

**MINUTES  
WORK SESSION MEETING  
TOWNSHIP OF MONROE  
FEBRUARY 22, 2011**

**A.) OPENING CEREMONIES & ROLL CALL**

The regular scheduled Work Session Meeting of the Monroe Township Council was called to order by **Council President, Marvin G. Dilks, Jr.** at approximately 7:00 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.: Gloucester County 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. Rich DiLucia led the Assembly in the Salute to Our Flag.

**ROLL CALL OF PUBLIC OFFICIALS**

Cncl. Walter Bryson	Present	
Cncl. Frank Caligiuri	Present	
Cncl. Rich DiLucia	Present	
Cncl. Ronald Garbowski	Present	
Cncl. William Sebastian	Present	
Cncl. Daniel Teefy	Present	
Cncl. Pres., Marvin G. Dilks, Jr.	Present	
Mayor, Michael Gabbianelli	Present	
Business Admin., Kevin Heydel	Present	
Solicitor, Charles Fiore	Present	
Eng., Dave Cella, ARH	Present	
Dir. of Finance, Jeff Coles	Present	
Dir. of Public Safety, Jim Smart	Present	(Arrived 7:45PM)
Dir. of Code Enforcement, George Reitz		Excused
Dir. of Community Affairs, Sandy Dilks		Excused
Twp Clerk, Susan McCormick	Present	

**B.) MATTERS FOR DISCUSSION**

• **Romalino - Tax Abatement Block 1301, Lot 6**

**Director of Finance, CFO Jeff Coles** explained that our last Tax Assessor, Robin Glocker Hammond had certified this project (*Block 1301, Lot 6*) had been completed and informed the tax collector's office to begin billing on the tax abatement. He further explained when Mr. Romalino received the bill he contended that only part of the building had been occupied and the other remaining units had not received their Certificates of Occupancy until just recently in 2010. When the tax assessor looked at the building, she was certifying it was complete because the shell was completed. Mr. Coles went on to note that Mr. Romalino indicated that Section 5A of the tax abatement resolution reads:

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

*The project is to be considered to be exempt from taxation from the date of completion until January 1<sup>st</sup> of the calendar year following completion.* What he (Mr. Romalino) is asking mayor and council is to interpret the completion as the Certificate of Occupancy because what he told Mr. Coles was parts of those buildings that were not completed did not have a floor in place, air conditioning, etc. they were not built out and ready for an occupant as they were built-to-suit. Mr. Fiore was then contacted by Bonnie L. Longo, Insight Appraisal Group and she advised it was up to mayor/council to determine what "completion" meant. It was then noted the four units in question and being discussed are units 4,6,7 & 8. Mr. Coles noted they were completed in 2008 which meant in 2008 they were exempt, 2009 they were fully exempt and in 2010 twenty (20%) percent of taxes were due. Mr. Coles then checked with the construction office who advised him that the other units did not get their CO until mid to late 2010 (*exempt in 2010, 2011 and 20% would begin in 2012*). **Cncl. Frank Caligiuri** posed a question referencing temporary CO's and he questioned if any of those buildings were occupied on a temporary CO, in the interim period. Cncl. Caligiuri felt the intent of the abatement is to offer an incentive as alluded to in Mr. Romalino's letter. If some of the buildings were occupied under a temporary CO then he has already gained the benefit of that abatement. Mr. Coles then noted he attached a print-out from the construction office and it appears that all the permits were applied for in 2010. Mr. Coles then noted that he spoke with Mr. Romalino who advised him that he was unable to attend the work session this evening but if the matter were to be scheduled for another date he would make himself available. **Mayor Gabbianelli** noted that the landlord of a property is responsible for the walls, two (2) bathrooms, and the floor; basically, a shell and that would be considered ready. **Cncl. William Sebastian** indicated he felt the problem here is the fact it is not a rental unit, they are condo units. They are being sold, there is no landlord. He referred to the letter from Mr. Romalino where it states that each individual condo unit has its own block and lot number. However, when you look at the report on the taxes it is all under the same lot and block. Mr. Coles then noted on that report there are sub-categories (*Qualifiers*) with Mr. Fiore explaining they are condominium deeds, they are usually all one lot and block with sub-deeds. **Cncl. Sebastian** then advised that apparently this was approved by the Planning Board some time ago (*way back*) with the condo units, they are not rental units each one is a condo unit and each one is being assessed a certain percentage of the costs of maintaining the parking lot and all such items because it is a shared lot. He went on to note what he (*Romalino*) was indicating is the completion date for each condo would be when each condo was completed for sale. He also noted there was no interior work done until just recently and he was under the impression when this took place that was when the tax abatement would start. **Cncl. Sebastian** then posed a question as to how the taxes were being paid prior to that, was Mr. Romalino paying for all the units up for sale and if so, based on what, an open lot. **Mr. Coles** thought, perhaps as land taxes. He then referred to Section 8 of the tax abatement agreement which states: *It is agreed and understood that if at any time prior to the termination of the abatement, the property owner disposes of the property, fails to meet the conditions required for Tax Abatement, or secures a new tenant, the new owner or tenant must make application to the governing body for continuance of Tax Abatement.* Mr. Coles felt there were many open questions. **Solicitor, Charles Fiore** then noted he would not

