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Town of Danville
Board of Selectmen
Monday, November 28, 2022
7:00 PM

7:00 PM
Meeting is Video-Recorded

Selectmen Present: Shawn O’Neil, Chair; Dottie Billbrough, Vice-Chair; Steve Woitkun, Sheila Johannesen, and Dennis Griffiths

Others Present: Kimberly Burnham, Selectmen Administrator; Tim Howard, President, and CEO of RMON Networks, Crystal Perreault, Customer Express Manager for RMON

Shawn called the meeting to order at 7:00 PM and opened the meeting with a moment of silence for the troops who put themselves in harm’s way. All stood for the Pledge of Allegiance

I. Delegate Session

Shawn opens the Delegate Session and asks if there are any members of the public not on the agenda who wish to address the BOS. As there were no members of the public who wished to speak, Shawn closes the Delegate session at 7:01 PM.

I. Budgets

#4150.60- Information Technology. This budget is separated into two separate parts and is presented by RMON President and CEO Tim Howard and Customer Express Specialist Crystal Perreault. The first budget to be discussed is for a new server for the Town Hall. The proposed quote is for \$51,307.79. Mr. Howard begins by explaining that the server for the Town Hall is seven(7) years old, and will be eight (8) years old in 2023. The support for the server’s operating system will end on 10/23/23 signaling the end-of-life for the server and the operating system. Mr. Howard explains how the proposal has been broken out: the server model, the warranty for the server, the UPS, the network card to manage the server UPS, the Microsoft server licensing, and the labor to implement the new server for a total of \$51,307.79.

After reviewing the specifications of the proposed replacement server, Dennis asks why the Town needs a server with 7 hard drives in it. He reiterates that the quote is for seven (7) 1.6 hard drives at \$2800 each. Mr. Howard explains that the Town will have a “generally grade 10 configuration which is the standard practice and that this will allow for ample disc space in the event of failure.” Dennis asks Mr. Howard if the current server is set up similarly. Mr. Howard states he honestly does not know, but “generally from that perspective, they are like-to-like and that the Town is either running a grade 10 or a grade 5 on the data partition and mirroring of the server OS and that generally grade 10 is what RMON has done, noting that this is an 8-year-old server, so they could be running a grade 5 as well.

Dennis asks what is the main point of the Town Hall server. Mr. Howard explains it is the entry point to log into the Town’s domain. Login rights are given to each user for individual access permissions to the server’s applications and the Town’s applications such as Clerk Works, QuickBooks, Avatar, payroll, and the digitized Town files. Dennis asks if this is a virtual machine. Mr. Howard explains that the server is both an actual physical server host and also a virtual machine. Dennis asks Mr. Howard to bring the BOS a quote for a grade 5 configuration. Mr. Howard asks why. Dennis explains that he feels the current proposal is “way overkill given that number of drives.” Shawn notes that the Town Hall will only be using Avatar because the Town is ending the use of QuickBooks and moving to new accounting software. Shawn and Dennis agree that the Town should be looking at doing as much in the cloud as

possible. Shawn notes that when they purchased the current server eight (8) years ago, it wasn't even close to the quoted costs.

Mr. Howard agrees. He explains that at that time they weren't dealing with component shortages, or the increased costs for all the technology, licensing, etc. He notes that the current server that was put in eight (8) years ago has lasted a significant amount of time. Shawn agrees, but notes that if the Town "is paying for this top-quality hardware, it should last us well beyond...." Mr. Howard notes that the current server did. Shawn agrees with Dennis regarding a grade 10 configuration, noting that would be the envy of most companies and is something that engineers would utilize. Mr. Howard disagrees noting "these are the configurations that are going out." There is a technical discussion with Shawn, Dennis, and Mr. Howard.

Dennis asks Ms. Perreault to price a larger hard drive to accommodate the server space and to reduce the number of drives to a grade 5, stating that in "his opinion, that could even be excessive given that the Town is doing VMware and virtual machines should be backed up." Mr. Howard suggests not doing VMware from the licensing perspective to save money, noting that the Town "could send it to Azure, but if the Town is moving payroll to a cyberspace application, that's good to know. Mr. Howard explains that applications such as Clerk Works and Avatar are not hosted yet, or the Town could be doing what the Police Dept. is doing; migrating everything onto Azure Active Directory. The data will sit on one directory share point in the cloud. This would make the server a non-issue as the Town wouldn't need to purchase the hardware. However, there are Town Hall applications that must be hosted on a physical server and these are the limiting factor that will keep the Town Hall with an on-premise physical server.

