

2	<p>1 APPEARANCES:</p> <p>2 ROBERT REGAN, ESQUIRE Appearing for the Board</p> <p>3</p> <p>4 K. HOVNIANIAN HOMES 110 Fieldcrest Avenue Edison, New Jersey 08837</p> <p>5 BY: FRANCINE CHESLER, ESQUIRE Legal Counsel Appearing for the Applicant</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	4																																																																								
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<p style="text-align: right;">6</p> <p>1 First hearing was in September of 2009. 2 There were 38 subsequent public hearings after that 3 initial public hearing. The board, in a resolution 4 dated, I believe it's October 4th, 2011, memorialized 5 a denial of that application. Thereafter, litigation 6 ensued, K. Hovnanian brought against -- in Superior 7 Court, against the planning board, seeking to have a 8 denial overturned and that they be granted approval 9 to construct the 100-unit development. 10 Beginning in the spring of 2011 -- 2012, 11 the board, representative of the board and its 12 professionals, entered into settlement discussions at 13 the direction of Judge Carver. The case had been 14 assigned to Judge Alexander Carver. There was a case 15 management conference, in February of 2012, at which 16 time Judge Carver recommended that the parties 17 explore, on a rather involved and detailed basis, the 18 potential for a settlement of the litigation. 19 In the spring and summer of 2012, there 20 were a number of meetings, between board 21 professionals, representative of the board and 22 representatives of the applicant. By the summer of 23 2012, there was a memorandum of understanding as to 24 the outline of the parameters of the settlement which 25 would involve reduction of a 100-unit proposal down</p>	<p style="text-align: right;">8</p> <p>1 parties in the above-captioned action, quote, 2 adequately protects the interests of low and moderate 3 income persons and it is hereby approved. And the 4 court also remanded the matter to the planning board 5 for the purpose of conducting what's called a 6 Whispering Woods hearing. That's the name of a 7 lawsuit from Monmouth County, about 25 years ago, 8 that outlines the process for the settlement of land 9 use litigation. 10 The court entered that order, again 11 on -- that amended order, on August 30th, 2013. 12 That basically summarizes the history of 13 the application and the litigation and the applicant 14 is here this evening for that Whispering Woods 15 hearing which the board is required to consider the 16 application for site plan and subdivision approval. 17 CHAIRMAN DePINTO: Okay. For the advice 18 of the board, with regard to Whispering Woods, give 19 us the parameters of the charge of the board as it 20 compares to a regular hearing, which we are more 21 accustomed to deal with, and that of a Whispering 22 Woods hearing. 23 MR. REGAN: Well, the process will be 24 essentially the same. The applicant will present its 25 witnesses, the board will have an opportunity to ask</p>
<p style="text-align: right;">7</p> <p>1 to 80 units of which 74 would be market-rate units 2 and six would be affordable. 3 It was determined, by counsel for K. 4 Hovnanian and myself, that in view of the reduction 5 in the number of affordable units, that a fairness 6 hearing should be requested to be conducted by the 7 court so as to ask the court's impromata, or 8 approval, of the outlines of the settlement as being 9 fair to persons of low and moderate income. 10 The court conducted a fairness hearing 11 on October 19, 2012. I was present during that 12 hearing. Testimony was provided by Board Planner 13 Richard Preiss, among others, in terms of the outline 14 of the settlement. The applicant also was 15 represented by counsel during that hearing. 16 Judge Carver wrote an opinion, which is 17 dated August 30th, 2013, which details the chronology 18 of the application and the litigation; it references 19 the outlines of the settlement and determined that 20 the settlement was in fact fair to persons of low and 21 moderate income. 