

**AVON TOWN COUNCIL  
MEETING MINUTES  
October 23, 2018**

**I. CALL TO ORDER**

The meeting was called to order at 7:30 p.m. at the Avon Town Hall, in the Selectmen's Chamber by Chairperson Maguire. Members present: Mrs. Maguire, Messrs: Bernetich, Stokesbury, Pena, and Speich. A quorum was present.

**II. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Chairperson Maguire.

**III. PUBLIC HEARING:** None

**IV. MINUTES OF PRECEDING MEETING:** September 6, 2018  
September 13, 2018 Special Meeting  
September 20, 2018

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council accept the minutes of the September 6, 2018 Meeting as presented.

Mrs. Maguire, Messrs: Pena, Speich, Stokesbury, and Bernetich voted in favor.

On a motion made by Mr. Pena, seconded by Mr. Stokesbury, it was voted:

**RESOLVED:** That the Town Council accept the minutes of the September 13, 2018 Special Meeting as presented.

Mrs. Maguire, Messrs: Pena, Stokesbury, and Bernetich voted in favor. Mr. Speich abstained.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council accept the minutes of the September 20, 2018 Meeting as presented.

Mrs. Maguire, Messrs: Pena, Speich, and Stokesbury voted in favor. Mr. Bernetich abstained.

**V. COMMUNICATION FROM AUDIENCE** - None

**VI. COMMUNICATION FROM COUNCIL**

Mr. Stokesbury commented on East Hampton, CT who is voting on their fourth referendum for the current year budget today; they have had a strike vote where a certain percentage of the population is voting no in order to increase the budget. He also commented on West Haven who was hit with a ransomware attack and forced to pay \$2,000 to get out and should be a cautionary tale to us and every other business and municipality.

Mr. Pena commented on the ransomware and \$2,000 which may not seem like a lot but it is the principle that it is happening.

Chairperson Maguire commented that the Public Information Meeting on October 4<sup>th</sup> went really well; thought it would be more well attended but there was good support for both of the projects, good comments made, and appreciates the people that came. She addressed a concern for a lot of parents in Town with the jeweling/vaping issue that is now all over the news; she noted that last night Hartford voted to raise the age to buy electronic cigarettes and she thinks it is something that Avon should start looking at and create better awareness and hopes to add it to our agenda at our next meeting; it is an issue at the high school and middle school, at all schools so we should be proactive and take a look at that.

## **VII. OLD BUSINESS**

### **13/14-48 Presentation, Discussion and Action Regarding Infill Material: Avon High School Synthetic Turf Field and Track Improvement Project**

Chairperson Maguire commented that this has been an ongoing concern in the community; we talked about it during our joint meeting with the Board of Education and we determined that tonight we would reach a decision on the infill that is selected so we can move ahead to referendum and everybody knows what it going to happen. She introduced Jesse Harris, BSC Group.

Jesse Harris, BSC Group, made a brief presentation (which is attached and made part of these minutes). He noted that Infill Comparison Matrix has been revised since the last time Council saw it and they include the removal of material such as sand and proprietary products as our performance specs are non-proprietary. He clarified that regardless of the infill type our specifications will require a significant amount of performance and safety testing at a minimum those are eight tests and guidelines from the Synthetic Turf Council as well as FEFA so we have to abide by a certain criteria under any infill scenario and in a lot of these scenarios that is where the pad comes into play; all of these infill materials are a combination of the material as well as raw sand which provides the ballast to give the weight in the infill to hold the carpet in place as well as reduce the overall cost and requirement for the depth of the infill materials. He added that coated crumb rubber was the original type that came from Sub-Committee. He noted that many playgrounds use the EPDM infill type. He added that the last four infill types listed are the more natural products on the market today. He noted that with acrylic-coated sand can be coated with an acrylic palmer which helps encapsulate the sand so you reduce your risk of silicosis which can be inhaled, silica sand, which can potentially lead to cancer; generated out of the desire for landscape turf, your backyard, a lot of use down south and in California, with pets using them. He noted that in terms of performance a pad is required to achieve the performance standards, specifically the G-Max which is the impact the player would fall onto the surface and (HIC) Head Impact Criteria, a fall of three meters onto the surface so anything below a 1,000 is generally considered safe and these are also (ASTM) American Society Testing Materials standard type tests as well and very similar tests that are done on playgrounds at schools; some feedback from players/coaches is that it plays a little fast, a firmer surface than crumb rubber but also has a tendency to play slower for small ball sports like field hockey and lacrosse because you are trying to play rebounds on the surface itself. He noted that maintenance on the coated crumb rubber is pretty insignificant; the benefit of the coated sand is the higher bulk density so the material doesn't easily displace or migrate as the players use the field; that doesn't reduce the need for maintenance, grooming and brushing but does reduce voids and low spots in the infill in

the high impact areas. He added that we have been seeing 100 to 200 lbs. of top dressing per year from general migration outside the field area that can't be recaptured during the maintenance process. He compared the square foot cost with the coated sand, no plain sand as in all the other materials. He also did a complete project cost. He highlighted the remaining infill types. He noted that your project will have a quick connect irrigation handle at the field to connect a hose for a quick wash down.

Mr. Harris exchanged conversations with Tim Filon, Athletic Director, as we wanted to get input and Mr. Filon said that he was comfortable with the coated sand product and spoke to South Windsor who has the same material and have been very happy with it so far; he had some concerns about the coconut from some information he had gathered from Hamden which had issues with material floating in a heavy flooded rain event; he was okay with the coated sand from his perspective, the players' and the coaches' perspective. Mr. Harris commented that he thinks the coated sand is probably the next best alternative; it is a good balance of performance; we have eight standard tests that we run on the turf field post-installation so no matter what we are going to achieve that and that is really the pad underneath as well as a good balance of cost; in the research there is less TPE and EPDM materials that may perform better and perform similarly to crumb rubber but they are so cost prohibitive there are very little fields with that product. He noted that the coated sand has a 16-year warranty to warrant against the degradation around the coating of that sand; all the other products carry a turf standard 8-year warranty; that as well as the reduced maintenance in terms of top dressing material it tends to stay in place, it has a higher density so it doesn't displace in those high traffic areas. Chairperson Maguire commented that at some point you do have to add into it. Mr. Harris responded yes; it will still get in your shoes which will carry off, it will displace around the edges outside of the field, it is very minimal and our specifications will provide stock for that very purpose and we will make sure that there is appropriate quantity to cover you for every year of the maintenance warranty. The Town Manager commented that in terms of Mr. Harris' recommendation, that is what the research has borne out; we had the Assistant to the Town Manager do a survey of all of the communities in our conference and the most common infill material is coated crumb rubber and if decided that we don't want to go in that direction the next most common is the sand and from there it really drops off so his recommendation would be the same as Mr. Harris' and it is important that Mr. Filon has weighed in on this.

Mr. Stokesbury commented that as part of the Assistant to the Town Manager's research she found that the city of Hartford had passed an ordinance barring certain infills. He asked Mr. Harris if he was familiar with that. Mr. Harris responded yes; we did a field prior to that; he knows that the new stadium is going the coconut route he believes. Mr. Stokesbury questioned if the acrylic coated sand would be barred by the city of Hartford ordinance. Mr. Harris responded that he doesn't think it would be. The Town Manager commented that it just covers the rubber; they have a couple of fields that are rubber and have no plans of switching those over any time soon. Mr. Speich questioned the temperature of the sand being by color. Mr. Harris responded that compared to crumb rubber the sand is thirty degrees plus or minus to the less, that is the green or tan color. Mr. Speich commented that he was on the South Windsor field and you could tell the difference between that and Simsbury's field; the sand field was firmer, it felt more natural to him. Mr. Harris responded that the rubber gives you that springiness; the sand won't give you that but that is why we have the pad. Mr. Pena commented that after these meetings the coated sand is something that we should go with, not because of the financial part of it but the

safety aspect of it. The Town Manager commented that there have been a few issues with these installations that we have been watching (Bristol, Guilford, and Simsbury).

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council approve the selection of acrylic coated sand as the infill material for the Avon High School Synthetic Turf Field and Track Improvement Project.

Mrs. Maguire, Messrs: Pena, Stokesbury, Speich, and Bernetich voted in favor.

**13/14-48     Avon High School Synthetic Turf Field and Track Improvement Project:**  
**To consider and act on a resolution recommending an appropriation and**  
**borrowing authorization for various improvements to athletic facilities**  
**located at Avon High School, and setting the dates for a Special Town**  
**Meeting and referendum to consider and act on the proposal**

Chairperson Maguire commented that this is our last chance to advocate in a meeting setting for this field; after that we can only talk about factual information, we cannot say how we want it or don't want it. She noted that this project has been so long coming since 2007 in the Plan of Recreation and Parks; we have been talking about this; she wholeheartedly support this project; she thinks we need to have a field in this Town that we can use rain or shine and it will save us overall as far as transportation when we have to go to other fields in Simsbury for practices or games; we are spending a lot to get there but we are also going to save a lot because we are not going to be paying for these transportation costs and it will be a great thing for our community; having a new 8-lane track would be wonderful for us, we can host invitationals and the community can use it as well; we'll have this for youth lacrosse, youth soccer; so she wholeheartedly hopes that this Town will support it.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

RESOLVED, that the Town Council recommends to the Town Meeting that the Town of Avon: (a) appropriate \$2,995,000 for costs related to the various improvements to athletic facilities located at Avon High School, contemplated to include installation of a synthetic turf multi-purpose athletic field, an eight-lane track, and associated site improvements; and (b) issue bonds or notes and temporary notes in an amount not to exceed \$2,995,000 to finance the appropriation. The Town anticipates applying not in excess of \$50,000 of the appropriation to reimburse the Turf Field Project capital projects account for preliminary expenditures on the project.

FURTHER RESOLVED, that the foregoing proposal be considered by a Special Town Meeting to be held on Monday, November 5, 2018 at the Avon Senior Center, 635 West Avon Road in Avon, Connecticut, at 7:00 p.m. and that, in accordance with Section 10.3.2 of the Town Charter, a referendum vote on the foregoing proposal be held at a reconvened town meeting on Wednesday, December 12, 2018 between the hours of 6:00 a.m. and 8:00 p.m. The Town Clerk shall cause to be prepared and published in a newspaper having general and substantial circulation in Town, a notice of the Special Town Meeting and of the referendum vote.

FURTHER RESOLVED, that the Town Clerk, in her discretion, is authorized to prepare and to cause to be printed and distributed in an explanatory text with respect to the aforesaid question to be submitted to the voters at referendum, and the Town Manager, in his discretion, is authorized to prepare and distribute additional explanatory materials with respect to such question, such text and explanatory material to be subject to the approval of the Town Attorney

and to be prepared and distributed in accordance with Section 9-369b of the General Statutes of Connecticut, Revision of 1958, as amended.

