

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013**

A.) OPENING CEREMONIES & ROLL CALL

The regular scheduled Work Session Meeting of the Monroe Township Council was called to order by **Council President, Daniel P. Teefy** 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.: South Jersey Times, Courier Post and the Sentinel of Gloucester County). A copy of that notice has been posted on the bulletin board at the Municipal Complex.

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

ROLL CALL OF PUBLIC OFFICIALS

Cncl. Walter Bryson	Present	
Cncl. Frank Caligiuri	Present	
Cncl. Marvin Dilks	Present	
Cncl. Rich DiLucia	Present	
Cncl. Ronald Garbowski	Present	
Cncl. William Sebastian	Present	
Cncl. Pres., Daniel Teefy	Present	
Mayor, Michael Gabbianelli		Excused
Business Admin., Kevin Heydel	Present	
Solicitor, Charles Fiore	Present	
Engineer, Dave Cella	Present	
Dir. of Finance, Jeff Coles		Excused
Dir. of Public Safety, Jim Smart	Present	
Dir. of Code Enforcement, George Reitz		Excused
Dir. of Public Works, Bob Avis	Present	
Municipal Clerk, Susan McCormick	Present	

B.) MATTERS FOR DISCUSSION

Cncl. Pres., Daniel Teefy noted there was nothing formally scheduled for discussion. He did however indicate there were a few tax matters that just recently became known and Tax Collector, Joan Rumpf was in attendance to speak on those issues.

C.) PUBLIC PORTION

Cncl. Richard DiLucia made a motion to open the Public Portion. The motion was seconded by **Cncl. William Sebastian** and unanimously approved by all members of Council.

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

C.) PUBLIC PORTION (cont'd)

At that time, **Cncl. Pres., Teefy** referred to Resolution R:163-2013 Resolution Authorizing Cancellation Of Property Taxes For The Streams Of Life Fellowship Church scheduled for approval at the regular council meeting. He posed a question with regard to the 501C requirement and if that process had been completed.

Gary Stiles and Irene Stiles Streams of Life Ministries were both in attendance for this matter and Mr. Stiles indicated that yes, the 501C had been turned into the county sometime in March, it was approved and there is no problem with that. **Joan Rumpf, Tax Collector** explained she was advised by the Gloucester County Office of Taxation this property was not to be exempt until 2014. She questioned if anything different has come from that office saying that the 3rd and 4th quarter taxes should not be paid. **Cncl. Pres., Teefy** indicated no, they do not have the legal status.. He noted he spoke with the county directly and they explained October 1st is the cut-off date for tax exemptions. His thinking was if you are buying a building and you are a non-profit organization and it was not a non-profit building prior; don't ever purchase the building until September 30th. **Gary Stiles** then responded what would have happened is our strategy of purchasing the property would have been different if we had known this. The solicitor noted unfortunately, the township is controlled by state statute, more specifically Title 54 that dictates what we can and cannot do legally. Certainly, everyone is sympathetic to your plight however; we are bound by the statute and if we violate the statute it, may in fact, provide some further liability to the township on other issues. This is why council's hands are tied with respect to the 2013 3rd and 4th quarter taxes.

Beatriz Sanchez – Saddlebrook Development approached council with a question regarding the assessments conducted on the properties within Monroe Township. With the economy being so bad, she questioned if there are any plans in the future to reassess properties, because the values given do not truly represent the actual market values. **Cncl. Pres., Teefy** explained the county now handles all assessments and this year there was a Compliance Plan put into place that encompassed about 48% of the residential properties. There was a great concentration on developments, not the rural areas. **Business Administrator, Kevin Heydel** noted what is happening is the pricing that is now on those lists, if you take a look at the current market value of them, still may not be where the assessments are with probably a difference of approximately \$20,000.00 (*estimating based on his experience*). Mr. Heydel did advise that Ms. Sanchez did have her property assessment lowered through an appeal. In February, 2014 you will receive an assessment card in the mail, at that time you should check what your assessment is at which time you will have the opportunity to file an appeal once again. He went on to elaborate on the Compliance Plan where 48% of the developments already have had their assessments lowered, while the other 52% have not so they are sitting at assessment rates that were put out there in 2008. We are still destabilized in our tax base and there is still some evening out that needs to be done. **Cncl. Walter Bryson** went on to speak on the Compliance Plan and explained how this was implemented. Basically, it spread our assessment out over a three year period which doesn't really work out fairly for all residents. He felt we should have had a total reassessment performed at one time but it is not being done that way. Therefore, we have to go by this Compliance Plan. He added he would say after this Compliance Plan is complete we will have to do a reassessment.

