doing our own thing.

We have drafted a Memorandum of Understanding (MOU) and met with the Selectmen to get their input. Chief Solomon presented the MOU on the big screen (attached).

James Kelley was concerned about the debt and would there be money to pay that from the town. It was explained that the debt stays with the people who are paying it now, nothing will change as far as paying for the water and sewer – only the name on the bill will change from Conway Village to Town of Conway. There is no debt on the fire department, only on water and sewer, only the people using it will continue to pay for it. Expansion will help lower the overall bills for everyone, the more people on the system, the lower everyone’s fee and rates. The interest rates don’t change, the debt is amortized, and payments are set. James asked about ARPA funds. ARPA funds were received from the town and used to line sewer lines which saves us money, not paying to process ground water.

Daymond Steer asked about ambulance coverage and if a committee would have information for March. Nothing will happen with any committee until and only if the vote carries to dissolve. Then there will be three years to form a committee to see what the town wants to do with ambulance. The MOU lays out what will happen in the short term.

Eric Corbet asked if there was a district map that shows where the district is, and where the water and sewer lines are. This is all on our website.

The question was asked if the town would have a better chance at negotiating with Medicare than we do. Medicare is federal and is set by the feds, every ambulance service in the country gets paid the same. Medicaid rates are set by the state and every service in the state gets paid the same. We are participating in a nation-wide project with Medicare giving them data to show them how much they are underpaying.

What happens to the betterment fee once the debt is paid off in 2037? It will go away. Amy explained that before the Betterment Fee, sewer debt was on the taxes and sewer was set up the same way water is now, there was sewer usage and sewer demand, it would most likely go back to that, so the entire operating budget is not dependent on usage rates. Mr. Bamsey stated that there are no projects going on or planned in Conway Village at this time, so we do not anticipate any new debt.

What happens if we dissolve, and we need a new fire truck? Everyone serviced by the fire department would pay for that and that would be a town-wide warrant.

How do we distinguish who pays for that truck on a town wide warrant? The entire town votes on the non-precinct contract but only the non-precinct residents pay for it. The water and Sewer budgets will be on the town-wide ballot but only people on the system will pay for it, fire would be the same.

Can the town change what is in our precinct now for fire coverage? Can the town decide what our coverage area will be? The Conway Fire Department would not cover North Conway, Center Conway, or East Conway, (unless they become part of the town as well), we would do mutual aid. The coverage area would not get smaller.

Would it be easier to expand the water and sewer if the town owns the system? Yes, there would be no franchise agreement like we would need if the district tried to expand outside its boundaries. Would the district pay for expansion outside the district? Those rate payers would pay for the debt incurred for that expansion. Mr. Digregorio stated that new users would pay for the debt but the more users the cheaper it will be for all users. Connection fees will also benefit everyone on the system.

The map that shows the different districts was up put up on the screen and the chief explained it. Discussion ensued about what would happen to the station in East Conway if they joined in, it would make sense to leave it do to geography.

Gary MacDonald commended the Board on the great job with the MOU. He asked how long the Town is obligated to follow the MOU and what is the vehicle for change so as not to tie their hands. The Selectman were asked for their input on Tuesday when our Board met with them, it appeared they were in agreement with this. It is the thing to do, it's good for the town. This is a Memorandum of Understanding, not a contract and I (Mr. Bamsey) trust the Selectmen to make good decisions for the town. Mr. Digregorio believes that town staff feel

our departments are run by good people and competently and he trusts the town staff as well to keep it going. I am more confident than I was months ago now that I see it on paper, I truly believe on day one, no one will see the difference. I can say with confidence that if we stay as is, our taxes will go up. Mr. MacDonald concurred, he has great confidence in the town, I just want to make sure that if there is a change five years from now that it can't come back on someone, change is inevitable.

There is going to be a learning curve for everyone, the town, the staff. The key will be education and the residents stating to the selectmen what they want. As long as residents stay home and not give their input, change will happen, and it may not be what we want. People need to let their desires be known.

