

AVON TOWN COUNCIL
MEETING MINUTES
JUNE 6, 2005

I. CALL TO ORDER

The meeting was called to order at 7:30 p.m. in the Selectmen’s Chamber by Chairman Hines. Members in attendance: Mrs. Hornaday, Messrs Carlson Shea and Woodford.

II. PUBLIC HEARING:

04/05-84 Lease Extension, Simmons Family Farm

The Clerk read the call of the Public Hearing as follows:

“TOWN OF AVON
LEGAL NOTICE

NOTICE OF PUBLIC HEARING

Notice hereby given that the Town Council of the Town of Avon, Connecticut will hold a Public Hearing on Monday, June 6, 2005 at 7:30 p.m. at the Town Hall, Selectmen=s Chambers, 60 West Main St., to consider the following:

To consider and permit all interested persons to speak on the plan of the Town Council to extend the current lease arrangements between the Town of Avon and the Simmons Farm to the year 2013.

Information regarding the lease arrangement is available in the Town Manager=s Office during regular office hours.

Dated at Avon, Connecticut this 26th day of May 26, 2005.

Philip K. Schenck, Jr.
Town Manager”

On a motion made by Mrs. Hornaday, seconded by Mr. Woodford, it was voted:

RESOLVED: That the Town Council approve and authorize the Town Manager to sign, on behalf of the Town of Avon, the Lease Extension Agreement to the year 2013 and the letter with Simmons Farm, as reviewed by the Town Attorney, and a copy of the letter to be sent to the Natural Resources Conservation District.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-100 Neighborhood Assistance Act

The Clerk read the Call of the Public Hearing as follows:

“TOWN OF AVON
LEGAL NOTICE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town Council of the Town of Avon, Connecticut will hold a Public Hearing on Monday, June 6, 2005 at 7:30 p.m. in the Town Hall Selectmen=s Chamber, 60 West Main Street, for the following purpose:

To consider participation in the Neighborhood Assistance Act in accordance with Public Act 95-268.

Dated at Avon, Connecticut this 26th day of May, 2005.

Philip K. Schenck, Jr.
Town Manager”

On a motion made by Mrs. Hornaday, seconded by Mr. Woodford, it was voted:

RESOLVED: That the Town Council approve and recommend the eight 2005 Neighborhood Assistance Act Program Proposals as follows:

Avon Police Department –
Eyewitness in-Car Video System (33AV) \$6,030.00

Eyewitness in-Car Video System (34AV)	6,030.00
Eyewitness in-Car Video System (35AV)	6,030.00
Eyewitness in-Car Video System (36AV)	6,030.00
Eyewitness in-Car Video System (37AV)	6,030.00
Town of Avon – Town Planning Department	
Avon Center Historic Lighting	150,000.00
Playgrounds for All Kids, Inc.. (PAK)	
PAK (Children of all abilities)	150,000.00
Gifts of Love	
Gifts of Love – for low income or in crisis families	10,000.00

Mrs. Hornaday, Messrs Hines, Carlson and Woodford voted in favor.

III. MINUTES OF PRECEDING MEETING:

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve the minutes of March 23, 2005 , April 6, 2005, April 7, 2005 and April 25, 2005 and May 16, 2005 as read. Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor. Mr. Hines abstained on May 16th minutes absent.

Mrs. Hornaday, Messrs Hines, Carlson and Woodford voted in favor.

IV. COMMUNICATION FROM COUNCIL

Mr. Shea reported he would like to compliment everyone that was involved with the presentation concerning the Avon High School Renovation Project. He never attended a meeting that was so thorough and complete, and presented all of the information in great detail, easily explainable to anyone who attended the meeting. The Town could not have done a better job, and this community can say that they have been well informed about the project. Mr. Woodford reported unfortunately there were only 100 people there, but it was the best information we had in 20 years, it was just fantastic.

Mr. Shea reported unfortunately he could not attend the Pasta Fest, but in driving to work this morning was amazed and wish to compliment everyone involved. He did not see a piece of paper from Arch Road to Route 44, not one piece of litter. This 175th Anniversary Committee has done an unbelievable job, and they deserve all of the credit in the world. Mr. Woodford reported for the Pasta Fest, hats off to that Committee and especially Mary Harrop, we had 1,400 people down there and it went off without a hitch, setting up, tearing down, 13 business restaurants that were involved with it bringing the food over, the bands, it was just a great day. They did a remarkable job, if you want something done put a couple of women in charge, no doubt about it, they did a remarkable job, and Mary Harrop did a unbelievable job. It was the consensus of the Town Council for the Town Manager to send a letter from the Town Council, congratulating everyone, all members of the Committee.

Mr. Carlson reported he would like to update the Town Council on the Facilities Maintenance Committee. We have a draft of our final report, which the Town Manager did an outstanding job on. We met at the Middle School tonight, we also met at the High School and Roaring Brook, we will meet in July at the Town Hall, and will have our final report shortly thereafter. At the August meeting he will give a brief update on it. Mr. Gugliotti will do the same for the Board of Finance, and either of us will do the final presentation to the Board of Education. He reported the good thing is the improvement in the upkeep of the educational facilities in this Town in the last seven years, since the last report, are exemplary. You need to walk into the Middle School right after school let out, and see the condition of it, it is also a testimony to the children of this Town, because that is something different for that age in the world - you do not see marked up walls, you do not see anything strewn about. They are well kept schools and the Committee is very pleased.

V. **OLD BUSINESS**

98/99-96 Review and Discussion: Future of Towpath School

The Town Planner reported as the Council requested he has been working with the Engineering Department to take a look at the Towpath School parcel of land as well as the Sperry Park parcel, both of which are somewhat unique in shape as both are triangular, to see what we would want to do if the Town Council did decide to sell the school property at some point in the future. The Sperry Park section is triangular, the Towpath and Annex section is triangular as well, separated by the remnant section of Mountain View Avenue ending in a cul-de-sac the Town built several years ago, there is also another entrance to rails-to-trails along there, and the Little League snack shack is near there. The total size of Sperry park is about 8.5 acres, Towpath area is about 9.5 acres. We looked at those two parcels for improvements, things such as if we were to construct more formal parking at Sperry Park. If we were to take a small triangular portion of the Towpath School parcel, approximately 2 acres, add it to Sperry Park to increase the usability of this piece without substantially compromising the value of what is left of the school area. He asked the Engineering Department to take a look at it and the study shows the addition of 120 parking spaces, by eliminating the cul-de-sac where it is now, extended the remnant section of Mountain View Avenue, and pushed the cul-de-sac further to the south so that the cul-de-sac would be where Mountain View Avenue intersects to the rear where the present rails-to-trails area is now which now allows for 14 additional parking spaces. At the same time we have taken that gravel field area on the north side of the schools, which is used unofficially as a parking lot now during peak times, and we show that it is certainly possible with a minimal amount of grading to create an area for an additional 68 parking spaces. Then as you continue north you see additional circulation as the land start to drop off, would be useable with some regrading so that at the bottom of that ravine would be additional parking of 38 spaces. This could be accomplished by taking approximately 2 acres of the tip of the Towpath parcel triangle added to the Sperry piece, and still leaving the most visible portion of Towpath School so that it would preserve the area of maximum value, which then could be used for other purposes in the future. We would always want to be in control of the use of the parking lot, first and foremost it would be a Town parking lot that would be the main parking for Sperry and Towpath. The Town Manager reported the Town also owns Sperry Park and have a requirement of the Trust that we maintain it, the Sperry Park Committee “oversees”, but has the authority if we do not maintain it appropriately. If we wanted to change the use dramatically or we wanted to sell it they have a role in it. Mr. Shea reported the reason it is pertinent, the issue is how much say the Committee would have over the new parking lot from Towpath area. The Town Manager reported the 2 acres that would be cut off from the Towpath School property would remain Town property, the Trust would not have any control over that. The Town Planner reported another scenario would be if Towpath property ever were in private ownership, it might be of some benefit to us where there could be some sharing of this parking also.

