

RTM Meeting
July 30, 2013

The call

1. To take such action as the meeting may determine, contingent upon the approval of the final study report by the Historic District Commission and upon the approval of the First Selectman acting on behalf of the Town of Westport as the property owner at the August 13, 2013 Public Hearing of the Historic District Commission, to amend Chapter 38-42 of the Code of Ordinances of the Town of Westport by adding the property and structures located at the circle set in the intersection of the right of ways of Compo Road South and Compo Beach Road to be called the Minute Man Monument. (First reading. Full text available in the Town Clerk's office.)
2. To take such action as the meeting may determine to ratify and approve a collective bargaining agreement between the Town of Westport and Police Local 2080, Council 15, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for the period July 1, 2012 to June 30, 2016.
3. To take such action as the meeting may determine, upon the request of at least two RTM members, to adopt an anti-blight ordinance. (First reading. Full text available in the Town Clerk's office.)
4. To take such action as the meeting may determine to amend the Representative Town Meeting Rules of Procedure, Article VI, Section A162-20 (Conflicts of Interest) by adding the following sentence: "Potential ethics concerns may be discussed with the Moderator, Deputy Moderator, Town Attorney or Assistant Town Attorney".

Minutes

Moderator Eileen Flug:

We welcome those who are joining us tonight in the Town Hall auditorium, as well as those watching us streaming live on westportct.gov, and those watching on Cable Channel 79 or AT&T channel 99. My name is Eileen Lavigne Flug and I am the RTM Moderator. Our Secretary, Jackie Fuchs, is not here this evening, so we'll need to get through without her, and she'll prepare our minutes from the tape.

Invocation, Jo Fuchs Luscombe:

Good evening Madame Moderator and good evening ladies and gentlemen. Thank you for inviting me this evening. I am honored. I know many of you and have known some of you for a long time but I see many new faces, as well, and that is a good thing. Before I give my inspirational talk which I have borrowed actually, I would like to thank you for what you do. I don't know if enough people thank you. Just know that there are those of us out there who recognize the time that you give, the effort that you put into everything and how much you care for our Town. That is a good thing. So, thank you very much. Now I think the sheet has been passed around. I would like to have you join me, if you

would like to do so. If you don't, that is perfectly fine. If you would like to stand, that would be very nice but if you would like to sit, that's good too.

Keep us, oh God, from pettiness.

Let us be large in thought in word and deed.

Let us be done with fault finding and leave off self seeking.

May we put away all pretenses and meet each other face to face without self pity and without prejudice.

May we never be hasty in judgment and always generous.

Let us take time for all things.

Make us to grow calm, serene, gentle.

Teach us to put into action our better impulses, straight forward and unafraid.

Grant that we may realize it is the little things that create differences

That in the big things of life, we are as one.

May we strive to touch and to know the great common human heart of us all.

And oh, Lord God, let us not forget to be kind.

Attendance: There were 25 members present. Ms. Cady, Mr. Keenan, Mr. Floyd, Mr. Lowenstein, Mr. Rossi, Ms Talmadge, Dr. Ashman, Mr. Klinge, Ms. Schine and Mr. Nathan notified the Moderator that they would be absent. Ms. Batteau was also absent. Mr. McCarthy notified the Moderator that he would be late and Mr. Timmins was also late.

Announcements

There were no corrections to the July 2 meeting minutes.

The next RTM meeting will be Sept. 3.

Steve Daniels and Marty Hauhuth, Co-chairs, Baron's South Committee:

Ms. Hauhuth:

We are now beginning our third fiscal year of deliberations and we are very grateful that so many of you have come along with us through these last months as we have made careful decisions on behalf of the Town of Westport and its present and future seniors. I particularly want to thank Matthew Mandell and Jonathan Cunitz for agreeing to become part of the committee, non-voting participants, over the last months as we have gone out to rebid and made our decision about our proposal to the community. They have been very helpful, very committed, very loyal and have attended almost all of our meetings at the table, which is great. Thank you for the very positive reception that you gave us the last time we were here. We really appreciated it and have appreciated many of you who supported us. When we went to the Board of Finance last year, as I'm sure many of you remember, they were less than enthusiastic about our first proposal. They asked us to push the reset button, to go back out to bid and to come in with proposals to provide more revenue for the Town which we did. I have to say, even though it was very frustrating after all our months of work to be told to do that, we have ended up with an excellent proposal; different, in many ways, better and we're very proud of it. We went out to bid. We received three very good bids from three responsible and competent developers. We met with them all as a committee. We spent many

meetings reviewing each proposal and, once again, I say very enthusiastically, the committee chose to go with Jonathan Rose now joined by Watermark, which as most of you probably know, if this is successful, is the group that will manage the facility. They are also the people who run 3030 Park which is very close to us here in Bridgeport. The last thing that I want to say, because Steve is going to give you some of the particulars and we have some materials we've distributed, is that Aug. 1, Aug. 6 and Aug. 7, we are providing tours for the Watermark facility in Southbury. I really hope you find the time to go. First of all, it's a very pleasant trip. This facility is similar physically to what we propose and for many of us on the committee, I can only speak for myself, everything fell into place when I saw that. It was very clear that we were at home and we found the place that will serve our community for years to come.

Steve Daniels:

I'm just going to run down an outline of what we've decided. I'm going to do a comparison because many of you might remember our initial proposal. We will have a meeting on Sept. 11 that we are inviting all the RTM members as well as Jonathan Rose and David Freshwater, who are the developers and the operators of the property for in depth analysis for your consideration. What has really changed is when the Board of Finance sent us back with a reset and widened the parameters, it simply meant that a host of other people who were limited to not bidding on the first round were able to come in and make suggestions. We took all those suggestions and this is the product we ended up with. What is different is our original proposal had 99 units; our current proposal has 130. Our original proposal had 59 affordable with ranges within that affordable spectrum that looked at 830g compliance, moderate and other levels. This proposal has 39 830g units and 15 moderate rate units but it also includes two villas for memory care. Those two villas each have 19 beds which is made up of 16 single rooms and two doubles and is the nexus of almost everything that we do. The reason that we got there is that when we went back and began to consider what we had proposed initially, it dawned on us that once a person has a memory care issue or a critical illness issue, they immediately have to depart the community that we set aside. We knew that there are issues with a skilled nursing facility and we don't want to get into that nightmare but we certainly can take care of those people who simply have a memory issue and keep them as close to their wives and the community that they care about. So, that we have added to this as a spectrum. So, there are 38 beds in total that will be there in two villas. But it also provides something else. We talked about a kitchen and whether or not we will have one that was fully equipped or not. The minute we talk about memory care, suddenly there are 76 meals a day; could be 114; it means you have a chef. You can now afford to outfit your kitchen and hire the staff to support it. Memory care along with a 40 unit increase in market rate also allows us to begin to add the amenities that make this not only a residence but also a community. What we learned in all our travels over 18 months was the successful communities, the most vibrant, where the people lived the longest, and benefit most from being in environments, were ones where people were about the community, with each other, playing cards, debating, talking, watching movies, walking, doing all kinds of things that are group activities that they could not do if they were sitting in their rooms. So, all of this is something we wanted to add but, initially, we didn't know how. By combining

