

**MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011**

A.) CALL TO ORDER & ROLL CALL

The Ordinance Committee Meeting of the Township of Monroe was called to order at 7:00 PM by **Ordinance Committee Chairman, Cncl. William Sebastian** in the Second Floor Meeting Room of the Municipal Complex located at 125 Virginia Avenue, Williamstown, New Jersey.

This meeting was advertised pursuant to the Open Public Meetings Act of New Jersey (NJSA 10:4-6 thru 10:4-21). Notices were placed in the official newspapers for the Township of Monroe (i.e.: Gloucester County Times, the Courier Post and the Sentinel of Gloucester County) and copies were posted on the bulletin board at the Municipal Complex.

SALUTE TO THE FLAG

Cncl. Frank Caligiuri led the assembly in the Pledge of Allegiance to Our Flag.

ROLL CALL OF PUBLIC OFFICIALS

Cncl. Walter Bryson	Present	
Cncl. Frank Caligiuri	Present	
Cncl. Marvin Dilks	Present	
Cncl. Rich DiLucia	Present	
Cncl. Ron Garbowski		Excused
Cncl. Daniel Teefy	Present	
Ord. Chairman, William Sebastian	Present	
Business Administrator, Kevin Heydel	Present	
Solicitor, Charles Fiore	Present	
Dir. Public Safety, Jim Smart	Present	
Chief of Police, Daniel Pontano	Present	
Deputy Clerk, Sharon Wright	Present	

B.) APPROVAL OF MINUTES

Cncl. Walter Bryson made a motion to approve the minutes as submitted of the Ordinance Committee Meeting of January 5, 2011. The motion was seconded by **Cncl. Pres., Marvin Dilks** and unanimously approved by all members of Council in attendance.

C.) CORRESPONDENCE

- Raffle License RA:6 & RA:7 - J-Walkers For The Cure

Cncl. Walter Bryson made a motion to approve Raffle Licenses RA:6 and RA:7 for J-Walkers for the Cure. The motion was seconded by **Cncl. Rich DiLucia** and unanimously approved by all members of Council in attendance.

**MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011**

D.) PUBLIC PORTION

Cncl. Pres., **Marvin Dilks** made a motion to open the Public Portion. The motion was seconded by Cncl. **Frank Caligiuri** and unanimously approved by all members of Council in attendance. With no one wishing to speak Cncl. **Frank Caligiuri** made a motion to close the Public Portion. The motion was seconded by Cncl. **Rich DiLucia** and unanimously approved by all members of Council in attendance.

E.) ORDINANCES FOR REVIEW

▪ **Taxi Ordinance/Limousine Ordinance**

Ordinance Chairman, Cncl. Sebastian explained two separate ordinances have been created for taxicabs and limousines. The limousine ordinance requires limousines to follow all the provisions included under N.J.S.A. 48:16 and the Taxicab ordinance was derived from the Mantua Township Ordinance. The Solicitor has inserted the language requested by Cncl. **Garbowski** dealing with taxicab drivers displaying their license within the cab. Cncl. **Sebastian** questioned why the ordinance requires fares to be posted on the exterior of the vehicle. Solicitor **Fiore** explained that mirrors the State regulation, which requires fares to be posted on the outside of the vehicle. Mr. **Fiore** explained language was included to require a person opening a taxicab business in a residential area to obtain a zoning permit. Cncl. **Walter Bryson** referred to 254-3 "Qualifications for taxicab driver's license" and questioned whether the language should be "a citizen of the United States or a resident alien", as he felt the current language limited who could drive a cab. Solicitor **Fiore** explained the current language can remain as it is until someone challenges it. Cncl. **Daniel Teefy** questioned who would be inspecting the vehicles. Mr. **Fiore** explained the vehicles would be inspected by the DMV, as the township will not be involved in inspections since police officers can pull over a vehicle in disrepair. Mr. **Fiore** added statewide the only thing DMV inspects are emissions. Cncl. **Sebastian** polled Council and all in attendance were in favor of moving the Taxi Ordinance and Limousine Ordinance forward for First Reading at the February 8th Regular Council Meeting.

