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Town of Danville
Board of Selectmen
June 29, 2020
6:20 PM

6:20PM Non-Public Session under NHRSA 91-A 3: II (a)

7:13 PM

Meeting is Video-Recorded

Selectmen Present: Shawn O'Neil, Chair; Steve Woitkun, Vice Chair; Sheila Johannesen, Dottie Billbrough, and Joshua Horns



Others Present: Darryl Walker, Lt Merced, Danville PD, Police Chief Wade Parsons, Danville PD; Bruce Caillouette, Road Agent; Beth Caillouette, Highway Dept.

Shawn called the meeting to order at 7:13PM 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. Delegates

Darryl Walker addressed the BOS stating he would like to figure out the follow-up protocol from the ACO (Sheila Johannesen) regarding the dog incident on Woodbridge about a month ago. Shawn confirms this is the same incident discussed at the June 15 BOS meeting and asks what the follow-up was. Mr. Walker states that Sheila called him a "couple of weeks ago" noting that throughout the whole scenario when the dog was there, the Hampstead ACO (Maura Wentworth) showed up but Sheila refused to. He states that because he lives in Danville, the Hampstead ACO could do nothing outside of her jurisdiction. Shawn agrees and states the problem they have right now is that the ACO position is an elected position and the BOS does not oversee that elected position. Mr. Walker asks whom he is supposed to call. Shawn states that he has no idea and explains the BOS has no recourse. The Town has made the ACO an elected position and as an elected position, Sheila is only accountable to the voters. Mr. Walker states he understands it is an elected position, but "when we call in a complaint about a dog attacking people and another dog, and Hampstead ACO shows up because five houses on Woodbridge are in Danville; what is the Town supposed to do?" Shawn agrees with Mr. Walker, noting that it is in Danville's jurisdiction, it is Danville's issue, and it should be addressed by the Danville ACO. Shawn notes this is his personal opinion as a member of the BOS, but he cannot do anything and has no recourse as a member of the BOS. Mr. Walker notes the Hampstead ACO has been over to the dog owners' home 4-5 times in the past six months regarding incidences with the dog. He also states that because it was his next-door neighbor, he had let the first incident he had with the dog go by as "bygones be bygones" until he was attacked on his own property. Mr. Walker explains that Maura (Hampstead ACO) showed up because his neighbor across the street called (and she lives in Hampstead). In this last incident when Maura showed up, Sheila said, "let her handle it", no matter how many times he (Mr. Walker) told Sheila that Maura cannot handle it. Mr. Walker notes this is very, very frustrating.

Sheila states that after the June 15 BOS meeting she did her own investigation follow-up, pulled the call log from Rockingham Dispatch, and outlines the following:

-  **May 15 at 1:30PM-** 9-1-1 call came in as "pit bull chasing people trying to attack them. It belongs to a neighbor and is an ongoing issue. Neighbors are trying to catch the dog."
-  **1:34PM-** Sheila received the call from Rockingham Dispatch regarding the dog running at large and neighbors were chasing it. She called the complainant (Mr. Walker) and left two voice-mail messages on an answering machine. She called back Rockingham Dispatch to verify she had the correct number and

advised them that she had left messages. Sheila notes that while she was trying to contact Mr. Walker, she was out of the area but turned around and headed back to Danville.

- ✚ **2:09PM**- the Danville Police Dept. called Rockingham Dispatch to advise that Mr. Walker had not heard back from anyone. Dispatch advised they would contact the ACO (Sheila) and attempt to conference them together. They also spoke to Chief Parsons.
- ✚ **2:12PM**- Dispatch again contacted Sheila and she advised them she had attempted to contact Mr. Walker and had left messages. Dispatch then called Mr. Walker and also got no answer. Sheila advised Dispatch that she would wait to hear back from the caller.

Sheila explains that when any call comes in to her she immediately calls people back because she needs to know what to expect when she gets there.