memory care with increased market rate, we can provide a greater return to the Town. We can incorporate synergies with the Westport Center for Senior Housing. We can allow for people who are not members of the Senior Center or this residence to take part in some of the amenities that will be produced and we clearly have a greater return to the Town. Our proposal has a \$3 million up front payment as opposed to a \$500,000. The pilot has increased from \$250,000 a year to \$400,000. The net present value has increased from \$6.485 million to \$12.381 million with a 6.25 rating and if we go to a four percent rate, it goes from \$11.450 to up to \$20.123, a substantial difference. The rent ranges from \$1084 for an affordable unit and it does go to about \$7,500 for a two bedroom. That's sticker shock for most of us. I suggest to you though that it's kind of interesting if you sit down and figure out what the real cost of staying in your home is all inclusive: the maintenance, the six percent that you are going to spend based on the value of your house, snow plowing, insurances. We had a gentleman do that at our last meeting. He realized when he first started out there was no savings and when he was finished, he saved \$42,000. The amenities include swimming pools, an aqua therapy pool, cyber café, fitness center, Watermark University, a number of other things, most, if not all, will be available not only to the residents of this complex but to members of the Westport Center for Senior Activities and in many instances the senior population at large. We'd love to have the opportunity to go into detail so you can understand this. We think it's an outstanding proposal and we'd like to make sure we can count on your support in the future once you've had the opportunity to educate yourself. I encourage you to take the tours on the first, second, fifth and sixth.

RTM Announcements

Bill Meyers, district 3:

After 60 years, something great happened. The Westport Little League team is going to the state championship. They won 10 straight games. The players are picked from eight different teams. They have won every game by at least six runs. If they win in New England, they will go to Williamsport. At Williamsport, teams come from eight different continents around the world and eight teams from the United States. I just heard on the phone tonight that the girls' 11 year old Little League Team just won the state championship. We have at least four men and women in this room who have played on these teams. The games are on ESPN and the final two games of the New England championship are on NESN. Here's something from the New York Times today had a feature article on James B. Connelly of Westport Connecticut Director of the FBI. The headline in the Hour today says *Westport Girl Knocked out of Camp for Kissing Boy*. The headline in the Connecticut Post is *Westport, Connecticut: Camp Boots Girl, 15, over Kiss*.

Ms. Flug: Do you have an announcement about the book fair?

Mr. Meyer:

Dick Lowenstein, is he here? He did a great job on that. Read these articles about the *Westport Girl Kicked out of Camp for Kissing Boy*. The parents are suing the camp for \$600,000.

Matthew Mandell, district 1:

I wanted to give you updates on two issues I have been bringing forward. First, the historic house on the Terrain property: Just to let you know that the Planning and Zoning Commission agreed to approve Terrain's proposal to preserve the house and add 40 percent more parking. But, in their conversations, they didn't want the house just to be mothballed. They asked Terrain to come back with a modification to a regulation that exists in the Town for residential areas where an accessory historic building can be modified and used. So, now they are going to come back and have that apply to commercial areas so the house doesn't have to be mothballed to have no parking. They will be able to use it and not have a parking requirement to it. They will be able to create an employee lounge or some other ancillary use so the house will be used as well as preserved. So that's a great win for the community. The other issue is the Kemper Gunn House. Last time I was up here, I told you the P&Z hearing for the 8-24 for Aug. 25. Due to P&Z's huge agendas for August, they decided to put it off until Sept. 12 when there will be the 8-24, which is a request for use of Town land, for the Kemper Gunn House to be moved across the street on Elm Street. So, I hope everybody will come out on Sept. 12 and support that. If you want any information on it, go to www.savewestport.com/kempergun.html. It's a long piece but essentially, if you go there, you can read up on it. There is an online petition, if you want to sign that and give your support that way. Hopefully, you will have a good rest of the summer and see you in September.

Dewey Loselle, district 5:

I have two announcements tonight. They are both related to the ongoing effort of the Downtown 2020 Committee to develop a master plan for downtown. Tomorrow night at 7:15 in Town hall, will be the third and final consultant interview of the firms that were selected as finalist by the committee to develop a plan. I invite everybody to come down. I suggest you do. The presentations, so far, have been very interesting and thought provoking. It's always best to hear the answers yourself, rather than read them in the paper, and sometimes it can get misinterpreted, what's been said. There will be opportunity for the public ask questions so please come down and do so. If you can't make it, it will be televised and archived also. The second announcement is also related to the Downtown 2020 Committee, also. There will be an informational presentation to the Board of Finance on the evening of Aug. 7. The purpose is not to ask for funding but to give an update of where they are and provide some information and answer questions from the board and give them their future-going agenda and the justification for funding. I recommend that RTM members pay attention to this because, at some point, we are going to be asked to possibly look at a contract and possibly fund the effort so I hope that everybody could pay attention to the meeting.

The Moderator read item #1 of the call – To amend Chapter 38-42 of the Code of Ordinances of the Town of Westport by adding the property and structures located at the circle set in the intersection of the right of ways of Compo Road South and Compo Beach Road to be called the Minute Man Monument.

This is a first reading. We have a presentation from Randy Henkels of the Historic District Commission but we will not be voting on this tonight. We will be voting on it in September.

Presentation

Francis Henkels, Chairman, Historic District Commission:

I want to start by thanking Matt Mandell for so much of his efforts on behalf of preservation these last few months. I have been working with him; Don Bergmann has been working with him and we all appreciate his efforts.

It goes without saying, the significance of the Minute Man Monument. It is well known to everyone in this room. Last fall, there was an undertaking to replace the fence which had been part of the original monument. We noticed that it was being replaced and had not been notified or asked for our input on it. We investigated the situation and found that the monument, as important as it is, was not designated as a local historic property and not subject to our review. We, along with the Arts Advisory Committee, which has the responsibility for maintaining the artwork in Town including the statuary, did some investigating and decided that this is a condition which probably should be changed. We spoke to the First Selectman who, on behalf of the Town, asked that we undertake a study report which is the first step in designating the property as a local historic property. So, the study report has been generated by a joint group of the Arts Advisory Committee and the HDC. It's been sent back to us by the State Preservation Office which has to review it. We are going to review it in our August meeting so it's coming to you a little in advance of our review but we've reviewed the draft and it's safe to say we are in general agreement that it's been well documented. Another benefit to us, the designation of this monument will afford any future changes to the monument review by the Historic District Commission but it will also be the first step on our behalf of seeking restoration funds from the state. This is mandated by the state for us to be eligible for restoration funds which we will be seeking for the purposes of restoring the fence and, at this point, the pedestal, the base of the monument. The statue itself is in good condition but there are other elements of it that have deteriorated over time. Those of you, who knew the fence that was there before, know that it suffered a lot of damage from vehicles, snow plows and things. We will be seeking funding to restore that fence and put it back and restore the mounting for the statue itself. There are two reasons why we are seeking local historic designation for this property. The acceptance of the study report is the final step in designating the property, so we hope you accept it and amend the ordinance. If you have any questions, I will take those.

