RTM Meeting
March 1, 2011

The call

1. To take such action as the meeting may determine, upon the recommendation of the Conservation Director in accordance with Section 2-57(b) of the Town Code, to amend Section 2-55, Land Use Fees-Schedule, to the extent it relates to fees for land use applications reviewed by the Conservation Commission and the Conservation Department. (First reading. Full Schedule of Fees available in the Conservation Department).
2. To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Public Works Director for an appropriation of $300,000 to the Capital and Nonrecurring Expenditure Fund (C&NEF) Account (Richmondville Ave Culvert Construction) for the construction phase of culvert replacement on Richmondville Avenue as described in the Willow Brook Stream Improvement Project.
3. To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Finance Director for an appropriation of $1,200,000 to the General Fund Pension Budget Account (OPEB Plan Funding) for the cost of the Town of Westport's planned contribution to the OPEB Trust Fund for the 2010-11 fiscal year.
4. To take such action as the meeting may determine, upon the request of the Finance Director, to authorize the issuance of refunding bonds in an amount not in excess of Thirty Million Dollars ($30,000,000) to be issued in calendar year 2011 for the purpose of refunding all or any portion of the general obligations bonds issued by the Town in the years 2004, 2006 and 2009.
5. To take such action as the meeting may determine, upon the recommendation of the Personnel Director, to amend Section 7.1A of both the Police Pension Plan and the Fire Pension Plan by adding the words "….but less than twenty (20)" in the fourth line of each of the Plans in order to provide that terminated Participants who had completed 10 but less than 20 years of credited service will be entitled to a pension at the earlier of (i) age 65, or (ii) after they would have completed 34 years of credited service if they had remained employed. (Full text available in the Personnel Office.)

Minutes

Deputy Moderator Eileen Lavigne Flug:

I am Eileen Lavine Flug. I'm the Deputy Moderator tonight. This meeting of Westport's Representative Town Meeting is now called to order. We welcome those who join us tonight in the Town Hall auditorium as well as those watching on Cablevision channel 79 or ATT channel 99 or online at www.westportct.gov. My name is Eileen Lavigne Flug. I am the Deputy Moderator. Our Moderator

Hadley Rose is not here tonight. On my right is our RTM secretary, Jackie Fuchs. Tonight's invocation will be given by former First Selectwoman Marty Hahuth.

Marty Hahuth:
We are very grateful to live in the Town of Westport. As we serve that blessed community and the people who live here, we pray for the great gifts of civility, of wisdom, of patience, open-mindedness, metal clarity, energy and wakefulness. If, as some of us have been led to believe, there is an all-powerful, all-seeing and generous God, and if that God is feeling particularly well-disposed toward certain small New England communities, we must humbly and fervently hope for brevity.

Ms. Flug:
Before we call the roll, we have a new RTM member, Paul Lebowitz. He will be sworn in as the newest RTM member from district 6. I will now call our Town Clerk, Patty Strauss, to swear in Mr. Lebowitz.

Town Clerk Patty Strauss administered the oath of office to Paul Lebowitz representing the sixth district of the RTM to fill the vacancy left by Ann Marie Flynn. He will be filling the term until November 22 of this year.

There were 30 members present. Ms. Milwe, Ms. Ancel, Mr. Rose, Mr. Rossi and Mr. Suggs notified the Deputy Moderator that they would be absent. Mr. Timmins was also absent. Ms. Bruce, Mr. Lowenstein, and Dr. Green arrived late.

There were no corrections to the minutes of Dec. 7, 2010 or Jan. 18, 2011.

Birthday greetings this month to Ms. Colburn and Mr. McCarthy, Ms. Levy, and to Mr. Rose.

Announcements
The next RTM meeting will be April 5.

Upcoming RTM Committee meetings:
- Finance Committee, Tuesday, March 8, 7:30 in Town Hall, room 309.
- Transit Committee, Wednesday, March 16, room 102 at 7:00 p.m.
- Public Protection Committee meeting, Thursday, March 3, Town Hall, room 102, 7:30 p.m.
- Public Works Committee, Thursday, March 10, 7:30 room 309.
- There is also a Public Works Committee meeting, Wednesday, April 13 at 7:30 in Town Hall room 102.

There should be other committee meetings coming up relating to the budget. Watch for them.

RTM Announcements

Diane Cady district 1:

Well, here comes the budget. It means a great deal of work for the RTM committees, most particularly, the Finance Committee. Some of us who do not sit on Finance don't exactly wear blinders, but we are aware it is not our strong suit. We do other things well, of course, but, at times, those strengths do not help in understanding the finances and new times the recession has brought to budgeting for Westport. Some years ago, when there was a sizable group of newly elected RTM members, Carl Leaman, upon request, spoke to us, illuminating the budget and its process. If you would like a first go at an hour or two of the budget primer or a refresher, you can sign up on the clipboard that will go around. Helen Garten, who chairs the Board of Finance and who teaches law at Rutgers, has agreed to lead the one-time seminar. She understands the RTM because that is where she began her community service. She is not interested in a political stand in this, but you could come to make sure. She is a Democrat and Mike Rea agreed to co-teach with her. This is a one-time event; it's free; it's in the evening, not yet chosen, and we promise not to call it *The Idiots Guide to the Town Budget.*

Ms. Flug: That meeting will be publicly noticed.

Gene Seidman, district 4:

Saturday, March 26, there are a bunch of events going on, two that I know of that I'm involved in. A Better Chance is having a big gala and they asked me to be the auctioneer. I have actually never auctioneered anything before so it will be interesting and it will be a fun event for a great cause. The same day, Jonathan Steinberg and a number of us are involved in trying to get a cinema in downtown Westport. It's called the Westport Cinema Initiative. We are keen on having it in downtown. Saturday, March 26, we'll have four films starting at 9:30 in the morning with Charlie and the Chocolate Factory followed by Wasteland at 1 p.m. then Big Night at 7:30 p.m. and then at 10 p.m., the Texas Chainsaw Massacre. All of the films will be at the Westport Country Playhouse. Tickets are $10 for adults and $5 for kids. We are looking for angels who want to help get the ball rolling. The ball is already rolling and we'd love you to get involved. On another note, I just got a phone call today from a gentleman in Chelsea, Massachusetts who is keen on banning plastic bags in Chelsea, Massachusetts. As we know, there are a lot of initiatives going on locally and around the country. You may know that Italy banned plastic bags starting January 2011 in the whole country.

Bill Meyer, district 3:
The Senior Center is really hopping these days. We have all these concerts and on March 13, I want to congratulate Jack Klinge because he is President of Friends of the Senior Center who sponsors all kinds of events at the Senior Center. He just got an achievement award for all he's done. He's the heart and soul of that group. There are 14 Senior Centers in the district and only one has a Friends of the Senior Center which raises all this money. Jack, you're great. Gene Seidman, stand up. The Staples basketball team this year is 15-4. His son Gabe was the high scorer. I went up the other day when they played Bassick and his son got 30 points and was playing against a man who was seven feet. One thing you can't teach is height. Gabe is going on next year to Allegheny College in Meadville, Pennsylvania, 2,000 students, founded in 1815, 30 miles from Erie. The best basketball team in 30 years thanks to your son.

Arthur Ashman, district 7:
Gene, I can arrange a tryout for the Knicks for you. They are looking for new players. We are celebrating St. Patrick's Day this year with a very wonderful jazz jam at the Westport Arts Center. It's March 17. We've had two already and they've been really knockouts. With the exception of one or two people, no one has really showed up from the RTM. Bring your loved ones, your family and kids. We had two college kids come and just jam. We had two kids from Staples come down and also jam. It's under the auspices of Brian Torf. As you know, he is the Musical Director and Chairman at Fairfield University. It's terrific. Please, don't miss it. That's March 17, 7:30, St. Patrick's Day. There's refreshments. I'm not going to say the type of beer but it's going to be green.

Paul Friia, Town Assessor, Report on the 2010 Revaluation:
I would like to introduce Ron Mota from Vision Appraisal. He is the project manager for our most recent revaluation. Also, Miles Andrews from Andrews and Galvin. He was one of the commercial appraisers who worked with Vision Appraisal on the revaluation. I would like to try to give you an overview of the revaluation, the procedures we used, the outcome of the 2010 revaluation, first off, by just giving you what the process was, going through the residential and commercial valuations, how they were developed, the changes in value since 2005. I want to touch on the informal hearings as well as the Board of Assessment Appeals. First, I'd like to explain what type of revaluation was performed. The state mandates that we perform a revaluation every five years. Every 10 years, it mandates that we perform a revaluation that includes the inspection of all properties in town. Since that was done in 2005, we were mandated just to do what we call an "updated revaluation." We inspected the sales and continually inspect the building permits. The methodology of valuing residential property and commercial property is exactly the same through each revaluation. The only difference is the mandating of inspections. We started our

