



BOARD OF SELECTMEN
Town of Greenland • Greenland, NH 03840
11 Town Square • PO Box 100
Phone: 603.431.7111 • Fax: 603.430.3761
Website: greenland-nh.com

MINUTES OF THE BOARD OF SELECTMEN

Monday, June 07, 2021 – 6:30 p.m. – Virtual via Zoom

Members Present: Randy Bunnell, Jamie Connelly, Steve Smith, Richard Winsor

Members Absent: Rick Hussey

Staff Present: Matthew Scruton - Town Administrator

Also Present: Eric Weinrieb – Altus Engineering; Chief Tara Laurent – Greenland Police Department (Remote); Dennis Malloy – NH State Representative and New Generations Board Member (Remote); Jack Shephard – Building Inspector (Remote)

Chair Smith opened the Board of Selectmen meeting at 6:30 p.m. It was announced a quorum was present and the meeting was being recorded. Attendance was taken by roll call: R. Bunnell – present, J. Connelly – Present, R. Winsor – present, S. Smith - present.

I. APPOINTMENTS

1. Acceptance of Donation from Lowe's

Lowe's donated a number of boxes that included disinfectant wipes and hand sanitizers for use throughout the community. These items have been shared with the Police and Fire Departments; the Weeks Library and School have also been notified. Lowe's also donated a new pellet grill and grilling utensils to the Fire Department. Lowe's generosity to the Town is appreciated.

MOTION: R. Winsor moved to accept the donation from Lowe's to the Town of Greenland. A thank you note will be sent to Lowe's of Greenland. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith -yes. All in favor. MOTION CARRIED

II. PUBLIC COMMENTS

TA Scruton informed the Board that New Generations has changed ownership. The new owner is the Catholic Charities of New Hampshire. Dennis Malloy, NH State Representative and New Generations Board Member, joined the meeting remotely. He explained the strategic planning process for New Generations, which started before COVID. The mission of New Generations does not change. Catholic Charities of New Hampshire provides New Generations with an administrative 'back office'.

There is a limitation to the number of people who can be housed at New Generations. If there was a change in scope, it would be to enhance the current programs in place.

III. APPROVAL OF MINUTES

1. Monday, May 24, 2021

MOTION: R. Winsor moved to approve the minutes of Monday, May 24, 2021. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – abstain, S. Smith – yes. Three in favor, one abstained (R. Bunnell). MOTION CARRIED

IV. OLD BUSINESS

1. Police Department Computer Upgrade

Chief Laurent joined the meeting remotely to discuss the Police Department computer upgrade. Chief Laurent explained that access to the old data on the old police software (IMC) has become an issue. The Police Department has been on Rockingham for four years; the historical data must be considerably older before it is no longer necessary to access the information easily. The IT contractor has looked into several different services that can handle the data; the cost will be approximately \$5,000. The Barracuda System will allow access to the old data for years. Chief Laurent requested the additional funds be taken from the Police Department CRF. She did not think it would prohibit any future purchases this year.

R. Bunnell stated the pricing was reasonable and questioned the encryption and hosting. Chief Laurent responded that it will be hosted and encryption was a concern. The Police Department is required to have encryption due to the type of information they send back and forth through closed networks. She did not think the Barracuda program took away from or added encryption.

MOTION: R. Bunnell moved to approve the additional \$5,000 expenditure to finish the Police Department server upgrade. Funds are to be taken from the Police Equipment CRF. Second – R. Winsor; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

2. Bayside Road Update

Eric Weinrieb, Altus Engineering, joined the meeting in person to discuss the contract documents for the Bayside Road Reconstruction Project. Dick Rugg, Stratham Lane, was also present to comment on the project.

The plans and bid specs are dated June 01, 2021. A full survey was not done; GIS and the site walk were used to determine the length of the roadway. The project limits run from the railroad tracks back to Caswell Drive and 100 feet before Foss Brook. The two culverts will be on the outside of the work limit; they will not disturb any work. It has been reported that there is between 8 inches and 10 inches of pavement. Adding more pavement would not help in the long run because there is nothing underneath. They want to do a really good long-term fix. On these type of projects, the whole road is milled and stone added to tighten it up and give it structural integrity, then a 2 ½ inch binder is put on top.