Mr. Howard explains that he can go down to less redundancy. Dennis agrees that while there is less redundancy, it is not eliminated. Mr. Howard expresses his concern that if two drives fail, the server is no longer a grade 5. Dennis agrees but notes that he can't recall having solid-state drives fail.

Sheila explains that the costs of replacing the Town's server could be covered through the ARPA funds and would not have to come from the Town's budget. Dennis states that is good knowledge to have.

Dennis notes that the RMON quote has a 5-year warranty, but they could get by with a 3-year warranty. Mr. Howard explains that the warranty costs are an estimate until the contract is approved. Dennis notes the 3-year warranty is only one-half the price of the 5-year warranty and that the Town could purchase additional warranty time at the end of the warranty period. Mr. Howard explains that if the warranties are purchased that way, the costs increase. Dennis confirms that Shawn wishes to migrate everything to the cloud as quickly as possible, so he would suggest the 3-year warranty and save \$2500 until the Town gets the actual costs (with the contract.)

Shawn asks if the MS licensing fee of \$3400 is a one-time cost. Mr. Howard explains that there is a 3-year software insurance so that if another version of the MS software is released, the Town automatically receives it and will not be charged for a software upgrade. Support is included in that price as well.

Dennis asks what version of the MS server Mr. Howard will be using. Mr. Howard explains that 2019 is the latest version available but that a 2022 version is scheduled to be released. Shawn asks about the license on the current server. Mr. Howard explains that the license is also at end-of-life. Dennis agrees. He asks if there is a subscription model for server licenses. Mr. Howard explains that there is in Azure. If the Town applications on the Town Hall server could spin up a virtual server in the cloud, he could apply the licenses that the Town already has, so there wouldn't be any additional payments. However, the Town is required to use server-based applications like Avatar and Clerk Works so it still needs to have a physical server and those licenses.

Dennis questions the \$12,025 quote for labor to migrate the Town's data from the old server to the new server and asks how many hours were estimated for that project. Mr. Howard states that he will need to look at the project. Dennis estimates "the costs are \$200 per hour and admits that is not unreasonable." Mr. Howard states that engineer rates are \$325-\$400 per hour and that's not what he is charging the Town. He notes that there are instances and technology employed where the engineers absolutely required. Dennis disagrees, stating not in this case. He states that the quote is for standard business hours at \$225 per hour, so the server labor charge is for 53.44 hours.

Mr. Howard explains that the migration process will require engineer time, project manager time, and multiple individuals working on it. Dennis agrees but notes that he knows the standards and that it doesn't take 40+ hours. He would estimate 16 hours. Mr. Howard disagrees noting they would be migrating old 2008 applications onto new technology. Dennis asks if Mr. Howard has confirmed that these older applications will work on the new server. Mr. Howard states that RMON has done plenty of migrations for Towns, but there are nuances for every application. Dennis asks if there are 60 hours of nuances for every application. There is an animated discussion between Dennis and Mr. Howard regarding the migration process and costs. Shawn attempts to slow down the conversation. Dennis states that "in most cases, the boxes (servers) are delivered with all the parts already built in." Mr. Howard explains that each component will come and RMON will physically build each unit to order. They are not pre-configured by the manufacturer because in order to do that, a customer's image would have to be out in the public. The discussion between Mr. Howard and Dennis continues. Dennis concludes by stating that RMON is "way overpriced." Mr. Howard disagrees. Dennis states that he is "ridiculously overpriced."