process with sales data. It started back in April 2009 and worked right through Oct. 1, 2010. The earlier values, it was an 18 month spectrum of sales, were used to work on the initial values. The most recent 12 months were the sales that were used to actually formulate the final values that were as of October 2010. We did an ongoing valuation process. As the sales come out, we continually update the information that you have and the values that you have. Finally, there is the final value and a review process and, of course, the formal hearing. With regards to residential valuations, residential properties are valued on a sales basis so the verification of the sales is very important. That started with me and with my office to go through each sale that came in and make sure they were arms length sales and make sure that they were not short sales or foreclosure sales and that they were sales that we wanted to use in developing all our values. Using those earlier sales, we developed initial values that physically started in January 2010. That's when we took those initial sales values and made adjustments to those and went out on a field review. We took those sales and went out to those properties to make sure the information we had on our field cards actually matched up with what we were seeing out in the field. Once we felt those values were correct on the initial sales, we would apply those factors that changed the value from 2005 to 2010 to the remaining homes in town so the homes that were the non-sale homes would, the factors would be applied to them so that we could start developing the initial values for them. Again, throughout this process right up into October, there was an ongoing verification process in my office with new sales so that we made sure if we needed to know anything about the sales, I'd contact brokers, I'd contact attorneys. During the inspection process of those sales, we would have a questionnaire for the buyer to fill out so that we had a good sense of the conditions of that sale. Throughout this process, we continued to inspect building permits. Vision inspected building permits below $250,000 and my office inspected everything above $250,000. We essentially did the new construction in the office as well as significant renovations and addition projects. That way, we felt that we were probably in a better position to handle the higher end of new homes. One thing that I'd like to stress with the field review inspections, we did a field review of all homes in town. While we didn't do a physical inspection, we did the same procedure there as we did on the initial drive-by of the sales. You'd have the field cards of every property in town. We drove up every street in front of every property, looked at the house, looked at the field card to see if there had been any changes since 2005, any condition changes…has the property gotten better or worse? Do we believe that there have been changes to the quality of the house or things that might have been done that we didn't have on our field cards? It was an effort to get the most up to date information on those field cards and the most accurate values. Towards the end of the process, we did a final street by street review of the neighborhoods meaning that when we got the values back that we thought were close to complete, we actually went and took a large map of the town and put all the neighborhood codes of all the streets on the town and went through each one and made adjustments to those streets if we felt that the streets were comparable with other streets in close proximity, if we had a certain neighborhood where the land values were similar and should be comparable to each other. After we did that, there was the development of the final residential values. On the commercial side, there were individual onsite inspections done for all the commercial properties. We didn't have to do interior inspections but the appraisers felt and I agreed with them that it was very important for them to know the makeup of the properties that they were valuing, whether they were office or retail or a mix of office and retail and to get a sense of what they were actually valuing. In valuing these properties, there was a review of the 2008/2009 income and expense reports that property owners are mandated to provide to the Assessor's Office. There was a review, as well, of the sales data and market area that included Westport and the surrounding towns. Since there has been a limited amount of commercial sales, while they were considered, when you are valuing income producing properties, the income and expense reports and the rents and expenses are really paramount and are used in their valuation. As part of that, we reviewed market leases. They got leases from property owners to try to see what the terms were of those leases and what the market was demanding. We also did a survey of market loan terms to get an idea of how the lenders are making loans, what the interest rates are to help determine current market conditions and the cap rates used in valuation. The income and expense data that we used from 2008/2009 covers the period up to December 2009. Because of the economic climate that we're in, my office conducted a survey of all the commercial property owners. We actually called the commercial property owners and asked them for any new leases that had occurred in 2010. Also, we wanted to know if they had any vacancies that had changed from the information that they gave us from the prior year and any market concessions or rental concessions that they had given their tenants in order to entice their tenants to stay. We felt this was very important because if you are going to reflect the value as of October 2010, especially in this market, it was important to get the most up to date information we could. I, personally, worked with the commercial appraisers on all the final values of the properties. We came to a consensus of the properties and what the values should be based on the information that we had. In some cases, we didn't have all the information from the property owners so we used the market information that we had to determine value. In the informal hearings, there are approximately 90 properties, 90 commercial property owners that came in, and approximately 35 percent of those were reduced. As far as the informal hearings are concerned, Vision performed approximately 383 informal hearings in 2010 as compared to about 1200 in 2005. Of those, there were 271 that were decreased. There were 99 that were no change. Thirteen were increased for a total of about $38 million reduction just from the informal hearings. There were a total of 619 notices that were sent out. What I mean by that is that, in addition to the informal hearings, there may have been 383 hearings but they did contain multiple properties. Most of those notices were reductions. In addition to the 383, there were 225 additional notices that went out. The additional notices were from people that came into the office, that would come in and talk to us and say they had a problem. They weren't going to the informal hearings. They would bring information into us and situations where we agreed with them that there should be some sort of reduction. So the total decrease including the informal hearings was approximately $57 million. These are the results of the residential valuation. I broke them down into specific value groups: properties up to $499,000 of which there are approximately 813 parcels went down 14.1 percent; from $500,000 to $1 million, you can see that's the bulk of the parcels in town, 4,214 parcels, went down about 16.6 percent; $1 million to $1.750 million, there are 2,600 parcels, they went down 10 percent; from $1.750 million to $2.5 million, 756 parcels went down 6.1 percent and $2.5 million and up, roughly 600 parcels, they went down about 1.1 percent. So, you can see the greatest concentration of decrease is located in the lower end of properties in town. Overall results were residential change from 2009/2010, the values went down about 13 percent; commercial change was about 15 percent. The overall real estate change in the Grand List was still about 13 percent because, although the commercial went down a couple of points more than residential, the commercial is really a very small part of our overall Grand List. When people talk about the shift from commercial to residential, there really wasn't very much of a shift, whatsoever. The last slide I have talks about the Board of Assessment Appeal. We took applications until Feb. 22. The state mandated we take applications until Feb. 20 but it was a Sunday. Monday was Presidents' Day so we extended it until the twenty-second. The hearings are in progress right now. They started tonight. By statute, the BAA has to be finished by the end of the month. I'm sure they are going to be finished well ahead of the March 31 deadline. We've got 185 residential applications, 43 commercial applications and 21 personal property applications for a total of about 249 appeals this year as opposed to 850 back in 2005. Just to let you know, of those 43 commercial applications, the BAA is only going to hear six because the state allows them to elect not to hear commercial properties in excess of assessed value of $1 million. They have opted not to hear roughly 37 properties. I'm hoping they are going to be completed well before the end of the month.

The secretary read item #1 of the call - To amend Section 2-55, Land Use Fees-Schedule, for land use applications reviewed by the Conservation Commission and the Conservation Department. First reading.

Presentation
Alicia Mozian, Director, Conservation Department:

I'm going to make this brief because this is the first reading and we plan on giving our full presentation at your next meeting, April 5. I hope that you all picked up a packet of background information. Please do. Please keep it for next month's meeting. Don't throw it away because we are trying to reduce the paper usage. In that packet, there are six items. The first is my official request for placement on your agenda and briefly outlines the need for increasing the permit application fees. The second item is the purpose statement for the proposed changes. The third item describes the changes. The fourth item is a comparison of using the permits that were issued last fiscal year, '09/10, what the permit fees were that were collected and what they will be if you approve the changes for those same requests. In your packets tonight, what the Town Clerk sent out to you, there is the charter how the Town Code reads the charter and it's kind of confusing so we have done a summary of the fee schedules. There's an existing fee schedule and what the proposed fees would be. It takes out the brackets and the strike outs and the bolds and puts it in a format that, I hope, is easier for you to read and understand. If you have any questions while you are reviewing this, please email me. What I'm hoping to do is wait to answer your questions at the next meeting so everyone can benefit from the answers. My email is amozian@westportct.gov, like all the other town employees. One thing I do need a bit of help with is determining an effective date for when these fees should go in place. I have been in contact with the Westport News and I want them to do an article on the proposed fees so that public is not caught off guard with the changes but I do want to be fair to the public and give enough time so if you could give some thought to what the effective date could be, that would be great. That's all I was planning on doing tonight as the first reading.

Ms. Flug:
Because this is a first reading, we typically do not take comments from the public although if there are any members of the public who would like to comment on this, you are welcome to.

Members of the Westport electorate – no comments

No committee report.

Members of the RTM – no comments

This item is being held until the next meeting.

The secretary read item #2 of the call –An appropriation request of $300,000 for the construction phase of culvert replacement on Richmondville Avenue as

described in the Willow Brook Stream Improvement Project. By show of hands, the motion passes unanimously.

Presentation

Steve Edwards, Public Works Director:

The request before you is a long standing effort initiated as far back as 1974 when we undertook an overall evaluation of all the streams within the town. That project was conducted by Leonard Jackson Associates. That project identified nine waterways throughout the town that were identified for various stream improvements. Since that time we have undertaken about eight projects. The most recent ones that we've dealt with over the past four or five years have been the ones on Bonnie Brook, Silver Brook, Brooklawn, we have just completed all but one culvert in that area. We have completed culverts down on Muddy Brook in the area of West Parish. We have completed areas up on Stony Brook. Again, throughout town we have and identified eight to 10. The area we are undertaking now is the beginning of Willow Brook. That is the area behind Coffee An'. Everybody knows Coffee An'. I can use that as a jumping off point. Directly behind there, now, is a small spurt that goes behind Richmondville, connects up through the cemetery, crosses under Main Street up through to behind Daybreak, under a little Weston Road up to Gault Park under Gault Park up through to Cobb Drive. Again, a circuitous route all the way up through a total of about five culverts up through that area that are all undersized and all have to be addressed, eventually. The issue here is that we have to undertake the furthest down stream. If we stop anywhere along the way and we start upstream opening any kind of culvert upstream will impact downstream neighbors. What we have to do is go to the most downstream area, open that up and work in a very integrated approach up the stream to try to improve the entire watershed area. This being the first one, Richmondville is our kickoff location in the Willow Brook. We came here for funding about two years ago for the design money. That has been completed, obviously. It has taken us a considerable amount of time to get the DEP permit, the Corps of Engineers permit, the local Conservation permit, the Flood and Erosion Control Board permit. That's it. Again, those permits are time consuming. We also have the issue here of easements which have also been acquired. So, we are now ready to undertake the project. With the funding tonight, we would put this out to bid sometime within the next month or so with the understanding that we would, hopefully, go to construction in July/August. It will take about four months to complete it. Again, the intent is to try to get this work initiated this summer and completed by the middle of next winter. With that said, we hope to receive support and go forward with this project.

Committee Reports

Public Works Committee, Matthew Mandell, district 1:

Re: Willow Brook Culvert Replacement at Richmondville Ave. The committee met with Public Works Director, Steve Edwards, on Monday February 7th, at 7:30 p.m. The committee did not have a quorum. This is an informational report. Attending - Jay Keenan, Mike Guthman and Matthew Mandell, acting chair. Mr. Edwards outlined the history and need for the replacement. The entire process has been decades in the making. This is the last stream in the process. All town and state approvals have been received as well as private property easements. The Richmondville culvert is the first of five or six on Willow Brook that will be replaced. They won't know the full need until they make their way upstream with each replacement. Completion of this first replacement will be in the fall and the next phase will begin with seeking approvals. There is no outside government money to cover this project. The sum requested is $300,000, less than the $325,000 original sought. Bids, which might come in less, will go out upon RTM approval. Motion by Mr. Guthman to approve, seconded by Mr. Keenan. 3-0 to approve (Keenan, Guthman, Mandell). Report by Matthew Mandell.

