

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

A.) OPENING CEREMONIES & ROLL CALL

The regular scheduled Work Session Meeting of the Monroe Township Council was called to order by **Council President Frank J. Caligiuri** at approximately **7:02 PM** in the Conference Room on the first floor of the Municipal Complex, located at 125 Virginia Avenue, Williamstown, New Jersey.

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

SALUTE TO OUR FLAG – **Cncl. Bryson** led the Assembly in the Salute to Our Flag.

ROLL CALL OF PUBLIC OFFICIALS

Cncl. Walter Bryson	Present	
Cncl. Marvin Dilks	Present	
Cncl. Rich DiLucia	Present	
Cncl. Bob Heffner	Present	
Cncl. Bart McIlvaine	Present	
Cncl. Cody Miller	Present	
Cncl. Pres., Frank Caligiuri	Present	
Mayor, Daniel Teefy		Excused
Business Admin., Kevin Heydel	Present	(Arrived 7:05PM)
Solicitor, Charles Fiore	Present	
Engineer, Kathryn Cornforth, ARH	Present	
Dir. of Public Safety, Jim Smart	Present	
Dir. of Code Enforcement, George Reitz	Present	
Dir. of Public Works, Bob Avis	Present	
Deputy Mayor, Andy Potopchuk		Excused
Municipal Clerk, Susan McCormick	Present	

B.) MATTERS FOR DISCUSSION

- **“Memorandum of Agreement”**
Monroe Township Police Officers Association

Cncl. Pres., Caligiuri noted he was approached by Cncl. Heffner to discuss this matter. **Cncl. Heffner** then explained he had excused himself from the Administration Committee Meeting who met to review the proposed MOA with **Cncl. DiLucia** filling his position on the committee. He noted it was not moved forward after the meeting however the Clerk did have a resolution prepared in the event the matter was moved forward at the work session. He added he sent an email out to inquire if anyone had comments or questions prior to the committee meeting, noting both **Cncl. DiLucia** and **Cncl. Miller** attended the meeting **Cncl. Pres., Caligiuri** was unable to attend that committee meeting but polled

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

council members on what their pleasure was with regard to moving the MOA forward for action at the Regular Council Meeting. Cncl. DiLucia indicated he had no questions, however if anyone else does he would say do not move it forward. Cncl. Miller was in favor of moving it forward if there were no questions or concerns relating to the proposed MOA. Cncl. DiLucia indicated that in all fairness, as Mr. Heydel was not yet in attendance, and although I don't have any questions about the contract there are a lot of questions pertaining to the insurance and I don't even know if that is something that is part of the contract, although the police did agree to it. He continued and noted the language in the stipulation of agreement is basically pretty ambiguous as it contains the wording when "practicable". **Cncl. Pres., Caligiuri** felt this was a good opportunity to discuss the matter just in case we can come up with a consensus. **Cncl. DiLucia** then explained that both he and Cody attended the meeting and he was prepared to make a report on it with Cncl. Miller saying he was also.

Cncl. DiLucia then commented on the stipulation of agreement and how it was so poorly written. He inquired if a lawyer had written it and at that time the Clerk proceeded to distribute a copy of the draft resolution as well as a copy of the MOA, which had been previously copied to all members of council. At that time (7:05PM) Mr. Heydel was in attendance. **Cncl. Pres., Caligiuri** then explained that we were entertaining a vote on whether or not to move the draft resolution this evening and Cncl. DiLucia had some concerns. **Cncl. DiLucia** then noted he was going to make some observations and then leave it up to everyone to make their own decision. He referred to the first paragraph in the MOA "The Township of Monroe and the Police Officers Association, subject to ratification and approval, hereby agree to resolve all issues at dispute at mediation as follows:" He did not understand how we have a stipulation of agreement giving jurisdiction to a mediator, in the event there is a dispute over this. I mean a stipulation of agreement is supposed to be the bridge between the old contract and the new contract. So when you sign a stipulation of agreement it is only supposed to represent those things that are going to change in the present collective bargaining agreement. So when you agree to this you are actually agreeing to a contract. Now if there is a dispute over any of these things you agree to all the mediator can do is sit down, he can't make a decision and even if he was subpoenaed to an arbitration, he won't even testify. **Cncl. Pres., Caligiuri** questioned Solicitor Fiore, if it were subject to review by the mediator are we subject to the mediator's decision. Mr. Fiore responded, it is not clear in the MOA, and I don't know what the intentions were as I was not involved in negotiations. He questioned Mr. Heydel on what the intent was. **Business Administrator, Kevin Heydel** explained we went to mediation and these were the issues we resolved at mediation. Mr. Fiore questioned if there were other unresolved issues in the contract. Mr. Heydel noted the unresolved issues are some specific language changes for example the disciplinary process in the current contract does not conform to AG guidelines nor does it conform to Civil Service guidelines so there are language changes that have to be made in the contract. Solicitor Fiore explained that is not subject to negotiation that is something that is the black letter of the law and it has to be adjusted. **Cncl. Pres., Caligiuri** questioned if the original intent of the agreement, as it stands is what we are voting on? The response was yes. Mr. Heydel pointed out these are the financial points of the agreement and we are all aware of the language changes that have to be made. **Cncl. Pres., Caligiuri** noted the