Mrs. Maguire, Messrs: Speich, Pena, Bernetich, and Stokesbury voted in favor.

**16/17-51      Town and Public Safety Communications System Replacement Project:**  
**To consider and act on a resolution recommending an appropriation and borrowing authorization for replacement of the communication system serving the Town's Police Department, Volunteer Fire Department, Emergency Management operations, Department of Public Works and Board of Education, and setting the dates for a Special Town Meeting and referendum to consider and act on the proposal**

Chairperson Maguire commented that this is our last chance to advocate on this referendum item. Mr. Speich commented that we heard it all and the importance of it at our meeting the other day; it is clear and has been clear for a number of years and the Fire and Police Departments know the system has been through a lot of band-aids and fixes and it is time that we do step it up to today's standards and spend the money for this; he is in favor of it. Mr. Stokesbury seconded Mr. Speich's thoughts. Mr. Pena did too and added that this is something that we have been looking at for many years; it is a very important form of communication and because of that it is important that we look at the fact that this is our daily lives, for protection and for many other reasons; the Police Department made a presentation regarding some of the difficulties they had in communicating from one department to another as well as to another office so he is very hopeful that this will make this a much better situation for them. Mr. Bernetich seconded Mr. Speich's comments. Chairperson Maguire commented that she feels that we really owe the taxpayer is public safety and keeping the citizens of Avon protected on a daily basis and it is so important that this is done and done right and it will create such a great communication system between five real key parties in a situation or emergency which we hope we never but truly this is a great thing and she hopes wholeheartedly that this passes so spread the good word.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

RESOLVED, that the Town Council recommends to the Town Meeting that the Town of Avon: (a) appropriate \$3,890,000 for costs related to the replacement of the communication system serving the Town's Police Department, Volunteer Fire Department, Emergency Management operations, Department of Public Works and Board of Education, contemplated to include replacement of the Town's existing conventional analog public safety radio system with a 700 MHz radio system meeting the Project 25 (P25) standard including the acquisition and installation of dispatch consoles and user devices, the installation of a new radio tower and related improvements to the existing Huckleberry Hill tower location on Kingswood Drive, site improvements to the existing tower sites on Deercliff Road and Ridgewood Road, and related work and improvements; and (b) issue bonds or notes and temporary notes in an amount not to exceed \$3,890,000 to finance the appropriation.

FURTHER RESOLVED, that the foregoing proposal be considered by a Special Town Meeting to be held on Monday, November 5, 2018 at the Avon Senior Center, 635 West Avon Road in Avon, Connecticut, at 7:00 p.m. and that, in accordance with Section 10.3.2 of the Town Charter, a referendum vote on the foregoing proposal be held at a reconvened town meeting on Wednesday, December 12, 2018 between the hours of 6:00 a.m. and 8:00 p.m. The Town Clerk

shall cause to be prepared and published in a newspaper having general and substantial circulation in Town, a notice of the Special Town Meeting and of the referendum vote.

FURTHER RESOLVED, that the Town Clerk, in her discretion, is authorized to prepare and to cause to be printed and distributed in an explanatory text with respect to the aforesaid question to be submitted to the voters at referendum, and the Town Manager, in his discretion, is authorized to prepare and distribute additional explanatory materials with respect to such question, such text and explanatory material to be subject to the approval of the Town Attorney and to be prepared and distributed in accordance with Section 9-369b of the General Statutes of Connecticut, Revision of 1958, as amended.

Mrs. Maguire, Messrs: Speich, Pena, Bernetich, and Stokesbury voted in favor.

**18/19-16     Appointment: Avon Water Pollution Control Authority (U – 12/31/2021)**

On a motion made by Mr. Speich, seconded by Mr. Stokesbury, it was voted:

**RESOLVED:** That the Town Council appoint Randall Bowers to the Avon Water Pollution Control Authority to fill a vacancy with a term to expire on December 31, 2021.

Mrs. Maguire, Messrs: Pena, Speich, Bernetich, and Stokesbury voted in favor.

**18/19-17     Appointment: Board of Assessment Appeals (R – 12/31/2021)**

On a motion made by Mr. Speich, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council appoint Eileen Reilly to the Board of Assessment Appeals to fill a vacancy with a term to expire on December 31, 2021.

Mrs. Maguire, Messrs: Pena, Speich, Bernetich, and Stokesbury voted in favor.

**18/19-20     Placement of Political Signs at Polling Locations**

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council remove agenda item 18/19-20 Placement of Political Signs at Polling Locations from the agenda.

Mrs. Maguire, Messrs: Pena, Stokesbury, Bernetich, and Speich voted in favor.

**VIII.   NEW BUSINESS**

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council move agenda item 18/19-24 Collective Bargaining Agreement between Avon Board of Education and Avon Education Association to the first item under New Business.

Mrs. Maguire, Messrs: Pena, Stokesbury, Bernetich, and Speich voted in favor.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council move agenda item 18/19-21 Acceptance of Gift to the end under New Business.

Mrs. Maguire, Messrs: Pena, Stokesbury, Bernetich, and Speich voted in favor.

**18/19-21     Acceptance of Gift**

The Town Manager reported that Mr. Gokcen and his family recently moved into Avon from Florida; Phil Schenck's wife was their real estate agent and Phil suggested Mr. Gokcen come in and talk to him, he had a delightful conversation with Mr. Gokcen and he brought in this very nice bowl and some Turkish candy. He told Mr. Gokcen that it would be on the agenda for acceptance tonight, he couldn't make it but he is very interested in getting involved in any volunteer opportunities that might come up.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council accept the gift of a Turkish art glass bowl from the Gokcen Family.

Mrs. Maguire, Messrs: Speich, Pena, Stokesbury, and Bernetich voted in favor.

### **18/19-22      Contract Recommendation: SCBA Equipment for AVFD**

Chairperson Maguire commented that the AVFD has received a grant for \$277,000 which will offset the cost of the self-contained breathing apparatus (SCBA) and we have a balance from the total of \$500,000 which was planned for in our capital.

Assistant Chief Joe Speich thanked the Town Council for their support for the Department; we are always pretty capital heavy and try to offset things as we can; we applied and received a grant from FEMA for \$277,000 to put towards this project and takes care of a good chunk of money for our project. He also thanked the Assistant to the Town Manager who helped in getting everything squared away. He noted that he brought a demo pack here; we had a SCBA committee over the last fourteen months, we met on a monthly basis going over the major manufacturers of the SCBA; the major manufacturer is Scott which is who we use now and this one here which we decided to go with is the G-1 model with MSA; the manufacturers came out and gave presentations as to what their equipment offers and makes it better than something else. He highlighted some of the differences that they looked at; this mask gives better visibility than our current masks; one of the best features is the voice integration, the Scott system is mounted on the mask versus this one that is mounted on the actual air pack, one of the largest selling points as when they are on the mask and breathing air it is like you are standing right next to somebody having a conversation as we are now as opposed to how they do it now with a lot of screaming going on and hard to hear; the adjustable lumbar support can be fit to any of our firefighters and moves the pack up and down depending on their height; some of the packs will have a built in thermal camera on the actual SCBA, that doesn't offset us using our hand held ones we use now but it gives the officer or leader of the crew that went into that building a real quick look around to see what is going on and the remaining crew will use the hand held thermals; MSA is running a reduction in price on the thermal imaging feature so they knocked off \$185 a unit. He added that some members expressed concerns of interoperability with our surrounding towns as many use Scott but it has a universal connection on the back that will allow any department around us to feed our air packs in case something goes wrong inside where they need extra air. He added that with our current SCBAs we have to replace a lot of batteries on it, this one has a rechargeable battery pack; we will have extras in the firehouse so as our members do the weekly inspections on our breathing equipment we can swap it out with another one. Chairperson Maguire questioned how long the rechargeable battery will last. Joe Speich responded that they have had this feature for a while without any issues. Chief Trick commented that the rechargeable battery offers 40 hours of continuous use; it is a lithium ion battery; a

buckle of the SCBA is used to take it out. Mr. Speich questioned how much each pack costs. Joe Speich responded about \$5,000 which is about \$1,000 less than Scott is. Mr. Speich commented that he is trying to give everyone an appreciation for what is hanging off the back of you guys, \$5,000 worth of equipment is pretty expensive stuff. Mr. Stokesbury questioned how they are distributed to the members of the organization, how does it work on a call. Joe Speich responded that all of these are kept on our trucks, all of our trucks have brackets and part of this project is replacing some of the older brackets that don't hold the SCBA how it should be; typically our trucks have room for six firefighters so there is an SCBA on the truck for them, and the four chiefs get an air pack to keep in their car because typically they go to the scene and we maintain six packs that are just for training and if one of the apparatus packs come offline for service we can move one of those training packs into that vehicle. Mr. Stokesbury commented that unlike some of your other gear it is not personalized. Joe Speich responded that every member will get their own mask just for sanitary reasons and up to them to keep it with them and maintain it. Chief Trick noted that it is also size dependent. Joe Speich commented that if a member wears glasses we provide them inserts for their mask for their glasses and all masks will be labeled and given a bag which most already have a bag. Mr. Stokesbury commented that we have heard a lot about the existing equipment and being aged out but what of the existing equipment gets salvaged if anything. Joe Speich responded that all of the bottles expire as of January 1, 2020 and will be turned into MSA and ultimately destroyed as they can only be hydro tested three times, the material will be recycled to build other materials; he does not know what happens to the SCBA equipment; we can turn it in to the vendor, see if there is potential to donate the packs to another department that is at a different time in their life cycle; we can look at that once we get the new ones and are in service; once we order it is about a 4-6 week turnaround, it will then go to the vendor, Firematic who will flow test all apparatus to make sure they are working appropriately and then will be delivered to us; once we have them we will go through training. Mr. Pena questioned what the equipment weighs. Joe Speich responded about thirty-five pounds; the Scott air pack is about the same. Mr. Pena questioned how long the MSA unit has been around. Joe Speich responded that the G-1 model came out about three or four years ago but MSA has been around for a long time; before we went to Scott we used MSA. Mr. Pena questioned if the voice capability is new. Joe Speich responded it has been standard on this pack since it came out about five years ago. He noted that departments that have this are happy with it, like New Britain, Torrington, and Bloomfield. Chief Trick reported that it is \$5,728.87 for a standard pack and \$6,578.00 for the ones that have double imaging capabilities. Joe Speich noted that his next capital budget we will not be requesting any additional money for the SCBA project because we got the grant and have sufficient funding to complete the project. Mr. Stokesbury commented that he recalls when we first heard about the project the number we were throwing out was a \$1 million and not only did it come down 20% to \$800,000 but you found \$277,000 so thank all of you for your hard work on both sides of that. Joe Speich commented that grant is competitive throughout the entire nation; some departments were denied, East Granby and Wethersfield, for breathing apparatus so it was the way we were able to write our grant. Mr. Bernetich asked who wrote the grant. Joe Speich responded that we used a company that helped us out as he had no grant writing experience. Chairperson Maguire thanked Joe Speich for the presentation.