Dennis states that he went back to the recent installation of the Police Dept's. server and the original installation charge was \$8,350. He notes that he had asked RMON to decrease the price of that charge. Ms. Perreault explains that RMON was "decommissioning the Police Dept. server." Dennis reiterates his concern that the Town Hall server installation is \$12,000+. Mr. Howard reiterates that there is a lot of work to do. Dennis maintains the costs are too much and "in his opinion, way too much and he doesn't know how Mr. Howard can justify the hours." Mr. Howard offers to have Dennis come to RMON and observed the processes involved. Dennis explains that "with his experience and his knowledge that he has never had an issue with the money the Town paid for services provided by RMON, but the labor quote is entirely too much. He believes \$12,000 for a server that RMON already maintains and knows everything about, and has worked on for the past 9-10 years, there is nothing new to understand. It's a virtual machine that should slide from box to box." Dennis states that he doesn't understand why that would take 60 hours and asks why it would need a project manager to install a server. He confirms that this person would be calling to schedule the technicians on site and work with the individual departments and that for this project, RMON would be calling Kim for the Town Hall. Mr. Howard notes the project manager "also manages the engineers to make sure...." Mr. Howard states that he's not here to argue, but is having a conversation with Dennis because he is questioning something that RMON does all day long. He asks Dennis "if he was presenting something to his customer, in their technology space, he's sure that Dennis is walking through those configurations with an engineer, customer, or whatever the scenario may end up being."

Dennis reiterates that he doesn't understand the requirements for a project manager. He suggests "an hour for a project coordinator to collect the invoice and make the phone calls would be sufficient. Beyond that, that's an expensive engineer." Dennis states the job could be done in eight (8) hours by a competent engineer that knows the system. He would even give sixteen (16) hours just to deal with off-hours and after-hours, but not sixty (60) hrs." Shawn states the BOS will table the server quote and the current discussion because there are a lot of questions and asks to move on to the other parts of the IT budget.

IT Budget- Proposed Service Contract: Ms. Perreault reviews the proposed service contract with the BOS. She explains that in 2022 there were a lot of changes with the Police Dept. moving to the Government Tenant (platform) and all the new MS licenses for the Town. For FY23, RMON has increased the costs of managing the Town's PC pieces by \$5.00 per device. The management fee for service has stayed the same, and there will be one less server charge when the Police Dept. server is fully decommissioned, a process that is currently ongoing. Firewall costs have remained the same. There is an added cost for managing back-ups of \$50 for the servers. Everything else has remained the same except for the ABS backup. That increase is from the vendor, not RMON. Shawn confirms the total for the service contract is \$53,448 and does not include the previously discussed Town Hall server.

Shawn suggests that the BOS review this portion of the IT budget and find a resolution. He reiterates that he needs to do more homework on the Town Hall server proposal. Sheila reminds the board that "the server can be paid from the ARPA funds and if this is something the Town needs, that is what that money is there for." Shawn agrees but notes that if the BOS uses the ARPA funds, it needs to know that it is spending that money wisely because once those funds are spent, they can't be spent on other items.

Dennis states that his issue with the contract is the automatic renewal clause and reads the following:

“Continuance / Automatic Renewal: This Agreement shall renew automatically at the end of the prior Agreement term for a period of twelve months (12) unless RMON Networks, Inc. or CLIENT affirmatively terminates it in accordance with the conditions of this Agreement.” Mr. Howard confirms the portion of the proposal under *Clients Responsibilities* outlines the procedures if the Town wants to opt out of the automatic renewal process. Mr. Howard explains that the automatic renewal clause will not be included in the 2023 contract because “RMON is moving forward based on their insurance requirements that they (RMON) must now ensure that their customers have a cyber insurance policy and are actually running on active, signed contract agreements, not on auto-renewals.” He reiterates that in the new version of the contract, the auto-renewal clause will be removed. Dennis expresses his concern that he wants to be sure the Town is not locked into a renewal. Mr. Howard again explains that the auto-renewal clause will be removed from the 2023 contract and the contract will only be for a 12-month fiscal year. Mr. Howard reiterates that insurance will no longer honor auto-renewed contracts unless there is a new valid contract each year and that RMON must submit copies of those signed contract to the insurance company because they are auditing for this.

Dennis asks how many years RMON has had the IT contract with the Town. Shawn states he believes it’s close to ten (10) years. Dennis asks when was “the last time the Town went out to bid, or did any type of due diligence of re-checking the industry’s numbers?” Shawn confirms it was about ten (10) years ago. Dennis explains to Mr. Howard that in 2023 he will urge the BOS to look at, and probably put out an RFP/ bid process for FY24 IT services. He reassures Mr. Howard that he is not looking to get rid of RMON, but he believes after ten (10) years that every contract, partner, and vendor should be re-evaluated. Mr. Howard agrees. Dennis explains that was why he was concerned with the auto-renewal clause in the contract, which is now a moot point.