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

intent and substance of the contract is not subject to change without council's review, is that correct? Mr. Heydel responded, right. **Cncl. DiLucia** then noted when you sit down to negotiations, which they did, and you draw up a stipulation of agreement and you sign it subject to ratification (*which we did not*) and that is the other thing our side never signed this however the police did sign it but nobody ever signed it for us. Now that is just a technicality and he did not know how they ever agreed to leave the table without us (*township*) signing. He explained you sign the stipulation of agreement that says you agree to this subject to approval by council, approval of police membership, and whatever. That should be spelled out in this agreement. He continued, the signing of a stipulation of agreement is only saying that the sides agree that this is what they agreed to but nothing is binding until it is ratified. **Cncl. DiLucia** advised he was only pointing out what he thought was a poorly written document on the part of our legal representatives. Mr. Heydel noted that our legal representative did not write this document it was written by the mediator as we went through every point during the mediation. **Cncl. DiLucia** noted well then it is a poor representation by him because this document is ambiguous, I said that the other night (*committee meeting*) and I will point out where it is. Again, this is a legal document but it is a bridge, so you have your 2014 contract that expired December 31, 2014. When you agree to this it is saying these are only changes that will be implemented into the new contract for the next three years. It becomes a legal document and you sign it subject to ratification by the respective parties, and even that is not spelled out. He spoke on the process that we are into tonight is that we are supposed to review this document and either approve or reject it. Apparently, they (*police*) have already approved it. Another thing **Cncl. DiLucia** raised at the committee meeting was Item #4 "*The parties agree to change in health benefits to the SHBP Direct 10 Plan, effective as soon as practicable*". This binds both parties, this isn't just when we think it is practicable it is when the other side also thinks it is practicable. Six months or four months from now they could say, we are not moving it is not practicable for us to move. That is a word that should have never been used in a contract so to me they didn't agree to anything because all they have to do is say it is not practicable. Now the point I am raising about a mediator is, let's say they do that, and this apparently is a big point in the contract, and they turn around and say no we didn't agree to it, it's not practicable. Then the mediator doesn't resolve the word "*practicable*" he can't it is not within his power. He can sit down and say, well I thought this is what it meant, my notes indicate this is what it meant, but he has no enforcement power. A mediator is a mediator, it would then have to go to arbitration to arbitrate this issue. If you approve this now, I don't think you are approving anything in terms of the health insurance. **Cncl. DiLucia** felt it leaves open for a legal challenge that they will win because the arbitrator is going to say with the word practicable they have a right to say it is not practicable for them. If you come from a perspective that this is our document that is wrong, it is both sides and every word in there applies to both sides. Now, that is the major problem I have with the agreement, the mediator is not effective at this point. If there is a dispute as to the meaning of this contract/agreement he can't resolve it, only an arbitrator can and that would be where you would have to go if there was a dispute with this document. A mediator can only sit there and say well I think I remember it this way but if the other party says no that is not what we agreed to he has no enforcement power.