22 The judge entered an order, on August 23 30th, 2013, it's actually titled Amended Order for 24 Judgment, where the court determined that the 25 settlement of the matter in dispute, between the</p>	<p style="text-align: right;">9</p> <p>1 questions, members of the public will have an 2 opportunity to ask questions, members of the public 3 will have the opportunity to make statements. It 4 should be conducted the same way as a usual site plan 5 and subdivision application. 6 The one thing that everyone should keep 7 in mind is that if the board determines not to 8 approve an application for 80 units, in which event 9 the applicant would have the right to go back to 10 court to litigate whether the board's denial of the 11 100 units was arbitrary, capricious, unreasonable and 12 should be set aside. 13 I would also note and I neglected to 14 mention, Mr. Chairman, that subsequent to the 15 decision by Judge Carver, on August 30th, the board 16 approved a Settlement Agreement, as did the borough. 17 The Settlement Agreement is dated October 8th, 2013; 18 it's between K. Hovnanian, the planning board and the 19 borough. The board did, in fact, vote an approval of 20 the Settlement Agreement in September I believe -- 21 actually, October 1st, 2013. The mayor and council 22 approved the settlement on October 8th, 2013. 23 That does not mean to say that the board 24 is obligated to approve the application. What you 25 approve is the Settlement Agreement for the 80 units,</p>

10	<p>1 but should you deny the application, should you 2 reject the 80-unit proposal, the applicant does have 3 the right to return to the court to litigate a denial 4 of the 100-unit proposal. But it should be -- the 5 process and procedure tonight, Mr. Chairman, should 6 be similar to the usual site plan application in 7 terms of the actual public hearing itself. 8 CHAIRMAN DePINTO: Okay. So with 9 respect to the total number of units and the number 10 of market-rate units and the number of affordable 11 units, there's nothing that can be done about that 12 because we reached settlement with respect to that. 13 MR. REGAN: Right, it's 80 total, 74 14 market, six affordable. 15 CHAIRMAN DePINTO: In the board's 16 wisdom, if they find that additional information is 17 needed with respect to any of the other aspects of 18 the plan, be that of drainage or lighting or 19 landscaping or anything else, we have the same rights 20 as we would normally have? 21 MR. REGAN: Yes. I mean there are a 22 number of issues that are outlined in the Settlement 23 Agreement, in terms of the types of units, which 24 you'll hear testimony about. For example, the 80 25 units would comprise 60 stacked townhomes and 20</p>	12
11	<p>1 traditional townhomes. The original plan didn't have 2 any traditional townhomes. Of the 60 stacked 3 townhomes, six will be low and moderate income; and 4 the Settlement Agreement outlines what buildings the 5 different type of units they'll be located in, it 6 outlines the variances that are implicated, the fact 7 that retaining walls have been substantially reduced 8 along Serrell Drive and other locations on the 9 property. 10 So... 11 CHAIRMAN DePINTO: Very good, thank you. 12 Members of the board, does anyone have 13 any questions of Mr. Regan with respect to procedure 14 of the hearing? Starting with Mr. Fette. 15 MR. FETTE: If you recall, Mr. Regan, we 16 had the Joyce (phonetic) application a number of 17 years ago that went to court and then came back to us 18 and we were instructed to attach reasonable 19 conditions. 20 MR. REGAN: That was I believe the board 21 of adjustment, not this board. I'm vaguely familiar 22 with that application. 23 MR. FETTE: Are we also talking here, 24 reasonable conditions? 25 MR. REGAN: Yes. There will be, if you</p>	13
10	<p>1 approve it, a resolution with conditions. 2 CHAIRMAN DePINTO: Mr. Culhane. 3 MR. CULHANE: Is there a time period for 4 the board to act, and, if so, when does that time 5 period start? 6 MR. REGAN: I believe there is. I 7 believe it was 60 days. Let me see if I can find it. 8 (Pause.) 9 I don't see a specific time period. I 10 could be wrong, let me just check. I don't see a 11 specific time period in the Settlement Agreement, so 12 let me look in the judge's order. 13 (Pause.) 14 No, there's nothing in the judge's 15 order. 16 CHAIRMAN DePINTO: Just in the interest 17 of time, if it does surface, Bob -- let Bob take 18 another look but we'll continue. Do you have any 19 other questions? 20 MR. CULHANE: Not at this time, Mr. 21 Chairman. 22 CHAIRMAN DePINTO: Anyone else have any 23 questions of Mr. Regan? 24 Before we open it up, members of the 25 public that are here, that have an interest in this</p>	13

