



TOWN OF DEERING

Board of Selectmen

762 Deering Center Road
Deering, NH 03244

Meeting Minutes

August 6, 2020

Selectmen present: Allen Belouin, Rebecca Mitchell, Bill Whisman

The meeting was called to order at 1900 via video teleconferencing because of the COVID-19 public health crisis and Governor Sununu's emergency order #12 pursuant to Executive order 2020-04 which authorizes the Board of Selectmen to meet electronically.

Mr. Whisman made the motion to approve the consent agenda. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Consent Agenda

- a. Minutes for July 16th
- b. Employee Payroll **July 22nd** **\$12,317.95**
- c. COVID Payroll **July 23rd** **\$12,041.48 / \$11,037.54**
- d. Employee Payroll **July 29th** **\$12,995.59**
- e. Employee Payroll **August 5th** **\$13,188.26**
- f. AP ACH XFER **August 6th** **\$293.60 / \$30.00**
- g. AP Manifest **August 6th** **\$332,223.67 / \$23,167.74**
- h. Solar Exemptions 216-003-000
- i. Intent to Cut 233-006-000 / 204-024-000
- j. Tax Refund \$17.43 / \$60.32

NEW BUSINESS:

Bid Opening – Paving & Reclamation

The Board opened and reviewed the paving bid noting that a single bid for Cross Road for 2" overlay from Advanced Paving was received. Bid result is below.

2" overlay 9,044 sqyds 1031 tons \$71.50/ton cost = **\$73,715.50**
Handwork for driveway aprons @ \$125/ton

The Board opened and reviewed the reclamation bid noting that a single bid for Longwoods & Holton Crossing Road from Advanced Paving was received. Bid result is below.

12,955 sqyds \$.74/sqyd cost = **\$9,586.70**

Mr. Whisman made the motion to approve both the paving and reclamation bids from Advanced Paving pending a firmer cost for the handwork paving for the driveway aprons. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Trucking Bid

The Board opened and reviewed the trucking bid noting that it was a single bid from Gerini Trucking. Bid result is below.

Three – Ten Wheeled Dump Trucks with 14-yard bodies inclusive of drivers @ **\$85/hour**.

Mr. Whisman made the motion to accept the trucking bid from Gerini Trucking for a cost of \$85/hour per truck. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Roadside Mowing Bid

The Board opened and reviewed the roadside mowing bid noting that it was a single bid from Field Works of New Hampshire. Bid result is below.

(2) passes per lane mile. NTE Lump Sum Price - **\$10,275.00**

It was noted that the cost had risen \$1,000 from the previous year. Mr. Whisman made the motion to approve the bid from Field Works of New Hampshire for \$10,275.00. Ms. Mitchell seconded the motion. The vote was unanimous and so moved.

Gravel Bid

The Board opened and reviewed the gravel bid noting that it was a single bid from Daniels Construction. Bid result is below.

3” minus crushed gravel	\$9.56/yard
1 ½” crushed gravel	\$9.46/yard
1 ½” crushed stone	\$11.10/yard

Mr. Whisman made the motion to accept the gravel bid from Daniels Construction as outlined above. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Carew Field Annual Mowing Bid

The Board opened and reviewed the Carew Filed Annual Mowing bids. Bid results are below.

Nelson Quality Lawn Care	\$400.00
Field Works of NH	\$1,200.00

It was pointed out that the cost difference between the two bids is because one bid utilizes a tractor, the other utilizes a lawn mower. Mr. Whisman made the motion to accept the bid from Nelson Quality Lawn Care in the amount of \$400 with the Conservation Commission scheduling the date of the field mowing. Ms. Mitchell seconded the motion. The vote was unanimous and so moved.