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

Cncl. Pres., Caligiuri questioned the solicitor, if we came upon an issue that we could not mediate between the two parties does that make the contract, in essence, voidable? **Mr. Fiore** responded that he did not mean to give a qualified answer but in reading all four corners of this document, it would appear as though the mediator was involved in items 1 through 7, if you look at item #4 (*as referenced above*) it sounds as if they are going directly to the Direct 10 plan, although there is a multitude of plans under the SHBP but everyone in the police department has looked at the Direct 10 plan. Mr. Heydel indicated that was correct. Mr. Fiore felt the only thing in dispute was the wording *effective as soon as practicable*. Administration is going to say you are going into the plan it is just a matter of when and Rich's point is they (*police*) may disagree as to maybe the plan.

Cncl. DiLucia then noted they do have a right to disagree as individuals, I don't believe that the bargaining representative can dictate which plan an individual has to take. **Mr. Fiore** added without giving them all the options. Cncl. DiLucia continued and noted the problem I have is that we agreed to a sentence that has no enforcement. He explained for example, if I negotiate for the police and later on my membership finds out what this plan is about and they say we don't want it and we're not going to go to the Direct 10 plan because it is not practicable for us to do this. The word "*practicable*" is wrong to use in a legal document. Practicable is defined in the dictionary as one's belief. The solicitor noted this is a gray area. Cncl. DiLucia again noted that is one of the reasons why I questioned if an attorney wrote this. With Mr. Heydel advising the mediator wrote it, I can begin to understand a little bit that he is a mediator but we have an attorney and an attorney would never let a document such as this go through. He then noted what I am really saying is, I am trying to protect us because later on when you go to negotiate with the other bargaining units and everything is set, and then all of a sudden one of them says it is not practicable for us. For the purposes of joining in the SHBP, it is all or nobody. So, if you can't get them to go with the Direct 10 plan, by the time you go through an arbitration it's going to be a year from now and you will lose all the opportunity to save money, if there is a money saving out there. I understand there must be some backlash because even the email sent regarding the representative from the SHBP coming in to explain the plan (*September 28th*) there must be people that are starting to question the plan itself. He also explained that all these collective bargaining agreements have provisions in them that requires us to negotiate a change of plan. This is unlike what we did before and that was to say it is equal or better and we are going, this plan is not equal or better and you just can't go. You need an agreement from all the unions as there are three collective bargaining units and you need to agree with all of them before you can move.

Cncl. DiLucia then noted he sees some real danger and I raised this at the committee meeting, that being he has a problem with the economic settlement as this is unsustainable. There is about a half a million dollars in wage increases for this group of 64 police officers for one year. When you take a look at the insurance and the pension benefits we are between 9 to 10 million dollars in costs in a \$38 million dollar budget, 25% of our cost is going for 64 employees. He added that he did not have a problem with the employees who are making it because it was there already and that is their wage and I am not saying you should take those away, what I am saying is that in the budget process we have to start creating a different

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

structure for new people coming in. Not talking about anyone who is on the current payroll, including those now in school. Cncl. DiLucia noted that he took a look at the numbers and he never did before, quite honestly I should have but I would be advised it was a certain percentage increase and like everyone else I authorized it. If you take a look at a starting police officer in 7 years they go from \$39,000 to almost \$80,000 which is a 10% plus increase annually. We cannot sustain that, not only can't you sustain it but it is not fair to the other employees. Now I said the other night with both the Mayor and Kevin there that when we went into these negotiations we should have insisted that they negotiate some kind of a structure for people who are not here yet as that would reduce our on-going costs, so at least at some point in the future we can start scaling back. Cncl. DiLucia advised if you continue in this direction you are going to wind up like Camden, you will not be able to pay the police force. Again, I know people will probably misinterpret this and misinterpret my intentions but I have negotiated a lot of contracts and I tell you this one is unsustainable. If you have a \$38-\$39 million dollar budget and you take almost \$9 to \$10 million dollars of that, qualifying the numbers as he noted had did not have the access to be able to finite the numbers, it is almost 25% of our budget for 64 employees.

