

RTM Minutes  
September 6, 2011

**The call**

1. To take such action as the meeting may determine, upon the recommendation of the Historic District Commission, to amend Chapter 38-24 of the Code of Ordinances of the Town of Westport by adding the property and building(s) located at 93 Cross Highway as a historic property. (Second reading. Full text available at the Town Clerk's Office)
2. To take such action as the meeting may determine to ratify and approve the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 to June 30, 2013 and to appropriate the sum of \$508,600 to the 2011-2012 fiscal year budget.

**Minutes**

Moderator Hadley Rose:

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 us streaming live on [www.westportct.gov](http://www.westportct.gov), watching on cable channel 79 or ATT channel 99. My name is Hadley Rose and I am the RTM Moderator. On my right is our RTM secretary, Jackie Fuchs. Tonight's invocation will be by Susan Gold.

Invocation, Susan Gold:

Pema Chodron, an American Buddhist nun wrote a book "When Things Fall Apart: Heart Advice for Difficult Times"

Now, as we are all faced with difficult times, things falling apart is a kind of testing and also a kind of healing. We think that the point is to pass the test or to overcome the problem, but the truth is that things don't really get solved. They come together and they fall apart. Then they come together again and fall apart again. It's just like that! The healing comes from letting there be room for all of this to happen: room for grief, for relief, for misery, for joy. Letting there be room for not knowing is the most important thing of all. When there's a big disappointment, we don't know if that's the end of the story. It may be just the beginning of a great adventure. Sticking with that uncertainty, getting the knack of relaxing in the midst of chaos, learning not to panic--- this is the spiritual path. Every day we could think about the aggression in the world. Am I going to add to the aggression in the world? Every day, at the moment when things get edgy, we can just ask ourselves, "Am I going to practice peace, or am I going to war?"

There were 22 members present. Ms. Milwe, Ms. Starr, Ms. Bruce, Ms. Ancel, Mr. Rossi, Mr. Suggs, Mr. Lebowitz, Mr. Urist, Dr. Ashman, Ms. Flug, Dr. Heller and Mr. McCarthy notified the Moderator that they would be absent. Mr. Seidman and Ms. Colburn also were absent.

There were no corrections to the minutes of August 2.

## **Announcements**

Mr. Rose:

Our one birthday is not here today. She is recovering from what Gordon used to call "a special birthday": Velma Heller. Happy birthday.

Our next RTM meeting, Oct. 4.

The next Finance Committee meeting is next Tuesday Sept. 13.

## **RTM Announcements**

Bill Meyer, district 3:

I'm going for Joe DiMaggio's record of 57 straight games hitting. I never miss one. How many people had power throughout the storm? Just three or four of us. I'm in a very unique position. I'm on the same street with Hadley. One person had power all week and that was me. The boss didn't have power and I did.

Mr. Rose: When I'm on the RTM for 18 years, I'll have power, too.

Mr. Meyer:

Westport Community Theater. Starting in two weeks, "Moonlight and Magnolias". A comedy. I offer anyone complimentary tickets. The play begins on the 16<sup>th</sup> for three weeks. See me afterwards. If you see one play, you'll keep coming back.

Matthew Mandell, district 1:

I'm here to talk about the Slice of Saugatuck Festival that is coming up a week on Saturday, Sept. 17 from noon to three in Saugatuck Center. What will be occurring is three dozen of Saugatuck's finest restaurants, shops and galleries will be opening their doors and inviting the community to come and sample their offerings. Walk the streets of Saugatuck Center and taste your way from restaurant to restaurant to wine shop to retail merchant and back. You can kayak; learn to fly fish; exercise; tour the fire house; see a tai kwon do demonstration and more. We are emphasizing what Westport has. We have Saugatuck. It is a growing and wonderful community. I urge everybody to come down. There is a map of the area. You can see where all the merchants are and you can walk "the slice" yourself. I bet you'll be full before you get to the end. Come on out Saturday, Sept. 17, noon to three at Saugatuck Center. If you want lawn signs, come and ask me. If you want to put up a sign, please do. I have lawn signs here. All of you watching on TV, come on out to the festival.