Ms. Flug:

There may be questions at the second reading in September. The RTM Ordinance Committee report will be presented at the second reading. We normally don't have comments at a first reading, but the public is entitled to. Are there any comments from the public? [None]. Are there any comments from the RTM? [None] We will move on.

The Moderator read item #2 of the call - To ratify and approve a collective bargaining agreement between the Town of Westport and Police Local 2080, Council 15, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for the period July 1, 2012 to June 30, 2016

Presentation

Floyd Dugas, Berchem, Moses and Devlin, Labor Counsel to the Town of Westport: I'll first present a summary of the settlement, lay out some of the process questions that I anticipate and I'll turn it over to Mr. Conrad to talk about the cost implications. Briefly, essentially, this is a four year agreement retroactive to July 1, 2012; although, for that first year, there will be no wage increase. It's a zero increase but it's a four year agreement back from July 1, 2012 and continuing through June 30, 2016. The general wage component of the settlement includes a zero percent the first year; a 2.0 percent the second year; a 2.5 percent increase the third year and 2.5 percent increase the fourth year. This is the last of the contracts that did not receive a zero percent increase consistent with the other contracts. This contract was settled with a five year duration so it's only come up last year for reopening. In addition to the wages, the other primary area of concern is health insurance. I think you'll see, we've made some pretty significant strides in the area of health insurance. Specifically, what we've agreed to, putting aside the first year which is basically behind us at this time, we agreed to a high deductible plan with a HSA feature, which is Health Savings Account feature. What's important about that is a couple of things. First of all, it is consistent with some trends, mostly we're seeing out of the education area, particularly teachers' contracts. A lot of them are moving toward HSA's. It's of course a trend that is well settled in the private sector and is catching on in the public sector for non-teachers, as well. I think we are moving the Town with this contract in terms of catching where plans are going in these types of plans. What we agreed to do with the Health Savings Account is to still provide the employees with the existing PPO plan but the way it is structured is the HSA becomes the base plan. There is cost sharing contribution which starts out at nine percent and stays at nine percent next year and then it goes to 10 percent. Then any police officers wanting to remain in the PPO plan have to buy up from the Town's net cost, the cost of the HSA minus the employee's cost share, then they have to buy up for the full cost of the PPO plan. Clearly, as you can see, it sets up a strong incentive for the folks to move over to the HSA plan but also provides a safety net for those who want the comfort of the PPO plan. Another very significant aspect of what we agreed to in the health insurance was that the prescription plan will now be a more traditional private sector type of plan as opposed to what has been referred to as the public sector version of the prescription plan. The most significant components are that there are number one, there are mandatory generics as part of that process so it helps us encourage use of generics and something known as step therapy. That is where with the benefit and assistance of the health care provider, what a doctor prescribes for a particular illness or health condition will be reviewed and if there is something that is more efficacious or isn't quite as strong but can do the job and, therefore, not as expensive, folks are encouraged to use, in most cases, the cheaper drug before going onto the more expensive versions of the drug. Going forward, we think that's going to help significantly in terms of reducing the trend in healthcare costs because prescription

coverage is really one of the biggest growing areas within the healthcare cost framework. There are a number of other changes that are also worth noting. Now in the collective bargaining agreement, as is common in other town agreements and is common in other public sector contracts is, in addition to workmen's compensation, if an employee gets injured, the Town pays the differential between what workers comp pays and the full salary for the employee. Right now, that benefit extends for two years. We have reduced that back to one year. One year is the maximum period of time during which the differential is made up and, also under the agreement, if at that point in time, if the Town felt the individual was not capable of coming back to work, they would move them onto disability retirement. It's not something you want to use. It's not something you use on a regular basis but it's helpful to have it in the contract. A couple of other changes I'll just mention briefly: The contract provides for an arbitration forum for the State Board of Mediation and Arbitration. Without getting on my high horse about the problems with our State Board of Mediation and Arbitration, suffice it to say, there are some problems that we feel exist with that entity as a mechanism for solving grievances. I prefer AAA, American Arbitration Association. In any event, the first two grievances in any year will stay with the existing entity and, if we have a year where there are a lot of grievances, it allows us to refer some of those to AAA and I think that will incur to the Town's advantage. Another provision is we have a provision for military leave in the collective bargaining agreement, not uncommon. Unfortunately, a past practice has developed to use that provision for things other than what it was originally intended; for example, involvement in the state militia including marching band types of activities. So, we have curtailed that practice as part of the settlement we have reached. There are a few other provisions but those are the primary ones. The only other one I would point out because it may get your attention, in the back of the agreement there is a memorandum of understanding regarding a new position of corporal. Essentially, what we did was we took the existing field training officer designation; that's when a senior experienced police officer will ride with a new police officer show them the ropes, evaluate how they handle themselves and so forth. We have taken the exact same money, so it's not an increase, and put that into a corporal position and the theory is, what that will allow us to do is, before someone is considered for a sergeant or a lieutenant's promotion, it gives them some supervisor training which will help their future and help the department's training for supervision. It also gives officers, who otherwise might have to wait a long period of time for a promotional opportunity, something to look forward to, as well. I think those are the highlights. Let me talk very briefly about the process and then turn it over to Mr. Conrad. At this point in time, your roll is to decide whether to approve funding for the contract. If you reject it, it will go to binding arbitration at this point in time. That will cost about \$25,000 which is a best guess based on years of doing this. If you don't act on it, failure to reject or approve it, the contract will automatically go into play. Understand, there needs to be a vote. We are within days of the end of the period. If there's no action, the contract automatically becomes approved and binding. Again, if it's rejected, we'll go to arbitration. At this point in time, I'll take any questions you may have.

Ms. Flug:

We'll actually handle the questions after we read the resolution and it goes back to the RTM.