Mrs. Hornaday questioned in the material from the Assessor, is that potential market value based on 8.5 acres or on 6.5 acres. The Town Manager reported it is based on the 8.5 acres, so it is slightly less.

Chairman Hines reported he generally is not in favor of selling the Town property, in general we have not done that. What the Assessor has come up with are bare bottom numbers, and perhaps we could do better than that, but the only advantage would be if the property were developed we would receive taxes. He cannot see using the building for any kind of use in the near 10 to 15 years in the present building. With the expansion of the high school, the library, expansion of Fisher Meadows and the Town Hall, that is going to take all of the funds that we have. For these reasons he recommends we continue with the Annex for the School Administration, and remove the Towpath School and turn it into a park, with picnic tables and benches. One of the reasons are that we have very little open space, when you come down the mountain we have the golf course and Alsop Meadows, all the way to the Canton/Simsbury line we have nothing except Stub Pond, which really we have no control over. We are losing open space at least in appearance next to the Town Green, with property we did not own which is now being developed. The park would be an enhancement to this area, and it fits in with the Planning & Zonings latest Center Study which encourages a

pedestrian friendly place, this would be a nice little area, it would be friendly, be very desirable like a center mall, it would be of great benefit to the Mountain View Avenue. We have spent a lot of time looking at open space and here is an opportunity to make it without having to purchase property, and in the long term people are going to say this is really beneficial.

Mr. Woodford reported he sort of comes down to the two options of open space or selling it, because turning that building into something useful is going to cost millions of dollars. Then he comes down to the open space plan, because that has been one of our major thrust for the past five years or more. And if sometime in the future we can sell it, build a building, do whatever we want with it, but for now open space/park is the best option.

Mr. Carlson reported he has spoken out a number of times about open space and is totally in favor of it, we also have a responsibility to the neighborhood that surrounds it. All the same, he would like to at least entertain what thoughts others might have around the use of this building, for example he would not be in favor of that being a commercial endeavor. We have plenty of shopping here, he does not favor that being for restaurant use. We have a couple people here tonight from a school. The school is respectful of the neighborhood in that it is a school like we have there today. He does not have all of the creative juices to come up with the thoughts, so he would like to entertain some other thoughts with fairly tight restrictions for uses. He is fond of open space, he is just not willing to shut the door on other opportunities, and he does not know what they are. We have had eight to ten different inquiries, he would like to hear where the interest lies. He reported it is not a major population center for the Town. Mr. Woodford questioned whether he would rather sell it. Mr. Carlson reported we should look at deed restrictions, if someone is willing to do it, at least we should listen to them.

Mr. Woodford reported at some point we have to make a decision, and we have been throwing this around for a very long time. Mr. Shea reported along those lines, we have had enough time to kick this around for six to 12 months, and we have looked at, analyzed all of the various options, at this point there is a responsibility to anyone who wants to use it to come to us within a certain period of time, so that we can then evaluate whether the option of selling it or maybe having a deed restriction, is a viable option as something worthwhile. He is leaning towards open space, but we are in no rush here, he agrees that if someone wants to come and dump millions of dollars into the building and it is going to be, let us say the Farmington Academy, that it is a viable school, we could maybe have a partnership with them and work it out where it stays as a school as long as that building can house them, and then we make it a park. He would like to have those options, he is not in favor of selling, at this point we would need some type of partnership. But at this point the Town Council should say 'we need to entertain real offers within 90 days', then decide what we are going to do, and he is leaning towards open space, because he does not believe there is a group out there with viable capital that is going to place that kind of investment into the building, but he does not know all the options that are out there. Let us give people time to come up with a proposal, evaluate that proposal, and make a decision. Not to be redundant but to be diligent here, it is time for the Town Council to say to anyone who is interested – here you go you have a time frame here, or we are ready to go with maybe a vote for open space.

Mr. Woodford reported when you say you do not want to sell the building, there is no way we want to become a landlord of that building. Mr. Shea reported we need to keep our options open, if someone were to come in and renovate that building, and they were to put together a plan where they spent the money, and they made it into a viable option for a school, that is worth entertaining. If two or three years later they leave, we are stuck with the building. Mr. Shea reported then we would need \$250,000 or so to knock it down, which we were going to spend anyhow, we should not shut that door of being in partnership with someone there just yet, the term landlord constitutes that we have some financial responsibility, and he would like to take that off the table as far as he is concerned.

Mrs. Hornaday reported the fact is if anyone wanted to do anything with it for a school, everything that would be needed to bring it up to code would be almost prohibitive, in terms of expense. She really does not like the idea of taking down things, but if we are going to retain the property we are going to have to take the building down quickly, because we have a huge liability there, when you do not have people in the building and the oversight, there could be an accident, those become very attractive nuisances with children. She reported these figures here come up to \$500,000 potentially for the demolition, if it turns out to be asbestos or anything else, we have to be thinking about that too. Chairman Hines reported that including building the park could be at least \$500,000. Mrs. Hornaday reported when we are talking that we do not have enough money for parking lots, we have to be aware that we are talking about a minimum of \$250,000. The idea of it being a school appeals to her, and if people want to explore that she agrees that we need to say this is the window, and we move on it after that. Mr. Carlson reported he agrees, the figures there are \$500,000 but to get it to park like conditions you are talking seven figures, and we will have to discuss this in the budget process with bonding and everything else in the future. The benefit of this taking a long time with many discussions is that he has changed his feelings on this project because originally he thought a small retail type of a village type might be interesting, but that no longer has an appeal. To him it is open space or use where the user takes on all of the financial responsibility for a period of time, period. By getting it up to code, maintaining it, it is theirs to do not ours, that is the deal. It would be a huge financial commitment, one more than most people would want to do.

Chairman Hines reported they would repair, update, do maintenance, all of the insurance and financial responsibilities, and we would not receive any income from it, no taxes. The Town Manager reported that is all open for discussion, there may be implied contractual issues, if you receive money for something, but that is the type of thing we would bring the Town Attorney in on.