- ✚ **2:49PM**- Danville PD receives another call from Mr. Walker that he still had not heard from anyone. Danville PD advised him to call Rockingham Dispatch directly.
- ✚ **2:53PM**- Mr. Walker called Dispatch upset because he did not receive a call. Dispatch advised Mr. Walker they had also tried to contact him and the ACO (Sheila) stated she had left a message. Mr. Walker stated he was busy mowing the lawn and enjoying the day and had not bothered to check his phone messages. Sheila states she was talking to Mr. Walker when Maura showed up. Mr. Walker stated he was all set and hung up. Sheila states she heard nothing more since. She notes that she had Rockingham Dispatch pull the call logs to see how many times they has been out to that area. Call log goes back to 2016 and both calls were handled by the Danville PD.

Sheila states that during her own investigation of this call she contacted Hampstead PD to see how they were dispatched because ACO's do not just ride around to see if there are any calls on dogs loose.

- ✚ **1:55PM**- Hampstead dispatched their ACO (Maura) to a call regarding a Hampstead resident's canine attacked by another dog
- ✚ **2:10PM**- Hampstead ACO (Maura) responded to the call. Sheila states she never heard back. She notes it is interesting that all those calls came through the PD and the PD forwarded them to Rockingham Dispatch.

Mr. Walker states that he does not have her (Sheila's) number on speed dial. He states the scenario was drastic, a 9-year old boy being dragged down the street by his dog. Sheila notes she got the call as a dog on the side of the road running at large. Mr. Walker states it happened in front of his house. LT Merced states she is not taking away from Sheila's response and if she called that is fine. She (LT Merced) just wants to "clarify regarding calling back immediately, that does not happen". LT Merced notes that she actually answered a call yesterday that should have been answered by Sheila. It still does not change the fact that Sheila told the resident she was not going (out to the call). Sheila denies telling him that. Mr. Walker states that she was on speakerphone with Maura right there. He also states that he told Sheila that Maura was there and there was nothing in her jurisdiction to do except come and talk to the dog's owner. LT Merced states that after the incident Sheila called her and told her to note, "The incident happened in Hampstead and I was a good girl. I don't have to beat Maura there." There is further animated discussion ending with Sheila stating she is "all done". Mr. Walker states he is "not done. He is trying to figure out...she's an elected official, we put you in this position and you're not doing your job." That is what he wants to know. He wants to bring Maura Wentworth in to say the same thing. "No I'm not coming, Maura you're there, it's Hampstead." Mr. Walker notes there are five houses on that road that are in Danville. Sheila states there are three.

Sheila states again that she "is done". Copies of the reports are available through Rockingham Dispatch and she will gladly give them to him (Mr. Walker). Mr. Walker responds, "I just want somebody to do their job and you are (Sheila) an elected official. That's all."

Joshua asks regarding the dog itself, if it attacks you and other dogs, can nothing be done to have the dog removed from the neighbor's house. Mr. Walker responds the problem is the owners have the dog in "hibernation"; the dog has not been out since the incident. He is concerned it will happen again. Mr. Walker explains that he once









sprinted into his house and the dog was so close behind him that its head slammed against his door. He expresses concern for his son if the dog gets a hold of him. This dog attacked two German Shepherds and their owner in Hampstead. Joshua expresses concern that "if the dog gets to you (Mr. Walker) there is no way you could get help before the dog did some damage or killing you (Mr. Walker)". Mr. Walker states that he is there (at the meeting) because the ACO did not show up. Joshua again expresses concern for the resident. Shawn notes it is obvious the dog is vicious and should be dealt with accordingly. The problem is the BOS cannot do anything relative to a dog. The only way to do something is to have the owner ticketed with a summons to court. Shawn notes he believes that could be done regarding this incident and the owner has to go before a judge and let the judge determine how to deal with the dog.