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

be making any comment that this is a personal conflict as Mr. Romalino is a personal client of his. The Mayor felt that each individual property owner should have come in for an abatement; we gave Romalino an abatement on his property. **Mr. Coles** noted that in speaking with Mr. Romalino that he indicated he signed leases with individuals and their lease payments are based on the reduced tax figures. It was noted all the condo units have been sold. **Cncl. Sebastian** then further questioned the resolution from the Planning Board and if it includes information on how the whole thing was supposed to work. **The Mayor** advised the Planning Board would not handle tax abatement and as far as the condo units he was not even sure if they were advised of this, we (*planning board*) do not have to know this information, this a legal matter. Anything can be a condo, the only reason is that it has common area. Mr. Fiore noted as long as you qualify under the state statute, which is a minimal requirement, you would file the appropriate documentation with the state you are allowed to then create separate condominium units. It is not something the Planning Board would do, they are looking for things such as: the square footage, intended use, parking, signage, design and things of that nature. **Cncl. Sebastian** then noted if the resolution from the Planning Board did not take into consideration condos, they were considering the construction of the building as a whole. That has a bearing on when the building would be complete for the abatement. If he had a site plan prepared for one large building with eight (8) units the resolution would dictate that it had to be started within one year. The Solicitor noted it may not have, not all resolutions include such information just as many of them do not include sunset clauses. **Cncl. Caligiuri** noted what may have happened is that in the tax abatement agreement it is usually on the date of CO. Again, he questioned whether it is a temporary CO or a real CO because in his estimation a temporary CO meets the intent of the tax abatement incentive. **Cncl. Sebastian** noted that would complicate the problem now, questioning if the temporary CO included the whole building or just those four (4) units that were sold. **Cncl. Rich DiLucia** questioned who was paying the taxes, is it Mr. Romalino or the people who own the condos. Mr. Coles noted the ones where the abatement started in 2008 the individual units paid. **Cncl. DiLucia** noted that somebody knew that he was dealing with these as condos; not rentals. Mr. Coles noted the official tax records indicate Advanced Realty Corporation is paying the taxes. **Cncl. DiLucia** noted if he owned the entire property and they were not condos he would be responsible for the taxes. Mr. Coles felt that he may be paying the mother lot taxes (*land taxes*). **Cncl. Walt Bryson** spoke with regard to the date of completion. **Cncl. Sebastian** then explained the date of completion was for four (4) units that were sold as condos. The remaining units left had a tax abatement for unfinished land for five (5) years. So, he (*Romalino*) was paying for two or three years a reduced tax abatement over a period of time on a reduced assessment because it was not a finished building. If it is now extended do we start from day one back to 20% for the first year because he already did a 20% on these units. Mr. Coles noted it starts out at 20%, as the first year is free. It was noted that it would actually benefit us to agree to have it start now and charge a 20% reduction on the finished product and let it go for five (5) years then as now there is only three (3) years left because he was paying a reduced amount in the first 2½ years. **Cncl. Daniel Teefy** questioned what was included in the original Planning Board resolution. The Clerk will have that information sent to council for their review. It was decided to invite Mr. Romalino to a future work session for discussion on the matter.