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

C.) PUBLIC PORTION (cont'd)

Cncl. Bryson again reiterated that Ms. Sanchez has the right to appeal which must be submitted by April 1st of each year. Discussion continued on the appeal process and comparable sales.

Peter Macchia approached council with a copy of his tax bill and questioned the interest payment, explaining that he had received an "advise only" bill and then received a letter that he was delinquent. Now they are requesting a \$20.00 interest payment. It was noted the actual interest charge was **\$13.49**. Mr. Macchia felt this was a computer mistake and yet they still want me to pay the \$20.00 and advised council he paid his taxes a couple days late after the 12th deadline. **Tax Collector, Joan Rumpf** attempted to clarify what had transpired and she explained he had until August 12th to pay his taxes and this date was indicated on the bill sent. She explained her question to Mr. Macchia, when he came in to pay, was why he did not call when the time was getting closer to say that he did not receive an original bill just the "advise only" bill. He would have been advised that he could certainly use that bill to pay. At that time, **Cncl. Frank Caligiuri** motioned for Mr. Macchia, after which he (*Macchia*) questioned if he should make out a check for whatever the delinquent interest figure was. Mrs. Rumpf advised Mr. Macchia to come into the tax collector's office tomorrow and they would advise of the actual figure as of that date. Mr. Macchia thanked everyone for their time. The solicitor then noted for the record that our bills conform to the state statute and there is no other requirement beyond what the bill says, so if any other resident would seek that type of refund, legally the bill was proper and it was sent out in time. There was a question posed if Mr. Macchia was still considered delinquent. Mrs. Rumpf explained he is delinquent now because what he paid was his principal and he has interest now on that balance. **Cncl. Richard DiLucia** noted his feelings on what transpired adding that now Mr. Macchia thinks he is clear, that he received restitution. When what really happens is (*and the computer will generate*) he is now delinquent \$13.49 for X number of days and he will get another bill saying he now owes a small amount (*\$.50 - \$1.00*) and he will be back again. **Cncl. Pres., Teefy** noted he will be in tomorrow to pay all the late interest charges. **Cncl. DiLucia** hoped that he understood this. **Cncl. Sebastian** indicated he would contact Mr. Macchia and explain to him again what he should do. **Cncl. Sebastian** explained that in speaking with Mrs. Rumpf he found that the man has been paying his own taxes for two years (*2011-2012*) and somewhere along the line, the bank code got back on the maintenance sheet. Then the notice went to his old mortgage company, it has since been corrected. The problem Cncl. Sebastian had was how did it (*bank code*) get on there in the first place after two years. Exactly how did it get regenerated? Mrs. Rumpf explained she was unsure how this happened as the office was getting numerous calls on why they were receiving "advise only" bills. Once received the office immediately took it off and advised the homeowners to use that as their bill. It is the same bill (*and contains same information*) as one that did not have "advise only". **Cncl. Sebastian** noted he understood this, however this gentleman has been paying and there was no code on his bill, it was already deleted and two years later it appeared back on the maintenance sheet, how did this happen. Mrs. Rumpf indicated that we are not sure and she contacted someone from the state (*tax advisor*) and one of the things that could have happened, was 90% of the problem notifications were electronic payments from certain mortgage companies that process electronic payments.

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

C.) PUBLIC PORTION (cont'd)

She explained the only way a bank code can go on to a property is if the homeowner sends in a "letter of authorization" signed indicating they want a certain mortgage company to service them. At this point, she has instructed her staff that they can delete (*deleting is no problem*) a code but we are not to add unless we have a form with the homeowners signature stating we want a certain bank code on our property as our mortgage company will be responsible for payment. **Cncl. Pres., Teefy** questioned Mrs. Rumpf if you could run an audit to see when that change took place or who changed it. She responded, no. **Business Administrator, Kevin Heydel** noted there should be some type of user audit that shows what transactions you generate. The problem you would have is they are generating so many transactions, when do you trace it back to. You may be able to get it but he was unsure how much it would tell you. **Cncl. Pres., Teefy** he was only speaking as to the property being discussed (*one particular property*). Mrs. Rumpf advised that Mr. Macchia received a bill last year at this time and the back code was not on there so it had to happen sometime between when the bills went out last year and out this year. Mr. Heydel questioned if you could look at this property and find the date the transaction was changed. Mrs. Rumpf noted it is just a click, highlighting numbers and deleting/clicking them off. Mr. Heydel noted you would have to go back to a user ID log in order to be able to retrieve this information.