Cncl. Heffner then noted his big issue is with the health benefits because he thought the mediator was supposed to make a decision as to certain parts, he did not know how a mediator could make a decision on something neither party has agreed to yet. The way he read this (*MOA*) is we can agree to this thing but then if the police department doesn't agree to the health plan what is the mediator going to mediate. **Cncl. DiLucia** explained he can mediate but he can't make a decision or force either party to do anything. The point he was trying to make was if the language were clearer then you wouldn't have to worry about invoking a mediator. He continued and noted the problem that he has is the language is so ambiguous with the word *practicable*. If January 1st comes and the police department says, it is not practicable for us to move now, how are you going to win that in arbitration? It is impossible.

Business Administrator, Kevin Heydel advised of the initial demands for the Police Officers Association, that being a five year deal at 5% per year, to either freeze or start reducing their premium payments and they wanted to add percentages to their longevity. We came back a second time and placed our demands on the table, nothing, nothing and nothing. Finally we sat down and not getting anywhere their lawyer suggested, I believe we should go to mediation. The reason why their lawyer suggested mediation is because he knew that their demands were outrageous. The mediator comes in and this is where we start negotiating back and forth. Mr. Heydel continued and noted that Rich (*DiLucia*) has alluded to the fact that they are getting so many increases every year. A police officer will tell you I face the same danger as a patrolman for three years as the one that is a patrolman for ten or fifteen. He went on to explain this is a step process and noted that the top step, before the last contract, was after three years. The top step now is after ten years, so we did make progress. Referring to the proposed agreement, we still have ten steps but we froze the steps for the first year, the second year it goes up 4½% and they are frozen in the third year. This is where the negotiation comes in because the biggest thing is with the SHBP because this is where I can see the biggest savings. He went on to explain that it is not easy to sit there in

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

negotiations and freeze steps and he did agree that we should get to a different salary scale however we are not going to get it in this contract but we can work on it in the next contract because in this agreement again the big thing was moving to the SHBP. Mr. Heydel noted he was proud that we were able to do that. He added to come in and think that we will start them off at \$39,000.00 and give them a 3% or 4% increase and have it 20 years to get to the top step, well good luck with that because you will be the trend-setter for the State of New Jersey.

Cncl. Bryson questioned who is going to pay for this ultimately? He noted when we were talking about this you (*Heydel*) were going to go out and do something about those steps and the amount of increase each year. Mr. Heydel responded, we did, and we froze them in year one and at year three. **Cncl. Bryson** noted you may have frozen them but you did not bring them down to a reasonable level. Mr. Heydel questioned **Cncl. Bryson** on what a reasonable level is, you tell a police officer how much he should be making at 5, 6, 7 and 8 years. **Cncl. Bryson** then noted since 2007 when we had our economic downfall, how much do you think the outside industry got and how much do you think our taxpayers got every year. Do you think that senior citizens can afford that kind of increase every year, I don't. He felt it was Mr. Heydel's responsibility, as the Business Manager, to sit down with those people and if you have to say no, say no. **Cncl. Bryson** noted he felt you could come up with something reasonable, in between. As far as he was concerned, those steps look exactly the same as what they were before. At that time there was some heated discussion.

Cncl. DiLucia noted he knows this is an emotional issue but getting back to what he said, I didn't suggest that any police officer who is on the roles now get anything less than they would have gotten or they did get. What I said clearly, and I said it before and I'll say it again, we can't continue to have this thing rolling and rolling and rolling. That contract costs an average of 8% or 9% on a \$6 or \$7½ million dollar cost. When you are talking about 8% or 9% on \$7 million dollars in salaries, you are talking about a hell of a lot of money. What I suggested was, for people that were not hired yet that those scales be re-addressed, instead of 10% and 11% annual increases that they are scaled down. **Cncl. DiLucia** noted that is what negotiations are all about and let me tell you something Kevin, they won't go to arbitration on these issues because the arbitrator is duty bound to hold it at 2%. They are not going to arbitration and they know they're not. That approach (*as referenced above*) wouldn't have taken away one cent from any police officer that is working for this township, it would have just started a new culture that is going to have to happen, whether it happens this year, next year or the following year and I will put on the record that this is unsustainable, this will bankrupt this town. Nobody wants to face it but that is the truth, you know it and I know it. Maybe I won't be here or you won't be here but this town will be here and it is unsustainable. When you take the cost going up 9% or 10% per year on \$7½ million dollars it don't take long to go over the cliff because you are not going to be able to get new money in at 10% more than you had last year. We are lucky we can get any money in more than we did last year and the only place to go is the taxpayer. Again, what I said was this would be a great opportunity and any labor lawyer would know it because first of all, the police officers would have been in here negotiating for their members and you would have been talking about people that have not been hired yet and those officers understand what is