On a motion made by Mr. Speich, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council awards a contract in the amount of \$500,000 to Firematic Supply Company of Rocky Hill, CT for the purchase of self-contained breathing apparatus



(SCBA) equipment for use by the Avon Volunteer Fire Department, and authorizes the Town Manager to execute an agreement with Firematic Supply Company for this purpose.

Mrs. Maguire, Messrs: Stokesbury, Speich, Pena, and Bernetich voted in favor.

### **18/19-23      Contract Recommendation: Mini-Pumper for AVFD**

Chairperson Maguire reported that this item has a purchase price of \$238,000, it was in a capital account for apparatus; you have been looking for one and as luck would have it you found one.

Assistant Chief Joe Speich shared photos of a similar mini-pumper to what they have found; it was being built as a demo which means the company was going to use it to bring to fire shows and show their workmanship, we happened to find it and able to talk to them about it before it was sent out as a demo truck. He referred to their current Engine 10, stationed at Secret Lake; this mini-pumper will allow us to get into some smaller spaces in Town, off of New Road for example, some parts of Secret Lake, also used on areas that aren't paved; the truck is four-wheel drive; the current brush truck is only a two-door cab compared to four-doors and the current pump is smaller and carries less water; this pump can pump 1,500 gallons per minute which is what our larger trucks have the capability of doing also. Mr. Speich questioned how much water it carries. Joe Speich responded that it carries 300 gallons; our current brush truck is 225-250 gallons; the mini-pumper has a foam system on it just like the same system on our current trucks, the pump control module is the same that is in the trucks we have purchased over the last couple of years; as far as operator training goes our operators are already familiar with this newer system that this truck has on it. He noted that we are using the money leftover in our apparatus fund as we were able to purchase our larger vehicles for less than we expected. Mr. Stokesbury questioned where this truck stands as a replacement after the air packs in your plan of replacement. Joe Speich responded that it has become the next one up with our experiences with the smaller spaces in Town, we needed to get a smaller truck where our larger trucks couldn't potentially get in so it has come to be the next one up. Mr. Stokesbury questioned what its role would be in a typical car accident. Joe Speich responded that we would review what this truck would be first out for; it would be housed at Secret Lake and there would be certain calls (water in someone's basement or power lines down) it would be first out versus Engine 10 and would save wear and tear on the larger truck as we know speed bumps in Secret Lake are horrendous for our vehicles. He noted that in a storm situation this would go out first to assess what is going to see if we would need to have the larger vehicles come out. Chief Trick commented that it is a direct replacement for the brush truck. Joe Speich added that this vehicle would be first out for a brush fire or grass fire. Mr. Stokesbury questioned what would be next if we acquire this. Joe Speich responded Rescue 8 which is the heavy rescue at Company #1. Chief Trick commented that with the development of the subdivision behind us is when we introduced you to the concept of having a smaller ladder but we revisited that; some kind of combination unit is still in the immature stage but according to our master plan the rescue truck is the next oldest; it is a solid chassis but is 32 years old. Mr. Stokesbury asked if they could throw an informal number on our rescue truck for us. Joe Speich responded \$600,000 to \$700,000. Chairperson Maguire commented that the mini-pumper seems like a great addition and a great find and a good price. Joe Speich commented that Trumbull Fire Department just bought a similar mini-pumper as they have a bunk-in program with the University of New Haven where they have fire science students that stay at their firehouse however these students did not have the appropriate license to drive a

fire truck in the State over a certain weight but they can drive this size truck. Mr. Stokesbury questioned the delivery time. Joe Speich responded within a couple of weeks.

On a motion made by Mr. Bernetich, seconded by Mr. Stokesbury, it was voted:

**RESOLVED:** That the Town Council awards a contract in the amount of \$238,000 to HME Inc., of Wyoming, MI for the purchase of a Mini-Pumper for use by the Avon Volunteer Fire Department, and authorizes the Town Manager to execute an agreement with HME Inc. for the purchase of this vehicle.

Mrs. Maguire, Messrs: Stokesbury, Speich, Pena, and Bernetich voted in favor.

Chief Trick reported that with all of the things we have been trying to make us a healthier fire department, we have concentrated physicals, cancer reduction and mitigation, we brought in Lifescan to increase our awareness and with that our Medical Officer and Ken Sedlak put into VFIS or VCOS, which we are going down to Clearwater in the next few weeks, what we have been doing so we were recognized by VFIS insurance company and the Volunteer Commendation Officers Section of the IAFC as the Illness and Injury Prevention Award and has been awarded to the Avon Volunteer Fire Department which we will receive when we go down to Clearwater; we will share any of the press with all of you. He noted that all of those efforts are not to me, it is to my officer core, my medical officer, all of my Chiefs; they are the ones that have made this possible. Council extended congratulations. Chairperson Maguire questioned when they go to Clearwater. Chief Truck responded November 7<sup>th</sup> and this year we are taking the entire captain's core, all but one chief.

#### **18/19-24      Collective Bargaining Agreement between Avon Board of Education and Avon Education Association**

Dr. Bridget Carnemolla, Superintendent of Schools, made a presentation (which is attached and made part of these minutes). She noted the Board of Education moved to approve the Contract that we had been negotiating with the Avon Education Association at our past Board meeting; it hasn't truly been executed by the union and the Board as of yet, the Board Chair has signed it, but as the way these contracts go they are working through the language, making sure what we presented is really what they have agreed to at this point, so it has not been filed with the Town Clerk yet but nonetheless thought that coming here and presenting the basics to you as early as possible would be in everyone's best interests. She highlighted how this gets done as she doesn't expect everyone in the community or even on the Board of Education if they haven't been on a negotiating team doesn't know exactly how this works. She noted that the Teacher Negotiation Act is a State statute related to how municipalities and Boards of Education have to negotiate with teachers. She noted that they expected to come to the table and present proposals related to certain non-negotiables such as wages and insurance benefits; for example, coming to the table and saying you're not getting a raise for three years, that wouldn't be considered good faith under the Teacher Negotiation Act even though she is well aware and understand that there are times that communities and Boards of Education wish we could stop raises at certain points that wouldn't be considered something we could say up front in negotiations. She highlighted the Negotiation Timeline. She noted that we went through mediation, we had two sessions which is unusual because usually they allow one but we thought we were close; they bumped just up against the arbitration date when we had a tentative agreement or it was automatic that we go to arbitration by State statute. She added that it might be helpful to talk about arbitration, although

we didn't choose move forward to arbitration it is important to know the end so you know backward where you are coming from because to some degree negotiating these contracts with unions is looking at where you may land and trying to work backward from there. She highlighted the Arbitration Process. She noted that it is called interest arbitration where they go line by line through every piece of language and/or salary and benefit, anything that you have discussed at the table and anything is then on the table regardless of what you negotiated up until that point. She noted that the last/best offers from both the union and the Board are looked at to determine whether or not they fall in a realm of actuality that we thought we were ever going to get to a deal and also, you hear a lot about this and is usually a hot button to talk about, ability to pay comes into play when we're looking at the contracts. She noted that DRG reference groups is how the State of Connecticut compares town by town education systems by our expenditures. She noted that we are constantly sitting and working through where the other settlements are coming in in the State at the time; to some degree our timeline was difficult for that reason because we were on the front end of it; by negotiating with the legal firm that we do who does so many of the teachers' contracts in the State we have as we go through an unofficial barometer because we know around where others are coming in and likewise the teachers have the same information because the CEA or AFT, our teachers are represented statewide by the CEA which is the larger teacher organization are on the other side of the table in negotiating the contracts and know where they are going to come in to some degree too, they know what's being discussed. She added that as we were going through this that is the big overall part of the process; it is important to know what our goals were going into the negotiations as a team and Board of Education. The Town Manager interjected that those factors are statutory so by law those are the factors that the panel has to consider when looking at last/best offers. Dr. Carnemolla added that back to the term that people don't like to hear in any town, the ability to pay, it is often pointed out to us that it is not the willingness to pay or the political pieces associated with it when we are sitting at the table, it is the ability to pay as defined by the State of Connecticut and the revenues, the expenditures, the tax base, and so on as you go into negotiations. She knows that we are butting up against the revaluation process going on in Avon; that was clearly on our minds when we went into negotiations but the statistics that are used are the statistics that are in place as we go into the negotiations which are all of our current financial statistics.

Dr. Carnemolla highlighted the Goals. She noted that in previous contract years such as the one that was just negotiated prior to her time, one of the main goals was to put the high deductible health insurance in and the HAS, so that being a main goal there would have been other concessions made to make that happen so the Town and Board of Education could realize the long term savings of that; having done that already these were our main goals. She noted that one of the things we were thinking about and so was the teachers' union, the fact that there have been comparisons made over the years between our teachers and some of the other districts and the pulling away of some of wage raises particularly on the top end; our teachers were also well aware of that as they came into negotiations saying we understand that this may not be a banner settlement year in so far as the raises are concerned because they were also aware that revaluation was going on, we were looking to make sure that we brought in as a low of number as we could honestly.

Dr. Carnemolla highlighted the Teachers Unit Summary Data. She noted that the minimum salary is for a teacher in Avon with no experience and a bachelor's degree and on the maximum

end with a 6<sup>th</sup> year which is thirty credits beyond a master's degree and 12 steps or years of experience. She noted that we have a teaching force that is primarily on the upper end of the scale with experience so it is important to gauge the overall cost, more than two-thirds of the total number. The Town Manager noted that the teachers' payroll line item alone for the teachers' contract, \$25 million and change, is more than the General Fund operating budget for the Town, not including Special Revenue Funds, and gives you some context for the magnitude. Dr. Carnemolla commented that she is not sure that is a fun fact, but it is a fact that she cannot do anything about tonight but she is bringing the information.