Shawn confirms that the updated contract, without the auto-renewal clause, should be coming to the BOS within the next thirty (30) days. He states that he has no issues with the “normal increases of normal stuff and it was the cost of the server that caught him off-guard.” Mr. Howard explains that “in a perfect world he would have no problem spinning servers up to Azure, even with redundant Internet cable. The biggest issue is the State requirements for Town Clerks offices for registrations because the issue is if people come in and register their vehicles, and the machine or the Internet is down, that becomes an issue.” Shawn notes that with VOIP (Voice over IP), they won’t have to worry about the phones either, noting that “it’s just a data pipeline and everybody is using it for whatever they want to do, and when it’s down, everybody is down.” Shawn states that “by having high-powered hardware at a single point only being utilized at about 2% of its capacity at its peak, the Town is paying for that redundancy and extra power and the Town doesn’t need something that high-end.”

Mr. Howard states that he’s not quoting a big server, it’s an entry-level server that gives them a grade 10 configuration in it. He explains that if he could get away with something less expensive of quality, he would have no problem doing that. He notes that he could probably move everything except for Clerk Works to the cloud tomorrow. Clerk Works is the hold-up. Shawn states that the towns need to put pressure on the State to make this change because it is the State that dictates how everything needs to be done, they make the mandates and the towns have to pay for all of it.

Shawn asks if the BOS has any issues with the proposed IT contract for \$53,448 which includes everything except the Town Hall server previously discussed. He reiterates that he wants to do some homework to figure out the new server and suggests to Mr. Howard that the BOS may recommend a different proposal. Mr. Howard notes that the BOS can contact Ms. Perreault for that information.

IT Budget- Proposed Fire Dept. Project: Ms. Perreault explains that she was not sure about the Fire Dept. proposals because she was under the impression that the Fire Dept had told her those costs were included in the FY23 Fire Dept. budget. She states that she spoke with John Hughes. Shawn agrees that the Fire Dept. had budgeted for their IT services and confirms that those services would be for normal monitoring, etc. The BOS review the proposed budget for the Fire Dept. IT services in the RMON proposed service quote for \$5,146.50.

Dennis confirms that the budget contains the “wi-fi fix” for the Fire Dept. wi-fi in addition to a firewall that separates the Fire Dept. and the Police Dept. He asks if there is anything in the proposed FY23 regarding wi-fi. Ms. Perreault

explains there was money left from the FY22 budget that they were going to use to deal with the wi-fi issues. The FY23 proposal is to install some firewalls for the Fire Dept. and add e-mail addresses for the Fire Dept. staff.

Sheila states that the BOS removed the wi-fi network card for the ACO laptop from the ACO budget and that without that card, the ACO laptop cannot access the Internet. She asks Mr. Howard how RMON will be able to upgrade and update the ACO laptop. Mr. Howard explains that if there is no Internet connectivity to the laptop, no upgrades or updates can be done. He states that if the ACO laptop is not on her home Internet, RMON has no way of even knowing if the ACO laptop is on because there is no communication between the RMON servers and the ACO laptop. RMON can't push updates out to it, so there would not be any security updates, feature updates, or antivirus updates, nor could RMON provide any IT assistance. Mr. Howard notes that RMON could not do anything with the ACO laptop unless Sheila brought it to the Town Hall for all the IT support. Shawn explains that the LTE card is a replica of what the Police Dept. uses in the cruisers when out on patrol so that they have Internet access in the cruisers.

Sheila states that she won't have updates to the ACO dog licensing and that without the wireless access, will not have access to the daily updates of new licenses or the removal of the old licenses as the changes are made. Mr. Howard asks Sheila to be sure not to use anyone else's USB for files because the ACO laptop is now vulnerable to malicious files because it will no longer be able to scan for viruses. He gives an example of this just happening to another customer who had been provided a remote drive by a trusted person. This person providing the drive was unaware that their system had been exposed to malicious files. RMON did catch the malicious files and was able to manage them and clean the customer's system.

Dottie asks if a \$43.00 "air card" was a bargain to keep the ACO laptop safe. Mr. Howard states that he didn't want to get in the middle of a BOS decision. Shawn states that he doesn't believe it's accurate to say that somebody doesn't have Internet access at home. Sheila explains that she doesn't have wi-fi at home. Dennis states that she can bring the ACO laptop to the Town Hall once a week and get all her updates. Sheila explains that she doesn't download the dog license files, she just has access to it and that she "gets into it quite often."