Fire Truck Lease Agreement - \$200,000 / Ten Year Term / 2.74% APR

The TA explained that Town counsel had reviewed and made language changes along with the Town’s insurance company, Primex. Those language changes have been accepted by Tax Exempt Leasing. There is a need for the truck to provide fire safety and emergency response to the community. Mr. Whisman made the motion to accept the terms of the lease agreement to finance \$200,000 over a ten-year period at 2.74% APR. Ms. Mitchell seconded the motion. The vote was unanimous and so moved. The TA asked if the Board wanted to authorize the TA to execute the agreement on their behalf. Mr.

Whisman made the motion to authorize the TA to execute the lease agreement on behalf of the Board. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

Hazard Mitigation Plan

The Board turned their focus on the scheduled Hazard Mitigation Planning with the TA explaining that the Town's current plan expired in December 2020. The Central NH Regional Planning Commission will help with crafting the new plan, but the Board was responsible for the composition of the hazard mitigation planning committee. It was agreed that, aside from the department head participation in the plan, members from the community and planning and zoning boards, conservation commission will be reviewed and nominated at the next meeting.

Charitable Tax-Exempt Properties

Every year nonprofit organizations file with the State and Town a statement of continued eligibility for property tax exemption that the Town's assessing firm reviews for applicability under NH statutes. Those properties and the assessor's recommendation are listed below.

New England Forestry Foundation	Not Recommended
Deering Community Church	Recommended
Audubon Society of NH	Recommended
Deering Historical Society	No Recommendation
The Wilds of New England	Recommended
His Mansion Ministries, Inc	Recommended

Mr. Whisman made the motion to approve the recommendations of the Town's assessor concerning charitable tax-exempt properties. Ms. Mitchell seconded the motion. The vote was unanimous and so moved.

Departments Pay Raise Requests

The Board reviewed their packets and determined that they would review those pay requests with Department Heads in non-public session at a later meeting.

Donovan Station Interior Modification

Fire Chief Gorman explained that the new fire truck will fit into Donovan Station, but the space required leaves only 4 inches of room from the rear bumper to the kitchen wall. This will prohibit access to the kitchen, shower, and bathroom areas. Mr. Gorman's solution is to move a nine-foot section of wall backwards 32 inches at an estimated cost of \$400 by utilizing department personnel for the work. Mr. Whisman explained that the personnel policy precluded employees from volunteering work for the Town in a capacity normally fulfilled by contractors for a fee. Given that it was necessary to move a load bearing wall with electrical connections Board members worried about worker compensation issues should an employee be injured. There is concern, too, over liability issues associated with defects in materials and workmanship. If there were any defects with materials or workmanship whose insurance would be responsible for correcting the defects? The Board directed Chief Gorman to solicit proposals from qualified bidders to do the work.

Police Chief – Employment Contract

The Board reviewed the employment agreement between the Town and Police Chief Mark Philibert (see attached). Mr. Whisman made the motion to approve the agreement. Ms. Mitchell seconded the motion. The vote was unanimous and so moved.

Assistant Clerk Position Description

The Board also reviewed the position description for the Assistant Clerk position explaining that it is a temporary position that will provide a transition as the current Deputy Town Clerk prepares to retire in January. Mr. Whisman made the motion to approve the position description. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

COVID-19 updates / Opening

The TA explained that many of the Town Boards and Committees are asking to have their meetings take place in the Town Offices. Having the membership present in the building also means allowing the public to attend as well. The Board discussed opening the Town Offices only for meetings and in cases where membership felt physical attendance at meetings placed them at potential risk, then they could still attend via Zoom. Meetings, under the current emergency orders, allow up to 50% of a building's total occupancy. Mr. Whisman made the motion to allow Town Board's and Committees to meet at the town offices provided people wore masks, maintained social distancing, and there was hand sanitizer present. Mr. Belouin seconded the motion. The vote was unanimous and so moved.

There being no further business to come before the Board Mr. Whisman made the motion to adjourn. Ms. Mitchell seconded the motion. The vote was unanimous and so moved. The meeting adjourned at 2053.