Mr. Rose:

Dr. Ashman was going to make an announcement but he couldn't make it. He wanted you to know that the first jazz concert is at the Westport Arts Center on Sept. 22 at 7 o'clock. Arthur would urge you to attend.

Bob Galan, district 3:

I would like to announce that the Westport Cinema Initiative will be showing Animal House at Toquet Hall on Sept. 17 at 8 p.m. and the after party will be at Bobby Q's.

Cathy Talmadge, district 6:

I think, probably, most of you are aware of the transition that happened at Wakeman Town Farm. I just wanted to make sure you have all gotten invitations with the hurricane, for the fundraiser we are having on Sept. 10 from five to seven at Elizabeth Beller's house. She is part of the transition team. It is at 4 West Ambler Road in Westport. If anyone has any questions or would like further information, contact me and I'll be glad to answer your questions.

Jeff Wieser, district 4

As you all know, Homes with Hope is Westport's response to homelessness housing about 60 people every night right in Westport in their beds and their programs. On Sept. 24, Saturday, Martin Short will be coming to the Westport Playhouse for a fundraiser. We hope all of you can come. It should be a fun night.

Mr. Rose:

Mr. Joseloff, our First Selectman, wanted to give us an update on the storm situation which may be amended after this evening.

First Selectman Gordon Joseloff:

Driving in tonight, it was eerily similar to 2:30 a.m. Sunday morning when I left my house for the firehouse. Let's hope the damage from this little rain storm is not as great. Actually, we were well prepared as a community. Many residents were well prepared and some others were not prepared, in spite of some admonitions from me. It was a storm that certainly matched the 1992 nor'easter in December and it was not as severe as March 2010 storm where we had the unfortunate loss of a woman's life on Park Lane when a tree fell on her car. I say that because one measure is amount of utility poles that CL&P has to install. I think it was about 25 this time. In the March 2010 storm, it was over 100 poles. That's an indication. At the height, 77 percent of the CL&P customers were without power. That's approximately 9,600 plus customers without power. We got them all back yesterday and lost a few this morning as the utility warned us that some would go in and out as they made permanent some of the temporary fixes they installed over the weekend. There is a quick thought to blame CL&P. I think CL&P did a admirable job, simply because I think Westport did better than some other communities. I'm not sure why and I'm not going to ask. I think we had more resources and faster response than some others. That simply could be geography that we are closer to the coast. There was staging of out of state utility crews on Sherwood Island so we had the crews here. We had very good communication with CL&P. I think that comes from having been through previous storms and learning from those storms and the relationship with CL&P and individual members of the utility hierarchy and even some of the linesmen. When we had to shut off power and Chief Kingsbury asked to have power cut off to downtown Westport as waters were rising and I was there with him, we got a very quick response from CL&P. We did it. I'll let the chief explain his reasoning behind it. The choice was to let the water rise and touch electrical wires and electrical boxes and had the potential of setting off a fire. That's something we didn't want to do. We were very quick in getting basements dried out and getting the basements pumped out and got CL&P to restore power to downtown 2 a.m. Monday morning. The emergency operation center opened mid-day Saturday

officially, although it was opened before that, and it is still open as of this hour. We did not want to close it with the potential of flooding. We still had some power outages. There was a tree that came down late this afternoon on a garage and house on Baker Avenue. The ground is still very soft. This rain is not going to help. It doesn't have to be a tropical storm for danger to occur and trees to fall. That is something we will have to live with in the future. I hope Westporters did learn a lesson from this. Those of you who were prepared had the batteries, flashlights, the radios and had some bottled water, etc. There was a run, of course, on a lot of those commodities before the storm. People were surprised when I said it could be days or a week or weeks before we got power back. People said, 'Oh, no. It couldn't possibly be.' It was eight days for Westport. We were lucky. Next time it could be weeks depending on the amount of damage. That's why it behooves all of us to take heed and take care of ourselves and store the commodities and those who can afford generators, certainly to look into them. The prices have come down. They have become a lot less noisy and more effective. That's something to look at. As far as damage suffered, we had damage to the seawalls along Burying Hill Beach, Compo Beach, Longshore. We had some road outage on Soundview Drive. It was part of the seawall where it collapsed and there was pavement uplifting on Hillspoint Road right on Slates Corner. There were a lot of private homes that were flooded in the usual flood-prone areas on Compo Beach and Saugatuck Shores. There's a Presidential declaration of disaster, as you know. Westport is eligible as a community and as individuals for disaster assistance. Chief Kingsbury is the Emergency Management Director, perhaps, he'll go into a quick 'how that works'. We are going to have FEMA representatives here and there will be an opportunity for individual homeowners to file damage assessments with FEMA. All in all, we did very well. I'm sorry for the prolonged outage. We began review this morning at the firehouse. We always learn from what we did and I think that's why we did better this time and we'll do better next time. With that, I'll turn it over to Chief Kingsbury.

