

**TOWNSHIP OF EGG HARBOR
PLANNING BOARD (SPECIAL)**

June 30, 2014

Planning Board Professional(s):

Solicitor: Christopher Brown, Esq.: (not in attendance)

Engineer: James A. Mott, P.E., of Mott Associates: (not in attendance)

Planner: Vincent Polistina, P.P., of Polistina and Associates: (not in attendance)

Planning Board Deannexation Professional(s):

Special Counsel: Dean R. Marcolongo, Esq. (present)

Special Planner: Stuart B. Wiser, P.P., A.I.C.P., Remington, Vernick & Walberg Engineers (present)

A special meeting of the Planning Board of Egg Harbor Township was held on the above date, 5:00 p.m., prevailing time, Egg Harbor Township Hall, Egg Harbor Township, New Jersey. The Chairperson opened the meeting by reading the statement in compliance with the Open Public Meetings Act.

Roll Call Taken as Follow(s):

Manuel E. Aponte, V-Chairperson, present
Committeeman John Carman, present
Milas Cook, Alt. #I, present
Charles Eykyn, present
James Garth, Sr., Chairperson, present
Frank Kearns, present

Robert Levy, another engage.
Mayor James J. McCullough, Jr., * See Below
Peter Miller, Township Administrator, recused
Paul Rosenberg, 2nd V-Chairperson, present
MD Shamsuddin, Alt. #II, another engage.

***May the record reflect:** Mayor James J. McCullough, has recused himself, therefore, he has sent Township Committeewoman, Laura Pfrommer, in his place.

PUBLIC HEARING(S):

- Public Hearing:** Deannexation petition submitted by the Seaview Harbor section of Egg Harbor Township seeking annexation with Longport Borough.

Attorney Doyle advised for the record that his initial objections concerning the membership remain. Special Board Solicitor Marcolongo advised this is noted.

Board Secretary Wilbert asked both the Board Members and the public to be aware when moving papers or having conversations. She explained when listening to certain areas of the recordings it can be difficult with the amount of background noise being experienced.

Chairman Garth advised he would like all cell phones either to be turned off or silenced. He indicated if someone needs to make or accept a call to please leave the room to do so. Chairman Garth also advised if anyone is going to read a statement to please provide this document to the Board Secretary so it can be placed in the minutes.

Yvonne C. Burns, 30 Seaview Drive, Longport, NJ 08403, duly sworn. Attorney Doyle asked Mrs. Burns for some history concerning professional background and how she came to live in Seaview Harbor. Mrs. Burns indicated she had lived in Atlantic City since she was a child and South West Philadelphia. She

advised her mother and her aunt had a four (4) story rooming house in the inlet at 6 South New Hampshire Avenue.

Mrs. Burns stated her family was down here constantly and growing up part time in Atlantic City. She further noted that when she was married the first time she and her husband purchased a home in Mystic Island on the Lagoon so she has been on the water for 48 years.

Mrs. Burns stated her aunt lived until she was 88 and they started to look for a home in the area. She advised she did not want to go to Ocean City so they kept looking around to see what they could get. She stated during this time they could not find anything that they could afford so they purchased in Longbeach Island. She indicated they stayed at this location and she remarried in 1987.

Mrs. Burns advised her second husband has a place in Ocean City. She indicated he did not like Longbeach Island so they started looking and they came over the Longport Bridge and she saw a sign saying lots for sale. Mrs. Burns advised when they turned into Seaview Drive they asked someone about the lots, however, the young man could not help them but referred them to his parents Mr. and Mrs. Maury and Nancy Lankin.

Mrs. Burns advised they lived directly across the street from where her home is now. She indicated they had invited them in and they were very wrapped up in Seaview Harbor and they knew just about everything concerning these lots. Mrs. Burns stated she had done research on the lots and the one that she purchased did not need variance relief, thus she purchased the parcel in January, 1986.

Mrs. Burns indicated they had applied for a building permit in the middle of 1986. She indicated during this time she was back and forth down to the sewer department because they were on septic systems and they had found out the lot did have a septic system, but it was never paid for. Mrs. Burns advised they hired an Engineer, William Swiderski and paid the money so they could hook up to the septic system that was on this lot.

Mrs. Burns stated after this she had purchased the home across the street which happened to be owned by Sonny McCullough at the time. Mrs. Burns stated she did not know that he was Mayor at the time and they purchased the home in January of 1987 in a snow storm. She indicated they wanted to do a walk through but could not because the streets were never plowed. Mrs. Burns advised they had stayed at Pier 4 for four (4) days until they finally got to the house.

Mrs. Burns advised they stayed in this house on the weekends until her home at 30 Seaview was constructed. She indicated this is how they ended up at Seaview because they wanted to be on the water because they are boaters and fisherman.

Attorney Doyle asked if there was a problem with the subsequent closing of 30 Seaview Drive. Mrs. Burns indicated yes. She advised they never cashed their deposit and when they mailed them the paperwork they never received it because it went to Egg Harbor Township, 08234. She advised when she called the title company they indicated the paperwork went to Egg Harbor Township and she explained it was not Egg Harbor Township it was Longport, 08403.

Attorney Doyle asked that in 1987 because of a snow storm mentioned Seaview Drive was impassable for three (3) days. Mrs. Burns stated it was January, 1987. She indicated it was either January 30th or

31st. Attorney Doyle asked if snow removal has been any better since then. Mrs. Burns had indicated no.

Attorney Doyle asked Mrs. Burns if she became involved in the neighbors group. Mrs. Burns advised both she and her husband had at the urging of Maury and Nancy Lankin. She advised her husband had been appointed as president. She indicated even back then it had been discussed about moving Seaview Harbor to Longport. Mrs. Burns advised this is 1987, 1988 time period.

Attorney Doyle asked Mrs. Burns if she had any problems with her neighbors that caused her to call upon the Township. Mrs. Burns advised yes. She indicated the neighbor/original owner of 28 Seaview Drive, Nimalanirmla Basavand was going to remodel her home so she gutted it. Mrs. Burns advised Ms. Basavand moved and the house remained gutted. Mrs. Burns then advised the children of Linda Tuscano, who lived across the street began playing in the vacant home.

Mrs. Burns advised she had encouraged Ms. Tuscano's children not to play within the home. She indicated she had notified Egg Harbor Township, but no one came out. Mrs. Burns advised she notified the Township again and still no one came out. Mrs. Burns stated then another owner, Mr. Trap and his partner from Gavelston, Texas bought the home years later and they started to renovate the home. She indicated they placed a roof on and it blew off. She indicated all the shingles blew up against the north side of their home and scored every one of her windows.

Attorney Doyle asked when the Tuscano children were playing in the home and it was a dangerous condition did Mrs. Burns call the police. Mrs. Burns stated yes. Mrs. Burns noted the children also went over to the Lankin's who had a bulk head problem at 32 Seaview Drive not 34 Seaview Drive. She advised the one child had fallen into the hole of the bulk head and Ralph LaPorta pulled her out.

Attorney Doyle asked if any times that she called the Egg Harbor Township Police on these problems did they come to see her. Mrs. Burns stated no. Attorney Doyle asked if they responded to the calls to her knowledge. Mrs. Burns stated no. Special Solicitor Marcolongo asked if Mrs. Burns could provide him a time frame. He asked for month and year. Mrs. Burns stated she had to think of the year. She indicated she believes it was the early 1990's when she moved out and in 1997 when Mr. Trap purchased the home.