Shawn confirms that the consensus of the BOS is for the RMON FY23 service contract for \$53,448 without the Town Hall server. He explains the board will review the budget and approve everything all at once. Sheila asks for a time limit. Shawn suggests that the BOS will review everything in two (2) weeks.

Kim asks Mr. Howard about the Internet service (ISP) and Web Boot services that RMON also provides. Mr. Howard explains that she needs to renew the domain registration and to be sure that everything is added in. Mr. Howard also explains that web hosting is \$20.00 per year. The bills for Internet access are received from Comcast. Mr. Howard asks about the Fidium Fiber bills for the Town Hall and the Safety Complex. Shawn clarifies that Comcast is the cable provider and the Fidium is the Internet provider. Kim confirms that she does have the budget for those services.

Kim states that she received the new contracts from Comcast and was able to negotiate a reduction for the Police Dept., Town Hall, and the Highway Dept. for \$7500, but that did not include Consolidated Communications at \$125 per month, \$1500 for a year. These costs combine for a total of \$9000.

Kim asks Dennis if the cost for the Civics+ upgrade was a one-time fee. Dennis agrees. Shawn notes there is also an annual fee, but he doesn't remember how much that is. Kim states that she's tried 2-3 times to contact Megan for a price breakdown, but has not received a response. Dennis explains that she had some medical issues that have led to an extended absence, but he will check with her for the monthly charge. Kim confirms that Line #346- Internet Service Provider (ISP) in the IT budget has been budgeted for \$19,000 and that the BOS will review the Civics+ costs later. She asks to include \$9020 in the budget to pay Go Daddy for the Town's domain name. Shawn agrees and adjusts the amount to \$9000.

Shawn confirms the BOS will try to get all the information together so that Mr. Howard doesn't have to come back before the BOS. Mr. Howard confirms that regarding the Town Hall server, the BOS would like to reduce the number

of drives and reduce the warranty from five (5) years to three (3) years. Shawn reiterates that the BOS wants to reduce the costs of that server.

#4520.20- Park Maintenance (Mowing). The proposed FY23 budget is \$34,100. The budget is for mowing the Town's fields and maintaining the plantings for the Town's buildings. Kim presents this budget. The FY22 budget was \$29,199 and the year-to-date expenditures are \$31,557. The final bill has just been presented for payment. Sheila notes that this line is over budget and asks why the BOS was not told that this line was over budget. Kim explains that information would have come from Finance. Sheila disagrees, stating that information should have come from Town Fields. Kim asks her how they would know what was expended from their budget unless they were getting a monthly report. Shawn states that it should be the BOS that should be watching this budget because it is an aggregate of the Town's facilities. He explains that even though the BOS asks Mr. Seaver (Road Agent/Highway Dept.) to oversee some of this, he would not consider this his department. Kim agrees.

Shawn explains that the budget is usually based on the number of cuttings per year, and if there is a need for more than originally planned, there are extra charges. Kim states that she has an explanation for the 2022 expenses. The contractor mulched the beds in front of Town Hall, but it required extra work due to the presence of numerous bees and bee nests in those beds. The spray that the contractors use is not a one-time spray because it does not have any chemicals or pesticides and they needed to spray at least four (4) times to control the presence of the bees. Kim notes that the contractor also kept all the beds weeded through the summer and the beds extend around the perimeter of Town Hall and that "she prefers the beds to be taken care of."

Sheila states that she doesn't have a problem with the work, her problem is that it is over budget and the BOS is just finding this out now. Shawn notes that it is \$2000 over budget. Sheila expresses her concern that other departments will be coming in that are also over budget. Kim states that Sheila is asking her "for answers for something that she has no control over, noting that she does not look at everybody's budget because this was Finance's responsibility." Shawn states that it's the duty of the BOS to review the Town's budgets and bring it to the department's attention when they are going over their budgets.