Chief Andy Kingsbury:

I do appreciate everyone that did heed the evacuation warnings. I think everyone cooperated very well. I do have to apologize. Although, we felt we did a good job with CL&P getting the power back on as quickly as we could, probably one for the people in this room was one of the last ones getting it turned back on. We felt we had a leg up on some of the other communities. We had between 15 to 17 line crews in town and around 10 tree crews at all times. That's pretty good considering the extent of the damage. It wasn't just the eastern seaboard. It was international because it went up into Canada. We were very fortunate for that. We were lucky because we learned from 2010. We had paperwork in place in the fire trucks as we went out to the damaged homes if you had a tree on your house or significant flooding. We actually documented damage on the scene. By Tuesday morning, I had all the paperwork up to Hartford to FEMA. We had teams in early to assess the damage and we reached the threshold very early on. I think we were the second community in Fairfield County to have FEMA in here. How that works is that we will most likely be reimbursed for 75 percent of our expenses and that will be significant. Last March, it was \$400,000. Individual assistance for the homeowners, it's kind of hard to explain how it works. It's uninsured losses. Unfortunately, I don't think a lot of people in the community will

be able to take advantage of these low interest loans. To register for FEMA assistance, we have the phone numbers on the town website, you can go to [disasterassistance.gov](http://disasterassistance.gov). You can register online. Certainly, if you have any questions, you can call the firehouse. We will certainly help you get through that paperwork.

Diane Cady, district 1:

A number of us are very concerned about the stone wall between Compo Beach Road and the beach itself being undermined and the road beginning to cave with the present storm. We are concerned what repair plans are.

Mr. Kingsbury:

We are also concerned. We did tour that with Stuart McCarthy from Parks and Rec. I don't want to speak for Steve Edwards from Public Works. There was some discussion about doing some temporary repairs because there is a lot of sand missing. If we do get another storm, it probably will affect that. We are aware of that. There was some talk of me putting some Coffey Dams down and some fill in there.

Ms. Cady:

Does DEP approval come first? Is that required?

Mr. Joseloff:

Actually, DEP Commissioner called me to offer his assistance. We are certainly working very closely with them. They are making themselves available. You're right. Anything to do with shorefront involves the Department of Environmental Protection and maybe Army Corps of Engineers. There's even plans to strengthen the wall in some way. As part of the declaration, FEMA did say that they might participate in mitigation efforts. What that means is we contribute money to prevent such occurrences and limit damage in the future. To be determined. We are certainly aware of that. If you have been a long-term resident of Compo, we haven't seen that kind of damage in many, many years. I was there in the 1960's and saw many storms and we didn't see that kind of damage. We are certainly aware of the seriousness of it. I should have done it at the top. I want to thank the town employees and residents, particularly the town employees who worked many long hours, the firefighters, EMS. I neglected to mention that we opened a shelter at Long Lots. There were 71 people who spent the night Sunday night. We had trained and practiced. Usually, when we do a shelter, the people in Westport go anywhere but a shelter. This time they came. We were prepared. The people who went there, we had chocolate chip cookies and grilled cheese sandwiches and tomato soup and it worked very well. I think they were all happy to be in a small community where they were with friends and friendly people. As required by law, we had a separate animal shelter and I think we housed eight or 10 pets that came with the people. It was an operation that worked very well. I am very proud and very grateful to the volunteers and the Red Cross, CERT team members, municipal health district plus our town employees. We did very well and we are going to be even better next time.