Attorney Doyle asked if there was an issue with concerning a Mr. Joseph Smith. Mrs. Burns stated yes. She indicated Mr. Smith purchased lot next to them. She indicated the parcel could not contain a septic system so he could not build upon until sewer came in. Mrs. Burns stated he had hired Atlantic Marine to fix the bulk head on the property. She indicated when Atlantic Marine began excavating they had tore up all the bedrock and the ground starting going into the bay.

Mrs. Burns advised that during this period she had a petition signed by the residents along Seaview Drive because Atlantic Marine left their equipment on Mr. Smith's property for ten (10) months. She indicated this include cranes, water truck and a port-a-potty. She indicated they also had pilings delivered and they would move them from one side of the lot to the other. She indicated it had become an absolute nightmare.

Attorney Doyle asked if this was in terms of aesthetics and danger. Mrs. Burns advised it was danger because they would deliver everything into the street. Mrs. Burns stated she complained to Egg Harbor

Township, Peter Miller, and she complained to Mr. Doran. She advised Mr. Doran is an engineer for the Township and he had answered her letter advising he was on the zoning board and had no way of inspecting the pilings or any of stuff to put a building lot together with pilings.

Mrs. Burns stated Mr. Smith waited out until the sewers came through and then he started construction. Attorney Doyle asked as a result of the complaints and the petition did the Township do anything. Mrs. Burns stated no. Attorney Doyle asked if Mr. Smith ever remove the pilings or the equipment. Mrs. Burn stated no nothing.

Mrs. Burns stated Joe Sanarone who lived at 29 Seaview was an attorney. He had neighbors sign a petition to have Atlantic Marine move his equipment. Mrs. Burns stated it was a storage area for the equipment for ten (10) months. Special Board Solicitor Marcolongo asked what the time frame was when they submitted the petition. Mrs. Burns stated it was either 1998 to 1999.

Attorney Doyle stated in an outline there was a problem concerning a Polly Post. He asked what this was about. Mrs. Burns indicated Polly Post was a neighbor at 26 Seaview Drive. Mrs. Burns states Mrs. Post was taking a bike ride and Mrs. Burns was behind her walking. When Mrs. Post got to the corner of Seaview Drive she was hit by a car coming from Route 152. She indicated the neighbors immediately called the police. She advised Longport came over but Egg Harbor Township never sent any policeman or ambulance. She advised Longport took care of her.

Attorney Doyle stated in Mrs. Burns outline there was mention concerning an alarm at 30 Seaview Drive. He asked for her to explain. Mrs. Burns advised Mr. Smith's alarm kept going off. She called the police. And Longport came. Mrs. Burns asked the police officer's why they came so quickly and they advised Egg Harbor Township does not come out this far and they asked if they could come over. Mrs. Burns stated they feel comfortable with Longport police coming over each time they call.

Attorney Doyle asked Mrs. Burns how many times over the years had she called the police for one (1) problem or another. Mrs. Burns advised she could not count on both her hands. Attorney Doyle asked on any of those occasions was the first responder Egg Harbor Township. Mrs. Burns stated never except when there was a problem at the marina restaurant. Mrs. Burns advised when Linda Tuscano's house caught on fire Longport police, fire and ambulance came, then Somers Point and Egg Harbor Township never came.

Special Board Solicitor Marcolongo referred to Exhibit S23: Mrs. Burns stated she put together all the letters written back and forth to Joseph Smith, Mr. Leonardis, who at the time was the Township Building Inspector, Mr. Doran and she made copies to our attorney's and Sonny McCullough, the Mayor of Egg Harbor Township and Universal Construction Company, which was Joseph Smith's company. She noted he was a mechanic. Special Board Solicitor Marcolongo stated these have to do with the Smith property. Mrs. Burns stated yes.

Chairman Garth asked if Mr. Smith owned Atlantic Marine. Mrs. Burns stated no. Mrs. Burns indicated Mr. Smith would write a letter to Atlantic Marine, who was owned by Ed Thomas blaming them for everything that went on with that lot and then Atlantic Marine would write a letter blaming Mr. Smith and it went back and forth for almost four (4) years. Attorney Doyle asked what was happening on the lot next to hers for four (4) years. Mrs. Burns stated the house was being constructed.

Attorney Doyle asked during the construction of the home were there issues that Mrs. Burns complained about to the Township. Mrs. Burns stated yes. She indicated many issues including the damage that was done to her home, the Lankin's and the LaPorta's. Attorney Doyle asked who had they complained to. Mrs. Burns stated to Peter Miller, Tom Leonardis, George K. Miller, Matthew Doran and James A. Mott. Attorney Doyle stated this is based on a letter dated May 11, 1999. Mrs. Burns advised this is correct and she did not receive any response other than from Mr. Doran, who indicated he could not help them and we had to go to the construction.

Mrs. Burns stated there was a constant complaint because the whole south side of their new stucco house had cement splattered all over it. She stated their cedar fence was broken because of his scaffolding. He advised his scaffolding was on their property. She added Mr. Smith actually constructed outside of his building envelope and so did Ms. Basavand. She indicated that is why they constructed their home with an aggregate setback. Mrs. Burns stated Mr. and Mrs. LaPorta's house the vinyl siding was terribly damaged by Joe Smith's workers.

Attorney Doyle asked where this lot is located in relationship to where Mayor McCullough lived at the time. She advised her home is 30, Joe Smiths was 32, then you have Ralph LaPorta and then the next home is Sonny McCullough's he was 36. Attorney Doyle asked if someone could live within this development and not know the equipment was there for ten (10) months. Mrs. Burns stated the lot was empty and she has photographs of all the equipment sitting on lot.

Attorney Doyle asked if any of these pictures in the book that was passed around. Mrs. Burns stated no. Special Board Solicitor marked the following Exhibits S24: (photograph) front of Mr. Smith's property. Mrs. Burns added the real estate sign on the property did not meet code. It was larger than what is allowed. She stated she is aware of the size requirements because she has been a real estate agent for 42 years. Stated she did bring to the attention of Patty Chatigny, zoning officer for the Township. She indicated Patty notified Mr. Smith but he ignored her also.

Attorney Doyle asked if Mrs. Burns is aware of any action or charges brought against Mr. Smith by the Township. Mrs. Smith stated no. Mrs. Burns referred to Exhibit S25: photograph of crane shown on Mr. Smith's property. Attorney Doyle referred to a large blue industrial vehicle and in the background a grey home. She asked if this is Mrs. Burns' home. Mrs. Burns stated yes. This photograph was marked Exhibit S26.

Attorney Doyle asked if these pictures represent the state of construction next door to her and over the ten (10) month period for which you complained about and the Township did not answer. Mrs. Burns stated yes. Attorney Doyle supplied these pictures to the Special Board Solicitor Marcolongo who in turned marked them as Exhibits S27, S28, S29, and S30 advising they are additional pictures showing equipment and pilings on the adjacent property from Mrs. Burns.

Attorney Doyle asked if Mrs. Burns has pictures concerning a bulk head being undermined. Mrs. Burns stated both her bulkhead and the LaPorta's bulkhead were undermined and damaged. Mr. Doyle asked if Mrs. Burns made a complaint to the Township. Mrs. Burns stated sent a letter to the DEP and EPA and a Mr. Jim Keeping advised. Attorney Doyle asked who in the Township did Mrs. Burns make a complaint to. Mrs. Burns advised she made a complaint to Patty Chatigny. She advised Ms. Chatigny stated she had so many complaints about Mr. Smith that they could not keep up with them all.