Dennis agrees with Kim's point that the BOS is relying on the Town's Finance person who should be generally focusing on these things and providing the BOS with expense reports. Kim agrees that is part of the job description. Shawn states that all the Finance Director would do is supply the numbers and state that something is over budget and from there it's up to the BOS to determine how to deal with that. The reports should be generated for the BOS every two (2) weeks so it shouldn't come as any shock that people aren't dealing with it. Shawn states that if the BOS sees something in the reports that's questionable, it should come to the table for discussion. He explains that when one department goes over its budget, (the funds to cover that) have to come out of another department's budget, and the BOS can't go past the bottom line of the Operating Budget that was approved by the taxpayers.

Sheila notes that the Planning Board is also over budget. Shawn explains that the Planning Board is a department where that can't say they're not taking any more applications, but should be keeping the BOS apprised (of the situation) as a courtesy.

Shawn asks if Auger (vendor) has increased his pricing for FY23. He notes that the budget for mowing is only increased by \$700, but the Town Facilities budget increased by \$3000. Kim confirms with Sheila that maintenance for 599 Main St. has been removed from the FY23 budget, and "has been removed from the 2022 budget for a while." Shawn reiterates his question regarding the \$3000 increase for the Town Facilities maintenance line.

Kim explains the breakdown includes costs for increased salaries (labor). She gives an example that the Little Red Schoolhouse was originally budgeted for \$1310 and has been increased by \$230. Each area that is maintained has increased by \$230-\$240 for FY23. Shawn notes that the increases don't make sense because the Town has not increased the number of areas that it is maintaining. All the increases have to be in labor and (material) costs. He again notes that the park mowing only increased by \$700 for all the parks. If the Town's facilities require extra services like spraying, mulching, etc. Shawn suggests that those charges be moved into the "Other" line to make it easier for the BOS to monitor those expenses.

Sheila asks if the contract is a contract. Kim confirms there is an annual contract, but it is not “set in stone.” Sheila confirms that the contract is a year-to-year contract. Kim explains that the BOS will be signing a new contract for next year (2023). She notes that it has never been like that, but is now. Shawn explains that the Auger contract was originally a multi-year contract, but that has changed to an annual contract. Dennis states that now the BOS can choose a vendor. Sheila expresses her concern that there could be an issue if a vendor chose not to re-bid their services. Kim explains that the current vendor has worked with the Town for a long time. They are not the highest bidder, nor are they the lowest bidder, but they know what the Town needs and they’re not a lot to keep track of. Kim notes that problems are immediately addressed and resolved, but that she understands Dennis’ concerns.


Dennis expresses his concern that the increase for the park mowing is only \$621 and he “would expect to have more grass to attend to and then the facilities’ costs increase by \$2500, and is puzzled why smaller areas have the highest increase instead of the large fields noting the costs of gasoline and time.” Kim gives the example of the “diamond at Kingston and Pleasant.” She notes that it is a five-minute job, but requires moving the mower from spot to spot so it is more labor intensive. Dennis admits that he doesn’t pay attention to those things. He asks the BOS if they are comfortable with the work being performed. Shawn states that he never has any issues and notes the importance of having continued maintenance of the Town’s special monuments and spaces. He states the vendor has done a good job, and that he is just trying to understand the (overall) cost increases, not just the mowing costs.

Shawn asks Kim about the \$1000 in the “Other” line. Kim explains that is for additional spraying and mid-summer mulch work. She states the vendor feels that the Town probably won’t need it, but noted that the Town did have those extra costs in 2022, so she wanted to include that cost potential in FY23. Kim explains that when the BOS signs the contract, the “other” is optional and the BOS will see exactly what the vendor will present in the contract. Kim notes that when the Community Center was plowed last year, all the side beds were destroyed. Dennis agrees it’s important to keep these areas looking good. Shawn states that he’s okay with the numbers now that they’ve been explained in more detail. Sheila asks Kim to forward her explanation of the budget to BudCom.

Dottie motions to approve the #4520.20 Park Maintenance budget for \$34,100. Second by Sheila. Vote is unanimous (5-0),

 **#4520.20 Park Maintenance budget is approved for \$34,100**

#4210.20 -ACO (Revised) Budget: Kim explains that the calculations were not correct in the bottom line of the approved ACO budget. The BOS voted to approve \$11,928.ⁱ The correct amount is \$12,642. Sheila confirms this new amount still excludes \$516 for the network card. Dennis notes this is a \$714 difference. Kim explains that FICA was not calculated correctly in the original budget request. Steve motions to approve the revised ACO budget for \$12,642. Second by Dottie. Vote is 4-yes, 1-no, 0-abstentions (4-1-0). Sheila voted no. The motion passes

 **#4210.20 – ACO (Revised) budget is approved for \$12,642.**

II. Old/New Business

Minutes: The BOS review the minutes for the November 21, 2022 BOS public meeting. Dennis states that on line #59, he believes it was Mr. Griswold who commented that the prices for the turn-out gear had skyrocketed. Sheila motions to approve the minutes as amended. Second by Dottie. Vote is unanimous (5-0).