**The secretary read Item #1 of the call - To amend the Code of Ordinances of the Town of Westport by adding the property and building(s) located at 93 Cross Highway as a historic property.**

Mr. Henkels was not present. This item will be addressed at the next meeting.

**The secretary read Item #2 of the call – To approve the bargaining agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 to June 30, 2013 and to appropriate the sum of \$508,600 to the 2011-2012 fiscal year budget. By show of hands, the motion passes unanimously.**

### **Presentation**

Mr. Joseloff:

I'll start out and I'm going to ask John Kondub to come up and give some of the financial details and Jeff Mogan from the Town Attorney's office will be glad to answer some questions. A number of people have asked how this contract compares to neighboring communities and, certainly, about the process. What happens if the RTM rejects this tonight? Does it go back to arbitration? As you recall, last November, a contract was brought before this body. There was a lot of debate and by a vote of 22-11, the contract was rejected. There were a number of reasons for the rejection but a lot of people expressed concern about our escalating pension costs and health care costs but particularly pension costs. There was a desire to see if we could get the firefighters into a defined contribution plan. A defined contribution plan is a plan under which we know how much we are putting in as opposed to a defined benefit plan where certain benefits are given to employees after retirement and the costs can escalate depending on the costs of those benefits. During the arbitration process, it went on for several months. It's costly. We had to pay a percentage of the neutral arbitration and the management arbitrator and our labor fees and after a couple of months, I looked at that. There was a development during the arbitration process. We had pushed to get some change in the provision for the pension plan that is to move new firefighters to a defined contribution plan. The arbitrators considered that and said that this is covered by the existing pension agreement that runs out in 2016. We are, in effect, locked out from changing that. Once they ruled on that, I looked at the cost difference between what we would have been obligated to pay or would have paid if the contract had been signed right away and where we were. One of the provisions is an increase of the medical costs paid by the firefighters. That would have been effective with the signing of the agreement had the agreement been signed on time. That did not happen. When the contract is signed and I hope you approve it, we will get the increased payments from the firefighters but they will not be retroactive. They will begin effective with the date of the signing of the agreement. We will have had to forego two years of increased medical payments. I went to the firefighters and we talked about that and we talked about the pension lock out. We came up with a new agreement. The firefighters have agreed to lower general wage increases. In a separate agreement that is not part of this, despite what the RTM does, we've agreed to pay step increases in the first three years and freeze them in the fourth year. The fourth year is the most costly for the step increases. John will give you

the cost. As I was signing approval of checks and payments to the arbitrators and with legal bills coming in, it became very clear, as it did to the Town Council in New Canaan, which was in a similar situation, that the cost of prolonging the arbitration process, and don't forget, we would be at the mercy of the arbitrators. We wouldn't know what agreement we would come up with. We wouldn't know what agreement we would come up with. We wouldn't know if it would be favorable to us or favorable to the union. Part of the arbitration process is you have to explain your ability to pay. While we are pleading poverty on one hand, we were still saying we are a AAA community unless Moody's goes through its threat to downgrade us. Westport is in a tough position. It is a wealthy community. We value our firefighters and all our employees very highly. What we found out, thanks to Lois Schine, we did do a reality check. Jeff Mogan will tell you a bit about that. We are pretty good in comparison to other communities paying municipal employees particularly firefighter agreements. We are not extreme in that respect. I'll stop here and let John explain the cost out followed by Jeff explaining some of the comparisons.

John Kondub, Finance Department/Personnel Department:

Where do I start? The last time we had a proposal here to settle this contract with the firefighters union, we projected the four year additional cost of \$822,415. The current proposal as presented before you, we are talking about a cost for four years of \$763,024. That does not include, as Gordon says, the amount we would be saving from the expensive arbitration process. Some people might remember we ended up over-expending the labor negotiation line. We had to get a transfer \$50,000 in the town attorney's budget. Fortunately, they had a quiet year litigation-wise so we were able to afford that. That being what it is, the contract differs from the last proposal. For four years, the GWI, "guaranteed wage increase", it is zero in the first year which is 09/10, 2.25 for 10/11, 2.50 for 11/12 and 2.50 for 12/13. There is an agreement put forward. There is step movement provided for in the first three years of the contract and another highlight of this proposed settlement is an increase in the amount that employees will contribute to the health care plan. Currently, they are still paying five percent. If this gets approved, the first month after ratification, this amount will increase to 10 percent. There would be some significant savings generated to our health insurance budget. There was a question asked about the effect of having no step increase in the fourth year. When you are talking about the wage comparisons over a four year period, the first proposal back in November 2010, was \$607,000. This new proposal is \$546,000. That's got to do with, as Gordon said, the delay of the step in the fourth year because it's a far more significant jump from step three to step four and step four to step five on the firefighters' scale and the GWI increases. I'll let you folks read the report. That's basically all I have to say, Mr. Moderator.

Jeff Mogan, Labor Attorney, Berchem Moses and Devlin:

Attorney Floyd Dugas, who was primarily responsible for the negotiation and arbitration, cannot be here tonight but I was involved and I'm here to fill in. I think most of this was covered but I do have some notes and will address anticipated questions about the settlement and how it compares with other communities and the process itself. First off, the union has ratified the agreement. We are obviously here for RTM approval. The interest arbitration process has been held

in abeyance. We had months of arbitration and we are now at the point in the process prior to it being held in abeyance where we were going to draft briefs and it would be in the hands of the arbitrators. This opportunity came up and here we are. If it is rejected, the abeyance would be withdrawn. We would enter back into the process. It would require the filing of briefs which would be about four to eight weeks in time; after that, it would be four to eight weeks for the arbitrators to make their decisions, just to have some concept of the time frame. As to how this compares, in the packet, I would direct your attention to the last six to eight pages following the revised contract which ends on number 42 in the packet. There is a memo from myself to Mr. Dugas which goes through this in greater detail. I won't read this verbatim but just some highlights of the concept of where this stands in comparison with other negotiated settlements and interest arbitration awards. The first consideration, as the First Selectman noted, is based on the state's determination of the town's ability to pay. Westport is fourth in the entire state meaning, at least theoretically, we should achieve some of the least favorable settlements because we have the highest ability to pay. As you can see in the memo and the accompanying data, the settlement terms are well above average and fairly favorable. Just a few notes, comparing all fire bargaining units across the state, the average four year general wage increase came to 8.70 percent. The settlement here is 7.25 percent over those four years, just under a percent and a half better than average. Arbitration awards: very unpredictable. There have been only three fire interest arbitration awards since 2008. Those general wage increases averaged 7.13, just slightly better than the 7.25 here but you have to take into account that that process went all the way through the briefs, the decision, that you may or may not have happen here. You also have to factor in other terms that the arbitrators may have decided for the bargaining unit. Considering all bargaining units, not just fire units, the four year wage average is 9.25 percent from FY 2010 to FY 2013. Again, here, it's 7.25. The other primary portion of the settlement is the employee premium cost share and their PPO health insurance. Previously, as I'm sure most people are aware, the firefighters here, in 2009, contributed five percent towards their cost share which was significantly below the 10 percent average employee contributions in fire departments across the state. This contract will take the employees up to 13 percent starting January 1, 2013. So while there other communities that are already at 13 percent and will see an increase to 14 or 15 or 16 percent, this contract achieves a significant step forward going from five percent all the way to 13 percent and is significantly above average as far as a four year cost increase. So, whereas, others are achieving one percent per year, we are getting an eight percent employee cost increase over four years. The two towns that are most comparable are New Canaan and Greenwich and I don't need to go through those specifically but you will see in the packet, Westport compares very favorably to those, as well. The data supports for that and you can see it in more detail at your leisure. There are also two pages towards the end that have a summary of the most important settlement terms. The general wage increase is mentioned, the health insurance is mentioned. There are also a few material language changes that you might want to look at. I will also note, the final one, 4H, the union did agree to participate in the pension review committee meaning that, while we were unable to change the pension plan itself, due to the arbitrator's ruling, there is a committee in place that was agreed to to study pension costs. Aside from that, I'll answer any questions.