Dr. Carnemolla provided highlights for the AEA Contract Settlement which would run from July 1, 2019 to 2022. She noted that while the general wage increases are 2.0% over the next three years which adds up to 6.0%, the 7.99% includes increment costs inherent in those twelve steps, so if you are moving in your years of experience along the way that adds into the dollar amount that the contract costs us unless you are already at the top step so you can look at being at the top step as the bad news is we are paying a lot more per teacher at the top than at the lower end but on the flip side when you are talking about the increases it is a 2.0% flat because there is nowhere else to go. She added that one of the other things that she thinks people don't recognize and is an important part of the highlight as we move on is that to maintain a teaching certification in the State of Connecticut you have to get a master's degree, about seven years depending on what your experience level is so it is not as if you can hire people all with master's degrees and keep them on that scale forever even if you were interested in doing that from a fiscal perspective, State law requires that to continue with your professional certification you attain a master's degree. Mr. Speich presumed that most teachers that come in with a bachelor's degree. Dr. Carnemolla responded that most teachers that we bring in already have their master's and that is more of a norm than not in the State because as people graduate from teacher's programs even back when she did which was right after the law changed to require the master's degrees that is how the universities are graduating people because we all know that if you want to maintain a job you have to get a master's degree so you may as well come out of school with the master's degree and get the job. Mr. Speich noted that it makes sense and besides you get more money. Mr. Stokesbury commented that you get more money if you get hired. Dr. Carnemolla responded that generally speaking if we are putting out for a certified teacher at least 60-70% of the applicants have master's degrees already even when they are fresh out of school so these days it is a lot easier to get a first year teaching job with a master's degree than it was fifteen years ago because of how long the statute has been in effect.

Dr. Carnemolla provided highlights regarding the insurance. She noted that we went to the high deductible, that was a huge change for this group and part of what we were looking to do was not make that many changes to insurance because people are still building up their own HSAs to meet their deductibles. She added that as we were trying to get a lower wage increase so we were not up at 9.0% like we were aware many of the contracts were coming in, this was a way to do that. She noted that for every one percent of insurance that you raise in the current year it is only about \$20,000 for the total group; when we talk about raising insurance premiums for the employees that is not something that offsets our costs that much at present; that said, it is a moving number, we have to project forward what the insurance premium is going to be for FY 19/20. She noted that the good news, over the three years of the contract their premium contribution goes up 1.0% of whatever that moving target; we can almost be guaranteed insurance rates are going to rise every year so as they rise our employees will pay more of the

premium share, whatever another 1.0% of that number is. Mr. Speich noted that the first year you contributed to the employees' HSA accounts; did it happen this year too? Dr. Carnemolla responded yes, that was static in the contract for all three years of the previous contract and the current contract. Mr. Speich remarked that is unheard of in the industry, it doesn't happen anywhere else, and is amazing to him. Dr. Carnemolla responded that she is not disagreeing but that is unusual when you compare against other school districts it is not unusual and pretty common when you are going into the second contract after going through an HSA. Mr. Speich commented that most other industries and the industry that he belongs to, when they switched over and it was good luck. Mr. Bernetich questioned how we rank as far as pay compared to everyone in the State of Connecticut. Dr. Carnemolla responded she will get there in the presentation.

Dr. Carnemolla provided other highlights. She noted that stipends were about \$50 per child that was in a class; that is not something that impacts this budget; as a part of the negotiations we work on the scheduling for this not to happen. Mr. Speich questioned if most teachers have less than five classes. Dr. Carnemolla responded yes. She noted that one item that has been static in this contract for a very long time is the tuition reimbursement; one of the hardest things to do isn't even to agree on wages and benefits, it is to remove language that exists already in a contract. She noted that one of the things we are happy about for the long haul with this contract is that bullets two and three are language that has been changed or removed that was there for as many years as they could find copies of the contract. She added that the Board contended that you are required to get the master's degree, for some individuals we are paying the tuition for you to get the master's degree, and then after you get we are giving a \$500 stipend for the rest of the time that you work here; that is not a ton of money when you look at it on an individual level but we have about 270 teachers and the longer they are here and the further up the steps they move they are inevitably going to have a master's; theoretically you could have a time when you pay 200 teachers \$500 a year to have that degree and the current year we are living in that is \$66,000 a year; so it is grandfathered – if you are here already and you are already getting it you continue to get it, if you are hired after July 1<sup>st</sup> you don't get it anymore. Mr. Speich questioned that most people are coming in with a master's, do you have tuition reimbursement for degrees beyond master's? Dr. Carnemolla responded yes, that was already present in the contract, now though you have to work here for two years before we will give it to you. Mr. Speich commented that is good from a tuition reimbursement standpoint. Dr. Carnemolla responded correct; you may pay more for someone with a master's degree than a bachelor's degree but when you are talking about paying their tuition to get a master's degree the cost of that is wiped off, you are better off hiring someone with a master's degree most of the time than you are for paying them to get a master's degree. She also noted that there is a long list of stipends, everything from coaching to advising clubs, and they haven't been looked at in many years, they have ridden along with whatever the general wage increase was; one of the things negotiated was to take a close look at the stipend numbers so we have some criteria around them – the number of students served by the organization, the amount of time a person has to spend on it after hours, and try to approach them in a formulated way so there was a fairness to the stipends and we were fiscally responsible with it, which ones aren't we running anymore, which ones aren't necessary, etc.; the union agreed with us, outside of this contract, moving forward look at the entire list of stipends. Mr. Pena questioned how long the Stipend Review Committee has been established. Dr. Carnemolla responded just now; something we accomplished in this negotiations.

Dr. Carnemolla provided other highlights – State Teachers Settlement Wage Yearly Averages. She noted that we are at 7.99% over three years – a half percent below the statewide average. She highlighted the Teacher Settlements: 2018-2019 Season. She noted that the “unknown” districts listed haven’t completely gone through the process so the name of the town couldn’t be released but we know what county it is. She referred back to Mr. Bernetich’s question of how we compare. She noted that Westport and New Canaan are in our DRG; as we were negotiating we were well aware that the settlements were coming in closer to 9.0%. Mr. Bernetich clarified that his question was that comparing with everyone in the State the current compensation, what is our rank? Dr. Carnemolla responded that it is hard to get that data for the whole state, but she has the data for Hartford County and the DRG that we are in. Mr. Bernetich commented that he always understood that we were #2. Dr. Carnemolla responded that it depends on which number you are looking at; if you look at our minimum salaries for both bachelor’s degrees and master’s degrees we are #1 in our District Reference Groups so in our comparable towns the State says have a similar population, ability to pay, and so on, Farmington, Westport, New Canaan, and Greenwich, but on the max side we are not #1, on the master’s maximum we are #4 and on the 6<sup>th</sup> year we are #4 out of #23, that is current right now. Mr. Bernetich commented that his point is that we are up there and he is the son of teachers so he is not ever against teachers but it always confuses me why we are one of the highest paying districts but when it comes to the negotiations we always feel the need to find out what everyone else is doing and then make our negotiation around that but we are already up here and he has always wondered why do we feel the need to be so high when they are already coming in at the highest pay and they maxing out in the top 10% of the State, if not the nation, yet we are still fighting with that. He questioned how our ranking is now as a school district. Dr. Carnemolla responded that you would have to tell me which ranking you want to look at, she is not being obtuse, if you are talking about SAT scores for example, we are one of the top in the State, same thing with AP scores, not necessarily participation. She noted that when you go back to the arbitration slide, one of the key pieces is where are they already and what have the prior negotiations been, so when we walk in it is like the ghost of Christmas past, the agreement that is already there is the agreement that is already there and you can’t undo if it’s felt that in a previous year the raise was too high, for example, if you look back over time that is what has happened here, little by little they have crept up, some years more than others; the last contract negotiations that we did to put the HSA in for example over three years was more than 9% of the total increase but that was given in exchange for getting the HSA but that further pushed up what the salaries looked like. She added that when you are talking about the ability to pay it is not mutually exclusive from what they are already getting paid, it is how do you compare with the prevailing rates of increases more than it is how do you compare with the current rate of salary when the panel looks at it generally speaking with an exception. If you are looking at a 10% settlement, go back to the other thing that they look at which is similar groups so somewhere someone getting a 10% is arguing we are only making this and look what they make in Avon and that is how you can get a better settlement but it doesn’t really work the same way on the flip side for you to get a lesser settlement. Mr. Bernetich responded that he is familiar with the process; he has always thought it was nutty that we are one of the highest and then we have to compete with the raises as well. Mr. Stokesbury commented that we have been through it. Dr. Carnemolla commented that she comes into it with a contract that exists and did the best we could to keep the increase at a minimum and our goal was to be under 8% and we just squeaked in because we hoped that would be below the State average and it did turn out that way. Mr. Speich commented on the timeline; you went through negotiations and you couldn’t agree so you went to mediation and you didn’t like it so you went through

mediation again so now you're saying everyone is happy maybe. Dr. Carnemolla responded that the union ratified it last week, saying everyone is happy, nobody is happy, the teachers got less of an increase than a lot of other places, that is negotiations, when we went into mediation we were more than a half a percent above where we are right now and it was complete stale mate so it did come down to the wire, had to keep going back and forth, and had to ask was it worth going to arbitration and we don't have to go now unless Council acts otherwise; when we looked at the possibilities and you see the statewide settlements that we knew we were up against that is where we stopped and said whatever we have to do to come back to the Town Council and taxpayers in Avon and say our teachers recognize they are already on the higher end of the scales and that is how we got them to agree to the increase we are at which is below what we know you would probably get in arbitration; we knew that if we went to arbitration the risk was pretty great that we were actually going to pay more than this and pay to go to arbitration (\$60,000+) and when you look at those statewide settlements and our ability to pay where they call us the 22<sup>nd</sup> wealthiest town. Mr. Bernetich commented that essentially because we are financially prudent and we save money and we do (inaudible) things we pay more. Chairperson Maguire noted that we are facing a revaluation and where it is coming in, it does affect our ability to pay and we don't know what is going to happen at the State level with teacher pensions, there are a lot of unknowns. Dr. Carnemolla responded that she thinks the teacher pension piece is off the table with the legislature with requiring municipalities to pay into it; they keep back around to it like they do about tolls, but it is the same idea but the feasibility doesn't exist based on the statutes so that piece we are okay with but regardless property values have gone down, the Grand List is down and that said if we just tacked this on and didn't do anything else to mitigate the impact it is what it is from a tax stand point. She noted that part of our job as the Board of Education is to look for other ways to mitigate the costs where we can without damaging programs; we knew that as we were sitting at the table too so we are looking at ways we can reduce the budget to at least try to balance us out. Chairperson Maguire commented that sitting behind the table at arbitration must be very difficult and a tremendous of meetings and work went into it so she doesn't want to come in and play grandstand quarterback and reinvent the wheel but her concerns are that we have some of the highest paid teachers at the max and we have 75% of the teachers at the max and they are getting 2% on top of that; why not 1.5% of 1.25%, they are getting a lot of money and our Grand List is going down; they are still probably going to be one of the higher paid districts in the State, she doesn't care about the history, but looking ahead she thinks we need to give a little something here; you are in a good district, relatively good kids, involved families, and some of the additional language put in with the master's degrees and things like that without a doubt those stipends should be adjusted. She does not see why we would be at risk going to arbitration, in her opinion it is common sense so she does not understand what the big fear is of arbitration; we are going to invest maybe \$100,000 with a potential of saving a \$1 million but she thinks we are always running scared of arbitration and at some point we need to put our foot down and say enough is enough, that is her opinion. Dr. Carnemolla responded that she understands where Chairperson Maguire is coming from and people will say that and it kind of sends the message; if that is the message we want to send then yes it sends a message but for us, we had the money built into the budget to go to arbitration so if that is the way this went financially we were ready to go; what we weren't ready for was what we were advised would be the outcome which would have been most likely a higher settlement than they got because of our wealth ranking and how it compares to the other State settlements that come in in the meantime; we are one of the lower settlements, what we ran the risk of was getting them a larger increase than what we agreed to. Chairperson Maguire responded that she