LT Merced explains the dog's owner has to be cited so many times before that kind of action can happen. Shawn expresses his belief the Town is missing an opportunity to cite this dog owner for this incident and get it on official record this dog is vicious and that can only happen by Sheila. He (Shawn) recommends that she address this issue and deal with it. Mr. Walker notes that most people in his neighborhood walk their dogs and kids down that road because there is so little traffic. A majority of the people live on the Hampstead side and they have called the Hampstead ACO. He notes that Maura shows up all the time and deals with the dog owner who is a Danville resident. Shawn asks if Maura can issue a citation to the dog owner because he lives in Danville. Chief Parsons explains that she could in this circumstance. However, with Mr. Walker's incident, both the victim and the dog owner reside in Danville. The incident was not addressed and has to be addressed by the Danville ACO (Sheila) because Maura has no jurisdiction. Shawn points out that Sheila has to be the one to issue the summons.

Sheila asks for a report of exactly what happened. LT Merced will provide a report. Mr. Walker also agreed to provide a report. Shawn expresses his hope the matter will be resolved. Mr. Walker expresses his concern with safety in the neighborhood, especially for kids. Mr. Walker reiterates the reason he was at the meeting was to get an answer to "why" he was told that Hampstead's (ACO) was there so she's (Sheila) not going. Shawn expresses concern there is nothing on record to allow the courts to handle the dog issue, and the only way it can be dealt with is through the courts. Sheila explains the first fine would not go to court, as there is a procedure. LT Merced explains there has to be an "x" amount of citations in a 12-month period and if this incident is not handled, it will not count as a first offense. In addition, people have to keep reporting this dog. LT Merced states we "don't have an issue with reporting, we have an issue with response, that's the difference." Shawn closes the discussion at this point.

II. Old/New Business

Salt Shed Update (Bid Opening): Shawn retrieves the sealed bids from the office. Bids are in response to RFP's for site work and for the construction of the Salt Shed. The following bids were opened and recorded

-  **Jackie Bernard** (Sanford, ME)- Salt Shed /Storage structure- \$139,185
-  **RUDD Building Systems** (So. Windsor, CT) - "Clearspan" \$191,929.85. Mr. Caillouette notes the bid includes both the site work and the structure
-  **Busby-** \$32,320
-  **Mike Holmes Excavation-** \$27,000
-  **J. Nutter Co.** (No. Andover, MA)- site work: \$61,788; wood structure: \$185,160; steel structure: \$192,964.80; fabrication: \$240,000; building installed: \$541,680
-  **Charter Brothers-** \$229,700, additional options are priced
-  **Iron Horse Structures** (No. Conway, NH)- \$132,675 additional options are priced
-  **Bulk Storage Inc.** (ILL)- \$163,651

Shawn explains the bids will be scanned and reviewed in order to accurately compare pricing options. The BOS will need to figure out which direction they would like to go. He notes that Mr. Caillouette will also receive paper copies of each bid for his records.

Highway Dept Update- Road Agent: Shawn reviews the Road Agent agreement with Mr. Caillouette. He explains the agreement was created to resolve many past issues; noting it is not the best of a situation as the Town is still

an “old school” small community that is morphing into a town position. Shawn explains the biggest issue resolved was the requirement for large umbrella liability insurance, noting the Town was beginning to get and use its’ own equipment. Shawn explains the Town was originally paying for the use of Mr. Caillouette and his own truck, but now that the Town has its’ own truck the Town is just paying for Mr. Caillouette’s salary/stipend. He notes the Town is also now paying the FICA payroll taxes. Shawn explains the salary/stipend is based on 2080 hours: 40 hours/week for 52 weeks (or 26 pay periods). Shawn notes that when Mr. Caillouette was a vendor he was paid for every hour that he worked and when he did not work, he was not paid. Shawn believed that would continue to be carried forward with the agreement. Shawn notes his personal opinion that he wants to fund the position for a full 52 weeks at 40 hours per week. He notes that Mr. Caillouette was not paid for vacations as a vendor and does not believe it is right to be paid for vacations under the new agreement.

Mr. Caillouette states that as a vendor he did not take vacation. Now as a salaried employee, he gets the salary. He states, “Whether they call it I’m assuming I got the vacation or not, salary is salary”. He notes that he has taken three days off since January. He states he “doesn’t know if that’s abusing the position or not.” Shawn clarifies with Mr. Caillouette that he (Mr. Caillouette) believes salary is a flat dollar amount every two weeks for the entire year. Shawn notes that time off was never defined and that is why Mr. Caillouette controlled his time off because he would not get funds for that. Shawn notes it’s “that change” relative to that thinking that he wants to talk about.

