



## TOWN OF DEERING

### *Board of Selectmen*

762 Deering Center Road  
Deering, NH 03244

### **Meeting Minutes**

**April 15, 2021**

#### **Selectmen's Meeting**

Selectmen present: Bill Whisman, Allen Belouin, Rebecca Mitchell

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.

#### **Motion to approve the Consent Agenda:**

- |                                      |                              |                        |
|--------------------------------------|------------------------------|------------------------|
| a. Minutes for April 1 <sup>st</sup> |                              |                        |
| b. Employee Payroll                  | <b>April 7<sup>th</sup></b>  | <b>\$13,652.28</b>     |
| c. Employee Payroll                  | <b>April 14<sup>th</sup></b> | <b>\$13,012.91</b>     |
| d. FD Monthly Payroll                | <b>April 14<sup>th</sup></b> | <b>\$5,083.08</b>      |
| e. AP Manifest                       | <b>April 15<sup>th</sup></b> | <b>\$63,068.98</b>     |
| f. AP XFER                           | <b>April 15<sup>th</sup></b> | <b>\$30 / \$149.90</b> |
| g. Elderly Exemption                 | 219-017-000                  |                        |
| h. Disabled Exemption                | 208-011-009                  |                        |
| i. Dept. Reports                     |                              |                        |

#### **NEW BUSINESS:**

##### **Town Moderator** – Town Meeting preparation

Town Moderator Phil Bryce discussed town meeting preparation with the Board and specifically reviewed the presentation of the town warrant (see attached) by the Board membership. Mr. Whisman will make the motion to move article 3 with a second by Mr. Belouin. Ms. Mitchell will make the motion to move article 4 with a second by Mr. Whisman who will also speak to the motion. Mr. Whisman will make the motion to move article 5 with a second by Ms. Mitchell. Mr. Whisman will speak to the motion. Ms. Mitchell will make a motion to move article 6 with a second by Mr. Belouin. The petitioner, Mr. Don Mann, will speak to the motion. Mr. Belouin will make the motion to move article 7 with a second by Ms. Mitchell.

Town Clerk Carol Baker reported that she and the TA traveled to the high school gymnasium to meet with the school's building officials to go over the set-up for Town Meeting. The set-up allows for non-resident seating and non-mask wearing residents in a manner that allows meeting participation. Mr. Bryce thanked everyone for their assistance.

**Non-Public Session - RSA 91-A:3 II (a) - Review of Interim Fire Chief**

Mr. Whisman made the motion to convene in non-public sessions under RSA 91-A:3 II(a) to conduct a performance review of the interim fire chief. Ms. Mitchell seconded the motion. The vote was unanimous and so moved. Roll call vote: Allen Belouin, Aye; Rebecca Mitchell, Aye; Bill Whisman.

The Board convened in non-public session at 1925.

The Board reconvened in public session at 1957.

The Board complimented Mr. LeBlanc's progress with department morale, and level of service and expressed their desire to move Mr. LeBlanc from Interim to Fire Chief. Mr. Whisman made the motion to appoint Mr. LeBlanc as Deering's Fire Chief at a \$28-dollar hourly rate of pay not to exceed 32 hours per week and to also approve the employment agreement between the Town and Mr. LeBlanc (see attached). Mr. Belouin seconded the motion. The vote was unanimous and so moved. Mr. LeBlanc thanked the Board.

There being no more business to come before the Board Mr. Whisman made the motion to adjourn the meeting. Mr. Belouin seconded the motion. The vote was unanimous and so moved. The meeting adjourned at 2002.

Respectfully Submitted,

\s\ Russell McAllister  
Town Administrator

**MONTHLY REPORT****March 2021****NEWS:**

1. A reported stabbing took place on 3/8 on Blueberry Hill. Chief Philibert and SP Major Crimes Unit investigating. The public is not at risk.
2. All the breaks have been replaced in car 2.
3. Erin Waters the coordinator for Waypoint NH and Chief Philibert are discussing ways that DPD could help bring awareness to homeless children in NH.
4. Ofc. Normand has begun patrolling and learning the SOP of the Police Department.
5. We are currently re-evaluating whether or not to go through BSA or through the Public Safety Cadets program for the cadet program.
6. Administrative Assistant Trisha Whisman had her last day on March 19<sup>th</sup>.
7. Trisha Whisman will continue to be on the Crimeline board as a community member of Deering.
8. Crimeline is looking to provide PPE for active police departments with Crimeline tip money that was collected.
9. Crimeline golf tournament is scheduled for September 16, 2021.