looks at those percentages and she gets that but it is on a higher number. Dr. Carnemolla responded that they don't care how it gets spread out, they don't care if you get the 2% on the minimum salary or you get the 2% on the maximum salary, they care about the overall. Chairperson Maguire commented or even a staggered, if the first-year teacher gets a 2% and the max gets 1.5%. Dr. Carnemolla responded that from a financial and legal perspective we run all of those variables, like if you freeze it here, if you don't give increments and so on; one of the hard parts about that is that for the most part the union decides how it gets spread out and some of it is out of our hands because 1) we have a low increment rate here so people at the lower ends are getting a higher raise already by doing this so think about this from a ratification stand point too, there are nearly two hundred people that are up near the top end that have to come out and vote for this contract, they are voting for themselves on raises that are actually lower overall than the people behind them because those people are getting steps, 2.15%, 2.25% when they are moving a step, if you are at the top end you are just getting the flat 2% and the majority of people are further up toward that or at that already or will get there in the course of this contract so you have a whole bargaining unit that has to come out and ratify a contract based on the raises they are going to get.

Mr. Stokesbury asked how many teachers retired last year. Heather Michaud, Director of Fiscal Affairs, responded that she does not have the exact number but it was one of lower years that we've had. Mr. Stokesbury commented that we have been waiting for the top end to fall off and that is where the ultimate savings will be in the contract as we replace top tier with bottom tier, when it happens maybe you can project a little better for us, but that is one way the Board of Education and teachers' budget will cycle around. He noted that Dr. Carnemolla talked a lot about arbitration and questioned if she made a particular recommendation to the Board. Dr. Carnemolla responded that the recommendation did not come from her; it came from their counsel based on the settlements and so on. Chairperson Maguire questioned if there was a goal in mind when they went into arbitration. Dr. Carnemolla responded that the number was a moving target at first because we knew we were going to be wowed a little bit by where they were coming in; ideally she likes to make a budget work, she likes to keep the number down for all of us as much as she can because this is so much of the budget but as it unfolded within the first couple of meetings and we had a sense of where we might land our goal was to be under 8% and our first proposals from them were 9.5%. Mr. Stokesbury commented that Chairperson Maguire has been concerned about the impact on the overall Town budget; he noted that in other high stress years the teachers' union has had some givebacks and have recognized that stress to the Board of Education budget in particular may result in unfavorable actions and in order to avoid those they froze their wages in 2008 or 2009 but that was voluntary on their part. Mr. Pena noted that other towns froze theirs as well. Mr. Stokesbury commented that this contract will have an impact as we go through budget planning just as much as the revaluation and it will have a negative impact. Chairperson Maguire noted that on the horizon we have a big project out here that will add to our tax base and to be honest right now it is going to be tough. Dr. Carnemolla clarified that it was two years ago that we reduced the staff by seventeen so add that into the dynamic that two years later after we laid off seventeen people is when we are sitting and negotiating a contract and there is a piece that you already made up for some of this money; we are in an HSA, you have already laid people off, you haven't refilled things – we have come along in some cases and tried not to but we could do that – and is part of the negotiating dynamic, speaking of the givebacks from their perspective, some of what we heard.



Chairperson Maguire inquired about the reduction of a day going from 186. Dr. Carnemolla responded that at the very end we are at mediation and knew this was going to be difficult, that we couldn't live with anything above 8% and we were at a complete stalemate so how did we get to the goal of being under 8%, they work one less day, it is not a student contact day but in line with the districts around us for number of days worked and was or last ditch effort to bring you the best settlement financially that we could because we were about 0.25% off at that point and at the eleventh hour before we would have had to go to arbitration and even at that settlement we knew we were below because it was about 8.27% but they were still asking for 8.27 or 8.28%.

Chairperson Maguire commented that she would like to see the full contract; no decision will come from the Council until we do see that and have an opportunity to ask questions; she understands that we are under a 30-day time period once it is filed with the Town Clerk and if we have to schedule a special meeting, we have a meeting on November 14<sup>th</sup>; she asked if the additional piece with the stipends is going to be a part of that. Dr. Carnemolla responded no; once this actually goes through that Committee will start and look at those and has to be done by July 1<sup>st</sup> of next year and is a joint committee. Chairperson Maguire commented that reading through the contract would give Council an opportunity to ask more questions and can perhaps get them to you, Ms. Michaud, and Ms. Chute through the Town Manager and then we should discuss it on the 14<sup>th</sup>. Council agreed.

The Town Manager commented that what Dr. Carnemolla is describing, this binding arbitration is something that a lot of communities like Avon is like hitting the iceberg; there is an implicit bias in the statute against communities that have some level of wealth and have been managed appropriately. He thinks the legislature recognized some of that this past session when they exempted a portion of unassigned fund balance from the ability to pay calculation but there are these metrics they look at, debt per capita, Grand List per capita, and on those metrics Avon comes out relatively higher than most communities in the State. He noted that in terms of the broader context and something usually we don't talk about so much with the Council, we talk about it more with the Board of Finance but because it does speak to the ability to pay, going into FY 20 you have several head winds on the horizon, the revaluation numbers aren't finalized yet, we have been throwing around a 2% reduction but that is on the low end, once the Assessor finishes his work, we finish appeals and court cases it could look more like 3%. He added that at 2%, holding everything else static across the Town and just adjusting for the Grand List which will be used to calculate the levy and the mill rate, then taking this settlement, not including settlements for the Town that have already been negotiated, basically you are up around a 2.95% tax increase; that coupled with what looks increasingly like a (inaudible) market which makes people grouchy including me, a declining State aid environment where there is nothing on the horizon that should give anybody any hope; whether it is pension obligations or OPEB – he told a story after being at a CCM Legislative Committee meeting a few weeks ago and the legislature appointed a committee to do some kind of pension and OPEB sustainability review and fix and the Chair of the committee is from Westport who is a representative and started the presentation saying that both Detroit and Puerto Rico has considered and rejected but it has some merits so hear me out; the whole idea was to take the State's real assets and collateralize them against our pension and OPEB obligations so that is where we are as a State which means if our revenues don't tank and they probably will on an intergovernmental basis, what could happen is you could see the State coming forward, and while they might not be able to get an outright payment for the pension obligation because of various covenants that exist they might just submit a bill and say

here is your bill for being a municipality in the State of Connecticut, you meet these metrics, you have the ability to pay, send us a check for \$3 million; three years ago he would have thought that was unthinkable; now it is looking a lot more possible. He concluded by saying you have iceberg, the statutory criteria, but then you have the reality and it is fairly weak at the State level and to some extent we can't help that from filtering down to us. Dr. Carnemolla commented that to the metrics the Town Manager is speaking of, this is the initial binder that we went into negotiations with, more than half of it is all of the data from the State Department of Education that tells us about our ability to pay according to them from Grand List to per capita income, property value, all of those metrics are what they use to put together to make that determination. She noted that she talked about arbitration not because she wanted to really talk about arbitration as she wanted to talk about the contract but to understand that like it or not the market rate is set by these contracts that come in and the best we can hope for is to be under the market rate and as much as we don't like the deal and she hears you and she gets it, but we got a good deal as crazy as that may sound to you sitting here right now when you look at where we fell. She thinks that we did a pretty good job getting there; in the end we came out ahead of the game for the State if you think about what that would look like, clearly no one thinks that Avon is going to come out being one of the lower settlements in the State; you go into negotiations and people on the other side of the table are expecting the opposite because you do have this ability to pay by the State metrics; it is a hard bill for us to swallow from a budgetary spec because she considers it part of our job to figure out how to negate some of these costs, the costs are big; she has to figure out how to negate another \$2.1 million increase over three years, clearly that is going to be difficult if not impossible but we are chipping away at how to do it without impacting programs and students. She shared some of the top numbers to give you some examples, the maximum pay, same level – Simsbury is just under \$101,000, we are at \$105,000; at our max that is where we are actually fourth in the reference group but at the minimums we are at \$55,000, some towns are at \$47,000, but again put that into perspective, most of the people we are hiring aren't there so it is the higher numbers that are prevailing here; being fourth is nothing to shake a stick at but that is the reality of where we fall in the twenty-three towns.

Chairperson Maguire commented that we would like to look at the contract when it is ready and we will have more questions and we can wrap it up on the 14<sup>th</sup>. The Town Manager commented that Dr. Carnemolla pulled this presentation together really quickly since we got notice about the contract last week. Council thanked Dr. Carnemolla.