## Committees report

Finance, Public Protection and Employee Compensation, Jeff Wieser, district 4: We met on Tuesday, Aug. 24 to discuss this issue. This is a joint committee report of the Finance, Public Protection and Employee Compensation Committees. I won't go through all who were there. It's in the report and Gordon Joseloff and John Kondub were there.

Gordon Joseloff updated the committee members on the negotiations with the Fire Union. He pointed out that when we turned down the request last December, we had calculated an additional cost to the proposed contract of approximately \$822,415. Following the arbitration of the last nine months, that number has dropped marginally to \$784,290. (Since this meeting, this figure has been revised lower to \$763,024, per the Finance Department as Mr. Kondub reported.) Mr. Joseloff pointed out that the legal bills and the arbitrator bills will account for a great part, if not all, of that expected savings of nearly \$60,000. He explained that our overall savings will be greater, but the delay in finalizing the contract, which officially began on 7/1/2009, will also delay the reduction in health benefits negotiated as part of the settlement as has been described. As a result, it is in our favor to agree to this new package as soon as possible and capturing those health care costs.

The RTM will be asked for an appropriations amount of \$508,600 in order to fund the settlement. That number was refined but I included it in the report. This amount is accounted for as follows:

Salaries	279,487
Overtime	164,912
Pension Funding	56,736
Medicare Tax	7,465
Total	\$508,600

Mr. Joseloff also explained that a big reason the negotiations took so long is that the first meetings contemplated the arbitration of the "lockout" provision of the defined benefit plan. It had been the RTM's desire to arbitrate that plan if at all possible, but the arbitrators deemed that since the defined benefit plan is firmly in the contract which runs until 2016, that is not a stipulation open to arbitration. As such the parties reverted to the financial details of the agreement. The town's position has improved a bit on the financial side. The original increases were to be:

	FY2010	FY2011	FY2012	FY2013
Original	0.00%	3.25%	2.75%	2.75%

These initial salary increases have been reduced to the following:

Revised	0.00%	2.25%	2.50%	2.50%
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Initially it was contemplated that there would not be a step increase during the second year of the contract. Because of the ongoing negotiations, there have been step increase in each of the first three years of the contract, but with this new agreement, there will be none in the fourth year of this proposed settled contract. The three committees voted on the revised contract. For Finance and

Employee Compensation there was a quorum. Public Protection did not have a quorum but each vote was unanimous in favor of ratifying this contract.

Mr. Galan read the resolution and it was seconded by Mr. Rubin.

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and Local 1081, International Association of Firefighters, AFL-CIO, for the period July 1, 2009 through June 30, 2013 is hereby ratified and the sum of \$508,600 to the 2011-2012 fiscal year budget is hereby appropriated.

Mr. Rose:

It has been moved and seconded by Mr. Rubin to approve the previous resolution.

### **Members of the RTM**

Allen Bomes, district 7:

It's a shame that we're meeting tonight when the Board of Finance will be discussing OPEB tomorrow night. I think we expect with the size of the numbers of town employees who weren't covered by OPEB having increased 50 percent over what we thought in the last budget and with the unrealistically low inflation factor, I suspect that going forward in the next several years, the OPEB contribution is definitely going to be significantly higher than what we expensed last year. While on the surface, this contract is reasonable, just taking all the costs combined, step salary, the medical pension costs, there is an annual increase here, annualized, of approximately 2.53 over the four years. Again, it's reasonable and, truthfully, it's hard to say it's a reasonable contract but when we talk about other contracts coming down the road, I think it is going to put undue pressure on the entire town budget. For the last three years we have been suffering through excruciatingly tense budget negotiations mainly brought on by the pension costs and now there will be OPEB costs added to it. While, again, this seems to be a reasonable contract, I think we are going to be suffering down the road when we stand here talking about budgets for the next few years. I'm not sure what to do about it.

Wendy Batteau, district 8:

I have a couple of questions. Were there material changes to the contract other than ones that you went over that had to do with salaries, medical and pension. In other words, were the rest just boiler plate?

Mr. Mogan:

It depends how you define material but, no, nothing significant. There are some material language changes. There are actual changes but, aside from health insurance and wages, there is nothing that is particularly significant. They are noted in the packet on the summary of revised settlement, #4 a-h.