Mr. Woodford reported he is not sure we are doing our responsibilities to the Town, in his mind it would be to sell it to somebody to let them do that. If you are saying we give them the building and let them invest the money to bring it up to codes, without reaping that \$750,000 to \$900,000 value for the building for the Town, to him we are not doing our job. Mr. Shea questioned why? Mr. Woodford reported because we are throwing that \$900,000 out the window. Mr. Shea reported is it not doing our job by spending \$1 million in knocking the building down and then investing more to turn it into a park. If after a ten year lease, in ten years at \$1 a year, they would have all of the maintenance responsibilities and upkeep, then in ten years they bailed out the lease we then have the option, which we currently have to tear down the building and turn it into a park. Mr. Woodford reported he does not agree, we can sell it for \$900,000 and do that same thing.

Chairman Hines reported we would not have the option in the future of getting it back, because if they are successful we would not have any right to take it back anyway. The Town Manager reported you could structure it so that there was a ten year notice process, so that if the Town wants to use it at that particular point in time for another purpose you give notice. Mr. Shea reported it could be a land lease, it could produce income over time. The Town Manager reported that is another option we could charge a rent that is equal to the value of the building over a period of time, in addition to the fact that they have to make improvements.

Mr. Carlson reported he does not think we would get anybody either, but for the sake of 60 days, he would like to understand what the other options are out there. Chairman Hines reported we have probably heard all of the options, there have been several over the years. The Town Manager reported there were several letters maybe 10, they vary from the sculptor, to the Montessori School, Brighenti, Bill Ferrigno, and several others for building a village. Chairman Hines reported we eliminated retail, so we are either down to a park and demolishing the building, or looking at something like a school. Mr. Woodford reported he would not say park first, he would say open space first. Mrs. Hornaday reported her idea is if we are going

to do that we should just sell it outright, but the more she thinks about it from what she had heard from all of us, that the open space idea is more consistent with what we want to do in Town because once you have sold it, then you have sold it and people can decide what they want to do with it. If we want to make sure that area maintains a specific look or feel, then the Town has to own and control it.

Mr. Carlson reported he would like us to entertain proposals in the next 60 days, so on August 1st, anybody who is interested in using that building in like use, they can come in and tell us. They have to have the financial backing, they have to be able to demonstrate that in 60 days and have it totally secured, they have to be willing and able to meet all of the costs bringing it up to appropriate code. We have to get a ruling from the Town Attorney, that we can do this. And if at the end of 60 days we have no viable proposals, he will be the first person to say to demolish the two buildings, and turn it into open space.

Mr. Woodford reported he favors open space. Chairman Hines reported everyone would like us to do that, it is just a matter of wanting to see what the options would be. Mr. Shea reported if we entertain those options, and they come in, it sounds as though then we are going to be entertaining selling it, so before you make a motion, he wants to say he will not support selling it.

First we should move ahead with the abatement survey and get a figure on what that is going to be. That would benefit whether we sell it or tear it down or whatever.

Chairman Hines reported one proposal means the Town continues to own the property, on that basis he would not want to sell the property, but he does not like the Town becoming a landlord. The Town Manager reported that is the conundrum you are in now, whether you are willing to do that or not. Mr. Shea reported we are coming closer to a resolution in that no one wants to sell it, and since three do not want to be a landlord, why would we want to spend money with a lawyer to pursue it. Mr. Carlson reported if there is no sentiment to support it, then let us not go down that path, and entertain proposals or spend money with the Town Attorney, just let that die. His first preference and the only way he can vote is to keep this ownership with us, secondly no retail use, thirdly current use or open space. Chairman Hines reported one comment was to get rid of the Annex. Mr. Carlson and Mrs. Hornaday agreed. Chairman Hines reported if we do that then we have to find a new spot for the Board of Education Administration, and they are happy there, we may want to make some modifications. Mr. Shea reported how much money are we going to spend on the Annex building. Chairman Hines reported we just put a new roof on it, maybe it does not need that much money. The Town Manager reported we did that exercise a while back, it would require \$50,000 a year to go out and rent commercial space or less. Mr. Carlson reported get rid of the Annex also, and make the whole area a park. Chairman Hines reported he agrees, at some point when we are ready to make the park, we then look for a place to put the school administration. Mr. Woodford reported moving the Board of Education is a year's process. Mr. Shea reported although that is accurate you still have to start making decisions on how much money you are going to spend on that building, what about asbestos. Mrs. Hornaday questioned whether the survey would include the administration building as well as Towpath School, and to find out how much more that would be. The Town Manager reported the survey was initially for Towpath School, unless you want to include the Annex at the same time. Mr. Shea reported yes, and include what it would cost to knock the Annex down as well. Mrs. Hornaday reported whether we knock it down or not, we already have someone there, including another building should only be a minimum charge for the study. The Town Manager reported we can look at both buildings with the amount we have, and then if it is short, we will come back for additional money. If the Board of Education is going to stay there, we are going to have to make the improvements anyway.

The Town Planner reported we have a couple of commercial real estate owners on Route 44, that have entered into what they call land leases, it might be another viable option that would maybe address some of the concerns that the Council Members have, in that instance the Town would retain ownership of the

property, would enter into a land lease, generally 30 years as opposed to 10 years, we may be able to divest ourselves by the interest in the real estate with the structure itself. We say to whoever would like to submit a proposal that they have the option to use the building, renovate a portion or the whole thing, the rights to use that property for a period of 30 years, at the end of 30 years whatever improvements you made are now owned by the Town of Avon. Mr. Shea reported he mentioned the land lease a long time ago, but if we do not have support, we are going to be prolonging a decision that we appear to have. So the land lease although it is a viable option, does not appear to be, although that was what he was saying we should look at.

Chairman Hines asked for a vote on the abatement survey.

On a motion made by Mr. Carlson, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve and authorize the Town Manager to proceed with the process of having an abatement survey of Towpath School and Annex, funds to be taken out of the 04/05 Contingency Budget for an approximate amount of \$7,500.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

Sharon Healey, of Farmington Academy, reported from hearing your concerns it might be worth, if it is only 60 days as someone said before, at least entertain the possibility that the use of that building as a school could be an advantage to the Town, because it would provide a restored building, that would then be owned by the Town of Avon, at some point when the land lease was up. But that it also might be compatible with the use of the open space, because the building does not really take up that much of the open space, so if the building were used and the outdoor area were also used. If there was an opportunity sit down and work with the Town Council or perhaps the Town Manager, and try to work out an agreement that could then come back to the Council, at least you would have examined all the possible options.