Bruce Corbett, 171 Huckleberry Hill Road, questioned that we are fourth for the highest salary in the State. Dr. Carnemolla responded that in our reference group which we are in Group B; Group A is the wealthier group. Mr. Corbett noted that Avon used to be in Group A. Dr. Carnemolla responded that we are in Group B and when you look at the question of how we got to having some of the highest, we are on the real high end of DRG B because we were barely not still in DRG A, if you looked at us in comparison to DRG A we wouldn't seem as high in some regards as far as the salary but when you knock us down to DRG B there we are on the higher end. Mr. Corbett commented that in comparison of A we are still in the upper bracket of A, not all A schools have that. He noted that 2% on our salary is a lot more than 2% on somebody else's salary and we have compounded that 2% over six contract years that he is aware that he has been looking at this; so as you look at this our salaries are several thousand dollars more even though there is a comparable percentage increase; you don't put percent in your wallet, you put money in the wallet and the money is determined by your percent that is applied to your base

salary; we had \$1 million in raises in each contract since 2012; 2% for one contract year which was three years, then we had a GWI of 2.25% and that results in Avon having \$5,000 to \$8,000 more in salary than towns that touch Avon including Simsbury and Farmington. He noted that we need to be aware of the percentage, the teachers in Avon also get the max quicker in twelve years than other districts do in 13-15 years; this all has an impact to paying on earlier and then applying the GWI to that higher scale. Chairperson Maguire asked Dr. Carnemolla to clarify that. Dr. Carnemolla responded that we are twelve steps; she does not have the number of steps for all of those towns because it is not part of the comparison; we look some of them up and some are ten and some places are eighteen in the State so depending on where you are comparing us to you get there faster and some places you get there slower because there are some with many more steps than we have. She noted that this is the 2016-2019 settlement; the last settlement the increase was 9.6% so when we walk in what the prior negotiations is part of the things that have to be considered, they were 2.25% every year plus step which got us to 9.6% so when we compare that settlement to this settlement we are 1.5% below over three years where we were so she completely agrees, you have to look at where you get yourselves in those percentages but we have done better this time, short of being a zero. Mr. Corbett commented that salary steps are very complicated and there is so much built into it and it is so complicated when you negotiate you look at the percentages. He does not think that too many school districts when they negotiate bring out the salary schedule, they look at the dollar amount and percentage amount and when you apply a 2.25% or whatever to our salaries it is going to extend the gap between our max and other district's max; there is also another element in the salary that if you want to retire you can let the Superintendent know and there might be an extra stipend for you. He questioned if that has been phased out. Dr. Carnemolla responded it is still in the contract. Mr. Corbett noted that it is another little dollar amount. Dr. Carnemolla noted that to be clear about why those are usually in the contract, and she cannot speak to it being in Avon's because it was already here, is because when we are planning from a budgetary angle usually it is better for us to know you are going to retire in advance than to give us notice at the last minute because we can take your salary out of the budget or reduce the salary with a replacement so that usually gets put in somewhere along the way in a contract to give people incentive to give us enough notice that you are going to leave, but yes that does add on. She noted that they did look at all of what the actual increments were in the salary schedule and did much more math so we could go through what the increment costs were with every one of these pieces; that is a part that is hard to control because they already exist so short of adding another step on or collapsing steps which we also looked at in this contract but fiscally it wouldn't have been to our benefit to add another one because of the way the wages would have been spread out or to collapse them because of what the increment cost was to Mr. Corbett's point; the increment cost, the step cost, was 0.25% for the first year, 0.25% for the second year, and 0.15% in the third year so generally speaking that is a low increment cost so messing around with the steps wasn't helpful to us, we tried that to bring the costs down.

Chairperson Maguire requested the contract, we will look at it as soon as it is ready, and is sure we will have more questions and we will address for the final time on November 14<sup>th</sup> at our next meeting. She thanked Dr. Carnemolla for her time and all the work, as well as Ms. Chute and Ms. Michaud; a good presentation, it was enlightening.

#### **18/19-25      Review, Discussion & Set Public Hearing: Oak Bluff Easement**

Chairperson Maguire commented that now that the project is complete we need to put in for three permanent easements which require a public hearing. The Assistant to the Town Manager noted that one easement is for access to the fire hydrant and then there are two properties on Vermillion Drive that also own part of the pond so those easements would be for if you ever have to drain the pond.

On a motion made by Mr. Stokesbury, seconded by Mr. Bernetich, it was voted:

**RESOLVED:** That the Town Council set a public hearing to be held at their November 14, 2018 special meeting to consider the acceptance of three Permanent Easements for Dry Hydrant Fire Pond for the PERMANENT EASEMENT PERIMETER on a certain set of plans entitled “DRY HYDRANT INSTALLATION, OAK BLUFF, AVON, CONNECTICUT November 2017, REVISED JANUARY 3, 2018, JANUARY 9, 2018, and in particular SHEET CU-101, SITE PLAN, DATE: NOVEMBER 2017, REVISED 1/3/2018 TOWN COMMENTS”, Scale 1”=20’, prepared for the Town of Avon by Fuss & O’Neill (the “Map”) which Map will be filed in the Town of Avon Engineering Department.

Mrs. Maguire, Messrs: Bernetich, Pena, Stokesbury, and Speich voted in favor.

**18/19-26      Review and Discussion: Consider whether or not to Appoint a Commission to Review and Propose Revisions to the Town Charter (Section 4.9.1 of Town Charter)**

Chairperson Maguire commented that Avon has been under a Charter since 1959; there was a Commission last appointed in 1997; per the Charter we have to review it every ten years to determine whether or not we want to put together a sub-committee to review the Charter. She noted that Council can open the Charter at any time. She added that the Town Manager spoke to the Town Attorney, Director of Finance, and Town Clerk to get a determination of what their experience has been with the Charter thus far and if there are any kind of changes that need to be made but when you open up the Charter you open up all of it and could ultimately go to referendum and it is a laborious and costly proposition; you don’t open it up lightly. Mr. Stokesbury noted that it could also create fundamental change. Chairperson Maguire commented that it looks like the Charter has worked relatively well, there might be little nuisances here or there but you need to determine whether or not it is prudent to open the Charter. Mr. Stokesbury noted that it is being understated; the Charter has worked very well; from time to time we go to the Town Attorney for advice and opinions and because of the quality of our Charter he is able to render straight forward opinions and not get caught in a matrix in a lot of interim opinions that have to mesh together; as he has seen it happens for many years now, it works and it works well; whoever wrote it should be appreciated. Mr. Bernetich questioned if we have any instances when it did not. The Town Manager responded that between the Town Clerk, Director of Finance, Town Attorney and I, he could not come up with anything that failed to provide direction or an answer. Mr. Stokesbury commented that we have some out of date references but that always happens. The Town Manager commented that he finds it very easy to work with, very clear and he has had experiences with charters that are not well written and it is a mess because you get into supplemental legal opinions that you have to keep track of; for public understanding of how the government works and even when it has been in other places he has always looked at Avon’s Charter and said that is the way to do it, it is simple, provides clear direction and looked at it as a model. He noted that it has been our experience that it has been. The Town Clerk commented that it is not overextended. Mr. Speich commented that he went

through and read it and there wasn't anything that he found wasn't working from his perspective. Mr. Stokesbury questioned if there is a mechanism short of a Charter revision to amend any portion of the Charter. The Town Manager responded that he did not think so. Mr. Stokesbury commented that the way he views it is that the State has a lot of issues and we may see some fundamental changes in government within the State and that may be the appropriate time to react to those changes; we may see a whole new financial structure that may cause other changes; it may be premature to do it with those dark clouds on the horizon. Chairperson Maguire noted again that Council has the opportunity to open it at will. The Town Clerk added that it can be petitioned to be open as well. Mr. Pena added that it is a lengthy process; he has seen other towns that are opening it up this year, i.e. Canton, they meet regularly, have long consecutive meetings. The Town Manager commented that looking back at the last Charter revision in 1997 that was very intensive and met twenty times. He noted that in talking with the Town Attorney with his recent experience in Cheshire they went through a very similar level of review and it can be very expensive if you want the Town Attorney sitting at every meeting while you do this. Mr. Bernetich commented that if we have not had any issues and no one can remember any issues with it. Mr. Pena commented that ten years he was on the Council along with John Carlson, Bill Shea, Pam Samul, and Mark Zacchio and they did look at it and did not see a compelling reason to open it at that time and much of this same discussion was brought up by our former Town Manager as well. He thinks it serves us well and we can open it any time by putting it on the agenda; overall the Charter has done a good job. Council concurred that it was not necessary to appoint a Commission to review and propose revisions to the Town Charter at this time.

#### **18/19-27      Proposed Amendments to Purchasing Procedures**

The Assistant to the Town Manager reported that this process started over a year ago with staff requests including a purchasing threshold and the goal of these revisions was to offer us flexibility in terms of purchasing while also keeping the appropriate controls in place for Accounting. She noted that there are three major changes that are not administrative practices: 1) adherence to federal grant guidelines – a recommendation from our auditors that said that the Town should determine its compliance with the federal government when they give out federal grants, as well as our standard instructions to bidders and our standard contract, 2) the bidding thresholds – we increased them for different types of purchases, we recommend increasing the threshold for the issuance of a purchase order from \$2,000 to \$5,000, increasing the threshold for a formal public bidding procedure from \$10,000 to \$25,000 for non-Public Works projects and from \$25,000 to 1/10 of 1% of the tax levy which for this year is \$81,000 for Public Works projects and these were determined based on recommendations from department heads and what our neighboring communities are doing; we found that we were going out for formal bids for small purchases and maybe weren't getting as large of a pool of bidders because it takes so much time and effort for a bidder to put in a bid for a \$25,000 that they may or may not get so a lot of them were deciding they weren't interested or spending the time so this allows more flexibility to get different bids from different vendors, and 3) request by department heads for more guidance around qualification base selection processes like Request for Proposals (RFPs) so we have recommended that we will differentiate between an informal proposal which is less than \$50,000 where you can just contact three vendors asking for a proposal versus a formal RFP process for projects that we estimate would in come over \$5,000, mostly for professional services, and we also offered some guidance around when it might be more appropriate to issue a Request for

Qualifications or Request for Information when maybe we are not quite sure what we are asking for so we want the vendors to tell us which could lead to a negotiation or formal RFP process. She noted that this was a team oriented project, there was a lot of feedback from Finance, Accounting, Xenia in our office, Public Works, Recreation, and Engineering; it reflects what we want to accomplish while controlling what we need to control. The Town Manager commented that the Assistant to the Town Manager did a comprehensive job on this. He noted that the balance that you are always trying to strike with these regulations is that you want to make sure that the Town always gets the best product, the best service at the best price possible with as little process as absolutely necessary to ensure that outcome. He noted that in comparing where other communities line up, this does it; we took a lot of time in thinking about these changes because we wanted to get examples from department heads where it just doesn't make sense to continue at the existing thresholds and what are the consequences of it. He added that the crosswalk with the federal grants it takes care of an important management comment that we have had in the past from the auditors. Mr. Stokesbury complimented the internal working group but he questioned how it lines up with outside peer review or professional review for all of those awards we do get and will it be viewed favorably, is this best practice? The Assistant to the Town Manager responded that not a lot of communities have done this yet; the auditor, Blum, is very pleased that we did this and sent our draft to Glastonbury suggesting they do the same; we are at the fore front. Mr. Stokesbury questioned if there is any outside guidance from those groups that oversee us that we are following what they wanted; you say it is cutting edge but wants to make sure it is cutting in the right direction. The Assistant to the Town Manager responded that the auditors like what we are doing; as far as GFOA she is not sure. The Town Manager added that GFOA is not going to have much guidance on this; the important thing from their perspective is that they have made a recommendation to management in the past about this crosswalk which we could now show a copy of our purchasing regulations that has been revised for a number of reasons not the least of which is to include this recommendation made and that would them to strike it off the list of things that they can ding us for next time.