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

going on in the State of New Jersey and in the world. You just cannot substantiate increases such as this to continue. Cncl. DiLucia went on adding that it may sound difficult however when I hear there were two (2) negotiations held and they were very difficult negotiations, I have been in negotiations that lasted 50 hours and they were real negotiations, this was not real negotiation. You know that if this were to come to a point where there was a standstill and it went to fact-finding and then arbitration they had about as much chance of getting 10% as fly. They knew that, their lawyer knows it, I know it and you should know it. Now, again just so I make the record clear, I am not suggesting that any police officer get less then what they got in this contract. All I am suggesting is, and they should hear it, that they have to start recognizing that we can't continue to give 10% annual increases out to police officers, you just can't do it.

Cncl. Pres., Caligiuri questioned Mr. Heydel on how these salaries compared to other towns. **Mr. Heydel** responded that we are at or a little below. We are below Winslow Washington Township and Glassboro. They have done basically the same thing that we have done, we actually followed their trend and went from a three year maximum into a ten year max. This is the same format and structure that is built into the system throughout the State of New Jersey police departments.

Cncl. Bryson noted that he would concur with what Rich (*DiLucia*) was saying because I thought I had conversations that this was going to change a bit. I agree with Rich this would not affect the current officers, it would only affect new hires. He spoke on a comment made by Mr. Heydel regarding trend setting. Yes, we do want to be trend setting and we want to be because people can't afford to live in this state anymore just because of what you just said, that being, we have to match Washington Township. Mr. Heydel responded, I was not saying we have to match Washington Township, Cncl. Pres., Caligiuri asked me a question and I said where we are in conjunction with others. I did not say we have to match. Cncl. Bryson then noted I represent the taxpayers and I know that there are two things happening in this state, one is that we have a flight, we have people leaving New Jersey and the reason they are leaving is due to the cost associated with living here, the costs are way too much and most of them come from government costs. Another reason is that the senior citizens in New Jersey are getting nowhere near these increases. Mr. Heydel advised that he is very much aware of this, he has been doing this particular job for over twelve years and I have saved this town millions upon millions of dollars. I know what the culture is out there, I know what the private sector is getting out there but this is not the private sector, unfortunately. We are in an environment where everybody is entitled and I have been battling that entitlement mentality for twelve years. I have been picking away and picking away at these contracts. He then added that he received good advice from someone that is, you are not going to be able to get the whole ball of wax, you take one crumb at a time, crumbs add up to a slice of bread, a slice of bread adds up to a loaf of bread. This is exactly the way we approach it and we have been successful. Does it take time? Yes, it does. If you want to go ahead and do whatever, vote the contract down, it is no skin off my back. **Cncl. Bryson** once again noted we should be trend-setting and he felt this contract, the way it is, is unsustainable, period. That is something all the taxpayers should know. I personally think there is a better way and there has to be another way to do it.

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

B.) MATTERS FOR DISCUSSION (cont'd)

Cncl. DiLucia again stated that his proposal was and what he still feels is that you do a little at a time because you are going to have to cross that bridge at some point in time, and now is the right time. You will never have a better time or be in a better bargaining position than you were this year because there is now a law that says that arbitrators can't give an increase above 2% or 2½%. If we had gone into these negotiations and I had discussions with Kevin before on this, granted I am not the negotiator nor will I negotiate it but what I said is that you should go in there and try to create a tier for people who are not here yet so that we begin the process where we minimize these increases as attrition is created. **Cncl. Pres., Caligiuri** noted he was being impartial here and he didn't know if it was possible to do this because I think there is a certain price tag for an officer and **Cncl. DiLucia** responded yes, and that price is \$39,000. **Cncl. DiLucia** noted a new officer right now, and I don't have a problem with a new officer getting it right now, in seven years his salary more than doubles and the rule of seven is that 10% they are over 10% annual increases. There is something wrong with that, if you are going to continue that into this contract and the next contract at some point in time you will not be able to sustain it. Between the health care costs and the pension costs that are rising I am telling you, you are at almost \$10 million costs for 64 police. **Cncl. Pres., Caligiuri** again noted, I don't know what police protection costs in the towns. **Cncl. DiLucia** then emphasized, not only is it unfair to the taxpayers, it is not fair to the other employees. When the other employees are looking at 2½% and 3% increases or whatever they are going to get to know that other people are getting 10% is not fair. It is just not fair and I can't vote for it.

Cncl. Pres., Caligiuri indicated that he would agree with you (*DiLucia*) on that. He then questioned Mr. Heydel if it was true that an arbitrator has to hold them to 2½%. Mr. Heydel responded, yes. He then questioned just what we were agreeing to. Mr. Heydel advised that in this contract we agreed to 2.5% on those officers not in the steps, those in the steps get what they did for the first year and that step does not increase with the cost of living. It increases in the second year and then it is frozen again in the third year. They keep going through their steps but only in the second year does the rate go up on the steps.

Cncl. Pres., Caligiuri questioned council members on whether or not they would like to move this matter (*MOA, Resolution*) forward for approval at the Regular Council Meeting. He then polled council members individually:

Bryson - no, McIlvaine - yes, Heffner - no, Miller - yes, DiLucia - no, Dilks - yes,
Cncl. Pres., Caligiuri - yes.

It was the concensus of council to move the resolution forward for approval. It was noted for the record this would be numbered Resolution **R:143-2015** *Resolution Of The Township Council Of The Township Of Monroe Authorizing The Mayor To Execute A Memorandum of Agreement Between The Township Of Monroe And The Monroe Township Police Officers Association.*

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

C.) PUBLIC PORTION

Cncl. Miller made a motion to open the Public Portion. The motion was seconded by **Cncl. Heffner** and unanimously approved by all members of Council. With no one wishing to address council **Cncl. Miller** made a motion to close the Public Portion. The motion was seconded by **Cncl. Dilks** and unanimously approved by all members of Council.

D.) NEW BUSINESS

Cncl. Miller spoke on the demolition of the old library building (*Main Street*) and if there was any further information. **Business Administrator, Kevin Heydel** noted that he spoke with the Mayor on this and somebody will have to go in there initially before anything is done. He will be speaking with Engineer, Chris Rehmann on this as it may not be just a question of demolishing the structure. **Cncl. Dilks** posed a question on the process to be done prior to the demolition. Mr. Heydel responded, what must be done is an environmental assessment/survey. **Cncl. Heffner** noted we can put it out to bid and let the contractor make that decision. The contractor would come in look at the building and then he decides what he wants to do and we really are not obligated to do anything other than put it out to bid. If he says it needs work prior that would be on the contractor. The solicitor clarified the bidding process.

E.) OLD BUSINESS

Cncl. DiLucia questioned the solicitor if he had anything to report back on the questions posed with regard to the Nepotism ordinance. Mr. Fiore noted that to date he has not had a response back from the state. Mr. Fiore then spoke with regard to a correspondence sent from Brown & Connery regarding the bus driver position. **Cncl. DiLucia** then advised that he contacted the Civil Service Commission and their response was that they do not interfere with that, if you have a Nepotism policy it is up to you. If you pass by someone the Supreme Court ruled they have no jurisdiction. He requested that Mr. Fiore advise Brown & Connery that he received conflicting information from Civil Service. Mr. Fiore noted he actually went so far as to send a letter to the Local Finance Board, which deals with ethical situations such as this. He added that he has dealt with governmental agencies in the past and usually they always defer to local government. **Cncl. DiLucia** noted when he contacted civil service he spoke directly to an attorney and what the attorney said was, that is not something that civil service has jurisdiction over and there are reasons why you can remove somebody and to bypass somebody is strictly up to the municipality and he said, in this case, they were only asked for 12 applicants. If we had to bypass somebody because of local ordinance that would not have interfered with that. Solicitor Fiore noted that he disagreed. **Cncl. Bryson** questioned the solicitor if there was a separate letter pertaining to the bus driver position. Mr. Fiore noted that it wasn't sent directly to him and Mr. Heydel advised it had been sent to his attention, he will email this information to all of council.

F.) COMMITTEE REPORTS - None

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED

Cncl. Bryson requested an explanation on Resolution **R:141-2015** *Requesting Approval Of The Director Of The Division Of Local Government Services To Establish A Dedicated Trust By Rider For Public Relations-Police Department Donations.* **Business Administrator, Kevin Heydel** explained this goes along with a resolution passed previously allowing for contributions to the K-9 unit. The solicitor explained there are certain items that can only pass through on dedicated line item and that is one that must be in order for it to be earmarked toward K-9 and other organizations the police are involved with.

H.) QUESTIONS REGARDING ORDINANCES SCHEDULED

Cncl. Bryson questioned the location of the street referred to in **O:30-2015** *An Ordinance Of The Township Council Of The Township Of Monroe To Amend O:25-99 Vacating And Extinguishing All Public Rights In And To A Certain Dedicated Public Street Or Roadway In The Township Of Monroe, County Of Gloucester, State Of New Jersey To Wit; A Portion Of A Certain Unimproved And Dedicated Road Known As Madrone Avenue And Reserving Any Easements Currently Held By The Township And Other Persons/Entities And Transferring An Equal Portion Of The Vacated Street To Block 3704, Lot 20 And Block 3704, Lot 21.*

Solicitor Fiore advised it was in the East Woods development off of Buckhorn Drive. He explained preliminary and final approval was given to a subdivision to the right of that as there is an empty field behind there and as part of the Planning Board Resolution of Approval there was a requirement that the street be vacated. It was a little feeder street off of Buckhorn, this is correcting something done previously.

Cncl. Bryson then questioned if the capital items contained within this ordinance have remained the same. Mr. Heydel responded, yes. Ordinance **O:33-2015** *Bond Ordinance Authorizing The Acquisition Of Various Pieces Of Equipment And Completion Of Various Capital Improvements In And For The Township Of Monroe, County Of Gloucester, New Jersey; Appropriating The Sum Of \$1,310,000 Therefor; Authorizing The Issuance Of General Obligation Bonds Or Bond Anticipation Notes Of The Township Of Monroe, County Of Gloucester, New Jersey, In The Aggregate Principal Amount Of Up To \$1,244,500; Making Certain Determinations And Covenants; And Authorizing Certain Related Actions In Connection With The Foregoing.*

Cncl. Pres., Caligiuri requested a motion to bracket Resolutions R:140-142. **Cncl. Miller** made a motion to bracket Resolutions R:140-2015 thru R:142-2015. The motion was seconded by **Cncl. Heffner** and unanimously approved by council members.

Director of Public Safety, Jim Smart updated council on the status of the road closings and repairs throughout the township. Mr. Heydel advised that starting Monday, September 21st a portion of Blue Bell Road will be closed for bridge modifications.

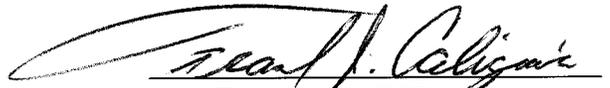
**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
SEPTEMBER 14, 2015**

I.) ADJOURNMENT

Cncl. Miller made a motion to adjourn the Council Work Session of September 14, 2015. The motion was seconded by **Cncl. Dilks** and was unanimously approved by all members of Council.

Respectfully submitted,


**Susan McCormick, RMC
Municipal Clerk**


Presiding Officer

These minutes were prepared from the tape-recorded proceedings and the hand written notes of the Council Work Session of September 14, 2015 and serves only as a synopsis of the proceedings. Portions of the official tape may be heard in the Office of the Township Clerk upon proper notification pursuant to the Open Public Records Law.

Approved as submitted AMJ Date 9/28/15
Approved as corrected _____ Date _____