Mr. Shea reported our role is to protect the Town, and to do what is in the best interest of the Town, and he has heard overwhelming sentiment about open space, but felt the responsibility to explore our options. The only reason he would not want to proceed this evening is that he just, with his business hat, while not trying to tell anybody that he knows more than them, but this is going to be real expensive. For us to entertain legal costs and enter into a discussion with an attorney, that is also how much money do we spend to try to find out that this is not a great deal. Mr. Gengras, of Farmington Academy, reported absolutely we are sitting here trying to figure out what you want to do, what direction do you want to take, do we have a window. We feel we have an opportunity and that it will cost a lot less, we have opportunities to raise more money. Mr. Shea questioned how in 60 to 90 days could you secure those kind of commitments. Mr. Gengras reported it is going to be hard, but we do have an unbelievable amount of interest for a Montessori School. Mr. Shea reported but you are going to try to raise money, then at the end in 30 years that building is owned by the Town of Avon. Mr. Gengras reported I understand. Mr. Shea reported you have a great school and everybody wants to help the 240 families and be supportive of this kind of concept and educational like same in use. Mr. Gengras reported it is unfortunate for us in regard to that time frame, but we have been talking about this for a long time, we thought there might be sincere interest, and it sounds like, and it is the Council's responsibility, that you want open space with not entertaining any other option, and that is your decision and he respects that. We would like to have the opportunity to take a look at it a little harder, if there is a window so be it, if not than –.

On a motion made by Mr. Woodford, seconded by Mr. Hines, it was voted:

RESOLVED: That the Town Council recommend the Towpath School be razed and turned into Open Space, the timing and the dollar amount to be determined.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

Mr. Carlson reported he is in favor of open space, we are caught here between a rock and a hard place, because if he votes no he is voting against open space, and that is not his intention at all. But to vote yes would be rushing the process, without the 60 to 90 days, maybe nothing is done and maybe money would be spent that we did not have to for the insurance, but also he is thinking of those who want to keep the building and feel strong about that, so we are caught here. He wants open space and voted for every acquisition we have done, he can support the motion, just not completely right in his mind. Chairman Hines reported many of our votes are on a compromised basis, this is one, but as we talked today, he hears open space is better, there seems to be more for open space than for keeping the building, this would be best in the long term, while he appreciates all of the concepts and options discussed. We have had enough time for this. The Town Manager to write a letter to the Superintendent of Schools to advise the Board of Education Administration to submit within 90 days their needs for the Towpath Annex, including what it cost to repair and/or relocate.

03/04-64 Avon High School Renovation/Additions: Approval of Supplemental Informational Material.

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Manager is authorized, in his discretion, to cause to be prepared and distributed explanatory materials regarding the resolution with respect to the design and construction of renovations, additions and improvement to the Avon High School being submitted to the voters of the Town at referendum to be held on Monday, June 20, 2005, such explanatory materials 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. The distribution of such explanatory materials may include, without limitation, postings on the Town Council and Board of Education web sites, and display of poster boards in various locations within the Town.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-66 Award Bid: Pine Grove School Roof (\$553,258)

Mr. Woodford questioned whether the Town Council was involved in this bid process. The Town Manager reported the School Director of Finance did most of the work, but kept him informed as he moved along with each part of this. Mr. Carlson questioned whether Kaestle Boos is comfortable with and has used Allied Restoration before. The Town Manager reported yes, they were involved with doing the specifications and everything else on it. The budget for the roof, for 04/05 is \$298,000, and 05/06 is \$300,000, we spent \$18,431, leaving over \$579,000.

On a motion made by Mr. Woodford, seconded by Mr. Carlson, it was voted:

RESOLVED: That the Town Council authorize and award to the apparent low bidder, Allied Restoration in amount \$553,258 for replacement of the Pine Grove School roof.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

VI. NEW BUSINESS

04/05-101 Electrical Deregulation/Purchasing Program: Bruce Williams and Andy Merola of CCM

Andy Merola, of CCM, reported we need to accomplish several things, one of which is to explain where we were and are now. We had some legislation several years ago about restructuring or deregulation, that went into effect January 1, 2000, at that time it offered a price ceiling where prices could not go above a certain level, in Connecticut our basic price was above our standard offer price therefore there was no competition, the purpose had been to achieve some lower prices among other things, as was achieved in Massachusetts with their program. The Legislature understood that, and basically amended that law in 2003 with what is now called the transitional standard offer, that is what we are all paying and will pay until close of business

December 31, 2006. We have enjoyed a 10% savings off the cost of power back in 1996, that was eliminated and basically some things were put in place to do what the name applies, transition us from an artificial price to a market price, that is Transitional Standard Offer.

He reported he would like to address why we have an energy program. We have lots of pressure on the price of electricity in the State of Connecticut, some of the problem that we have is self imposed, we can neither bring enough power into the State nor move the power within the State once we get it here, especially the lower southwestern part of the State. In discussions about the future, most agree that for the next five years we will not really see any relief in terms of energy prices, they all basically feed on one another, the result is prices are going up and will stay up until something more dramatic happens. Even the graphs tell the same story, prices are bad, they are not going down within the foreseeable future.

He further reported to create the program CCM's Energy Committee did an RFP for competitive bids for a consultant, we reviewed the proposals, we did interviews, selected a Service Provider, a company by the name of Bay State Consultants in Massachusetts. They have been doing this with municipalities and schools for about eight years, and have been very successful in Massachusetts, where they are ahead of us in terms of their competitive electric market. After we negotiated the Service Agreement with them, we negotiated some standard agreements for CCM member towns and schools, we had an announcement and had a kick off meeting. This program is run through a CCM subsidiary called CCM Services, basically CCM is a non-incorporated association. One of the things that we wanted to do was put a corporate entity between the end user and CCM's member Towns, that entity is CCM Services which is fully insured, it is a separate entity from CCM, and by law can do a lot of nice things just like other corporate type entities in the State of Connecticut, like for instance contracts. There will be one contract under our program that will be signed by both CCM Services, Bay State Consultants, and the participant in the program. Chairman Hines questioned whether other towns beside CCM towns would be involved. Mr. Merola reported this is a program that is available only to CCM member municipalities. Bay State was selected in terms of their experience, the number of contracts that they have negotiated, the amount of those contracts and their success in negotiating.

In terms of what is going on in connection between electricity and gas, the pricing for natural gas has increased substantially over ten years. This is the problem, when pricing reflects cost of fuel, pricing is extremely volatile, we will be at that volatile stage in 2007, we are somewhat impacted by it now, but will be more or less fully impacted by then. The gas supply and utility rates sort of go hand in hand, up and down, one follows the other. We are suggesting that you fix your cost of electricity and natural gas as well, try to beat that curve, hopefully get into the market at a time when there are dips below that ever increasing price, because they do occur. Mr. Merola reported there is always a factor of change, but you have to remember that what deregulation did was that it took CL&P and NU out of the generation business, they divested themselves of those assets, their responsibility now is the transmission and distribution of electricity. So now you have generators who are in the business of selling power on a competitive basis, and they want to compete against one another with hopefully some impact on price in a positive way for us. What you can see here, is a fixed price going forward, as opposed to that trend line which historically speaking has fairly consistently been rising, which meant your costs under utility companies has increased, whereas for the participants who signed supply contracts in the competitive market they were able to maintain a price however long that contract would be, three, four or five years. As that utility cost went up, they had a nice stable price for purposes of budgeting, and did see some savings.

