

**HILLTOWN TOWNSHIP BOARD OF SUPERVISORS
REGULARLY SCHEDULED MEETING
Monday, May 9, 2011
7:00PM**

The regularly scheduled meeting of the Hilltown Township Board of Supervisors was called to order by Chairman John B. McIlhinney at 7:00PM and opened with the Pledge of Allegiance.

Also present: Barbara A. Salvadore, Vice-Chairperson
James C. Groff, Supervisor
Christopher S. Christman, Township Manager
William E. Wert, Asst. Manager/Dir. of Parks, Recreation and Open Space
Christopher E. Engelhart, Chief of Police
Francis X. Grabowski, Township Solicitor
Lynda S. Seimes, Township Secretary

- A. ANNOUNCEMENTS: None.
- B. PUBLIC COMMENT ON AGENDA ITEMS ONLY: None.
- C. CONSENT CALENDAR:
- Minutes of the April 25, 2011 Supervisor's Meeting
 - Bills List dated May 10, 2011
 - Financial Statement dated April 30, 2011

Motion was made by Supervisor Salvadore, and seconded by Supervisor Groff to approve and accept the Consent Calendar items as listed above.

Prior to a vote, Chairman McIlhinney noted a correction to page 6, third paragraph of the April 25, 2011 meeting minutes, which should state "Motion was made by Supervisor Salvadore, seconded by Supervisor **Groff**, and carried unanimously to adopt Resolution #2011-13, DEP Planning Modules for the Carson Helicopter Land Development."

Motion was revised to include the above noted correction, and carried unanimously. There was no public comment.

D. LEGAL – Mr. Francis X. Grabowski, Township Solicitor –

1. Ashland Meadows and Coventry Meadows Legal Agreements – Motion was made by Supervisor Salvadore, seconded by Supervisor Groff, and carried unanimously to accept and approve the Agreements of Assignments and Financial Security Agreements for both the Coventry Meadows and the Ashland Meadows Subdivisions through Toll Brothers. There was no public comment.

E. SUPERVISOR'S COMMENTS:

1. Supervisor Salvadore commented that Chairman McIlhinney has been personally rude and arrogant toward her as a fellow elected official, and she has been silent for too long. She referred to a recent News Herald article, where Chairman McIlhinney attacked the integrity of both herself and Supervisor Groff with respect to the Liberty Towers Conditional Use Hearing decision. Neither Supervisor Salvadore nor Groff negotiated a Lease Agreement for the Liberty Towers matter as alleged by Chairman McIlhinney. Further, Supervisor Salvadore advised that Chairman McIlhinney signed the Manager's Ordinance in 2008, which provides the Township Manager with the power to "let contracts" as was negotiated by Mr. Christman for the Liberty Towers site.

2. Supervisor Groff was also disappointed with Chairman McIlhinney's accusations. He recalled Chairman McIlhinney being in attendance at the Executive Session when Mr. Christman presented the executed Lease Agreement for Liberty Towers, and where Mr. Christman explained that he was presenting the Board with the lease without providing any monetary figures so that their final decision would not be influenced in any way.

Chairman McIlhinney disagreed stating that Mr. Christman had never discussed the matter of a Lease Agreement for Liberty Towers with the Supervisors prior to the date of the actual Conditional Use Hearing. Since Chairman McIlhinney was not consulted on this issue, he questioned Mr. Christman's authority to sign a lease, as well as Solicitor Grabowski's authority to draft and prepare one. He further noted that the general public was never made aware that the Board of Supervisors was even contemplating a lease with Liberty Towers. Supervisor Groff responded that the Township Manager does indeed have the authority to sign a lease on behalf of the Board, and that Mr. Christman had been directed, in Executive Session, to negotiate a lease with the assistance of the Township Solicitor.

3. Supervisor Salvadore read a prepared statement (a copy of which is attached to these minutes), announcing that an Agreement in Principle has been successfully reached between two members of the Board of Supervisors (herself and Supervisor Groff) and Officer John Gildea, representing the Hilltown Police Benevolent Association which will provide for certain concessions to the existing Police Contract that will benefit both the PBA and the taxpayers of Hilltown Township. She noted that Chairman McIlhinney had indicated, on several occasions, that he was not interested in participating in any negotiation discussions.

An outline of the proposed changes to the Police Contract is as follows:

- Agreement to eliminate all VEBA payments in calendar year 2012.
- An extension of the collective bargaining agreement to include calendar years 2013 and 2014, with a salary increase of 3% in each year (1% reduction from the 4% previously awarded for 2012).

- A reduction of VEBA payments for calendar years 2013 and 2014 to 1% for all officers, regardless of years of service.

In return for these concessions, the Township would agree to an extension of the contract through 2014; and also commit that there would be no layoffs of any existing police officers through the year 2014.

Supervisors Salvadore and Groff expressed their appreciation to the PBA for their willingness to continue discussions toward resolving the differences and uncertainty of the arbitration process.

Chairman McIlhinney was unprepared to respond since this matter was not discussed with him prior to this meeting. He recalls an informational meeting where the Board met in Executive Session, and directed Mr. Christman to meet with the PBA to see if they would consider any contract concessions for the years 2011 and 2012. However, two days later, Chairman McIlhinney discovered that Supervisors Groff and Salvadore had decided that Supervisor Salvadore would instead be negotiating the possible concessions, because they felt that Mr. Christman would not be an effective negotiator. Supervisor Salvadore disagreed with that statement, noting that Chairman McIlhinney himself had suggested that Supervisor Salvadore conduct negotiations with the PBA with perhaps, better results than he himself might be able to realize. Chairman McIlhinney denied that Supervisor Salvadore had ever been directed to negotiate a new contract she was merely to approach the PBA to determine if they would be willing to consider concessions in their arbitration contract. Chairman McIlhinney believes that Supervisors Salvadore and Groff illegally negotiated with the PBA without publicly announcing that they intended to do so, which is why he refused to participate. Supervisor Groff replied that there is nothing illegal about what he and Supervisor Salvadore did, noting that this is a personnel issue, and that Chairman McIlhinney will have an opportunity to vote on the revised contract once it has been finalized.

Chairman McIlhinney reminded those present that the initial Police arbitration was not demanded by Township Administration rather it was demanded by the Police Department even after they were offered a 3% salary increase for four years of the contract. Supervisor Groff disagreed, stating that arbitration was basically forced by the Township due to their unwillingness to reasonably negotiate. Before the PBA requested arbitration, Mr. Christman explained that the Board of Supervisors at the time had authorized him to offer PBA a the figure of 3%, with the total 3% to be divided up across all categories such as salary, uniform allowance, benefits, etc. as the PBA saw fit.

4. Supervisor Groff thanked Mr. Christman for his time serving as Hilltown Township Manager, and wished him the best of luck in his new position.

5. Mr. Christman expressed his appreciation to the current Board of Supervisors, to Solicitor Grabowski, and to former Supervisor Rich Manfredi for the opportunity to serve as Township Manager of Hilltown Township, noting that it has been a challenging three years and he has learned a great deal from this experience. He is anxious to go back "home" in his new position as Manager of Palmer Township in the Lehigh Valley.

8. Chairman McIlhinney also thanked Mr. Christman for his service to Hilltown, stating that he has done an admirable job under the circumstances, and wishes him well in his new position.

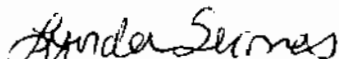
F. PUBLIC COMMENT:

1. Mrs. Linda Browne-Crouthamel, as a concerned resident and mother of a Hilltown police officer, asked when the final Agreement of Principal might be signed. Solicitor Grabowski advised that the final Agreement could be executed and finalized at the next Supervisor's meeting.

G. PRESS CONFERENCE: There were no questions asked by those reporters present.

H. ADJOURNMENT: Upon motion by Supervisor Salvadore, seconded by Supervisor Groff, and carried unanimously, the May 9, 2011 Hilltown Township Board of Supervisors meeting was adjourned at 7:28PM.

Respectfully submitted,


Lynda Seimes
Township Secretary

(**Note: These minutes were transcribed from notes and recordings; and are not to be considered official until approved by the Board of Supervisors at a public meeting).

JOINT STATEMENT BY BARBARA SALVADORE AND JAMES C. GROFF, HILLTOWN TOWNSHIP SUPERVISORS; AND OFFICER JOHN GILDEA, PRESIDENT OF THE HILLTOWN TOWNSHIP POLICE BENEVOLENT ASSOCIATION

An Agreement in Principle between two members of this Board of Supervisors and Officer Gildea, President of the Police Benevolent Association, representing the Police Department, has been successfully reached.

As most of us know, the last collective bargaining agreement between Hilltown Township and the Hilltown Township Police Department expired December 31, 2008. The Township chose to proceed to compulsory arbitration with our Police Department; and a Decision was issued in April 2010. The Arbitration Board decided that the Police Department shall receive salary increases of 4% percent for each year from years 2009 through 2012. Additionally, the Arbitration Board required the Township to establish a Voluntary Employee Beneficiary Association (VEBA) fund in which the Township is required to contribute 1.5% of an Officer's base salary for those employed from one year to ten years each year; and 2% each year for Officers who have been employed longer than ten years.

From the announcement of the Arbitration Board Decision, there have been unsuccessful attempts by one member of this Board of Supervisors to terminate the employment of several Police Officers because of the Arbitration award.

A majority of this Board, namely Supervisor Salvadore and Supervisor Groff, have steadfastly stated that they will not erode the public safety of our Township residents. There is no more important role for local government than to insure the safety of its residents and its taxpayers.

To this end, Supervisor Salvadore, Solicitor Grabowski and Township Manager Chris Christman, with the approval of all three supervisors, invited Officer Gildea, as President of the Police Benevolent Association, several months ago to reopen communication regarding the Arbitration Board award. Officer Gildea later met on several occasions with Township representatives, which included Supervisors Salvadore and Groff. Mr. McIlhinney indicated he was not interested in participating in any discussion.

We are pleased to announce that we have reached an agreement in principle between the Township and the Police Association which will provide for certain changes that will be benefit not only the Police Association but also Hilltown Township and its taxpayers.

JOINT STATEMENT BY BARBARA SALVADORE AND JAMES C. GROFF, HILLTOWN TOWNSHIP SUPERVISORS; AND OFFICER JOHN GILDEA, PRESIDENT OF THE HILLTOWN TOWNSHIP POLICE BENEVOLENT ASSOCIATION

The outline of these changes is the following:

1. An agreement to eliminate all VEBA payments in calendar year 2012.
2. An extension of the collective bargaining agreement to include calendar years 2013 and 2014 with a salary increase of 3% in each year - 1% a reduction from the 4% previously awarded for 2012.
3. A reduction of VEBA payments for calendar years 2013 and 2014 to 1% for all Officers regardless of years of service.

In return for these agreed changes by the Police Bargaining Unit, the Township will agree to an extension of the contract through 2014; and also commit that there will be no layoffs of any existing Police Officers through 2014.

As preciously stated, the Agreement, at this point, is an Agreement in Principle between two members of this Board and Officer Gildea, representing the Police Department.

The Agreement will be reduced to writing if approved by both the Township and the Association; and it will bring to an end a very unpleasant time period during which both sides looked at financial uncertainty.

As stated previously, there is no more important issue in local government – and in Hilltown Township – than the personal safety of our residents and taxpayers.

The unsigned representatives want to express their individual appreciation to each other, to the Board and to the Department for resolving the differences and uncertainty of the arbitration process. Mrs. Salvadore and Mr. Groff have never doubted the integrity of the Hilltown Police department, its expertise and commitment to the residents of Hilltown Township. Officer Gildea, on behalf of the Police Benevolent Association and the entire Police Department, also expresses his appreciation to Mrs. Salvadore and Mr. Groff, as Township representatives involved, in bringing this matter to a successful result for all of Hilltown Township.

Barbara Salvadore; Jim Groff and John Gildea
May 9, 2011