Finance Committee, Allen Bomes, district 7:
The RTM Finance Committee met on Tuesday, February 15th to consider a request by Steve Edwards, Public Works Director to approve funding for the first phase of the Willow Brook Stream Improvement project. Since current projects along Muddy Brook and Silver Brook are being held up because of delays in obtaining the necessary easements and permits, the town is ready to move forward and replace the first undersized culvert along Willow Brook at Richmondville Avenue near Carlisle Court. Funds were initially obtained in 2006 for the design phase of this project and all needed easements and permits have been acquired. The expected construction cost is $275,890 plus a contingency bringing this request to $300,000. If the funds are approved, the bidding is expected to take place in May with the actual construction occurring in the late summer during the dry season. The committee members present voted unanimously to recommend that the full RTM approves the funding request.

Members of the Westport electorate – no comments

Dr. Heller read the resolution and it was seconded.
RESOLVED: That upon the recommendation of the Board of Finance and a request by the Public Works Director, the sum of $300,000 to the Capital and Nonrecurring Expenditure Fund (C&NEF) Account (Richmondville Ave Culvert Construction) for the construction phase of culvert replacement on Richmondville Avenue as described in the Willow Brook Stream Improvement Project is hereby appropriated.

Mr. Rubin seconded the resolution.

Ms. Flug: It has been moved and seconded to approve the resolution just read.

Members of the RTM – no comments

By show of hands, the motion passes unanimously.

The secretary read item #3 of the call - A request by the Finance Director for an appropriation of $1,200,000 to the General Fund Pension Budget Account (OPEB Plan Funding) for the cost of the Town of Westport's planned contribution to the OPEB Trust Fund for the 2010-11 fiscal year. By show of hands, passes unanimously, 29-0-1. Rubin abstains.

Presentation
John Kondub, Finance Director:
We have a recommendation tonight from the Board of Finance to bring forward this request for $1,200,000 to the pension funding budget to partially fund the OPEB arc for this year in the amount of $1,200,000. I think there are quite a few incumbents here who know the whole story of OPEB. It's a GASBE 45 accounting requirement or procedure that we have had to follow starting the fiscal year that ended June 30, 2008. We had an actuarial study done. We decided to go the route of funding this obligation via trust. Your body approved an ordinance establishing the trust in December 2008. We have funded it by an appropriation in June 2009 for the first year. For the second year, we were obligated to meet this requirement for the 2008/2009 fiscal year. We funded it to the tune of $2.4 million. In the fiscal year '09/10, we funded it only partially with $700,000. We transferred some money. They were demutualization proceeds which was part of the package that was developed in cooperation with the Board of Finance and the administration back in May 2010 when we set the tax rate, that we would use that source of funds to somewhat meet our obligation for that fiscal year '09/10. This year is a little different. We had some good financial results for the fiscal year '09/10. We've decided to come before the Board of Finance in January 2011 with a plan to fund one-half of the ARC that we are required to meet, $2.4 million. We had it on the agenda for February which was cancelled so we are here in March requesting your body to move forward on that appropriation. We hope to come back some time toward the end of this fiscal year, hopefully, able to do the rest. It is a situation which our department is monitoring on a regular basis, how we're doing financially. I'm sure, I know the RTM Finance Committee got reports. I would be happy to send them to the whole RTM, monthly accounting reports.

Committee report
Finance Committee, Mr. Bomes:

This report was supposed to be done last month so it's not like I'm hogging the microphone.

The RTM Finance Committee met on Tuesday, January 25th to consider a request by the Finance Director upon the recommendation of the Board of Finance for an appropriation of $1,200,000 to fund the Other Post-Employment Benefit ("OPEB") Trust Fund for the 2010/2011 fiscal year. Presenting for the Finance Department was Ken Alexander. The town ended its fiscal year (June 30, 2010) with an undesignated general fund cash balance of $19.1 million which was an increase of $2.9 million over the prior year and was larger than anticipated. While the original budget for this year did not include a contribution to the OPEB account, the plan is to take part of this surplus and fund it now. As you may recall, while we previously set-up a trust to hold and invest the OPEB assets, the actual funding of the trust has been sporadic. Our actuaries estimated in June 2007 that our OPEB accrued liability was $50 million. Just as an aside, unlike the pension plan which is looked at every year, the OPEB account is only looked at once every three years by the actuaries. They are doing it now as of last June 30. They calculated an annual required contribution ("ARC") level that if funded annually, is projected to cover the normal cost each year and to amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The town recognizes that OPEB expenses should be recorded as an obligation during the years of employment rather than wait until after retirement when the benefit is received. The cumulative amount of this unfunded obligation was $7.6 million on June 30th (up from $3.6 million two years before) – so you can see that while our obligation continues to grow, our funding of the OPEB trust has not kept up as we have funded a total of only $3.1 million to date. The committee unanimously voted to recommend that the $1.2 million funding request be approved by the full RTM, but we are concerned that Westport will still have a substantial unfunded OPEB obligation that continues to grow. A minority opinion of the Board of Finance wanted to double the appropriation to $2.4 million now, but even that would not have fully funded the $7.6 million current actuarial deficit. While the town is fully funding its pension ARC, there has not been a similar commitment to fund the OPEB trust. We realize that there is substantial pressure on maintaining current services while minimizing our tax increases, but we can not continue to ignore the future commitments to our employees. We will eventually be paying these benefits out and, if not planned for properly, this will negatively impact taxpayers down the road.

Members of the Westport electorate

Don Bergmann, 32 Sherwood Drive:

I suspect that you all know that this is potentially a ticking time bomb, these benefits that we confront and the costs we have to pay. Every time something like this comes up, I continue to hope for a serious discussion and analysis and recommendations as to what should be done as opposed to just approving it without some of those complicated discussions. I have some personal judgments on our medical benefits to retirees. Those are mine. I don't know what yours are but the basic comment I would make is that we provide, as a town, too much in the way of medical benefits to retirees and both during the periods before 65 when they get Medicare and, to a certain extent, after they get Medicare. I don't know how this is going to be resolved. In the case of union plans, this requires negotiations of changes. In the case of non-union plans which involve a number of employees, it simply requires changes to those plans which could be implemented. One other area that has occurred to me regularly in the last several months is making sure that the cost of these OPEB benefits is properly allocated between the town budget and the school budget. Accordingly, I would like to know of that $50 if this is all town budget costs or whether there is also school budget costs in there as well. This is a big topic. These are big issues. It's a big cost. I don't think Westport can continue to pay the kind of retiree medical benefits that it has in the past. My judgment is that is unfortunate but that may just simply be the reality.

Dr. Heller read the resolution and it was seconded by Mr. Rubin.
<u>RESOLVED</u>: That upon the recommendation of the Board of Finance and a request by the Finance Director, the sum of $1,200,000 to the General Fund Pension Budget Account (OPEB Plan Funding) for the cost of the Town of Westport's planned contribution to the OPEB Trust Fund for the 2010-11 fiscal year is hereby appropriated.

Ms. Flug:
It has been moved and seconded to approve the resolution just read.

Members of the RTM
Jack Klinge, district 7:
It just dawned on me, we are probably going to approve this tonight, give the $1.2 million because we have $1.9 and why not give $1.2 million. That really does kick the can down the road, obviously, and I'd like somebody at our next RTM meeting from the Board of Finance or the town to come and give a three to five year projection of what we intend to put into this pension fund, some kind of a pro forma that says it's going to keep getting worse or it's going to get better or we are going to hold our own. I hate to vote on something tonight without looking forward at least three to five years. I'd like someone to look forward three to five years and, at the next meeting, tell me where we are going to be then. Should the town budget for the upcoming budget year '11/12, $1.2 million? $2.4 million? I'd like to know tonight what are our plans for budgeting for the upcoming fiscal year. I would like someone to answer regarding this upcoming fiscal year.

Mr. Kondub:
Jack, I will be happy to answer your question for you. In this year's preliminary budget that Mr. Joseloff is presenting tomorrow night, still subject to change, talks of funding in the amount of $750,000 for this fiscal year, '11-12.

Mr. Klinge: So, we will fall further behind.

Mr. Kondub:
Theoretically yes. But we are intent in coming back again to catch up more.

Mr. Klinge:
I don't want to belabor the obvious but you just heard an answer that says we are going to belabor the obvious. We are going to fall further behind in our next upcoming fiscal year. I think that's irresponsible to plan to fall further behind. I would just make a comment to the administration that I don't find that acceptable as we move forward on the 2011/12 budget to fall further behind. I would ask you to think about it before you come to the RTM with the final budget.

Wendy Batteau, district 8:
I'm with Mr. Klinge. I am assuming that Mr. Kondub's answer was meant to imply that perhaps we could put an additional amount into the OPEB trust if we came to the end of the '11/12 fiscal year with a surplus like we did this year.
Nevertheless, one of the things that I'd like to know is what is the level of reserve that we need to maintain in order to maintain our bond rating and, secondly, it says here that $19.1 million was an increase of $2.9 million over the prior year and was larger than anticipated so I'd like to know how much larger it was than anticipated. Then I'd like to know the reasoning behind the decision not to double the $1.2 million to $2.4 million since I guess that would depend on the answers to the other questions.

Mr. Kondub:
Every member of the RTM got the Financial Report 6/30/10. If you look in the front, it details how much our fund balance was as of 6/30/10. I think it's $19.1 million. As you might have heard in the committee report, we had a number of positive variances that resulted. If you look in the report, there are some statements of budget versus actual telling we had good numbers regarding the different revenue categories. We had budget turn backs of close to $1.4 million which enabled us to come up with a surplus that allowed us to increase our surplus, $19 million. Given that number, I spoke with Mr. Joseloff and a couple of members of my staff, we decided, there was a plan to fund OPEB when we considered the tax rate to the tune of $500, I believe. I don't want to quote our chair of the Board of Finance but I think that is the number she has stated. We

came back with a request for $1.2 million. I spoke at the board and I said this is something we need to work on. We'll see how we go the rest of this fiscal year. This fiscal year seems to be running not as good as last year but I will be happy to send you the reports which I sent to the Finance Committee a week ago. We are doing okay. We're not going to do a number like we did last year. That being said, we thought we could take down our respective fund balance, $19.1 million, bring it down by $1.2 million to apply some of this to OPEB. We also have the consideration of how much we will need to apply to this year's budget, 2011/12, how much we're going to apply to this year's budget because you just heard with the reval and stuff like that and still have enough on hand, say $15 - $16 million, somewhere in that area, which will equate to eight percent of our budget expenditures which is the guideline that Moody's uses for AAA communities. That answers your questions.

Jonathan Cunitz, district 4:
I'd like to follow up on the question and some concerns that Mr. Bergmann raised. I assume that when we're talking about this OPEB fund, we are referring only to town employees none related to the schools. Is that correct Mr. Kondub?