Mr. Caillouette explains he has copies of the minutes stating that he is getting a salary and quotes from former Selectmen David Knight and Scott Borucki and a posting by Scott Borucki on Facebook during the June 15th BOS meeting. Sheila notes that Scott Borucki is no longer a Selectman, Mrs. Caillouette notes that he was at the time the agreement was written and signed. Shawn reads the agreement and acknowledges it never addressed vacations or holidays. He again reminds everyone the primary reason for the agreement was to eliminate the requirement for the umbrella liability insurance. He notes that even without the truck, the Town is paying Mr. Caillouette in the \$40/hr. range as well as paying the FICA payroll taxes, so the total is very comparable to the rate Mr. Caillouette was paid as a vendor. Shawn states that he was under the belief that it was still the same scenario as last year when Mr. Caillouette was a vendor.

Mr. Caillouette shares his copies of the highlighted minutes with Shawn. Shawn reads, “Dave K. recognizes there may not always be 80 hours per pay period as there would be time off for sick or vacation time.” Mr. Caillouette notes he interprets this to mean if he took time off for sick or vacation, there may not be 80 hours of work. Dottie confirms with Mr. Caillouette that he believes he would still be paid. Shawn states he looks at it differently, noting that as a vendor Mr. Caillouette did not bill or get paid for time off, so there was no cost to the Town for time off. Dottie notes that was as a vendor. Sheila states he not an employee. Mr. Caillouette states he is a salaried elected official.

Joshua notes it is confusing now with minutes that sound like there is an expectation of paid time off. Shawn explains that when they (the BOS) funded the agreement no one knew what time Mr. Caillouette would take off, so they funded that position for 26 pay periods for the entire year noting there was an expectation of funds left for sick, vacation and holiday time taken without pay. Joshua notes the issue is a difference of opinion if Mr. Caillouette takes time off is he paid or not. He notes that based on the minutes, the implication is if you take time off, you get paid. He notes the agreement does not say, but when the agreement was drawn up the understanding would be that he would not be paid. Joshua notes that based on this information, Mr. Caillouette could take a whole year off and still get paid.

Mr. Caillouette reassures Joshua “he’s not that kind of guy.” He explains that he only takes one full week off a year in September. He notes he usually takes 2-3 days off for Bike Week, 1-2 days for the July 4th Holiday, and a couple of days in mid August. He explains that he makes long weekends, but is not going to take two weeks or a month straight.

Steve explains there are numerous issues not addressed in the agreement, and refers to his experience with labor agreements. He notes that if Mr. Caillouette went to court and presented the minutes, it would probably be ruled on intent. He believes the BOS and Mr. Caillouette need to renegotiate the agreement with all details spelled out,

noting it needs to be fair to Mr. Caillouette and the Town. Steve also notes there is no start date or end date, and the issue of COLA is not addressed and there are too many unknowns. Steve notes there are too many assumptions both by Mr. Caillouette and by the BOS and he feels this is not fair. Shawn notes his opinion that when this agreement was drawn up, the BOS was primarily addressing the issue with liability insurance and implementing a billable hourly rate based on Mr. Caillouette's rate as a vendor. Steve notes the agreement is very vague with many loopholes on both sides.

Steve refers to Mr. Caillouette's statement that he is a "salaried elected official". He notes that always thought of Mr. Caillouette as a "working foreman". Steve states the need for a job description and a detailed contract with a start date and end date (most likely coinciding with the Town election cycle). He explains he wants something very clear so there is no animosity from either side.