Mrs. Burns referred to the DEP letter from Mr. Keeping dated October 9, 1998. Attorney Doyle referred to four (4) pictures concerning the undermined bulkhead. Mrs. Burns stated this is correct and it shows the fence that was broke also. Mr. Smith sent a letter stating he would replace the fence but he never did. He also stated he would fix the cars that fiberglass was sprayed upon but that also did not happen. Special Board Solicitor Marcolongo marked these pictures as Exhibits S31, S32, S33, and S34 (bulkhead erosion)

Chairman Garth asked if the gentleman from the DEP do anything. Mrs. Burns stated he did come down and he was going to fine Ed Thomas, Atlantic Marine and Mr. Smith. Do not know what happen after that.

Attorney Doyle stated the first item within S23 was a notice for variance. He asked who was this for. Mrs. Burns stated this was for Mr. Smith. Attorney Dolyle asked if Mrs. Burns ever had to seek variance relief. Mrs. Burns stated yes in Pennsylvania and also 15 Sunset Drive, Joe Mullins, she indicated they needed variance relief because it was undersized. Attorney Doyle stated in S23 there is a letter dated May 11, 1999. He indicated this is the letter that was sent to various professionals and the only one who responded was the Zoning Board Engineer. Mrs. Burns stated yes.

Attorney Doyle stated beyond Mr. Smith and the issues in the 1990's he asked Mrs. Burns if she still lives in Seaview Harbor and what is good about it. Mrs. Burns stated yes she still lives there. She indicated it is the convenience. She stated they are still off the beaten track but there is convenience. She indicated you can still park your car rather than go to Ocean City and not be able to park your car. Mrs. Burns stated she shops in Longport, Margate, Ventnor, Atlantic City, Somers Point and Linwood.

Mrs. Burns advised they dine mostly in Margate, Ventnor and Somers Point. Attorney Doyle asked what connection does she feel to Egg Harbor Township. Mrs. Burns stated she shops at the Hamilton Mall. She indicated she does not go to Egg Harbor Township at all. She stated she has no need to.

Attorney Doyle with respect to the petition to leave Egg Harbor Township and become part of Longport what are your feelings. Mrs. Burns stated she feels they are already part of Longport. She stated their address is Longport, mail is Longport, Route 152 should have been Egg Harbor Boulevard instead of Longport – Somers Point Boulevard. She indicated they have problems with visitors finding them. She stated it is a different atmosphere than living in Egg Harbor Township. She indicated she has no connection to Egg Harbor Township. She does not go to Church in Egg Harbor Township or the community center. She stated she might drive through it to go to a doctor on English Creek Road, however, most of her doctors are in Somers Point. Mrs. Burns stated she supports the petition.

Board Member Aponte stated he was confused concerning the paperwork from the title company. He asked if it was just not delivered to the correct address because you were living at 30 Seaview Drive. Mrs. Burns stated she never received the paperwork it went to Egg Harbor Township.

Board Member Aponte stated Mr. Smith was not a nice neighbor. Mrs. Burns indicated he either in jail or just got out. Board Member Aponte read on the record the second paragraph of Mr. Doran's letter dated August 30, 1999. Board Member Aponte asked if Mrs. Burns is aware if Mr. Smith was ever fined. Mrs. Burns stated she is not. Board Member Aponte if the records can be checked in this matter. Special Board Solicitor Marcologno advised he will be looking into this matter.

Special Board Planner Wiser stated you complained to Zoning Officer. He asked if she made several complaints to the Zoning Officer. Mrs. Burns states she and Patty were on a first name basis. Special Board Planner Wiser stated after Mrs. Burns realized the Zoning Officer could not do anything to correct the situation did she do anything after this. Mrs. Burns stated there are letters to Mr. Smith and Atlantic Marine. Special Board Planner Wiser stated letters were sent to the person(s) responsible. Mrs. Burns stated yes. What about an official capacity. He asked how was this resolved.

Mrs. Burns stated he had finished the home and he lived in it for a short time, but was up for sale. She stated he then rented it to a lawyer and eventual it was sold. Special Board Planner Wiser stated the only way this was resolved was that it was sold to someone who was not causing a problem. Mrs. Burns did add that based on her letter from August 20, 2001, Mr. Leonardis did call her husband concerning the bulkhead and pilings but nothing changed as a result of this conversation.

Board Member Aponte asked when Mrs. Post's accident that was discussed previously. Mrs. Burns stated it was the late 1990's before the fire at the Tuscano's house. Mrs. Burns stated there was another petition side by her and about 20 neighbors concerning the post and rail fence. She indicated it has been a disaster for years and two (2) weeks ago it was fixed. Board Member Aponte asked who in the Township were the petition's given to. Mrs. Burns stated she sent them certified mail to Mr. Miller, Mr. Doran and Mr. Mott.

Special Board Planner Wiser asked if Mrs. Burns had sent the petitions directly to a Township Official rather than a consultant for the Township. Mrs. Burns stated she had copied Mr. Peter Miller on a letter she had sent directly to Mr. Doran on June 20, 1999. Mrs. Burns stated the only person who called was Mr. Keeping and he came out.

Mrs. Burns stated she has made a property maintenance complaint about 25, 29 and 31. She indicated 29 has been torn down. She indicated 31 is owned by Wells Fargo and their bulkhead has three (3) large holes and it will effect both neighbors on Seaview Drive, as well as, Sunset Boulevard. Mrs. Burns then referred to a blank property maintenance form advising it was not placed in Exhibit S23. Attorney Doyle asked how the three (3) complaints were given to the office. Mrs. Burns stated she mailed them.

Board Solicitor Marcolongo asked when the maintenance complaints were submitted. Mrs. Burns stated all three (3) were sent in 2013. Special Board Planner asked if they were related to the fenced issue. Mrs. Burns stated they are located across the street from the fence. Attorney Doyle asked what each properties issue was. Mrs. Burns stated 25 was hit by Sandy and blew out windows and wrecked home. The neighbors complained about the look of the home. She stated it is for sale. She indicated the Township place a lien against the home and put windows in, but not sure. She advised the windows were replaced. Not sure by who.

Attorney Doyle asked if anyone answered her complaint concerning 25. Mrs. Burns stated no. Special Board Planner Wiser asked if complaint was issued in August, 2013 when were the windows placed in. Mrs. Burns stated it was in March or April of 2014. Mrs. Burns advised 29 had weeds that were growing very tall. She indicated at times it would be overwhelming. She indicated this home was also hit by Sandy. She further noted advised it was a vacant home at the time the complaint was made. Again, it has been torn down.

Mrs. Burns advised 31 Seaview Drive went into foreclosure about three (3) to four (4) years ago and this is where the three (3) large holes are. She indicated it was in bad shape. Mrs. Burns stated about three (3) months ago there was a sign on the door about Wells Fargo owning the house.

Township Committeewoman Pfrommer asked if these permanent or summer residences. Mrs. Burns stated summer except for Linda Tuscano who is 25. She indicated Mrs. Tuscano is there full time.

Board Member Aponte asked why would the Township pay for windows. Mrs. Burns stated she does not know. She indicated when the Mayor spoke with her and Mrs. Golden he stated he would talk to the Township to see if they can fix it up and place a lien on the property. Board Member Aponte stated Mrs. Burns does not know if this happened. Mrs. Burns stated she does not. She is not sure who fix it.

