

# TOWN OF MILFORD



## PAYROLL DEDUCTION AUTHORIZATION

for Hampshire Hills Membership on Town of Milford Corporate Plan

(Step 1)

	<u>Plan Type</u>	<u>Mthly Rate</u>	<u>B-Weekly Rate</u>	<u>Value of Plan</u>
	Individual			
	Individual w/ children 5-12			
	Individual w/ children 13-22			
	Dual			
	Family			

I, **(Step 2 – Name)** \_\_\_\_\_, hereby authorize the TOWN OF MILFORD, NEW HAMPSHIRE, to deduct the following amount(s) in regular bi-weekly installments (or equivalent, if pay frequency is changed) from my pay per RSA 275:48 and in accordance with the State of New Hampshire labor laws – said amount representing repayment of membership in the Town of Milford Hampshire Hills Corporate Plan. I will repay the Town in the full amount of this membership in equal and consecutive installments as outlined below:

Effective Date of Membership Change : \_\_\_\_\_ **(Step 3)**

Effective Date for Payroll Withholding : \_\_\_\_\_

Monthly Membership Fee : \_\_\_\_\_

Bi-Weekly Payroll Deduction : \_\_\_\_\_ (Equals monthly membership fee times 12 divided by 24)

\*I acknowledge that this is the monthly membership fee as of the date noted above and the bi-weekly payroll deduction is based on this monthly membership fee. I understand and agree that, should Hampshire Hills increase its monthly membership fee during the term of this Agreement, my weekly payroll deduction will increase accordingly.

I understand that regular payroll deductions will begin the first payday following the effective date of membership enrollment.

I further understand that, if my employment with the Town terminates, I will be fully responsible for any balance due on my membership for the month of termination and that this balance due will be deducted from my final paycheck. If, at time of termination, my final paycheck is not sufficient to pay the full balance due, I agree to pay the remaining balance due within two (2) weeks of my last full workday with the Town. I further understand that, if at termination I have not fulfilled my one year obligation with Hampshire Hills, my membership under the Town's plan will terminate but I will be responsible for continuing this membership at Hampshire Hills' regular rates until such time as my one-year membership obligation has been fulfilled.

**WARNING: Read before signing. This document contains an authorization to make voluntary deductions from your wages as specified in RSA 274:48 I.**

\_\_\_\_\_  
**(Step 5 – Witness)**

\_\_\_\_\_  
**(Step 6 – Employee)**

\_\_\_\_\_  
**(Step 7 – Date)**

# TOWN OF MILFORD

## AGREEMENT

### TOWN OF MILFORD HAMPSHIRE HILLS MEMBERSHIP

	<u>Plan Type</u>	<u>Mthly Rate</u>	<u>B-Weekly Rate</u>	<u>Value of Plan</u>
	Individual			
	Individual w/ children 5-12			
	Individual w/ children 13-22			
	Dual			
	Family			

THIS AGREEMENT is entered into this **(1 - Day)** \_\_\_\_\_ day of **(2 - Month)** \_\_\_\_\_, 2023 by and between \_\_\_\_\_ **(3 - NAME)** \_\_\_\_\_ of \_\_\_\_\_ **(4 - STREET, CITY, ZIP)** \_\_\_\_\_, County of **(5 - County)** **Hillsborough** , State of New Hampshire (hereinafter "Employee") and the TOWN OF MILFORD, NEW HAMPSHIRE (hereinafter "Town");

**WHEREAS** The "Employee" has applied for membership in the Town of Milford corporate membership plan at Hampshire Hills Sports and Fitness Club; and

**WHEREAS** The "Town" has accepted the "Employee's" application and, the "Town" will purchase the Employee's membership for which the "Town" will be required to expend approximately **(6) \$** \_\_\_\_\_ and in return for said investment the "Town" expects to receive full and final reimbursement; and

**WHEREAS** The "Employee" acknowledges that he/she will receive said membership at the expense of the "Town" which will be used by him/her for maintenance of his/her and/or of his/her family's health, well-being and fitness; and

**WHEREAS** The "Town" has determined that the cost of said membership is approximately **(7) \$** \_\_\_\_\_ and the parties hereto are desirous of having that debt represented in the form of a Promissory Note from the "Employee" to the "Town" which Note shall provide for payment of the said **(8) \$** \_\_\_\_\_ at the rate of zero (0%) percent interest.

**NOW THEREFORE**, the "Employee" and the "Town" do hereby mutually covenant and agree:

- 1) The "Employee" agrees to execute said Promissory Note and states that said membership is necessary and important to his/her and/or his/her family's health, fitness and well-being.
- 2) The "Town" agrees to purchase said membership.
- 3) The parties agree that –
  - the cost of the membership as of the date noted above is **(9) \$** \_\_\_\_\_ which amount may be increased as a result of an increase in Hampshire Hills membership rates and that the "Town" will be obligated to pay that amount to purchase the membership for the "Employee" referred to herein and, accordingly,
  - the parties hereto agree that the "Employee" shall, concurrently with the execution of this Agreement, execute a Promissory Note payable to the Town of Milford in the principal amount of **(10) \$** \_\_\_\_\_ together with interest at the rate of zero (0%) percent per annum, which amount shall be paid in the form of regular payroll deductions until the entire indebtedness is repaid in full. The first payment of this indebtedness will commence with the first payroll in **(11 - date)** \_\_\_\_\_.