E. Weinrieb explained the bid process and how it will be monitored. The wildcard is how police details will be handled. Chief Laurent would like to have a police detail when there is a lane closure. E. Weinrieb continued that the detail process needs to be discussed further with Chief Laurent. They have talked to other contractors about police details on rural roads. Portable signals can be rented for \$3,000

per month. It would save money, but Altus Engineering was not suggesting one way or another. There was a concern that a detail would not always be available.

R. Winsor was concerned about the need for a police detail and hoped to clarify that the project could move forward in the event resources were not available. Chief Laurent joined the meeting remotely. She has spoken with Cory Belden, Altus Engineering. Chief Laurent felt a police detail was needed on Bayside Road because there is a curve and grade, and people do not do the speed limit on that road. There will always be an officer on site, even if it is from a neighboring town. There would be no charge for the vehicle with blue lights that would be on site. Different stages will require a moving lane shift detail. Chief Laurent suggested using one officer and a flagger at the other end, having someone in charge of the detail. This would keep the cost down as much as possible. Chief Laurent's concern with the stop light was that it should not be used for a moving project. They would be moving as the road was torn up and working on the side of the road where there is no shoulder. For safety reasons, an officer needs to be on the road.

R. Bunnell liked the idea of one officer and one flagger. Chief Laurent added that Bayside Road is used for a cut-through. E. Weinrieb noted there would be significant signage; Chief Laurent commented that signage is definitely helpful but does not replace someone on site. E. Weinrieb stated that once the project was completed, there would be more issues than before due to it being a really nice road.

J. Connelly asked who was authorized to move the portable signals if the project was constantly moving. E. Weinrieb responded he has never used them but thought an individual had to go through a training/licensing process. E. Weinrieb will adjust the bid document to include that one uniformed officer is required to be on duty along with one flagger.

D. Rugg questioned why culverts were being replaced. E. Weinrieb stated that there is a 15-inch corrugated metal culvert that is rotting (west of Foss Brook and at the crest of the hill before 192 Bayside Road). D. Rugg continued that culverts can be replaced or a plastic insert could be added to a culvert. The State of New Hampshire put a plastic insert in a culvert under Post Road that drains into Sanderson Pond. If a plastic sleeve is jacked through the culvert, a third more water would flow through the culvert.

D. Rugg continued that grinding was alright in some places but did not feel it was practical in other places for the cost. A ton and place bid was used for 30 years in Town; D. Rugg did not feel that Bayside Road needed to be ground. He suggested sending out two bids: a ton and place and the bid from Altus Engineering. The base is basically there. If it is ground, fluffed up, rolled, water put on it and rolled again, it would still settle; Mother Nature does a better job.

E. Weinrieb stated the culvert is being replaced because the work is being done in that area. If they were not digging up the road, he would consider a slip line in the culvert. There was not a heavy flow through that culvert; he was not going to pave a road over a 30- to 40-year-old culvert that would need to be dug up in the near future.

TA Scruton reminded the Board that Altus Engineering is preparing a major plan for Town roads. There may be other roads that would require only a shim and overlay.

MOTION: R. Winsor moved to approve the RFP documents submitted by Altus Engineering for the Bayside Road Reconstruction Project and to go out to bid. The Town Administrator may work with Altus Engineering to adjust dates, if necessary. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

3. Other Old Business

Fire Department Hiring Update: The Fire Department is losing part-time personnel for full-time positions in other towns. Chief Cresta would like to increase the part-time hours to 36, noting that the State would not approve. The Town's Personnel Policy limits part-time employees to 24 hours. Chief Cresta asked for clarification and if anything could be done to increase the hours from 24 to 36 for part-time personnel. It was noted that the most hours could be increased to would be 34.

TA Scruton, referring to the Personnel Policy, explained that the original Group I requirements were based on NH Retirement; 35 to 39 hours would make an individual eligible for NH Retirement. That requirement does not apply to Group II, Police and Fire, which is a different category. They are included in the same category in the current Personnel Policy.

Liz Cummings, Finance Director, has spoken to NH Retirement. TA Scruton's understanding was that employees working less than 40 hours for Class II can be considered part-time, if it is clear that is the Board policy.

Chief Laurent addressed Group II. Currently, part-time police and fire personnel hours are based on a yearly total; she thought it may be 1,360 hours (applies to a retiree who is still working). Straight part-time is 1,300 hours per year. The annual hours worked was changed with legislation last year. Chief Laurent noted that fire departments have exceptions for working structure fires and/or wildfires.