Attorney Doyle advised he would like to enter the blank property maintenance complaint. Special Board Solicitor Marcolongo advised S35 is marked as the blank property maintenance complaint. Chairman Garth asked who owns split rail fence. Mrs. Burns stated she believes there is a 10' ft. easement that the Township owns. She indicated they always felt it was Dr. Nahas' responsibility for the post and rail fence. Attorney Doyle it is either on the Township property and it is the Township's responsibility or it is on private property and ill maintained Doyle: either on twp. property and on private property and ill maintain and the property maintenance complaint address this.

Attorney Doyle presented Special Board Solicitor Marcolongo a petition that should have been part of the letters submitted by Mrs. Burns. Special Board Solicitor Marcolongo marked this document as Exhibit S36 a two (2) page petition.

Scott Kinney, 16 Sunset Boulevard, Longport, NJ 08403, duly sworn: Mr. Kinney advised he is currently a full time resident in Seaview Harbor. He advised they had a weekend place in Longport and a full time residence in South West, Pennsylvania. He indicated in 1996 there was an opportunity to purchase a home in Seaview Harbor that he wife had liked. He stated they sold both homes and purchased his current residence and began living in Seaview Harbor full time.

Attorney Doyle asked what Mr. Kinney's profession was. Mr. Kinney advised he works in the global sanctions surveillance section of Wells Fargo in their financial crimes and risk management. Attorney Doyle asked Mr. Kinney if he filled out the survey discussed by Mr. DeBeck. Mr. Kinney stated he had. He advised he hobbies and recreation take place in Longport, Ocean City, Margate, Northfield. He advised church affiliation is Margate, grocery shopping is Somers Point, and Library memberships are Margate and Ocean City. Mr. Kinney advised restaurants frequented Somers Point, Ocean City, Margate and some in Atlantic City.

Attorney Doyle asked What Mr. Kinney's relationship/participation to Egg Harbor Township. Mr. Kinney advised his points of contact are restricted to paying taxes and paying for dog licenses. Board Member Rosenberg asked restricted by whom. Mr. Kinney advised himself. Mr. Kinney stated he obtains the dog licenses during the rabies clinic offered once a year at the recycling center and it is about ten (10) to eleven (11) miles from his home.

Attorney Doyle asked if there has been any confusion about Mr. Kinney's address. Mr. Kinney advised yes. He indicated it started shortly after settlement. He indicated his loan officer at Ocean City Home Bank called and advised the loan documents back saying no such address. He indicated they had mailed

them to 16 Sunset Boulevard, Egg Harbor Township 08203. He indicated he advised the loan officer to mail them to Longport or otherwise they would not be delivered. He indicated two (2) other things is giving directions and reminding people where to look and reminding contractors where they need to pull permits.

Mr. Kinney advised his car and his wife's car were broken into maybe in 2001. He indicated when it was discovered in the morning they called the Egg Harbor Township police department so they could come out and document the scene and take report. He indicated at first they were not sure where Seaview Harbor was or how to get there. He stated they spent several minutes giving directions. He indicated they were still dubious about whether they could actually get there or where it was. He stated he finally said to them it is where the Mayor lives. He indicated at which point they said, oh, that place and 45 minutes later a police car showed up to take the report. Attorney Doyle asked Mr. Kinney why he does not participate within Egg Harbor Township. Mr. Kinney stated the opportunities are just better within the shore communities. He advised for example there is one (1) yoga studio in Egg Harbor Township and it is nine (9) miles from his home. He indicated within four (4) miles of his home there are nine(9) yoga studio's. He indicated they are within Northfield, Margate, Ventnor, and Ocean City that he can attend.

Mr. Kinney advised his bridge club is within Northfield. Special Board Solicitor Marcolongo asked if this is a private or public bridge club. Mr. Kinney stated his club is run by Mr. Martin DeBreun. He indicated it is located in the shopping center that is adjacent to WaWa and Pep Boys. Township Committeeman Carman advised that shopping center is in Egg Harbor Township. Mr. Kinney stated he looked it up and it says Northfield.

Attorney Doyle asked what injury will he have if the petition is not granted. Mr. Kinney advised there is the ongoing harm that Egg Harbor Township does not apply any resources or effort to the security of the residents within Seaview Harbor. He indicated there are no Egg Harbor Township police patrols within Seaview Harbor and the stated fire protection policy is to let Longport do it at its expense.

Mr. Kinney stated last year there was a resolution passed within a North Jersey Town where a town was seen as shifting its cost for fire protection to two (2) other towns under the mutual aid exception and they said they would no longer respond. He indicated it is no unreasonable to think Longport would not have the same objection.

Mr. Kinney stated he has looked at the published budgets for Egg Harbor Township and Longport, as well as, the final audit financial reports for both. He advised there is no existing service level agreement between the two (2) for fire protection. Chairman Garth stated there is. Attorney Doyle asked Mr. Kinney if there is anything within the budget that Egg Harbor Township provides Longport because Longport provides certain public service. Mr. Kinney stated there is not. Mr. Kinney stated there is a service agreement between Egg Harbor Township and Northfield for \$300,000.00 a year for dispatch services. He indicated this is visible in the budget.

Mr. Doyle asked beyond budget and audit in terms of service what have you seen different from your neighbors in terms of services. Mr. Kinney advised he indicated we have no snow plowing and this has been discussed prior. He advised in terms of emergency services in the days leading up to Hurricane Irene and Sandy the Seaview Harbor residents were contacted by emergency services from Longport via paper notices, personal visits and a drive by with a public address system. He indicated there was no

contact from Egg Harbor Township. He stated after both storms both electric and gas maintains their feeds and public works did not come out and look at storm drains. Attorney Doyle asked how Mr. Kinney knows this. Mr. Kinney stated because he lives in Seaview Harbor full time and he works from home.

Mr. Kinney stated since Egg Harbor Township does not belong to FEMA's Community Rating System for flood protection the residents of Seaview Harbor pay 5% to 25% more for federal flood insurance. He indicated if they were Longport, that is rated "5" in the system, they would pay 25% less. He indicated instead of the \$800.00 he pays currently it would be \$640.00 if he lived in Longport.

Mr. Kinney stated Egg Harbor Township is the only coastal town between Cape May and the Amboy's that does not participate in the FEMA CRS System.

Mr. Kinney stated Seaview Harbor is not, based on the Township's own documents, part of the future. He indicated in 2009 the Township published a document called the livable communities. He advised it was the vision for Egg Harbor Township development. He indicated it was part of Egg Harbor Township's land use reports and it was filed with the State of New Jersey. He indicated this document is about 200 plus pages and it prepares an outline of how Egg Harbor Township wants to be developed and what needs to be seen.

Mr. Kinney advised this document mentions Seaview Harbor four (4) times. He indicated two (2) of these are on map legends, another is on dot point name of the community within a list of other communities within the Township and the fourth is a dot point saying we have a nice beach. Mr. Kinney stated woodland character shows up dozens of time. He indicated Egg Harbor Township has ten (10) different residential zoning standards. He indicated many of the lots within Seaview Harbor are undersized as opposed to Longport that has a shore compatible standard.

Mr. Kinney advised he believes Egg Harbor Township has the ability to make more compatible zoning for Seaview Harbor and does not. Attorney Doyle asked if he had to ever seek a variance. Mr. Kinney stated he did not, however, the original owner of the property next door to him had to because it was an undersized lot and his neighbor across the street from him also needed variance relief for an undersized lot. He indicated their request was not out of character for the neighborhood and he supported their request because he wanted neighbors.