Non-Public Minutes: The BOS review the minutes for the November 21, 2022 BOS Non-Public session under NH RSA 91-A 3:II (c). Sheila motions to approve the minutes as written. Second by Dottie. Vote is unanimous (5-0).

Signature File: The BOS review and sign the documents in the Signature File. Shawn asks Kim to explain the new contract from Comcast. Kim explains that Comcast is the Town’s ISP (Internet Service Provider) and that the Town has been out of contract with them for two (2) years. She has negotiated a new contract with them for the Town Hall with a \$73.50 per month savings and increasing the speed to 1.5g. The Police Dept. is currently paying \$329.89 per month. She negotiated their contract, decreasing it by \$70 per month and increasing their Internet speed to 1.25g. The Internet costs for the Highway Dept. were so low that was nothing to negotiate on that contract. Dennis confirms that Kim was able to increase the Town’s Internet speeds and lower the costs. The BOS thanked her. Kim

confirms the contract is for twenty-four (24) months. Dennis states that she did a good job and thanks her again. Shawn confirms the cost is \$234 per month. Steve motions to authorize the Chair to sign the Town Hall and the Police Dept. Comcast ISP contracts. Second by Dottie. Shawn explains that the cost for the Town Hall Internet is a bit less than the Police Dept.'s because the Police Dept. requires a static IP address for security which is an additional cost. Vote is unanimous (5-0). Kim explains that the contract is a DocuSign item that has her signature on it. She asks how the BOS would like to proceed. Shawn will sign the physical contract; Kim will submit the DocuSign contract with her signature. Dennis asks if the BOS has a DocuSign account. Shawn explains that they don't and it's one of the things he would like to address. There is a brief discussion of the process and progress using DocuSign. Dennis asks that this topic be put back on the agenda at a later date.

Shawn reads the Town Announcements listed below.

ACO Van Repair Update: Sheila has received an updated quote from Approved Auto Services of Plaistow, NH for a rebuilt transmission as requested. The BOS reviews the quote. She reminds them that the vendor has not yet billed for the Inspection services and that will add an additional \$300 to the costs. She notes that the sticker is on the van. Sheila confirms the work and the rebuilt transmission are warrantied. Steve notes that the vendor has noted that the transmission lines and cooling lines were starting to rust, but are not leaking yet, and believes these should be replaced as well. Dennis agrees. Sheila clarifies that the BOS also wants to have these lines replaced. Dennis asks Sheila to clarify line #2 of the quote regarding the cost of the core, noting that usually that money is credited back when the core is returned. Steve suggests that the garage doesn't want the old transmission because the casing is cracked. He also notes that he is assuming the quote is for a junkyard transmission that has been rebuilt. Shawn agrees the core value of a cracked transmission is \$0. Steve notes that Sheila's quote is less than the one he received.

Shawn suggests that the BOS approve the quote and ask Sheila to get a quote on replacing the transmission lines and to run that quote by Steve for approval and get all the work done at once. He notes that he's only asking Steve to look over the quote for the transmission lines because he's more versed in mechanics than Sheila. Shawn confirms the consensus of the BOS is to move forward. Sheila reiterates that the vendor will also be billing for the Inspection sticker process on the final bill.

599 Main St. Non-Public Minutes: Sheila states that she would like to unseal the minutes of the Non-Public sessions for 599 Main St. now that the property has been sold. Shawn explains that the BOS would need to look at each set of minutes to make sure the information can be released. He explains that the BOS will need to find all the dates of those Non-Public sessions and review each set of minutes to determine if anything needs to be redacted, etc. This will take some time to do. He asks Sheila if she is willing to do the research, noting that it is too much work for Kim to take on. Dennis agrees it's not fair to ask Kim to do this. Sheila states that she understands this.

