

**Town of Alton
Budget Committee Meeting
January 17, 2011
Approved March 10, 2011**

Members Present:

Stephen Miller, Chairman
Krista Argiropolis, School Board Representative
Mark DeCoff, Member
Doug Kirkpatrick, Member
Barbara Howard, Member
Pat Fuller, Selectmen Rep. joined the meeting at the 7:40 break.

I. Call to order at 6:03 p.m. by Chairman.

II. Roll Call – verbal roll call. Virgil MacDonald not present.

III. Pledge of Allegiance.

IV. Approval of Agenda.

Approval of Minutes to be moved to after Public Input and before the Calendar.

MOTION by M. DeCoff to accept the Agenda as amended. Second by K. Argiropolis. No Discussion.

In Favor: K. Argiropolis, M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick.

MOTION passed. 5-0.

V. Public Input.

Jeff St. Cyr asked if the Committee was going to follow the same process as last Tuesday regarding public input, for example, the Teacher's Contract? S. Miller confirmed yes.

No further seen or heard.

Public Input closed.

VI. Old Business

1. S. Miller distributed document regarding a point made by Terry Noyes whether or not, the Town, in their default budget had colas, merit raises and steps. The answer was given by Pat Fuller stating that they were included in the default budget. He understood that point that Terry Noyes was making, so he got a legal opinion on this subject. Inquired as to who makes the default budget and what should be in it. He called the local government center and spoke to Dave O'Connell, a staff attorney. His opinion was that the personnel policy is not a contract and therefore those three particular items should not be in the default budget. That was his opinion. His rationale was that you could not lay-off someone. He made the point that there was no precedent. It has never been litigated and is not currently being litigated. He felt that both sides were equally defensible. Mr. Miller also called Mr. Sessler, the Town attorney and made the same request. The information Mr. Miller distributed is under client-attorney privilege but his opinion is that all three items is up to the Board of Selectmen, if it is in the Personnel Policy, it is up to the Selectmen and within their prerogative to deem it a contract. That is the other side of the story. Until it is actually litigated, both sides are defensible. Mr.

Sessler was very adamant on his position and for Mr. O'Connell, it was just a statement about his feelings.

No other Old Business.

VII. New Business.

1. Alton Central School Contract. (Jeff St. Cyr will be answering questions). K. Argiopolis has a copy of all changes that were discussed in the meeting of January 11, 2011.
6:10 – recess to read document that was distributed on the Teacher's Contract.

Reconvened at 6:16 p.m.

S. Miller thanked Jeff St. Cyr for presenting the narrative for the changes in the Teacher Contract.

S. Miller asked the Committee if there are any questions.

S. Miller asked a question to the School Board. For the record, bring the Committee up to date on the status on the Evergreen Rule.

J. St. Cyr stated it was voted last Tuesday, 4-1 to move forward on the Evergreen Law. It will move forward to the full Senate on January 19 and then move to the House and they will make their recommendation, either to repeal or keep it as is and then if it passes will be sent to the Governor for either approval, or veto. If veto it will be sent back to both houses for their agreement to the veto or non-agreement. He will be voting in support of the appeal.

Open up to the Committee for comments or questions.

B. Howard question on 10.5. Even though the wording is in there and intent is that the Evergreen would not have an effect on this contract, but if the teachers, say the Evergreen Law doesn't get repealed, and this contract has been passed or not passed, do the teachers or the Teacher's Association have the right to challenge this?

J. St. Cyr – noted this was done through a legal expert. His understanding is that even if the Evergreen Law isn't repealed, this is the language that would be in place. They did use a mediator to come to a final agreement. The attorney was present and as well as an independent mediator.

S. Miller noted the narrative is the difference between the 2007-2010 contract (which is the one that expired) and the new draft 2011-2013.