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**C.) PUBLIC PORTION**

**Cncl. Ronald Garbowski** made a motion to open the Public Portion. The motion was seconded by **Cncl. Rich DiLucia** and unanimously approved by all members of Council.

**Jim McAloon - 769 Sherwood Drive (Chestnut Green)** approached mayor and council with regard to on-going flooding and drainage problems on his property and requested an update on the previous presentation he made that took place at the December 28, 2010 Council Work Session. He added that snow also has an impact on the flooding and when the snow melted, he had standing water in the back areas yet again. Again, Mr. McAloon explained that he has an easement that runs along the back of his property line and over the course of time they altered the survey on his property approximately seven or eight times in an attempt to get the water to drain. The matter has gone back and forth and he is left in the middle with the problem. There was another drain system installed and Mr. McAloon was not advised once this system was in you could not plant anything on the top of it. Now it is really, really shallow in some places and on the side of his property (*where there is no easement*) a tube comes up 40 feet along the side. Mr. McAloon then referred to the plan that was previously brought forward where a number of landscapers had been brought in for some type of solution and there was one individual who knew most about how to utilize the running water coming into the property. He spoke of his efforts in getting Assemblyman Moriarty involved in his efforts to solve this problem. He then referenced letters drafted by Tim Kernan that prohibits him from going and trying to get warranties, etc. involved because those letters actually support K Hov and not us as a township. Again, he was in attendance to reiterate that the problem still exists. **Mayor Gabbianelli** noted that he personally questioned Mr. Kernan on this and he requested clarification from McAloon with regard to the location of the easement on the back of his property as well as the location of his fence. Mr. McAloon went on to explain that his property was the first K Hov house out of a Ryan development. They did not want to touch the Ryan house, even though we did find out (*through paperwork*) that the Ryan property was altered around the neighbor's fence because she was flooding out also when they broke ground. In taking care of that property, Mr. McAloon felt that he got the brunt of it because her property line comes into the side of his property. The last house built is the one that sits between these two houses, it sits on the corner and is the highest house on the block. Discussion continued on the condition of the property and what has been done so far with respect to placement of drains. He explained the drains run perpendicular to his fence and they are trying to tell him that the water is supposed to run from his house that way into the drains, but because it is not perking, it has to do surface running. They have altered it as one corner of his property sits up and the swale would be at least three to four feet into his property. **Cncl. Frank Caligiuri** noted the only way to make this work is to change the laws of gravity. **Cncl. William Sebastian** requested some clarification on the easement location and where the drains were installed. Discussion continued with Mr. McAloon then explaining that he stated to K Hov that he was not asking for plantings, etc. and when the representative from K Hov came he advised Mr. McAloon that they wanted to put a crushed stone rock bed, landscaping fabric, then raise it up and put up wall to keep the soil from running out because without a wall that soil will just keep washing out. He

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**C.) PUBLIC PORTION** *(cont'd)*

then advised that videos were taken. He then noted (*on record*) that Tim did tell him point blank, that the drainage ditch is two properties down. So, the pipe in his yard still travels across someone else yard and they do not even know this. After this, it goes into the city storm system. Mr. McAloon then noted Tim did say that no one listened to him that the drain should have been up here at the corner of his property and they should have redone all the properties (*they could not touch the Ryan homes*).