▪ **Issuing Authority Bingo and Raffle Licenses**

Ordinance Chairman Sebastian noted the proposed ordinance gives the Clerk the right to approve bingo and raffle licenses. He polled Council and all were in favor of moving this ordinance forward for First Reading at the February 8th Regular Council Meeting.

F.) MATTERS FOR DISCUSSION

▪ **Military Leave Benefits**

Business Administrator, Kevin Heydel explained State Statute requires the township to pay National Guard members 90 days of full pay and Reservists 30 days at full pay when called up for active duty. He noted our ordinance allows for both to be paid 90 days and his recommendation was to amend the ordinance to follow State Statute. Solicitor **Fiore** noted he reviewed Governor **McGrevey's** 2003 Executive Order and it remains in tack, nothing has been changed so what Mr. **Heydel** stated is the law and we can amend our ordinance to revert to

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

30 days full pay for Reservists. Cncl. Sebastian requested that Mr. Fiore and Mr. Heydel get together on this and prepare an ordinance for review for the next Ordinance Committee Meeting. Cncl. Frank Caligiuri questioned how many people were involved in this. Mr. Heydel explained right now there is one. Cncl. Daniel Teefy questioned whether it was true that we didn't know for two or three months that one gentleman had left on leave. Mr. Heydel explained he was actually training at a local facility and that does not count towards being called up for active duty in Iraq or Afghanistan. While reservists are in training the township must pay them 100% of their salary but that is not included in the first 90 days when he actually goes on active duty.

▪ **Terms for Boards/Commission**

Business Administrator, Kevin Heydel explained the Mayor requested the Parks and Rec Commission terms be reviewed and staggered because ten terms expired at the same time and he also questioned whether the terms should be for the period of five years. Ordinance Chairman Sebastian noted the Mayor staggered the terms of his new appointments to Parks and Rec. Mr. Fiore noted he assumed the members who accepted those appointments consented to the Mayor changing the term. Cncl. Teefy, liaison to the Parks and Rec Commission, noted no one at the Parks and Rec meeting had a problem with that, they understood and also feel the terms should be staggered however, they do not want to decrease the fifteen members, as they need them to help with all the events the commission holds. Solicitor Fiore noted he was in the process of mapping out for the various boards and commissions the enabling legislation, what the limitations are, how many members there can be and how the terms are staggered so Council will be able to look at a piece of paper to see where it comes from and what the State Statute says. Cncl. Sebastian questioned whether the Parks and Rec ordinance would need to be amended to reflect the Mayor changing the terms. Solicitor Fiore indicated it would and noted he will review the ordinance to see how the terms have been staggered. Mr. Fiore noted as long as those appointed agree to the term the mayor gave them everything is OK but if they wanted a five year term, as stipulated in the Code, than it could be an issue. He noted in the past questions regarding the powers of the Parks and Rec Commission were posed and he asked Cncl. Teefy if there were still issues with that which should be addressed. Cncl. Teefy advised that is no longer an issue. Cncl. Sebastian questioned whether the Parks and Rec Commission needed fifteen members all year long or volunteers to assist when they have events. Business Administrator, Kevin Heydel noted he asked that question and was told the members would feel slighted and not part of the Commission if they were not appointed. Cncl. Pres., Marvin Dilks added jobs are also delegated to each member. Cncl. Teefy explained the commission needs that many members because each event is chaired by a different member with three or four other members assisting. Volunteers also help with their events. He noted the Commission wants to know if a stipulation could be included in the Code that would allow non residents to be appointed to a board, as there are people who work or feel part of the town who would like to be appointed but cannot because they are not a resident. Cncl. Teefy felt the stipulation could prohibit non-residents from holding an officer position. Solicitor Fiore explained that depends upon the Statute that creates the board. He noted there may not be one for Parks and Rec but there may be one for the Planning Board or Zoning Board. Mr. Fiore will look into that and update Council at a future meeting.