**TRAINING:**

1. Chief Philibert and Cpl. McAllister arranged to have training with the new police communications FirstNet along with Hillsboro Police.
2. Ofc. Normand is currently training with an FTO at Tilton PD.

**GRANTS:**

1. Concord Regional Crimeline grant is open for 2021 applications. There are two grants available this year. One is up to \$2,500.00 and the other is for up to \$1,500 for items to help cut down on crime in the community. Grant paperwork is now available and has been emailed to the Chiefs.

**JUVENILE ACTIVITY:**

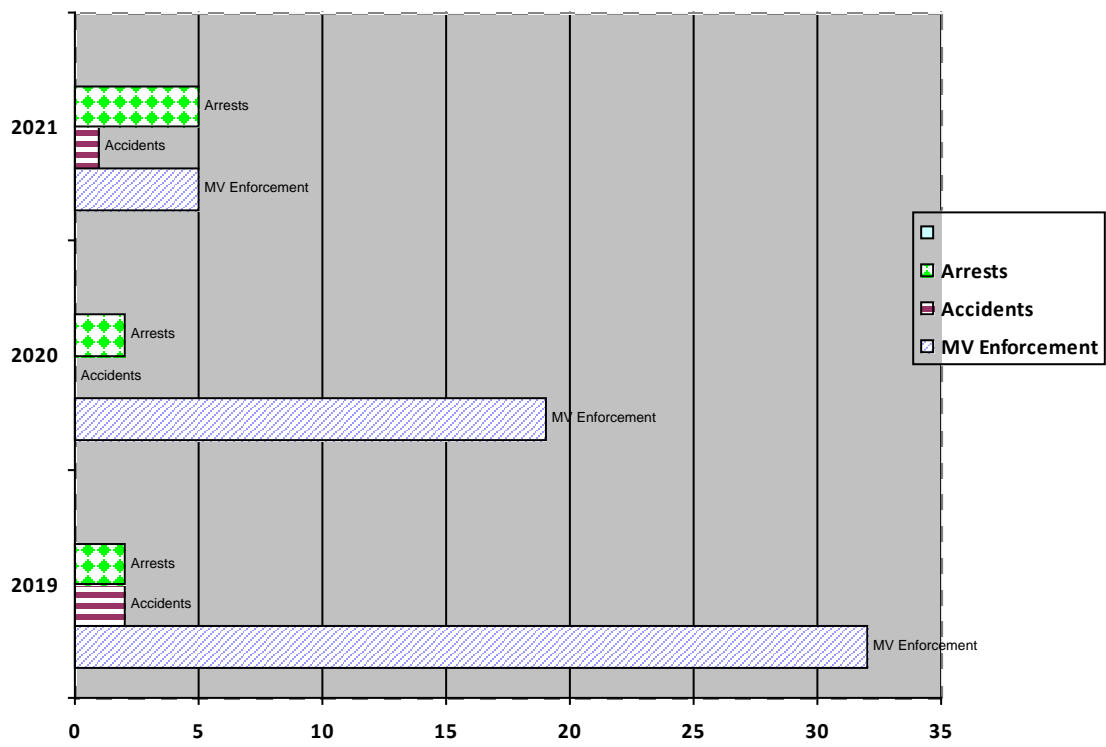
1. Unruly teenager who was transported to Concord hospital for evaluation.
2. Intoxicated teenager was transported to Concord hospital for evaluation and released to his mother.
3. 17-year-old female refused to return home. Matter resolved by DPD

**ACTIVITY REPORT:**

Calls For Service Logged:	164	
DPD Call Outs	1	(1-Suicide attempt)
NHSP Call Outs	1	(1-Suicide attempt)
MV Enforcement:	3	(Disobeying Traffic Control Device / Heavy truck on posted roads)
MV Accidents:	1	()
ARRESTS Total:	5	(2- JV PC, 1-Drugs in a MV, 1-Sex Offender failing to report, 1 Conduct after an accident)