Mr. Caillouette reads a statement made by Scott Borucki in the Jan. 14, 2020 minutes, "You (Mr. Caillouette) do not need to submit time sheets since your bi-weekly payment will remain the same as outlined in the attached agreement." Steve notes he wants to see that in a contract, not in the minutes of a Selectman's meeting. Mr. Caillouette notes that he continues to keep his daily logs. Steve questions Mr. Caillouette on comp time, noting that Chief Parsons is a "salaried employee" and often works 70 hours a week without any comp time. Mr. Caillouette notes that this coming winter he does not plan to drive his own truck and will only use the Town equipment. Shawn notes the agreement was more of a "gentleman's agreement". Both Shawn and Mr. Caillouette reiterate they want to be fair. Shawn notes the BOS needs to come up with a proposal. Mr. Caillouette notes there are several other elected officials that get time off. Sheila clarifies that under NH law, the BOS has no authority over those officials. Sheila explains to Dottie the Road Agent position is under a different law.

Steve offers to create a proposal and asks for a month to complete it. Mr. Caillouette notes he plans to take 6-8 days off before his September vacation. He also notes that during his "couple of days off" he was on his phone and e-mails regarding the bids. Steve explains the process he went through creating a contract with his Fire Wards. Shawn thanks Steve for working on the new agreement.

Highway Dept Update (DOT trucks): Mr. Caillouette tells the BOS that he has heard back from NH DOT regarding the trucks that were going to be auctioned off. NH DOT has given permission to sell the trucks directly to the Town without going through the bid process. Mr. Caillouette provides the BOS with the proposed prices for the purchase of two dump/plow trucks and a pick-up truck that he and Mark had looked at earlier.

Joshua notes that he has heard that Mark had expressed interest in selling his truck and asks if the Town had considered that vehicle as an option. Mr. Caillouette states that it is absolutely an option, while noting that he was not made aware of this vehicle until last week. Sheila asks if the Chevy pick-up truck is 4-wheel drive. Mr. Caillouette responds that it is not, but it will be only used as an "errand" truck, freeing up the actual "work trucks". He is currently using his own pick-up truck for that purpose. Sheila asks how much was encumbered for the fire truck conversion and questions if the BOS can use those funds for any other purpose. Shawn agrees this might be an issue. The funds were encumbered by the Board previously.

Sheila questions Mr. Caillouette on the shape of the NH DOT trucks. Mr. Caillouette assures her the frames are good. He notes that he and Mark had checked these trucks out top to bottom. He notes the two dump/plow trucks are older than the other trucks up for auction, but were actually in better condition. Sheila notes the trucks are 19 years old. Steve verifies that Mark's truck is a 2000, so they are all about the same age. Mr. Caillouette believes there is at least five-plus years left on these trucks. He notes the Highway Dept takes care of their trucks and perhaps the Town would be able to purchase a brand new truck in a couple of years. Shawn notes the Town is in the final year of its' three-year lease of the backhoe. Mr. Caillouette asks if the Town should next consider purchasing a truck or a front-end loader. He suggests that if the BOS decide to buy the trucks, he would recommend the lease-purchase of a front-end loader.

Steve asks Mr. Caillouette for his plans on deploying the trucks. Mr. Caillouette notes that one truck would replace his personal truck and that he needs four trucks for the routes. He explains that one of the Town trucks also needs

to be replaced with either another truck or an additional contractor. If the Town purchases Mark's truck, it would keep the same route. Mr. Caillouette notes he would drive the third truck. Steve confirms the Town would need to hire a driver/contractor for the second truck. Mr. Caillouette notes that he has plenty of drivers. Shawn notes they just do not have the trucks. Mr. Caillouette explains that he plans to manage the trucks like Brentwood where the Town owns the trucks and hires part-time drivers. Steve and Shawn confirm the drivers are hired as part-time winter employees. Joshua asks how insurance would work. Mr. Caillouette explains they would be under the Town's insurance because they are driving Town trucks. Shawn confirms that Mr. Caillouette's goal is to have four plow trucks.