Cncl. Ronald Garbowski made a motion to close the Public Portion. The motion was seconded by **Cncl. Walter Bryson** and unanimously approved by council members in attendance.

D.) NEW BUSINESS/MATTERS

Cncl. Pres., Daniel Teefy spoke of a letter that was just received today from Jackie Branham-Capps on a tax matter. **Cncl. Frank Caligiuri** indicated he received the letter adding that the resident had run a little behind but has been pretty vigilant about making payments. **Tax Collector, Joan Rumpf** explained that back in 2010 a resolution (*R:223-2010*) authorizing a taxpayer agreement/installment plan for 2009/2010 taxes was approved for this individual. Mrs. Rumpf then noted the resident had fallen behind along with four other taxpayers in 2011 and a resolution (*R:193-2011*) granting an extension was approved so that these particular taxpayers could catch up otherwise they would have gone to tax sale. Mrs. Branham-Capps was caught up but now she fell behind again so Mrs. Rumpf contacted her to let her know, because when they sign these installment agreements they are saying they will keep their installment payments current and any taxes that become due have to be paid in a timely fashion. At this point, she has been making an effort and she did come in with a large amount of money just a few weeks ago. However, at this time, she is three (3) installment payments behind with her fourth (4th) one coming up on September 19th. With respect to her 2013 taxes, she is behind on part of her 1st quarter, all of her 2nd quarter and 3rd quarter that was just due. Mrs. Rumpf informed the taxpayer that because of her agreement (*not keeping up*) she would be subject to this year's tax sale and this perhaps sparked her letter to Cncl. Caligiuri. **Cncl. Caligiuri** stressed that up to a certain point she was making a vigilante effort and he urged everybody to read her letter as he thought everyone could relate to the circumstances. **Cncl. Pres., Teefy** noted as he understood it, we did an agreement and you cannot get a second agreement. The solicitor

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

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

noted pursuant to Title 54 that is correct, you can modify the existing agreement but that is something that would be up to council and if they felt there were circumstances to do that. **Cncl. Richard DiLucia** questioned, for clarification purposes, when you say "modify" does that mean to take the arrears and then divide that into bigger payments going forward. The solicitor explained there was an existing agreement adopted by council and then that agreement was modified, therefore they were given the ability to repay under the first agreement. Then circumstances arose where they could not make the payments under the initial agreement so it was then modified by council. **Cncl. DiLucia** questioned, if legally, we could modify again. The solicitor responded, you can, but will that be construed as a second agreement. Mrs. Rumpf explained what she advised the resident was if she can bring her installment current (2010 taxes), I cannot sell 2013 taxes in a tax sale this year, it must be 2012 taxes or years prior to that. What she is paying in her installment is 2010 taxes, if she can bring that current, my list is going to be pulled for the tax sale at the end of September. At that time, she will owe \$1,038.05 in her installment. If she does not do that than she will come out of the installment plan, and all of 2010 will be part of the tax sale, and this is the part that will put a lien against her taxes. Now, as far as 2013 taxes, according to the plan, they are to be kept current but even if they are not they cannot be included in this year's tax sale. Discussion continued on the language in the agreement and if this could be interpreted as a modification. The solicitor then noted that the installment for 2010 will be paid, 2012 has been paid, then 2013 will remain open and you won't be able to sell it until 2014. Under the current agreement, she must make effort to pay. He noted we may have to modify the agreement stating that 2010 must be paid in full, then new installments for 2013, but then, if in the event, she is delinquent on that we are carrying that until next year. **Cncl. Pres., Teefy** indicated he felt we need to do research on this to make sure of what we can and can not do. Mr. Fiore explained that arguably you could say it was a modification because there is still an existing agreement. **Cncl. Pres., Teefy** noted the agreement was for 2009-2010 not for 2013. The solicitor urged council to look at this very, very closely because now you will have taxes open for the entire 2013 year and then some. **Cncl. Walter Bryson** questioned if there were a number of years you have to pay off your taxes. There was a brief discussion on taxpayer agreements and the effects it has on your collection rate, the budget and Mr. Fiore advised some towns won't even entertain taxpayer agreements, they philosophically do not do them. Solicitor Fiore questioned Mrs. Rumpf on when this came to light, was it when she became aware of the fact she was going to be placed on the tax sale. Mrs. Rumpf explained it was when Mrs. Branham-Capps came in to make her payment, for the 2012 taxes. At the time I was sending notices to people who had delinquent 2012 taxes (*at the beginning of the year*) they would be subject tax sale. She then paid but because of that agreement (*previously discussed*) I had to let her know she would be subject to the sale. **Cncl. Richard DiLucia** spoke and noted what he gathered from the tone and given the economy we are certainly not looking to beat people up, we are trying to find a way. He felt the one question needed to be answered before anything can be done was, can she make payment on whatever the number is in order for her to catch up so that the tax office is in good legal position. If she can make that payment, then I think we have a better basis to make a decision. If she says no, I can't make the payment and it is something we are not going to be able to do legally, then this is a self answering question. **Cncl. DiLucia** felt all of council would like to do something.