We receive documents from a community, we have an RFP, negotiate contracts with suppliers that have a license with the State of Connecticut to sell on the retail basis. We ask the Town to review those contracts, come up with questions, changes, etc. and we negotiate them, leaving the only issue for what we call 'pricing day', the price. In other words you would have seen the supply contracts, and what we try to do for

you is to make them fundamentally equivalent, they are not going to be exactly the same, because these are individual companies with their own boiler plate, but we try to make that boiler plate such that when we present three or four contracts to you, you can be assured that basically we have taken the time, the effort, the negotiation to make a level playing field. Mr. Shea questioned what about from a service standpoint, you are focused on price, what about the service part of it, disruption of energy, any type of disruption in the flow of service. Mr. Merola reported you pay and will always pay your local distribution company to maintain the integrity of the grid, if there is a disruption on the grid it is their responsibility to clear it, whether it is a power outage, power lines down, surges, whatever it is, that is now their sole focus. Mr. Shea questioned how we make sure that there is power to be had. Mr. Merola reported there is always going to be, because basically this is the most pure commodity you can imagine, there is always power on the grid, it is always generated, and it is not where you buy it from, it all flows to the grid and then we all buy it from the grid. In terms of the reliability of the system, there is always going to be power there, ISO New England is in charge of making sure that there is enough generators filling in that load profile to make sure that the grid is powered and that we can always draw power from it. The Town Manager reported CL&P will take care of all of the lines, but you may have ten generating companies that are putting power onto the grid, and we are working through a broker that is Bay State, if we go with this program, to make sure that we are buying power from one of these generating companies. Mr. Shea questioned whether everything stays the same and we just save money. Mr. Merola reported the answer to that question is yes. Mr. Woodford questioned whether the energy supplier would bill us or CL&P would. Mr. Merola reported you basically have that option right now, as to which one, you could have as it is now, there is one bill. The local distribution company CL&P handles the billing on behalf of the supplier, instead of the billing as now saying generation service charge conditional standard offer, it will say generation service charge XYZ supplier, that is the difference, it is separated out between generation and, transmission and distribution.

Mr. Merola reported in terms of what you are asked as participants to do, we ask you give a recent utility bill for the accounts you would like included in the program, an audited financial statement and a form that allows us to get basically your usage history from the Utility Company. We ask you to review the contracts that we have negotiated excluding the price, then review the price on what we, as mentioned before, have called the 'pricing day', the bid. We go to the market just about every month, our role is to get your data, we profile the load, we do the RFP, the negotiation of the Supply Contract, and Bay State Consultants primarily are attorneys, this is their focus, he is an Attorney and looks over what they do, and am quite impressed with what they are able to do in terms of changing what are probably documents that have been vetted by 100 attorneys on the supply and power side, and yet we still have some leverage. One of the things about CCM is that we do have a little bit of leverage. Chairman Hines questioned how CCM gets paid. Mr. Merola reported there is a fee for the program, for us being the buyers' agent, on behalf of the participant, the fee for our program is 1.33 mills, or .00133 per kilowatt hour, when we give you a price we incorporate that, so that you can have an apples to apples comparison.

Mr. Woodford questioned whether they are making money on this program. Mr. Merola reported he would like to think so, yes, what we try to do is cover the costs of the program, and if we can add some what we call institutional value, enable us to do other things, we do try to do that as well. Mr. Woodford questioned why CCM would try to make a profit on this. Mr. Merola reported CCM is the Association of Connecticut Cities and Towns, of that percentage probably less than 15% is covered by dues from member cities and towns, one way to help keep dues low is to have income from other sources. One way to help to do more for cities and towns in terms of programs etc, is to have programs where there is a fee built in so that we can go out and do other things. What we always do in terms of the costs of the program, we ask the vendor what is your cost, okay, now you are working with CCM how can we save you money. If you cost is 'x', we want it to be 'x' but we want to take a certain percentage of 'x' because we are making your life easier, we are doing your marketing. He is talking to the Town Council of Avon, Bay State is not in the room, that is a cost saving for them, there is a lot of cost savings from the vendors in terms of the programs that we

do and that is basically where we get our fee from. We do not increase the costs from the vendor to the Town, we negotiate with the vendor that a portion of what they would otherwise charge comes to us because we are providing them with free pre value services. The Town Manager reported to elaborate there are other cooperatives or collectives that are doing the same thing, and this is our first introduction to this, so he is looking for more of an educational program tonight, than a decision making. We are going to have to make some decisions, but he wanted CCM to come in because there are other people that are doing this, some are less reliable than CCM. In terms of CCM's internal operations, the program has been up and down in terms of the revenues it has produced. Some years it has come close to breaking even, and other years it has not, it is subsidized by our dues, CCM's budget is another whole issue. Dues that we pay in cover only about 15% of the total cost of the operation, CCM has all kinds of municipal service programs, there are some grants but they are relatively minimal. We have the Municipal Revenue Collection Program where they contract with collectors to take suspense's from the tax collector, they are collection agencies. We have CCM Energy the largest portion comes from the insurance. CCM from CIRMA has a whole owned insurance subsidiary, with \$150 million in assets, the largest Workers' Comp provider in the State of Connecticut at this point, because no one else participates in the market most of the time, they also have a Liability Pool, and other CCM operations. The idea this evening is to look at this energy program. Mr. Woodford questioned whether CCM has an ethics code. The Town Manager reported yes. Mr. Woodford reported this is not personal, but he is fraught with people seeking business unethically in all kinds of businesses. The Town Manager reported what you have is a system that is in place where the municipalities are having problems in a particular area, they essentially go to CCM and say 'how can we do this thing better collectively'. Mr. Woodford reported he wants to make sure that CCM Energy has an ethics program, and that people like the Town Manager are overlooking it.

Mr. Merola reported we created this program like we create all of our service programs through request for proposals, RFP, municipal quotes come in, municipal people like Public Works Director review the proposals and make the selection. It is not a CCM staff selection, it is Municipal folks from Connecticut Cities and Towns that make that choice.

Mr. Woodford questioned what would happen if we did not do this. The Town Manager reported we have to make a decision as to whether to go with the standard rate, in which case we would be at the mercy of whatever the rates were, or we go ahead and we buy it either from another collective, other than CCM, such as the one the Board of Education uses, although they are reconsidering. Mr. Merola reported what we at CCM say is that we are going to go out to the market frequently on your behalf, we hope to hit the market when it is below that ever increasing line, we were able to do that in November. We are the only ones to do it in the State of Connecticut, there are nine communities under our program that are off of Transitional Standard Offer, they are with a competitive supplier, they are Coventry, Cromwell, Mansfield, Waterford, Washington and a few others. But your location does not matter, your LDC does not matter, we are available to every CCM member, but the point is if you do nothing the worst that happens is that you are subject to market forces, you will always get power, always be able to hit the switch and the lights are going to come on. The question for you really is, should you do something proactive to take advantage of the competitive market, that is now in existence, it does exist and it is working. Chairman Hines questioned whether the Board of Education should be brought in now. The Town Manager reported yes, the Director of Public Works is now talking with them. The Director of Public Works reported he has tried to get a response, but they have committed themselves for another year.