Shawn reminds the BOS they encumbered the funds for the old fire truck because of the low mileage on the motor and notes that in his opinion they (the BOS) cannot legally undo that decision. He explains that if the BOS purchase the NH DOT trucks, they would need to do so from the FY20 operating budget. Mr. Caillouette reminds Shawn the encumbered funds was only to put a dump body on the old fire truck, there was not enough money set aside to set it up as a plow truck with a plow frame, etc. Steve confirms the DOT trucks have dump bodies. Mr. Caillouette confirms the trucks can be used for summer work as well. He notes the DOT trucks are already plumbed for sanders, plows and wings. The only thing they need to adapt is for the Town sanders. The DOT sanders are all electronic. They would need to be changed over to hydraulic sanders and there is not a lot of expense with that.

Shawn questions if the Town can do anything from the FY20 budget. He notes the fire truck will not be a plow truck this year because they did not encumber enough money to do that. He asks Mr. Caillouette how much would need to be added to that fund. Mr. Caillouette reviews a previous quote for setting up the sander body, plow, and wing for \$74,550, noting that does not include the cost of taking the old pump body off the fire truck and shortening the frame. The quote for removing the pumper body and adding a dump body was for \$22,050 with additional costs to adjust the frame for the dump body. Joshua asks for clarification of the conversion process. Mr. Caillouette briefly explains the mechanical changes that would need to be made to the old fire truck to convert it into a dump truck. Shawn asks if he (Mr. Caillouette) could just use a front plow. Mr. Caillouette explains that without a wing, they would have to plow everything twice; they are making a 10' pass versus a 15' pass with a wing. He notes that during a storm it would add extra time at the end of the storm when they are pushing everything back. Mrs. Caillouette reminds the BOS there are limited drivers who are able to drive the old fire truck. Shawn states that he will talk to Patty and the Municipal Association and ask if the Town can use the fire truck encumbrance for the purchase of the DOT trucks. He notes the worst-case scenario would be having to purchase the trucks from the FY20 budget versus repurposing the fire truck encumbered funds. Shawn asks if Mr. Caillouette could absorb the purchase of the trucks from his budget. Mr. Caillouette asks if he would be able to use the Highway Dept. funds that had been returned to the General Fund. Shawn believes that money will be used to cover tax shortfalls and unanticipated additional costs due to COVID-19. Sheila notes all the budgets are really tight. Shawn agrees and says that anything that is discretionary really needs to be discretionary.

Steve confirms that unused encumbered funds are returned to the General Fund at the end of the year. He notes that "surplus" could be used to purchase the trucks. Sheila notes that "surpluses" usually are used to offset taxes. Shawn explains there are several ways to accelerate that because the BOS determines how much to leave in the Unreserved Fund. Steve recognizes now is the time to plan and get ready for next winter.

Joshua asks for clarification of encumbering funds, noting he thought it required a signed contract. Shawn explains they have the written proposal. He explains the situation with the old fire truck and there are details he needs to check on. Sheila asks what the Town would do with the old fire truck. Steve wants to confirm that Mark is actually selling his truck because that truck is already fitted for Town equipment. Shawn notes the BOS needs to know the price of Mark's truck. Shawn asks Mr. Caillouette if he knew the time frame for responding to the NH DOT. Mr. Caillouette believes they have a little bit of time. Shawn believes he can have answers by the next meeting regarding the price of Mark's truck and the encumbrance issue. Steve asks if this is the case, how he would dispose of the old fire truck.

Shawn questions if the BOS is allowed to use the encumbrance to purchase the DOT trucks, would there be funds in Mr. Caillouette's budget to purchase Mark's truck. Mr. Caillouette feels that he would be able to do that. Shawn confirms this would provide all four plow trucks the Town needs. Mr. Caillouette notes that he would still need one contractor because the Town truck does not have a wing & plow. Shawn comments that the Town needs to build up its' own fleet and not continue to rely on third-party contractors.