Mr. Kinney advised Seaview Harbor is not part of Egg Harbor Township's past either. He indicated if you look at the Egg Harbor Township Historical Society web site there is no mention of Seaview Harbor being part of Egg Harbor Township. Mr. Kinney stated there has been discussion concerning Seaview Harbor being disconnect from Egg Harbor Township, however, he indicated there is also a disconnect between Egg Harbor Township and Seaview Harbor. He indicated Seaview Harbor is not part of its past and not cared for in its future.

Mr. Kinney stated the Township spends no money or assets to maintain or protect the Township itself because we are too small and too far away. He indicated we are less than 1% of the population of Egg Harbor Township and fewer than 1% of the residences and we are more than eight (8) miles away from the nearest substation in Egg Harbor Township. He stated in his opinion it seems to Egg Harbor Township that it does not make any economic sense to expend the resources. Attorney Doyle stated when Longport does provide those services. Mr. Kinney stated yes. He indicated Egg Harbor Township

lucks out by depending on Longport and not paying them any money for it. He indicated Longport does a very good job in taking care of Seaview Harbor resident's by caring for them in emergencies and caring for them as an adjunct to Longport. Mr. Kinney stated Longport does not perform patrols within Seaview Harbor. However, they do come in emergencies for both police and fire.

Special Board Planner Wisner asked if Mr. Kinney has studied whether the base rating would change, setting aside the CRS program, if Seaview Harbor went to Longport. Mr. Kinney stated he does not believe the base rating would change but the discount would because of the steps Longport has taken as part of their CRS participation. Special Board Planner Wisner asked Mr. Kinney if this is what he believes or has he done the research. Mr. Kinney stated he does not know.

Board Special Solicitor Marcolongo asked if Mr. Kinney has checked every coastal town from Cape May Point to the Amboy's. Mr. Kinney stated yes, he indicated it was fairly easy to do. He advised FEMA publishes a list of the participating communities and the State of New Jersey maintains a list. Special Board Solicitor Marcolongo asked if Mr. Kinney knows what zoning district Seaview Harbor is within. Mr. Kinney stated he would have to look up the standard in the livable communities. Special Board Solicitor Marcolongo stated it is not a standard. He asked if Mr. Kinney knows the zone. Mr. Kinney stated he does not know. Special Board Solicitor Marcolongo asked if Mr. Kinney knows what the bulk requirements are for Seaview Harbor for a buildable lot. Mr. Kinney stated he does not know what the requirements were for the variance(s) that were granted that he discussed. Special Board Solicitor Marcolongo stated could they need relief regardless if they were in Longport. Mr. Kinney stated he does not know.

Board Member Aponte stated he believes the livable communities report was paid for by the pinelands. Commission. Special Board Planner Wisner stated he believes this is correct. He will look into this.

Ralph Henry, 22 Sunset Boulevard, Seaview Harbor, duly sworn: Mr. Henry advised he is 1/3 owner of Seaview Water Company, which provides water service to the residents of Seaview Harbor and hydrants to Egg Harbor Township. Attorney Doyle asked how long has this been provided. Mr. Henry stated this has been done since 1957. He indicated the system has not changed. He indicated the hydrants are the same and the pipes are the same. He indicated the only thing that has changed is the number of services because more homes have been built since 1957.

Mr. Henry stated he is also a resident of Seaview Harbor so he will be discussing issues inclusive. He advised everyone knows municipalities pay for hydrants per quarter and they sign a document with the Board of public utilities that they will pay for the hydrants. He indicated rates are determined by the Township, the water company, and the BPU. He indicated it is signed and everyone has to do what is exactly in document.

Mr. Henry stated the Township did pay \$352.00 a month for service. He indicated right now they do not pay anything. Mr. Henry read into the record a Letter from Peter Miller, Township Administrator dated August, 2012 to him. This letter discussed payment of hydrant fee, as well as, the hydrants not being able to supply water for fire fighter purposes and the fire company has deemed hydrants useless. This letter included no more payment for hydrants and requiring upgrades to the hydrants.

Mr. Henry indicated he is not sure why this letter was written to him and he is not aware any testing was done or an engineer was sent by the fire department in order to determine the hydrants were useless.

Attorney Doyle asked before this letter was written by Mr. Miller bills were paid. Mr. Henry stated yes bills were paid. He indicated since 1957 nothing has changed.

Attorney Doyle asked if the oversight from the public board of utilities has changed. Mr. Henry stated there is an agreement with Egg Harbor Township and the rates have not changed since purchased from the previous owner who lived in Pennsylvania. He stated they have been the same for the last seven (7) to ten (10) years.

Attorney Doyle stated Mr. Miller works for Egg Harbor Township and says the hydrants are useless. He asked since Longport is the first responder to Longport have they said the hydrants are useless. Mr. Henry stated as speak as a resident you are speaking about public safety, property damage from a fire, injury and possible death. He indicated of all the Mr. Miller has sent he does not say he has forwarded any to the City of Longport. He indicated this would let the fire department know, in Mr. Miller's words, not operable and in your fire department's word useless for their intended purposes.

Mr. Henry stated Egg Harbor Township is responsible for fire protection and they have subcontracted to Longport and they are not communicating together. Mr. Henry stated he went to Longport and obtained a letter. Mr. Henry stated these hydrants could be pulled tonight, but they are not. Attorney Doyle asked that the hydrants will continue. Mr. Henry stated these people are his friends and they are protected. Stated he hopes this can be worked out.

Mr. Henry stated this letter is to Joseph Stewart, who is a third owner of the water company. Mr. Henry stated the letter that he will read onto the record is from Longport Volunteer Fire and is dated June 9, 2014. May the record reflect Mr. Henry read this letter onto the record.

Mr. Henry advised he has received letters from Mr. Miller and he indicated that he never said what Mr. Miller has placed within his letters. Mr. Henry referred to letter dated June 6, 2014 and then read a portion of this document. Mr. Henry further noted what was represented within this letter would not affect the franchise sale of the water. He further noted they are still in negotiations in selling the water company and they are still in front of the B.P.U.

Mr. Henry stated what he had discussed with Mr. Miller was that his fire department, when there is a fire in Seaview, was going to go over the Longport find the closet hydrant and run a hose over the Longport Bridge, go down the State Highway and go into Seaview Harbor and put the fire out.

Mr. Henry stated Aqua Water has professional engineers and attorneys. He stated they are on the New York Stock Exchange. He indicated in one of the meetings he has had with them he asked their engineer since the pressure is there and the water is there how long As. nery alph: aqua qater has a professional engineer's and attorneys and asked the engineer because the question is pressure and water. Asked how long it will it last. He indicated he asked this question to a professional engineer who works for Aqua. He indicated he knows the well size, tank size, pump size and his answer was 30 to 40 minutes with replenishment pumps, etc.

Chairman Garth stated at one point there was a fire at Seaview Harbor and someone came up to the Chief or incident commander and advised him to stop using the hydrant water because the system would be out shortly, within minutes. Mr. Henry stated he can only advise what a professional engineer said. Mr. Henry stated a test should be done before you do not protect these people without a fire

hydrant. He further noted the testing should also be provided to Longport since they are not copied on any of the correspondence he referenced.

Board Member Aponte stated from the letter discussed, as an owner, you should know what the infrastructure. He asked is this what Mr. Miller is trying to get at. That he does not trust the infrastructure not the well itself. Attorney Doyle stated Mr. Henry cannot answer what is in Mr. Miller's mind when the letter was written.