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

D.) NEW BUSINESS (cont'd)

So, why don't we find out what she can do and if that satisfies the minimum requirement for us to amend the agreement. **Cncl. Frank Caligiuri** noted she has never had a tax issue, which he knew of. She came upon hard times, her husband became disabled and was out of work for several months along with being faced with the economy (*compounding circumstances*) it wasn't that she couldn't afford the house, it is in a relatively modest area of town, she just had some extenuating circumstances. **Cncl. DiLucia** noted for clarity he did not mean to imply that she could or could not afford it, he was just trying to find out if she could make a minimum payment that would satisfy legal requirements. **Cncl. Pres., Teefy** questioned just what the minimum payment would be. **Tax Collector, Joan Rumpf** explained if she was to bring 2010 taxes current by the end of September it would be \$1,038.05. Due to her not having 2013 current it creates an issue and the question is, can something be done with that for the resident? Because if I have to go by the verbiage contained within the resolution/agreement all the 2010 taxes will go to tax sale. Mrs. Rumpf then noted there are installments scheduled all the way through 2015 (*5 year plan*) therefore her total loan with us is \$6,020.00 and its all due up until 2015 but to bring it current at the end of September it will be \$1,038.05. Her point, being the tax collector, '13 is delinquent and looking at the resolution and she has defaulted do I say to her since you do not have your 2013 current I have to pull you out of the installment plan, the rest of 2010 is delinquent and you have to go to tax sale. **Cncl. Ronald Garbowski** noted he felt we should just find out if legally we are able to modify her current agreement. **Cncl. Pres., Teefy** added we wouldn't want her to go to tax sale and lose her home. Mrs. Rumpf explained she could contact the state advisor and inquire on this. **Cncl. William Sebastian** noted if a modification can be done it would have to be done by the first meeting in September in order for her to meet the deadline. **Cncl. Walter Bryson** requested Mrs. Rumpf to please inquire at the state level to see if there is anything within the Department of Community Affairs that could aid her with her taxes. **Cncl. Richard DiLucia** noted that those delinquencies are being paid with a 18% interest rate, so it is not like council is just wasting tax payer money, this is an exorbitant rate and spread over a period of time is a considerable amount of money that comes into the township when it is paid.

E.) OLD BUSINESS - None

F.) COMMITTEE REPORTS

Cncl. William Sebastian noted there was nothing scheduled in reference to the towing ordinance. He did acknowledge there were a few towers in attendance he deferred to the solicitor to reinstate the fact that we have made no changes to the towing ordinance. **Solicitor Charles Fiore** advised that the towing ordinance was not been changed; it was discussed at the last Ordinance Committee meeting where there was a presentation and there are currently no changes that are proposed at this time.

Cncl. William Sebastian, Ordinance Committee Chairman noted there was a meeting originally scheduled for Wednesday, September 4th however the solicitor has a conflict on that date and requested, if possible, to reschedule the date to Tuesday,

**MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013**

F.) COMMITTEE REPORTS (cont'd)

September 3rd. It was the consensus of council members to reschedule the Ordinance Committee Meeting to **Tuesday, September 3, 2013.**

Cncl. Pres., Daniel Teefy reported the committee did meet with respect to the Blaze Mill ordinance. He noted Tim Kernan's office went back and revisited their draft ordinance and sent revisions to all committee members. **Cncl. Pres., Teefy** advised they were looking to schedule another meeting on Thursday, August 29th at 7:00PM. Hopefully, this matter can then be addressed at the Ordinance Committee meeting.

G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED – 8/26/13

Cncl. Richard DiLucia posed a question on Resolution R:160-2013 (*Drive Sober or Get Pulled Over 2013*) scheduled for approval at the regular council meeting. It was noted there may be available grant monies and a resolution of the governing body would be a requirement to apply, this is why the police department requested council action.