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

▪ **Contract Law/Interest & Payments**

Cncl. Frank Caligiuri explained Council routinely approves and authorizes the Administration to enter into contracts but under the current law there is no mechanism to notify council of contract deviations that could potentially increase the contract cost through interest, penalties or if the terms of an approved contract were changed or violated outside of a change order. He noted he was advocating an ordinance that would require Council to be notified of any deviation in payment terms or contract terms so they will be aware the contract they approved has been subject to some variations by virtue of a decision made by the Administration. **Cncl. Sebastian** referred to the Contract Law and questioned if there is a percentage of an increase in the contract or a penalty that is within the contract isn't the contract holder suppose to send a change order saying that in accordance with the contract you now owe me an additional number of dollars. **Solicitor Fiore** explained a provision must be contained within the original approved contract for any interest and penalties being paid via that contract and that would not necessarily be a change order because a change order would reflect a provision in the contract and payment thereof for a service being rendered. Interest and penalties are a little different but it still would be contained within the contract and it still has to be contained within the cap that is approved as part of the contract. He gave the example of a contract not to exceed \$100,000.00 and explained the Administration cannot pay \$100,000.00 plus \$2,000.00 in interest and penalties because the resolution approving the execution of that contract does not allow for that due to the budgetary cap in there. **Cncl. Caligiuri** noted he disagreed with that because the contract depends upon the payment provisions also contained within it, as the buyer and seller enter into that agreement. The buyer agrees to pay the seller X number of dollars in accordance with X number of terms and the seller agrees to perform certain services. If there is a disagreement between the buyer and the seller at some point in time that could potentially cost the contract to escalate and that is why he is advocating Council be informed. He noted he was not saying that the terms of the contract covered things like escalation because if we deviate from the contract by not adhering to the payment terms most certainly we are subject to a deviation on the part of the buyer or the seller with respect to interest charges. If we agree to pay within 30 days and then arbitrarily and capriciously we choose not too we have violated our contract terms and there is no reason why the seller could therefore demand additional compensation. **Cncl. Sebastian** questioned whether **Cncl. Caligiuri** was looking for a paper trail. **Cncl. Caligiuri** replied, yes basically. **Solicitor Fiore** noted legislation authorizes the mayor to execute contracts with certified dollar amounts and the administration cannot pay over and above that amount so even if penalties and interest were charged it would need to come back to Council. **Mr. Fiore** explained under the Faulkner Act, the mayor negotiates contracts and Council, as the legislative body, authorizes the mayor to execute those contracts. Council also funds them and can request a payment detail to be provided to them at anytime. If the Administration goes beyond the contract amount or violates a term Council should certainly know as the legislative body. He noted even if there was an ordinance that required the mayor to report to council under the Faulkner Act the council has no power to do anything to the mayor, other than to remove him. **Mr. Fiore** felt there should be a paper trail and reports provided of why payments were not made as it is the Administration's obligation under the law to make council aware of that. **Cncl. Sebastian**