Mr. Shea reported from what we are learning this evening, when were you looking for us to make a decision? The Town Manager reported basically when the Council is comfortable with what you know, we need to select a collective to go with. Mr. Shea reported this is not that complicated, the technical part of it is, but not the joining up with a group. The Town Manager questioned what other collectives are out there that you know of? Mr. Merola reported he only knows of CCM, and the Region 15 School District, they are

the only two for electricity. He reported he would like to point out that there is a key difference between our program and that, they are an aggregation program in other words everyone that joins gets one price, in CCM you get your price that varies as to how you look to a supplier, if you have a great low profile you will not be hurt by another town that has a poor low profile and vice versa. We do not want our participants to be subject to others participation. CCM's program contracts are negotiated anywhere from one year to five year contracts. On pricing day we give you a choice, a combination of here is the price for this term, and you pick out basically what works for you. Chairman Hines questioned if the price ever goes down? Mr. Merola reported it went down dramatically in November last year, so we locked in prices for three years starting January 1 of this year. We have now seen a divergence in the market between two key things, which are the price of oil and the price of gas. The price of gas is paying more attention to the gas in storage than what the price of oil is, to us that means a good pricing signal, so we are hoping that with the group that we are going to market for it will be good. Oil has put pressure on the price of electricity, and we are hoping that we will see a dip in the market created by that, how long that lasts we do not know, so we like to have people ready so that we can pull the trigger on that day, and quite honestly that pricing day, those prices in that market are not held for more than one day, we get pricing in the morning, we make a recommendation to you and you have to be ready to say yeah or neigh on that day. But remember everything else in that contract you are already happy with, we have negotiated everything in the contract except for the price. The only issue you have on that day is the price. Mr. Shea questioned the average between one to five year contracts with CCM municipalities. Mr. Merola reported all of them run three years, because the price for that three year term was fantastic in November, and we have gone out four times already this year.

Mr. Woodford questioned if the Town Manager would make that decision? The Town Manager reported the Town Council would have to approve him to be able to do that, yes. It is no different than when we do a bond issue, we have the telephones right here and we take in all of the decisions. Mr. Merola reported we have recommended everyone this year to hold still with their prices, but we have gone to the market, we have done the work several times since November last year. The target price in the schools program was \$7 and some odd cents, we already beat that price, and recommended to our participants not to take it, not for every participant, but again we got individual prices. We at CCM are doing this right, in going to the market in a repeated cycle, we keep the players competing with one another and we keep you in the game to the point where when we hit that low and we can lock in that price, you are going to pay that price on a going forth basis. In the length of the term, it is up to the Town.

Mr. Woodford questioned when the Town Manager would want to do this. The Town Manager reported we would want to move along, if you are comfortable with tonight, he would need an authorization to move ahead, to basically go through those nine different items required. Mr. Woodford questioned then you want to do this? The Town Manager reported yes. It is not necessarily going to save us money over what we are paying now, it is going to prevent us from having to pay more as we move forward. Mr. Carlson questioned who has the due diligence on the provider, is that Bay State or is that here. Mr. Merola reported on the supplier of electricity, both the State of Connecticut and CCM. They have to pass a tremendous number of hurdles to be a licensed supplier in the State of Connecticut, we also require financial guarantees and those kinds of things, so we do and so does the State. The prices are on an eight week cycle, we have Avon's load information, and when the process of entering into an Agreement is completed, therefore it will be pretty quick in terms of getting to the market, but again we are out to the market just about every month. Mr. Woodford questioned if we would be able to get in on the next cycle of June 14th. The Town Manager reported the Town Attorney started to go through some of the contracts, which has been put on hold until after this review of the complicated process, after your approval we have to go through the 8 week procurement cycle in an orderly manner, and if we make it, we do, but if we do not make it, then we wait. After your approval the Town Attorney will review the final paperwork as well.

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve and authorize the Town Manager to proceed with the process of entering into an Agreement with CCM Energy for the Electrical Deregulation/Purchasing Program, subject to Town Attorney review of all paperwork.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-102 Bid Award: Roadside Mower \$105,721.38

The Director of Public Works reported he went to the State Department of Administrative Services for this contract, they have several of these tractors statewide, the contract was awarded to Bacher Corporation of CT, for the roadside attachments, but the tractor contract has not yet been awarded. The vendor, Bacher Corporation, agreed to allow us to purchase the entire roadside mower with attachments, at last year's contract price, which he is presenting tonight. The purchase of used equipment for this, is not practical as the condition of some of this equipment you will see that it has been welded back together, the work does take a toll on the roadside mowers. Chairman Hines questioned what will be done with the old equipment. The Director of Public Works reported we will take the small mower off of the rear of the equipment and use that in small areas, the larger mower section is inoperable.

On a motion made by Mr. Carlson, seconded by Mrs. Hornaday, it was voted:

RESOLVED: That the Town Council approve the purchase of a roadside mower, effective 7/1/05, from the State Contract award low bidder, Bacher Corporation of CT in amount \$105,721.38, as recommended by the Superintendent of Public Works.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-103 Review, Discussion and Approval: Sconsett Point Association Pond Management Program

The Town Planner reported he reviewed the request made by the President of the Sconsett Point Homeowner's Association relating to the treatment of four ponds with herbicides to control the submersed and emergent vegetation. The herbicides which will be used will require that the association obtain permission from the DEP. We are aware that the DEP has permitted these chemicals in other water bodies in the Town. It is the DEP which has expertise in this area and not the Farmington Valley Health District. Therefore, it is most appropriate for the DEP to review and permit this work.

The Town Manager reported the Sconsett Point Association has requested that the Town of Avon allow them to retain a contractor to provide weed control services under a nutrient management program to the ponds immediately easterly of the Sconsett Point development. The Town Planner recommends this, and he would concur, to allow the Sconsett Point Association, with appropriate DEP approval, which is required, to institute such a program in the ponds that they have indicated.

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve the Sconsett Point Association Pond Management Program, to proceed, as recommended by the Town Planner, with appropriate DEP approval.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-104 Road Acceptance: Far Hills Drive

The Town Manager reported the Engineering Department has inspected this road during all phases of construction and found it to be constructed in accordance with Town of Avon standards for road construction, and the developer of Far Hills has requested its acceptance. All necessary instruments to convey title to the road and storm drainage have been submitted and reviewed by the Town Attorney, and the Deputy Town Engineer recommends acceptance of this road.

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council accept Far Hills Drive into the Town of Avon Roadway System as recommended by the Deputy Town Engineer.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-105 Renewal: Assessment Services Agreement, Town of Canton

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve and authorize the Town Manager to sign on behalf of the Town of Avon, the Avon/Canton Assessment Services Agreement, with fees payable to Avon in amount \$44,142, a 3.5% increase over last year, for Assessment Services in FY2005/2006.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-106 Status Report and Waiver of Purchasing Policy: Building 7 Improvement/Town Clerk's Vault Expansion

Chairman Hines reported he recently looked at the work being done to Building #7, since the last time we were there you could not believe the status of it now the way it is coming along, they are making great progress. The Town Engineer spoke to him about the problems he is having. The Town is the general contractor, and the Town Engineer is saving us money by no profit going to a general contractor by doing it, his problem is that he is limited in bids with a cap of only \$10,000, and is asking that for this project we waive that cap, but it may be too low for all projects. We may want to waive for the Town Hall project, then do an update of the general policy.