Cncl. Pres., Daniel Teefy referred to Resolution R:163-2013 (*Authorizing Cancellation of Property Taxes for the Streams of Life Fellowship Church*) and advised that Solicitor Fiore would like to look into this further to makes sure of the legalities associated with this matter. This Resolution will be tabled and addressed at the September 9th meeting. Gary Stiles, then questioned what they should do about payment of their taxes as they were hoping this resolution would move forward. **Cncl. Pres., Teefy** advised for them to hold tight for now until we can determine what we can and cannot do legally. The solicitor then advised that their taxes must be current in order to go before the zoning board. Irene Stiles noted it was an approved use but they needed a change in venue (*commercial to institutional*). Gary Stiles noted we do have Pinelands approval and everything hinges on moving forward. He then thanked council for their time.

Cncl. Richard DiLucia questioned Resolution R:161-2013 (*Interlocal Agreement Monroe Township Board of Education and Monroe Township, School Resource Officer*) and if this was a negotiated amount and how was that derived. **Business Administrator, Kevin Heydel** explained this is based upon two (2) officers at a \$90,000.00 salary that is prorated, this is a nine (9) month position based on the school term. He further explained we have a program where we place School Resource Officers in the schools; one assigned to the high school and one to the middle school. This serves as a good community outreach program and aids in keeping kids out of trouble.

Solicitor Charles Fiore spoke on Resolution R:166-2013 (*Resolution Authorizing The Township Of Monroe To Enter Into A Takeover Agreement With American Southern Insurance Company And Patriot Communities, LLC For Completion Of Site Improvements At Marissa Estates*) and advised this involves the drawing upon the performance bond for the Marissa Estates subdivision. There are issues that have been going on the last couple of years and this Takeover Agreement is between the township, the insurance carrier and the original developer who is under a pretty tight timeline along with Dave Cella, ARH to

MINUTES
COUNCIL WORK SESSION
TOWNSHIP OF MONROE
AUGUST 26, 2013

G.) QUESTIONS REGARDING RESOLUTIONS SCHEDULED – 8/26/13

complete the bondable items. One of the provisions under the agreement however dealt with the videotaping of the storm sewer that took place some three (3) weeks ago. It was determined, because of the video, that there were several areas of high-density polyethylene (HDPE) piping that were damaged during installation or failed at some point in time. He explained, added to the Takeover Agreement referred to in the "scope of work" the HDPE pipe repairs are needed. This will be done to the satisfaction of the township engineer, not to the satisfaction of the developer. There are three (3) or four (4) areas in question, one being pipe failure the other two being caused by someone puncturing pipe (*perhaps by setting a fence post*). Other areas involved the gas company running a line. Mr. Fiore further explained, if you recall, this was a similar issue (HDPE piping) in the Preserves subdivision. The RSIS allows developers to utilize the high-density polyethylene (HDPE) pipe versus the concrete piping. In the future, we are looking into doing an ordinance that, even though RSIS says you can do it, where we as a municipality will place further restrictions on the utilization of such piping. Hopefully, we will soon close this project out and after that we are working on finalizing the agreement concerning the "Serenity Woods" development. After that we are still working on the issues involved with the "Amberleigh" subdivision.

Solicitor Charles Fiore then referred to Resolution R:167-2013 (*Resolution Of The Township Council Of The Township Of Monroe Authorizing The Settlement In The Litigation Captioned "John G. Simmermon, III, Et Al. VS. Monroe Township Et AL." Civil No. 09-CV-5880*) explaining the case is going to be resolved tonight via council action (*if affirmatively approved*). He indicated one change to be made to the resolution, explaining at the time he prepared the draft resolution he was not made aware of any payout schedule. A payout schedule is to be included within the resolution, this being negotiated by Plaintiff's Counsel and Counsel on behalf of the MEL. It will read:

Whereas, as a result of negotiations, a proposed settlement in the sum of the \$1,000,000.00 will be payable to the Plaintiffs in three installments:

1. *\$335,000.00 payable within fifteen (15) days of an executed Release in 2013*
2. *\$335,000.00 payable within the first ten (10) days of January, 2014*
3. *\$335,000.00 payable within the first ten (10) days of January, 2015*

Mr. Fiore then noted for the record, this was the settlement negotiated by the JIF/MEL on behalf of the township. Certainly, council members still have discretion as to what you will do, however we all received a copy of a letter indicating that the JIF basically said, here is the \$1,000,000.00 the case is settled. If you decide not to approve the settlement then Monroe Township you are on your own. Therefore, at the recommendation of highly competent Counsel (*Charles Austermuhl*) the case was resolved and this will hopefully finalize the settlement agreement.

The solicitor then advised of a situation in the Carriage Glen development and advised a letter has been sent to the OEM Coordinator, Frank McLaughlin to provide a report regarding an issue dealing with methane gas. He noted it would be best not to comment until further information is gathered and Mr. McLaughlin's report can be reviewed.