Gary Conrad, Finance Director:

There is a handout on the stage. We have a revised one after last night's meeting of the RTM Finance Committee. We wanted to give a better review of what the costs are. One of the items that is built into all the contracts is step increases. An employee starts at a lower level and goes up five or six steps before they hit the highest level of pay as you increase in proficiency. So, what we've done is included the step costs in the calculation to give an overall look at what the true costs are. The increases over four year the period, as Floyd mentioned, the costs are zero, two, two and a half, two and a half for a cumulative cost of 7.16 percent for the four year period. In total , the percentage increase that we have for the salaries that also pertain to overtime, shift differential, vacation pay, etc. the base we are currently at is about \$5.7 million. At the end of the four year contract, it will be \$571,000 higher. The cumulative effect of that over a four year period is 9.99 percent or less that 2.25 a year. We then bring in other benefit costs which are FICA and Workers Comp and that brings it up to just shy of \$600,000 and that brings us up to a cumulative cost over the four year period of 9.84 percent, still under 10. The savings that we are going to realize by implementing the HSA account are approximately \$552,000, so you are pretty much almost to the point of wiping out what is perceived to be the salaries over the course of the contract. In addition to that, we have some savings as Floyd mentioned Workers Comp going from two years to one year, We looked at an average over a three year period and the history that we have out there of people being out for periods of time, and we believe that is going to generate a savings of \$120,000 over the time period. In addition to that, the elimination of governor's guard and militia duty brings it out to another \$28,000. In total, the savings that we are going to realize from changes in benefits and policy changes result in savings of almost \$700,000 which offsets the close to \$600,000 in increased costs. Looking at where we are today, on that same horizon without any changes, we would actually realize about \$600,000 cost but because of the changes we have in insurance and workers comp and policy changes, we generate a savings of about \$105,000 over the time period of the contract. Not to be confused, our costs still go up but because of cost savings we are going to realize from the actions taken and negotiated, we will go up from today's budget \$7.3 million to \$7.8 million at the end of the period. That comes down to a cumulative costs over the contract of 7.76 percent which we feel is pretty good in today's climate.

Committee Report

Employee Compensation Committee, Louis Mall:

In attendance were Richard Lowenstein, Chairman, Don Bergmann, Jimmy Izzo, Clarissa Moore and Louis Mall. Absent were Jay Keenan and Gil Nathan. Also in attendance were Gary Conrad, Finance Director, Town of Westport, Floyd Dugas, Attorney representing the Town of Westport and Tom Lasersohn, Board of Finance. The RTM Employee Compensation Committee met on Monday, July 29, 2013 at Town Hall in Room 309 at 7:00 p.m. The purpose of the meeting was to discuss the Police Local #2080, Council #15 AFL-CIO Contract with the Town of Westport. During negotiations,

the Town of Westport was represented by Attorney Floyd Dugas. Police Chief Dale Call, Deputy Police Chief Foti Koskinas, and Gary Conrad, Finance Director. In addition, Helen Garten and Tom Lasersohn from the Board of Finance and Louis Mall from the RTM were observers. Dan Esposito was the chief negotiator for the police bargaining unit. Discussion of the contract settlement focused on two main issues: wages and healthcare benefits. Under wages, members of the Compensation Committee questioned the actual wage cost increase based on the negotiated annual percentage increase and the step increase to reflect a higher actual cost. As far as the healthcare, the implementation of a HSA high deductible plan as the base plan with the option of a buy-up to the traditional PPO plan was a key element of the contract negotiations. Projected cost savings brought by better healthcare consumption was the broader objective. Action taken by the committee: The Compensation Committee voted 5-0-1 for recommending to the RTM to ratify and approve the contract between the Town of Westport and Police Local 2080, Council 15, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for the period July 1, 2012 to June 30, 2016. Don Bergmann abstained. The meeting was adjourned at 8:30 p.m.

Members of the Westport electorate

Helen Garten, 4 River Lane, Vice Chair of the Board of Finance and, as Lou mentioned, I and Tom Lasersohn were the Board of Finance representatives, observers, for these negotiations:

I want to thank the Police Union representatives because it was a very pleasant and very productive negotiation. I think this is a very good contract because it is a fair contract. It's fair to the taxpayer and it's fair to the employees especially our move to the HSA is very important because it enables us to continue to offer excellent and competitive health care services to our employees at a cost savings to the Town and to the employees. It also lets our employees have more control of their own health care expenditures. As you probably know, the rationale of an HSA is that if people have better control they are going to make better decisions. I trust our policemen and women to make better decisions. I think this contract is a good example that we can have benefits reform that works both for our employees and for the Town. So, I certainly hope you ratify this.

Dr. Heller read the resolution and it was seconded by Mr. Rubin.

RESOLVED: That the collective bargaining agreement between the Town of Westport and Police Local 2080, Council 15, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for the period July 1, 2012 to June 30, 2016 is hereby ratified and approved.

Ms. Flug:

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

Members of the RTM

Jeff Wieser, district 4:

Just a couple of quick questions: Just to confirm, there was no talk about the pension plan. We are not allowed to talk about it until this extension expires. Attorney Dugas has

nodded yes. So, I'll take that as a yes. Thank you. I want to confirm that. We look forward to discussing that as we go along. Congratulations to everybody for cooperation on this. It looks really good. Gary Conrad said Finance Committee but it was Employee Compensation so I did not have a chance to ask a question. The elimination of the governor's guard and militia duty, you refer to the band as an example of one way in which it was used, I just want to make sure if one of our policemen happens to go with the National Guard to fight overseas, they are not disadvantaged by this. That is correct? So you are really just talking about intrastate sort of things and they're okay with that.

Mr. Loselle:

A quick question: Is it accurate that the bulk of the cost savings we're project are based on behavioral changes in the health care HSA, changes from the participants.

Mr. Conrad:

That is absolutely correct. All the information that we have received from both insurance companies and insurance consultants, the studies that are out there show that by changing into a self-directed more controlled environment for the employee to have more say in his individual health and family health, it does actually change the cost...everything from a co-pay of \$15 or \$20, that when you are into it, when you get your first prescription, you'll find out that it's not \$30, its actually \$300 or \$400. That changes the attitude of people. They will take a look at it and say 'Maybe I should try the generic.' It also alleviates the problem of people with small children who have a tendency, if they only have a \$10 or \$15 for a co-pay, if they have a sniffle, bring him to the walk in or to the doctor. This changes so the initial cost before you hit your deductible is more expensive, you may wait a day to see if they really are sick or it is something that passes. It changes the way you pay your health insurance. It doesn't change the benefit plan itself. The benefit plan is basically the same as the PPO plan. It's just the initial contact until you hit your deductible.

Mr. Loselle:

I guess the savings are based on actuarial assumptions and experience in other plans elsewhere. With regard to our own plan, is it going to be a process by which we are going to be watching and measuring and reporting back as to are the savings really happening? How will that work?

Mr. Conrad:

Probably the first year, you won't see that big impact of it. The first couple of months is probably a learning experience. I think that with all the meetings that we've had, the police are pretty well read on it. They understand it. You'll have to see a trend of one, two or three years. But we are expecting to produce a savings.

Don Bergman, district 1:

I think Dewey's points are excellent. Whenever we have situations which project savings, it's crucial that we measure those savings and find out if they come into being. I abstained from the Compensation Committee vote. I will be abstaining tonight. I

certainly would not object to this contract. In reading the agreement and understanding the subtleties of it or not understanding the subtleties of it, it's very difficult for me to make an assessment that this is the best contract we might have gotten. I think it may well be but there are a lot of issues that underlie the compensation and the way it's paid and the benefits and so forth. I just don't feel comfortable saying I like this contract. Conversely, I certainly don't feel comfortable saying I would object to this contract. The point that Jeff made about the retiree situation, he referenced the pension; of course, equally important is the retiree benefits, the medical benefits that the police receive and that will have to be addressed in a few years as well. Finally, I'd just like to say that the police, like all of our employees, do a wonderful job. I find all of our employees are almost universally excellent. That doesn't mean that we don't have serious issues as to focusing on compensation and the niceties of contracts and exactly making sure that we maximum within reason the benefits to our taxpayers as well as coming up with fair contracts to all of our fine employees. Having said all that again, I feel that I have to abstain because of the many complications that arise in these contracts and the fact that I really can't completely assess the process and the outcome in a way that gives me comfort to say I want this contract.