Mr. Bucu stated he supports the MOU; it will smooth out the transition if the vote to dissolve passes. I was opposed to dissolution because I was not elected to dissolve the district. I will be abstaining from the vote to recommend the warrant article asking the district to dissolve because I want the voters to make the decision without undue influence from me.

Will the warrant article have the commissioner's vote to recommend or not? Yes. How will you make it clear if you recommend to put it on the warrant or recommend dissolving? We are not SB2, we discuss each article as it comes up face to face.

Mr. Digregorio left the meeting at 5:55 pm

The next meeting on this will be during the Budget Hearing 2/14/2023. Anyone living in the district that is a registered voter in the Town of Conway is registered to vote at the District Annual Meeting on 3/14/2023.

Comments and questions are welcome anytime, there are benefits to this, but it is the voters making the decision.

There being no further business to come before the Board, the meeting was adjourned without objection at 6:04 P.M.

Respectfully submitted,  
Amy Snow, Municipal Bookkeeper



# Town of Albany, New Hampshire

1972-A NH Route 16  
Albany, NH 03818-7442  
603-447-6038  
[contact@albanynh.org](mailto:contact@albanynh.org)

November 14, 2022

Stephen Solomon/Chief  
Conway Fire Department  
97 Main Street  
Conway NH 03818

Re: Counter-Offer for Albany Fire/Rescue Contract

Dear Chief:


As you know, the Albany Board of Selectmen has met with you to review and discuss the proposed contact amounts for 2023 thru 2026, as provided on your letter of September 28, 2022.

The Board respectfully requests that you and the Commissioners consider the following counter offer:

2023: \$160,000  
2024: \$187,000  
2025: \$213,000  
2026: \$240,000

As you can see this is \$10,000 less per year than the original, proposed amounts. We greatly appreciate the Commissioner's consideration of this counter offer and look forward to their response.

Sincerely,

  
Kelley A. Collins  
Town Administrator

**Memorandum of Understanding between The Conway Village Fire District and the Town of Conway regarding continuation of services should Conway Village Dissolve.**

**WHEREAS**, The Conway Village Fire District provides critical and necessary services to the residents and guests of the Town of Conway, and

**WHEREAS**, The Conway Village Fire District is considering dissolution, and

**WHEREAS**, The Town of Conway recognizes the need to continue the services currently provided by the Conway Village Fire District, and

**WHEREAS**, both parties wish a smooth transition of all services should dissolution occur.

**NOW THEREFORE**, the parties agree to this Memorandum of Understanding as a framework by which these services shall continue.

1. RSA 52:21: The dissolution of a Village District is governed by NH RSA 52:21
  - a. All assets will transfer to the Town of Conway on a specified date
  - b. Trust Funds are already held by the Town and are required to remain for the specified purpose. Any fund that no longer has a legitimate purpose or is a duplicate of a trust fund belonging to the Town will require action by the legislative body to repurpose and/ or close.
  - c. Debt Service:
    - i. CVFD has both water and sewer debt.
    - ii. Water debt is funded by and paid from water user fees.
    - iii. Sewer debt is funded by and paid from a sewer betterment fee and a sewer debt trust fund.
    - iv. Debt is owned by the current property owners of CVFD and by statute remains there. Continuing to fund and pay these debts in the manner prescribed above is the simplest way of managing the debt moving forward.
2. Contracts: CVFD has a number of contracts that will transfer to the Town.
  - a. Sewer IMA with North Conway Water Precinct. Section 13 of the IMA reads, "This agreement is not assignable by either party without the express written consent of both parties, which shall not be unreasonably withheld..."
  - b. Water IMA with North Conway Water Precinct. Section 502 of the water IMA reads, "The benefits and burdens of this agreement shall inure and be binding upon the respective legal successors and permitted assigns of the parties hereto."
  - c. CVFD has contracts to provide services to the Following areas:
    - i. Albany: Fire and Ambulance