Mr. Kondub:
We look extensively at the report today because I have been the recipient of a bunch of these emails floating around about cost allocations for pension funding and OPEB funding. When we did the valuation, it does cover Board of Education employees and library employees.

Mr. Bomes:
I just want to make this clear because I think this is an excellent point. It does not include teachers. Some of the town pension plans do include Board of Education employees but do not include teachers.

Dr. Cunitz:
The first question has been answered. The second question is when it comes to teachers, how are these retirement benefits handled? Are they a separate line item in the school budget that we are going to see? Are they funded? Are they unfunded? Do we have a big nut that we should be concerned about?

Velma Heller, district 9:
The teacher's pension is funded by the state. The teachers contribute and the state contributes to the pension. The employees that are being discussed here that are Board of Education employees are not teachers but other types of employees.

Dr. Cunitz:

Dr. Heller, I was inquiring about the medical benefits. Are those part of the pension covered by the state, too?

Mr. Kondub:
I believe they are covered. I believe that's an obligation of the State of Connecticut.

Bob Galan, district 3:
Mr. Kondub, when this was read, it was stated, we set up a trust to hold and invest the OPEB assets. Mr. Bomes said we look at it every three years. When are we getting the next results? Is there a possibility that those investment results will improve this versus what's on the $7.6 million or is this already taken into consideration? A lesser deficit…

Mr. Kondub:
The actuarial valuation we have done is as of 6/30/07. We are currently in the process of getting one done now as of 6/30/10. It will take into account our Contributions to this and will also take into account the contributions we make through our budget. We've talked about how the ARC is $4.1 million; $1.6 of that is already built into our budget and we talk about funding the other part of $2.4. We will have all those numbers in five weeks or so and we will have a better feel of where we stand. I've got to be candid and say the liability will increase.

Mr. Mandell:
You just mentioned it will take five weeks before we get the numbers. If the numbers look bad or different, can we change the budget that we are about to look at two weeks later in terms of increasing or decreasing the amount of OPEB contribution.

Mr. Kondub:
I would say, not legally speaking, we could probably cannot increase it but we will keep that in mind when we do get the numbers. We do plan on coming back to take appropriate action to adjust the number. It will be higher.

Mike Rea, district 8:
The sense I'm getting is that a lot of you are very concerned about what appears to be, once we get our new figures, even knowing that we are further and further in debt. You have to keep that in mind during the budget session. The request we are dealing with tonight, we appreciate the point of view that the Board of Finance had on this that $1.2 [million] was sort of a starting point and they could revisit it. Personally, I would have gone for the $2.4 [million]. I think what we are confronted with tonight is we need the administration to step up and reprioritize and recommend it to us. By the time we get it on the RTM budget, it

comes from the Board of Finance, they are going to act on the administration's request, the Board of Finance is going to make their appropriation and recommendation and then all we can do is accept it or reduce it. We cannot increase the amount. So, if you know at $1.2, that was half of what was considered originally, $2.4 and it's even larger than that, we have to think collectively about that. We need to be in sink with the administration and signal them that we feel that funding this appropriately is the thing to do. We've got $1.2 tonight, all I can tell you is as we go through the budget session, you are going to have to ask yourselves some hard questions about priorities whether it is the administration's priorities or recommendations from the Board of Finance. There is no easy fix here but we need the administration to request more on that funding.

Ms. Batteau:
In the name of budget transparency, I think it would be useful to have whatever the Board of Education OPEB benefits are. I won't get into the Board of Education budget and, in fact, it would be particularly useful to somehow have those items listed in conjunction with the salaries and benefits perhaps as another line item so we could actually get a real picture of what we're looking at every time we authorize somebody to be hired. It's just that I'm asking for a shift in paperwork. I'm not even sure why Board of Education employees would turn up on the town pension and OPEB. Do you know why it's done that way? It's probably from before your town, I'll bet.

Mr. Kondub:
Let me say this. Town and school, it's all one big pot of money. We don't issue two sets of tax bills downstairs that says to Wendy Batteau that says "Your education tax is this and your municipal tax is that." I shouldn't philosophize. My job is report the numbers and the facts. We haven't done that where we've broken down pension funding costs between municipal employees and education employees. It's always been in one cost center under pension funding because there was the basic philosophy, the basic premise that this is one organization. That's where it's been. One office processes all the retirement paperwork for any employee who retires from the Town of Westport, be it Board of Education, library or any municipal department. That's number one. Number two, I will talk to our actuaries and ask them if the elected officials wanted a breakout, it is $2.1 million in the '11/12 budget, I will ask them specifically this week. Give me a cost how much it will take to do this exercise because they are the only ones who can do that professionally, take into account the population in the past and in the future. Who will make the judgment if that is cost prohibitive to do that? I'll talk to Mr. Joseloff. He is the chief executive.

Ms. Batteau:

Thank you very much for that. I know, in fact I'm often heard to say that it all comes out of one pocket, but given the way that we're asked to vote on budgets it would be useful to know and the way we are lobbied, as well, it would be useful to know what money was going where.

Judy Starr, district 1:
I'd just like to follow up with a suggestion based on Ms. Cady's announcement earlier. When our Board of Finance chair and our Finance Committee chair teach the budgeting course, that the flow of funds from where they go to where and how the appropriation process is done, how the reserve process is set aside, be covered because I think it would be very interesting and very helpful for us to understand better.

Dr. Heller:
This whole question seemed to come up in a couple of emails and I wonder if you would qualify, Mr. Kondub, what percentage of those pensions is Board of Education employees?

Mr. Kondub:
We prepared a report at the request of the Board of Finance and we determined, I believe it was $9 million, in actual retirement benefits paid. Out of that, $1.1 million is attributable to Board of Education employees who have retired which is 15 to 16 percent.

Dr. Ashman:
I'm confused. I'm sitting here and listening to discussions about budget, about where monies are coming from and why and no one seems to be raising the question about why we are getting in this hole, why we're in it and why we're getting in it more and more and more. So, I raise the question. Is someone going to address at some point, pension plans and health care plans to get it more into the nation as far as addressing and making suggestions of what to do and how to do it. I see us, every year, getting up here and having this debate a little more, a little less and we are still $50 million behind. I think we should, for the Town of Westport, address what we're doing in the future, not taking away anything from what people have today.

By show of hands, passes unanimously, 29-0-1. Rubin abstains.

The secretary read item #4 of the call - To authorize the issuance of refunding bonds in an amount not in excess of thirty million dollars ($30,000,000) to be issued in calendar year 2011 for the purpose of refunding all or any portion of

the general obligations bonds issued by the Town in the years 2004, 2006 and 2009. By show of hands, the resolution passes unanimously.

Presentation

Mr. Kondub:

We're here tonight to request the RTM to approve a resolution to authorize the First Selectman and the Finance Director to issue refunding bonds. We just did this back in October at the Oct. 18 meeting. Since I have been Finance Director, I know we have done two refunding issues, one in August 2009 and one in 2010. It always seemed at the very last minute when the market had risen, I would speak to Gordon first and the members of our department, our MRFA, bond counsel, and I always had to call the Moderator to see if we could get an emergency meeting to get everybody together so we could approve that. I think the meeting we had in August, there was just one item and it took 28 minutes. What we are trying to do here is trying to get a blanket authorization. It could be good for a year, we could come back again, to issue refunding bonds. There's a lot of ins and outs about how to work the bonding escrow. In my career in Westport, we have done refunding issues five times. If I could, I'd like to ask Mr. Alexander, who has been with our department for 11 years, he has been in government banking longer than I have. He's got a lot of experience. He can tell you the ins and outs of what we'd like to do with the rest of the bonds that are outstanding.

Ken Alexander, Finance Department:

Basically, what we are trying to do here is we are trying to be more pro-active. The markets move dramatically sometimes and by being pro-active, I'm saying, we want to get out of the way the resolution to issue refunding bonds, if the market allows us. We believe that currently it takes us roughly four to six weeks to put together a refunding issue. In four to six weeks that window could close very quickly. We estimate that with the resolution in hand that we would be able to get an issue put together and done within three to four weeks. The reason for that is there is a lot of legal documentation that needs to be prepared and bond counsel won't prepare it without the resolution being passed by the RTM. In addition, we have got to update our offering circular and prepare for a review by Moody's of all our financials. We have to do up to date pro formas to be included in the offering circular and to Moody's and make a presentation to Moody's.
Basically, what we are trying to do here is to get authorization to issue bonds if the market allows. We also have a target of cost savings which is three to four percent net present value savings. That's basically what we're here for.

Committee report

Finance Committee, Jeff Wieser, district 4:

The RTM Finance Committee met on January 25 in anticipation of the February meeting. There were eight members present and Kenneth Alexander was

present. Ken Alexander began by pointing out that the RTM has on many occasions agreed to this sort of authorization which is meant to allow the Town to enter the bond markets at advantageous times and reduce our future debt service. Usually we are requested in rushed, special sessions due to the nature of the markets. The Finance Department is asking us this time for an authorization to issue refunding bonds at some uncertain time in calendar year 2011 so that they will be able to move more quickly should the bond markets open up. The bonds expected to be refunded would be from the issues of 2004. 2006 and 2009. The Finance Department expects to make a similar request of the Board of Finance and RTM each January going forward to provide flexibility in their ability to reduce the town's future debt service. When the refunding bonds are issued, typically, the funds go into an escrow account and the escrow is used to pay interest and principal on the previously existing debt until it is contractually allowed to be retired. Through this type of refunding, called "defeasance," we do not increase the size of our overall debt, but reduce the debt service of the town.
We are being asked for the authorization leaving the timing subject to the market and with the approval of the " Bond Committee" made up of the Selectmen and the Finance Director. In the past we have been advised of a targeted savings to be achieved. While that is not the case this time, the goal is to create a 3-4 percent net present value (NPV) of savings over current debt service. The Finance Dept. has targeted the following bonds for potential defeasance: 2004- $10,250,000; 2006- $ 8,910,000; 2009- $11,800,000; for a total of those issues is $30,960,000 even though we are being asked for a total of $30 million to be defeased. If they are able to defease the entire $30 million authorized, the targeted NPV savings would be $30 million x 3-4 percent or $900,000-$1.2 million. On further discussion, the committee wondered why the committee appointed to decide timing did not include a member of the Board of Finance. While some expressed concern that this might impact the agility of the committee to meet the necessary timing of the markets, we generally agreed that it might be a good idea to review this question separately. Subsequent investigation revealed that the State statute governing refundings, SGS 7-370, allows a wide scope in the makeup of this committee. On a motion by Mr. Lowenstein and seconded by Mr. Guthman, the Committee voted unanimously, 8-0, to approve the resolution attached.