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- If a regular payroll deduction is not made due to insufficient pay from which to withhold the regular deduction, it is the responsibility of the "Employee" to arrange for payment within thirty (30) days of the payroll check date for which pay was insufficient to withhold the payment as due.
  - If default be made in the payment, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note without notice.
  - Failure to exercise this option with respect to any default shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.
  - **In the event that the "Employee" is terminated for cause during the twelve (12) month period or voluntarily resigns during said period, then the "Employee" shall be responsible to the Town of Milford for the full payment of the Promissory Note to the extent that there remains an undischarged portion of the debt.**
- 4) It is understood that in the event the "Employee" has been dismissed for cause, then said Promissory Note shall be payable in full within two (2) weeks of the employee's last full workday with the Town.
- 5) Should the "Employee" terminate employment with the "Town" prior to the expiration of the twelve (12) month term outlined above, then the "Employee" agrees and authorizes the "Town" to deduct any amount due and owing on the Promissory Note from any severance pay due him/her up to the amount of that severance pay, and agrees and promises to repay to the "Town" any balance due in excess of the amount of the severance pay within two (2) weeks of the last full workday with the "Town." Severance pay may include, but is not limited to, accruals for sick leave, annual leave, personal leave and holiday leave. All payroll deductions for this purpose will be made on a post-tax basis.
- 6) **The term of this Agreement is for twelve (12) months and this Agreement shall renew automatically unless said membership is terminated by the "Employee" with thirty (30) days advance notice to both Hampshire Hills and the Town of Milford or unless terminated by the Town of Milford with thirty (30) days advance notice to both Hampshire Hills and the "Employee."**
- 7) This Agreement shall become effective as of the date noted above as the day of execution by the "Employee" and shall remain in full force and effect for the period of time identified in the Promissory Note.
- 8) This document embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into by the "Town" other than contained herein.
- 9) The foregoing provisions are understood and agreed to by the undersigned.

**NOTE: THIS AGREEMENT CONTAINS A VOLUNTARY AUTHORIZATION TO DEDUCT FROM WAGES AS SPECIFIED IN RSA 275:48 I.**

IN WITNESS WHEREOF, the parties have executed this Agreement at Milford, New Hampshire, on the day and month first noted above.

\_\_\_\_\_  
(13 – Witness Signature)

\_\_\_\_\_  
(12 – Employee Signature)

TOWN OF MILFORD by:

\_\_\_\_\_  
(14 - Date)

\_\_\_\_\_  
(15 – HR Director)

# TOWN OF MILFORD

## PROMISSORY NOTE

### TOWN OF MILFORD HAMPSHIRE HILLS MEMBERSHIP

(1) \_\_\_\_\_ (2) \_\_\_\_\_) DOLLARS ZERO (0%)  
PERCENT INTEREST, ONE (1) YEAR TERM TOWN OF MILFORD, NH

FOR VALUE RECEIVED the undersigned (3) \_\_\_\_\_,  
of (4) \_\_\_\_\_ County of (5) \_\_\_\_\_), State of New  
Hampshire, hereinafter **EMPLOYEE**, does hereby promise to pay in lawful money of the United States  
of America to the order of the **Town of Milford**, a duly authorized municipal organization with a principal  
place of business at Town Hall, One Union Square, Milford, County of Hillsborough, State of New  
Hampshire, the principal sum of  
(6) \_\_\_\_\_ Dollars, together with  
interest thereon at the rate of **ZERO (0%) PERCENT PER ANNUM**, to be repaid through weekly payroll  
deductions until the entire indebtedness is repaid in full.

**EMPLOYEE** reserves the privilege of paying the principal in full, or any portion or portions thereof,  
before the date of maturity without penalty.

If a regular weekly payroll deduction is not made due to insufficient pay from which to withhold the  
regular weekly deduction, it is the responsibility of the **EMPLOYEE** to arrange for payment within thirty  
(30) days of the payroll check date for which pay was insufficient to withhold the payment as due. If default  
be made in the payment, then the whole sum of principal and interest shall become immediately due and  
payable at the option of the holder of this Note without notice. Failure to exercise this option with respect to  
any default shall not constitute a waiver of the right to exercise the same in the event of any subsequent  
default.

And each and every party to this instrument, whether maker, endorser, surety, or otherwise, hereby  
waives presentment for payment, notice of dishonor, demand, protest, and notice of protest thereof, and agrees  
in case payment shall not be made at maturity to pay the costs of collection including reasonable attorney's  
fees occasioned thereby.

IN WITNESS WHEREOF I have set my hand this (7) \_\_\_\_\_ day of (8) \_\_\_\_\_, 2023.

(9) \_\_\_\_\_  
Witness

(10) \_\_\_\_\_  
Employee

Distribution: Finance Department  
Personnel File