Board Member Aponte stated there is existing infrastructure from 1957, in an area with salt water do you not believe there may be some corrosion, as an owner. Mr. Henry stated as an owner, it is an old system but the hydrants have to work they test them. Board Member Aponte asked if there is any reason for concern. Mr. Henry stated he is an investor he really does not know the answer. Attorney Doyle asked have there been fires in Seaview. Mr. Henry stated yes. Attorney Doyle asked if the hydrants were used during the time of the fires. Mr. Henry stated he does not know. Board Member Eykyn asked as an owner of a water company you do not have records of your flow test or your annual inspections of the hydrants.

Mr. Henry stated they do inspections and they are all done by professionals, however, he is not the partner that handles this. He advised this is Mr. Stewart. Special Board Planner Wiser asked who the third partner is of the water company. Mr. Henry stated George Miller.

Mr. Henry stated until this week the people present did not know the hydrants can be pulled. Chairman Garth stated the Township cannot pull the hydrant he stated the water company can pull the hydrant. Mr. Henry questioned if the Township could stop paying the bill. He advised the Township Committee has been notified and these people are not protected. He indicated he would assume he could pull the hydrants. Chairman Garth again during a fire they told us to stop using the hydrants because the system would become dry. He stated he is not sure who this information came from whether it was from the water company that is there, an official that was present. He stated he is not sure.

Attorney Doyle asked if Mr. Henry has any employees for the water company or is it just the three (3) partners. Mr. Henry stated they have licensed people who check the water and read the meters. Chairman Garth stated he is not sure who it was that said this. He indicated though someone from the water company would have to tell them. Mr. Henry stated from an engineer advisement there is at least 30 to 40 minutes of water. Chairman Garth stated for the average house fire there would be 15 minutes of full demand concerning the water.

Board Member Aponte asked when the application to subdivide the water company property was this knowledge known. Attorney Doyle stated that application was done in July, 2013. Board Member Aponte stated should this not have been something of material during the application process. Mr. Henry stated not really. He advised it was a minor subdivision and it was all about the minor subdivision. Stated it was not about the water or the Township taking care of safety.

Board Member Aponte taking care and safety and being part of the application was that Aqua America was a publicly traded company. He stated maybe this was something that should have been communicated at the time. Mr. Henry stated you are not paying the bill. Board Member Aponte stated we are not paying the bill on infrastructure that may or may not be suitable. Mr. Henry stated there is no one that has said things do not work properly. Special Board Solicitor Marcolongo stated he wanted

placed on the record that he does not know the level of service would have been applicable to your decision concerning the subdivision.

Board Member Aponte stated it is no so much concerning the level of service. Mr. Henry stated no one has tested this system. He stated what he objects to the most as a resident is yes you have subcontracted to Longport and he would like to add both fire companies are excellent, but the Township has stop paying and the council knows it and he sends letters to him but does not have Longport as a carbon copy. He stated Longport is now coming over to hook up to hydrants they may or may not be there.

Board Member Kearns stated the letters reference the water flow is not appropriate. Board Member Aponte is it the Township's responsibility or privately held water company to see if their product works. Attorney Doyle stated having run a water company, as a court appointed receiver, it is the Board of Public Utilities.

Board Member Rosenberg asked if it is fair for him to characterize that Mr. Henry is here as a resident and 1/3 owner of this water service and his presentation is based on letters that were received that the service is inadequate. He added that Mr. Henry has testified that his company has professionals employed and it has been stated he is not a certified engineer, a public safety official or a fire fighter, but an investor in this company. Board Member Rosenberg advised that his conclusion is that Mr. Henry is a professional investor in this company and would not be qualified to comment on the letter, but there is others in Mr. Henry's employee that can.

Mr. Henry stated he does have knowledge about water pipes. He indicated he does that type of construction. He stated he is not a licensed engineer. Board Member Rosenberg had suggested there should be professionals advising whether this letter is accurate or inaccurate. Mr. Henry stated he agrees. Mr. Henry stated the Township can do whatever test they need in order for the people to be safe.

Attorney Doyle stated he also does not believe Mr. Miller is an engineer or an expert in fire hydrant service. He asked Mr. Henry if he knows if Mr. Miller is. Mr. Henry stated he does not know. Attorney Doyle stated the letter indicated "our fire department has deemed the fire hydrants for their intended purpose". Attorney Doyle asked Mr. Henry if anyone has advised they are useless. Mr. Henry stated no one here and he has seen no paperwork.

Attorney Doyle stated there is a letter from the fire department that oppose to saying useless they say the hydrants will be utilized for as long as the water supply will allow this will buy time until additional water sources can be obtained or utilized. Mr. Henry stated this is correct. Board Member Rosenberg stated a public official has questioned the quality of his product, now pending a sale of a major corporation. He stated he does not believe Mr. Henry's testimony is unbiased or qualified for the content of the letter.

Attorney Doyle advised that he believes Board Member Rosenberg is wrong and that he has discounted the letter from the Longport Volunteer Fire Department because they provide on a supplemental, mutual aid agreement of being of no effect. Board Member Rosenberg stated Attorney Doyle has indicated our Township has not done any testing and there is no certified documents concerning flow or

the quality of the product and you are presenting a witness testify on the content of a letter. He indicated he is supposed to make an unbiased decision at the end of the testimony.

Board Member Rosenberg stated there should be testing. He also stated there should not be one fire department saying I think it is O.K. and another fire department saying I think it's not O.K. He stated he wants someone who has a certificate in engineering and the water flow is fine or the hydrant is substandard. Attorney Doyle stated it is not the Planning Board's charge to make sure the Board of Public Utilities are doing their job in overseeing a private water company.

Attorney Doyle stated it is to determine whether or not the petitioners would have social injury if the succession were not allowed. He indicated the testimony is being presented to the effect that the people who have been charged by Egg Harbor Township to provide services, Longport rather than Egg Harbor Township provides those services and when Longport writes a letter saying they will use those services in a time of emergency and Egg Harbor Township says we are not going to pay. The purveyor of that water company stops services. Attorney Doyle stated the water company is not doing that here. He stated if they did these residents would be hurting. He indicated this is the type of public safety issue that is at the root of what this case is about.

Special Board Solicitor Marcolongo asked Mr. Henry if it is fair to say that Longport believes the service that is being provided is satisfactory. Mr. Henry stated from the letter they will rely upon it. He stated he cannot speak for Longport, but if they are going to use it for as long as it last so they can set up a second way to put out fire. Special Board Solicitor Marcolongo asked if the people are protected. Mr. Henry stated yes. Special Board Solicitor Marcolongo stated the real issue is that the Township is not paying its bill. Mr. Henry stated no. The real reason is the resident's and these people are coming over and hooking up on something that may not be there. He advised the Township has not spoken to Longport.

Board Member Aponte asked if whether Longport or Egg Harbor Township came over and hooked-up and it failed who would be responsible. Mr. Henry stated he would have to ask an attorney that. Board Member Eykyn asked if Mr. Henry responded to the letter by providing the records showing they can supply it or did they just supply to Longport and that is why they wrote their letter. Mr. Henry stated he did not and he is not sure if anyone else in the company had. Board Member Eykyn stated as a water company you should have a little burden of proof to show the hydrants are perfect and if not it is your responsibility to bring them up to the specifications that they are. Mr. Henry stated they are and he will do it. Board Member Eykyn stated once there is proof the hydrants are o.k. the Township will pay for them.

Board Member Cook asked when Mr. Henry purchased the company from the Pennsylvania couple was there anything in contract that there was a problem with the hydrants or anything else. Mr. Henry stated no. He stated it is in working order. He stated he purchased five (5) or six (6) years ago.