In conclusion, Mr. McAloon noted that he is now just stuck with a mess and his wife keeps hounding him. He explained there is nothing he can do unless he takes on the burden of constructing a wall, attempt to get the soil to stay and place crushed stone as to not impede on the other properties. He then elaborated on a landscaping plan and what it would take to solve the problem. His main concern is that he does not want to foot a bill for something they did with the township saying this and Kernan saying that and now I am in middle. He noted that he held up installing a fence or a pool for two years because all this was going on. He actually asked Tim (*Kernan*) if he could install a fence and he responded yes, no problem. As soon as I put the fence up it became the problem. He did not feel, as a homeowner, that he should be dealing with what is going on. Discussion continued for some time and the Solicitor then requested that council and mayor review the paperwork given to them and this matter be scheduled for discussion at the next Closed Executive Session to review and explore what options may be available as this could be a matter for potential litigation.

**Cncl. Ronald Garbowski** made a motion to close the Public Portion. The motion was seconded by **Cncl. Walter Bryson** and unanimously approved by all members of Council.

**D.) NEW BUSINESS** - None

**E.) OLD BUSINESS**

**Cncl. Walter Bryson** referred to a report received from Land Dimensions and an application that was sent to the state (*Blaze Mill/Paparone*). He questioned if we are still pursuing this situation, even though this council had recommended some changes, or least recommended some things to be done before accepting this from a developer. **Solicitor, Charles Fiore** explained that application, as it exists, does not give approval to the developer to develop that site (*boiler plate approach to develop*). It is certainly not the township signing off on the proposed intersection plan or on any other improvement, Mr. Paparone would like to see. Mr. Fiore advised they are scheduled to come in for a Closed Session at the next council meeting just to exchange some ideas to see what council wants. That was part of the application submitted to the state in order to move forward with the improvement to the intersection, preserving the \$2 million dollars but in no way is the municipality approving of the number of homes that Mr. Paparone wanted for that site. **Cncl. Bryson** then noted this intersection is not conditional or contingent upon approval of this council or any other council, they are separate and distinct and questioned if Paparone

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**E.) OLD BUSINESS** *(cont'd)*

will do this intersection yes or no, with or without this. The Solicitor indicated that he (*Paparone*) is either going to improve the intersection with our dime or at some point in time, if he doesn't participate now, will have to participate with his own money to improve the intersection. He added the only way that corner ever develops is either each of the corner owners participate individually with money out of their pocket or they take advantage of the benefit of the \$2 million and the entire intersection is re-designed. The only thing they are giving up, at this point in time is right-of-way. Mr. Fiore advised that technically the Wawa (*opposite corner*) has not renewed their lease, and they are not a real applicant for this project. **Cncl. Bryson** indicated what he would like to see done in this situation is due process, period. Submit to the zoning board (*for variance*) and planning board and nothing else. **Cncl. Frank Caligiuri** did not recall an application being made to the planning board. The Mayor explained he has not made any applications; he is suing under the *Builders Remedy Lawsuit*. **Cncl. Caligiuri** noted even if he is suing, he still has to demonstrate he had an application and he was turned down. You don't just decide you are going to lose on your application before the proper board and file suit, or you will lose. Discussion then took place with regard to Rt. 322, LLC matter. The Solicitor then noted he thought that is why they are now coming to the table because it was expressed to them that the township wants mostly, commercial. Obviously, any developer is going to try and tell you that you need rooftops to fill the commercial. **Cncl. Caligiuri** questioned why they are talking to us, why don't they make the proper applications to the proper boards and why are they circumventing the system. Mr. Fiore explained there is litigation going on and there are attorneys involved. He sent the letter indicating council said thanks but no thanks. Mr. Schatz then contacted Mr. Fiore, yet again and he in turn contacted the council president and what he ended up being was their scheduling secretary. He then asked for some direction from council. **Cncl. President, Dilks** noted that he explained they must come in here with some changes; we were not going to entertain anything without some kind of change to the proposed plan. Discussion continued on the funding and costs involved with building such an intersection.