On a motion made by Mr. Pena, seconded by Mr. Stokesbury, it was voted:

**RESOLVED:** That the Town Council approve the proposed amendments to Administrative Policy Memorandum No. 3.1, "Purchasing Procedures" as presented.

Mrs. Maguire, Messrs: Pena, Stokesbury, Speich, and Bernetich voted in favor.

Chairperson Maguire commented it is a great addition and she likes that we are cutting edge. The Assistant to the Town Manager commented that the department heads will be very pleased.

**18/19-28      Review, Discussion and Possibly Set Public Hearing: Proposed Revisions to Chapter 41 of the Town Code of Ordinances Entitled Parks and Recreation and Related Regulations**

Chairperson Maguire reported that this is regarding the appeal process. The Town Manager commented that the Director of Recreation and Parks and the Assistant to the Town Manager worked on this as well as the Director working with the Recreation and Parks Committee on this well who approved the revisions that were recommended. He noted that part of the reason for so many revisions is that this has not been looked at since 1981; in terms of the ordinance which is the reason you would have to set the public hearing, it is good shape the way it is, it has worked well; the only recommendation that Recreation and Parks Department made to the Committee

was to revise Section H of the ordinance which deals with appeals to the Town Council and based primarily on past experience; most of you will have memory that; the thinking is it is entirely unnecessary for these issues to end up in front of the Council and the appeals process addressed in the earlier regulations; that is the only change in the ordinance. He added that in terms of the regulations, there are a lot of edits, a lot of these have to do with time and how things have changed over the years. Mr. Stokesbury commented on the section dealing with the various park facilities and trying to get some structure in there regarding the use of the facilities, for example, he has adjacent property owners complain that with some of the public park land individual users have cut their own paths and at some times can be quite noisy next to an abutter; it is not something we have time or money to supervise but we do have a network of established trails and he thinks it is the general expectation are going to use the trails and perhaps if they go off trail they have to be nice about it; it is a give and take; the abutters to this open space like we have heard many number of times from other abutters on other Town property have a voice and we should hear them and if this is the appropriate time to make subtle changes as to the expectations of use of our properties by different classes of users we should look at it. Mr. Pena questioned if the proposed changes are online. The Assistant to the Town Manager responded no. The Town Manager noted that these are the regulations which are not subject to the public hearing; it is only the ordinance with that one change that would be the subject to a public hearing; the regulations would just be approved by action of the Council. He noted that you may want to schedule the public hearing, get comment, and depending on what the result of the public hearing is and at that point take action on the regulations as they follow the ordinance. Mr. Stokesbury expressed concern about the change in the ordinance by eliminating the appeal to the Council are we treating grievances in that process differently than grievances in other departments; he doesn't want to be perceived to be evading concerns of citizens and other parties interacting with the Town. Chairperson Maguire commented that they would still be able to approach the Council under Communications from Audience. Mr. Stokesbury responded that coming to us on an appeal is a least costly approach than saying they have a remedy at law going through the court system which will immediately block 99% of all actions due to cost and time. Mr. Speich referred to the last example with the guy from the canoe company; if he were to see that it is going to say there isn't any remedy for me. The Town Manager responded that it happened once in thirty-years; you can leave it the way it is; another option is that an aggrieved application comes to the Town Manager and the Town Manager reviews it, makes a decision, keeps the Council removed from it and they have had another opportunity and can pursue it in the courts if they need to; it happens so infrequently and maybe it is best to leave it the way it is; who knows what is going to come up; you may want to get involved in it and by keeping the language as it is in the ordinance you reserve that right and if you don't you can always refer it to the Town Manager to deal with it. Chairperson Maguire agreed that it would be cost effective going to us versus going to court. Mr. Speich commented that it is just being friendlier. Mr. Pena added that these are our neighbors and would probably feel more comfortable coming to us; it prevent a lawsuit. Chairperson Maguire added that then there is the negative press. The Town Manager suggested Council holding off on the public hearing; he will take another look at it, take Mr. Stokesbury's comments into account, take a look at the appeals section in the regulations again, and if anything maybe you adopt a revised set of regulations that don't include the changes to the appeal process and you are basically updating it, that is a good housekeeping move. Chairperson Maguire questioned how it is handled in other towns. The Town Manager responded that it is all over the place. Mr. Stokesbury commented that he would not be adverse to a process where the Town Manager is the first appeal sort of speak; he would think that is

happening informally anyway; he is not sure we need to do a lot about it when it comes up once every thirty years and hopefully we have addressed that issue, a weakness in the process and hopefully running better processes. Chairperson Maguire concluded that we will talk about it at another time; in light of this conversation she would like to review it again. Mr. Stokesbury asked the Town Manager to come back with further revision. Mr. Speich commented on the addition of the Thompson Road property to this and people are going to use it for soccer or fields and questioned if that is what we envisioned that site to be. The Town Manager responded that is a policy discussion; his thinking about MH Rhodes has been getting past the goal line with the firemen's carnival; now that you are past that you have options, whether it is using it for informal practice fields, you can any number of things. Mr. Speich commented that he is not sure that we want to dump a lot of money into another set of fields with turf and water and never use it again for something like Avon Day or any other kind of things you want to run that require a big field. His point is why would you want to include it in the Recreation Department. The Assistant to the Town Manager responded that it was in Appendix D already. Mr. Stokesbury commented that we could allow someone to have their cultural fair there. The Town Manager commented that people could apply for a permit to go camping or any number of things; it is a public property so if people want to have pick up soccer games or something like that; it is more about a structured event or overnight event. Mr. Stokesbury commented that we could also think about an enhanced pavilion there for use in connection with the trail; we have heard any number of times about certain deficiencies and might be a place to put a weigh station sort of speak. The Town Manager responded that he has talked with the Director of Public Works about beautifying that area as a trail head or freshening up the butler building façade and put in some landscaping around the building, there is no end to what you can do there to formalize the area as a nice signature pocket park or recreation area. Chairperson Maguire concluded that we will reconvene this item at a future meeting.

#### **18/19-29      Approval of Real Estate Tax Refund, \$1,171.86**

Mr. Stokesbury clarified that the refund is related to a motor vehicle and not real estate.

On a motion made by Mr. Stokesbury, seconded by Mr. Pena, it was voted:

**RESOLVED:** That the Town Council approve a motor vehicle tax refund to CU LEASING CORPORATION in the amount of \$1,171.86.

Mrs. Maguire, Messrs: Stokesbury, Speich, Pena, and Bernetich voted in favor.

#### **IX.      TOWN MANAGER'S REPORT/MISCELLANEOUS**

**Misc. A: Purchasing Update:** The Town Manager did not provide highlights on any items.

**Misc. B: Construction Update:** The Town Manager did not provide highlights on any items.

**Misc. C: Clerk to the Town Council:** The Town Manager reported that Ann Dearstyne has decided to resign as Clerk to the Town Council effective January 1, 2019. Chairperson Maguire expressed appreciation for everything that Ann has done. He noted that we are looking for a worthy successor.



**Misc. D: Old Farms Road Bridge:** The Town Manager reported that he received a call a few weeks ago, the State ran into a bidding award issue; it is a unique situation because there was a \$5,000 differential between the two top bidders and the second bidder who was \$5,000 high raised a number of objections to the award and CTDOT said the objections had merit so they started over again. He noted that he saw Commissioner Redeker at a meeting last week who commented on the bridge delay issue and personally got involved with it. Mr. Stokesbury questioned if it is going to happen or is this the first head wind. The Town Manager responded that everything we can put our fingers, talking to CTDOT staff, given the funding source you never know; all signs look good but anything is possible.

**XI. ADJOURN**

On a motion made by Mr. Speich, seconded by Mr. Bernetich, it was voted:

**RESOLVED:** That the Town Council adjourn the meeting at 10:29 p.m.  
Mrs. Maguire, Messrs: Pena, Bernetich, Stokesbury, and Speich voted in favor.