Ms. Batteau:

Whose criterion is 'what community pays what it's able to pay'? Is it the arbitration committee's criteria that the more wealthy communities, essentially, have to pay more?

Mr. Mogan:

The statute that guides the arbitration process defines the considerations that arbitrators must take into account when making these determinations. The state ranks various communities based on various formulas. The two big rankings are called "dirgs". All the communities are put into groups, dirg A, dirg B, dirg C of similar communities. The other is anglic rankings which take into consideration the grand list and other financial components. It ranks the towns, one through 166 or whatever it's up to. Westport's anglic ranking is fourth highest in the state. Its ability to pay is the primary consideration in an arbitrator determining where to decide on a particular issue.

Ms. Batteau:

Thank you. That's kind of shocking. It's different from what's going on in the whole country, right now. Second of all, it reminds me a little bit of the bad old days when women were told, 'You don't need any money so, we're not going to give you any.' It's sort of the inverse of that. I noticed that three-quarters of the firefighters in the state are volunteers which means three-quarters of the firefighters are, I assume, not paid which strikes me as inappropriate. I agree with Allen. I think this is a fair contract. I think that ability to pay should be almost irrelevant but the firefighters provide one of the most difficult and important functions in our town and they deserve to be paid. For full disclosure, I am also a member of an AFL-CIO union but I don't think it's affecting me. I'm going to support this. I think this is a fair contract. In general, we seem to be between a rock and a hard place. We can't renegotiate contracts because we're afraid unions or other groups will sue us and we'll have to pay money and we can't really go to arbitration because we're afraid we'll have to pay too much. How are we ever going to make the changes that our town needs? As Allen said, we really have to have a committee or members of the town try and decide this. It is not at all on the basis of this contract. We're never going to get anywhere if we keep going the way we are going.

Mr. Mandell:

Since this is dealing with the Fire Department, I was neglectful when I was talking about the Slice of Saugatuck. The Fire Department is participating with Slice of Saugatuck Festival. You can tour the fire house.

Mr. Rose: Mr. Mandell, could you get back to the matter at hand.

Mr. Mandell:

We were just saying how wonderful the Fire Department is. Anyway, come on down to the festival. I voted to reject the contract last time and I'm pleased that I did and I'm pleased that the rest of the RTM did vote it down. I think the result was positive. I think the residents of this community can thank the RTM for doing it. First of all, this contract is a better contract in favor of the community and, second, in future negotiations, I believe we will be more aggressive or hopefully so and that the unions we are working with will know that this is a business that we're working with. This is a community that only has so much money at certain times and we can only pay so much at a certain point. Our rejecting of this prior contract, moving forward, will be beneficial to the town. I'm pleased that we did it and I thank the Fire Department for coming back with a contract that we find palatable.

**By show of hands, the motion passes unanimously.**

Mr. Rose:

The meeting date for October is October 4. Whatever you do, don't forget to go to a Slice of Saugatuck. The meeting is adjourned...

Mr. Rose:

We're back in session. Please sit down. The representative from the HDC is here. Let's take care of this so we don't have to do it next month.

**The secretary reread Item #1 of the call - To amend the Code of Ordinances of the Town of Westport by adding the property and building(s) located at 93 Cross Highway as a historic property. By show of hands, the motion passes unanimously. Abstaining: Underhill and Guthman.**

### **Presentation**

Frances Henkels, Historic District Commission Chairman:

I didn't know there was to be a presentation.

Mr. Rose:

There is no presentation. There is no committee report because there was no quorum. It was reviewed by the committee chair and she said that it was ready for review by the RTM.

### **Members of the Westport electorate**

Edward Gerber, 93 Cross Highway:

Perhaps I am doing this a little bit in advance but I would very much like to thank the members of the Historic District Commission, specifically Randy Henkels, Maggie Feczko, Bob Weingartner and, of course, Carol Leahy, who is the hardworking staff administrator of the HDC for all the hard work in preparing this wonderful document about my house. I hope that you will vote to accept it as a landmark of Westport.

Mr. Galan read the resolution and it was seconded.