- ii. Hales Location: Ambulance
    - iii. Waterville Valley: Fire and Ambulance to the area of Waterville Valley accessible from the Kancamagus Highway
    - iv. Grafton County: Fire and Ambulance to the area of Livermore accessible from the Kancamagus Highway
  - d. Sewer Abatement Agreement with Tuckerman's Brewing.
  - e. Historical Society Lease: The Conway Historical Society has a 99 year lease for the land the old fire station sits on and may sublet to the Upper Saco valley Land Trust. This lease includes use of the parking lot.
  - f. Numerous operations level contracts for software.
3. CVFD Personnel: The Town acknowledges that CVFD has skilled and licensed personnel performing these services and will absorb these personnel as employees of the Town as follows.
  - a. Water/ Sewer Superintendent: Shall be the Town's department head for water and sewer functions reporting to the Public Works Director.
  - b. Water/ Sewer Operators: Shall be the Town's water/ sewer operators and report to the Water/ Sewer Superintendent.
  - c. Water/ Sewer Office Staff: Shall be retained by the Town in similar positions to that which they hold working for CVFD, but may not be the same position or under the water/ sewer department.
  - d. Fire Chief: Shall be the Town's Fire Chief and report to the Town Manager.
  - e. Career Fire Employees: Shall be retained by the Town as Career Fire Employees reporting to those supervisors they do now under the CVFD.
  - f. Call Fire Personnel: Shall remain call fire personnel under the Town's Fire Department reporting to those supervisors they do now under the CVFD.
  - g. All Personnel moving over to the Town will be integrated into the Town's pay scales and benefits package commensurate with their years of service and licensures.
  - h. It is understood that some employees may become union employees while others may not.
  - i. Nothing in this section prevents the Town from releasing employees for disciplinary or budgetary reasons in the future.
4. Water/ Sewer Department: The Water/ Sewer Department shall become a part of the public works department parallel to other public works departments such as highway or solid waste.
  - a. Water/ Sewer employees have specific licenses and skills, have daily work to do, and will not be expected to fill shortages in other departments.

- b. While there is an expected cost savings and improved efficiency in the sharing of equipment within the public works department, it is understood that there is specific water equipment and tools that can only be used for water work.
  - c. Sewer tools and equipment can only be used on sewer and cannot be comingled with water tools and equipment.
  - d. Should any facilities or equipment now owned by the water/ sewer department become more generally used by public works or the Town, the related expenses would be shared with the other department(s) using the equipment. This is similar to how the service department is paid for.
  - e. Water/Sewer billing will be handled under the finance department
5. Pequawket Pond Park: The Pequawket Pond Park would become part of the Town parks and recreation department and be managed and maintained by that department.
6. The Fire Department:
- a. The Fire Department would continue to operate from its current location at 97 Main St.
  - b. The cost of the Fire Department would be equalized on the tax base of the area it provides protection to.
  - c. Any services provided by the Fire Department outside that coverage area will be prorated and shared amongst those receiving that service.
  - d. Albany contract: The Albany contract would transfer from CVFD to the Town. The Town would provide services and charge Albany as per the contract until its expiration. This would give the Town the time to understand the contract and negotiate a new one.
  - e. Ambulance Service: Ambulance service in Town would continue in its current manner until the expiration of the existing ambulance contract. During that time, the fire department, selectmen, and citizens would discuss and recommend a course of action for the future of EMS across the whole Town.
  - f. Prior to taking over fire and ambulance, The Town will need to complete the process for approval to bill Medicare and Medicaid. The Fire Chief will lead this effort.
  - g. Ambulance billing is currently done by a third party, "Quick Med Claims." It is recommended the Town continue this.
  - h. Other Fire Districts: The other fire districts in Town will be welcome to join the Town fire department. However, they may remain separate as long as they wish. The Town fire department will be available to assist in their areas with things such as inspections, plans review, and fire permits should those independent departments wish assistance with those services.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Conway Village Fire District, Its Commissioners

Town of Conway, Its Selectmen

\_\_\_\_\_  
Steven Bamsey, Chair

\_\_\_\_\_  
David Weathers, Chair

\_\_\_\_\_  
Michael DiGregorio

\_\_\_\_\_  
Mary Carey Seavey, Vice Chair

\_\_\_\_\_  
Tom Buco

\_\_\_\_\_  
Carl Thibodeau

\_\_\_\_\_  
John Colbath

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Steven Porter