



TOWN OF DEERING

Board of Selectmen

762 Deering Center Road
Deering, NH 03244

Meeting Minutes

March 21, 2018

Selectmen present: Allen Belouin, Sharon Simpson, Aaron Gill.

The meeting was called to order at 1900.

Reconstitution of The Board

Ms. Simpson made the motion to appoint Mr. Gill as Chair for the coming year. Mr. Belouin seconded the motion. The vote was unanimous and so moved. Mr. Gill assumed the Chair.

MEETING MINUTES:

Meeting Minutes – March 10th.

Mr. Gill made the motion to approve the March 10th meeting minutes. Ms. Simpson seconded the motion. The vote was unanimous and so moved.

New Business

Steve Walker – Clement Hill Road Culvert

Mr. Walker, a Clement Hill resident, addressed the Board relative to a culvert issue that is located on a portion of Clement Hill road that is designated as a Class V 'Road to Summer Cottages' where, under the statute, that portion of Clement Hill road is not maintained from December 19th through April 19th. The culvert drains water from the spillway of the dam maintained by NH Audubon for Black Fox Pond as well as nearby wetland areas. Water, during rain events, often exceeds the capacity of the culvert and washes over the road. Mr. Walker explained that grant resources from the Aquatic Resource Mitigation (ARM) fund might be used to help offset the cost. Mr. Walker suggested that replacing the current culvert with a concrete box culvert might be a viable solution. Road Agent Houghton explained that the town does not need a permit to replace a culvert up to 36 inches, but a box culvert would necessitate a DES permit. He also noted that box culverts are considered bridges by the NHDOT. Given their design constraints there are inherent weight limitations to box culverts which poses a risk of culvert collapse for heavy vehicles like fire trucks driving over them. The typical 'round' designed culverts are structurally stronger and support greater weights than box culverts. Input from NH Audubon concerning the amount of water flow (cubic feet per minute – CFM) over the spillway from the dam on Black Fox Pond is necessary to correctly size the culvert to handle the stream flow. Mr. Houghton agreed to assess the condition of the culvert and make a recommendation to the Board once the snow cover and frost in the road is gone.

Highway Department Report

Road Agent Houghton reviewed the frequency of back to back snow events of the last couple of months explaining the number of truck breakdowns because of computer malfunctions, transmission issues, and part failures were more than normal because of the frequency of the storms. Especially hard hit was the PayStar which had not been used until mid to late December. It, too, required repairs and when Mr. Houghton was in discussions about those repairs with the mechanic he believed the status of repairs

were complete, but that the truck would need to go back and, therefore, it had been issued a 90-day inspection extension. A few more winter storm events ensued and in mid-February the truck slid down Clement Hill Road through the intersection on Route 149 and struck another vehicle causing minor damage which the TA reported to the insurer. During a subsequent staff meeting the TA directed Mr. Houghton to review the inspection status and it was during a conversation with the mechanic that Mr. Houghton learned that he had misunderstood and that the truck was not issued a 90-day inspection extension. Mr. Houghton apologized to the Board and claimed responsibility for the oversight and noted that the truck was not in service and is awaiting a repair appointment. The TA reported that he had alerted Primex, the town's insurer, about the issue and was told that it will have no material effect on the claim. The Board thanked Mr. Houghton for his honesty and chastised him about the oversight and directed him to supply mileage logs and inspection dates for department vehicles.

The Board reviewed the volunteer policy provided by Primex (see attached), and other housekeeping issues. Ms. Simpson addressed the Board and expressed regret that she was accepting a new employment opportunity that will preclude her from serving on the Board. She further explained that she was also going back to university to complete her undergraduate work. Both of these opportunities made it impossible to keep serving so Ms. Simpson explained that this will be her last meeting. The Board congratulated Ms. Simpson on her new opportunities and wished her well with completing her undergraduate studies and continued success with her career. Ms. Simpson noted that she will stay involved with the community.