Members of the Westport electorate

Mr. Bergmann:

Clearly, these kinds of things are desirable if they save us money. I have no objection to it whatsoever. I have two points though. One, could someone comment on whether or not someone on the Board of Finance is going to be part of that committee. It wasn't completely clear to me what you all concluded. It seems to me that is a good idea. The second is a question as to the present value analysis. The expectation is a return or saving of about three to four percent on the present value. Are there assumptions underlying that that could vary that could make that either better or worse, interest rates, I don't know what the factors are, just a general question as to whether or not the present value calculations reflect any assumptions that may or may not turn out to be accurate.

Mr. Alexander:
The assumptions as far as the calculation of the net present value would be the interest rate that it would be discounting the cash flows. That, on our last issue, was roughly 2.8 percent. That would be determined on the day of the sale. That's the only one.

Dr. Heller read the resolution and it was seconded.
RESOLVED: that General Obligation Refunding Bonds of the Town (the "Refunding Bonds"), in an amount not in excess of Thirty Million and 00/100 Dollars ($30,000,000) are hereby authorized to be issued in calendar year ~~2010~~ 2011 for the purpose of refunding all or any portion of the general obligations bonds issued by the Town in the years 2004, 2006 and 2009 (the "Refunded Bonds") provided that the Committee designated below determines that the refunding of Refunded Bonds selected to be refunded generates a present value savings.
BE IT FURTHER RESOLVED, that the First Selectman, the Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said Refunding Bonds to be sold, issued and delivered, to determine their form and the aggregate principal amount thereof within the amount hereby authorized; to fix the time of issuance of such bonds, the rate or rates of interest thereon as herein provided, to determine the maturity thereof (provided that no Refunding Bonds shall mature later than the final date of the last maturity of the Refunded Bonds refunded); to select the maturities of the Refunded Bonds to be refunded, to establish and maintain a reserve, escrow or similar fund for the payment of the Refunded Bonds, and to pay all issuance costs incurred in connection with the authorization, issuance, and sale of the Refunding Bonds including, but not limited to, financial advisory, legal, trustee, escrow, verification fees, printing and administrative expenses and underwriters' discount. The Committee is authorized to sell the Refunding Bonds by negotiation. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, shall be deposited in an irrevocable escrow or similar account and invested in investments authorized by statute and approved by the Committee in an amount sufficient to pay all amounts that is or may become due on the Refunded Bonds from the date of issuance of the Refunding Bonds including interest thereon, the principal of, interest and redemption premium, if any, on the Refunded Bonds at maturity, or to redeem at the redemption price prior to maturity, pursuant to any plan of refunding. The Committee is further authorized to appoint an escrow agent or trustee, to appoint a firm of certified public accountants or arbitrage experts to verify the sufficiency of the escrow investments, and to execute and deliver any and all escrow, and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Refunded Bonds; and
BE IT FURTHER RESOLVED, that the Committee shall have all appropriate powers to provide for the issuance of the Refunding Bonds as tax exempt bonds, and comply with the state and federal tax and securities laws and the Committee shall have all appropriate

powers to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interest of the Town by the Committee to issue, sell and deliver the Refunding Bonds.

Point of order, Dick Lowenstein, district 5:
Is the motion correct? The resolution refers to issuing bonds in 2010 not 2011.

Mr. Alexander:
No that is not correct. It should be calendar year 2011. Thank you Mr. Lowenstein.

Ms. Flug:
I'd like to ask the town attorney whether this requires an amendment to the resolution or whether this change can be made without an RTM vote.

Gail Kelly, Assistant Town Attorney: Just do a unanimous consent to amend it.

Mr. Rubin: So moved.

Ms. Flug: Happy birthday Gail!

Point of information, Dr. Cunitz: Who made the motion?

Ms. Flug:
The initial motion was made by Dr. Heller. The motion to amend made by Mr. Rubin and seconded by Ms. Schine.

The motion to amend the resolution to 2011. Approved unanimously.

The motion was seconded by Mr. Rubin.

Members of the RTM
Dr. Cunitz:
Now that we have our years correct and, if my facts are correct, we are asked to approve a resolution that covers calendar year 2011. I believe that started about two months ago and interest rates have gone up in the last two months and I don't know if we missed some opportunities. I would like to make a recommendation to the Finance Department to calendar for every November RTM meeting a blanket resolution similar to the one being proposed today so that we have our ducks in order with plenty of time to do all the paperwork that is necessary rather than doing it after the fact, after the year has started.

Mr. Wieser:

I’m not sure that it was a question that required my response because Mr. Bergmann asked. We did talk about whether or not the bond committee should include a member of the Board of Finance. We thought, for the purposes of this discussion, it wouldn’t be a part of this resolution but it was something we would take up in the future through the RTM Finance Committee interacting with the Board of Finance. So, it will be discussed. I think it will be part of the record. We will come back to you on that. For the purposes of this, we did discuss it.

Ms. Starr:
Just a technical question as to how this works, I think this came up in October’s discussion, the approximately $1 million that would be hopefully saved in interest, over how long a period of time would that savings take place?

Mr. Alexander:
Normally, we’d structure that so it would be a savings over a period of time probably between five and 10 years.

By show of hands, the resolution passes unanimously.

The secretary read item#5 of the call - To amend Section 7.1A of both the Police Pension Plan and the Fire Pension Plan by adding the words "….but less than twenty (20)" in the fourth line of each of the Plans in order to provide that terminated Participants who had completed 10 but less than 20 years of credited service will be entitled to a pension at the earlier of (i) age 65, or (ii) after they would have completed 34 years of credited service if they had remained employed. By roll call vote, the motion passes 21-8.

Presentation
Tom Hamilton, Personnel Director:
As far back as 1985, police officers and firefighters who worked a minimum of 20 years were entitled to receive a pension either immediately upon termination or as of the July 1st following their 49th birthday. When the police and fire pension plans were renegotiated in 2005, the police and fire unions and the town, agreed that a pension benefit would be payable if an individual terminated after a minimum of 10 years of employment however the benefit would only be payable at the earlier of age 65 or whenever the employee would have worked 34 years had he/she remained employed. Since a pension after 20 years was already in place, the 10 year pension provision should have been limited to participants who terminated employment with 10, but less than 20 years of service; however the words "but less than 20" were omitted from the pension documents._The effect of this omission was to nullify the provision that permitted police officers and firefighters with 20 years service, who terminated employment before July 1

following their 49th birthday, to begin to receive their pensions after they did reach the July 1st following their 49th birthday and to delay receipt of their pensions until the earlier of age 65, or whenever the employee would have worked 34 years had he or she remained employed. This drafting error was discovered late last year at which time the fire union filed a grievance indicating that the pension language did not reflect what the parties had agree to in negotiations. The issue was discussed by the Town with the fire and police unions and the town and the unions agreed that the language was in error and a memorandum of understanding was entered into with both unions to the effect that the language needed to be changed. In the memoranda of understanding the Town agreed to submit the change to the RTM which had approved the pension contract in 2005. Included in your material are the two memoranda of agreement signed by the Town and the police and fire unions affirming that the language added to the agreement in 2005 was intended to apply only to participants who terminated after completing 10 but less than 20 years of service. We request that you approve the proposed amendments to the Fire and Police Pension Plans so that the plans will reflect what the Town and the unions negotiated in 2005.

Committees report

Finance and Employee Compensation Committees, Michael Guthman, district 2: I'm so glad to be talking about pensions after our previous discussions. I used to be a center for the Knicks but, after I started doing negotiations, I got hammered down a little. At the risk of repeating what Tom said but hopefully bringing a little more clarity to it in layman's terms, let me go back over this.

Prior to negotiation of the 2005 fire and police pension agreements, an employee was required to have a minimum of 20 years service to earn any pension. If the employee had the required 20 years service, retirement could begin at the July 1st following attainment of age 49. However, any employee, who terminated with less than 20 years service, received back their voluntary contributions plus interest at the time they terminated. The 2005 agreement which runs until 2016 and was retroactive to 2001 instituted a pension benefit for employees who terminated employment with at least 10 years service. This provision specified that such employees would receive their pension benefit at the earlier of age 65 or the date they would have completed 34 years service had they remained employed. The problem currently being addressed is that the wording in the 2005 agreements is problematic in one particular situation. There is no problem in the agreements regarding an employee terminating with less than 20 years service. The pension commences at the earlier of age 65 or the date the 34-year test is met. Likewise, if an employee retires with 20 or more years of service and is age 49+, the pension commences at, or close to, the time of retirement. The problem is an employee who retires with 20 or more year's service but is younger than age 49. A strict reading of the language in the pension agreement indicates that this individual, despite the fact of having 20 years service, would have to wait until age 65 or the date at which he would have had 34 years service to receive a pension. The Town and the two unions agree that the intent of the 2005 provision was that only employees with “more than 10, but less than 20 years service” should have to wait until the age 65 or 34 years date to receive a pension. They agree that an employee with 20 or more years' service should start to receive his or her pension at the later of the July 1 after age 49 or the date of retirement. The Town’s position is supported by the minutes of the RTM meeting at which the agreements were approved. At that meting, the Town’s labor negotiator described the operation of the new provision in the way that the Town and the Unions want to implement it today. The RTM is being asked to approve a change to the pension plans to clarify the wording so that the age 65 (or 34 years from hire date) provision apply to only the terminated employees with between 10 and 20 years service. The Committees discussed this subject at length with Floyd Dugas, the current Town labor negotiator, Tom Hamilton, and Nate Gibbons who had been on Fire union negotiation committee in 2005. These three individuals indicated that they believed that the proposed change was consistent with the intent of the Town and the Unions at the time of the negotiations. The Committee members briefly discussed whether the request for this change should be used to try to force early negotiations of the two pension plans. In the end, the Committee members felt that the correct course of action was to approve the proposed changes to make the plans consistent with the intent at the time they were negotiated. This was described by one Committee member as being a “good faith” action. Both committees voted to recommend that the full RTM approve the amendments to the pension plans. All members voted in favor of the recommendation except for Linda Bruce who voted no in both Committees.