**Attest:**

**Ann Dearstyne, Town Clerk**

Avon High School Athletic Facility Improvements

Infill Comparison Matrix

	Infill Type	Material Description	Facts and Advantages	Disadvantages	Resilient Pad Required	Typical Warranty	Expected Lifespan	Availability	Maintenance	Irrigation System	Cost per Square Foot (Infill Material Only)	Estimated Project Cost (Field Extent - 94,260SF) Infill, shock pad (if required) and irrigation(if required) only	Maintenance Cost per Year (estimated)	End of Life Cycle
	Crumb Rubber	Styrene butadiene rubber (SBR) from recycled tires. Two Types: Ambient and Cryogenic. Ambient crumb rubber is created at room temperature during the grinding process. Cryogenic crumb rubber is created by freezing and breaking it into pieces.	Currently the most inexpensive and widely-used infill material. Metal Free. Passes EN 71-3.	Percieved human health effects. Numerous studies have demonstrated that crumb rubber presents no health effects. Rubber allergies	No	8 Years	2-3 turf cycles (minimal)	Readily Available	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - +/- 200lbs</li><li>• Annual G-Max Testing</li></ul>	No	\$1.06	\$99,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Can be reused as infill</li><li>• Can be recycled into other tire-derived products</li><li>• Waste to Energy</li></ul>
	Coated Crumb Rubber	Styrene butadiene rubber (SBR) processsed with an acrylic or other polymer-type coating mixed with silica sand	Coated crumb rubber provides additional aesthetic appeal, reduces dust, and when coated in lighter colors may reduce material temerpatures.	Higher material costs, same chemical composition as SBR rubber, rubber allergies.	No	8 Years	2-3 turf cycles (minimal)	Readily Available	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - +/- 200lbs</li><li>• Annual G-Max Testing</li></ul>	No	\$1.42	\$133,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Can be reused as infill</li><li>• Can be recycled into other tire-derived products</li><li>• Waste to Energy</li></ul>
	TPE	Thermo Plastic Elastomer, non-toxic elastomer	TPE infill, when used with virgin resins, will offer consistent performance and G-Max over a wide temperature range.	High cost, have to use proven proprietary formulas for quality.	Yes	8 Years	2-3 turf cycles	Limited	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - ?</li><li>• Annual G-Max Testing</li></ul>	No	\$2.44	\$346,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Can be reused as infill</li><li>• Can be recycled into other products</li></ul>
	EPDM	Ethylene propylene diene monomer is a polymer elastomer with high resistance to abrasion and wear. Available in a wide varitey of colors.	EPDM has proven its durability as an infill in all climate types. Its excellent elasticity properties and resitenance to atmospheric and chemical agents provide a stable, high-performance infill.	Over time, EPDM can harden as a result of continued chemical reactions. Can not be recycled.		8 Years	2-3 turf cycles	Limited	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - ?</li><li>• Annual G-Max Testing</li></ul>	No	\$2.54	\$355,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Can be reused as infill</li><li>• Can be recycled into other products</li></ul>
	Acrylic-Coated Sand	Washed natural sand with an acrylic or other coating	The roundness and sphericity of the sand core ensures consistent performance characteristics over the life of the field. Infused with an optional, non-soluble Microban technology that helps inhibit the growth of mold, mildew, and bacteria.	Higher transportation costs due to weight, more infill required due to small particle size, and more prone to compaction.	Yes	16 Years	2 or more turf cycles	Readily Available	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - 150-200lbs/year</li><li>• Annual G-Max Testing</li></ul>	No	\$1.57	\$264,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Can be reused as infill</li><li>• Returned to select manufacturers for recoating</li><li>• Used as top dressing on natural grass fields</li></ul>
	Cork and Cocnut Fibers (Greenplay™)	Coconut husk fiber and cork blend	A blended matrix of coconut husk fibers and cork. Environmentally sustainable, highly permeable, and 100% recyclable. Proven to reduce turf temperatures up to 65 degrees. Increased foot stability, reduced G-Max levels with proven durability.	Requires irrigation to maintain optimal moisture levels. Increased manitenance cost, unproven long term.	Yes	8 Years	1 turf cycle (may be used as top dressing for natural grass fields at time of turf replacement)	Readily Available	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Once a year</li><li>• Top Dressing - As maybe Required</li><li>• Annual G-Max Testing</li><li>• Moitor moisture content twice a week</li></ul>	Yes	\$1.56	\$298,000	\$5,000-\$8,000 (increased if third party maintenance crew is used)	<ul style="list-style-type: none"><li>• Used as top dressing on natural grass fields</li><li>• Reused as balast for new carpet</li></ul>
	Coconut Fibers (GeoFill™)	90% coconut and 10% plant-based matter	100% natural, recyclable. Due to salt water retting, GeoFill is resistant to mold, mildew, and salts. Looks and performs similarly to natural soil.	Requires irrigation system to maintian optimal moisture, annual topdressing, susceptible to compaction.	Yes	8 Years	1 turf cycle (may be used as top dressing for natural grass fields at time of turf replacement)	Limited	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Once a year</li><li>• Top Dressing - 2-3 years</li><li>• Annual G-Max Testing</li><li>• Moitor moisture content twice a week</li></ul>	Yes	\$1.66	\$308,000	\$5,000-\$8,000 (increased if third party maintenance crew is used)	<ul style="list-style-type: none"><li>• Used as top dressing on natural grass fields</li></ul>
	Walnut Shells (SafeShell™)	Made from 100% USA-sourced walnut shells. A blend of Black and English Walnut shells.	SafeShell excels at evaporative cooling, absorbs water with minimal expansion, and releases it slowly over time, keeping the surface cool. It does not float and plays the same wet or dry. Has a high-bulk density, helping to mitigate migration. 100% natural	Limited installations. Earliest installation 2016.	Yes	8 Years	Unknown at this time	Readily Available	<ul style="list-style-type: none"><li>• Grooming - Monthly</li><li>• Decompaction - Twice Yearly</li><li>• Top Dressing - 150-200lbs/year</li><li>• Annual G-Max Testing</li></ul>	No	\$1.41	\$249,000	\$3,500-\$5,000	<ul style="list-style-type: none"><li>• Possibly used as top dressing on natural grass fields</li></ul>

NOTES:

1. Information provided was compiled from available online data, manufacturers litature and conversations with turf and infill distributors.

2. Installations of fields with alterntive infill material are somewhat limited and many have not been proven long term.

3. Costs are estimated. Costs include infill, shock pad, if required and irrigation, if required. Actual costs will vary based on depth of infill/turf depth and resilient pad type.

4. This is not a comprehensive list of all possible products available. Products such as Silica sand, EcoMax, CoolPlay & Nike Grind have been removed due to lack of installations.

# Ford F-550 Mini Pumper

*\*Similar vehicle to proposed purchase*



# HME Gowans-Knight Full Size Pumper



Photo by Zack Bowden [www.firenews.org](http://www.firenews.org)



Town Council Presentation  
**Avon Education Association Contract 2019-2022**

October 22, 2018

## ***Understanding Collective Bargaining***

---

- The Teacher Negotiation Act requires Districts to negotiate in “Good Faith.”
- “Good Faith” is generally defined as an intention to reach agreement in respect to salaries and other conditions of employment.
- Districts are required to adhere to strict timelines as defined by the statute.

## ***Negotiation Timeline***

---

Commence Date: **July 6, 2018**

Mediation Date: **August 25, 2018**

Arbitration Date: **September 19, 2018**

## ***Arbitration Process***

---

- Panel considers evidence of last / best offers made during negotiations.
- Panel assesses financial capabilities of the Town or City including:
  - Prior negotiations.
  - Interests and welfare of employee group.
  - Cost of Living changes averaged for three years prior.
  - Existing conditions of group and similar groups.
  - Salaries and benefits prevailing in the State labor market.

## ***Goals***

---

- 1) Address various language issues to reflect current law and to support efficiency.
- 2) Achieve the most reasonable and fiscally responsible wage and benefit combination.

## ***Teachers Unit Summary Data***

---

- Current Certified Teachers = 268.40
- Current Certified Teacher Payroll = \$25,701,527.30
- FY 2018/2019 Salary Information:
  - *Minimum = \$55,485.00*
  - *Maximum = \$105,919.00*
- Current Number of Employees on Maximum Step:
  - *Masters Max = 72.60 Employees*
  - *6<sup>th</sup> Year Max = 119.50 Employees*

## **AEA Contract Settlement: 2019-2022**

### **HIGHLIGHTS - Wages**

---

- Year 1
  - General Wage Increase – 2.0%
  - Total Projected Employer Cost Increase - 2.65% or \$680,972.00
- Year 2
  - General Wage Increase – 2.0%
  - Total Projected Employer Cost Increase - 2.70% or \$713,382.00
- Year 3
  - General Wage Increase – 2.0%
  - Total Projected Employer Cost Increase - 2.63% or \$713,836.00

***\*3 Year Total Projected Cost Increase to District 7.99% or \$2,108,190.00\****

## **AEA Contract Settlement: 2019-2022**

### **HIGHLIGHTS - Insurance**

---

- Year 1
  - Employee Premium Share – 19.0%
  - Employer Premium Share – 81.0%
- Year 2
  - Employee Premium Share – 19.5%
  - Employer Premium Share – 80.5%
- Year 3
  - Employee Premium Share – 20.0%
  - Employer Premium Share – 80.0%
- All other components of insurance remain unchanged.



## **AEA Contract Settlement: 2019-2022**

### **HIGHLIGHTS continued...**

---

- Stipends increased for teachers teaching more than 5 classes at AHS
- Language added requires faculty to work with us at least two years to qualify for tuition reimbursement & to remain in the District's employment for a minimum of 2 years following any reimbursement.
- The MA / 6th Year Degree \$500 Stipend eliminated for new employees after 7/1/19: \$66,000/yr cost
- A Stipend Review Committee established to determine stipends for coming years

## **AEA Contract Settlement: 2019-2022**

### **HIGHLIGHTS continued...**

---

- *State Teachers Settlement Wage Yearly Averages*

Year	AEA	State Average	Variance
2019/2020	2.65%	2.73%	-0.08%
2020/2021	2.70%	2.80%	-0.10%
2021/2022	2.63%	2.87%	-0.24%

- *As of Monday, October 22, 2018, the current statewide average for a three year settlement is 8.40%.*

## ***Teacher Settlements: 2018-2019 Season***

District	2019/2020	2020/2021	2021/2022	Total 3 Year
<i>Unknown</i> <small>(Hartford County)</small>	2.52%	2.45%	2.52%	7.49%
<i>Granby</i>	3.62%	3.73%	0.475%	7.83%
<i>East Hartford</i>	2.00%	2.94%	2.99%	7.93%
<b>*Avon</b>	<b>2.65%</b>	<b>2.70%</b>	<b>2.63%</b>	<b>7.99%</b>
<i>Unknown</i> <small>(Hartford County)</small>	2.72%	2.70%	2.77%	8.19%
<i>Unknown</i> <small>(Fairfield County)</small>	2.65%	3.33%	2.60%	8.58%
<i>Westport</i>	3.02%	3.17%	3.06%	9.25%
<i>New Canaan</i>	3.03%	3.16%	3.08%	9.27%
<i>Unknown</i> <small>(Hartford County)</small>	3.09%	3.47%	3.51%	10.07%

***Thank you.***



## **AEA Contract Settlement: 2016-2019**

### **HIGHLIGHTS**

- Wages – 3 Year Total Projected Increase 9.60% (\$2,372,054.00)
  - Year 1 = 2.25% (with Step)
  - Year 2 = 2.25% (with Step)
  - Year 3 = 2.25% (with Step)
- In exchange for the GWI plus step increases, the Union agreed to a new core insurance plan, the High Deductible Health Plan.
- Insurance –
  - Year 1 = Ee 17% / BOE 83%
  - Year 2 = Ee 18% / BOE 82%
  - Year 3 = Ee 19% / BOE 81%
  - The Point of Service Plan is a “buy up” option.

## **AEA Contract Settlement: 2016-2019**

### **HIGHLIGHTS continued...**

- The contract grandfathered 5 years of active employee insurance rates to retirees to new employees hired after July 1, 2016.
- *State Teachers Settlement Wage Averages - 2016-2019*

Year	AEA	State Average	Variance
2016/2017	3.37%	3.28%	0.09%
2017/2018	3.07%	3.26%	-0.19%
2018/2019	2.96%	3.13%	-0.17%

## ***Teacher Settlements: 2017-2018 Season***

---

District	2018/2019	2019/2020	2020/2021	Total 3 Year
<i>New Britain</i>	0.00%	2.60%	2.75%	5.35%
<i>Canton</i>	1.50%	2.94%	2.92%	7.36%
<i>Newington</i>	2.49%	2.49%	2.49%	7.47%
<i>Bristol</i>	2.03%	2.67%	3.06%	7.76%
<i>Easton</i>	2.52%	2.47%	2.77%	7.76%
<i>Weston</i>	2.35%	2.42%	N/A	N/A
<i>Granby</i>	3.62%	3.73%	0.475%	7.83%
<i>Bloomfield</i>	1.80%	3.08%	3.06%	7.94%
<i>Redding</i>	3.19%	2.80%	3.00%	8.99%