Respectfully Submitted,

\s\ Russell McAllister
Town Administrator

EMPLOYMENT CONTRACT

Agreement made this 6th day of August 2020, by, and between the TOWN OF DEERING, New Hampshire (hereinafter called the "Town") and Mark Philibert of Henniker, New Hampshire (hereinafter called the "Employee").

WHEREAS, the TOWN is desirous to hire Mark Philibert to serve as the Police Chief of Mark Philibert, to be responsible for overseeing the administrative control and daily operations of the Town's Police Department.

WHEREAS, Mark Philibert is willing to perform the duties of the position of Police Chief according to the terms and conditions of this Employment Contract (hereinafter referred to as the "Contract").

NOW, THEREFORE, the Town and Mark Philibert hereby agree that the following terms and conditions shall govern the Employee's employment by the Town.

1. TERM OF EMPLOYMENT

The term of this agreement shall be for period of July 2nd, 2020 to July 2nd, 2023. Prior to March 1st, 2023 either party may request, in writing, the negotiation of a new agreement for an additional period of time. If the other party fails to respond, or the parties are unable to reach an agreement, then this agreement shall expire in accordance with its terms, and the employee's employment with the Town shall not be renewed.

2. DUTIES

Employee agrees to dutifully and faithfully perform and fulfill the duties and responsibilities of the position of Police Chief as detailed in the position description (Attachment 1) and as it may be amended from time to time by the Board of Selectmen. Employee shall work under the authority of the Board of Selectmen and the daily supervision of the Town Administrator. Except as expressly stated herein, Employee's employment with the Town is subject to the same rules, regulations and policies applicable to other Town employees as may be adopted and amended from time to time by the Board of Selectmen.

3. EXTENT OF SERVICES

Employee agrees to devote full time, the time and energy reasonably necessary to faithfully perform the duties of the Police Chief. Employee shall not engage in any outside employment.

The position of Police Chief is classified as exempt from the provisions of the Fair Labor Standards Act and is not eligible for overtime pay or compensatory time for hours worked in excess of the Town's standard workweek. The Police Chief may devote a great deal of time outside normal office hours to the business of the Town, although his normal work schedule shall consist of a forty (40) hour workweek.

4. HEALTH, DENTAL AND OTHER INSURANCES

The Town agrees to provide medical and dental insurance to the Police Chief, spouse and eligible dependents, subject to the policies and premium cost sharing requirements set by the Board of Selectmen for other regular full-time employees of

the Town receiving these benefits. Policies applying to other regular full-time employees eligible to participate in Town insurance programs which provide opportunity to opt out of coverage shall also apply. The Police Chief shall be eligible to receive life insurance and short-term disability insurance benefits provided other regular full-time employees of the Town subject to policies and premium cost sharing requirements set by the Board of Selectmen for other regular full-time employees receiving these benefits. These insurance benefits shall be provided subject to the terms and conditions of the Town's carrier chosen by the Board of Selectmen. The Police Chief shall be subject to changes in policy related to the following benefits for full time employees made by the Board of Selectmen.

a) *Health Insurance*

The Town shall provide and pay 90% of the premium for a single, two person or family health plan for regular full-time employees based on the individual, two person or family plan needs of the employee and the type of plan chosen (HMO or POS). Currently the Town is paying 90% of the cost of the AB20 plan regardless of plan selected. Employees electing coverage shall pay the balance of premium for the plan selected is 10% through payroll deduction. The employee's share of premium for the plan and coverage level selected shall be paid on a weekly basis through payroll deduction pro-rated over 48 weeks annually (4 weeks per month).

b) *Dental Insurance*

The Town does not currently provide premium coverage for dental insurance. Employee is eligible to purchase dental coverage through the Town. Employees electing coverage shall pay the full cost of the premium for the plan (100%) through payroll deduction. The employee's share of premium for the plan and coverage level selected shall be paid on a weekly basis through payroll deduction pro-rated over 48 weeks annually (4 weeks per month).