R. Winsor noted that HR laws can be 'sticky'. There is a fair amount of exposure if done wrong. He questioned the available resources to get a professional opinion. Chief Laurent recommended contacting the Fire Academy for any limitations they may have as well as the New Hampshire Retirement System (NHRS) or New Hampshire Public Employee Labor Relations Board.

R. Bunnell commented that a motion could be made for up to 25 hours per week not to exceed 1,300 hours per year. It would be an option in the Personnel Policy. R. Winsor agreed, adding he would like to have an expert opinion. S. Smith noted there have been changes to the law since that section of the Personnel Policy was done in 2008. TA Scruton suggested consulting NHMA; they provide free legal advice. Drummond and Woodsum may be able to provide insight. S. Smith suggested researching the New Hampshire Retirement System and New Hampshire Public Employee Labor Relations Board websites. Some of the new laws have not been mandated.

J. Connelly questioned hiring a payroll company. A payroll company may be able to handle some of the HR issues so legal would not have to be consulted as much. This may have to be a consideration moving forward. J. Connelly noted that things seemed to be getting more complex. It may be time to 'pull the plug' and find a company that could navigate the waters.

Chief Cresta updated the Board that he had three candidates for two full-time positions. One candidate, who has been on the department per diem, will leave if not selected.

R. Winsor asked TA Scruton to contact the various organizations mentioned as well as NHMA for any information they can provide. TA Scruton clarified that the recommendation, if agreeable to Chief Laurent and Chief Cresta, was to meet to review the Personnel Policy may be necessary based on the current changes and any in the foreseeable future.

Further discussion was continued to the next meeting.

V. NEW BUSINESS AND ADMINISTRATIVE

1. Waste Management: Bulky Waste Agreement

The Town has an existing agreement until December 2021 with Waste Management. They have contacted TA Scruton to start discussions about a new contract. Going out to bid could result in an increase in the rate initially offered by Waste Management. TA Scruton recommended moving forward with the contract from Waste Management. The new agreement would be approximately a 4% annual increase. TA Scruton felt it was a reasonable increase and encouraged the Board to lock into the proposed contract; they have been a good partner with bulky waste. TA Scruton further explained that bulky waste was different than the general MSW trash which gets incinerated. S. Smith added that Transfer Station fees should be reviewed.

R. Winsor asked TA Scruton to make a counteroffer: 2021 to 2022 the Town would consider agreeing to a 4% increase; extend the contract to 2025 with a 2% increase each year after (2023 to 2025). TA Scruton will have the fees collected for bulky waste available to the Board. Fees will be discussed after the discussion with Waste Management. R. Bunnell asked if the fees could be compared to other towns using Waste Management or another similar company; TA Scruton will research.

Further discussion was tabled.

2. Drainage Easement Access Agreement Approval

The resident at 40 Seavey Way submitted an agreement for the Town to review and approve. The resident was concerned about the fact that his fence was located within a drainage easement area. He wanted to clarify that the Town, before going on the resident's property, would give notice as allowed, shut the gate, some basic requests like that; they seem like very easy things for the Town to comply with. TA Scruton added that quite frankly the Town would probably do this anyway out of courtesy. He did not have any problem with signing the agreement. Mark Fougere, the Planning Board Consultant, has reviewed the document and agreed it was fine and recommended Board approval.

R. Winsor asked for clarification: the easement existed before the fence, right? TA Scruton's response: yes. R. Winsor continued: they are looking to modify an existing easement to place a higher burden on the Town. TA Scruton: they are not asking for modification of the deeded easement which is part of the deed. They are asking for an agreement that will state the Town will give the homeowner 24-hour notice before coming so the owner can take their pets inside. They are asking that the Town ensure the gates be closed at all times and in the event a piece of equipment is wider than 48 inches that the Town give as much notice as possible to the homeowner so the fence arrangements can be organized.

TA Scruton continued: A former Building Code Officer in Town approved construction of the fence, verbally, knowing it was within the easement area. Normally, a fence would not be allowed in an easement area. The mere fact that the Town allowed it will be hard for the Town to take a position saying 'well, now we think you should move it outside of the easement', which would be a prohibitive cost to the property owner. We see this as a win/win solution. It still gives us to access the property should we need it and puts the homeowners concerns at ease. We would try to give notice anyway, though.

R. Winsor: Whether the fence is in the easement or not was irrelevant. It is in the easement. The easement was pre-existing. So, he built a fence in the easement, great. It is a drainage-type easement so it is not really that important. However, R. Winsor was not inclined to say that he was going to burden the Town to say that you must give 24 hours. As a Town, we will make every best effort we can to give you 24-hours notice. However, if there is an emergency or something like that in the event we cannot give 24-hours, R. Winsor was not going to hold the Town to that. He would be inclined to go back to the homeowner and say 'listen, we will work with you, we will give you our best effort. In any event, we will do our best to make sure you have 24-hour notice'; we try to do that anyway. But R. Winsor would not be in support of a legal document binding the Town to that. Because in 10 years if something happens, someone is going to go there to that easement, they do not know the document exists. It is not really practical for the Town to try to manage that.

R. Bunnell asked if there had been problems and was that why the homeowner wanted to do an agreement. TA Scruton responded: No, as R. Winsor mentioned it was a drainage easement that we likely will not need in the foreseeable future. Every now and then you have a 'storm of all storms' (example: the Mother's Day flood) where you have 11- or 12-inches of rain over a couple of days. If there were an issue, the issue would probably first develop on this property owner's property and they would be the first to complain about the issue. So, they would welcome the Town to come out and resolve the drainage issue.

R Winsor: The probability that we have to go there is relatively low. It is not like we are kicking around drainage easements all the time. There is one running down beside his house. The Town has access to that. If you have to pull a piece of equipment through there to do some work to regrade it or something, he cannot stop you from doing that. If he put a tree there, which he did, you have to take it down; that was an easement and that was a risk.

J. Connelly: The problem was that the previous Building Inspector/Town Inspector, there is nothing in writing. R. Winsor: Right, exactly there is nothing in writing. J. Connelly: And that is the issue. Until there is a resolution between the Town and the homeowner, the homeowner does not have a clean title on his property. R. Winsor: He has clean title. J. Connelly: No. R. Winsor: He has a fence. J. Connelly shook his head 'no'. R. Winsor: That should not affect his title. J. Connelly: It does from, he thought, the builder; Chinburg, right? He was told that he did not have a clean title because this particular easement issue with the fence was not settled. R. Winsor: That did not make sense. Because if the homeowner put the fence in...did Chinburg put the fence in? J. Connelly: Chinburg. R. Winsor: He needs to speak to Chinburg.

R. Bunnell: Are there any agreements like this with any other easements? TA Scruton was not familiar with any; it was a new one for him. R. Bunnell shared R. Winsor's concerns about emergencies, but why set a precedent with the agreement? R. Winsor: Did not think it was necessary. The odds were that we would never be out there. If we are out there, we would call him anyway or it would be an emergency. R. Bunnell: As a courtesy we would do that. TA Scruton: As he mentioned, the property owner's property would be one of the first impacted so they would likely want the Town to come out to resolve the matter. It was a request from the homeowner.

As J. Connelly mentioned, the property owner was concerned with their deed. TA Scruton will reach out to the property owner, as the Board has mentioned, and let them know that the Town will certainly give as much notice as possible prior to going in and note they have pets and see if that helps resolve their concerns. TA Scruton continued that he does know they have consulted with an attorney on this document. They invested money to try to resolve this through an agreement instead of verbally. He will

let them know verbally we will do our best to give them advance notice. Advance notice is not always something that is practical.

Jack Shephard, Building Inspector, joined the meeting remotely and was familiar with the issue. He was familiar with the property and the homeowner and has looked it up on the GIS mapping and going out there and looking at it. He did have a problem. He understood the previous Building Inspector who was in charge at the time probably did not do his due diligence laying the lot out properly as far as the fence. However, giving up the Town's rights to that easement and letting homeowners use that property fenced in, kind of limits us if we had to get in there on an emergency basis. We do not know what is going to happen and he did not understand why the homeowner cannot move the fence back to where it belongs. He was well aware of the easement when he bought the property. It is up to his fence company to verify and have it surveyed, not the Town.

S. Smith thanked J. Shephard and added that like J. Connelly said earlier, it was Chinburg who put the fence in before the homeowner realized where the fence was going. S. Smith believed it fell back on Chinburg, the developer. At this point, he would let the homeowner know that it was back in his lap, basically. He understood the former Building Inspector gave him the verbal okay, but it should have been on the plan before it was put in.