Stephen Rubin, district 7:

Not being an attorney, but I have always understood that a contract usually satisfies two parties. I have heard from the Town. I have not heard from Westport's finest. By their silence, I have to assume they agree with this contract. They are happy with it. They think it's fair. They think they can continue to serve Westport in the fine way that they have been thus far. Is there any member of the Westport Police Department that would like to comment on that? Have you satisfied them to the point where they have in fact agreed to all of this? I know they have to have a vote and that was not mentioned.

Mr. Dugas:

Yes. I meant to mention that before. Thank you for reminding me. They have voted. They ratified the contract albeit by a margin of one vote.

Mr. Rubin:

It's ratified by only one vote and the Police Department has nothing else to say about it.

By a show of hands, the motion passes unanimously with one abstention. Mr. Bergmann abstains.

The Moderator read item #3 of the call - To adopt an anti-blight ordinance. (First reading. Full text available in the Town Clerk's office.)

Presentation

Mr. Mall:

Madam Moderator, fellow Representatives and Westporters:

This is the third “first” reading at an attempt to establish an anti-blight ordinance that will “protect, preserve and promote public health, safety and welfare; to maintain and preserve the beauty of neighborhoods; and to allow for control of Blighted Premises.”

Jimmy Izzo (District 3) is co-sponsoring this ordinance with me. Thank you Jimmy.

Before I begin, I would like to once again thank Gail Kelly for her patience and her hard work. Gail has gone above and beyond the call of duty on this ordinance. Thank you Gail. I would also like to thank the Ordinance Committee beginning with our Moderator, Eileen Flug, chair, Don Bergmann, David Floyd, Allen Bomes, Lee Arthurs, and Clarissa Moore. Also, I would like to thank the Planning & Zoning Committee, Matt Mandell, chair, Don Bergmann, Diane Cady, Hope Feller, Jay Keenan, Paul Lebowitz, Gil Nathan, Lois Schine, and Carla Rea. Your due diligence and input is deeply appreciated. There has been one overriding motivation... to do what is best for the residents of Westport. Thank you all for your hard work. This process began February 5, 2013, continued with a new first reading May 6, 2013, and now tonight July 30 with a third attempt. The language has been tightened and concerns addressed as expressed by both committees’ members. We have added provisions to protect property in its natural state and/or designated open space within a nature preserve or land trust. We added a Blight Prevention Board with five members so that a quorum can be convened and can act in a timely manner. Special Consideration has been made for the Elderly, Disabled and Low Income Owners/Occupants. Determination of violation has been carefully crafted to grant all interested parties a fair and impartial hearing. I will ask you, Madam Moderator, to bring this ordinance to the full RTM for a vote at our next scheduled meeting.

Ms. Flug:

We will have committee reports from the Planning and Zoning Committee at the next meeting. This is a first reading but the Westport electorate are welcome to make comments. [None] Are there RTM comments? [None]

The Moderator read item #4 of the call - To amend the Representative Town Meeting Rules of Procedure, Article VI, Section A162-20 (Conflicts of Interest) by adding the following sentence: “Potential ethics concerns may be discussed with the Moderator, Deputy Moderator, Town Attorney or Assistant Town Attorney”.

Ms. Flug:

We don’t have a presentation. This was a rule that I proposed to the Rules and Ethics Committee.

Committee report:

Rules and Ethics Committee, Velma Heller, district 9:

The RTM Rules and Ethics Committees met on Monday, July 8, at 7:30 pm, in Town Hall Room 201. Rules Committee members in attendance were Eileen Flug (Chair), Velma Heller, Melissa Kane, Jonathan Cunitz, Dick Lowenstein, Steve Rubin and Lois Schine. Absent were Matt Mandell, Sean Timmins, Cathy Talmadge and John McCarthy. Ethics Committee members in attendance were Eileen Flug (Chair), Wendy

Batteau, Jonathan Cunitz, Velma Heller, Dick Lowenstein and Melissa Kane. Absent and arriving later was Jeff Wieser. Business conducted by both committees included a proposed amendment to the Conflicts of Interest provision of the RTM Rules of Procedure. The Chair proposed the following addition to the Conflicts of Interest provision of the RTM Rules of Procedure:

Potential ethics concerns should be referred to the Moderator, Deputy Moderator or the Town Attorney.

After much discussion, the Committees felt that RTM members and the public should have discretion about how they address their concerns about potential ethics issues, and that the Rules of Procedure should only provide a suggestion. They also determined that the Assistant Town Attorney should make the determination about where in the Rules of Procedure that sentence would be added. Upon motion duly made and seconded, the Committee adopted the following recommendation unanimously:

Motion: To recommend to the full RTM that Article VI, Section A162-20 (Conflicts of Interest) of the RTM Rules of Procedure be amended to add the following sentence:

“Potential ethics concerns may be discussed with the Moderator, Deputy Moderator, Town Attorney or Assistant Town Attorney.”

After the vote, the Ethics Committee adjourned and the Rules Committee remained to address its next agenda item.

Teleconferencing at RTM Committee Meetings:

Business conducted by the Rules Committee included a proposed amendment to the Rules of Procedure regarding teleconferencing at RTM committee meetings. The Committee discussed the pros and cons of teleconferencing and decided that additional information was needed from Eileen Zhang to discuss the available technology in the Town Hall meeting rooms. The Committee decided to meet again with Eileen Zhang. No vote was taken. Submitted by: Eileen Lavigne Flug, RTM Rules Committee and Ethics Committee Chair.

Dr. Heller read the resolution and it was seconded by Mr. Rubin.

RESOLVED: That the Representative Town Meeting Rules of Procedure, Article VI, Section A162-20 (Conflicts of Interest) is hereby amended by adding the following sentence: “Potential ethics concerns may be discussed with the Moderator, Deputy Moderator, Town Attorney or Assistant Town Attorney.”