**Cncl. Walter Bryson** posed another question relative to this, that being, for public record where do we stand with COAH protection. We do not now have a plan in place, which we took away and we do not have a master in place, which was released. Exactly where do we stand and do we have any protection, and if we do have protection, what do we have and how. **Solicitor Fiore** responded indicating we have a protective order through the NJ Rt. 322 litigation, that we entered into and no one has challenged; that is still in full force and effect until a superior court judge throws it out. He went on to explain that we released the master because it was not only looking at NJ Rt. 322 they were, on a monthly basis, reviewing our COAH plan on a regular basis, thus expending \$5,000.00 to \$6,000.00 a month out of the COAH account, that is why we stopped it not to deplete the COAH account. **Cncl. Bryson** questioned if we are under protection via court order then when is this court order suspended? Mr. Fiore noted until someone challenges it and we are being challenged, however we have not gone to court and had the lawsuit thrown out because of the fact we are in negotiation dealing with the development of the intersection. He went on to speak of how you might want to develop the intersection, how do you minimize the cost to the municipality. You bring all four corners to the table, people who have a vested interest.

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**E.) OLD BUSINESS (cont'd)**

After a lengthy discussion and with the Solicitor offering some background information on the intersection and the four parties involved and how you may be able to move the process forward some questions were posed. **Cncl. Walter Bryson** indicated two questions were answered for him, one being that COAH is out the window right now. **Cncl. Bryson** then noted that now, this may have just opened this township up to future COAH lawsuits, including this one. Mr. Fiore explained the state said COAH is out the window. COAH will come back and it will be called something else. **Cncl. Bryson** added that you will have to have some kind of a plan and questioned why we do not pursue the plan, or at least, bring back the plan. The Solicitor then noted, just to make the record clear, since COAH has been in existence we have been sued only twice. Look at other municipalities: Washington Township is being sued at least once every other year on Builders Remedy Lawsuits. We should take pride, from a legal standpoint, as people often ask exactly what I do. Mr. Fiore noted that his job is to keep us out of the wringer on a daily basis. COAH as we know it is not going to continue to exist, right now in order to formulate a plan what would that be based on. The legislation has not been finalized to tell us what the plan should be. **Mayor Gabbianelli** noted if they make the changes that are currently being talked about, we are covered. **Cncl. Bryson** then continued and noted that you are trading off an intersection for a high-density housing unit that is already going to over 300 houses (*in this particular proposed plan*). He noted the high density and that you are taking this and tying it in with 132 apartments in that area. Then down the road on 322, which is to come, is another 200 to 300 homes. What makes you think that what you are doing to that intersection is going to make any kind of improvement at all for the future? He certainly could not see it, the only thing he sees is the fact that the property should stay the way it is zoned; the way it is zoned right now is commercial. **Cncl. Bryson** was emphatic that it should stay commercial and that no housing be built, regardless of who the builder is. **Cncl. Bryson** noted that this area happens to be his part of town and he felt that the density is way too much, that we are going around the situation. The situation should be that whomever the builder is they should follow what builders should do and file with the appropriate boards. The builder should not go here, there or to you. **Solicitor Fiore** noted he is the legal representative for the town and they are coming to me and it is not his project. He felt it was too dense also and he felt everyone agreed with this. **Cncl. William Sebastian** explained there are only two ways a home is going to be built on that corner (*Rt. 322 & Fries Mill Road*). One option is if it goes through the zoning board and gets a change to the zone from commercial to residential. The second option is if Paparone files suit in superior court to have the restriction lifted that is currently in place under Rt.322 LLC and a judge agrees to it. **Mayor Gabbianelli** again stressed that right now, according to the master, we are covered. The Solicitor noted when you think of the developers this matter involves, if they thought they could have challenged that protective order, they would have challenged. **Cncl. Walter Bryson** then noted that he wants this to remain commercial because it is in the best interest of the town and in the best interest of the people in his Ward (*Ward 3*). He added there will be a need for businesses such as a food store and other types of retail in that area. We are in close proximity to Glassboro and it is becoming a collegiate town and a technical center. If we ever want to do anything to tie into this, we may want to put something commercial there. In the area just before this intersection, there is also an industrial center and perhaps someday that could tie into what is going on

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**E.) OLD BUSINESS (cont'd)**

at Rowan for instance the possibility of being an incubator for technology, which does not necessarily need to be located next to a major road. Discussion continued.