TA Scruton asked if the Board would consider a modification of the proposed 9agreement in such a way that it did not bind the Town. For instance, on Number One instead of saying the "Town will notify 24-hours prior", the Town will make best efforts to notify the homeowner 24-hours when practical. Something like that gives the homeowner security that the Town will make best efforts but at the same time should there be an emergency we are not bound to that. R Winsor: He did not see the need for an agreement here. What are we doing? We are saying we are going to do our best? That is what we are going to do anyway. R. Winsor was not asking him to move the fence; he could care less about that. It is in a drainage easement. If something happens to the fence, because it is a drainage easement it gets washed out, R. Winsor did not want any part of that.

MOTION: R. Winsor moved to deny the Drainage Easement Access Agreement Approval for the property at 40 Seavey Way. Second – R. Bunnell; roll call vote: J. Connelly – no, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. Three in favor, one against (J. Connelly). MOTION CARRIED

TA Scruton will notify the property owner of the Board's decision. He will also remind him that the Town will make the best effort to notify him. R. Winsor stated the Town wanted to work with him.

3. Elderly Exemption

The assessor recommended the approval of the Elderly Exemption for the resident at 36 Downs Avenue. The criteria has been met.

MOTION: R. Winsor moved to approve the Elderly Exemption for the resident at 36 Downs Avenue (R9, 6). Second – R. Bunnell; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

4. Other New Business

Board Informational Packets: R. Bunnell requested that because we are a Google shop, was it possible to start creating a Google Drive with these documents so they could access them electronically. TA Scruton

explained they are scanned as a pdf and it could be emailed to the Board. The internal drive is backed up to the cloud. We have not been using Google Drive. TA Scruton suggested he meet with R. Bunnell about setting that up for the Board to access the documents electronically.

VI. ACCOUNTS PAYABLE – THURSDAY, JUNE 10, 2021

1. Payroll Manifest 21-12

MOTION: R. Winsor moved to approve the Payroll Manifest, pay date June 10, 2021. Gross amount, excluding payroll liabilities: \$68,387.21. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

2. General Fund Manifest 21-12

J. Connelly asked if the Town Hall needed to be cleaned every week. TA Scruton explained that the Town Hall had been cleaned weekly since the COVID pandemic. Window cleaning and sanitizing are done as well as vacuuming and dusting. During the pandemic it was a necessity when we were unsure of what COVID was and we wanted to make sure everything was good. At this point, if the Board were agreeable, it could be reduced. There is no weekly contract. R. Winsor stated some people were still uncomfortable and suggested it be discussed again at a late July meeting.

MOTION: J. Connelly moved to approve the General Fund Manifest of Unpaid Bills Detail as of June 10, 2021, in the amount of \$1,383,405.67. This manifest includes a Greenland School District payment in the amount of \$1,326,275. Second – R. Bunnell; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

3. Capital Fund – Library Manifest 21-06

MOTION: R. Bunnell moved to approve the Capital Fund – Library Manifest of Unpaid Bills Detail as of June 10, 2021, in the amount of \$82,624.45. Funds are to come from Warrant Article 16 approved by the Town in March 2021. Second – R. Winsor; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

VII. NON-PUBLIC

1. Legal

MOTION: R. Winsor moved to enter into non-public session under RSA 91-A:3 II(I) at 7:55 p.m. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

MOTION: R. Winsor moved to leave non-public session and return to public session at 8:16 p.m. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

MOTION: R. Winsor moved to seal the minutes of the non-public session. Second – R. Bunnell; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

MOTION: R. Winsor moved to accept the settlement offer from Fairpoint Communications in the amount of \$31,638.72. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

MOTION: R. Winsor moved to accept the settlement offer of \$20,000 from 1088 Portsmouth Avenue. Second - J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

VIII.ADJOURNMENT

MOTION: J. Connelly moved to adjourn at 8:19 p.m. Second – J. Connelly; roll call vote: J. Connelly – yes, R. Winsor – yes, R. Bunnell – yes, S. Smith – yes. All in favor. MOTION CARRIED

NEXT MEETING

Monday, June 21, 2021 – 6:30 p.m., Town Hall Conference Room & Zoom

Submitted By – Charlotte Hussey, Administrative Assistant

Approved: 06.21.2021