**MILEAGE TOTAL:**2017 Cruiser: 57,386 (1,750 miles in period)2020 Cruiser: 12,946 (3,948 miles in period)

### Monthly Stats-March



**RADAR TRAFFIC SURVEYS****March 2021****OFFICER TRAFFIC SURVEYS**

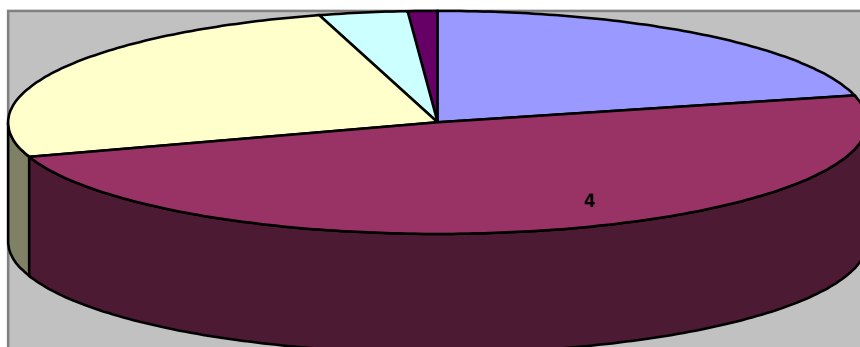
Totals	Rte 149 (	2 <sup>nd</sup> NH Tpk(1	OldCounty (2	Clement (1	EstDrng (2
Total Cars		15	36	15	23
Under Limit		4	6	6	3
+1 – 5 over		7	21	5	11
+6 – 10 over		4	8	3	8
+11 – 15 over			1	1	1
+16 – 20 over		1			
+ 21 over					
Stopped		1			
**Flashed					

Totals	Rsvr (	LngWds(1	Mnslvl(	Other(1	Cross(2
Total Cars		26		32	36
Under Limit		12		7	3
+1 – 5 over		6		19	17
+6 – 10 over		8		6	14
+11 – 15 over					1
+16 – 20 over					
+ 21 over					
Stopped					1
**Flashed					

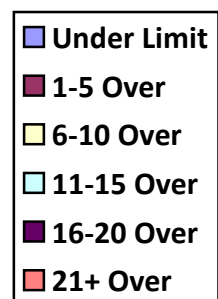
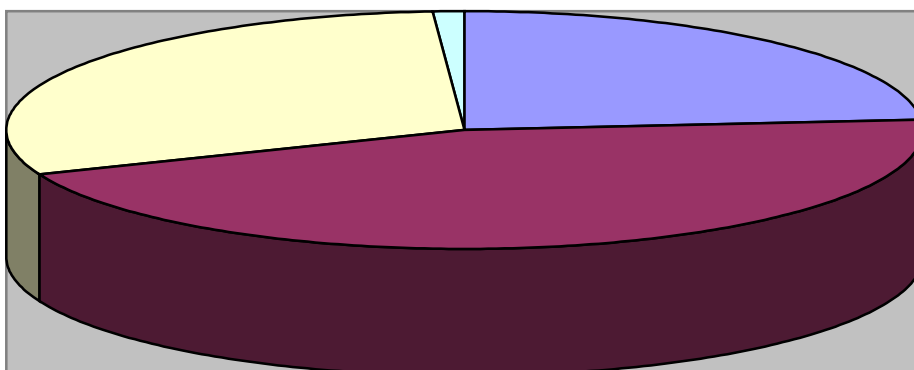
**VOLUNTEER TRAFFIC SURVEYS**

