

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 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 **7:05 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. Dilks 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	Present	
Business Admin., Kevin Heydel	Present	(Arrived 7:10PM)
Solicitor, Charles Fiore	Present	
Engineer, Chris Rehmann, ARH	Present	
Dir. of Public Safety, Jim Smart	Present	
Dir. of Code Enforcement, George Reitz	Present	
Deputy Mayor, Andy Potopchuk	Present	
Municipal Clerk, Susan McCormick	Present	

**B.) MATTERS FOR DISCUSSION**

**Solicitor Charles Fiore** updated council members on the Amberleigh (*Village Townhomes at Amberleigh & Garden Villas*) bonding issues indicating there was a tentative resolution on it. He further explained there are two bonds involved, one being the remaining items of the dead trees and the drainage issue and we have calculated that to be about \$16,000.00, even though quite candidly, that is not covered on the bond they have agreed to come up with money for that and there is about some \$20,000.00 for the trees. So it would be approximately \$30,000.00 toward the one bond and the remaining bond dealing with the stormwater would be in the area \$75,000.00, of course the spirit of the MLUL (*Municipal Land Use Law*) is you only have to confirm that the items are in the ground not necessarily that they function according to design. Mr. Fiore advised he conferred with Dave Cella and Kathryn Cornforth of Adams, Rehmann & Heggan on this along with Mayor Teefy and the case is tentatively resolved at \$105,000.00 which we will either utilize the money ourselves

MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015

**B.) MATTERS FOR DISCUSSION (cont'd)**

to fix any of the problems or have the association go out and bid it or get quotes and have the association do any of the remaining work. **Cncl. Pres., Caligiuri** questioned how much was remaining on that bond. Mr. Fiore advised, on the \$1.3 million, about \$500,000.00 as they did some of the work on the basin. They had installed the other items including roadways, curbing, sidewalks and all the bondable items are in with the exception of the trees that died and the \$75,000.00 will be like a maintenance fund for the purposes of the bond or any other remaining items that may need to be cleaned up. **Cncl. Pres., Caligiuri** questioned if the HOA had a punch list. Mr. Fiore noted the HOA's punch list consists of construction issues, siding and flashing issues and some issues with the sidewalks chipping. He added that an inspector from ARH did look at this and you can't differentiate between whether the chipping occurred as a result of the pour or whether it was a result from rock salt being spread to heavily. There are some tripping hazards, there will be some consideration given so that the association can have those fixed, but all the bondable items have been put in with the exception of again, the remaining trees, as well as the \$10,000.00 for the area between the condos and the single family homes. **Cncl. Pres., Caligiuri** then noted there is surface water discharging/condensate from all the HVAC units. Mr. Fiore noted that would be a construction item that is not going to be a bonding issue with the township; that would be regulated through some other body of law it is certainly not covered by the township. **Cncl. Pres., Caligiuri** noted that by law he thought you had to discharge the surface water through the sewer system. **Cncl. Heffner** noted that is actually the worst thing you could do as most of your high efficiency furnaces go into a condensate pump and you are not allowed to put that into a septic system or city sewer. If you are speaking on air conditioning there are no rules that say it can't go into the ground. **Solicitor Fiore** then indicated a main item that has remained open is the single family homes which are on a township basin that is controlled/maintained by the township then you have the homeowner's association basin which is basically under the control and maintenance of the HOA. If Basin B is working, Basin A is not going to function therefore at some point in time we will have some responsibility and we have talked about that. For Basin B we are going to try to enter into a separate agreement with the HOA whereby they will maintain the basin as far as cutting the grass, maintaining the fence, and those types of things. If there are issues with the functioning of the basin and we get involved with it that is what that fund will be used for. He explained at the eleventh hour what happened was (*as part of the file*) the carrier for the insurance company provided a certification from an engineer on behalf of Bill Bowman. He continued that he spoke with Kathryn Cornforth, ARH on this and a local guy named Jim Clancy who indicated that all the underwater storm recharge system (*2<sup>nd</sup> part of it*) was, in fact, in place. There was a request a while ago which was never forwarded to the township for relief from the bond before Bowman went bankrupt and before this was an issue. Mr. Fiore contacted Mr. Clancy to just confirm that it was he that certified the recharge system and that, in fact, the work had been performed. **Kathryn Cornforth** explained when they put up each individual building they were required to conform with the lot grading ordinance and we did review the plans and all the grading was approved for each individual unit. We have the plans and either the construction and/or planning office should have the approvals

MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015

**B.) MATTERS FOR DISCUSSION** *(cont'd)*

on file. There was then discussion on the basins (*Basin A-Township, Basin B-HOA*) and Mr. Fiore explained that there is a pipe underground that goes into Basin B and then B goes into the wetlands area. He noted it just doesn't make sense to have one owned by the township and one owned by the HOA.

**Cncl. McIlvaine** questioned the status of the drainage issue on Saybrook Avenue. Mr. Fiore advised he sent two letters out and finally received a response from the resident's attorney which indicated they were going to have their own engineer take a look at it. He sent a letter back indicating that if they were going to have their engineer look at it we would like to have ours (*ARH*) present. Mr. Fiore has not received a response on that request. **Engineer, Chris Rehmann** noted that we are prepared to go to bid to line the pipe to make sure the pipe is not the (*inaudible*). It is not a very expensive job, it has already been cleaned out and we have the video if their engineer would like to see it. We see no evidence of holes in the pipe but we thought to use an abundance of caution and line that pipe anyway as opposed to digging his yard up or putting equipment in there to create pressure on the ground so that if the walls of his basement are suspect we didn't want to do something that would create an issue that could be pointing toward the township. Mr. Fiore advised that he had sent a Hold Harmless Agreement indicating we would fix it but we are not admitting any liability or responsibility. He added he hasn't heard back from his attorney since sometime in October.

**Mayor Teefy** advised that the Office of Emergency Management is moving to the police department and Chief McKeown will be the new coordinator through the month of January and then we will be transitioning that responsibility over to the police department.

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

**D.) NEW BUSINESS**

**Cncl. Bryson** spoke with regard on what had transpired at the last meeting, with regard to the MMUA and how there was talk of having more discussion with them. On Friday a letter went out to a trustee (*Michael Judge, BNY Mellon Center*) and effectively when you send a letter like that you are basically accusing the MUA of misdoing. I thought we were going to sit down with them and have answers to whatever questions were still left. This puts them as well as the township in a bad light that being this is there bonding agent, if you intended to keep the rates the way they are what you should have done is basically sat down and tried to iron out what the questions are because if this does go to the bonding agent and

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

**D.) NEW BUSINESS (cont'd)**

they need to borrow more money they may have to borrow at a higher interest rate which, in effect, has an effect on the rates. **Mayor Teefy** responded that perhaps Cncl. Bryson did not understand the letter. The letter says in the agreement from 1960 (1986-1987) any monies left over, which is basically your surplus the township gets 25% of that. **Cncl. Bryson** then noted that he did read all 55 of the questions and the answers that came back from the MUA. He then questioned if there was some reason why you (*Mayor*) continue (*without any further discussions with them*) to keep going at the MUA without sitting down and talking some more, is there any reason? Mayor Teefy noted there is no reason, this is an agreement that they never paid on and they are negligent of not paying it, they should have been paying for many years. Cncl. Bryson noted it said in the 55 questions that they didn't have a surplus to give you (*township*). Mayor Teefy questioned, just where did it say that? Cncl. Bryson said there are three ways and I will show it to you they are in the responses from the MUA, you guys all got them and I am not giving to you because you are on the committee (*Heffner, Caligiuri, Miller*). I will read it to you it says, net investment in capital assets \$22 million, restricted for Bond covenants \$4.9 million, unrestricted \$4.5 million and there was a schedule and you were all given this. Everyone on the committee was given this and I do not understand what you are after. He then noted specifics included in the schedules. Again, Cncl. Bryson questioned the mayor on what was his intention and the dollar figure involved, it is \$5 million right? The mayor noted \$5.2 million. There was discussion back and forth on this, with Cncl. Bryson noting that you met at a meeting scheduled by Cncl. Pres., Caligiuri and they (*MUA*) answered more of your questions. He then noted that in his further investigation and questioning the MUA he thought they answered all your questions but obviously not. Another question posed by Cncl. Bryson was what are you guys doing talking to American Water, what is the reasoning behind that? Mayor Teefy noted the reason behind that is to get their opinion of what the situation is, I am not a water guy. Cncl. Bryson noted I have every question you gave me and I can go through those 55 questions and while I am a novice on the whole thing as far as why we are doing this but from all those questions I did not find any but about 2 that couldn't be answered and that is because they really weren't questions. Why are we doing this, why are we putting the township and the MUA in jeopardy? For what reason, what are you after Dan? Mayor Teefy responded what I am looking for are answers for the people that got high rates. At a meeting the residents asked what is your surplus, their response was \$5 million. If you are sitting on \$5 million in surplus, why are you raising the rates? Cncl. Bryson noted there are approximately 10,000 rate payers, and then questioned how many people have not gotten answers from the MUA and have they gotten their problems resolved. Mayor Teefy indicated that no, he did not feel their problems were resolved. Cncl. Bryson noted you have had one response from the MUA which was on September 24<sup>th</sup>, then you had an additional meeting facilitated by Cncl. Caligiuri where all the professionals were present and I am really curious because it just keeps continuing and if you are not going to sit down and you are not going to talk with the MUA you are not going to create harmony which we have always had with them. Under the last mayor we had harmony with the MUA, we have shared services with them. In addition

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

**D.) NEW BUSINESS (cont'd)**

we write a letter last week antagonizing and bringing the situation more to a head, when it shouldn't have to be. He spoke of a letter that was read into the record at the December 14<sup>th</sup> work session and Cncl. Bryson was curious about Mr. Reilly's situation, who claimed he had an excessive water bill and he inquired on it. Cncl. Bryson reported on what happened with this, explaining the MUA went out there and re-read the meter with the customer present (12/15/15 @ 2:30PM). It was noted to please provide toilet strips to the customer and he then noted further comments which are public record. Meter working correctly (#2158) consumer reported there was a toilet leak and that he was contacting a plumber. Meter was currently spinning ok. Cncl. Bryson noted that is the full story on that one particular matter and if you don't tell the full story, people are going to get the wrong ideas. Basically, what I am trying to do is say, let's get the questions answered by getting together again with the MUA.

**E.) OLD BUSINESS - None**

**F.) COMMITTEE REPORTS**

**Cncl. McIlvaine** reported the Towing Committee will hold a meeting on Tuesday, December 29<sup>th</sup> to review a final draft of the towing ordinance. Hopefully, we will have something to report in the near future.

**Cncl. Miller** questioned Cncl. Pres., Caligiuri as to where we are in terms of setting up another meeting with Stuart Wainberg (*Williamstown Square Redevelopment Zone*). **Cncl. Pres., Caligiuri** responded that he will follow up on this and contact him. Mayor Teefy reported that he (*Wainberg*) will be coming in on the 13<sup>th</sup> or 14<sup>th</sup> (*meeting time to be determined*) and Robin Dunn from Kernan's office will also be working with him on a better concept plan. He then explained that since this is a redevelopment zone he should be working in conjunction with the redevelopment committee to get things set up before going to the Planning Board.

**G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED - None**

**H.) QUESTIONS REGARDING ORDINANCES SCHEDULED - None**

At this time **Mayor Teefy** requested some time to respond regarding the MUA matter with respect to the surplus. The MUA really doesn't spell it out as a surplus it is a total unrestricted net position. He then read from the response the MUA forwarded pertaining to some financial aspects on the Total Unrestricted Net Position on Schedule 1 is \$4.5 million. Of that amount \$1.5 million is reserved for the debt service payment on July 1, 2015 leaving \$2.9 million unrestricted, so by that figure that would be their unrestricted, \$2.9. In the 2016 budget it asks questions in the beginning: describe the reasons for utilizing unrestricted net

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

position in your proposed annual budget i.e. rate stabilization, debt service to balance the budget, etc. If the authorities budget anticipates the use of unrestricted net position this question must be answered. So the answer is going to be \$1.5 million, right? Cncl. Bryson responded no because you were also told in that letter there are also other obligations that were due at the time and one of those obligations that wasn't committed at that time was the pension fund. There was back and forth discussion on the content of the letter received from the MUA. The mayor then continued the unrestricted net assets are not to be used to balance the 2016 budget so I would think this payment would be in there to show that you are paying \$1.5. Cncl. Bryson noted they don't know all of their costs, just like you don't know all of your costs for the year and neither do they. Mayor Teefy noted that is a problem if they don't know their costs, we go over our budget we know what our costs are. Cncl. Bryson responded, no you don't Dan, nothing is completely cast in stone. Mayor Teefy noted there is \$1.5 million that is not showing in their questions. When we sat down with the township auditor he basically said I think they lied. Cncl. Bryson questioned, who said that? The mayor responded, Nick Petroni. Cncl. Bryson then questioned why then didn't you guys get together again and say, I think they are lying because and then you could do something before you went out and did this. He noted this was ridiculous, it is poor management on your side because you are supposed to be looking out for the township and you are supposed to be looking out for the tax payers and also for the rate payers. Mayor Teefy noted, exactly, they announced they got \$5 million in surplus at the meeting. Why would their auditor say they have \$5 million in front of all those people and then the service agreement we had with them that they were paying (*I think*) in the 60's and 70's stop being paid. Cncl. Bryson questioned if he was the first mayor to ever pick this up? Let's see what the legal opinions come back and say when the council and township say we didn't even ask for that. Mayor Teefy again noted all he knows is the prior mayor did ask for it and he got some type of answer and the next thing we were getting shared services, they were doing some plowing so I think they traded off. Cncl. Bryson questioned, well why can't you work something out too. Mayor Teefy advised I want them to do what is in the agreement. Cncl. Bryson then noted when they come back with their final numbers and you sit down with them and find out what the final numbers are then maybe you will know what you are entitled to because I don't think you are entitled to \$5 million as far as what I read. The mayor noted we will let the trustee determine that.

**Cncl. DiLucia** then noted as a point of information he knows there is an agreement and just from his recollection he thought it did say that the town has to request. The mayor advised what it says is the township can waive it, we have never waived anything. Cncl. DiLucia then questioned so the language automatically has to trigger money coming to the town every year. The mayor responded, yes. Cncl. DiLucia then noted if that is so then that is our auditor's fault. The mayor noted, well it could be. Cncl. DiLucia then noted the problem he has is this has created such an upheaval and the people I really feel sorry for are those people who work at the MUA, I'm talking about the everyday average secretary, clerk, etc. Because this thing really appears, to them, to be an attack by the township and whether it is true or not certainly it does not make for a nice working atmosphere. My question, as a taxpayer, is should money that I pay as a rate payer be distributed to the tax payers, if in fact, there is excess monies. He felt the answer to that question was going to be, no. Because what we have are both rate payers and tax payers, the people that pay toward their water, if there is an excess that should go back to them. There are people not even paying taxes or

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

water rates that would benefit. There is a question, and in terms of me and how I feel about it, there is a question if there is money and that is to be determined. Certainly, if there is an audit along with other things at some point in time we'll know if there is an extraordinary excess of money that should be set aside somehow and where that should be sent. To me, I can't see why people *who have never paid* one cent for water are entitled to any benefit of excess award, it is the people *who are paying* for water that money should flow back to. Cncl. DiLucia continued and noted that agreement was written a long time ago, it has never been enforced and has never become a reality, if it becomes a reality I think we should look to the question of who is entitled to the money.

**Solicitor Fiore** noted without responding to the equitable argument that you have and that it should go back to the rate payers, the 1960 agreement contains language and again there are three or four different documents, somewhat convoluted but it does go back to the 1960 agreement. The whole concept of the 25% was that the MUA was paying back the township for the system that existed. Now, of course the magnitude of the system was much, much smaller than it is now but the concept was they were repaying the township for the value of the system as well as the revenue that was generated over the years as a result of that system. Cncl. DiLucia noted well I am sitting here 50 years later. Mr. Fiore noted and I don't disagree but it does not have a stop period nor does it have what the value of the system was at that time. There can be a value now as to what the system is worth and it would kind of knock your eyes out as to what it is worth based upon just the materials that are in the ground as well as the revenue that it generates, but that is a different issue. Cncl. DiLucia then noted, well I guess we are going to find out a number of things, number one being if there is money that should have prevented a rate increase to begin with. Because if there is that much excess then it becomes a question of why should there have been a rate increase. When I look at this I say to myself, is this an organization that is just greedy? Well, I don't know, they haven't raised the rate in seven years and that is a fact. So, there must have been an excess of money for at least seven years. Mr. Fiore noted it was the tie-in fees from the new homes. Cncl. DiLucia noted regardless of what the reason was it wasn't like they just kept gouging I mean taxpayers say to us all the time all we do is gouge them because every year there is an increase. You can't say that about the MUA. I guess at the end of this a number of questions will be answered. Should there not have been an increase in the water rate because there was more than enough money there to continue to operate? If not, should there be money due and owing to the town? Next question is a moral one, who should get the money? No matter what that agreement said, the intent was that is extra money and does it go back into a system that will benefit people who never paid a penny for the water. Or should it go back to the water user to decrease the amount they are going to pay for their water. Another question posed was how much will it cost at the end of this for items such as a forensic audit, as well as the cost for an engineer to go in and look at the situation. He again advised that he felt it would be more appropriate to sit down, find out what it is that we really wanted to know, the questions that really had magnitude and some weight and if they were answered properly, if they weren't then look for alternatives. I don't really know if those answers to those 55 questions are sufficient, if it boils down to it's a financial answer and that the question before the mayor is that if he thinks there is a bigger amount of money sitting there then what they are contending there is or whether it is \$5 million or its not \$5 million. Cncl. DiLucia noted he has spoken with some people and they say it is not \$5 million as they need to spend money to continue to upgrade the authority (*water tanks repainted,*

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

*meters replaced, etc.*). I would have much rather seen this done across the table between the parties and report back to council what it is the committee (*Heffner, Caligiuri, Miller*) did not agree with and then let council make a decision. This just seems to be kind of a runaway train going down the track. When he left the last meeting he left thinking quite honestly what was going to happen is that the committee was going to get together again, go over the questions, refine the questions, contact the MUA for another meeting or go through the attorneys (*however it is done*). Then bring answers back to council and share with us the reasons why we are going to go forward with all this other stuff. I really question why we had to write to their trustee as all that is going to do is jeopardize the ability to borrow money at a lesser rate. The mayor then noted, it is how the agreement is written that it is based on the trustee to make the decision (*'87 agreement*). Cncl. DiLucia then questioned, you actually asked that trustee to make a decision whether the township is entitled to 25% of excess, if there is an excess. The mayor responded, yes we informed him that by the agreement you have to look at your excess and what your surplus is and handle the 25%. Cncl. DiLucia I understand that if that agreement calls for that process but wouldn't the process have been better if we had the audit determine that there was in fact and we knew a number. Suppose they are right and that money is spoken for and there isn't that amount of money. The mayor noted that would show in their audit. Cncl. DiLucia then noted the fact remains that as a result of this situation they have to go out and buy new meters, that's a fact. Mayor Teefy then advised that one of the questions we asked them was, do you have an end of life report for your meters? The answer was no.

**Cncl. Bryson** then spoke on the questions that were posed, adding that his expertise is in instrumentation. He then read question #49 of the questions issued to the MUA.

*What is the anticipated surplus after accounting for revenue and expenses?*

Attached are four unaudited scheduled detailing the net position (surplus) for the year ending June 30, 2015. These numbers must be adjusted for the reporting of GASB issued Statement 68, *Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27*. GASBS 68 is to improve accounting and financial reporting by the state and local governments for pensions. The Authority is waiting for the State of New Jersey to release the required information for inclusion in their statements.

**Cncl. Bryson** then went on to include further information that was given back to everybody and included in the reply to questions.

Total Net Position (GAAP Basis) as shown on Schedule 1 is \$32,176,655.27 is categorized as follows:

Net Investment in Captial Assets	\$22,721,202.44
Restricted for Bond Covenants	4,934,692.92
Unrestricted	4,520,759.91

Total Net Position Restricted for Bond Covenants, restricted by the Authority's Bond Resolution and approved by Township resolution, on Schedule 1 is \$4,934,692.92 and is categorized as follows:

Operating Reserve Requirement	\$1,630,374.17
Debt Service Reserve	2,304,318.75
Renewal and Replacement Reserve	1,000,000.00

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

He did not go into all the Schedules listed however he did read the following portion.

Total Unrestricted Net Position on Schedule 1 is \$4,520,759.91. Of that amount, \$1,550,000.35 is reserved for the debt service payment on July 1, 2015 leaving \$2,970,759.91 unrestricted. *(That's where you get your number).*

The budget comparison schedule for the sewer utility on the budgetary basis (Schedule 2) reflects a net income of \$461,940.18.

The budget comparison schedule for the water utility on the budgetary basis (Schedule 23 *which everyone was given*) reflects a net loss of \$856,630.05 which directly relates to the loss of budgeted connection fees in fiscal year 2015.

**Cncl. Bryson** then noted if we want the numbers as of now we must sit down or go get the audit from them to see whether there is really \$856,630.05 or is it something else. If we have a question let's sit down and figure out what it is and if there is something they are doing, something that is not quite right, let's get it out on the table.

**Mayor Teefy** then again noted that by the agreement they owe us 25% of what they have left over, that is basically it. **Cncl. Bryson** questioned do we give them back 25% if they have a loss. **Business Administrator, Kevin Heydel** advised that actually, yes we do. If they couldn't pay off their bonds the township is responsible for paying, end of story. **Cncl. Bryson** then questioned why did you ever go and do this *(letter to Trustee)*. Do you want to incur more costs to this township adding that it doesn't appear that you want to get together with them? **Mayor Teefy** noted at the first meeting I don't think we accomplished a lot as we got a lot of the same answers back and forth. The basic question was why does your water go from zero to 3,500 gallons usage, when every other township has an even number of 4,000 or 8,000 gallons as the base rate, why 3,500? The answer was, they don't know. **Cncl. Bryson** then noted he understood that they hadn't raised the rate for seven years. **Mayor Teefy** noted that the chairman did say they probably should have done a little increase over time and they failed to do that. They were living off the connection fees that were going on and fundamentally that should have been their extra/bonus money or their surplus for the time, not using the rate payer payment that should have been what they were using their operational costs for. They were living off those connection fees and were going pretty good for a number of years when we were building homes and with some businesses coming in. **Cncl. Miller** then added again that goes back to the argument in terms of looking at comparable sized municipalities and their rates as compared to the amount of employees and everything they have as well. When looking at it because they based everything off of connection fees they were not operating off of revenue that was taken in, in terms of what users are already in the system, so with Washington Township and some of these other larger municipalities having less employees then we do, their salary increases are less than we have so they have used their connection fees to sort of ramp things up there in terms of infrastructure investment and everything else. That is an issue as well because if there is a mismanagement of funds or you are spending too much, **Cncl. Bryson** then interjected that you *(Miller)* are making an accusation when there is no substance to the accusation. You are using another MUA when there is no comparison between that MUA and this MUA, show me the comparison. **Cncl. Miller** then spoke with regard to the meter issue and we asked them a question about what is the average life expectancy of your meters, they responded ten years. Well, my question to them was do you have a system in place where you change out

**MINUTES  
COUNCIL WORK SESSION  
TOWNSHIP OF MONROE  
DECEMBER 28, 2015**

the meters every ten years. Their answer was no, they only change the meter if someone calls and issues a concern with it. There were an exchange of words back and forth on this.

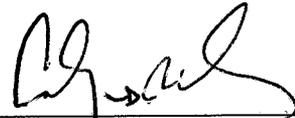
**I.) ADJOURNMENT**

With nothing further for discussion, **Cncl. Miller** made a motion to adjourn the Council Work Session of December 28, 2015. The motion was seconded by **Cncl. Bryson** and was unanimously approved by all members of Council in attendance.

**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 December 28, 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  
Approved as corrected \_\_\_\_\_

Date 1/25/16  
Date \_\_\_\_\_