COVID-19 Update: Dottie explains the Town needs to adopt procedures for the Town employees to come into the building. She notes part of this procedure is a review of five standard questions that they should be asked and comply with. She has talked to Town Counsel and was advised that not only does the Town need to do this, but also they must keep track of each employee on daily sheets that are to be retained and filed. Her opinion is that the BOS really needs to adopt these procedures. The LGC (Local Government Center) referred her to the Londonderry policy. She disagrees with the part that everyone must wear a mask, noting she would rather let employees make their own mask choice, especially since the building (Town Hall) is still closed to the public. The important issue is that the Town needs to keep track of employee temperatures and the questionnaire every day. Dottie suggests that employees take their own temperatures and answer their own questionnaire, then e-mail that information to their supervisors to fulfill the requirements. She notes the Town has already purchased a no-touch infrared thermometer.

Dottie notes there are several board/committee meetings that are currently open to the public and ask if the BOS should make signs urging the use of masks at the meetings because the room is an enclosed space. Sheila adds that hand sanitizer should be out for employees to use. Shawn notes his agreement with having hand sanitizer available and taking temperatures, but believes mask wearing should be encouraged, not forced. He recognizes there are some legal exposures that need to be addressed to a point of minimizing them and a part of that is taking employees' temperatures on a daily basis. He thinks it could be part of the duties that could wrap into the new Town Administrator to oversee and process those records. Shawn also notes the Town should have consistency with the Library. Dottie notes the Library already has these procedures in place. Shawn notes that taking employees' temperatures and having hand sanitizer available make sense.

Shawn encourages each board to figure out using ZOOM for members who are not comfortable meeting in person. Dottie requests permission to further research if and how Zoom is being used. Shawn notes he did not pursue it with the BOS meetings because of the logistical nightmare it would create.

Joshua expresses his concern if certain platforms for online meetings are appropriate, particularly for non-public meetings due to security concerns. Shawn explains the School Board has used them with a link just to board members. He explains members sign in to a "waiting room" when everyone is there, an IT administrator at the SAU level pushes everyone into a "secured room" for their meeting. Joshua explains the infrastructure itself is not secured. Shawn reassures him there are different aspects of the platforms that are secure. Joshua notes his concern was for non-public meetings.

Dottie asks if she should send out the five-question questionnaire to the BOS for their review and decision. Steve asks if this is for Town departments or just Town Hall. Dottie believes it should be for all Town departments. Steve notes it is up the Fire Wards- he works for them. He notes the Chief of Police and the Fire Dept are notified of any active COVID-19 cases in Town. He has seen these notifications and the most he has seen is three active cases. He questions the accuracy of the statistics. He states that no firefighters have tested positive and he is not going to be taking their temperatures. Dottie suggests the firefighters take their own temperatures before starting their shifts and just e-mail them to their supervisors. Steve notes his group has enough common sense that if they have chills or a fever they are not coming in. He believes all these procedures are just recommendations and all they are doing is protecting the liability of the insurers if an employee comes to work and contracts COVID-19 and sues the Town. Dottie notes she is just trying to protect the Town staff. Shawn asks Dottie to write up her proposal and send it to the BOS. Sheila asks if they should post signs recommending masks for the upcoming ZBA meeting. Steve suggests the signs should read, "Put on a mask, sanitize, and enter at your own risk." Shawn notes he really liked that idea.

Paid Time Off Policy Change: Shawn realizes that Chief Parsons and LT Merced are still at the meeting and profusely apologizes for not acknowledging them earlier. They present the BOS with a proposal they have worked on with Dottie regarding changing the paid time off policy as was discussed at the June 15 BOS meeting. Chief Parsons would like the proposal to have a final review by the Town's Legal Counsel. The biggest change the proposal makes is that it allows unused time off to be paid out at the end of the year. The current 40-hour paid time off carryover for the police department is eliminated, so the BOS will no longer need to encumber funds to pay for those hours. Chief Parsons notes he is willing to leave copies of the proposal so the BOS can ask questions. Sheila asks if the proposed change is for the Police Dept. only. Chief Parsons notes that as written, it is for all Town employees, noting there are not many employees affected with the change. Steve confirms the unused paid time off would be paid at the end of December. Shawn asks how many weeks would be paid, noting that in theory an employee could take no vacation all year and have the total amount paid out.