Members of the Westport electorate

Mr. Bergmann:

I’ve expressed my views on this particular item in my email. The only thing I want to do is to take the occasion to highlight the fact that, while this has nothing to do with the pension benefit, once a person has retired, in this case the police or the fireman, they get medical benefits for the balance until they turn Medicare age with them paying only 40 percent of the cost to the town of those benefits so I bring back to your reality situation the kind of things we fund. If a firefighter retires at age 50, they continue to get medical benefits paid for by the town to which they contribute 40 percent of the cost; however, that cost is fixed based upon the premium at the time they retire so that as our benefit cost increases, as they get older, that 40 percent is based on the cost to the town at the time of retirement. It’s a very costly plan. It’s something we have to keep in mind as we proceed with addressing these issues of the kinds of benefits we pay to our retirees, whether fire or police.

Nate Gibbons, 241 Greens Farms Road:

I’m here to speak to you tonight to encourage you to approve this technical correction of our pension. As you’ve heard, errors were made and I apologize to this body for taking your time to correct this error. I can assure you that a number of $20/hour fire fighters and $500/hour lawyers read this agreement many times before it was presented to the body in 2005. I want to answer a few questions you may have going through your heads right now. First let's talk about health insurance and benefits for members who retire with 10 years and less than 20. One thing you haven't heard tonight is people who go out partially vested, less than 20 years, do not get any health insurance. They do not get any escalator in their pension either. It's a bare bones kind of pension and, when we negotiated this in '05, our motivation was the fact that the Fire Union and the Police were the only unions that did not have 10 year vesting. Also, we had a problem. If you fell your roof after 19 years of service and couldn't go back to working as a fireman, you didn't get a pension. We felt that it was unfair. The town agreed with us. We negotiated the language that you see tonight absent those four critical words that you are going to add, hopefully. So, we come down to a high road, low road choice for your. High road, good faith, this is what was negotiated by the town, by the union with documentation. The attorneys and the firefighters all agree that this is what we intended to have happen. I hope you will vote for that tonight. The low road, I understand the Wisconsin anger that may be in the room. I hear comments regarding the cost of pensions and I will point out to the gentleman-citizen in the back that the 40 percent that you referred to is the highest rate paid by retired firefighters in the State of Connecticut for insurance courtesy of our negotiators here in the Town of Westport. They've done a good job for you as taxpayers. Please don't take that low road. I look forward to your comments on how a technical correction should be used to either punish those who seek to retire, to reopen a pension. Worst case scenario, if you turn this down tonight, what's going to happen is we're going to take it to the State Board mediation arbitration. As taxpayers, RTM members, including myself, you will be paying more attorneys, more dollars to fix the problem. It seems as how the town and the union already agreed that this was a technical error, I don't see it as a winner for the town. Four words. We have probably spent about $1,000/word so far on fees to get this correction done. Let's not spend any more. Let's vote for it tonight.

First Selectman Gordon Joseloff:
I urge you to support this but I also want to point out that the prior speaker is not only the President of the Fire Union, not only a Westport firefighter, but he is a former member of the RTM. Those of you who read the little booklet,
Everything You Read about the RTM but Were Afraid to Ask was written by Nate Gibbons. So, thank you, Nate.

Dr. Heller read the resolution and it was seconded
RESOLVED: That upon the recommendation of the Personnel Director, Section 7.1A of both the Police Pension Plan and the Fire Pension Plan is hereby amended by adding the words "….but less than twenty (20)" in the fourth line of each of the Plans in order to

provide that terminated Participants who had completed 10 but less than 20 years of credited service will be entitled to a pension at the earlier of (i) age 65, or (ii) after they would have completed 34 years of credited service if they had remained employed.(Full text available in the Personnel Office.)

The resolution was seconded by Mr. Rubin.

Members of the RTM

George Underhill, district 4:

I am on the Employee Compensation Committee but was not able to attend that particular meeting when they went over this item but I did send an email in voicing my opinion after having talked with Mr. Hamilton and also having spent 10 years of my employment in the Town of Westport on the pension boards do realize there are oversights from time to time. I fully support making the change and correcting the records.

Linda Bruce, district 2:

I have a question for Attorney Dugas. At the joint meeting, I heard this referred to as a technical correction. At the joint meeting, we had asked you for your opinion whether this is a technical correction. I'd like to you to respond to that, please.

Attorney Floyd Dugas, Town labor counsel:

Technical correction isn't really a defined term. I suppose, in a sense, this is a technical correction in the sense that it is correcting a prior error that both parties seem to recognize was, in fact, an error. It is arguably not a technical correction in the sense that it could be viewed as substantive were it not a situation where we are trying to conform the language to what the parties' original intent was. Is it a technical correction? Yes, it is in the sense that we are simply trying to conform it to what the original intent was. Is it more than a technical correction in that it is a change in language? I suppose it could be viewed that way but certainly there is an argument that it is simply a technical correction.

Ms. Batteau:

I read this and read it and read it and read it having been an editor and a college level English teacher for a long time. Even with the language, "but less than 20" included, I don't think it gets to where the intention wants to go. Seven-one basically talks about people who have been employed since 1985, in other words, have been employed for 35 years who terminate employment with 20 years of continuous credited service and it says that their pension shall be made after they obtain age 49 or would have attained age 49 if they die. Then we go into 1a, and it says…

After completing 10 years of continuous credited service, he may elect to receive his contributions accumulated with three percent interest per annum through June 30, 1985, blah, blah, blah…beginning July 1, 1985 to his date of termination. It doesn't say when he would be eligible. So, not saying that, the implication of that statement is that he gets to take that money when he retires. Then it says: Alternatively, he may elect to receive a pension which is presumably going to be a greater amount and that pension can be collected July 1 co-instant with or next following his 65th birthday. So, I don't think that simply saying "less than 20 years" is going to trigger somebody to look back and say, 'okay, they get that technically. Grammatically, it's not going to do that. You need to also include the language at the end of that sentence that concludes the sentence in 7-1 in order to do what's intended by this text amendment. If I've confused anybody, I'll be glad to clarify how I read this. I'm sure everybody has read this six different times a minimum of six different ways. I'm pretty sure you need to have that second clause in or else, with the period, they simply get it at the date of termination.

Attorney Dugas:
I think that there are two distinct concepts in that paragraph. The first concept, the first option that the participant has is to receive a return of their pension contributions together with interest at the rate of three or five percent depending and it says to the "to the date of his termination." While it doesn't explicitly says that it shall happen at the time of his termination, I think that is explicit but we certainly could add that clarification, if necessary. The other alternative, obviously, is if they don't elect to receive a return of their contributions with the applicable interest rate, then you get into receiving a pension benefit at the completion of their 65th birthday or 34 years of service of service. It is two distinct concepts but I certainly think that it couldn't hurt to add that the distribution under the first option would occur at the time of separation.

Ms. Batteau:
I thought the point was to make it at 49 years. Right now it makes it at the time of termination. If it's intended that they get it at the time of termination then what you have is sufficient; although, as you say it wouldn't hurt to add it in. Isn't it then intention that they get it at 49 rather than at 65?

Mr. Dugas:
When we are dealing with the first part which is a return of the employees' contributions with interest through the date of his termination, I think implicit in that is that you pay them at the time of termination. Otherwise, we would pay them interest to some other date in the future. I do think the intent is the distribution in the first option occurs at the time of termination. I do think it's implicit in that provision. We could certainly look at it for further clarification but I think the intent is and that is the way I have always seen these provisions

applied. Under other pensions in other communities, if you get a return of your contributions plus interest, it's up to the point of separation of employment.

Ms. Batteau:
I agree with you. I was simply looking at the report which says that "the town and the two unions… agree that an employee…" Oh, I see, it's with 20 years of service. I was looking at that one wrong. I see. I was reading the report incorrectly. I think it does what you want it to do and adding a clause would help prevent people, like me, from puzzling over it.

Ms. Flug: Do you want to propose an amendment?

Ms. Batteau: No

Ms. Starr:
I think that everybody wants to do what they feel is the right thing and I think we also have to keep in mind that we represent the people who sent us here, the taxpayer. So, I really thought about this because I was in the room in 2005 when we voted on it and I went back and looked at the minutes. I couldn't really see. I read Len Rovins statement a couple of times. I could see that something new was given to the union was 10 years vesting but I didn't see anything that said what is being asked for was in the negotiations. Having said that, I was also thinking, this was a contract and it was signed five plus years ago. Why is it coming to us almost 5 ½ years later? Didn't everyone have legal representation? Didn't the union have qualified lawyers and we have qualified lawyers that looked it over and proofread it and said, 'hey, you are getting what you wanted.' And now it's coming back to us. Basically, it's like when you've bought something and you take it back to the store. It's been used. People have retired under this contract. It's been worn and altered so to speak. It has been five years and four months. Why is it coming back here tonight? That's the first question I want to ask. I want to understand this a little better. What really made this come back to us now. Could someone tell me that?

Attorney Dugas:
The best answer that I can give to that question is that recently there was an application for retirement filed by a firefighter fell into this unintended situation. To the best of my knowledge, this is the first such application that would have fallen into this provision. That's what triggered him to look at the provisions, the firefighter, the Firefighter union to look at it and to question the town so that's why it came up the first time. In terms of why it wasn't reviewed in 2005 and since then, I can't answer that because I've only been town labor counsel for a little over a year. Otherwise, what I've heard people say is that everybody read

this thing many, many times and thought it said exactly what they intended but when you go to apply it, you can see that it doesn't.

Ms. Starr: If I can just ask, how old is this person?

Mr. Dugas:
My understanding is that the individual who applied, while he has 20 years of service with the town, he is actually about six months shy of age 49. When you think about fairness and what the original intent of this was, this really goes to, I think it makes a great point of why an interpretation other than the one we are trying to correct would be unfair and make any sense. This individual was six months shy of 49 years old. If he happened to be born seven months earlier and filed the application at the same time, there is no question whatsoever, he would have been entitled to collect his pension beginning July 1 of next year but because of this language and by virtue of being just six months shy of what he needed to be, the arguable interpretation is that he has now got to wait until age 65.

Ms. Starr:
My question is why he can't wait to retire in six months? Do you have any idea why he can't wait six months?

Mr. Dugas:
I can't speak for the desires and the intentions and the personal financial and personal circumstances of this individual. I can tell you my understanding is having served in an acting captain's capacity for a period of time, and now returning to a lieutenant capacity, I believe it is, it is going impact his final wages and how it's calculated. That my have factored into his decision but again I can't speak for the gentleman.