c) *Payment in Lieu of Health Insurance*

If the Employee obtains health coverage for himself, spouse and his dependents through another option, and they so choose, he may elect, upon receipt by the Town of written verification that the benefit is received by some other means, to receive taxable income in the amount of \$30 per week, distributed on a monthly basis and included in the payroll check received on the last Wednesday of the month. To be eligible for this payment, the employee must initially present proof of health insurance coverage through other means and demonstrate its continuation at least annually thereafter.

d) *Life Insurance*

The Town shall provide the Employee with a life insurance policy at no cost to the employee. The Board of Selectmen reserve the right to determine which company provides the life insurance.

e) *Short / Long Term Disability Insurance*

The Town shall provide to the Employee a short / long disability income insurance policy which provides at no cost to the employee. The Board of Selectmen reserve the right to determine which company provides the life insurance.

5. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS

The Town recognizes the need for the professional development of the Employee and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Police Chief provided, they do not interfere with the operation of the Town. The Town will budget and pay for the reasonable professional dues for participation in national, regional and state and local associations and organizations, subscriptions and conference and training expenses (including travel and lodging in accordance with the travel, training and conference policies of the Town) which shall be subject to approval by the Employer, in its sole discretion and as it deems necessary (which discretion shall be reasonably exercised, having in mind the best interests of the Town of Deering and professional development of the Employee for professional development programs.

6. AUTOMOBILE

The Town shall provide a municipal police cruiser for use by the Employee to be used in conjunction with performance of the duties of Police Chief. The Employee may use the municipal vehicle assigned to him for commuting and de minimis personal use. Examples of use which could be characterized as de minimis in nature would be stopping to do errands of a personal nature which are on the way home or in the course of conducting municipal business. Transporting of family members in municipal vehicles is generally not permitted unless related to municipal business or in cases of emergency. Use of Town vehicles by the Employee shall comply with the Use of Town-Owned Vehicles Policy.

7. CELL PHONE

The Town recognizes that communications are an essential component of the position and the Employee will be assigned a Town cell phone for work and de minimis personal use.

8. DISCIPLINE, TERMINATION OF EMPLOYEE AND SEVERANCE

The Board of Selectmen, may terminate the employment of the Employee for cause.

In the event the Employee is terminated by the Board of Selectmen for cause, there shall be no severance payment made. Cause is defined as: "cause," which shall include corruption, significant or repeated infraction of the rules governing the Town, commission of an infamous crime or conviction of a misdemeanor and sentence to imprisonment for a term, insubordination, or failure to carry out a lawful order of the Board which results in significant injury to the Town, in which case the Board shall be obligated to provide Employee written notice of the charges, at least ten days before a meeting, and after said meeting the Board shall vote whether to remove the Employee for cause. Should the Board vote to remove the Employee for cause, then the Town shall not be obligated to pay the Employee any severance pay.

The Board of Selectmen may terminate the Employee without cause, in which event the Town and the Employee agree that the Town shall pay to the Employee all unused, accrued vacation leave, together with a lump sum severance payment equal to three (3) months' salary and benefits.

In the event the Employee voluntarily resigns his position with the Town, the Employee shall give the Town one (1) month written notice in advance, unless the parties agree otherwise. Should the Employee fail to provide sufficient notice, the

Employee will not be paid for any unused, accrued vacation leave, which shall be forfeited. Such notice of resignation shall be directed to the Town Administrator. If the Employee voluntarily resigns, he shall not be entitled to salary after the date of resignation or to the severance benefits specified in this Section, except he shall be paid for all unused, accrued vacation leave conditioned on providing sufficient notice.

If Employee is to be disciplined the Town shall follow the same procedures relative to cause dismissal provided in this section.

9. COMPENSATION

An annual starting salary of \$75,000 is established for this full-time position classified as exempt under the Fair Labor Standards Act, which pay shall accrue at the rate of \$1,442.31 per week. At the completion of the 12-month probationary period, the Police Chief's performance will be evaluated and if applicable he will receive up to a 3% salary increase.