Discussion on meetings during the school day. No meetings can take place during the school day, Section 10.6.2. Committee members will keep a record of hours on a time card and have the committee chair sign off on the number of hours. Only time worked outside of the contracted school year, day, and hours to complete the task will be compensated at this rate. All teachers do have one period free and if they decide to

have a meeting during that free period, they will not be compensated for their time. They will only be compensated outside of the school day, which is defined 20 minutes before 1st period and 3:15 – end of the day.

S. Miller noted that the 7th and 8th grade teachers have only 5 instruction classes per day. If there are 7 periods per day – they have 2 personal periods per day.

J. St. Cyr noted the teachers are required to teach 5 periods per day.

Bonnie Jean Kuras, Principal, Alton Central School. In addition to the 5 periods a day, teachers may also be assigned duties, including study hall, which includes another period of the day. So it is not a consistent 5. They have talked about the 5 being the content area that they teach which is a little bit different than not having a full schedule.

S. Miller asked about Section 4.3.6. Nobody in the past and nobody in the future gets paid mileage to taking graduate courses.

J. St. Cyr confirmed yes, but mileage is paid for conferences, workshops that the teachers attend at the administration's request.

S. Miller added that Section 4.3.6 is now unencumbered where in the past it was encumbered.

J. St. Cyr stated that money remaining in that line would be return to offset the following year tax rate for the school. The money is not encumbered – it is returned.

S. Miller stated that if it is not encumbered it should but doesn't necessarily have to go back to the taxpayers. That is the definition of unencumbered.

J. St. Cyr noted that in the past the School Board has always sent that money back to the town. Noted the School Board could choose to use that money elsewhere but has not chosen that avenue since he has been on the board.

S. Miller asked if the funds were encumbered two years ago?

J. St. Cyr stated he did not believe so. It was always returned to off-set the tax rate.

S. Miller stated he asked that was regarding someone asking where the snowplow money could come from.

S. Miller also asked about Section 6.1.

J. St. Cyr stated the 6.1 language is the same. There is an error in stating that 6.1 was moved to 6.10. There is no 6.10. There is no change to section 6.1. Same language and dollar amounts, and day as the last contract 2007-2010.

S. Miller asked about substitute teaching, why, in the contract, are they going to pay someone to cover a class if there are already in the school and he assumes it has to be

the 7th or 8th grade since that teacher has a class. Section 4.2. He is just interested in the rationale to pay someone to do something in the school when they are already in the school and they have two free periods.

J. St. Cyr noted there is no change to this section of the contract. His understanding would be certainly, they instruct the teachers to teach 5 instructional classes per day and have to give them time for lunch and time for preparation as already outlined under working conditions, so they have to provide them to go to lunch and if that teacher has to miss the period to cover another teacher they would have to be compensated for that.

Kathy Holt, Superintendent noted that they have 2 extra periods, one for lunch and one for a study hall where they have student responsibilities but do not teach.

Discussion on what goes on in a study hall.

D. Kirkpatrick asked if they combined two classes to make one study hall class?

K. Holt informed no.

Discussion on what takes place other than the 5 classes required to teach.

S. Miller noted that they look at the contract as a whole, not just the changes because their recommendation is essentially on the whole contract, not what was recently negotiated. Question on Sabbatical leave Section 6.6, after 6 years of service a teacher can take a sabbatical, gets approximately ½ of the lowest paid bachelor level including benefits. Why are they not being required to pay more of their insurance benefits? He noted there were other points to be negotiated in this contract in terms of quid-pro-quo.

J. St. Cyr answered that both side chose to not negotiate. There were a lot of things in this contract that may not be monetarily contradictorily to that the School Board found very important, even if they are only language changes. They have not had anyone take a sabbatical for many years and are not aware of any that are coming forward and no one will be taking a sabbatical during the length of this contract.

K. Holt noted that receiving benefits and half pay during sabbatical time is essential to working on projects that they otherwise would not be able to do so with having to pay for insurance.