TO BE REVIEWED AND/OR SIGNED:

- Employee Payroll	<u>March 14th</u> \$14,089.50
- Employee Payroll	<u>March 21st</u> \$15,490.17
- FD Payroll	<u>March 21st</u> \$2,693.15
- AP Manifest XFER	<u>March 21st</u> \$62.35
- AP Manifest	<u>March 21st</u> \$336,017.76

Non-Public Session - RSA 91-A:3 II (a)

Mr. Belouin made the motion to enter into nonpublic session under RSA 91-A:3 II (a) to discuss a personnel issue concerning a customer service complaint. Ms. Simpson seconded the motion. The vote to enter non-public session was unanimous and so moved. Roll call vote: Allen Belouin, Aye; Sharon Fife, Aye; Aaron Gill, Aye.

The Board entered into non-public session at 2100.
The Board reconvened in public session at 2120.

There being no further business to come before the Board Mr. Belouin made the motion to adjourn. Ms. Simpson seconded the motion. The vote was unanimous and so moved. The meeting adjourned at 2120.

Respectfully Submitted,

\s\ Russell McAllister
Town Administrator

MONTHLY REPORT**FEBRUARY 2018****NEWS:**

1. Chief Pushee, Captain Cavanaugh, and Ofc. Bell attended the Chinese New Year Senior Luncheon at Town Hall.
2. A resident experienced her 2nd Daytime Residential Burglary in 8 months. Ofc. Forsley has been assigned the investigation.

TRAINING:

1. Several members of the Department attended a DWI/ALS Law Refresher Update Class held by the NH Department of Safety/Bureau of Hearings, and sponsored by the Henniker Police Dept.
2. All adult members (Advisors/Associate Advisors/Committee Members) of the Hillcat Police Explorer Post 612 went through online bi-annual "Youth Protection Training" for the Boy Scouts of America.
3. Chief Pushee recertified as an OC Pepper Spray Instructor by assisting with instructing the 179th Basic Academy class at the NH Police Academy.

GRANTS:

1. 2018 STEP Grant Program : We have begun working these grants, but since our approved amount was cut so significantly, we will be using these sparingly through the next few months, where the winter roads usually help us with some of the speeding issues in town.
2. 2018 DUI Grant Program: We have begun working these grants, but since our approved amount was cut so significantly, we will be using these sparingly through the next few months, where the winter roads usually help us with some of the speeding issues in town.
3. 2018 Distracted Driving Program: We not started using these yet, but will begin scheduling these patrols more in the spring time when traffic picks up.
4. 2018 Highway Safety Equipment Grant: I heard informally that this grant was going to be approved, BUT I still have not seen any actual approval paperwork come through on it yet.

JUVENILE ACTIVITY:

1. No new JV cases this month, but we still have court issues on assault case from previous month.

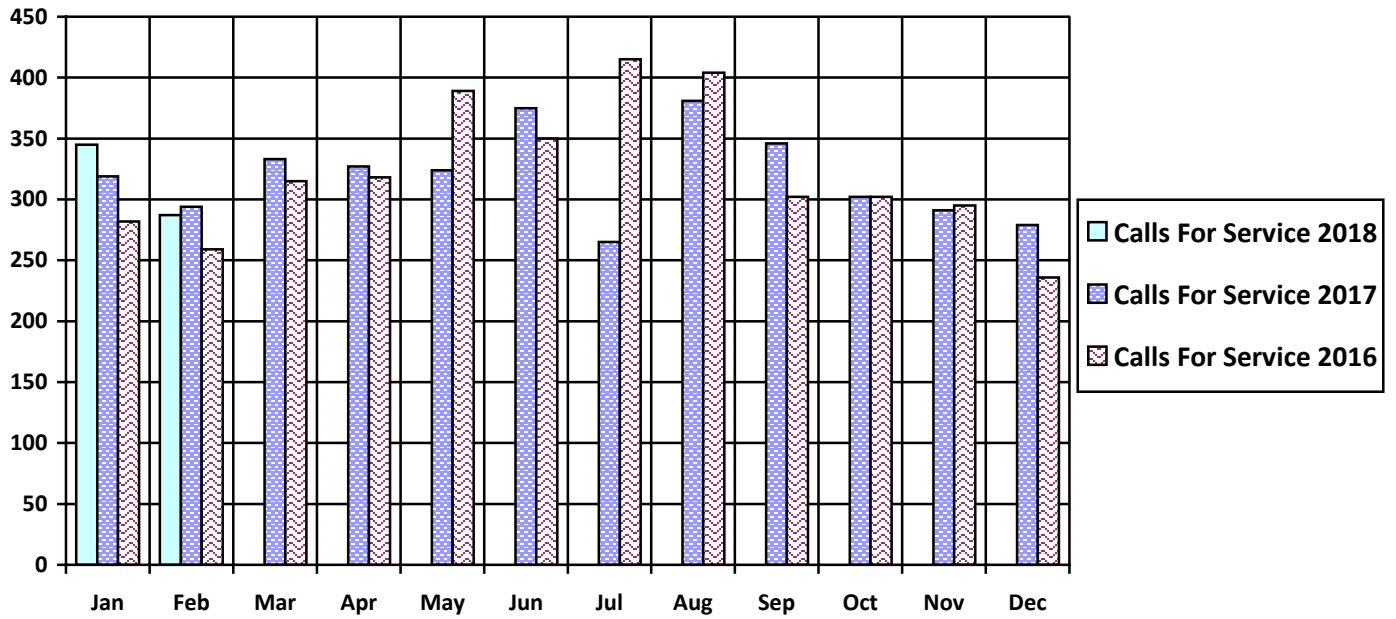
ACTIVITY REPORT:

Calls For Service Logged:	287	(this does not include many vacant home checks which are now counted separately in the new system)
DPD Call Outs	4	(MV crashes, Suspicious activities, JV concerns, etc).
NHSP Call Outs	0	(
MV Enforcement:	38	(34 warnings, 2 summons. 2 parking)
MV Accidents:	4	(2 speed related, 1 DWI related, 1 inattention/distraction)
ARRESTS Total:	3	
Charges:	DWI (Alcohol)	1
	DUI (Drugs) & Drug Possession	1
	Trespass & Vandalism	1
NEW PENDING/ OPEN CASES:	6	
Charges:	Tattooing of a Minor	1
	Burglaries	5
		(warrants issued for the tattooer, he is in Mass and reluctant to come to NH)
		(1 in Fall 2017, 3 in May 2017, 1 Feb 2018)

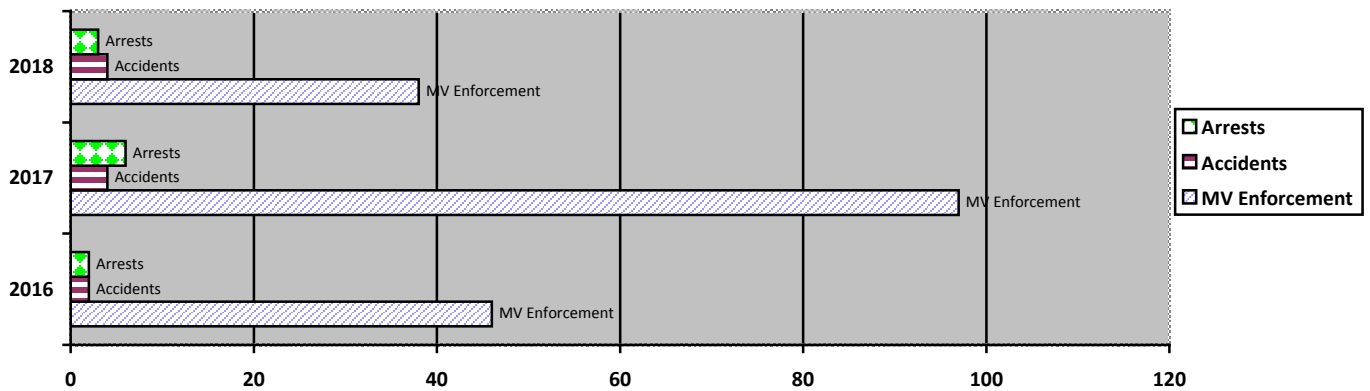
MILEAGE TOTAL:

3,078 miles from 1Feb2018 through 28Feb2018
 2014 Intrcpt Util: 63,305 (2,191 miles in period) 2017 Intrcpt Util: 4812 (887 miles in period)