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

Members of the RTM

Mr. Loselle:

We wish to propose an amendment to the rule as proposed tonight. You should have gotten a revised copy this afternoon. The amendment is being sponsored by myself, John Suggs and Jonathan Cunitz. We are proposing to make an amendment tonight to the rule change that has been put forward. The Rules Committee and Special Ethics Committee met on July 8. What they came out with was good; however, in retrospect and with time to think about it, we believe it can be improved and strengthened. That's

what our amendment does tonight. The actual amendment is as follows. We wish to replace what was read before:

To take such action as the meeting may determine to amend the Representative Town Meeting Rules of Procedure, Article VI, Section A162-20 (Conflicts of Interest) by adding the following sentence: "Potential ethics concerns **should be discussed with one of the following Town Officials: the RTM Moderator, RTM Deputy Moderator, Town Attorney or Assistant Town Attorney, who then should take appropriate action as necessary.**"

What we are proposing is quite simple. It involves two changes. Instead of saying ...ethics concerns may be discussed, we are saying should be discussed. May is a situation we already have and it's really the status quo. Of course one may discuss an ethical concern with anyone; however, that does not give meaningful guidance. By saying should, the sentence now makes a recommendation or suggestion of a course of action. At the same time, it doesn't compel anyone to do anything. It does not say must. Also, the change to should is actually a reversion back to the way the Moderator originally proposed the rule at the special meeting. We think the Moderator's original approach was the better one. The second change and the most important change is to add an action step by saying that the *Moderator, Deputy Moderator, Town Attorney or Assistant Town Attorney, **should take appropriate action as necessary.*** The proposed version is silent as to any responsibility of these parties to do anything. Now, the response from these parties could be to do nothing. They could say that they looked at it and it doesn't require any investigation or follow up. That's possible; however, there just can't be no response. In our amendment, there is a requirement on the part of the mentioned parties to do something and to be responsive to the RTM member bringing the concern. We hope that you agree these changes bring common sense and that you will support our amendment.

Ms. Flug:

Mr. Loselle are you moving that the resolution be amended and replace the language with the language in the July 30 memo.

Mr. Loselle: I so move to replace the language as I spoke it.

Ms. Flug:

We're looking at the July 30 memo that has the language that Mr. Loselle just read. It has been moved and seconded to amend the resolution. We will be voting on whether to amend the resolution first and then we will be voting on whether to the resolution should be adopted.

Lee Arthurs, district 8:

Gail Kelly, does this language in any way compel anybody to do anything? Does it force anybody to report any ethical concerns?

Gail Kelly, Assistant Town Attorney:

I think it depends on how you interpret the word *should*. I would interpret it a lot stronger than *may*. I think it's more of a mandatory. This should be discussed with one of the

Town officials. If you don't mind Madam Moderator, I'd like to make a comment about a portion of the language while I'm up here. My office has no authority to take any action against any member of the RTM for an ethics violation or for any violation, for that matter. Even if it did, this language provides no guidelines for what type of action we could take. Most importantly, you really can't dictate that my office or any office take any action against anybody because we just don't have the authority for that.

Dr. Heller:

Right now, I'm not so concerned with the *should* or *may* but I am with the end of it. If you go back to the original intent, it seems to me what we discussed at that meeting was, when people have a concern about conflict of interest, who should they go to? Who can they go to to talk about this? It was more a question of lines of communication than it was about lines of action as I remember it. It was who can you talk to about this? I am really saying this as a means of clarifying not just what I experienced but what other people who were there may have experienced. It seemed to me that it was about saying that people who have a concern about conflict of interest often are the RTM members themselves and need to sometimes touch base with someone just to clarify their thinking. In effect, it is the RTM member who makes the decision whether or not to recuse themselves or whatever else. I think the taking action part of it is the part I'm not as comfortable with because the action taken is going to be by the RTM member. Maybe that just confuses you a little bit more. I do think it is a question of what was the intent of the original proposal and I think it has more to do with who do you talk to about that if there is an issue.

Jonathan Cunitz, district 4:

The word action is a nice word because it is vague but it does require somebody to do something if they feel something should be done. Now, Gail mentioned that she doesn't have any authority to do anything. We are not necessarily saying action is a legal action or set of events. Action can simply be bringing parties together for further discussion which has happened earlier this year, and it's only if it's necessary. Very often, it may not be because a lot of the situations that we discussed at the committee meeting were more a matter of guidance for the RTM member to help the RTM member himself or herself what to do. The second thing is a question that I posed to Eileen which I believe you ran by Gail Kelly. The result was that this particular change has nothing to do with the public. It is only applicable to RTM members. Is that correct?

Ms. Flug: That's how we were advised by Attorney Kelly.

Dr. Cunitz:

So, we have other mechanisms for employees in the Town. But there may be some other situations with ethics situations that the general public might want to raise. But I don't know if we have an appropriate mechanism for doing that in this Town without getting very structured. I don't know whether we should or if it should be an informal process we have had for many, many past years.

Mr. Bergmann:

I concur completely with what Jonathan just said. I think his analysis was sound. His points are excellent. I don't think the should is an issue. We all will decide what should means. I don't think that's a problem at all. The action concept seems to be, it's a fine word. It talks about something that should be done or could be done. Not to have anything at the end of this which is the original proposal makes it kind of empty. I don't think it causes any problems. It's not going to impose an obligation that can't be enforced on the Town Attorney or anybody like that. It simply says some action should be taken, whatever that is and not to have that, again, it just seems like an empty statement. I support this very strongly.

Mr. Mall:

I do think that the word *should* should replace the word *may*. If there is an ethics concern, you should speak up. You should have someone to talk to. I would just hope that we use our common sense and do what's right. If someone has a concern, they should address it.

Hope Feller, district 6:

I'm not sure that amending this with the word *should* will actually motivate people who are not motivated to come forward. I think if we all have a concern with something is happening, we *should* or we *may* come and discuss it. I think that either language works.

Mr. Wieser:

I'm sorry I missed the discussion in the Ethics Committee when it went from *should* to *may*. Looking at it a little differently, I think there are a lot of times that you might, one of us, might have a concern that we don't want to talk about for reasons that maybe we don't think we should bring it up. I think having something that says should gives you an out and you say that this says should do it, So, I'm going to talk to the Moderator or Deputy Moderator and it is a little bit more of a requirement to air your concerns to get it off your chest and into the open. So, I like that part of the amendment. The appropriate action, I also don't mind in that if the Moderator says, I don't think that's an ethics concern, then the appropriate action is no actions. I think just airing it with one of those four responsible people gets it as far as it needs to go. I think I'll support the amendment because it gives us a reason to air concerns that we might not otherwise feel comfortable airing but it gives us a reason to do so.

Mr. Mandell:

Ms. Flug, you are the Chair of the Rules Committee. Why in here originally was the Town Attorney and Assistant Town Attorney involved in an RTM matter. Why were they in the first resolution which bears on the second resolution.

Ms. Flug:

The reason was because there may be a question about the Moderator or the Deputy Moderator and you might want to talk with somebody else besides the Moderator or Deputy Moderator on that issue. It also may be an issue that is more legal in bearing and you might want to speak with the Town Attorney. The point was also to really reflect

what is done in practice. From speaking with Attorney Gail Kelly, in practice, when there has been, in the past, an ethics concern by RTM members, RTM members have talked with either the Moderator or the Town Attorney or Assistant Town Attorney. So, those were the reasons.

Mr. Mandell: The Moderator or Deputy Town Attorney talked with the Town Attorney.