Ms. Starr: Are you saying he got demoted?

Ms. Flug:
This is a personnel matter. I'm not sure it's relevant to the resolution.

Mr. Dugas:
It wasn't a demotion. He was serving in an acting capacity in place of somebody else. The person returned. If I recall correctly, it was somebody who was serving in the military abroad and returned. When the gentleman returned from the military, the fellow who is seeking to retire was no longer serving in the higher role of the acting capacity and went back to his regular duties as a lieutenant.

Ms. Starr:

So he wants to retire six months earlier at the higher salary.

Ms. Flug:
I'm not sure a discussion about this particular example under the resolution is appropriate.

Point of order, Dr. Heller:
I feel like we should not be discussing personnel matters.

Ms. Starr:
I was following a train of conversation as an explanation. I was not trying to probe personnel matters. This came up. I was naturally curious. We don't have to dwell on it. But I think that there is a question if someone is age 48 ½ versus 49. We can forget about what the details are. We can forget what the provisions are. We can look at it this way: there was a contract. It was discussed here in good faith. It was signed. It was looked at by lawyers. These are sophisticated lawyers. What about our lawyer? Which of our lawyers looked at it? Which of their lawyers looked at it? The people who did this are sophisticated educated people. Why are they coming back to us now, five years later? Mr. Rovins cannot answer this, unfortunately. He's the one who presented it. We don't know how many people will be impacted in the future. We don't know that. We don't know how much this will cost. We were just talking about OPEB and pensions and benefits and how this is becoming, I don't know, what is it, $50 million in arrears. We don't know how much this will cost. We don't know the numbers are of people involved. We are being asked to change a contract for one person? I really am taken aback here. On one hand, yes, you want to be fair. You want to be kind. You want to be considerate, but you also have to think about the bigger picture and the people who sent us here. We have a technical, yet substantive, change that we are looking at. This could be basically de facto as if it were a new contract for us as a town in terms of what it could cost us. We are actually being asked to take something that was put away 5 ½ years ago, almost, and open it up. I don't know where good faith comes into this. Again, I looked at the minutes. I think we need to know more. If you feel comfortable going home and explaining to your constituents that you've opened up a Pandora's box of expenses to them, fine but I think we owe it to them and to ourselves if we're going to look at something like this to have a little bit more facts in hand as to what it would cost. If we want to open up a contract, then maybe we want to ask to negotiate the nature of the benefits to a direct contribution. This is not a little thing and I am having a little bit of difficulty with it, obviously, as you can all tell, not because I don't want to be nice and be a generous employer but because I'm thinking about the people we are supposed to represent, the people who sent us here into this auditorium every first Tuesday night.

John McCarthy, district 9:

I agree with everything Judy just said. I think quite frankly to be told this is a technical correction… when I am looking at a contract it is a slight typo, a comma misplaced that doesn't really change the meaning or the materiality. This is, in effect, Judy is exactly right, it has been in a cabinet for five years. No one has looked at it. Someone looks at it and says, 'this isn't what we agreed.' Well, guess what. Lawyers were involved. A lot of money went into making sure that what was put on paper was a meeting of the minds of the parties. To be told tonight that, why don't you just approve this because it is just a technical correction…to basically be told that it is impossible to discuss a very real situation that's on the table because it is a "personnel matter" what the rank of this person who is looking to retire now what it is now and what it would be in a few months or what his pension would be based on, I think that's very material. I think that's something that we should know about. I think coming to us without a full financial analysis of the impact so we can actually understand what it is we are being asked to decide here and being told it's kinda like changing a comma in a contract that doesn't really changing the meaning. I've got a problem with that. I'd like to see a full financial analysis of what the impact of this is going to be. I'm pretty confident we wouldn't be having this conversation today if all of a sudden it turned out that there was part of the contract that was beneficial to the town, we found it and we went back to the union and we asked, as a sign of good faith, could we renegotiate this or just go back and change the contract. I don't think we would be having that conversation right now, quite frankly. That's not how this works. We are standing here today being asked to make a material change to a signed contract without really understanding the implications or, quite frankly, figuring out how we can use this to renegotiate the deal if that's what we want to do. I take exception to be told that there's a high road and a low road here. I think the road that we are being asked to take is the road that is proper for the Town of Westport. I think it's up to each one of us to decide using our own consciences to decide what that road is.

Mr. Klinge:

Let me tell you where I come from on this one. Very simply, I don't want to go to an arbitration hearing when my town lawyer says we should fix this, when the union lawyer said we should fix this, when all parties involved agree a mistake was made when it was written. I don't want to have us try to defend that in arbitration. I also don't want to spend the next five years until 2016, every time someone retires in this definition going through the same discussion again and arbitration again. I will predict up here in public that we will lose every time we go to arbitration. It will cost money. Sorry John, that's what will happen. I propose that we approve this and get on with it or we can do this over and over again with a very predictable result.

Mr. Guthman:
Typos happen. We just changed 2010 to 2011. We did that tonight. Also, Judy, I read the same thing you did when Len Rovins presented the contract to this body in 2005. He explained the change to the 10 year vesting on pensions. The way he explained the impact of the change is totally consistent with what we are being asked to do tonight. So, I urge you to approve the proposed change.

Mr. Mandell: Why didn't the pension board just take care of this?

Mr. Dugas:
That is a great question actually. That's primarily my role here because I wasn't involved in 2005. We talked about that. I talked to a number of folks including Attorney Kelly, Mr. Hamilton and others. We had this conversation. Is it a technical amendment? Is it a substantive amendment? Because of the nature of it, the conclusion was this was a little bit more than the type of interpretation issue that the pension board should be confronted with. The thought and concern was even if we were changing the language to reflect what the original intent was, we were still changing the language that this body had approved and that the appropriate step, full disclosure, was to reach an agreement that is conditioned upon RTM approval and to bring this before this body in the spirit of full disclosure to have it approved.

Mr. Mandell:
Why directly to the RTM and not to such as the Board of Finance to do some financial analysis. The suggestion is that we have one employee who has this issue happening. Is there any analysis of how many other employees this would occur with? We are talking about employees who began employment at age 22 to about 24 or 25 and then have their 20 years where they might fall into that area. Why us and not someone else that will vet the financial aspects of it first and then bring that to us?

Mr. Dugas:
The only way that I can respond to that question is to say that we understood what the change was that needed to be made so the question was simply what is the appropriate avenue for that to happen. Because we were talking about an amendment, a change to the pension plan, the conclusion that was reached was that it needed to have the approval of the legislative body, the RTM. That's the route we went. Frankly, I don't remember a dialog or a question as to whether it was required to go through the Board of Finance. It just seemed that this was the legally mandated avenue to get this done short of just having the pension board "interpret" the plan. I personally wasn't comfortable that it was the type of thing that they could do ultimately and those involved felt the same way.

Mr. Mandell:
Two RTM members have gotten up and said they would be comfortable hearing some kind of financial analysis so there was none done. It was just saying we believe this is what the intent was, so just go ahead and do it.

Mr. Hamilton:
I did actually write our actuary, sent him an email asking whether the change in the language would have any additional cost beyond what is already assumed in the plan assumptions. The answer was our valuation assumption and programming for the Police and Fire Plans already accommodate the more generous language that you are contemplating adding to the plan documents. So, the answer is, as far as our actuaries are concerned, there is no additional cost beyond what is already considered in the actuarial function.

Mr. Mandell:
That's the actuarial function meaning that we have it analyzed already that we could spend that money [yes] but not necessarily will be spending that money. We hear a lot about how this was the intent but the only thing that we show that there was an intent was one sentence from Mr. Rovins who is no longer with us to explain it. What other documentation do we have that this was the intent of negotiators because we actually have to make a decision based on the negotiation that we really can't go back and find out about. Is there any other documentation on this? Mike, come on. You're on the committee so if you saw something that we didn't…

Mr. Rea:
I wasn't there during the negotiations. I am not a strict constitutionalist so I can't go by every dot and comma but it was my impression that after hearing the Town weigh in and hearing the union weigh in and then reading what was available that absent being there for the negotiations themselves, it seemed it made sense. It was a fair thing. Everyone was agreeing on it. The real kicker on it is that Nate Gibbons who was the union representative was there. You put a modicum of belief in what someone tells you who has served this community, served this body and it all tied together. For me, it takes it to the next step. We do have an eye witness.

Mr. Mandell:
I'm still uncomfortable with it. While I understand that the union, we are dealing with one individual here. The union has their one constituent they are looking after. This body is looking after 20 some odd thousand. I'm uncomfortable that we are going to change a contract that was signed and sealed and delivered five years ago. I have a problem with it. Can you tell me about the grievance process and how it would work. Since we're only talking about one individual, what is

the process where if he goes through with grievance and he wins, that's it and we don't change the contract.

Mr. Dugas:
Incidentally, if I can address the last point briefly, there were at least two people, obviously, Mr. Rovins isn't available, nor are his files. I don't have his files but Mr. Hamilton and Mr. Gibbons and others were, in fact, involved in that process and we have the benefit of their recollections and so forth. Turning to your question, the arbitration process will go to a State Board of Mediation and Arbitration, panel of arbitrators. The first thing they will do is to look at the contract language. They will then hear testimony about what the intent was. Frankly, without getting too much into strategy, I would argue that the contract language is clear and you need to apply it the way the contract language is. If the union can convince the arbitrator that there is any ambiguity in that language, the arbitrator will allow the introduction of evidence regarding the negotiating history, particularly the intent of the parties. There seems to be no disagreement of the parties as to what the intent was. So, if the union can get over that first hurdle and get to the bargaining history, the chances are they would likely prevail. That doesn't mean I wouldn't make other arguments which I'd rather not get into in terms of the strategy if it came to that but that is the process we would go through. The arbitrators would render a decision. That decision would not just be limited to this individual, it would be to this contract language and how it should be applied to any similarly situated individual.

Mr. Mandell:
So, there wouldn't be any more arbitrations. It would settle all of them if it ever occurred. During the next five years, if we have three more of these guys who are between 45 and 49, it would be done without us changing the contract.

Mr. Dugas: From a practical standpoint, I think that's correct.

Mr. Mandell:
I'm not going to vote to change a contract. I think if someone has an issue with it, they can go through the grievance process. That's good for me.