Special Board Planner Wisner stated setting aside if the Township's letter is correct or if Longport's letter is correct and assuming the system works. He asked what is the difference, if that system is on paper designated as part of Egg Harbor Township or on paper designated as Longport. Mr. Henry stated the only answer is that the Township has chosen Longport to take care of our fire protection.

Special Board Planner Wisner asked if the deannexation is or is not successful this relationship does not change. Mr. Henry stated it changes because we have representation in Longport and we vote for the people in the Longport that hire the fire department and police department. He stated everything safety that has to do with Seaview Harbor comes out of Longport. Special Board Planner Wisner asked would Longport upgrade the system if it needed. Mr. Henry stated he does not know. Special Board Planner Wisner asked if it will still be a private water company. He stated it may not be Mr. Henry's but it would be a private water company. Mr. Henry stated the deal with Aqua keeps going on and on and the Board of Public Utilities. He stated it is not a done deal. He indicated he will not place a percentage on it.

Board Member Aponte questioned if they had asked Mr. Henry for quality samples to see if it worked. Mr. Henry stated they have checked everything out. He indicated his company has to check the water every year and then they have to mail out results. Special Board Planner Wisner stated it appears there is another level of analysis done. He asked again what changes if the tax bill is a Township or a Longport. Mr. Henry stated he goes back to the people taking care of the safety will now exactly what is going on with the hydrants.

Special Board Solicitor Marcolongo asked that Mr. Miller's letters dated August 28, 2012, April 9, 2014 and June 6, 2014 will be marked as Exhibit S37. Attorney Doyle stated there is some markings on letters in purple ink that were done by Mr. Henry. Special Board Solicitor Marcolongo stated S38 is the letter from the Longport Volunteer Fire Department to the Seaview Water Company dated June 9, 2014.

Mr. Henry stated it comes out to be \$360.00 a month due. He advised Seaview Water Company is not going to live or die with this being owed. Board Member Kearns asked how many fire plugs are being discussed. Mr. Henry stated five (5) to seven (7). He stated he does not know.

Special Board Solicitor Marcolongo asked if they are the original hydrants placed in during the 1950's. Mr. Henry stated he cannot answer this. Mr. Henry stated the reason why he became involved with the water company is because he lived there 22 years and the owners were in Pennsylvania. He indicated after living there for 3 years the water came out pitch black and you could never get ahold of the owners nor when you did when they would resolve issue. He stated he had the opportunity and felt it would be better if it became local.

Sharon Gordon, 9 Seaview Drive, Longport, New Jersey, 08403, Special Board Solicitor Marcolongo advised Ms. Gordon was previously sworn and she is under oath. Ms. Gordon stated she understands. Attorney Doyle advised Ms. Gordon previously testified, however, she would like to add something. Ms. Gordon advised has an existing mortgage and she wants to take advantage to refinancing a lower interest rate through Chase.

Attorney Doyle stated with this process a local appraiser was hired by Chase, Barbara Wallace Healy, local Remax, Atlantic, Northfield. Ms. Gordon stated she just received the evaluation. Attorney Doyle asked the subject matter not the dollar value. Ms. Gordon stated they described as two (2) story contemporary built in 1975 listing the square footage and bedrooms. She indicated include in this were the neighborhood comments "the subject is located in the summer beach resort town of Longport, which is a barrier island that is surrounded by water on three (3) sides. There are many large executive style homes that serve as second vacation homes and also summer seasonal rentals from Memorial Day through to Labor Day".

Ms. Gordon stated they then go on and on and when they comment on the comp's it is interesting, she stated this was done by Remax in Margate, they take her property 9 Seaview Drive and compare it to 9 Seaview Drive, Longport, New Jersey, 08403. She stated they then compare it to 103 Hospitality Drive in Egg Harbor Township, 08234 and the third comp is 25 Seaview Drive in Longport, New Jersey. She indicated they also provided a comp for 812 Bay Avenue in Somers Point. Attorney Doyle stated knowledge professionals in the area also do not get it right. Ms. Gordon stated yes.

Ginger McGlinchey, 7 Sunset Boulevard, Longport, New Jersey, duly sworn. Attorney Doyle stated Mrs. McGlinchey is the wife of Mr. Ed McGlinchey and she had some of her own personal comments that she wanted to say. Mrs. McGlinchey read into the record Exhibit S39 outlining how she and her husband became part of Seaview Harbor, purchase of existing home, and construction of new home, safety concerns associated with some incidents, explanation of Longport versus Egg Harbor Township when providing directions, Press of Atlantic City article concerning municipal borders, experiences with voting, discussion concerning her husband as the president of the Seaview Harbor Association, discussion concerning family experiences within community and memories that they have made, current number of homes for sale and foreclosed upon within Seaview Harbor, concern with taxes, water rates, flood insurance. Mrs. McGlinchey also discussed meeting at Egg Harbor Township Community Center with FEMA representatives, advisement by the Governor to apply for grants submitted after Super Storm Sandy, advisement that after petition was submitted saw snow plow coming into community noting she has a picture and the date, explanation of non-participation in Egg Harbor Township events, doctors, etc., outlining the communities she does participate in, discussion concerning being an island and marina.

Attorney Doyle stated Exhibit S39 is Mrs. McGlinchey's statement, letter from Wells Fargo dated March 22, 2002, article from Atlantic City Press (undated), sample ballot mailed to Virginia McGlinchey at 7 Sunset Boulevard, Longport, New Jersey voting at Scullville Fire House Station 1, 1708 Somers Point Road, Egg Harbor Township, odometer and time, and information concerning the water. Mrs. McGlinchey stated she did not put this in but it had to do with foreclosures and was just in paper. Board Special Solicitor Marcolongo advised he has marked this entire package as Exhibit S39.

Attorney Doyle stated during Mrs. McGlinchey's statement she kept referring to our community. He asked what community is that. Mrs. McGlinchey stated Seaview Harbor. Attorney Doyle asked what municipality. Mrs. McGlinchey stated Longport because it is closer and they do not participate or engage in Egg Harbor Township.

Attorney Doyle stated Mrs. McGlinchey spoke of a picture she had taken about the first snow plow but was not entered into evidence. Mrs. McGlinchey stated yes, she is not sure if it is on her cell phone but it is on her computer, but she did not think to bring it. She advised she can print this out.

Attorney Doyle stated Mrs. McGlinchey mentioned to some degree taxes. He asked if she knows what her home is assessed at. Mrs. McGlinchey advised \$801,600 and her tax bill is \$22,500.00. She indicated she is not sure if there is another beach community in the State of New Jersey where the taxes are that high. She indicated they went up from \$10,500.00. She indicated if you go on Zillow, she stated she did this, because they are appealing taxes, she stated it says there it is a 208% increase. Special Board Solicitor Marcolongo asked if she calculated what her taxes would be in Longport on a \$801,600.00 assessment. Mrs. McGlinchey stated she did not. Did not think.

Chairman Garth asked if Mrs. McGlinchey's house worth \$801,600.00. Mrs. McGlinchey stated she does not know. Board Member Kearns asked what did Zillow say it was worth. Mrs. McGlinchey advised it was much lower around \$600,000.00 or \$636,000.00. She stated they are refinancing and Wells Fargo when looking at properties will go to Zillow.