Chief Parsons notes the proposal addresses his concern of not punishing his staff for being unable to take vacation. He reminds the BOS that it actually helps his budget because he does not have to back fill shifts at time and a half. Shawn notes the proposal would affect individual department budgets and could be managed at that level. He again expresses concern both for abuse of the policy and notes it is not healthy for staff not to take their vacations. Shawn suggests that perhaps limiting the amount of paid time off that can be paid out at the end of the year. Sheila motions to approve the proposed Paid Time Off policy changes pending final review by Town Counsel. Second by Joshua. Vote is unanimous (5-0)

COVID-19 Grant Update: Sheila informs the BOS the Town has received the check for the first round of the COVID grant. The check was for \$14,413.88. The money will be dispersed to each department for reimbursement of COVID related expenses.

Danville Lion's Club Donation: The Danville Lion's club has received a 48" bench from the TREX Corp. This bench was awarded through a collection of 500 pounds of plastic bags between September 2019 and February 2020. The Lion's Club had two collection centers: the Library and the Town Hall. They would like to donate the bench to the Town to be set up in front of the Veteran's Memorial in order to make seating available to view parades and military programs. Sheila notes the position of the bench would not interfere with the Flag Retirement area.

Dottie asks about the pre-existing benches. Sheila explains the bench would go towards the Timberlane graduation sign and provides a picture of the proposed placement. She notes the Lion's Club would also like to purchase a plaque that will be installed with the bench and shares a picture of that. Shawn suggests that the American Legion should have input into the request. Steve expresses his concern the bench would only be 5-7 feet off the road. Dottie notes that could be an issue in the winter. Shawn notes that it is a beautiful bench and suggests a better placement might be where the Welcome sign is. He notes a lot of people congregate around there because there is good shade. Parade participants would be able to utilize it there as well. Shawn also expresses concern the proposed location of the bench is too close to the road, and at the minimum would suggest moving the bench back towards the woods. He again suggests the Lion's Club work with the American Legion. Shawn explains he definitely approves the spirit of the gift, accepts the donation, and commends the Lion's Club for their community support, but just has some concerns about the proposed location.

Signature File: Shawn reviews the contents of the Signature File and passes the documents around for signing. Sheila reminds the BOS they need to discuss the Town closing for the July 4 Holiday as Town offices are already closed on Friday. After a short discussion, Sheila motions that the Town observe the July 4 Holiday on Monday, July 6. Second by Joshua. Vote is unanimous (5-0)

Steve notes the July 4 Holiday was listed as Friday on the Town Calendar and he scheduled it according to that. Shawn explains the change in the Holiday is for Town Hall staff only because they are already closed on Fridays.

Sheila asks if the Town is still moving forward with Old Home Days. Shawn believes the Recreation Dept. is still moving forward with plans. Dottie tells the BOS the Heritage Commission will not be participating this year. They are going to film a "virtual tour" of all their buildings and put it up on their website.

Shawn notes the BOS needs to accept the Warrant from the Town Clerk's office for unlicensed dogs. It will be given to the Police Dept. and to Sheila (ACO) in order to contact the individuals listed and write any summons required under the warrant. Sheila motions to accept the Warrant for unlicensed dogs. Second by Shawn. **(There is no vote called.- time stamp on the video is 2:09)** The document is sent around for signatures. Ratified by a vote on July 13, 2020.

Minutes: The BOS reviews the public minutes for the June 15, 2020 BOS meeting. Sheila motions to accept the June 15, 2020 public minutes as written. Second by Dottie. Vote is 4 yes, 1 abstention. Steve abstains.

The BOS reviews the minutes for the Non-Public meeting of June 15, 2020. A correction of 8:23PM is made to the time. Joshua motions to approve the June 15, 2020 Non-Public minutes as corrected. Second by Sheila. Vote is 4 yes, 1 abstention. Steve abstains.

III. Town Announcements

Open Committee Seats:

 **Cable Committee:-** one open position

June 29 is National Hug Day. There was very little participation.

There being no further items to discuss, Shawn adjourns the meeting is at 9:14PM.

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

Respectfully Submitted
Deborah A. Christie