**Solicitor, Charles Fiore** noted at the last work session a resident of Hunter Woods approached council with her concerns on the lack water pressure in her area. Mr. Fiore then referred to a letter dated February 6, 2011 from Jerry Moore, Executive Director of the MMUA with regard to a status report on the efforts to increase water pressure and volume near Hunter Woods. In the letter, it advised that there has been completion on the construction of a 2 million gallon concrete storage tank and adjacent booster pumping station. Another issue was one of some type of building moratorium being in place in Washington Township. Mr. Fiore contacted Tim Chell, Solicitor for Washington Township and was advised that they do not have an ordinance or resolution in place for a building moratorium. There is an issue with their MUA and the DEP but it has nothing to do with any of the township ordinances or resolutions. He also added he is waiting to hear back from Jamie Reynolds, Ingermann Group about their web site information with regard to Section 8 housing.

**Mayor Gabbianelli** then advised that he received a call from Dave Savoia, Penn Realty and was advised that all the properties involved with the Walmart went to settlement today.

**F.) COMMITTEE REPORTS**

**Cncl. Frank Caligiuri** advised of a Budget Committee meeting to be held on Tuesday, March 1<sup>st</sup> at 6:30PM.

**Cncl. William Sebastian** advised of a new APP being available for iPhones where you can access Gloucester County police, fire and ambulance.

**Director of Public Safety, Jim Smart** advised of an incident (*fire*) that took place at Pat's Pizza (*inside the office area*). This property will be shut down until further notice and inspections are done by the Board of Health and Fire Officials.

**Cncl. Rich DiLucia** reported that the Finance Committee met again on the interest rates involved with tax delinquencies. It is very difficult to get an exact number on how much revenue is collected from 8% delinquencies and how much we collect on the 18%. We can get estimates (*ballpark figures*) but it is evident that whatever is done is going to affect the total budget and until we have a chance to review, the budget figures in depth there can be no decision made on this.

**G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED - 2/22/11**

**Cncl. Frank Caligiuri** questioned Resolution R:56-2011 and R:57-2011 and why there was no mention of Penn Realty in the Performance Surety Bonds posted for both the on-site and off-site improvements. **The Solicitor** explained that Walmart Real Estate Business



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**G.) QUESTIONS REGARDING RESOLUTIONS (cont'd)**

Trust d/b/a Store #3774 is the Principal as Walmart will be constructing the building. **Cncl. Caligiuri** then questioned **R:59-2001** and exactly where the project area was located. It was noted this was Williamsburg Village.

**Cncl. Walter Bryson** questioned Resolution **R:58-2011** noting there were some major issues relative to the sewer and water in the Carriage Glen development. **Engineer, Dave Cella** explained that both the sewer and water are covered under the bonding by the MMUA. This reduction is strictly for the site work (*storm and roadway*) and the reduction amount is appropriate to cover the necessary site work remaining.

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

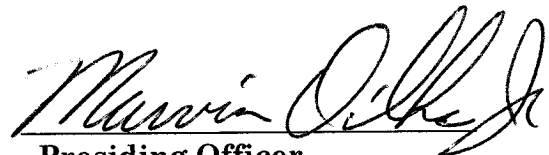
**I.) ADJOURNMENT**

With nothing further for discussion, **Cncl. Ronald Garbowski** made a motion to adjourn the Council Work Session of February 22, 2011. The motion was seconded by **Cncl. Frank Caligiuri** 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 February 22, 2011 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 Jim Date 3/8/11  
Approved as corrected \_\_\_\_\_ Date \_\_\_\_\_