The Town agrees to performance-based compensation increases if warranted after the employee's annual review.

10. PERFORMANCE EVALUATION

The Town Administrator shall review and evaluate the Employee's performance as Police Chief annually. Said review and evaluation shall include goals and objectives developed by the Town Administrator and the Employee. Upon completing the evaluation, the Employee shall be provided with a written copy of the evaluation. There shall be an adequate opportunity for the Employee to discuss the evaluation with the Town Administrator and Board of Selectmen and respond in writing should the Employee choose to do so.

11. RETIREMENT

As a full-time police officer in accordance with state statute the employee shall be enrolled by the Town in Group II of the NH Retirement System.

12. LAWS GOVERNING

This Contract shall be construed and governed by the Laws of the State of New Hampshire and any dispute arising under this contract shall be heard in the superior court of New Hampshire.

13. SEVERABILITY OF PROVISIONS

If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

14. MISCELLANEOUS

No change or modification of this Contract shall be valid unless in writing and signed by both of the parties. This Contract may be amended at any time by mutual consent of the parties in writing signed by both parties.

15. VACATION AND OTHER LEAVES

Vacation leave shall accrue monthly at a rate of ten (10) hours per month from date of hire at a rate of 120 hours annually and be allowed to carry over at year end no more 40 hours. After completion of the probationary period the Police Chief shall be

authorized to use accrued vacation time as approved by the Town Administrator and in compliance with Town policy. The Police Chief shall be subject to changes in policy related to vacation and other leave benefits for full time employees made by the Board of Selectmen.

Employee shall be eligible for other leaves, such as holiday leave, bereavement leave, jury duty, family medical leave, etc. prescribed by Town policy for regular full time employees working a 40 hour work week in accordance with the terms and conditions of such policies adopted and as may be amended from time to time by the Board of Selectmen. Records documenting the Employee's use of vacation or other types of leave shall be filed at the Administrative Offices through completion of the Town's employee time record submitted in accordance with the deadlines established to facilitate payroll processing.

a) *Holidays*

The Police Chief shall receive ten (11) paid holidays as approved for all similar employees by the Board of Selectmen on an annual basis.

b) *Bereavement Leave*

The Police Chief shall receive up to three regularly scheduled days off with pay for the death of a member of their immediate family to arrange and attend funerals. Immediate family shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

c) *Jury Duty*

If the Police Chief is summoned and reports for jury duty as prescribed by law, he shall be paid by the Town an amount equal to the difference between the amount of wages the employee would have earned by working during their regular work schedule for that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses), for each day on which they otherwise would have been paid.

d) *Family and Medical Leave Act*

The Police Chief is eligible for Family and Medical Leave (FMLA). Employees taking Family or Medical Leave shall be entitled to return to their original job, or an equivalent job with equivalent pay, benefits and other conditions, upon return from FMLA leave.

e) *Sick Leave*

Sick leave shall be earned upon hire at a rate of 2 work days per quarter with a maximum accrual of 8 days as proscribed in the personnel policies manual of the Town. The Town shall not pay out for unused sick leave.

16. INDEMNIFICATION

The Town agrees to indemnify and hold harmless the Employee from any and all losses including Employee's reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, or suit or judgment arising out of any act or omission of the Employee if at the time of the act or omission, the Employee was acting within the scope of his employment and without malice or bad

faith. Provided however, this provision shall not apply in a dispute between the Town and the Employee.

17. BONDING

The Town shall pay the full cost of any fidelity or other bonds required of the Employee by the Town or under law.

18. CONDITIONS OF EMPLOYMENT

The Police Chief's employment is contingent upon all necessary and appropriate New Hampshire Police Standards and Training Council certifications.

Mark Philibert, Police Chief

Date:

TOWN OF DEERING
BOARD OF SELECTMEN

William Whisman, Chair

Rebecca Mitchell

Allen Belouin

Date: