

PENSION BOARD FOR THE BOROUGH OF DUNMORE

HELD:

Tuesday, March 11th, 2025

TIME:

6:00 P.M.

LOCATION:

DUNMORE COMMUNITY CENTER
1414 Monroe Avenue
Dunmore, Pennsylvania

P E N S I O N B O A R D S M E M B E R S :

JANET BRIER

MAX CONWAY, MAYOR

GREG WOLFF

MARK BURTON

GREG KAMLA

EUGENE MENTZ

LAWRENCE DURKIN, ESQ., SOLICITOR

MARIA McCOOL, RPR
OFFICIAL COURT REPORTER

1 MR. WOLFF: Okay. We'll get the
2 March 11th, 2025, Dunmore Pension Fund meeting
3 going here. We'll start with roll call, Greg,
4 Wolff.

5 MR. COLO: Ralph Colo.

6 MS. BRIER: Janet Brier.

7 MR. MENTZ: Gene Mentz.

8 MR. KAMLA: Greg Kamla.

9 MR. BURTON: Mark Burton.

10 MAYOR CONWAY: Max Conway.

11 ATTY. MACDONALD: Neil MacDonald.

12 MR. WOLFF: Okay. I need a motion
13 for approval of the minutes from January 14th,
14 2025.

15 MS. BRIER: I'll make a motion.

16 MR. BURTON: Second.

17 MR. WOLFF: I have a motion and a
18 second. Anyone on the question? All in favor.

19 ALL MEMBERS: Aye.

20 MR. WOLFF: Opposed? All right.
21 I'm not sure where we fit Ralph in, but we have
22 no old business it looks like. So, Ralph?

23 MR. COLO: Sure.

24 MR. WOLFF: Do you want to get us
25 started?

1 MR. COLO: Absolutely. Of course,
2 since the election, you know, the markets have
3 been exceptionally volatile to say the very
4 least. I know we talked about that, you know,
5 at the end of the year.

6 Currently -- and I'll talk about the
7 allocation first. We have 50 percent of the
8 assets in equities. So I think that we're as
9 far as the investment policy statement goes,
10 we're on the conservative end of things.

11 Of that 50 percent in equities,
12 almost a third of it is in international
13 equities. The international markets have done
14 really, really well over the last six months,
15 specifically year to date they are up about 8
16 percent year to date.

17 What we have seen so far for the
18 Borough through the month of February, is a net
19 return of about 2 percent year to date, which
20 doesn't sound like much. Hopefully we could
21 extrapolate that for the entire year those type
22 of returns.

23 We have seen exceptional volatility
24 even over the last two weeks with tariffs with
25 what's going on with Canada, with Mexico,

1 China. And from an allocation standpoint, I
2 think that we are exactly where we need to be.
3 We use our investment policy statement really
4 as a roadmap as far as how the account should
5 be invested and we're sticking to that.

6 So if anything, if these markets get
7 a little bit more volatile on the downside, I'd
8 say we would probably implement some of the
9 cash. We currently have about 12 percent of
10 the assets of the Borough are in cash, so about
11 12 percent are in cash, you know very, very
12 conservative.

13 We're really at the high end of
14 that. We've been that way really since the
15 third quarter of last year. So we move --

16 MS. BRIER: How about the other 38
17 percent?

18 MR. COLO: So there is money in
19 fixed income and then there's also money in
20 alternatives. That's really where the
21 difference --

22 MS. BRIER: I don't know what that
23 is.

24 MR. COLO: The alternatives would be
25 things like gold, commodities, currencies, and

1 these have also done exceptionally well. So
2 when we put on the TV and see we the volatility
3 of the markets, you know, is the Borough immune
4 from any type of downturn, and the answer is no
5 to that, of course.

6 But I think that our allocation
7 really has proven to pay off. And again, if we
8 see some continued downturn, you know, it would
9 be my recommendation at that point maybe to
10 move some money out of cash, you know, into the
11 markets.

12 There's been periods of time where
13 we've had our equity exposure, you know, up to
14 70 percent. You know, right now, again, we're
15 hovering right around 50 percent. So I think
16 that, you know, we're definitely on the
17 conservative end of things.

18 And again that investment policy
19 statement, we could never be all in or all out
20 of any one asset class. You know, these are
21 long-term investments and we have done
22 exceptionally well. That was really just a,
23 you know, very quick abridged version of what
24 is going on. I'm happy to answer any questions
25 that anyone, you know, may have.

1 MR. WOLFF: Anybody?

2 MS. BRIER: Not to prolong the agony
3 but, you know, we invest quite a bit of money
4 every year. And is that the only place where
5 we see growth, just what we've invested?

6 MR. COLO: So we're seeing growth
7 from a couple different areas. We've seen
8 growth from the assets clearly that are already
9 in the plan. For instance, the portfolio are
10 generating about half a million dollars of
11 sheer income per year which is almost 3 percent
12 aside from what --

13 MS. BRIER: Aside from what we're
14 contributing.

15 MR. COLO: Aside from what we're
16 putting in, correct. So when we look at the
17 returns, by the way, the returns are not
18 indicative of the contributions going in. So
19 it's --

20 MS. BRIER: That's outside of the
21 contribution.

22 MR. COLO: Correct. That's really
23 just the investment earnings that we're seeing.

24 MR. MENTZ: So you talk about the 50
25 percent exposure, you are talking about stuff

1 that is in a market outside of other assets
2 that are preserved and away from the
3 volatility.

4 MR. COLO: Correct. Yes. So, you
5 know, there is the Procter and Gambles and
6 Coca-Colas of the world. There is also
7 Microsoft and Amazon and some technology names
8 in there as well. But on the equity side of
9 things, we're more focused on the boring blue
10 chip names than the high flying technology
11 names.

12 We've kind of, you know, positioned
13 that really over the last year to kind of
14 prepare for some of the volatility.

15 MR. MENTZ: And we're putting about
16 half of our assets in exposure to that.

17 MR. COLO: Correct. Yes.

18 MS. BRIER: Okay, thanks, Ralph.

19 MR. COLO: Sure.

20 MR. WOLFF: Any other questions,
21 comments? Okay. We'll move onto we have a
22 request for an increase in pension from Anthony
23 Garzella through his attorney, Debra Dominick.
24 A little background on that Mr. Garzella went
25 on a disability pension last year or the year

1 prior.

2 Again through his attorney, they
3 believe that an increase from 50 percent to 60
4 percent is due. So, Mr. MacDonald, I believe
5 there is a letter from Larry countering that
6 argument, if could you?

7 ATTY. MACDONALD: Yes. I have a
8 letter from Larry dated February 7th, 2025 to
9 Attorney Dominick regarding Mr. Garzella. He
10 references her position from her letter of
11 August 5th of 2024. And ultimately the only
12 reference that I see is there is a reference to
13 a 60 percent benefit but Larry's conclusion is
14 that the 60 percent benefit simply increases
15 the annual amount that the Borough is required
16 to pay into the plan and does nothing to
17 establish a benefit for Mr. Garzella or for any
18 other Borough employees.

19 So, I mean, his whole correspondence
20 is here. His position is that there is no
21 basis to increase Mr. Garzella to 60 percent
22 nor any other Borough employee.

23 MR. WOLFF: So again, I think it was
24 the audit, the 205 where there was an error
25 done by our actuary Mr. Duda that set that 60

1 percent. All the ordinances, the contract, the
2 CBA, they all indicate 50 percent.

3 ATTY. MACDONALD: That's correct.
4 That's also in his letter here.

5 MR. WOLFF: So Mr. Durkin would not
6 recommend the increase, correct?

7 ATTY. MACDONALD: That's correct.
8 The last sentence on the first full paragraph
9 second page says the pension benefit to which
10 Mr. Garzella's entitled is determined pursuant
11 to the ordinances and collective bargaining
12 agreements in effect at the time he vested and
13 subsequently retired from the Borough which is
14 50 percent of his salary over the last 36
15 months as outlined under Act 600. So the basis
16 of his -- the 50 percent comes from the
17 ordinances and from the collective bargaining,
18 the CBAs.

19 MR. WOLFF: Okay. So with that
20 said, would you recommend we look for a motion?

21 ATTY. MACDONALD: If Mr. Garzella is
22 requesting an increase, you'd have to determine
23 whether there's a motion to entertain his
24 request for the increase or not.

25 MR. WOLFF: A motion to entertain

1 the increase or not. I know we have counsel.
2 And I understood that Miss Dominick was not
3 going to be here. I don't know if he's looking
4 for a vote on it now or not. I know
5 Mr. Garzella is here in the public.

6 MR. GARZELLA: I was told to be here
7 at 6:00.

8 MR. MENTZ: Do we have a document
9 from Debbie Dominick?

10 ATTY. MACDONALD: Yeah, there's
11 correspondence. It's 12 or 13 pages. But it's
12 from August of 2024. And then Larry's response
13 was in February.

14 MR. GARZELLA: She actually was at
15 the Borough -- she thought the meeting was at
16 the Borough Building. She's on her way down
17 here.

18 MS. BRIER: Okay.

19 ATTY. MACDONALD: I mean, I don't
20 see how we can take a vote or not take a vote
21 if she's not here. At this point, I guess, all
22 we would ask her to do is on behalf of
23 Mr. Garzella based upon her correspondence from
24 August of 2024, we need a motion to increase
25 his benefits or ask that the Board make a

1 motion to do it, whether or not a motion is
2 made I think would decide whether it gets voted
3 upon.

4 MR. WOLFF: All right. Would it be
5 appropriate being that we're waiting for her to
6 hold that for now and continue on with the
7 regular?

8 ATTY. MACDONALD: Yeah, I don't see
9 any problem with that.

10 MR. WOLFF: Okay. So again, she has
11 an opportunity speak. We could move on with
12 our agenda and return once she arrives. So
13 with that said, we also have a pension
14 application from Vito Ruggiero.

15 He has placed a request -- again,
16 our actuary Joe Duda has put together numbers
17 for him. He is -- and Larry has reviewed these
18 documents. He is -- it is appropriate to
19 approve his pension.

20 MS. BRIER: He's entitled.

21 MR. WOLFF: He's entitled to the
22 pension. It's -- he's vested. You are vested
23 in the nonuniform pension, you're vested after
24 five years. And he had six years in. So he
25 will get a prorated amount. It's not the full

1 pension amount. So his numbers were 1,726.44
2 per month.

3 MS. BRIER: We need to vote on that?

4 MR. WOLFF: So we would need a
5 motion to approve his pension. And that will
6 not take effect until -- he will not turn 55
7 until January of 2026. But he requested that
8 this be taken care of so it's in order when the
9 comes time. So, yes, I would look for a motion
10 to approve Vito Ruggiero for his pension.

11 MR. MENTZ: I'll make the motion.

12 MR. BURTON: Second.

13 MR. WOLFF: Okay. I have a motion
14 and a second. Any questions? All in favor.

15 ALL MEMBERS: Aye.

16 MR. WOLFF: All right. Moving on.
17 We also received a request from firefighter
18 Colin Kearney who separated with the department
19 in August of 2012. He came aboard on
20 3/24/1999. So he is vested. And again,
21 Mr. Durkin reviewed these documents and it is
22 appropriate for him to receive this pension.

23 He will be due -- he will turn age
24 53 which is eligible age for the fire
25 department pension in September of this year,

1 2025. So again, I would look for a motion to
2 approve Colin Kearney.

3 MR. KAMLA: I'll make a motion to
4 approve Colin Kearney.

5 MS. BRIER: Second.

6 MR. WOLFF: We have a motion and
7 second. Any questions? All in favor?

8 ALL MEMBERS: Aye.

9 MR. WOLFF: Opposed? And then we
10 have Christopher Cichocki for a disability
11 pension. He put in a request along with his
12 attorney Debra Dominick who is here now for
13 firefighter Chris Cichocki as well.

14 The Borough received -- obtained an
15 independent medical exam for firefighter
16 Cichocki from an injury that he sustained while
17 on duty. The Borough then began the process to
18 terminate heart and lung benefits. In the
19 meantime they have worked on a settlement
20 agreement and to get his resignation.

21 So again, it is appropriate. Larry
22 has reviewed the IME. It is appropriate to
23 approve him for a disability pension from the
24 fire department. It will be -- they have an
25 agreement in principle. Is that correct?

1 ATTY. DOMINICK: Yeah, may I be
2 heard quickly? It is really warm in here. I
3 was here with my son. And then I went to home
4 to get my stuff and to the Borough Building and
5 then I realized it was here. So I apologize.
6 I'm Debbie. Nice to meet you all. I'm sure
7 you've all seen me on the front page. Don't
8 believe anything you read.

9 Okay, so here's where we are with
10 Mr. Cichocki. He put in February 4th for the
11 disability. Worker's comp, the IME indicated
12 that he can't come back as a firefighter and
13 the heart and lung, same thing. I did not get
14 the agreement by Matt Boyd, no shade on Matt
15 Boyd. We're busy. On Thursday, he was out on
16 Friday. And then it's just like we were under
17 pressure.

18 It's not that I do not believe what
19 Matt Boyd is telling me, however, my client and
20 I aren't comfortable moving forward with an
21 agreement when I don't know there's a few
22 things, like, for example, it indicates that
23 any accrued sick time will be paid over two
24 years.

25 I know that is strictly in the

1 police officers's CBAs. I don't remember
2 seeing it in the firefighters'. I know the
3 life insurance, \$35,000 it was increased for
4 the police. I'm not sure if it was for the --
5 there's certain things I need to look at.

6 I also am waiting for his, you know,
7 the new contract changed for people on heart
8 and lung what they can and cannot accrue and
9 then --

10 MS. BRIER: So do you want us to
11 table it?

12 ATTY. DOMINICK: Well, here's what
13 me and Matt Boyd decided. His worker's comp
14 hearing, they wanted to do a resignation. And
15 again, no shade at anyone. It's not that I
16 don't trust anyone. I'm just -- call it
17 political paranoid. I'm just a little hesitant
18 to have him resign prior to him getting
19 approved for the disability.

20 So he continued it. And when I
21 talked to Matt Boyd today I said, Matt, I said
22 what if we -- well, I kind of stated it and
23 then he kind of came up with the idea. I said
24 what if we just have a small agreement saying
25 that the disability pension is approved if

1 you -- if the Board so agrees to do so. And
2 then he and I can work between now and he
3 wanted to give us until Friday.

4 I said let's not set us up to fail.
5 Let's get this until next Friday to get the
6 specifics to what he's entitled under the
7 application contract. So if you feel that it's
8 appropriate, we do have an actuary report from
9 Mr. Duda. And history has taught me that he's
10 usually right on point.

11 But again, I have no documents to
12 confirm it. And I'd like to confirm everything
13 and make an informed decision. So Matt had
14 suggested that we -- that I ask that if your --
15 if you guys would consider approving it. Now,
16 it says April 1st because he also has those
17 four options, which I'll be honest with you,
18 I'm not completely and totally clear on with
19 regard to his pension.

20 But that is -- it's not going to
21 start until April 1st. I have Duda's letter if
22 you would like to see it. And if you guys
23 would approve it and then with the specific
24 reservation -- I reserve the right to confirm
25 that the information that Mr. Duda has is

1 correct. And then Mr. Boyd and I will have an
2 agreement within two weeks.

3 The alternative is to postpone. But
4 my understanding is do you guys meet every
5 other month or does it really depend on --

6 MR. WOLFF: No. The next meeting is
7 in June. So, yeah, and I spoke to Mr. Boyd as
8 well too and I believe, you know, with just
9 maybe the phrasing between the two of you guys
10 you could work that phrasing contingent upon --
11 the pension is approved contingent upon the
12 agreement.

13 ATTY. DOMINICK: Would you like to
14 see Mr. Duda's letter?

15 MR. WOLFF: No, I've seen it. I
16 mean, anyone's obviously welcome to see it.
17 But those are his --

18 ATTY. DOMINICK: The one thing we do
19 agree upon is that for the firemen's pension
20 it's 50 percent of the last three years prior
21 to disability. And my understanding is the
22 disability is the date that you -- the Board
23 approves it.

24 Now, the letter from Mr. Duda says
25 March 14th. I'm not sure why, but again, we

1 can, you know, change that around as long as
2 everyone knows that I -- again, I don't doubt
3 that Mr. Duda is correct.

4 However, I reserve the right to
5 challenge it and then accrued time, life
6 insurance, things of that nature really doesn't
7 fall under purview of the Board anyway.

8 MR. WOLFF: Correct.

9 ATTY. DOMINICK: So Matt and I will
10 hopefully bang that out. It was just too much.
11 I was behind the eight-ball and so was he and
12 we were both --

13 MR. WOLFF: No, and we -- I've been
14 part of it too and we understand that. And we
15 just want to make sure that the Borough wants
16 to make sure that Mr. Cichocki can find all of
17 these other resolutions that you guys have been
18 working on.

19 So this is -- my understanding the
20 pension approval was the holdup. So again, as
21 long as for the legal to say however we phrase
22 that of what she just -- I know from my
23 perspective --

24 ATTY. MACDONALD: So you are voting
25 on whether or not to award disability pension.

1 If that's the motion and you guys are
2 comfortable and you vote on it and you approve
3 it, that's fine. It still can be approved.

4 How it affects any of the other
5 stuff, the heart and lung, you guys don't have
6 decisions anyhow to make. So it is kind of the
7 cart in front of the horse.

8 MR. WOLFF: Someone has to take the
9 first step.

10 ATTY. DOMINICK: I just don't want
11 to keep pushing workers' comp down, you know,
12 kicking it down the can. It's costing you guys
13 money. It's costing comp money. I guess
14 putting it in your words or in the language
15 that this Board understands, I guess you have
16 to vote on whether or not he meets the criteria
17 for disability pension.

18 I don't think that is an issue.
19 Greg, I could ask you afterwards. I know it
20 doesn't start until April 1. So we have some,
21 you know, this is my first time I'm ever here.
22 So I don't know if he's on heart and lung until
23 April 1. I just don't understand the little
24 things like that.

25 MR. WOLFF: I could explain the

1 March 14th as well because that is the next
2 payday. So we're giving him -- we're including
3 this paycheck into the last 36 months. That's
4 where the March 14th comes from.

5 ATTY. DOMINICK: And then what
6 happens between then and the April 1st when the
7 pension starts?

8 MR. WOLFF: He would receive this
9 paycheck. I would have to clarify that what
10 would happen because the next paycheck would be
11 the end of the month anyway. So I don't think
12 he would receive that.

13 ATTY. DOMINICK: He would just keep
14 the workers' comp checks.

15 MR. WOLFF: Workmen's comp and then
16 he would begin getting his pension check April
17 1st.

18 ATTY. DOMINICK: And you understand
19 what I'm saying about the four options, which I
20 have --

21 MR. WOLFF: Yeah, there's three.

22 ATTY. DOMINICK: I have some memory
23 but not a lot of it.

24 MR. WOLFF: Yeah, and he doesn't
25 have to make that decision tonight. As long as

1 it's done before April 1st, Mr. Duda will send
2 him something or it will be through me where he
3 could make that selection. He doesn't have to
4 do that tonight.

5 That's not what we're deciding.
6 It's just that top number whatever it is, 3,700
7 a month. Those are Duda's numbers. But what
8 we are doing as a Board is just approving that
9 he does meet the requirements of the disability
10 pension.

11 The only thing that the Pension
12 Board and the Borough needs is I guess that's
13 where I would say contingent upon the
14 resignation. We obviously can't have someone
15 on a -- and that's all, you know, the cart
16 before the horse. But someone has to take the
17 first step.

18 ATTY. DOMINICK: I was a little
19 weary about him resigning because if you get
20 technical -- not that this Board would do that,
21 but if he resigned, that changes things.
22 However, I talked to Jeffery Zietz who is the
23 attorney for the workers' comp carrier. And I
24 said to him what we could do is frame it in the
25 sense that the Board approved that he is --

1 correct me if I'm wrong, but you're considered
2 terminated, right, once you are approved for or
3 at least that's how it reads in the 700 CBAs
4 that I read recently that he's considered
5 terminated and that he will -- it's going to
6 specifically say that he will not reapply to
7 the Borough of Dunmore in any capacity for any
8 position whatsoever.

9 MR. WOLFF: Yeah. So that would
10 be -- like I said, I would only make the motion
11 contingent upon the resignation. That would
12 be --

13 MS. BRIER: And Duda's acceptance --
14 or the acceptance of Duda's calculation.

15 MR. WOLFF: Yes, and, of course, if
16 there's any errors if there's an error in
17 calculation.

18 MS. BRIER: Right. So do you need a
19 motion?

20 ATTY. DOMINICK: Do you have any
21 questions or are you good? I just want to make
22 sure because this is a little unorthodox what
23 we're doing here.

24 MR. CICHOCKI: From the last 24
25 hours, I'm really in a tailspin with it. But

1 it sounds --

2 ATTY. DOMINICK: You're comfortable.

3 MR. CICHOCKI: I'm comfortable.

4 ATTY. DOMINICK: Okay. Thank you
5 all and I apologize for being late and
6 everything else.

7 MR. WOLFF: So I would be looking
8 for a motion to approve Christopher Cichocki
9 from the fire department for a disability
10 pension contingent upon his resignation.

11 MR. KAMLA: I'll make that motion.

12 MR. MENTZ: I'll second.

13 MR. WOLFF: We have a motion and a
14 second. Any questions? All in favor?

15 ALL MEMBERS: Aye.

16 MR. WOLFF: Opposed? Okay, the
17 last one until we get back to Mr. Garzella is
18 Sal Marchese. He is looking to enter the DROP,
19 so essentially begin his retirement -- be
20 effective in the retirement. He has more than
21 exceeds the age and the time served.

22 So again, Mr. Durkin has reviewed
23 all of this. He meets all the requirements for
24 his pension. And he will be entering into the
25 DROP. There is an ordinance. The police

1 obviously receive in their CBA, an 18 month.
2 There was an agreement with Mr. Marchese that
3 he is to receive 60 month DROP, Delayed
4 Retirement Option Plan.

5 And the Council did amend the
6 ordinance from the police department to
7 accommodate his agreement. So everything is --
8 I will need a motion to accept Mr. Marchese's
9 request for retirement and enter the DROP.

10 MS. BRIER: I'll make that motion.

11 MR. BURTON: Second.

12 MR. WOLFF: I have a motion and a
13 second. Any questions?

14 MR. KAMLA: You said 16, one-six?

15 MR. WOLFF: 60, six-zero.

16 MR. KAMLA: Six-zero, so five years.

17 MR. WOLFF: Correct. All in favor?

18 ALL MEMBERS: Aye.

19 MR. WOLFF: Opposed? Okay. So we
20 can resume the conversation with Mr. Garzella.
21 Miss Dominick, if you want to -- we began
22 discussing Mr. Garzella and how you had made a
23 request for the increase in pension. And
24 Larry's response was, you know, was not in
25 the -- an opposing view.

1 ATTY. DOMINICK: So I'm going to --
2 so going through this, any of this stuff is
3 like going down a yellow brick road with
4 enormous potholes. I was going to make copies
5 which I wasn't going to give to you until after
6 the meeting because I know from sitting in way
7 too many meetings you tend to look at that
8 stuff and don't pay attention.

9 But my printer broke because that's
10 my life. But if you need any -- I have, you
11 know, one copy of everything and then I could
12 make copies for the Board. I'm just going to
13 need you to -- there's kind of four parts and
14 it's kind of convoluted.

15 And I just respectfully request that
16 you just bear with me and I tried to narrow it
17 down and get to the heart of it. So if I
18 could, would you like me to proceed now or what
19 would you like me to do?

20 MR. WOLFF: Yeah, sure.

21 ATTY. DOMINICK: Do you care if I
22 sit?

23 MS. BRIER: Excuse me. I have to
24 go. It's very important.

25 ATTY. DOMINICK: Are you Janet?

1 Nice to met you.

2 MS. BRIER: My granddaughter is a
3 Lady Buck and they have their playoff game
4 today in Stroudsburg.

5 ATTY. DOMINICK: I will not be
6 insulted. Janet, will you be able to read --

7 MS. BRIER: Can you send it to me
8 electronically?

9 MR. WOLFF: If you send it to me or
10 Matt I'll pass it on.

11 MS. BRIER: I'd love an electronic
12 copy.

13 ATTY. DOMINICK: When I talked to
14 Jean maybe she said send it to me and I'll get
15 it to everybody because not everybody checks
16 their e-mails.

17 MS. BRIER: We check our e-mails.

18 ATTY. DOMINICK: I don't know
19 everybody here. I know you. I know you.

20 MR. COLO: Ralph Colo. I'm with
21 Morgan Stanley.

22 ATTY. DOMINICK: Ralph Coleman.

23 MR. COLO: Colo.

24 ATTY. DOMINICK: Colo. Colo?

25 MR. COLO: Yeah.

1 ATTY. DOMINICK: I'm terrible with
2 names but I'm good with faces. You look very
3 tan. And I'm jealous of wherever you were. I
4 know you.

5 MR. KAMLA: Greg Kamla with the fire
6 department.

7 ATTY. DOMINICK: Yes, I do represent
8 you guys, again, terrible with names. I
9 apologize. It can't be fixed.

10 MR. KAMLA: They call me Ralph so.

11
12 (Brief conversation was held off the
13 record.)

14
15 ATTY. DOMINICK: If you guys want me
16 to make you copies or send you things, whatever
17 you would like. I'm trying to really narrow it
18 down. Okay, so my client is currently
19 receiving a retirement in the amount of 50
20 percent of the last three years prior to the
21 date of disability.

22 And I think everyone agrees and Matt
23 and I talked about it today that usually the
24 date of disability is the date it's approved by
25 the board, okay? So I had written numerous

1 things to Larry and I appreciate indulging me
2 and listening to my very long letter.

3 So I'm just going to touch upon a
4 couple things. Just like we talked about with
5 Mr. Cichocki, he said that really under the
6 purview of the Pension Board is the pension
7 itself and that anything else, any other
8 benefits he's entitled to under whatever
9 applicable CBA is for the labor counsel and not
10 for him or the board. So I will handle that
11 with him.

12 My only concern is that I did submit
13 this letter to you, Greg, in August. And I had
14 one conversation with him in December. I
15 really want -- I need to try to get it resolved
16 or put it in suit. And I really don't want to
17 do -- I'd like to have a sit-down or something.

18 MR. WOLFF: Yeah, I know we tried.
19 There was -- we had weather or something.

20 ATTY. DOMINICK: Yeah, and I know
21 prior counsel -- one thing he did say he talks
22 about when somebody, you know, that -- the date
23 of vesting is what they're entitled to. And I
24 disagree, but all the ones I've been involved
25 in except for those 70 percenters back in that

1 case Bradley and all the old bucks -- don't
2 tell them I said that -- when you retire all
3 the ones I've done and I've done three firemen
4 recently -- not real recently Bianchi, Dee, and
5 Sardo, you know, the agreement that was in
6 place at the time that they retire.

7 His gets a little difficult because
8 when he retires in June -- June 30th of 2023,
9 they were still arbitrating the agreement which
10 they didn't get until the following year. But
11 again, that is for Matt Boyd.

12 What I want to talk to you guys
13 about is his percentage. So he's currently
14 receiving 50 percent of his compensation for
15 the three years prior to his date of
16 disability. And in -- I'm being -- I mean
17 no -- I'm going to try to talk quickly so I'm
18 not trying to be curt and I mean no disrespect
19 to anybody. You look so young and you make me
20 feel really old.

21 I was hearing about you recently
22 about the commissioner thing. Be happy that,
23 you know, so anyway, so he's being paid back.
24 Now, in Attorney Durkin's letter on page one
25 and I don't know if you all have it, but I will

1 read you the main parts that I'm trying to get
2 to.

3 It says that, at all times Mr.
4 Garzella's employment the only pension -- Mr.
5 Garzella's employment, the only pension benefit
6 available by either ordinance or CBA is the Act
7 600 pension which he is currently receiving.

8 So I want to address that in
9 conjunction with the next statement which is on
10 the next page he says the pension benefit to
11 which Mr. Garzella is entitled is determined
12 pursuant to the ordinances and CBAs in effect
13 at the time that he vested -- again, I
14 disagree. But it doesn't matter -- and
15 subsequently retire from the Borough which is
16 50 percent of his salary or the last 36 months
17 as outlined under Act 600.

18 And the reason why I take issue with
19 that is because that is not Act 600 compliant.
20 So if you look at Act 600, Act 600 specifically
21 addresses both regular retirement and
22 disability retirement, okay, and the disability
23 retirement -- and I have just the one copy.
24 But you could pass it around if you'd like.

25 It says in the case of the payment

1 of pension for permanent injury occurred in
2 service, the amount and commencement of the
3 payment shall be fixed by regulations of the
4 governing body of the Borough and shall be
5 calculated at a rate no less than 50 percent or
6 50 per centum of the member's salary at the
7 time the disability was incurred.

8 And it specifically states that it's
9 one year prior to the date of disability. So
10 instead of 50 percent of the last three years,
11 it's no less than 50 percent of the last year
12 prior to the date of disability. So that is
13 what -- this is Act 600 and that's what it
14 states.

15 Now, I did not, again, for purposes
16 of the fact that my printer decided to die, but
17 the -- all of the compliance audits with the
18 produced by the Auditor General, I have the
19 most recent one. I didn't see another one that
20 was done yet. I assume one is coming up. This
21 is from January of '19 to the end of December
22 of '22. But it's dated November, 2023.

23 And it specifically says and what I
24 did is I copied the cover page and then the
25 page that counts as opposed to having to read

1 through everything. And it says benefit
2 provision service related disability benefit,
3 the governing document meaning the what they're
4 looking at in terms of what you guys are paying
5 to disability retirees is 50 percent of the
6 average monthly salary during the last 36
7 months of employment.

8 Act 600, this is what they're saying
9 Act 600 is. The benefit must be in conformity
10 with a uniform scale and fixed by the plans
11 governing document at no less than 50 percent
12 of the member's salary at the time the
13 disability was incurred reduced by Social
14 Security.

15 And it says the police pension's
16 plan structure should be in compliance with Act
17 600. Borough officials did not specify why the
18 Borough has not yet complied.

19 So if you don't believe the plain
20 wording of Act 600, the Auditor General found
21 that the disability retirement that's being
22 paid currently to Mr. Garzella -- not just
23 specifically to him but in general disability
24 retirees is, in fact, Act 600 noncompliant.

25 Now, if you look at Act 205 reports,

1 now the Act 205 reports which are -- they're
2 more about completed by the actuary and they're
3 about how much you put in a plan and out of the
4 plan and nothing that I want to be familiar and
5 I'm sure neither any of you.

6 However, the, you know, Mr. Durkin
7 states in his letter that -- he says the effect
8 of the reference in the Borough's Act 205
9 reports to a 60 percent benefit simply
10 increases the annual amount that the Borough is
11 required to pay into the plan.

12 So I'm interpreting that and it's my
13 interpretation only but he's basically saying
14 that it doesn't necessarily correlate to the
15 provisions that are in effect in the Borough
16 for disability retirements.

17 However, if you look at the Act
18 600 -- Act 205, the latest one which is from
19 2023 which was submitted on 4/2/2024 in a
20 timely manner. Again, all I did was I copied
21 the page 14. It says presence -- presentation
22 of benefit plan provisions.

23 And next to disability benefits
24 service related, total and permanent
25 disablement 60 percent of the member's annual

1 compensation at the date of disability. Now,
2 I'm not comfortable with putting any
3 information and submitting it to the Auditor
4 General unless it's true and correct.

5 Now, attached to that paper is
6 executed by the actuary Duda and then Jean
7 Hill. All the ones prior to this were executed
8 by Duda and the Borough Manager for whatever
9 reason you didn't, it doesn't matter. The
10 Borough signed it.

11 So it says by checking this box and
12 typing my name in the text, I hereby certify
13 that I prepared or I reviewed the actuarial
14 data and information mentioned on this form and
15 that the information provided is true and
16 correct to the best of my knowledge.

17 And then for the Borough, by
18 checking this box and typing my name in the
19 text box I hereby certify to the best of my
20 knowledge, the information provided is
21 complete, accurate, and true.

22 And I'm sure all of you know --
23 well, at least the attorneys that whenever you
24 submit documentation to any governing body or
25 to a court and you certify that the contents of

1 that report are true, you are subject to
2 Section 4904 which is unsworn falsification,
3 which states that a person commits a
4 misdemeanor of the second degree if with the
5 intent to mislead a public servant in
6 performing his function, one, makes any written
7 false statement which he does not believe to be
8 true; submits or invites reliance on any
9 writing which he knows to be forged, altered,
10 or otherwise lacking in authenticity or submits
11 or invites reliance on any sample specimen,
12 blah, blah, blah which he knows to be false.

13 Misdemeanors of the second degree
14 carry a maximum of two years incarceration and
15 a \$5,000 fine. So I feel as though Attorney
16 Durkin, respectfully, was dismissing the fact
17 that this information was contained right here
18 in the act, all of the actual reports going
19 back decades. I have them all where it says
20 plan benefit and it says 60 percent.

21 So I take issue with that,
22 especially because, again, sworn
23 falsifications. Now, the plot gets a little
24 thicker because I contacted when I was looking
25 for public information, I contacted an

1 individual down in the Auditor General's office
2 who was specifically in the Act 205 Department.
3 And again, I mean no disrespect. I'm just
4 telling you the facts.

5 When I said to him I'm calling, you
6 know, I'm new to this 205 stuff. He said who
7 are you calling about? Now, there's 67
8 counties in Pennsylvania. I don't know how
9 many municipalities there are. But there's a
10 lot. And when I said the Borough of Dunmore,
11 his response was, "They are a problem child."

12 And I don't think anybody wants that
13 for somebody in Harrisburg to refer to us up
14 here as a problem child. I said why and then
15 we started getting into it. He referred me to
16 a woman whose name is Lisa Snyder. Lisa Snyder
17 is the Assistant Director of Bureau of
18 Municipal Pension Audits.

19 I spoke to her on February 14th of
20 2024 about the inconsistency between what is in
21 the Auditor General report over and over again
22 and the inconsistency in the Act 205 reports.
23 And she indicated -- let's see. She indicated
24 that there was a phone call between she said
25 the Auditor General -- Lisa stated that there

1 was a verbal conversation on 9/29/2023 between
2 the Auditor General and Greg Wolff where the
3 Auditor General, one, informed Mr. Wolff of the
4 pension benefit provision discrepancies between
5 the information provided to the Auditor
6 General's Office for the purpose of conducting
7 police pension compliance audits, audits and
8 the information provided by the Borough in its
9 Act 205 reports; and, two, told Mr. Wolff to
10 ensure that the Act 205 file for 2023 to which
11 I just referred is consistent with the pension
12 benefits as set forth in the Auditor General --
13 in the Auditor General audit.

14 And she had indicated to me that had
15 that not been done that there was a possible
16 issue with funding, which I have not spoken to
17 her since then and I'm not getting into the
18 funding part. But my point of this is the fact
19 that any implication that what is written by
20 Borough officials in the actuary for the
21 Borough in an Act 205 report which is given to
22 a government agency, especially after prompting
23 by that government agency to make sure that the
24 information is consistent is very important and
25 should not just be considered, you know, part

1 of something else and has nothing to do with
2 the pension benefits paid to disabled retirees.

3 The other issue is that during this
4 case if any of you remember that case from
5 December, it was decided December 7, 2000.
6 It's like the bad penny that just keeps coming
7 up. In that case, it was about -- I call them
8 the 70 percenters. And in that case basically
9 in a nutshell -- we're not here about the 70
10 percenters so I'm not going to get into it.

11 But the premise that I want to talk
12 about that case is that the Borough was saying
13 we agreed to this but it's outside or it's
14 noncompliant with Act 600 and we should not
15 have to pay pension benefits in excess of Act
16 600 or actually they said we shouldn't have to
17 pay pension benefits that are non -- Act 600
18 noncompliant.

19 Okay, so they were arguing that to
20 the arbitrator, to the trial court, to the
21 Commonwealth Court. Throughout that process
22 and yet while we're making that argument -- we,
23 I mean the Borough of Dunmore is arguing to the
24 court and representing to them we only want to
25 pay pension provisions that are Act 600

1 compliant.

2 They are paying Act 600 noncompliant
3 benefits to disability retirees. Now, where
4 does the 60 percent come from -- and I'm
5 closing out, okay. Where does the 60 percent
6 come from? The 60 percent comes from the
7 ordinances. Now there are several ordinances
8 that were developed, okay?

9 Now, there was a distinction by a
10 case on that specifically stated that there's a
11 difference between pension benefits that are
12 pension plans that -- or pension provisions
13 that are developed through the collective
14 bargaining process versus those that aren't.

15 And the difference is that when a
16 municipality develops pension provisions
17 initially via the collective bargaining
18 process, that they are required to continue
19 that thereafter and cannot unilaterally change
20 the pension provisions without submitting
21 them -- submitting the changes to the
22 collective bargaining process.

23 The case is -- and again, I have
24 that as well. But it was in my letter -- it's
25 new something. I can never remember it. It's

1 Upper Chester Township in the PA Commonwealth
2 Court from 1993.

3 So basically in that case like in
4 this case we -- they developed pension
5 provisions through the collective bargaining
6 process. How do you know that? That's what
7 Matt Boyd asked me. Well, if you look at the
8 early CBAs, they outline the pension
9 provisions.

10 And then if you look at the earlier
11 ordinances, they mention the CBAs, okay. And
12 the first ordinance that addressed it was the
13 ordinance of number three of 1992 addressed the
14 specific provision for both -- actually for
15 both regular retirement and disability
16 retirement.

17 And it said shall -- it said the
18 basis of the proportionate of the pension of a
19 member that the date of permanent injury shall
20 be the highest average annual salary which the
21 member received during the last full year of
22 service preceding permanent injury or normal
23 retirement and shall not in any case exceed 60
24 percent.

25 There were then a couple ordinances

1 that started messing with that 70 percent and
2 that 80 percent nightmare that I'm not going to
3 bring up because, again, they have no relevance
4 here.

5 The next ordinance that has to do
6 with disability pensions is Ordinance No. 8,
7 year 1998. This is signed by Paul Nardozzi.
8 And there's no reference in the CBA that
9 correspondences to this or in the ordinance
10 itself, but basically the Council or I guess
11 it's the Council because it's not -- yeah, it's
12 not the Pension Board.

13 The Council unilaterally -- yes,
14 unilaterally changed the pension for disability
15 retires from 60 percent of the last year of
16 disability to 50 percent of the last three
17 years. So think about that. That's in 1998,
18 okay?

19 Then in 2000, they repeal 1998. So
20 the ordinance of 1998 is repealed. It's gone.
21 But there's still an ordinance on the books
22 Ordinance No. 8, year 2000. And they repealed
23 the prior one -- I don't know why really
24 because, you know, when I spoke to Lisa Snyder
25 she's like they changed the wording a little

1 bit.

2 But it still states monthly total
3 and permanent disability pension payment shall
4 be set at 50 percent of the average monthly
5 salary of the disabled participant during the
6 last 36 months of employment. So my point is
7 this was June of 2000.

8 The decision of the Commonwealth
9 Court came down in December of 2000. So while
10 the Borough is arguing to the arbitrator,
11 arguing to the Trial Court, arguing to the
12 Commonwealth Court, we should not have to pay
13 noncompliant Act 600 pensions.

14 They proactively go from an Act 600
15 compliant disability pension of 60 percent of
16 the last year to a noncompliant disability
17 pension of 50 percent of three years prior.

18 And they did so without the CBA. So
19 in my opinion, this ordinance should be
20 repealed in my humble, humble opinion. Now, my
21 argument with regard to Mr. Garzella, is that
22 based upon all of this, based upon the fact
23 that the initial ordinance was 60 percent of
24 the last year, based upon the fact that the
25 subsequent ordinances were not implemented and

1 enacted properly because they weren't part of
2 the negotiation CBA contract process, he is
3 entitled to 60 percent.

4 Additionally, the fact that the
5 Borough verified both the -- someone from the
6 Borough as well as the Borough's actuary
7 verified that the disability pension is 60
8 percent over and over and over again and did
9 not even heed the warning of the Auditor
10 General himself, how can we just completely
11 disregard that?

12 So it's my opinion that his pension
13 should be modified. And we're not talking
14 about a huge amount. I did the numbers. But
15 they're wrong. There's a reason why I wasn't a
16 math teacher. But 60 percent of the last year
17 versus 50 percent of the three years prior will
18 put him in compliance.

19 And again, my humble opinion, but
20 it's good governing in my opinion if that last
21 ordinance was repealed because it was done
22 outside of the negotiation process. And you
23 will make the Auditor General very happy. The
24 funding will not be placed at risk and he will
25 be paid an Act 600 compliant pension.

1 And that pretty much is my argument.
2 So I have here if you guys don't want them,
3 I'll take them. If you guys do want them, I'll
4 make copies for everyone as soon as I get my
5 computer to straighten up. But really, the
6 documents are the Act 205, the most recent; the
7 Auditor General's most recent -- when are they
8 going to be providing another one, soon, right?

9 MR. WOLFF: I think is it every two
10 years which is an audit.

11 ATTY. DOMINICK: An audit, right.
12 So this one was 19 to 22. So 23 to 24 --

13 MR. WOLFF: I think this year.

14 ATTY. DOMINICK: Okay, so probably
15 at the end of the year I would think.

16 MR. WOLFF: Yeah, I forget when they
17 come out.

18 ATTY. DOMINICK: So that and then
19 Act 600 itself, so again, no disrespect to
20 Larry -- to Attorney Durkin. I've known him
21 since I worked out in Luzerne County. He's a
22 very good attorney. But when he says in his
23 letter that, you know, my client's being paid
24 in accordance with Act 600, it's flat out
25 wrong. It's wrong.

1 So I'm asking for -- I will get the
2 transcript and circulate it. If any of you
3 have cards, I'll give them to everybody. If
4 any of you want anything that I have done here,
5 I did do a letter. But a lot of the letter had
6 to do also with what he's entitled to under the
7 CBA which isn't under your purview.

8 So if you'd like me to do a letter
9 to focus on what I said here today, but I think
10 that might be overkill. I don't think you want
11 to read it twice. Let me know. And I would
12 really like to have some sort of decision.

13 Like I said, this has been going on
14 since August. And I know that prior union
15 attorney -- the prior union attorney did not
16 respond and you did -- and Greg's benefit, you
17 did reach out. I think it was you.

18 Yeah, you and Matt Boyd reached out
19 to try to resolve it because when he retired,
20 Mr. Garzella, he retired with no agreement. He
21 walked away with nothing, like, no agreement in
22 place. Not like today where we're going to
23 have it done in two weeks. It's been two years
24 almost and he has no agreement.

25 So I need to get this done. I do

1 not want to litigate it. I personally do not
2 think that it's good for the Borough if we
3 advertise this. And also, if you look at
4 everything that I've said, really look. There
5 could be other ramifications far beyond what is
6 at issue here.

7 And I believe -- I know selfish
8 because he's my client -- that it's in the
9 Borough's best interest to try to just resolve
10 this and be done with it. Now, one thing Matt
11 did say is, well, we have to worry about other
12 retirees.

13 Again, no disrespect -- I hate when
14 people say that because immediately they say
15 something disrespectful. It happened to me
16 literally for four years.

17 The bottom line is the only other
18 person who is Sohns -- what's his first name?
19 He's only here for five years. He's a fireman.
20 He retired recently. Or is --

21 MR. MENTZ: Josh Ruddy.

22 ATTY. DOMINICK: Who? Where did I
23 get Sohns? I have no idea. Josh Ruddy, so,
24 you know, there's been a lot of inconsistency.
25 And I think Matt Boyd who is going to be great

1 for the Borough because he's about consistency
2 and things of that matter.

3 I really, you know, we can't do the
4 wrong thing because there is somebody else out
5 there that may make the claim. His situation
6 is completely different to my guy who worked as
7 a fireman -- or as a police officer for 30
8 years. And this is what he's entitled to.

9 I have you know -- I have settlement
10 agreements of firemen, of police officers, none
11 of them are consistent. It's like they get
12 what they want depending on who they are. And
13 again, no shade to anyone. These things happen
14 when new administrations come in. I know that.

15 So I'm just asking if somebody, you
16 know, could possibly let me know. It's March
17 11th. By April 15th I'm going to file a
18 complaint in mandamus, which is basically just
19 a breach of contract. But I really would like
20 to meet with you.

21 And I will meet with you at your
22 convenience. Tuesday and Thursday mornings are
23 the only days I usually can't meet because I
24 have juvie court.

25 MR. WOLFF: Yeah, obviously this

1 is beyond my -- this would be a conversation
2 with Larry or Neil. With that, I would say we
3 were just given a lot of information so, you
4 know, that obviously Larry and Neil need to
5 look through. So I would make a recommendation
6 to table this.

7 ATTY. DOMINICK: How does it
8 normally work? Like, do you table it and then,
9 like, what is -- like, I'm new here.

10 MR. WOLFF: So we would table it.
11 But if you guys sought -- I mean, please,
12 generally speaking if you guys reach an
13 agreement otherwise, then, you know, then Larry
14 would make that recommendation. We would have
15 a special meeting or however it would go.

16 ATTY. DOMINICK: And I would love to
17 meet with you if you would like me to. I would
18 love to meet with Matt. And, Greg, that's kind
19 of what I was focusing on. I know that it's
20 not under this purview, but if you could,
21 please get -- Matt's busy. I know that. But,
22 please, so I could get this wrapped up.

23 MR. WOLFF: Yeah.

24 ATTY. DOMINICK: I would appreciate
25 it.

1 MR. MENTZ: In the interim, it's my
2 understanding that you're going to get the
3 information from Attorney Dominick and then
4 distribute what would be required by?

5 ATTY. DOMINICK: Just the transcript
6 or what else would you like?

7 MR. WOLFF: That would be up to the
8 Board. I mean, I have most of the information.

9 MR. MENTZ: Well, I tend to disagree
10 that it wouldn't be in our purview to look at
11 the CBAs that you're referring to. If the
12 ordinance at the time is reflecting 60 percent,
13 I would imagine that that is reflected in the
14 current CBA at the time.

15 ATTY. DOMINICK: It's not.

16 MR. MENTZ: And can you provide us
17 with the CBA at that time as well as the
18 ordinance?

19 ATTY. DOMINICK: Yes. So that's
20 another thing. So the ordinance went from 2018
21 to 2022, '18, '19, '20, '21, '22, the five
22 years. He retired in June -- June 30th of '23.
23 The agreement for '23 to whatever, 23, 4, 5, 6
24 7 -- I'm using my hands -- it didn't come out I
25 think until the following February, March,

1 April, something like that.

2 The Commonwealth Court and the
3 December 2000 case said when someone retires,
4 they need to know what they are getting and
5 what -- and they --

6 MR. MENTZ: I agree. So those CBA
7 at the time of Officer Garzella's hiring --

8 ATTY. DOMINICK: Right. So that was
9 when I -- I'm sorry, I didn't mean to
10 interrupt. But that's what I was trying to
11 say. If I don't say it, I don't remember it.
12 Attorney Durkin said that the 2017 agreement
13 would count or would be applicable because
14 that's when he vested.

15 I was arguing the next one would, in
16 my opinion, the next one does apply because
17 that was the only one that was in effect at the
18 time that he resigned. However, one thing I
19 have not done but I know them pretty well, I
20 don't think there is much difference between
21 '17 and '18.

22 I would be happy with either
23 '17 or '18 because it's the subsequent one that
24 they lose a lot of what they had in the
25 prior --

1 MR. MENTZ: If you would just
2 provide the information.

3 MR. WOLFF: So you provide me with
4 the information and I will pass it on.

5 ATTY. DOMINICK: I'll provide both
6 documents and I'll provide my position. How's
7 that?

8 MR. MENTZ: Just a real quick
9 followup question, when you're talking about
10 the ordinance presently for the retirees being
11 not Act 600 compliant, what you're referring to
12 is the difference between calculation of three
13 years versus the last year prior to disability.
14 That's the out of compliance portion.

15 ATTY. DOMINICK: Right. So the Act
16 600 says not less than 50 percent of the one
17 year prior to the date of retirement. I think
18 it actually says something like the highest
19 year or something.

20 MR. MENTZ: And the ordinance says
21 50 percent of the last three years. I got it.
22 So again, we can get a copy of that.

23 ATTY. DOMINICK: Right. And the
24 question is, well, it doesn't really say an
25 amount. So it has to be established by the

1 Borough or the township because it says not
2 less than 50 percent. So it could be 52
3 percent, 60 percent.

4 And the reason why I brought up
5 everything else is because where did the 60
6 percent come from? That's what the Borough
7 had.

8 MR. MENTZ: And again, if we could
9 just get a copy of the CBAs at the time as well
10 as --

11 MR. WOLFF: Yeah, whatever she
12 provides, I will pass that.

13 MR. MENTZ: Appreciate it.

14 ATTY. DOMINICK: Okay. Can I give
15 you guys my card?

16 ATTY. MACDONALD: So you didn't
17 though reply to Attorney Durkin's letter, had
18 you?

19 ATTY. DOMINICK: I just wrote to
20 him. He wrote to me in that letter and he said
21 to come in if I wanted to be on the agenda. So
22 rather than me go through all of that, I
23 figured I'd come in and explain it and see what
24 the issues are and I will respond to it and
25 give everybody a copy.

1 ATTY. MACDONALD: I think it would
2 be helpful if you respond to his letter. So if
3 any of it is wrong, explain to us why it's
4 wrong and we can go from there.

5 ATTY. DOMINICK: I could do that as
6 well.

7 ATTY. MACDONALD: I think that would
8 be helpful.

9 MR. WOLFF: That's your ballpark.
10 So again, we do have it on the agenda, the
11 request for increase in pension so I would --

12 ATTY. DOMINICK: So that's what I
13 asked you. So if you table it -- let's say I
14 provide everything within the next two weeks,
15 logistically how does this work?

16 MR. WOLFF: Well, we have to speak
17 with our counsel if they -- if he changes his
18 position and he says, oh, we're in compliance
19 and we need to do this, then we would organize
20 a meeting and we would vote on it. If it
21 doesn't go that way --

22 ATTY. DOMINICK: What I will do is,
23 the letter I combined both issues as opposed
24 to -- so I will redo my --

25 MR. WOLFF: Yeah, because the labor

1 issues don't have anything to do, yeah.

2 ATTY. DOMINICK: And they get very
3 complicated. So I will do that. I will get
4 everything ready. I will send it to -- is it
5 okay if I just e-mail it to you and you could
6 disperse it?

7 MR. WOLFF: Yep, I have everyone's
8 e-mail. So just a motion to table Garzella's
9 request for increase in pension.

10 MAYOR CONWAY: Make the motion.

11 MR. BURTON: Second.

12 MR. WOLFF: All in favor.

13 ALL MEMBERS: Aye.

14 MR. WOLFF: Opposed?

15 ATTY. DOMINICK: I keep asking the
16 question and I keep interrupting. When does --
17 how does that work? I called you today.

18 MR. WOLFF: I know today was -- I
19 don't even want to talk about today.

20 ATTY. DOMINICK: I know. Believe me
21 I know. I represent juveniles now. Be afraid
22 for your children. That's all I'm saying.

23 MR. WOLFF: So with that said, we
24 just need a motion to adjourn.

25 MR. MENTZ: I'll make a motion.

1 MR. KAMLA: Second.

2 MR. WOLFF: All in favor.

3 ALL MEMBERS: Aye.

4 MR. WOLFF: We're adjourned.

5 ATTY. DOMINICK: Thank you for
6 listening.

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C E R T I F I C A T E

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me of the above-cause and that this copy is a correct transcript of the same to the best of my ability.

Maria McCool, RPR
Official Court Reporter

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