14	<p>1 and to ask your question directed through the chair.</p> <p>2 With that said, I want to thank you for</p> <p>3 coming, number one. Number two, and I go back to</p> <p>4 Mr. Regan; Mr. Regan, did you find a text to that?</p> <p>5 MR. REGAN: Yes, paragraph 2 in of the</p> <p>6 Settlement Agreement requires the board to complete</p> <p>7 the hearing and adopt a resolution within 75 days</p> <p>8 from the date that plaintiff submits the application</p> <p>9 for development.</p> <p>10 I think the application was submitted on</p> <p>11 or about December 17th, and there had been a public</p> <p>12 hearing scheduled before tonight but there was an</p> <p>13 issue with the notice so the applicant was required</p> <p>14 to renotice.</p> <p>15 So, I think we are fine on time. Do you</p> <p>16 have any comments on that, Ms. Chesler?</p> <p>17 MS. CHESLER: No, no.</p> <p>18 CHAIRMAN DePINTO: So what is the</p> <p>19 official start date; is today the official start date</p> <p>20 of the 75 days?</p> <p>21 MS. CHESLER: The official start date,</p> <p>22 when we submitted the application, was December 17th,</p> <p>23 2013, but we do understand that the board has been</p> <p>24 very busy and it spoke to us about having to wait to</p> <p>25 schedule it to --</p>	16
15	<p>1 MR. REGAN: Yeah, we had one meeting</p> <p>2 scheduled last month, which I believe --</p> <p>3 CHAIRMAN DePINTO: Right. So that we</p> <p>4 don't have a problem --</p> <p>5 MR. REA: Worst-case scenario,</p> <p>6 Mr. Chairman, December 17th.</p> <p>7 CHAIRMAN DePINTO: But, is that really</p> <p>8 fair to members of the public? When did the members</p> <p>9 of the public know that there was going to be a</p> <p>10 public hearing?</p> <p>11 MR. REGAN: When they received the first</p> <p>12 notice, which was back in January.</p> <p>13 When did that notice go out; do you</p> <p>14 recall?</p> <p>15 MS. CHESLER: I don't have it with me.</p> <p>16 But my suggestion would be why don't we see how far</p> <p>17 we get tonight and then we'll talk. The idea was for</p> <p>18 it to move along promptly once we started.</p> <p>19 CHAIRMAN DePINTO: I want a start date.</p> <p>20 MS. CHESLER: It's December 17th.</p> <p>21 CHAIRMAN DePINTO: I don't believe</p> <p>22 that's the case.</p> <p>23 MS. CHESLER: That's what it is under</p> <p>24 the agreement, but I'll defer to Mr. Regan.</p> <p>25 CHAIRMAN DePINTO: The start date should</p>	17
	<p>1 be when the public was advised of when there was</p> <p>2 going to be a hearing.</p> <p>3 MR. REGAN: That would be in January</p> <p>4 then.</p> <p>5 CHAIRMAN DePINTO: If the hearing were</p> <p>6 delayed because of board schedule or whether -- or</p> <p>7 some other reason, or the notices were not given</p> <p>8 properly, so be it. I'd like to know when the public</p> <p>9 was noticed.</p> <p>10 MR. REGAN: First notice would be the</p> <p>11 first public hearing in January.</p> <p>12 Lorraine, do you have the date?</p> <p>13 COUNCILWOMAN CUDEQUEST: It was supposed</p> <p>14 to be the 13th.</p> <p>15 MR. REGAN: On or about January 3rd, 10</p> <p>16 days out.</p> <p>17 CHAIRMAN DePINTO: Will you agree that</p> <p>18 that is the start date?</p> <p>19 MS. CHESLER: I will.</p> <p>20 MR. REGAN: They may have received the</p> <p>21 notice a few days before that, but worst-case</p> <p>22 scenario.</p> <p>23 CHAIRMAN DePINTO: We're going to use</p> <p>24 January 3rd as the official start date -- or 13th?</p> <p>25 MR. REGAN: January 3rd.</p>	