The Town Manager reported there are really two issues that we are dealing with, two relate specifically to Building #7 project, - - we need to validate the contracts that have already been let, and secondly we need to increase it to \$50,000 for the subsequent remaining contracts, and then the Town Engineer is recommending we change the purchasing policy in general to \$30,000.

Mr. Woodford questioned what this means, can someone just say they are going to do something for \$30,000. The Town Manager reported no, what it means is that person would have to get three appropriate written quotations. What it does do is it relieves the responsibility of getting formal bids where you are preparing an RFP, with engineering drawings, putting an ad in the newspaper, having a formal bid opening and what not for these projects. And right now our limit is anything over \$10,000 we have to go through a formal written bidding, advertising process. This would raise that cap, the Town Engineer wants it for \$50,000 on this building project for #7 because we are the general contractor. Mr. Carlson reported when the Town Engineer is doing lighting, he goes out and gets 3 written bids for that lighting? He wants to make sure that we have an in file that we have documented bids, and that we pick the lowest qualified bidder. He reported he is all for removing the paper hassle and all of the nightmarish stuff you go through when developing the specs, which actually cost you more money on something as simple as doing lighting changes, but he is not for getting to a situation where we do not have 3 bids, where they are not written, and they are not in the file. The Town Manager reported he has no problem with that, he agrees.

Mr. Shea reported obviously you can award a contract for \$45,000, would that contractor have to be bonded? The Town Manager reported yes. Chairman Hines reported for the general policy, we would go to \$20,000 or \$30,000, that is one question, and a special exception for building #7, to allow the Town Engineer to go to \$50,000 for this project only. Mr. Shea reported no problem, his suggestion though could limit the scope of who bids and who does not, he questioned whether we bond everything over a certain amount. The Town Manager reported we look at it from a standpoint of what is the risk involved in it, there are certain ones that we want to have bonded, we do not go basically strictly on a price basis. The Town Engineer would like to have a person to oversee the renovations of 5 and 6, there has just been too much

paperwork, oversight, and all for us as a staff to be able to handle. Mr. Woodford reported we just have to be careful because we can not think in terms of the Town Engineer as he, it is a department, but we have to be careful \$50,000 is a lot of money. Chairman Hines reported that would only be for that project, he would go back to \$20,000 or \$30,000 for all others, - this way we can get things moving in building #7.

On a motion made by Mr. Shea, seconded by Mr. Carlson, it was voted:

RESOLVED: That the Town Council authorize the Purchasing Policy be amended to a \$25,000 cap, and a temporary change in the Purchasing Policy for Town Building #7 Renovations Project to be a cap of \$50,000 for the duration of the project.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-107 Renewal: Animal Control Services Agreement, Town of Canton

On a motion made by Mr. Woodford, seconded by Mr. Carlson, it was voted:

RESOLVED: That the Town Council approve and authorize the Town Manager to sign on behalf of the Town of Avon, the Animal Control Services Agreement with the Town of Canton, for providing Animal Control Services for FY2005/2006, in amount \$44,142, an increase in current fees of \$50 per month.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

VII. TOWN MANAGER'S REPORT: MISCELLANEOUS

The Town Manager reported he would like to update the Town Council on the Sewers, the Water Pollution Control Authority set up a sub committee last fall to put out an RFP, to interview consultants, and come back with a recommended consultant to update the Master Sewer Facilities Plan and to incorporate in that update a considerable amount of data collection and work that would go into the GIS system that the Town has. The idea at the time was that the total cost of all of this work would probably be somewhere in the neighborhood of \$400,000, that the State of Connecticut would provide through the DEP with a grant for about 55% of that total, the balance of the funding would come out of the Sewer Operation and Maintenance Fund. The AWPCA went ahead and was going to start the project until they got a letter from the DEP saying that the grant money would be coming. We anticipated receiving the letter in December, we did not, we got a phone call basically saying that this was not the time, and that we did not feel that it was appropriate to move ahead with this amount of detail. We asked them to put it in writing, they put it in writing, we asked them to come out and set up a meeting, the Consultant who happened to be Fuss & O'Neill, arranged with this meeting with the DEP, this meeting occurred in March. We got a very positive response from the meeting and thought things were that we would be getting a letter, subsequent to that indicating that these things would probably be eligible, but the funding might not be coming until next year. We got another letter that was almost the opposite of what happened in the meeting, it was different than the first letting saying no, but this one was more of a qualified no. In the meantime the amount of funding available at the State level because of the Federal Budgeting process and everything, has declined further forcing the State to use what funds they already have. They are going to get to fund things like the upgrade of the Simsbury Treatment Plant. They are putting them into construction money rather than into these planning documents, although technically we are still eligible for this. The AWPCA at their last meeting, basically has told Fuss & O'Neill that we are either going to trim the scope of services in this \$400,000 RFP down to the \$180,000 that we would have been paying for anyway, unless they can come up with something more definitive as the Consultant in terms of working with the DEP. That is where we are at the moment, we are still trying to finesse getting a letter of commitment or something from the DEP on this grant money. If we do not get it, the AWPCA is going to be restructuring the whole RFP process, in fact they are even starting to talk now that there may be enough of a restructuring of what we want to have done to go out and get another consultant.

Following this at the same time, is that we are looking to deal with the issue of how to maintain our Sewer Systems, we are getting to the point where we do not have a sewer department, we have had limited results from Farmington and Simsbury, both of those communities have said that they are interested, Simsbury even sent us a letter indicating that they wanted to bid on ours. But what we are finding is that they do not really provide the services in some cases. The retired person working for us, has decided that he would like to retire from this, which in some cases is not even 20 hours a week, because of family health problems. We are looking at (1) potentially contracting, we are in the process of soliciting informal proposals from the Avon Water Company, the Connecticut Water Company, put an ad out, sent out letters, to see who out there might be interested in maintaining our sewer system, (2) we are also looking at hiring a full time person that can take over for this half time person we have now, that will both work in the sewers in terms of managing this whole thing, but also oversee these contracts, and deal with whoever the vendor is that is coming along. This is the way we are moving at the present time, and he wanted to bring the Town Council up to date. At some point the Water Pollution Control Authority will be coming back with recommendations, (1) do we stay with the same consultant, or not, and do we sign a contract with him (2) should we hire someone to run the sewer system and manage it for us. Chairman Hines questioned whether that could be someone who would manage Simsbury and Farmington as well. The Town Manager reported it could, Simsbury sent us a letter indicating they are interested but only on their part of it, but not interested in managing Farmington's part of it. What we are looking at is maybe we can get someone who will manage the whole thing for us. Another alternative, which he is not too interested in pursuing, is setting up a sewer department and going out and hiring people to do this, he is trying, at least initially, to use a private sector vendor to do this, also includes our portion of the Farmington Woods sector which has an electronic meter to maintain. We had a very good system set up in terms of our Town Engineer and Deputy Town Engineer, we also had situations where some of these people are called at midnight, with significant issues that we have found over the last six months with the Avon Health Center. But we do not have anybody, except a band aid/bailing wire set up here to manage this. There will be some big major decisions coming that area.