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

questioned when additional money is requested is it the responsibility of the contractor to submit a change order that refers to a specific paragraph in the contract even though it is not actually a change to the entire contract, as that would provide a paper trail. Solicitor Fiore advised the Administration would not be able to pay that anyway because it would not be an approved expenditure. He gave the example of a contract being \$400,000.00 with \$19,000.00 in interest being owed explained that \$19,000.00 could not be paid. Cncl. Sebastian noted but if the \$19,000.00 was under the \$400,000.00 it could be paid but it would show in the form of a change order. He added if at the end the amount owed was short than the total amount would need to be increased by X number of dollars in accordance with change order # X. Mr. Fiore questioned whether we have ever paid interest on any contracts and whether it was within the contract price. Mr. Heydel advised interest was only paid to the contractor that is the topic of discussion this evening and it is within the contract price. Cncl. Caligiuri noted it is within the contract price only because there was a change order that reduced the contract in accordance with a service that was not provided so essentially we have increased the contract amount to pay interest and penalties above and beyond the value of the product/services. Cncl. Sebastian noted in his business he deals with change orders and no one cares when things added and deducted stay within the total contract amount, but when they go over that amount it becomes a problem. Cncl. Caligiuri explained if the terms of the agreement are deviated from and the contractor is not paid on time because we feel he has not performed his service there is a dispute, as the supplier wants his money and the municipality does not want to pay. At that point a paper trail should begin where the municipality would notify the supplier in the form of a punch list that stipulates where he failed to perform in accordance with the contract and the reason why the municipality is holding back the money. He noted that is something we have refused to do and because we don't do that it creates an opportunity for the supplier to charge penalties and interest since he was not duly notified of his failure to perform, his default. Cncl. Caligiuri felt if a contract is signed in writing the supplier should be notified in writing when he is in default so he can have the opportunity to correct that. If that is not done the supplier does not know what he didn't do and he thinks he is just not getting paid so therefore, as far as he is concerned, we are in default of our payment terms and he has a right to charge interest. Cncl. Teefy questioned whether all of that would be part of the contract. Cncl. Caligiuri replied no. Solicitor Fiore explained Cncl. Caligiuri was correct because if there is a breach, the municipality must notify of the breach/default in writing. That is included in general contract law and the particular contract being discussed did include language that if there was a dispute/difference of opinion, it must be in writing. He added if it is not communicated in writing and is done verbally, the alleged default or breach may not be very clear. He noted Cncl. Caligiuri is asking for an ordinance that will require the Administration, in the event of a breach to adhere to the contract and put it in writing. Cncl. Caligiuri added and Council should be notified if there is a change because of the possible monetary effect. Cncl. Rich DiLucia noted by Council requesting this information it is a check and balance that could prevent everyone from making a mistake and if there is no cooperation from the Administration then it should be legislated by resolution. Mr. Fiore noted a resolution dies from year to year but an ordinance is on the books forever until it is repealed. Cncl. Caligiuri spoke of the mile long paper trail he has from requesting information regarding two contracts. He noted engineers working for the township could also be affected, as they need to get paid on time or should be

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

notified of why they are not. He added this is really simple, it is just a matter of ethics and doing the right thing. It is not politically motivated. Cncl. Teefy questioned Mr. Heydel on whether he has any paperwork, as back up of why a bill is not paid when he is verbally told not to pay it because if not, it is just hearsay. Mr. Heydel explained when he is specifically told not to pay a bill, it is not paid and it was not hearsay because it was said on the record at a public meeting and is included in the minutes. Cncl. Bryson suggested a resolution be prepared to handle the current problems and then if there are other problems they could be addressed in the future. Cncl. Dilks noted Council gives the Mayor the authority to pay bills but what authority does Council have to make him pay a bill he doesn't want to pay. Mr. Fiore explained this ordinance could be called "*the accountability ordinance*", as it will require the Mayor to notify Council and the contractor when there is an allegation of a breach. If it comes back to Council because the mayor refused to pay and there is a threat of interest and penalties Council could unanimously vote and request the Mayor to pay that bill; but, he does not have to pay it even though there could be repercussions because he is costing taxpayers money. Cncl. Sebastian recommended the Solicitor draft a sample ordinance dealing with this issue for review at a future Ordinance Committee Meeting and Council can make a decision at that time whether to move it forward or not. He polled Council and all were in favor of his recommendation.