18	<p>1 secretary.</p> <p>2 MR. REGAN: The notice is in order,</p> <p>3 Mr. Chairman.</p> <p>4 CHAIRMAN DePINTO: Mr. Regan, have you</p> <p>5 had an opportunity to review the notice?</p> <p>6 MR. REGAN: Yes.</p> <p>7 CHAIRMAN DePINTO: You find same to be</p> <p>8 in order?</p> <p>9 MR. REGAN: Yes.</p> <p>10 CHAIRMAN DePINTO: Please continue,</p> <p>11 Ms. Chesler.</p> <p>12 MS. CHESLER: The other thing, just for</p> <p>13 housekeeping purposes, I have marked the Settlement</p> <p>14 Agreement and the judge's order and I thought we</p> <p>15 could make that as a public exhibit?</p> <p>16 MR. REGAN: O-1.</p> <p>17 MS. CHESLER: And I have provided to</p> <p>18 Mr. Regan, I premarked exhibits so we could move it</p> <p>19 along, so I marked that K. Hovnanian-1, the</p> <p>20 Settlement Agreement.</p> <p>21 CHAIRMAN DePINTO: Do we have copies of</p> <p>22 these?</p> <p>23 MR. REGAN: Do you have any extra copies</p> <p>24 of the exhibit list?</p> <p>25 MS. CHESLER: I have a number of them.</p>	20	<p>1 paperwork out to the board members so we could</p> <p>2 follow. I'm already lost.</p> <p>3 MR. REGAN: You indicated, Ms. Chesler,</p> <p>4 that the Settlement Agreement would be Exhibit K.</p> <p>5 Hovnanian-1?</p> <p>6 CHAIRMAN DePINTO: Let's wait until</p> <p>7 everybody gets a copy of that list so everybody could</p> <p>8 have the same exhibit numbers on their docs as well</p> <p>9 as yours as Ms. Chesler's.</p> <p>10 MS. CHESLER: While it's being</p> <p>11 distributed, I think I failed to mention, my name is</p> <p>12 Francine Chesler, and I am in-house counsel for the</p> <p>13 applicant, K. Hovnanian North Jersey Acquisitions,</p> <p>14 LLC, which is an affiliate of the K. Hovnanian</p> <p>15 Companies.</p> <p>16 CHAIRMAN DePINTO: Excuse me one second.</p> <p>17 Does everyone have a copy of the exhibit</p> <p>18 list?</p> <p>19 MR. VOGT: Yes.</p> <p>20 (Pause.)</p> <p>21 MS. CHESLER: We're going to use a</p> <p>22 PowerPoint tonight. Is there anything in particular</p> <p>23 we need to do to set it up?</p> <p>24 MR. VOGT: You need the screen.</p> <p>25 MS. CHESLER: We have a PowerPoint but</p>
19	<p>1 I brought them, if not --</p> <p>2 CHAIRMAN DePINTO: I'd like copies</p> <p>3 distributed to everyone, not just board</p> <p>4 professionals.</p> <p>5 MS. CHESLER: No, I brought a lot.</p> <p>6 CHAIRMAN DePINTO: Why don't we</p> <p>7 distribute those before we start marking exhibits</p> <p>8 into evidence.</p> <p>9 MS. CHESLER: They are already marked.</p> <p>10 CHAIRMAN DePINTO: How were they marked</p> <p>11 already?</p> <p>12 MR. REGAN: They haven't been put into</p> <p>13 evidence yet.</p> <p>14 MS. CHESLER: Just for purposes of</p> <p>15 identification, which is a procedure I talked about</p> <p>16 with Mr. Regan and he was --</p> <p>17 CHAIRMAN DePINTO: The board secretary</p> <p>18 will mark the board copies into evidence.</p> <p>19 (Whereupon, Exhibits received and marked</p> <p>20 into evidence.)</p> <p>21 MS. CHESLER: And I also marked on the</p> <p>22 second page, as K. Hovnanian-2, the judge's amended</p> <p>23 order for judgment which Mr. Regan had --</p> <p>24 (Interruption.)</p> <p>25 CHAIRMAN DePINTO: Let's get all this</p>	21	<p>1 we also did bring the exhibit of what's being shown</p> <p>2 so you'll be able to look at it.</p> <p>3 CHAIRMAN DePINTO: Are you going to be</p> <p>4 using the PowerPoint throughout the presentation?</p> <p>5 MS. CHESLER: We are.</p> <p>6 CHAIRMAN DePINTO: We're all going to</p> <p>7 have to shift one way or the other.</p> <p>8 (Pause.)</p> <p>9 Thank you. Please continue.</p> <p>10 MS. CHESLER: So far, just to recap, we</p> <p>11 have introduced the Settlement Agreement as K.</p> <p>12 Hovnanian-1; and the Amended Order for Judgment as K.</p> <p>13 Hovnanian-2.</p> <p>14 We're going to proceed, in large part,</p> <p>15 through the PowerPoint, but what we have also done,</p> <p>16 on all those slides, we have made a book because</p> <p>17 sometimes it's easier to see that.</p> <p>18 Unfortunately, they are not all labeled,</p> <p>19 but with the exhibit list it's very easy to be able</p> <p>20 to tell what slide goes with which exhibit number.</p> <p>21 If you'd like, I could hand those out now or I could</p> <p>22 wait.</p> <p>23 CHAIRMAN DePINTO: Please hand them out</p> <p>24 now.</p> <p>25 Do you have a copy available for the</p>

