

MEETING MINUTES

Easton Board of Selectmen
December 3, 2015 – 7:30 p.m.

Town Hall Conference Room A

Adam Dunsby called the meeting to order at 7:30 p.m.

Present: Adam Dunsby and Robert Lessler and Carrie Colangelo

1. Robert Lessler moved and Adam Dunsby seconded to approve the minutes of the Easton Board of Selectmen Meeting of November 19, 2015. Carrie Colangelo abstained. Motion passed.
2. Public Comment: Jim Riling welcomed Carrie Colangelo as our new Selectman.
3. Robert Lessler moved and Carrie Colangelo seconded to approve the following tax refunds as recommended by Christine Calvert, Tax Collector: 1. EVELYN AVERILL - \$73.71; 2. ALEXANDRA SCEBOLD - \$70.11; 3. VW CREDIT LEASING LTD - \$267.57; 4. VW CREDIT LEASING LTD - \$689.02; 5. VW CREDIT LEASING LTD - \$68.71; 6. VW CREDIT LEASING LTD - \$232.51; 7. CHASE AUTO FINANCE CORP - \$238.16. Motion passed unanimously.
4. The discussion and possible acceptance of bid for ACO TRANSIT CONNECT XLT VAN as recommended by Captain Doyle, Easton Police Department was tabled as clarification was needed regarding the bid received.
5. Ed Nagy, Director of the Department of Public Works and Gary Simone, Director of the Parks and Recreation Department were invited by Adam Dunsby to discuss the 2015/2016 snow removal in Easton regarding the short term and long term challenges as well as suggested solutions. A copy of the WINTER STORM WORK document provided by Ed Nagy is attached to these Minutes. No action was taken at this time.
6. Carrie Colangelo moved to approve the Tentative Agreement with Service Employees International Union Local 2001 Public Works Employees for the term July 1, 2015 to June 30, 2017. Motion passed unanimously. A copy of the agreement is attached to these minutes.
7. Robert Lessler moved to approve the Driveway Variance and Indemnity Agreement for 25 Riverside Lane, Hal and Anita Rosnick. Carrie Colangelo seconded. Motion passed unanimously. Copy of agreement is attached to these Minutes.
8. Carrie Colangelo moved to approve the proposed 2016 meeting calendar with the addition of stating the time (7:30 PM). Robert Lessler seconded. Motion passed unanimously.
9. After a discussion on South Park Avenue, the Board agreed to ask the Planning and Zoning Commission to prepare a report on the appropriateness of the South Park property for senior housing.

10. Executive Session: Carrie Colangelo moved to have the Board adjourn to Executive Session to discuss the pending case of Town of Easton et al v. Nikki Zeoli, FBT-CV 15-6047475-S at 8:50 p.m. Robert Lessler seconded. Motion passed unanimously.
The executive session was attended by Adam Dunsby, Carrie Colangelo, Robert Lessler, Robert Maquat, and Ira Bloom.
Executive Session was concluded at 9:55 p.m.
11. Board member comment: Adam Dunsby related that he spoke to Homeland Tower, and the signing of a carrier for the cell tower will depend on the carriers' 2016 budget priorities.
12. Robert Lessler moved and Carrie Colangelo seconded to adjourn the meeting at 10:02 p.m. Motion passed unanimously.

3A~12-03-15

**WINTER STORM WORK
LOCATIONS, DEPT. RESPONSIBILITY, AND TOWN EQUIPMENT**

12/7/2015

Location	Responsible Party
94.23 miles of Road, 94 dead ends, and various intersections	DPW crew
Town Hall Parking Lot	DPW crew
Sidewalks	Custodian
Police Dept. Parking Lot	DPW crew
Sidewalks	Custodian
Library Parking Lot	DPW crew
Sidewalks	Custodian
SSES - Driveway & Parking Lot	DPW crew
Sidewalks	Custodians (up to 6 inches)
HKMS - Driveway & Parking Lot	DPW crew
Sidewalks	Custodians (up to 6 inches)
660 Morehouse Rd.	DPW crew
Senior Center Sidewalks	Park Staff
TSA Sidewalks	TSA Staff
ECDS (2) Major Sidewalks	DPW crew plows / ECDS Staff Sands Sidewalks
ECDS Small Sidewalks & Doorways	ECDS Staff
EMS	DPW crew
Animal Shelter	DPW crew
Sidewalk	ACO - snowthrower
Aspetuck Park - D/way/Parking	DPW crew
DPW Parking Lot	DPW crew
Morehouse Property D/way	DPW crew
Paine Property - D/way/Parking	DPW crew
P & R / ECC Driveway	DPW crew

WinterStorms/Work/Location/Dept/Equipment

**WINTER STORM WORK
LOCATIONS, DEPT. RESPONSIBILITY, AND TOWN EQUIPMENT**

12/7/2015

AVAILABLE EQUIPMENT

DPW Equipment	P & R Equipment	SSES Equipment	HKMS Equipment
9 Large Trucks with Plow and Sander	1 Pickup Truck / Plow	1 Skid Steer w/Plow/Snowblower	1 Garden Tractor w/Plow & Snow Blower
5 Small Plow Trucks	2 Tractors w/Loaders	1 Walk Behind Snow Blower	2 Walk Behind Snow Blowers
	JD 1145 Ride On Snow Blower	2 Garden Tractors w/Plows & Snow Blowers	
	1 Walk Behind Snow Blower		
	2 Snow Throwers		

AVAILABLE MANPOWER

DPW Staff	13 Full Time / 2 Part Time	(When Available)
P & R Staff	2 FT	
SSES	5 FT	
HKMS	4 FT	

TENTATIVE AGREEMENT BETWEEN

THE TOWN OF EASTON
AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 2001

PUBLIC WORKS EMPLOYEES

JULY 1, 2015 TO JUNE 30, 2017

Additions to the existing contract are in bold, italicized caps, deletions are struck through.

ARTICLE IV - SENIORITY AND LAYOFFS

4.3 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. **EMPLOYEES HIRED AFTER JULY 1, 2012 WILL HAVE RECALL RIGHTS FOR ONE (1) YEAR.** Recall to the Employee's pre-layoff classification or to an equal or lower classification shall be in order of seniority, provided the Employee has the ability to do the available work, and any Employee so recalled shall be expected to report for duty not more than ten (10) days after the mailing of such notification to his or her last known address. The Employee shall be obligated to keep the Town informed of any address change while on layoff. If the Employee fails to report in the ten (10) day period, the Town shall have no further obligation to retain the job position for the Employee. The time limit may be waived by agreement of the parties for good cause. Recalled Employees shall return to the same status they held on the date of layoff, including vacation and sick leave accumulation, if any, and all other benefits. It is understood and agreed that the Town shall have no obligation to recall any Employee where the position which becomes available is in a classification which is higher than the Employee's pre-layoff classification.

4.5 No Employee shall attain seniority under this Agreement until he or she has been continuously on the payroll of the Town for a period of nine (9) calendar months, **UNLESS THE EXPIRATION OF THE NINE MONTHS WOULD OCCUR BETWEEN JANUARY 1 THROUGH MARCH 31, IN WHICH CASE THE PROBATIONARY PERIOD MAY BE EXTENDED UNTIL APRIL 1.** During such period, he or she shall be on probation and shall be terminable by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of his or her probationary period, an Employee's seniority shall date back to the commencement of his or her employment.

4.7 When the Town determines a vacancy is to be filled, the Town agrees to first offer the vacant position to qualified lower rated Employees. If promotions are made to higher rated jobs, they shall be made on the basis of ~~seniority~~, ability and experience. This Section does not apply to vacancies to the position(s) of crew leader.

ARTICLE V - BARGAINING UNIT WORK

ADD NEW SECTION 5.2

5.2 ALL WORK WHICH REQUIRES OPERATING MACHINERY, AS DEFINED IN SRTICLE 12, SECTION 12.7, SHALL BE GIVEN TO A QUALIFIED BARGAINING UNIT MEMBER PRIOR TO BEING ASSIGNED TO A PART-TIME OR TEMPORARY WORKER.

ARTICLE VIII - SICK LEAVE AND ABSENCE AND LATENESS POLICIES***ADD NEW SECTION 8.7.6***

AN EMPLOYEE WHO IS ON SICK LEAVE WHO ENGAGES IN OTHER EMPLOYMENT DURING WORKING HOURS SHALL BE SUBJECT TO DISCIPLINE.

ADD NEW SECTION 8.8

ANY EMPLOYEE WHO IS HOSPITALIZED PRIOR TO OR DURING A VACATION PERIOD SHALL BE ALLOWED TO CHANGE THE VACATION TIME TO SICK TIME ACCORDING TO THE PROCEDURE SET FORTH IN SECTION 8.3 ABOVE.

ARTICLE X - VACATIONS

10.2 All vacations must be used within one (1) year from the date they were accrued. ***EMPLOYEES THAT ARE ENTITLED TO MORE THAN TWO WEEKS VACATION PER YEAR MAY REQUEST TO CARRY OVER UP TO ONE WEEK'S VACATION BEYOND THEIR ANNIVERSARY DATE FOR UP TO TWO MONTHS. ANY REQUEST TO CARRY OVER VACATION SHALL BE SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO THE EMPLOYEE'S ANNIVERSARY DATE ON A FORM PROVIDED BY THE DEPARTMENT.*** Employees who are entitled to more than two (2) weeks' vacation may only take a maximum of two (2) weeks at one time. Vacations may be scheduled for as short a period as one (1) day. Any Employee shall not be required to be on standby during his or her vacation except as further provided in this section. No more than one (1) Employee of the Public Works Department, excluding the Director and Facilities Manager, and Secretary, may take a vacation at the same time during January, February and March, provided, however, that more than one (1) Employee may be on vacation or take an earned personal day or personal day at the same time provided all such Employees, except one who is designated to not need to be available, shall be available for call-in as required. There shall be no premium pay for call in in such cases.

ADD NEW SECTION 10.4

VACATIONS REQUESTS SUBMITTED PURSUANT TO THIS ARTICLE SHALL BE GRANTED ON A "FIRST COME – FIRST GRANTED" BASIS.

ARTICLE XII - WAGES, HOURS, AND BREAKS

EFFECTIVE AND RETROACTIVE TO AUGUST 1, 2015, THE WAGES THEN CURRENTLY IN EFFECT FOR ALL POSITIONS SHALL BE INCREASED BY TWO AND ONE-HALF PERCENT (2.5%).

EFFECTIVE JULY 1, 2016, THE WAGES THEN CURRENTLY IN EFFECT FOR ALL POSITIONS SHALL BE INCREASED BY TWO AND ONE-HALF PERCENT (2.5%).

CATEGORY	EFF. 7/1/2014	EFF. 8/1/2015	EFF. 7/1/2016
MAINTAINER I (NON CDL)	\$ 19.66	\$ 20.15	\$ 20.65
MAINTAINER II (CDL)	\$ 27.68	\$ 28.37	\$ 29.08
JR. EQUIP OPERATOR	\$ 28.92	\$ 29.64	\$ 30.38
MECHANIC/SR. EQUIP OPERATOR	\$ 30.66	\$ 31.43	\$ 32.22
GARAGE MGR/MECHANIC	\$ 31.46	\$ 32.25	\$ 33.06
CREW LEADER	\$ 32.36	\$ 33.17	\$ 34.00

12.3 The regular work day (non-summer hours) shall consist of eight (8) consecutive hours, commencing at 7:00 a.m. and ending at 3:15 p.m. Within the regular workday, there shall be a thirty (30) minute lunch, fifteen (15) minutes of which lunch period is unpaid. The lunch period shall be taken on the job site. **WHEN A BARGAINING UNIT EMPLOYEE IS ASSIGNED TO THE PARKS AND RECREATION DEPARTMENT HE/SHE SHALL HAVE THE SAME FORTY HOUR WORK SCHEDULE AND BREAKS AS THE PARKS AND RECREATION DEPARTMENT EMPLOYEES. THE FIFTEEN MINUTE PAID LUNCH BREAK SHALL NOT APPLY.**

ARTICLE XVII - INSURANCE PROGRAM

FOR THE 2015-16 CONTRACT YEAR, THE GROUP HEALTH INSURANCE PLAN DESIGNS AND OFFERINGS SHALL REMAIN AS IN THE 2012-2015 COLLECTIVE BARGAINING AGREEMENT WITH THE EXCEPTION OF PREMIUM COST SHARE VALUES WHICH WILL BE AS FOLLOWS:

EFFECTIVE UPON RATIFICATION, BUT NO LATER THAN JANUARY 1, 2016, THE PREMIUM COST SHARE FOR THE POS PLAN SHALL BE 16% AND FOR THE HIGH DEDUCTIBLE HEALTH PLAN 5%.

FOR THE 2016-17 CONTRACT YEAR, THE GROUP HEALTH INSURANCE PLAN DESIGN AND OFFERING SHALL BE AS FOLLOWS:

- 1. THE POINT OF SERVICE PLAN SHALL BE DISCONTINUED AS A PLAN OFFERING.**
- 2. A HIGH DEDUCTIBLE HEALTH PLAN WITH THE FOLLOWING PROVISIONS SHALL BE THE ONLY PLAN OFFERING. THE HDHP SHALL HAVE A \$2,000 INDIVIDUAL AND \$4,000 TWO PERSON AND FAMILY DEDUCTIBLE. During THE FIRST week OF THE COVERAGE YEAR THE EMPLOYER SHALL CONTRIBUTE FIFTY PERCENT (50%) OF THE APPROPRIATE DEDUCTIBLE INTO A HEALTH SAVINGS ACCOUNT (OR HRA FOR THOSE EMPLOYEES NOT ELIGIBLE FOR AN HSA) AFTER THE PLAN DEDUCTIBLE HAS BEEN MET, PRESCRIPTION DRUGS SHALL BE PAID, SUBJECT TO THE FOLLOWING CO-PAYS \$5.00 GENERIC, \$25.00 FORMULARY AND \$40 NON-FORMULARY.**
- 3. PREMIUM COST SHARE FOR THE HDHP SHALL REMAIN 5%.**

ARTICLE XX – GENERAL

SECTION 20.11 SHALL BE DELETED

~~20.11 Employees shall be civil, orderly, diligent, discreet, courteous and patient as a reasonable person is expected to be in any situation and shall not engage in any physical altercation whether on duty or not, with any other member or Employee of the Department and treat members of the public with respect.~~

ARTICLE XXI - DURATION AND RENEWAL

21.2 This Agreement shall become effective on the date it is signed UPON RATIFICATION BY THE PARTIES and shall remain in effect until midnight June 30, 2017 2010.

21.3 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other party by certified or registered mail not more than one hundred fifty (150) days in advance of and not less than the expiration date hereof.

21.4 Negotiations upon proposed changes in the terms of this Agreement shall begin not less than one hundred twenty (120) days prior to the expiration date of this Agreement

DRIVEWAY VARIANCE AND INDEMNITY AGREEMENT

Agreement made this 9th day of October, 2015 between Harold Resnick and Anita Resnick ("Indemnitor") and the Town of Easton, Connecticut, a municipal corporation ("Town").

WHEREAS, Indemnitor has requested a variance from certain requirements of the Driveway Construction Standards of the Town of Easton, Connecticut, as follows: Allow Belgium block Apron; and

WHEREAS, the Indemnitor is the owner of the property for which the variance is requested and there are no other owners; and

WHEREAS, Town is willing to grant the variance in consideration of this agreement;

THEREFORE, in consideration of receipt of the variance, Indemnitor shall at all times subsequent indemnify and hold harmless the Town of Easton, its agents, servants, representatives and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property (including, without limitation, the person or property of the Indemnitor), which may be caused by, or attributed to, the installation, presence or design of that certain driveway servicing the property located at 25 Riverside Lane, Easton, Connecticut further described in the deed filed in the Town Clerk's office in Volume 261, Page 122, and as described on Map 1345.

Indemnitor shall also be responsible at Indemnitor's expense, to bring the driveway into compliance with Town standards if and when any repaving work is done.

Indemnitor shall also be responsible at Indemnitor's expense, for any future repairs or adjustments to the driveway required by work on the road.

Indemnitor may revoke this agreement upon ninety days written notice to Town; provided Indemnitor shall within such ninety days comply with all then effective driveway construction standards.

Town may revoke this agreement upon ninety days notice to Indemnitor if the continuation of the variance would in the reasonable opinion of the Town threaten the safety of the public.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it and shall run with the land and be recorded on the Easton land records.

Indemnitor

[Signature]
Signature

[Signature]
Two Witnesses (Signature & Printed Name)
LATOYA M. STILL

Indemnitor

Anita Rosnick
Signature

Regina M. Butler
Two Witnesses (Signature & Printed Name)
Regina M. Butler

STATE OF CONNECTICUT

20__

ss:

Easton, Connecticut

COUNTY OF FAIRFIELD

Personally appeared Anita Rosnick & Harold Rosnick signer(s) and sealer of the forgoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

[Signature]
Commissioner of the Superior Court
Notary Public Jon A. Auger

This agreement is subject to the approval of the Board of Selectmen which was given at a meeting held December 3, 2015.

Board of Selectmen

By Adam Dunsby
First Selectman

RECEIVED FOR RECORD

AT _____ m. ATTEST

20__

Easton Town Clerk