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 / 4 Surveyed



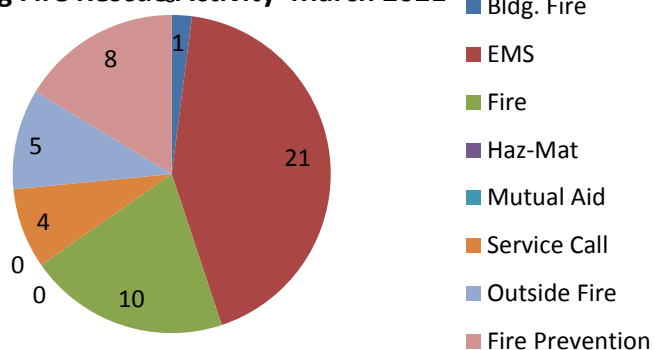
## Secondary Roads / 3 Surveyed



## Deering Fire Rescue Activity March 2021

Incident	Fire	EMS	Date	Mutual Aid	Training	Date	Hours
Fire	X		3/2/2021		Equipment / Tools	3/1/2020	10
EMS		X	3/5/2021		Building Construction	3/9/2021	18
EMS		X	3/8/2021		Patient Handling	3/16/2021	32
EMS		X	3/10/2021		Fire Behavior	3/23/2021	14
Fire	X		3/11/2021		Forestry (Warden)	3/18/2021	10
EMS		X	3/11/2021		Station Maintenance	3/1-31/2021	8
EMS		X	3/12/2021		Quality Assurance	3/1-31/2021	10
EMS		X	3/12/2021			<b>Totals Hours</b>	<b>102</b>
Fire	X		3/12/2021				
EMS		x	3/14/2021		Bldg. Fire		1
EMS		X	3/15/2021		EMS		21
EMS		X	3/17/2021		Fire		10
EMS		X	3/18/2021		Haz-Mat		0
EMS		X	3/18/2021		Mutual Aid		0
EMS		X	3/22/2021		Service Call		4
EMS		X	3/23/2021		Outside Fire		5
EMS		X	3/24/2021		Fire Prevention		8
Fire	X		3/24/2021		MVC		0
EMS		X	3/24/2021		<b>Total Svc. Requests</b>		<b>49</b>
Fire	X		3/26/2021				
EMS		X	3/26/2021				
EMS		X	3/28/2021				
EMS		X	3/28/2021				
EMS		X	3/28/2021				
Fire	X		3/29/2021				
Fire	X		3/29/2021				
Fire	X		3/29/2021				
EMS		X	3/29/2021				
Fire	X		3/30/2021				
Fire	x		3/30/2021				
EMS		X	3/30/2021				
EMS		X	3/30/2021				
<b>Totals</b>	<b>10</b>	<b>21</b>	<b>Total E911 Calls</b>				<b>31</b>

**Deering Fire Rescue Activity March 2021**



# **Employment Agreement**

Agreement made this 15th day of April 2021, by, and between the TOWN OF DEERING, New Hampshire (hereinafter called the "Town") and Jeffrey LeBlanc of Lebanon, New Hampshire (hereinafter called the "Employee").

WHEREAS, the TOWN is desirous to hire Jeffrey LeBlanc to serve as the part-time Fire Chief of Deering, to be responsible for overseeing the administrative control and daily operations of the Town's Fire Department.

WHEREAS, Jeffrey LeBlanc is willing to perform the duties of the position of part-time Fire Chief according to the terms and conditions of this Employment Contract (hereinafter referred to as the "Contract").

NOW, THEREFORE, the Town and Jeffrey LeBlanc 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 April 15, 2021 to April 15, 2023. Prior to December 22, 2022 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 Fire 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 the time and energy reasonably necessary to faithfully perform the duties of the part-time Fire Chief.

The position of part-time Fire Chief is classified as non-exempt from the provisions of the Fair Labor Standards Act and is eligible for overtime pay or compensatory time for hours worked in excess of the Town's standard workweek. The part-time Fire Chief may work up to 32 hours per week. During emergencies the position may exceed that number of hours with advance permission of the Town Administrator.

## **4. HEALTH, DENTAL AND OTHER INSURANCES**

The position of part-time Fire Chief is not eligible for Health or Dental 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 Fire 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 vehicle for use by the Employee to be used in conjunction with performance of the duties of Fire Chief while in Deering.

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

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

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.

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.

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 hourly rate of \$28 per hour is established for this part time position classified as non-exempt under the Fair Labor Standards Act. At the completion of the 12-month probationary period, the Fire 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 Board of Selectmen shall review and evaluate the Employee's performance as Fire Chief annually. Said review and evaluation shall include goals and objectives developed by the Board of Selectmen 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 Board of Selectmen and respond in writing should the Employee choose to do so.

11. 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.

12. 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.

13. 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.

14. 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.

15. BONDING

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

Town of Deering

Date: April 15, 2021

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William Whisman, Chair

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Rebecca Mitchell

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Allen Belouin

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Jeffrey LeBlanc, Fire Chief

## **TOWN OF DEERING**

JOB TITLE: Fire Chief

DEPARTMENT: Fire

STATUS: Part-Time, Non-Exempt

**DEFINITION:** This position works independently as prescribed by State law (RSA 154). Performs responsible supervisory, administrative and technical work in planning, organizing, budgeting, staffing and directing the Fire Department, requiring the coordination of fire prevention, fire suppression and emergency medical services in order to provide fire rescue services to the community.