Ms. Flug:

Or an RTM member. Ms. Kelly, can you please come up and explain. My understand that RTM members have also spoken with the Town Attorney or Assistant Town Attorney regarding ethics concerns.

Ms. Kelly:

That's correct. Very often, a member of a board or a commission or an RTM member will call our office to ask a question, to discuss a little bit a situation where they may feel there's a conflict for them. What we do is we go through the steps and we look the charter provisions and your rules and see what is applicable and we kind of just talk it out. Ultimately, it has always been the RTM member or board or commission member's decision on how to respond to the particular situation. So, yes, we have done that several times, actually, and people feel comfortable calling our office about that. I do just want to say one more thing about this language. I don't ordinarily find myself speaking against anything but this is dictating to Town officials to do something and this is an RTM rule. I think this should be focused on the RTM's actions and how they should conduct themselves in this body. I think this goes a little bit outside of that in dictating and telling Town officials what to do.

Mr. Mandell:

That's my quandary. I believe there should be action taken. I think that's proper. I think Dewey bringing that forward is right. My problem is I agree with the Town Attorney that they shouldn't be asked to take that action. Maybe they should suggest the action so somehow we need to bifurcate the ability of an RTM member to go to those four individuals but only two can take action, the Moderator or Deputy Moderator. If for some reason, if it's about the Moderator, the Deputy Moderator takes over. So, we need to work that out. I think action needs to be taken but I have to agree with the Town Attorney that they can't be the one taking it. Maybe as I was suggesting, when they say who then should suggest appropriate action, maybe the Town Attorney could suggest it but I'm not sure I want to put in a third resolution here. That is my thinking here but I'm in a quandary.

Ms. Flug: Would you like to propose an amendment?

Mr. Mandell:

No. that is the third amendment to this one. I think that gets too complicated down the line. We need to resolve it.

Dr. Heller:

It's so good to hear everyone talk because I think its always clarifying. If the wording were to say "**who should then make recommendations for appropriate action**" then it gets them off the hook. The word action, there's an ambiguity to it which is pretty good. When you are dealing with all those other people, the ambiguity is not so good. So if they are making recommendations for action, then whoever has to act can act and for whomever it is not appropriate to act then they are not obligated to do so; I'm speaking of the Town Attorney and Assistant Town Attorney. So, Madam Moderator, what shall I do to make an amendment to the amendment.

Ms. Flug:

You can propose that the language that is the subject of the amendment be amended to say **who should then make recommendations for appropriate action**. Would you leave the words as *necessary*?

Dr. Heller:

I am not happy with *necessary*. I don't think it's necessary. I would just go **who should then make recommendations for appropriate action**.

Ms. Flug:

The motion was seconded by Ms. Kane. We are now debating the amendment of the language in the July 30 memo. What we are discussing now is the language that would be added to the rules would say:

Potential ethics concerns should be discussed with one of the following Town officials: the RTM Moderator, RTM Deputy Moderator, Town Attorney or the Assistant Town Attorney...**who should then make recommendations for appropriate action**.

Members of the RTM

Mr. Arthurs:

I am going to call up Gail Kelly to see if this addresses her concerns. To be more specific, does this amendment help in the concern you had in the previous amendment?

Ms. Kelly:

No. It's better than the last one. I'd have to think about it a little bit more. Again, I think it's pulling us into this sphere without a lot of guidelines. We do make recommendations and help people to make their decisions but I don't know what recommendations we're talking about here...a recommendation to do nothing...a recommendation to do something.

Mr. Arthurs:

I'm going to suggest that we're getting into some pretty technical issues here. Maybe we should have another committee meeting. I don't think there's disagreement that we should be changing the language here but I do think we need to come with language that works for all the parties involved including the Town Attorney.

John Suggs, district 5:

A couple of comments. First of all, earlier in the conversation, both Velma and Gail mentioned conflicts of interest as the driving issue. The language does not mention conflict of interest although it is under the category of conflict of interest. It talks about potential ethics concerns not conflict of interest because fortunately or unfortunately we have very clear rules in our rules of procedure as about how to handle conflicts of interest. To date, the rule is that it is up to the individual to make the decision of whether or not they have a conflict of interest. That is not what is being debated tonight. It's not what is being proposed. What is being discussed is potential ethical concerns. Part of the reason we are bringing the language forward is because we found ourselves in a situation not too long ago where we had to pore through the Town rules and procedures for RTM and we found no guidance, absolutely nothing to tell us how to proceed in a situation. So, one of the things is we don't want, we, being Dewey and myself, to have to go through what we went through as we were facing a potential ethical concern. We recognize that there is nothing in our rules and procedures to handle this. We also recognized that our RTM Moderator had no authority to resolve the situation. It became clear that out of this experience, we need some direction, some guidelines. I am concerned about the Town Attorney's concerns tonight because consistently both in that specific situation and in others, the Town Attorney is consulted. The Town Attorney is consulted because of potential legal ramifications, is there any violation of laws, what have you. Of course, we are going to consult with the Town Attorney. In coming to a resolution, the Town Attorney and Assistant Town Authority were present and gave all of us the wisdom and advice of their office. It goes back to whether or not the Town Attorney has any authority, the Town Attorney is the legal authority that we consult to. That is why they're listed in here. This came out of discussions with the Town Attorney who supported this in earlier discussions. I'm a little concerned why the Town attorney is trying to derail this. The end result is I don't want anybody to go through what we went through and I don't want anybody to be on the receiving end where there is no guidance, whatsoever. We have an obligation and a mandate to be aboveboard and clear. There is no guidance for us. There is no description for how we can handle this. It does happen. It does come up. It came up quite recently. As a result, we're seeking this language.

Melissa Kane, district 3:

I do think we need to go back to committee. I would like to make a motion to postpone until the September meeting.

Ms. Flug:

This is a motion that takes precedence over the motion to amend. Those motions would still be on the floor when we come back. There is a motion on the floor to postpone to the Sept. 3 meeting. Seconded by Ms. Rea. This is a debatable motion.

Discussion:

Mr. Wieser:

So, if we're trying to accomplish what John Suggs suggested which is a procedure for dealing with ethics concerns soup to nuts, we're talking about a pretty big rewrite of the rules of procedure which requires a lot of time and effort. It is my understanding that

what we are trying to do here is that if someone has an ethics concern that it is brought to the attention in some sort of authority or with some sort of wisdom or some sort of understanding of what the issue is. I think what has gotten us into trouble here is trying to rewrite the rules of procedure thereafter to get appropriate action. I think the important part of all of this is if someone has a concern or someone knows something, then their obligation is to tell someone in authority about that concern, about that knowledge or about that understanding and get someone in authority to use their wisdom to make sure the issue is dealt with. I would prefer to come away tonight with a rule that says essentially what was in our agenda with *may* replaced by *should* so that we should talk to the Moderator, Deputy Moderator, Town Attorney, Assistant Town Attorney, and bring it out in the open. I think it is really useful to have the Town Attorney and Assistant Town Attorney there, not so much to make them do something that isn't enforceable but it's a very good point, if we have a point with the Moderator or Deputy Moderator, we need to talk to someone outside the RTM after we have talked about it with other members.