Call For Service Stats- Monthly



Monthly Stats- February



RADAR TRAFFIC SURVEYS**February 2018****OFFICER TRAFFIC SURVEYS**

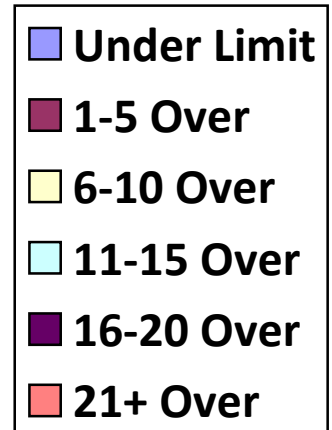
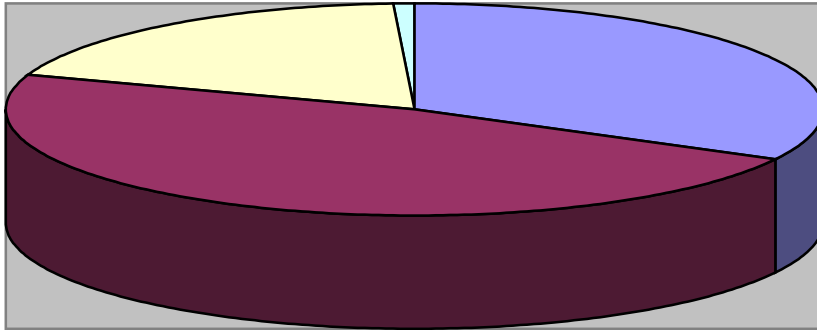
Totals	Rte 149 (4	2 nd NH Tpk(4	OldCounty (3	Clement (2	EstDrng (4
Total Cars					
Under Limit	95	17	21	4	12
+1 – 5 over	109	54	42	9	20
+6 – 10 over	46	19	18	7	10
+11 – 15 over	0	3	2	1	2
+16 – 20 over					
+ 21 over					
Stopped	0	1	2	1	2

Totals	Rsvr (LngWds(3	Mnslvl(3	Other(1	Cross(1
Total Cars					
Under Limit		15	13	2	2
+1 – 5 over		18	31	14	3
+6 – 10 over		0	9	9	1
+11 – 15 over		2	1	1	0
+16 – 20 over					
+ 21 over					
Stopped		2	1	0	0

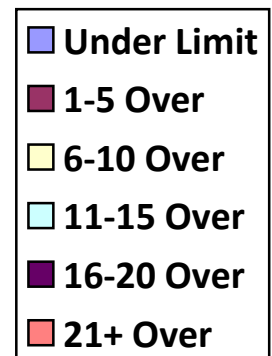
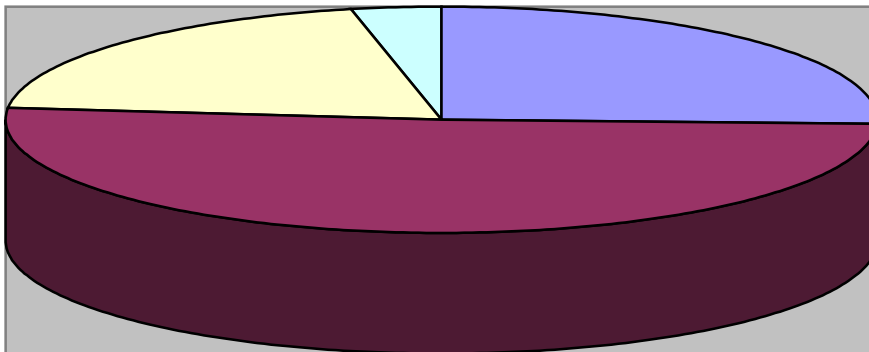
VOLUNTEER TRAFFIC SURVEYS

Totals	EastDrng(Union (Mill (OldCty(ClmtHill(LngWds (
Total Cars						
Under Limit						
+ 1 – 5 over						
+ 6 – 10 over						
+ 11 – 15 over						
+ 16 – 20 over						
+ 21 over						