B. Howard asked about Section 5.2.2, Employee Files, if they are taking away their right to write an addendum.

J. St. Cyr answered no. The change in that section was to define what reasonable meant. They determined that reasonable would be 24 hours to give the secretary at the SAU time to prepare for the request.

S. Miller asked about Salary Schedule, Section 10.5. He thought the net cost of the whole contract is understated by some amount. He said he thinks they all agree that there are a number of support contracts, that when they do come up for re-negotiations or renewal that, for instance, the insurance levels that the support staff has to pay and in most instances the same as the teachers, at class 1 or level 1. Also, things like going to school, taking courses, \$2,000 plus \$1,500, things like that will all be available to at least a few of high end wage earners. Can Mr. St. Cyr give him a ball-park idea what the potential in additional costs and support staff would be based on, if this contract was hypothetically passed?

J. St. Cyr answered the support staff has different percentages they are required to pay for health insurance (30%). It is outlined in the support staff contract. Support staff only get \$200 per year. The board can change it at any time. There are no changes to the percentages in health insurance or professional development reimbursement.

General discussion on unions.

MOTION by S. Miller to recommend the latest Alton Teacher's Contract effective July 1, 2011 to June 30, 2012 presented to the Budget Committee as a draft. Second by M. DeCoff. Discussion: D. Kirkpatrick still concerned with the Evergreen Clause. S. Miller stated he is going to vote in favor of the contract and does not have a problem with the Evergreen Clause because this is a one-year contract and there is language in there that does not make this contract Evergreen and they have to go to the bargaining table for 2012-2013. He feels the increase of 1.4 percent over the last 2 years is appropriate, essentially as a zero cola, the previous year of the 1.6 that the town gets this year. He does not have a problem with the number. He does have issues with individual clauses in the contract. But any townspeople, taxpayer, or anybody here will have a difference of opinion on an individual clause or individual contract. Personally, he does not think the teacher received a significant benefit or the town as well. He feels that there was a legitimate compromise in this particular master agreement where if they went back to, in about 2 or 3 instances, to the previous original contract that ended 2010. For all those reasons and because, quite frankly, unless you make it zero, he still feels it is understated by a certain amount, but \$36,000 to the taxpayers for a 1.4% increase would be appropriate. D. Kirkpatrick feels it is a well negotiated contract. Feels they really tried to cut-down and address the issues they had with the previous one. B. Howard has issues with several items and the word compromise keeps coming through her thoughts. In Favor: K. Argiropolis, M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick. MOTION passed 5-0.

No public input.

K. Argiropolis noted they had answers for the list of questions for Mr. Keen.
1. answer for question regarding the fence. The fence is not continually hit. They had the fence hit once and was repaired in-house and reported to the SAU and police. This is an old fence and requires continual repairs as chain-linked fences do that are used on playgrounds and around sport fields. The budget includes parts for the present staff to

do repairs on occasions and the cost to hire a professional fence company to come and replace entire fence sections if needed.

2. Response for question on paint and supplies. They paint several rooms each year. Decisions on which rooms are based on priority of need. They also need to paint some exterior sections of the facility this year. Some of the painting will be done by outside contractors while most of it is done in-house.

3. Regarding replacing the folding chairs. The chairs are stored on metal racks under the stage. The chairs are old and have been used for many years for outdoor graduations for many years. Community groups have also used them for outdoor and indoor events and have been transported by these groups in various way including in open vehicles. They do not discard items without the proper approval of the school board and follow school board policies. It is a hope for the chairs to be sold as is or to scrap metal to the highest bidder. Policy states they offer items to the Historical Society first if they have any historical value. They sell to the highest bidder or whatever arrangement is best. Going price for scrap metal steel is .45 cent per pound. When practicable they are donated to charitable organizations or to other schools. Items may be given to local citizens, that thing they ever do is throw things away.

4. Curbing in front of the school. The curbing was damaged by the town highway department in the normal course of plowing. The town did repair this when they did other repairs around town. It has been suggested that granite curbing might be used for that area in the future.

5. Boiler repair appropriation. There are three boilers ranging from ages from 15-20 years. Each requires more maintenance with each ensuing year. This year they have already had to replace two sections to one of the boilers. They have not received a bill for this yet. The initial estimate indicated the cost would not exceed \$6000 and is likely to be less than \$4000. A request for the annual expenditure of \$9000 is not excessive.

S. Miller asked if there were any other issues concerning the school.

None seen or heard.

Recess at 7:27 p.m.

Reconvened at 7:40 p.m.

P. Fuller joined the meeting.

K. Argiropolis wanted the Budget Committee to reconsider the decision on the metal chairs that was requested. She informed that at the end of the year, last year, it was brought before the board to buy new chairs. The board felt it would be better to put it in the budget and that is why it was in the budget. They turned it down from using end of year fund for new chairs. They have samples of the old chairs present tonight and a sample of a new chair as well.

MOTION by K. Argiropolis for \$7,000 to be added back into the budget for chairs. Second by M. DeCoff. Discussion: K. Argiropolis also added the reason the board put this off because of the past discussions about the use of end of year funds and

budgeting. That is part of the reason why this was put in the budget. This is something that has been a Warrant Article in years past. It is well past due replacing them and would like to ask the Budget Committee to reconsider, please. It was a Warrant Article back in 2001. There was a list that was brought before the board for end of year funds and the board turned down a lot on the list. The things that were decided on were items that were immediate need and very well justified.

S. Miller stated he will vote against it as he sees no immediate need. Yes, they are unsightly but not an emergency need. D. Kirkpatrick added they should do it out of next year end of year funds.

In Favor: K. Argiropolis

Opposed: M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick.

MOTION failed: 1-4.

6. Town Warrant Articles

Article 13: To see if town will vote to raise and appropriate the amount of Five Hundred Thousand and one dollar (\$500,001.00) for the purpose of purchasing the Dahle, Donovan, and Gysel property, Map 15, Lot 39, located at 18 Hidden Springs Road. The reason is the property has been contaminated by the town landfill. The sum of Five Hundred Thousand Dollars and no/100 (\$500,000) to come from fund balance surplus and the remaining balance of one dollar and no/100 (\$1.00) from taxation. Appropriation recommended by the Selectmen (5-0). A majority vote is required.

P. Fuller stated this is the property that was discussed the other night. The \$500,001.00 is an amount that they will almost positively amend at the deliberative session. They have to put an amount in there and be careful of the 10% rule. That is what the amount is but they do not have an appraisal yet, but will have it by the deliberative session. So at time they will be amending those numbers.

S. Miller asked if the property is appraised at approximately \$300,000?

Russ Bailey stated that is based on the current conditions and the current use.

D. Kirkpatrick asked if this is in current use now?

R. Bailey stated a good portion of it is. There is a house and two buildings on it.

B. Howard asked what percentage of the property is actually contaminated out of the whole lot?

R. Bailey noted approximately 5 acres.

S. Miller asked for Mr. Bailey why they need the \$500,000 exactly.

P. Fuller stated that was just a number in there and high enough so that it protects against the 10%. They need to purchase this property or the town will wind up in court.

S. Miller asked the reason it is \$1.00 from taxation?

P. Fuller answered so they can take some money out of the fund balance and also can raise some money from taxation.

S. Miller asked if they are not limited to \$1.00 out of taxation.

P. Fuller stated they put that \$1.00 number there so this can be amended as well at the deliberative session.

D. Kirkpatrick asked when Article 14 comes up do they intend to take the sale of the monies of these properties to go into the fund balance.

P. Fuller stated yes.

MOTION by M. DeCoff to accept Article 13 at read. Second by K. Argiropolis.

Discussion: K. Argiropolis asked after this property is purchased are there any plans for this property. P. Fuller noted this is a beautiful piece of property. The town can use it for recreation purposes. It's the water that is contaminated.

In Favor: K. Argiropolis, M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick, P. Fuller
MOTION passed 6-0.

K. Argiropolis asked if this article fails what will happen?

P. Fuller noted they will have to go to court?

Article 14: To see if the town will vote to authorize the Selectmen to sell at public auction to the highest bidder, based on a minimum, not absolute bid, amount to be set by the Selectmen, based on town appraiser the following town properties which have the estimated total value listed and to have the sale funds placed in the fund balance to help offset the cost of purchasing the Dahle, Donovan, and Gungel property.

Appropriation recommended by the Selectmen (5-0). A majority vote is required.

Map/Lot 12-7, Bay Hill Road, .40 acreage. Notes: Narrow lot.

Map/Lot 19-60, Rines Road, .23 acreage. Right of way lot.

28.6 Frank C. Gilman Highway, .39 acreage.

29.7 Frank C. Gilman Highway, .22 acreage.

71-15 Mile Lane Drive, .26, Low ledge.

72-1 Frohock Drive, .40 acreage.

72-2 Frohock Drive, .41 acreage.

72-3 Frohock Drive, .40 acreage.

41-6-1 Echo Point Road, .97 acreage. Note: wet – non-buildable.

Map/Lot 4-28-1, Dudley Road, .086 acreage. Note: Land-lock shape

5-38, Coffin Brook Road, 5 acres, swamp land locked

9-37, New Durham Road, .40 acreage. Note: shape, topographical stream

38-43-a, Keywandon Drive, .06 acreage. Note: shape, topographical stream

8:10 p.m. noted on tape.

January 5, 2011

MOTION by M. DeCoff to accept the minutes of January 5, 2011 as presented. Second by D. Kirkpatrick. No Discussion.

In Favor: M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick.

Abstention: K. Argiropolis.

MOTION passed: 4-0-1.

January 6, 2011

Correction on page one, Barrett Christina's name.

Page 5, Jeff St. Cyr asked where we can get the money for snowplowing. And S. Miller replied that one suggestion was an improvement of instruction. Check on the minutes to complete that discussion.

Page 5, under discussion for Article 13, Clarification: explanation given about the surplus amount if less than \$50,000 then a lower amount will be appropriated. However if an amount over \$50,000 is available in the surplus only \$50,000 will be appropriated. Recorder to check on the minutes.

MOTION by K. Argiropolis to approved the meeting minutes of January 6, 2011 as amended. Second by B. Howard. No discussion.

In Favor: K. Argiropolis, M. DeCoff, S. Miller, B. Howard, D. Kirkpatrick.

MOTION passed 5-0.

Calendar:

Deliberative Session, Saturday, February 5 at 1 p.m.

SAU snow date, February 7 at 7 p.m.

Alton Deliberative Session, Wednesday, February 9 at 7 p.m.

Snow date for Town Deliberative Session is February 10 at 7 p.m.

All deliberative sessions take place at Prospect Mountain High School.

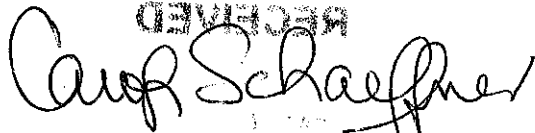
Voting date is March 8.

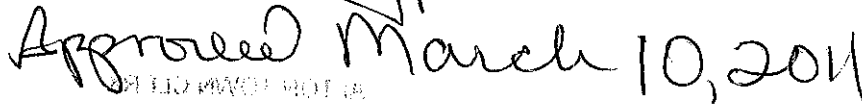
MOTION by M. DeCoff to adjourn at 8:15. Second by B. Howard. No discussion. Vote unanimous.

Respectfully submitted,

Carolyn Schaeffner

Recording Secretary

A handwritten signature in cursive that reads "Carolyn Schaeffner".

A handwritten signature and date that reads "Approved March 10, 2011".