Ms. Flug: Right now, we are debating the motion to postpone.

Mr. Wieser:

I'm not going to vote to postpone. We should just do. I like the *should* part. We should do what we said we were going to do replacing *may* with *should* and I prefer not to postpone.

Mr. Arthurs:

I think we should vote to postpone this and have another committee meeting. I think the concept on here for reviewing inappropriate action is a good concept but I would like to get it right so that it works for all parties including the Town Attorney and Assistant Town Attorney.

Mr. Loselle:

I would like to not postpone the meeting. I think all the elements are here. I think we've discussed the issue. We have two amendments that take different pieces of it. I think we should move ahead and vote on those things.

Mr. Bergmann:

I agree with Dewey and with Jeff that we should act tonight. I also want to know if it is postponed, what is going to be the direction to the committee? Are we going to send them these words and say would you have a meeting on these words?

Ms. Flug:

If it's postponed I will convene a meeting of the Rules and Ethics Committees to discuss the proposed language, both of the amendments proposed tonight, the original amendment by Mr. Loselle in the June 30 memo and Dr. Heller's amendment. I would forward both of those to the Rules and Ethics Committees so they can discuss them and make a recommendation to the entire RTM.

Mr. Bergmann:

Is it fair to think they are going to make a recommendation as to one of those two?

Ms. Flug:

They could make a recommendation as to one of those two or recommend a third option.

Mr. Bergmann: I think we should reject the delaying of this and go ahead and vote.

Mr. Mandell:

I have probably never seen a situation where everyone is in agreement, essentially. Mr. Wieser is right. We should be taking some form of proactive seeking of counsel. Mr. Loselle and Mr. Suggs are right. We should be taking some action once people have heard this. The Town Attorney is right because she shouldn't be meddling into RTM specific business by telling us what we need to do. The only way to resolve this is to go back to committee. We cannot hash out words from this podium. We do it around a table. We sit and we bicker and we argue. We get people to do things around the table and we come up with the proper answer. I will be voting to postpone until next meeting so we can come back with the right answer. We're all at the same table here. Let's just get it right.

Catherine Calise, district 2:

I am actually in agreement to table the matter for a committee meeting because I think while we are all on the same page, I think the particulars need to be ironed out. Our Town Attorney brought up a good point today: By agreeing with the language as its written or amended twice, we may be putting her in an awkward position to be making a decision that really is within our body of members which should be decided by our Moderator and Deputy Moderator. So, I absolutely agree this should be looked at at another committee meeting.

Mr. Mall:

Now you understand why it takes three first readings of a blight ordinance. We all have a sense of humor which is important. I am going to agree to postpone. We are all in agreement that something needs to be done. We just want to do it the right way. Let's get it right and apply common sense and not put the Town Attorney and Assistant Town Attorney in a bind. Let's take care of what we need to in a timely manner. This didn't just happen overnight so we can fix it. September will give us plenty of time.

By roll call vote, the motion to postpone passes 14 in favor and 10 opposed. (Attached.)

The meeting adjourned at 9:45 p.m.

Respectfully submitted,
Patricia H. Strauss
Town Clerk

Jacquelyn Fuchs

by Jacquelyn Fuchs
Secretary

Attendance: July 30, 2013

DIST.	NAME	PRESENT	ABSENT	NOTIFIED MODERATOR	LATE/ LEFT EARLY
1	Don Bergmann	X			
	Diane Cady		X	X	
	Matthew Mandell	X			
	Cornelia Olsen	X			
2	Catherine Calise	X			
	Jay Keenan		X	X	
	Louis Mall	X			
	Sean Timmins	X			Arr. 8:03
3	Lyn Hogan	X			
	Jimmy Izzo	X			
	Melissa Kane	X			
	Bill Meyer	X			
4	Jonathan Cunitz, DBA	X			
	David Floyd		X	X	
	Clarissa Moore	X			
	Jeffrey Wieser	X			
5	Dewey Loselle	X			
	Richard Lowenstein		X	X	
	Paul Rossi		X	X	
	John Suggs	X			
6	Hope Feller	X			
	Paul Lebowitz	X			
	Catherine Talmadge		X	X	
	Christopher Urist	X			
7	Arthur Ashman, D.D.S.		X	X	
	Allen Bomes	X			
	Jack Klinge		X	X	
	Stephen Rubin	X			
8	Lee Arthurs	X			
	Wendy Batteau		X		
	Carla L. Rea	X			
	Lois Schine		X	X	
9	Eileen Flug	X			
	Velma Heller, Ed. D.	X			
	John McCarthy	X		X	Arr. 7:30 left 8:30
	Gilbert Nathan		X	X	
Total		25	11		

Roll Call Vote - #2 Police Contract

DIST.	NAME	ABSENT	Yea	Nay	Abstain
1	Don Bergmann				X
	Diane Cady	X			
	Matthew Mandell		X		
	Cornelia Olsen		X		
2	Catherine Calise		X		
	Jay Keenan	X			
	Louis Mall		X		
	Sean Timmins		X		
3	Lyn Hogan		X		
	Jimmy Izzo		X		
	Melissa Kane		X		
	Bill Meyer		X		
4	Jonathan Cunitz, DBA		X		
	David Floyd	X			
	Clarissa Moore		X		
	Jeffrey Wieser		X		
5	Dewey Loselle		X		
	Richard Lowenstein	X			
	Paul Rossi	X			
	John Suggs		X		
6	Hope Feller		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	Lee Arthurs		X		
	Wendy Batteau	X			
	Carla L. Rea		X		
	Lois Schine	X			
9	Eileen Flug		X		
	Velma Heller, Ed. D.		X		
	John McCarthy		X		
	Gilbert Nathan	X			
Total		11	24	0	1

Roll Call Vote - #4 Postpone Rules Change to September Meeting

DIST.	NAME	ABSENT	Yea	Nay	Abstain
1	Don Bergmann			X	
	Diane Cady	X			
	Matthew Mandell		X		
	Cornelia Olsen		X		
2	Catherine Calise		X		
	Jay Keenan	X			
	Louis Mall		X		
	Sean Timmins		X		
3	Lyn Hogan		X		
	Jimmy Izzo		X		
	Melissa Kane		X		
	Bill Meyer			X	
4	Jonathan Cunitz, DBA			X	
	David Floyd	X			
	Clarissa Moore		X		
	Jeffrey Wieser			X	
5	Dewey Loselle			X	
	Richard Lowenstein	X			
	Paul Rossi	X			
	John Suggs			X	
6	Hope Feller			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	Lee Arthurs		X		
	Wendy Batteau	X			
	Carla L. Rea		X		
	Lois Schine	X			
9	Eileen Flug		X		
	Velma Heller, Ed. D.		X		
	John McCarthy	X			
	Gilbert Nathan	X			
Total		12	14	10	