Primary Roads / 8 Surveys



Secondary Roads / 17 Surveys



City/Town of _____

A. Sample Volunteer Service Statement & Agreement

Date: _____, 201__

I make this **Statement** and **Agreement** in order to provide, and to be authorized to perform, the following uncompensated services to my community:

[Specify Nature and Scope of Services] under the direction

**of: [Identify the Department or Official with
Official Oversight Authority of the Work]**

between [Time Period in Which Work to be Performed]

In performing the specified volunteer service, I acknowledge:

- that I am 18 years of age or older and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- that I have acquainted myself with what is required to perform those tasks, and represent that I have the skill and ability to perform them;
- that I assume full responsibility for my own safety and the safety of others who might be affected by my actions or omissions. I hereby agree to release, defend, indemnify and hold harmless the City/Town, its agents, employees, and officers, from any and all claims of illness, bodily injury, personal injury, or property damage, occurring to me or to others, arising from my negligent, reckless, wanton or intentional conduct while participating in this activity.
- that I will perform the volunteer service in compliance with the standards and specifications established, or approved, by the City/Town of _____, and will honor the direction of City/Town of _____ officials to suspend or terminate service;
- that I agree to the foregoing in consideration for being permitted to perform volunteer service for and on behalf of the City/Town.

Volunteer: _____

Address: _____

Telephone: _____

To be executed prior to issuing letter of appointment under RSA 508:17

City/Town of _____

B. SAMPLE VOLUNTEER APPOINTMENT

Dear _____:

You are hereby recognized as a volunteer of the City/Town of _____ for the purpose of participating in the [project] scheduled between _____, 200__ and _____, 200__. Your tenure as a volunteer will continue until your resignation or until your termination by the city/town or the end of the project, whichever comes first. The purpose of this letter is to comply with the provisions of RSA 508:17, the volunteer immunity law, as that law may be amended from time to time.

Thank you for your service.

Authorized City/Town Official

Date

Good afternoon Russ,

Town volunteers are covered under the Town's liability document that are authorized and supervised by you while acting for or on your behalf and within the scope of their duties. I have attached a volunteer agreement that we suggest all town volunteers' sign.

We want to provide you with the best advice possible to help guide the Town's decisions relative to the use of volunteers for work on renovations at the pavilion.

1. All volunteers should be on a roster so the Town can keep track of who is and is not helping.
2. All volunteers should sign a volunteer agreement. As discussed, the agreement is not necessarily a release of liability but rather an agreement that outlines what volunteers can and cannot do. It would also provide guidance on who's in charge, safety and other elements to eliminate "free lancing" in an effort to minimize risks. I suggested that your Town recreation program may have a template to get you started and we would be happy to review any draft agreements.
3. The types of work allowed by volunteers should be closely evaluated by the Town to ensure that risks are minimized. We would not condone using volunteers for heavy construction, work from heights (staging, etc.), power tool use, and the like. Ground level painting, light debris hauling, and yard cleanup are the types of task we view as reasonable for volunteers to do.
4. More skilled volunteers may have a greater depth of knowledge and ability and may be able to engage in more tasks. That said, the Town must understand that the more involved and risky tasks carry with it increased exposure for the Town which could impact rates/contributions if an accident were to occur and a claim to be filed.
5. Safety and Health standards must apply to all volunteers. Appropriate protective equipment (PPE) must be worn and may include things like gloves, heard hats, work boots and dust mask. Volunteers under the age of 18 should be restricted from active construction areas.
6. Some task are best left with professional contractors. Included would be roofing, electrical work and plumbing. This is best for the Town's long term protection as failures of these systems post renovation may allow for the Town to recover damages. Unless properly trained, volunteers in these capacities present significant risks.

At days end this advice is risk management advice. The Town must always weigh benefits versus risks with every tasks and the use of volunteers and to what extent we use volunteers is no different and must be subject to ongoing evaluation.

Please contact me if you have any questions.

Regards,

Tammy

Tammy Denver
Director of Claims & Coverage Programs
NH Public Risk Management Exchange (Primex³)
1-800-698-2364 ext. 106
tdenver@nhprimex.org

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Please Sign IN



Gale Zalmond

Doug Zalmond

Stephen Walker