The Town Manager reported Sprint Tower, want to relocate the tower 40', the Town Planner has checked it out and it seems okay, but that is going to require that we modify the lease agreement that we have with them. This will be on the next agenda.

The Town Manager reported Verizon has indicated that they are interested in being put on that tower, and the Connecticut Siting Council requires joint use, so that we do not have many towers in one place.

We would not need to make a decision on the next point this evening, but one of the things we have been talking about at the Staff level is taking the revenue from this tower rental, which will be somewhere in the neighborhood of \$20,000 or \$25,000 a year, and setting up a special fund where that money goes into to just deal with communications issues, Police Department, Fire Department, Public Works, dealing with the dispatch center in terms of the equipment and everything. There is a letter from Farmington which both he and the Chief find somewhat disingenuous to, it fits in with the new Chief's attitude about this, now it falls apart. It may mean that we are going to have to update more of this communications equipment down the road, at a significant cost. He is thinking of taking this money putting it in a fund, we only use it to do the communications items, there are pros and cons, setting it up. Mr. Shea questioned why we would do it that way, if we have problems with the communications system, it should go through the regular capital budget process. He is concerned in having special funds dedicated towards special capital projects, except for open space, that enters into a different area. The Town Manager reported he has no problem with that, it was just being talked about. Mr. Carlson reported he has never loved the recreation special fund, although it is slightly different, we can propagate this with hundreds of special funds, we still have to run the stuff through the budgeting process at the end of the day, this is a revenue source. Chairman Hines reported he is not in favor of it.

The Town Manager reported we found out recently, that Carol Griffin will be coming to the Planning & Zoning Commission next week, to apply for a rear lot. We had hoped to obtain the back of the Griffin property as part of the Library expansion, we are setting up a meeting with the Town Planner, Head Librarian, Carol Griffin and myself, to look at what it is going to take to get what we need out of that property. We do need that property for the Library, for a 40,000 square foot library. Mr. Woodford reported we can build the library to fit the land that we have. He reported we have not decided on the Library expansion. The Town Manager reported the original plan was if we were going to have a 40,000 square foot library, we would be able to meet the density requirements by getting the back of the Griffin property. Mr. Shea questioned how that does not violate the density, how do those properties become a building lot. The Town Manager reported the Planning & Zoning Regulations provides if you are in an R40 zone, to put in a rear lot you need 80,000 sq ft, so the Griffins are going to donate close to an acre, the Mackie's have 2.5 acres, they are going to donate, they are teaming up together for one lot. We need both properties to accomplish the plan for the Library expansion. Chairman Hines reported that would be if we were going to build a 40,000 sq ft building, there has been no agreement on that yet. We can go back, he will talk with the Town Planner about what we need, essentially we need 25,000 square feet of the Griffin property to give us a 40,000 square foot building in terms of the ratio of building to land for the library, if you cut that 25,000 feet out and say we do not need it, he would not know what the reduction is from 40,000, whether it goes to 35,000 or whatever. Mr. Shea reported we should still pursue the discussion about it. Mr. Woodford reported yes, he is just saying it is not the end of the world, if we do not get it, we build a smaller one. Mr. Shea reported it will be a while before we make a decision, would we not want the flexibility, if we could get it? Chairman Hines reported sure, if we could get it at a reasonable price. The Town Manager reported the other thing too, we always as a municipality tried to live within our own regulations, and if it comes to the library at that point and we lose the Griffin lot and we cannot have a 40,000 square foot library, but we want a 40,000 square foot library, then you can maybe exempt yourselves. The Town Manager reported we will sit down with the Griffins and see if we can work something out, if not, we will say thank you.

The Town Manager reported Mr. William Ferrigno wrote a letter complaining about the building permit fees, that they seem to be high, we are doing some research on that in terms of fees, and will get back to him, that is something that is still pending. We have received complaints from other people too, that it is bad to have them this high.

The Town Manager reported the Board of Finance went through an RFP process for Auditors, we only got two auditing firms that were interested in Avon - Bloom Shapiro, and Scully and Wolf. They interviewed them on May 25th, and selected Bloom Shapiro, for three years with an option to extend two more single years for a total of five years. Mrs. Hornaday questioned whether we previously used the firm. The Town Manager reported yes we used Bloom Shapiro. Mrs. Hornaday reported it is a smart move to change your auditing firm every so often, get new eyes.

The Town Manager reported a copy of the Annual Report, that the Police Department did is in your packet. As you know Chief Agnesi has indicated that he will retire in August, 2006. So at some point this fall, we are going to have to decide what we want to do on a recruiting process. We have a lot of turnover going on in the Police Department, we are in the process of recruiting again for officers, we have two openings. Some of these are due to the ones that were approved in the budget, by the time we get through the recruiting process, and get them in and so forth, it will be time to put them out on the street. Mr. Shea reported Chief Peter Agnesi, deserves a little recognition, he did a great job taking over for Jim Martino, that transition was not the easiest, Mr. Martino was very very popular, Peter you will be missed.

The Town Manager reported one other thing with the Police Department is that we have had Lieutenant Barrows in charge of the Patrol Division, and Lieutenant Jadovich in charge of the Service. As of today we have switched the two of them, with Lieutenant Jadovich in charge of Patrol Division, and Lieutenant Barrows in charge of Service.

VIII. EXECUTIVE SESSION: LITIGATION/NEGOTIATION

On a motion made by Mr. Carlson, seconded by Mr. Woodford, it was voted:

RESOLVED: That the Town Council go into Executive Session at 10:25 p.m.
Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council come out of Executive Session at 10:35 p.m.
Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

On a motion made by MR. Carlson, seconded by Mr. Woodford, it was voted:

RESOLVED: That the Town Council add to the Agenda Item # **04/05-108, Agreement between the Town of Avon and the Connecticut Independent Labor Union Communications Dispatchers Local 22.**

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

04/05-108, Agreement between the Town of Avon and the Connecticut Independent Labor Union Communications Dispatchers Local 22.

On a motion made by Mr. Woodford, seconded by Mr. Shea, it was voted:

RESOLVED: That the Town Council approve the Agreement between the Town of Avon and Connecticut Independent Labor Union Communications Dispatchers Local 22, effective July 1, 2005 through June 30, 2010.

Mrs. Hornaday, Messrs Hines, Carlson, Shea and Woodford voted in favor.

IX. ADJOURNMENT

The meeting was adjourned at 10:35 p.m.

ATTEST:

Caroline B. LaMonica
Town Clerk