- **Chapter 249 "Streets and Sidewalks"**

Dan Kozak explained the Zoning Office has received many complaints regarding snow not being removed from sidewalks and a meeting was held with Chief Pontano, Director of Public Safety Jim Smart and other township officials to address that issue. He explained Chapter 249 can be utilized to deal with this matter but it should be tweaked. Cncl. Sebastian noted Cncl. Garbowski was cited for not shoveling his sidewalks within ten hours of the snowstorm and he had a problem with that because township sidewalks were not shoveled within that time period. Mr. Kozak explained no one was cited for not shoveling their sidewalks. Notices were given, to every resident in developments where complaints were received reminding them there is an ordinance in place requiring sidewalks to be shoveled. Cncl. Bryson noted Cncl. Garbowski felt the notice had no teeth. Cncl. Sebastian explained the notice quoted only the section in the ordinance dealing with the ten hour time period to shovel it did not include the \$1,000.00 penalty provision for sidewalks not cleared. Mr. Kozak explained he did not include the fine because he thought it would be harsh to start with the \$1,000.00 fine for what he was trying to accomplish. He noted the ordinance was adopted in 1967 and this notice has been utilized for years but because the snow is not going away this year more complaints have been received about children walking in the street to get school buses. He felt if something happens to a child there could be problems because the township has been reactive not proactive. Chief Pontano noted the ordinance requires sidewalks to be cleared within ten hours of daylight, which he felt was impossible for people who work ten hours a day. Mr. Kozak noted the ordinance was never enforced and no one received a notice until after twenty-four hours. Chief Pontano noted if people get citations they will take pictures of township sidewalks not cleared within the required ten hour period to use as their defense in court. He explained the Buildings and Grounds Department cannot not clear the miles of township owned sidewalks because they do not have the manpower or the time since it takes

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

eight hours to clear sidewalks in front of thirteen township buildings and that does not include the sidewalks that extend from point A to point B. Chief Pontano recommended extending the ten hour time period to twenty-four hours, as that would give the Buildings and Grounds Department additional time to clear township sidewalks. He noted the ordinance currently requires a width of 12 inches to be cleared and recommended that be extended to 24 inches since all sidewalks are now 36 inches wide. He also recommended additional verbiage be included to require sidewalks to remain passable and the penalties be changed to \$50.00 for the first offense with any additional penalties thereafter being at the discretion of the Judge up to \$1,000.00. Chief Pontano spoke of driving around the township and of how alarming it was to see how many residents did not remove the snow from their sidewalks. **Director of Public Safety, Jim Smart** added Clayton Road sidewalks are snow covered from Main Street all the way to Railroad Avenue on both sides of the street. Cncl. Sebastian noted he knows people on North Main Street who shoveled the entire width of their sidewalk and when the county snow plow went by at 60 miles an hour it through the snow sixteen feet onto the lawns and sidewalks. Mr. Kozak added this happened while some people were still shoveling their sidewalks. Chief Pontano noted if the driver takes his time and the road is not opened until two days after the storm people will be complaining about the road not being plowed so no matter what you do complaints will still be received. Cncl. DiLucia noted last year Holiday City paid a contractor \$140,000.00 for snow removal. He explained the township is supposed to plow the roads and then the contractor comes in to clear the driveways and the walkways going up to the house. The residents must shovel their sidewalks. He noted last year he paid men to clear his driveway because he needed to get out in the morning and an hour later when he came home his driveway was plowed in again by township plows. He shoveled it out again and the plows went by again and blocked him in. The contractor came back to clear out the driveway and the mailbox and when he returned later there was another pile of snow on the pavement. He noted there needs to be a solution to that problem because the 80 year olds in Holiday City are not capable of continuously removing snow from their sidewalks and unless senior citizen developments are going to be excluded from the ordinance he would not vote for an ordinance that would fine people \$1,000.00. He added he was glad no one was fined; noting as long as the ordinance only serves as a threat he had no problem with it but, if the township is going to move against people then someone needs to tell him how the 600 houses he represents will deal with it and how they will coordinate with the township's responsibility. Mr. Smart noted that ordinance is currently in effect and tickets could be written for the court to deal with because the township needs to get the kids off the street. Cncl. DiLucia felt that could initiate a class action suit against the township, as there are no children walking in Holiday City. Mr. Kozak noted Council could consider taking the ordinance off the books altogether because the responsibility falls upon the township due to this ordinance if a child walking to school is injured in an area where sidewalks not cleared. Cncl. DiLucia noted the point he was trying to make is that as a result of one person complaining we should not get so aggressive with the ordinance that at the next meeting we have 15,000 people being fined. He felt if we are considering fining people this matter should again be discussed before that happens. Mr. Kozak explained not just one person complained, there have been many calls and the problem is twenty notices were issued to residents and after six days there are eight sidewalks still not cleared. **Business Administrator, Kevin Heydel** felt people do not take the \$1,000.00 fine