RESOLVED: That upon the recommendation of the Historic District Commission, Chapter 38-24 of the Code of Ordinances of the Town of Westport is amended by adding the property and building(s) located at 93 Cross Highway as a historic property. (Second reading. Full text as follows.)

## **ARTICLE II: SPECIFIC HISTORIC DISTRICTS AND LANDMARKS**

### **38-24 Historic landmark properties**

(16) The property and buildings at 93 Cross Highway, to be known as the Sturges-Wright House, situated in the Town of Westport, County of Fairfield and State of Connecticut being shown and designated as Parcel B-1 on a certain map entitled "Resubdivision Map Prepared for Constance Boylan, Westport, Connecticut" dated January 23, 1995, revised through January 5,

1998, prepared by RKW Land Surveying, which map is on file in the Westport Town Clerk's office as Map No. 9234.

Mr. Rose:

It has been moved and seconded by Mr. Rubin to approve the resolution just read.

**Members of the RTM – no comment**

**By show of hands, the motion passes unanimously. Abstaining: Underhill and Guthman.**

The meeting adjourned 9:01 p.m.

Respectfully submitted,  
Patricia H. Strauss  
Town Clerk

A handwritten signature in cursive script that reads "Jacquelyn Fuchs".

by Jacquelyn Fuchs  
Secretary

**ATTENDANCE: September 6, 2011**

<b>DIST.</b>	<b>NAME</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>NOTIFIED MODERATOR</b>	<b>LATE/ LEFT EARLY</b>
1	Diane Cady	X			
	Matthew Mandell	X			
	Elizabeth Milwe		X	X	
	Judith Starr		X	X	
2	Linda Bruce		X	X	
	Michael Guthman	X			
	Jay Keenan	X			
	Sean Timmins	X			
3	Amy Ancel		X	X	
	Robert Galan	X			
	Bill Meyer	X			
	Hadley Rose	X			
4	Jonathan Cunitz, DBA	X			
	Gene Seidman		X	X	
	George Underhill	X			
	Jeffrey Wieser	X			
5	Barbara Levy	X			
	Richard Lowenstein	X			
	Paul Rossi		X	X	
	John Suggs		X	X	
6	Joyce Colburn		X		
	Paul Lebowitz		X	X	
	Catherine Talmadge	X			
	Christopher Urist		X	X	
7	Arthur Ashman, D.D.S.		X	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	X	
	Kevin Green, Ph. D.	X			
	Velma Heller, Ed. D.		X	X	
	John McCarthy		X	X	
<b>Total</b>		<b>22</b>	<b>14</b>		

**ATTENDANCE Summary October 19, 2010 - September 9, 2011**

DIST.	NAME	Total Meetings	Present	Absent
1	Diane Cady	12	12	0
	Matthew Mandell	12	12	0
	Elizabeth Milwe	12	9	3
	Judith Starr	12	11	1
2	Linda Bruce	12	10	2
	Michael Guthman	12	8	4
	Jay Keenan	12	9	3
	Sean Timmins	12	10	2
3	Amy Ancel	12	8	4
	Robert Galan	12	10	2
	Bill Meyer	12	11	1
	Hadley Rose	12	11	1
4	Jonathan Cunitz, DBA	12	10	2
	Gene Seidman	12	10	2
	George Underhill	12	9	3
	Jeffrey Wieser	12	12	0
5	Barbara Levy	12	11	1
	Richard Lowenstein	12	8	3/1 recusal
	Paul Rossi	12	7	5
	John Suggs	12	9	3
6	Joyce Colburn	12	10	2
	Paul Lebowitz	8	6	2
	Catherine Talmadge	12	12	0
	Christopher Urist	12	11	1
7	Arthur Ashman, D.D.S.	12	11	1
	Allen Bomes	12	12	0
	Jack Klinge	12	12	0
	Stephen Rubin	12	12	0
8	Wendy Batteau	12	12	0
	Heather Cherry	9	7	2
	Michael Rea	12	12	0
	Lois Schine	12	11	1
9	Eileen Flug	12	11	1
	Kevin Green, Ph. D.	12	10	2
	Velma Heller, Ed. D.	12	11	1
	John McCarthy	12	11	1