### **ESSENTIAL FUNCTIONS OF THE JOB:**

- Plans, directs and coordinates all operations of the department and manages the provision of fire prevention and suppression services.
- Directs the activities of emergency medical services operations.
- Supervises, schedules, assigns, instructs and evaluates members of the department.
- Responds to fire and rescue calls as needed to provide fire suppression and medical treatment.
- Provides incident management at calls as needed.
- Provides training for department members in fire and emergency medical services.
- Ensures that all apparatus and equipment are properly maintained and in safe working condition.
- Researches and purchases new equipment for the department.
- Conducts home and wood stove inspections.
- Provides support and information to officers doing projects in the fire stations.
- Provides fire prevention information to the public and fosters public relations.
- Performs other related duties as assigned.

## **MINIMUM QUALIFICATIONS:**

The Fire Chief must maintain a valid New Hampshire Driver's License at all times. The Fire Chief must be able to wear and use a respirator in accordance with the Standard on Respiratory Protection, 29 CFR 1910.134. The Fire Chief must possess a working knowledge of the Incident Command System and a minimum of three years of rescue experience. The Fire Chief must have knowledge of Town and Departmental personnel policies, procedures and regulations and have the ability to enforce and follow them.

**SUPERVISORY CONTROLS:** The supervisor sets the overall objectives and resources available. The employee and supervisor, in consultation, develop the deadlines, projects and work to be done. At this level, the employee, having developed expertise in the line of work, is responsible for planning and carrying out the assignment; resolving most of the conflicts which arise; coordinating the work with others as necessary and interpreting policy on own initiative in terms of established objectives. In some assignments, the employee also determines the approach to be taken and the methodology to be used. The employee keeps the supervisor informed of progress, potentially controversial matters, or far-reaching implications. Completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work, or effectiveness in meeting requirements or expected results.

**GUIDELINES:** Procedures for doing the work have been established and a number of specific guidelines are available. The number and similarity of guidelines and work situations requires the employee to use judgment in locating and selecting the most appropriate guidelines, references and procedures for application and in making minor deviations to adapt the guidelines in specific cases. At this level, the employee may also determine which of the several established alternatives to use. Situations to which the existing guidelines cannot be applied or significant proposed deviations from the guidelines are referred to the supervisor.

**COMPLEXITY:** The work includes various duties involving different and unrelated processes and methods. The decision regarding what needs to be done depends upon the analysis of the subject, phase or issues involved in each assignment and the chosen course of action may have to be selected from many alternatives. The work involves conditions and elements that must be identified and analyzed to discern interrelationships.

**SCOPE AND EFFECT:** The work involves establishing criteria; formulating projects; assessing program effectiveness; or investigating or analyzing a variety of unusual conditions, problems or questions. The work product or service affects a wide range of agency activities, major activities of industrial concerns or the operation of other agencies.

**PERSONAL CONTACTS:** The contacts are with members of the general public, as individuals or groups, in a moderately structured setting (e.g., the contacts are generally established on a routine basis, usually at the employee's work place; the exact purpose of the contact may be unclear at first to one or more of the parties; and one or more of the parties may be uninformed concerning the role and authority of other participants).

**PURPOSE OF CONTACTS:** The purpose is to plan, coordinate or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

**PHYSICAL DEMANDS:** The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 pounds, crouching or crawling in restricted areas.

**WORK ENVIRONMENT:** The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress, which require a range of safety and other precautions (e.g. working at great heights under extreme outdoor weather conditions or similar situations where conditions cannot be controlled).

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** First line supervisors at this level are usually responsible for the work performance of a small group of employees or a larger group with a homogeneous objective, i.e., employees all perform the same basic type of work. They are responsible for planning, organizing and monitoring day-to-day work on a short-term cycle. They assign work to subordinates, adjust workflow to maintain balance among positions and meet priorities or deadlines and make minor changes in structure, methods or procedures as necessary to accommodate changes in work pattern, emphasis or capability. They may recommend major changes for higher-level action. They usually counsel employees, hear and resolve minor complaints and grievances, participate in performance evaluations and personnel management recommendations.