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

F.) MATTERS FOR DISCUSSION (cont'd)

seriously and he recommended the ordinance include a fine of up to \$100.00 as that is reasonable and people will take notice that they can be fined \$100.00 if they do not clear their sidewalks. Cncl. Dan Teefy suggested warnings be issued first and after two days if the sidewalks are not cleared that residents be cited for \$50.00. He felt additional offenses should go before the judge who could impose a fine of \$100.00 for a second offense, \$500.00 for the third and \$1,000.00 for the fourth and by then that person should know they need to shovel their sidewalks. Mr. Kozak spoke of the sidewalks in Holiday City being shoveled by the home owners and he questioned what should be done if residents in that develop complain about their neighbor, who could be a 90 year old woman, not shoveling her sidewalk. Cncl. DiLucia noted he was not worried about that because the judge would not fine a 90 year old woman who states the snow plow pushed a pile of snow onto her sidewalk. Cncl. Bryson noted elderly people that may not be able to shovel their walks may be living elsewhere in the township and the only thing that can be done is to appeal to the neighbors to do it for them. Cncl. Sebastian noted it is not just elderly people, a notice could also be given to a resident who had already cleared their sidewalk and an hour later a snowplow pushed it all back. Cncl. DiLucia spoke of the Holiday City contractor clearing snow away from mailboxes, of it being pushed back, of residents receiving notices from the Post Office because the snow was not removed from the mailboxes and of residents being assessed \$140.00 more because of snow removal. Mr. Kozak suggested in November postcard mailers be sent to residents and signs be placed in developments advising residents of the snow removal regulations. Chief Pontano advised this message can get out right away as he has an avenue for notification through the cooperation of the schools and Frank McLaughlin. He questioned whether signs publicizing that residents have 24 hours to remove snow was ample enough notification to issue citations for noncompliance and also how much teeth Council wanted this ordinance to have. He explained he has no problem with issuing warnings first but the ordinance already gives 24 hours and a warning would require an additional 24 hours before a citation is issued. Solicitor Fiore replied we can attempt to enforce the ordinance in affect utilizing some discretion. It is done in other towns and it has to be tested with the cooperation of the court. He spoke of people cited claiming selected enforcement was used and explained that cannot be utilized in defense to an ordinance violation. He explained when he was prosecutor in Clayton 50 to 60 people were cited and came to court. It was explained to them that the first offense/first conviction was a \$25.00 fine and the municipality not shoveling their sidewalks or being elderly was not a defense, as the ordinance is there for compelling health and safety reasons. The judge was in agreement with that and everyone paid a \$25.00 fine plus court costs with the exception of one person. He explained fines are sometimes suspended and the court costs are just charged. He noted that happened in Clayton for two years but the message got around and now the sidewalks are shoveled and there were none this year so far. Mr. Fiore suggested using some discretion in senior developments to prevent the elderly from being victims of this type of prosecution. Director Smart explained the only areas we would react to are those where complaints have been received. Dan Kozak noted there could be issues in senior developments if someone falls and breaks a hip on a sidewalk that was not cleared. Cncl. DiLucia noted there will be no problem in Holiday City because he is going to insist the contractor remove the sidewalk snow even if it costs more money if this ordinance is going to be enforced. He noted if the ordinance is not going to be enforced, then he would not suggest they spend the money

**MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011**

F.) MATTERS FOR DISCUSSION (cont'd)

because according to the snow removal contract they signed, they pay by the inch. **Cncl. Bryson** requested the ordinance also include language prohibiting people from pushing their driveway snow back into the street because that is also dangerous. Chief Pontano advised during the last snowstorm he had instructed all of his men to stop anybody from doing that on all roadways not just local roads. He noted sometimes it is hard to catch them but they are told to cease and desist or they will be cited. **Cncl. Sebastian** requested Chief Pontano e-mail the Solicitor his proposed changes to Chapter 249 so a draft ordinance could be prepared for review at a future Ordinance Committee Meeting. Solicitor Fiore recommended putting a notice about the snow removal regulations on the township website. Director Smart indicated that was discussed and it has been put on the sign at the Pfeiffer Center, the Library and the Fire Substation on Rt. 322. Mr. Smart noted a number people including Fred Weikel and George Reitz discussed which direction to go on this issue to try to be fair with everyone within the township. He explained Chief Pontano, the Mayor and Fred fielded calls on this and have wasted four days of their time in something that has no resolution because the snow is still there due to the cold weather. He noted this issue needs to be ended and maybe by enforcing the ordinance for a couple of years this matter will be resolved. He noted the changes being requested will help in the areas of the township that need help and if no complaints are received from Holiday City or other areas such as the lakes no one from the township will go there. Mr. Kozak questioned whether Council wanted him to include the current fines on the notice he is distributing. **Cncl. Sebastian** indicated it could be included as the ordinance is currently in effect. Chief Pontano explained during the meetings held regarding this issue a question arose about who is the actual person to enforce the ordinance. He noted he was under the impression that this was a code enforcement issue, not a Police Department one; but, since there are only two people in Code Enforcement the Police Department, even though their manpower is down as well, could help take care of the violators. Dan Kozak noted he is not authorized to write summons. Solicitor Fiore advised only Fred Weikel can write summons, as he is the certified Zoning Officer.

G.) OLD BUSINESS

Cncl. Walter Bryson referred to discussions that took place at a previous meeting regarding the right hand lane on the corner of Corkery Lane and the Black Horse Pike. He noted during that discussion it appeared that turn was the responsibility of the County but today the Clerk forwarded an e-mail to Council that said it is the responsibility of the State. **Cncl. Sebastian** explained the right hand turn in front of the WAWA going from the Black Horse Pike onto Corkery Lane is a State right-of-way and is the responsibility of the state and across the Black Horse Pike Corkery Lane is a township road from the pike to Malaga Road; that is not a county road. When the development on that side of the pike was proposed the Planning Board had requested a right-turn lane to be put in on the township road. That was done but the State will not allow that turn onto the State highway and will not allow them to finish that right-hand turn lane, which is why the barrels and cones are there. **Solicitor Fiore** advised the developer should be contacted to remove that right-hand turn lane, as it is his responsibility to remove it since he installed it. **Cncl. Sebastian** noted it was not approved by the DOT but it was approved by the Planning Board. He felt the developer should finish the

**MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011**

G.) OLD BUSINESS (cont'd)

right-hand turn lane and put barrels at the end to prevent car from going off the cliff on the side of the road. **Cncl. Frank Caligiuri** indicated the developer is responsible for obtaining outside agency approval so he is still responsible because the local approval was conditional upon outside agency approval. **Cncl. Sebastian** added the agency approval is not for the installation only to allow approval for a right turn onto the State highway. The State cannot stop the turn lane from being finished because it's on township property but they can stop right hand turns onto the pike so barricades would need to be installed until DOT approvals are received. **Solicitor Fiore** felt the reason the State would not allow that right hand turn lane was because there is not enough reaction time for vehicles coming from the Corkery Lane direction and that could be resolved by making the traffic light a delayed green on both sides. **Business Administrator, Kevin Heydel** added there is also not an egress lane for traffic coming up the Black Horse Pike so vehicles are pulling out right in front of traffic. The answer to that was no turn on red but the State had some other issues about traffic coming the other way. **Cncl. Bryson** questioned whether there was any type of waiver we could get. **Mr. Fiore** felt we would never get a waiver but we might get delayed greens. **Cncl. Sebastian** suggested the township keep requesting it from the DOT. **Solicitor Fiore** suggested contacting Senator Madden's office to get it straightened out. **Cncl. Dan Teefy** questioned why the developer stated this without DOT approval and whether he could be requested to put the road back the way it was without the right hand turn lane. **Cncl. Sebastian** noted he had the approval of the Planning Board, which has control over township streets. The BA noted they went ahead assuming they would receive DOT approval. **Cncl. Bryson** noted he would contact Senator Madden regarding this matter.