Michael Hull, 13 Sunset Boulevard, Longport, New Jersey, 08403, Special Board Solicitor Marcolongo had duly sworn Mr. Hull. Attorney Doyle advised Mr. Hull had previously testified, however, there is new information that has come to him and this was not discussed. He asked what Mr. Hull does for a living.

Mr. Hull advised he works for Atlantic County as a program monitor for the Department of Administration for the division of work force development. He indicated he oversees the grant money coming into the work force investment board for Atlantic – Cape May Counties for all of the youth programs that the Federal Government supplies grant monies for. He indicated this goes to various in school and out of school youth programs including special services schools in Atlantic – Cape May Counties and various others. He stated he is very familiar recreational programs and youth programs within these Counties.

Attorney Doyle stated to Mr. Hull, that not as part of his job, but he did see a program on the EHTgov.org site a hand out on the Egg Harbor Township Recreation site. Attorney Doyle stated he does not have enough for each member. Mr. Hull stated there are only three (3). Special Board Solicitor Marcolongo referenced this handout as Exhibit S40: 14 page packet labeled Egg Harbor Township Department of Parks and Recreation program booklet. Mr. Doyle stated this booklet references various programs that are available. Mr. Hull stated this is correct.

Attorney Doyle directed attention to Page #4 of this booklet. Mr. Hull stated this is the page that caught his attention. He indicated if you review on page #4 registration information you will find it says "all recreation programs are open to Egg Harbor Township Resident's on a first come first serve basis" he indicated there is an asterisks right after resident's. He indicated they define what an adult resident is "an adult resident must reside in Egg Harbor Township, not just pay taxes. He indicated a child resident "a child resident must be registered with Egg Harbor Township School District cannot be home schooled or go to a private school". May the record reflect: several members simultaneous stated the definition says "they can be home schooled or go to a private school". Mr. Hull apologized for reading this incorrectly.

Attorney Doyle stated 60% of Seaview Harbor homeowners would not fit this definition in that they are just tax payers. He indicated proof of residency is required to be submitted for the program and a State issued birth certificate if you are under 18 years of age. Mr. Hull stated this is correct. Mr. Hull stated he feels this is rather discriminatory and unbelievable. He stated if you are a tax payer, including the ones that have second homes in Seaview Harbor, they are not allowed or they do not meet the definition of what an adult resident should be.

Mr. Hull advised he would check some of the other towns. He stated he checked with Margate to see what their definition would be and on page #13. Special Board Solicitor Marcolongo marked as Exhibit S41: Margate Community recreation booklet for the summer of 2014. Mr. Hull stated if you look at page #13 the registration form, look at registration guidelines accepted first come first paid basis. He

indicated this document does not say anything about tax paying non-resident(s) like Egg Harbor Township does.

Mr. Hull stated he decided to research further and he called Ocean City and was referred to the Civic Center and asked if you have to be a resident of Ocean City because they have a community pass which gives ability to use golf course, Bay Side Center, parks, and summer recreation program. He stated they advised you do not have to be a resident it is open to everyone. Mr. Hull stated he called over to Longport and spoke with Clerk's Office and found the beach patrol administers the tennis courts. He was told you do not have to be a resident to use courts it is open to all and you must call for reservations and it cost \$7.00 an hour. He indicated his point is that 60% of his neighbors are being discriminated against and one of the issues that have been brought up as to why we do not participate in Egg Harbor Township. He stated here is another reason why participate in Margate, Ocean City and Longport. He indicated his neighbors are welcome there.

Mr. Hull stated as an employee of the County he thinks that type of thing needs to change in this Township and again another reason as to why they should be part of Longport. Attorney Doyle asked when Mr. Hull first testified he was not aware of this. Mr. Hull stated this is correct. Attorney Doyle then quoted from the Egg Harbor Township Parks and Recreation Web Site their mission statement. Mr. Hull stated he finds it inappropriate that his neighbors, who are paying taxes like he does, do not have the same rights as he does.

Board Member Aponte stated hopefully this is just an unarticulated writer. He stated he does not like the way it is worded and he agrees with him. He stated he has sat personally under the baseball program asked for bills, driver licenses. Not sure how rest of programs work but an official document is just because it is not articulated because it does not sound right. He agrees. He stated he will be making phone calls. Special Board Solicitor Marcolongo stated maybe the Director of Recreation could be brought in and asked if there has ever been a person or child denied services from Seaview Harbor because they are not a resident and are a tax payer. Attorney Doyle stated this does not count for those who may have not bothered because it was taken as written.

Attorney Doyle stated his next witnesses will be lay witnesses not professional's. Attorney Doyle we are trying to achieve the best way to provide all information with appropriate information for the central issue that calls get handled for all emergency systems. He stated he has an OPRA a request in which is rather lengthily and he will discuss with Mr. Marcolongo about this considering the Board has asked questions as to when the situations have occurred that were previously discussed.

Board Secretary Wilbert advised the next meeting this hearing will be continued to is Monday, July 21, 2014. She also advised the 30th of July is available. Attorney Doyle indicated he will check and advise the Board Secretary Wilbert in the morning if he is available. Board Secretary Wilbert stated if Attorney Doyle is available on the 30th this can be announced at the meeting on the 21st of July.

Board Secretary Wilbert advised August 18th will be the regular meeting of the Board, however, there are applications scheduled. She advised August 26th is available. Attorney Doyle advised he would let Board Secretary Wilbert know of his availability.

Motion Aponte/Carman to carry public hearing to July 21, 2014, 5:00 p.m., prevailing time. Vote 8
Yes: Aponte, Carman, Cook, Eykyn, Kearns, Rosenberg, Garth, Pfrommer

MEMORIALIZATION OF RESOLUTION(S):

- | | | |
|-----------|---|--|
| 1. | <u>SPPF 03-14</u>
JTD Reality Group, LLC | Preliminary/Final Major Site Plan
701/4
6626 Delilah Road |
|-----------|---|--|

Board Secretary Wilbert outlined what corrections needed to be made to this resolution. Board voted on the resolution based on the corrections.

Motion Carman/Eykyn to memorialize resolution granting requested checklist waiver(s) and conditional preliminary major site plan and final major (phase I only) site plan approval. Vote 6 Yes: Aponte, Carman, Eykyn, Kearns, Pfrommer, Garth

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|-----------|---|--|
| 2. | <u>SPPF 02-14</u>
<u>SD 02-14</u>
Frontier Development | Preliminary/Final Major Site Plan
Minor Subdivision
1508/19
6048 Black Horse Pike |
|-----------|---|--|

Motion Eykyn/Carman to memorialize resolution granting requested checklist waiver(s), design waiver(s), variance relief, conditional minor subdivision and conditional preliminary and final major site plan approval. Vote 6 Yes Aponte, Carman, Eykyn, Kearns, Pfrommer, Garth

SUMMARY MATTER(S):

SECTION I:

Discussions of matters pertaining to the Board:

SECTION II:

- | | | |
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| a. | General public discussion: | Motion Pfrommer/Eykyn to open public portion |
| | | May the record reflect no one came forward |
| | | Motion Carman/Kearns to close public portion |

Motion Rosenberg/Carman to approve April 21, 2014 planning board minutes. Vote 8 Yes: Aponte, Carman, Cook, Eykyn, Kearns, Pfrommer, Rosenberg, Garth

Motion Pfrommer/Carman to adjourn at 8:37 P.M. Vote: Aponte, Carman, Cook, Eykyn, Kearns, Levy, McCullough, Miller, Rosenberg, Shamsuddin, Garth

Respectfully submitted by,

Theresa Wilbert, Secretary