Dennis suggests that if Sheila does (move forward with this project) she make notes "for the next set of eyes to get in there." There is a discussion of the process. Sheila motions to unseal the Non-Public minutes for 599 Main St. to the extent that they can be unsealed. There is no immediate second. There is a discussion of what can be released to the public, what has to be redacted, or what has to be kept sealed. Shawn reminds her of the importance of doing this correctly to prevent potential lawsuits. Dennis explains his request for notes, as a shorthand without reading the entire set of minutes. Shawn explains that Non-Public minutes go back to the creation of the Town. Dottie suggests that the section of NH RSA 91-A 3:II that was used for these Non-Public minutes could provide guidance. Kim states that would depend on how the Non-Public minutes were labeled when they were filed, noting those minutes will go back 10-12 years. There is further discussion. Sheila suggests starting with the most recent set of minutes and working backward. The consensus of the BOS is that Sheila can move forward with the project.





ARPA Fund Request: Steve reminds the BOS that at last week's meeting during the discussion of the Fire Dept. budget, the BOS decided to use ARPA funds to purchase four (4) new mobile radios for the fire trucks. He has received a quote and provided that to the BOS. Sheila motions to approve \$20,581 to be expended from the ARPA funds for four (4) mobile radios for the fire trucks. Second by Dottie. Vote is 4-yes, 0-no, 1-abstention (4-0-1). Steve abstains.

Shawn asks Kim to update the BOS on the ARPA expenditures. Kim states that she has a running total of what has been paid from the fund so far. Sheila asks for a total of what has been approved. Kim reassures her that she has both totals. Shawn asks Kim put all that information into a spreadsheet for the board.

Town Hay Fields: Dennis explains that on Back Rd., in front of where the new Conservation shed was built there are Town-owned fields that are mowed. Sheila explains that at one time these fields were hayed. Dennis agrees that “they are a prime spot to be hayed.” Dennis states that the people that the Conservation Commission has been working with so far, are hesitant to work with anyone with a short-term contract because of the required efforts it takes to get into to do the right thing to produce the best hay. The fields need to be cut, fed, and it takes a couple of years to get the best hay. Shawn states that he has also had this conversation with the Conservation Commission and that it makes sense because the fields will take a lot of work to get the yield that the farmers need. They don’t want to do all that work and their contract ends and someone else gets all the good hay. Shawn states that he would entertain a longer contract and suggests that the Conservation Commission develop a proposal. Shawn explains that this would need to be approved at the Town’s Deliberative Session as a Warrant. Sheila notes that it is not a big field to produce hay. Shawn states that it is “very underproduced due to the lack of fertilizing.” Dennis will take this information back to the Conservation Commission for their proposals. He notes they do have a farmer who is interested in doing this.

III. Town Announcements

Calendar

-  **December 2- Friday:** American Red Cross Blood Drive- 1:00 PM-6:00 PM @ the Community Center
-  **December 4- Sunday:** Holiday Craft Fair at the Community Center 9:00 AM-3:00 PM. Hosted by the Recreation Committee.
-  **December 5- Monday:** Board of Selectmen’s Meeting @ Town Hall @ 7:00 PM
-  **December 30- Friday:** Senior Coffee Hour 10:00 AM to 12:00 Noon @ the Community Center. Hosted by the Recreation Committee

As there are no further items to discuss, Kim requests a Non-Public session under NH RSA 91-A 3:II (c). Sheila makes a motion for the requested Non-Public session. Second by Dottie. Roll call vote: Shawn-yes, Steve-yes, Sheila-yes, Dottie-yes, Dennis-yes.

The public session of the BOS meeting ends at 8:31 PM

Minutes derived by video provided on the Town of Danville website.

Respectfully Submitted
Deborah A. Christie

ⁱ **#4210.20- Animal Control:** The proposed FY23 budget is \$12,444. Sheila (as the ACO) presents the budget. ...Shawn states that the discussion is going nowhere and suggests removing the \$516 for the network card from the FY23 ACO budget. This would adjust the budget to \$11,928. Shawn motions to approve the ACO budget for \$11,928. Second by Dennis. Vote is 3- yes, 2-no, 0- abstentions (3-2-0). Dottie and Sheila vote no. The motion passes. #4210.20- Animal Control budget is approved for \$11,928.
Town of Danville NH Board of Selectmen’s Minutes. Pg.5. November 14, 2022. Online at www.townofdanville.org.