• **Digital Signage**

Cncl. William Sebastian spoke of Council receiving in their packets an article from The New Jersey Planner magazine regarding zoning solutions for digital signage. The article addresses the need for municipalities to have an ordinance in effect to either control, limit or avoid putting up digital signs depending upon what the community wants to do. The article gives six points that should be considered such as the message duration, the size of the lettering and automatic dimming to regulate brightness, intensity and glare. It also refers to different studies that took place in regards to safety issues for people reading the scrolling signs while driving down the road. This article also addresses digital billboards, which are like large TV screens and it indicates if an ordinance is adopted it must state the purpose that clearly and narrowly articulates the intent of digital signage prohibition or limitation. **Cncl. Caligiuri** noted that issue is covered under Chapter 175 and he questioned whether that would be changed. **Cncl. Sebastian** noted digital signs are not included in Chapter 175. He spoke of having conversations regarding the flashing/scrolling signs over the years with the zoning officer who now realizes they are covered by the ordinance and everyone needs to go before the Zoning Board for approval. Since the Zoning Board is now dictating what the municipality will look like **Cncl. Sebastian** felt Council should regulate those signs in the form of an ordinance so when one goes before the Zoning Board it would be for a deviation from the ordinance. He noted many businesses along the pike have those signs and now **Mr. Matese** put one up on Main Street. **Cncl. Sebastian** noted **Mr. Weikel** will be sending a letter to **Mr. Matese** because he went to the Zoning Board twice to pull applications but never filled them out and went ahead

MINUTES
ORDINANCE COMMITTEE MEETING
TOWNSHIP OF MONROE
FEBRUARY 2, 2011

G.) OLD BUSINESS (cont'd)

and installed a sign that is only half working. Cncl. Sebastian noted the article also recommends designating specific areas for these signs through the municipal master plan and it also says the ordinance should include language dealing with public notifications for things such as Amber Alerts. Cncl. Sebastian requested Council read the article prior to the next Ordinance Committee Meeting to see if they would like to put regulations in place for those types of signs.

H.) NEW BUSINESS

- **School District Computers**

Cncl. Rich DiLucia spoke of being contacted by the school district to see if the township would be interested in any of the six year old computers they are replacing. If the township does not want them they would be sold or auctioned off for revenue. He questioned whether Council would like to have one for their office, as they are good to access the internet or for word processing. **Business Administrator, Kevin Heydel** indicated Council offices are not wired for the internet. Cncl. DiLucia noted he would advise the school district the township is not interested in the computers.


- **Peddling and Soliciting**

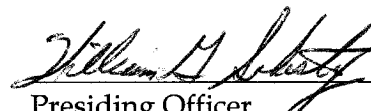
Dan Kozak questioned whether the Solicitor could draft the amendment to the Peddling and Soliciting ordinance for the March Ordinance Committee Meeting because summer is coming and vendors will be trying to come to the township. Cncl. Sebastian requested the Solicitor to put that on his agenda.

I.) ADJOURNMENT

With nothing further to discuss Cncl. Rich DiLucia made a motion to adjourn the Ordinance Committee Meeting of February 2, 2011. The motion was seconded by Cncl. Marvin Dilks and unanimously approved by all members of Council in attendance.

Respectfully submitted,


Sharon Wright, RMC
Deputy Clerk


Presiding Officer

These minutes were prepared from excerpts of the recorded proceedings and the hand written notes of the Ordinance Committee Meeting of February 2, 2011 and serve as only a synopsis of the proceedings. That official recording may be heard in the Office of the Township Clerk upon proper notification pursuant to the Open Public Records Law.

Approved as submitted SW Date 3/2/11
Approved as corrected _____ Date _____