Mr. Wieser:
This conversation is not dissimilar from what occurred in the Finance Committee a little bit in that we talked about the facts. We talked about the fact that there seemed to be a post facto agreement among all parties that this contract was a screw up by two lawyers, one in Chicago and one here. We vented a lot about the current state of the pension plans and we vented a lot about how we would love to change them. We sort of vowed to change them when we had the chance to do so. I am going to vote to change it. It's an easy change. One person has

come forward in 5 ½ years which shows it's not going to break the bank. To me, the most important part of this is that what we're voting to change in this contract is what this contract read essentially for people with 20 years of vested service before it was changed in 2005, before it was mis-corrected in 2005, i.e., someone who has retired after 20 years…Before 2005, someone who retired after 20 years service up to age 49 got their retirement benefits when they retired. I'm not aware of the town winning any union negotiations in the last 10 years so I can't imagine we could have clawed that back to begin with but I do believe that was the intent. I got comfortable with some of the language that Ms. Starr was not comfortable with in that I think there was some recognition through the RTM minutes that there was some conversation…I'm sorry, I can't point to it right here. I'm with Jack on this that our Town Attorney is suggesting that this is not a big change. Our Human Resources Director is saying this is not a big change. One person in 5 ½ years is coming to us to ask that we revert to what the wording was supposed to be before 2005 and that's what the wording used to say so I think this is doing our responsibility to the town employees, do what was expected to be in place to begin with and to use this is a lever or to use this as a reason to change things is just not an appropriate thing to do or the appropriate time to do things but, when it comes time, we've got to approach the negotiations of pensions with a very strong hand and very firm hand and to have acted fairly and appropriately when it was time to do so will put us in that much stronger position.

Mr. Lowenstein:
Eight of the nine members of the Finance Committee were present when this committee heard the subject that you heard tonight. Their names are on the report. I want to echo what Jeff said so you realize Jeff is not speaking only for himself. He is speaking for all of us. Everything that was raised tonight including why now, why not three years ago or four years ago, every question that was raised tonight was raised at the committee meeting. Based on the fact that the First Selectman had already agreed that the error had been made was evidence to an arbitrator or a grievance hearing officer that Town agreed with the griever and, therefore, we may disagree with the griever but the town agreed based on legal advice that the First Selectman received. Mr. Rovins is dead and he can't speak for himself. Mr. Gibbons was there and he read extracts from his notes and we have no reason to believe that Mr. Gibbons was not telling us the truth that his notes, in the abstract corroborated what was in the minutes of the RTM meeting. I urge you to support this request. We have addressed this in thoroughness and this meeting tonight is essentially a larger expansion of the meeting we had with the Finance Committee, subject to subject.

Lois Schine, district 8:

I just want to confirm what Jeff and Dick have just told you. Do you really want to go to an arbitration hearing, have our lawyer go there say that the town agrees with the change that we should be making or with the correction we should be making. What kind of an argument is that before the court? I don't even know how we can do that. We questioned all of this at our committee meeting. All of the things you're asking, we had the same kind of questions and reactions to everything and, except for one person, we were all convinced that this is the right thing to do. I know we're all tense about pensions, not just here but every city and state in the country. It is something that has to be addressed but this is not where to do it. This is the correction or, it's actually not a big change, it's what was intended. That's what we should really, in good faith, do. We should vote to support it.

Mr. Bomes:
I support this change but I have another issue. When we heard this in the committee meeting, my first reaction was, how did we find the only incompetent attorney in Chicago who couldn't transcribe an agreement properly? Then I found out last week, to add insult to injury, we are still paying this attorney for legal advice on pensions. I would hope at the very least, after tonight, as a taxpayer, we at least find another attorney in this country who can work on these pensions.

Dr. Heller:
I'm not going to make a resolution. I promise. I really have listened very carefully to the people who have spoken. I feel the Finance Committee did a thorough job of examining this. I think they tried to clarify the wording of what is a very complicated statement which had its grammatical and syntactical issues. I know all of that but the bottom line is, there was a specific intent at the time of negotiations and that intent was muddied by the way it was stated. I think that is the issue that we are dealing with. I think we are all very much aware of the fact that pensions are problematic, that the media is giving clarity to that as an issue that everybody is going to have to deal with but this doesn't deal with that. I think by following what was the intent of this negotiation, we put ourselves in a much stronger position for any type of future negotiation that we would want to do. I will vote for this change because I feel it is the right position to take at this time. That is for the benefit of the town.

Ms. Bruce:
I am the one member of the Finance Committee who was not in agreement with my other colleagues. I realize that the intention in the notes was 10-year vesting. I thought that was the big plan. We have 10-year vesting in 7.1a. We have provisions for people who have retired after 20 years in 7.1. I'm not sure that the part of the intentions in negotiations were to have 20 years of employment and,

guess what, you have to be 49. You are not 48 ½ , you have to be 49. Maybe that was the intention so by changing this so-called technical rule, you add a substantive change. Maybe that was the intention but it is a substantive change. You can be 48 ½ , you can be 47, you can be 45. You can be whatever. We're not getting on Medicare until we're 65 or retiring until 62. It's a date that's there. You have to be 49. I don't know what the intention was or the negotiation or if that was a miss hit or misfire but it's pretty clear. You have to be 49 with 20 years. I wanted to offer clarification with Mr. Hamilton's comment when he wrote to the actuaries. The response was

> Our valuation assumption and programming for the police and fire plans already accommodate the more generous language that you are contemplating adding to the plan documents.

I'm not sure what generous language but the kicker is the next statement which says

> However, we do not assume participants will retire at age 49; rather, we assume that they retire at age 55.

So the retirement assumptions and I'm kind of reading this is that they are planning that they retire at 55 and now we have 48 ½ year olds retiring and 47 and 45, so, I'm thinking there might be some new calculations that have to be made back to what it will actually cost the town. I will continue to not vote for this. I'm sorry. What was intended five years ago but it is now 2011 and I'm not going to be in a position to cost the town money. I can't do it.

Mr. McCarthy:
Seems like we not only have incompetent lawyers working on this, we may also have incompetent actuaries working on this. If they have done their actuarial work based upon the more generous language which is not yet in the contract, I would call into question their entire approach to doing work. I would seriously look at that. If they have done the calculations based on something that is not in the contract then I think we may have another set of professionals we may want to go after and find someone else to do some work for us. I just want to make a clarification in your exchange with Mr. Mandell. I thought I heard you say if this goes to arbitration, there will basically be two steps. Step one, is there ambiguity in the wording in the contract. If that hurdle is cleared, the next one will be, what were the intentions of the parties of the negotiations. I think the language in the contract is unambiguous which would then tell me that the hurdle that the union would have to go over is awfully high. I think we are sitting here saying, oh, we're going to lose so why don't we just give it to them. Some people are using that as part of their arguments as to why they should vote for this change. I would say that's probably not a good argument. I would say, based on what I've heard tonight, we'd have a pretty good chance of having this contract upheld by an arbitration panel given the unambiguous language that's in question. I also so that if we do go to arbitration, I would hope that the First Selectman and the

attorneys that would be arguing this would be arguing for the town to actually win this and not simply go through the motions.

The motion passes 21-8 by roll call vote. In favor: Cady, Guthman, Meyer, Cunitz, Seidman, Underhill, Wieser, Levy, Lowenstein, Colburn, Urist, Bomes, Klinge, Rubin, Batteau, Cherry, Rea, Schine, Green, Heller, Flug. Opposed: Mandell, Starr, Bruce, Keenan, Galan, Lebowitz, Talmadge, McCarthy.

The meeting adjourned 10:50 p.m.

Respectfully submitted,
Patricia H. Strauss
Town Clerk

Jacquelyn Fuchs

by Jacquelyn Fuchs
Secretary

ATTENDANCE: March 1, 2011

DIST.	NAME	PRESENT	ABSENT	NOTIFIED MODERATOR	LATE/ LEFT EARLY
1	Diane Cady	X			
	Matthew Mandell	X			
	Elizabeth Milwe		X	X	
	Judith Starr	X			
2	Linda Bruce	X			8:40p.m.
	Michael Guthman	X			
	Jay Keenan	X			
	Sean Timmins		X		
3	Amy Ancel		X	X	
	Robert Galan	X			
	Bill Meyer	X			
	Hadley Rose		X	X	
4	Jonathan Cunitz, DBA	X			
	Gene Seidman	X			
	George Underhill	X			
	Jeffrey Wieser	X			
5	Barbara Levy	X			
	Richard Lowenstein	X			8:05 p.m.
	Paul Rossi		X	X	
	John Suggs		X	X	
6	Joyce Colburn	X			
	Paul Lebowitz	X			
	Catherine Talmadge	X			
	Christopher Urist	X			
7	Arthur Ashman, D.D.S.	X			LV. 10:40 p.m.
	Allen Bomes	X			
	Jack Klinge	X			
	Stephen Rubin	X			
8	Wendy Batteau	X			
	Heather Cherry	X			
	Michael Rea	X			
	Lois Schine	X			
9	Eileen Flug	X			
	Kevin Green, Ph. D.	X			
	Velma Heller, Ed. D.	X			
	John McCarthy	X			
Total		**30**	**6**		

Roll Call Vote: Item # 5 – Amend Union Contract

DIST.	NAME	ABSENT	YEA	NAY	ABSTAIN
1	Diane Cady		X		
	Matthew Mandell			X	
	Elizabeth Milwe	X			
	Judith Starr			X	
2	Linda Bruce			X	
	Michael Guthman		X		
	Jay Keenan			X	
	Sean Timmins	X			
3	Amy Ancel	X			
	Robert Galan			X	
	Bill Meyer		X		
	Hadley Rose	X			
4	Jonathan Cunitz, DBA		X		
	Gene Seidman		X		
	George Underhill		X		
	Jeffrey Wieser		X		
5	Barbara Levy		X		
	Richard Lowenstein		X		
	Paul Rossi	X			
	John Suggs	X			
6	Joyce Colburn		X		
	Paul Lebowitz			X	
	Catherine Talmadge			X	
	Christopher Urist		X		
7	Arthur Ashman, D.D.S.	X			
	Allen Bomes		X		
	Jack Klinge		X		
	Stephen Rubin		X		
8	Wendy Batteau		X		
	Heather Cherry		X		
	Michael Rea		X		
	Lois Schine		X		
9	Eileen Flug		X		
	Kevin Green, Ph. D.		X		
	Velma Heller, Ed. D.		X		
	John McCarthy			X	
Total			**21**	**8**	