<p style="text-align: right;">22</p> <p>1 public, as well? 2 MS. CHESLER: Yes, I do. 3 (Whereupon, a discussion is held off the 4 record.) 5 MS. CHESLER: I just wanted to do a very 6 brief overview of what the Settlement Agreement 7 called for, what was shown on the Concept Plan, and 8 what we have incorporated into our application that 9 you're going to -- that we're going to present this 10 evening. 11 Some of the items, Mr. Regan has already 12 reviewed, so I apologize if I'm being repetitive. 13 There were 100 homes, now there are 80. 14 There were 20 Mt. Laurels, which were scattered in 15 different buildings, which we'll review, now there 16 are six Mt. Laurels that are located in two buildings 17 in the interior where before they had been mostly 18 along Serrell Drive. 19 There's a change in the product mix. 20 All the homes facing Upper Saddle River Road and 21 Serrell Drive were changed from the stacked homes to 22 a traditional townhome. The traditional townhomes 23 either have a walkout basement or they have a full 24 basement. The traditional townhomes are not as deep 25 as the stacked townhomes, therefore they were moved</p>	<p style="text-align: right;">24</p> <p>1 requested by Mr. Preiss in his review memo of January 2 13th. 3 Next, we will hear from Patricia Ruskan, 4 who I know you all know who is a licensed 5 Professional Engineer, and she will first review the 6 differences between the current application. And I'm 7 going to call the previous application the "2010" 8 application, that's how it was -- that's how it's 9 shown and described in the slides. She will then 10 review and give an overview of the current 11 application in terms of some of the basics of the 12 site plan. And then she'll testify as to the soil 13 movement application, which is also pending before 14 the board. 15 And then Art Bernard, who is a licensed 16 Professional Planner, who has testified before the 17 board before, he will testify and review the 18 variances in the application. 19 So, with that said, I'd like to begin 20 with the first witness. Is that all right? 21 CHAIRMAN DePINTO: Yes, please do. 22 Hold on one second, Ms. Chesler. 23 Ms. Hutter, with respect to the agenda, 24 please note, for the future, where you've listed the 25 public hearing -- and members of the public that are</p>
<p style="text-align: right;">23</p> <p>1 away from Upper Saddle River Road and Serrell Drive, 2 to the interior of the site, for a greater buffer. 3 And we were also able, because of the change in the 4 product type and moving the homes back, we were able 5 to eliminate what was a retaining wall behind two of 6 the buildings facing Serrell Drive and we were able 7 to reduce the height of the retaining wall 8 substantially behind Building #1. 9 In addition, Hovnanian will widen Upper 10 Saddle River Road in front of the site, it will 11 resurface Upper Saddle River Road, from the site, 12 west to the Garden State Parkway, and will make a 13 financial contribution to the borough for future 14 improvements of Upper Saddle River Road. 15 Our order of the witnesses are going to 16 be as follows: Joseph Lipanovski, who is an 17 architect at K. Hovnanian, who signed all the 18 architectural drawings, he will review the 19 traditional townhomes and compare them to the 20 prototype that was right in the Settlement Agreement. 21 He will then review the stacked townhomes and he will 22 show some of the upgrades that have been made to the 23 facade of those homes. 24 And then we have several building 25 materials to show you and that was specifically</p>	<p style="text-align: right;">25</p> <p>1 here, please be advised that the agenda is being 2 amended to reflect that concurrent with the 3 application for preliminary -- final major 4 subdivision, an application for preliminary site 5 plan, there's also an application for a major soil 6 movement. 7 Is that correct, Ms. Chesler? 8 MS. CHESLER: Yes, it is. 9 CHAIRMAN DePINTO: Let the agenda 10 reflect that amendment. 11 Members of the public, please be advised 12 that you will have an opportunity at this public 13 hearing to ask questions with respect to that 14 application. 15 Thank you. Please continue, 16 Ms. Chesler. 17 MS. CHESLER: Okay. As I said, our 18 first witness -- 19 MR. REGAN: Mr. Chairman, could I just 20 mention one thing? I think on the notice -- on the 21 agenda it talks about preliminary site plan approval. 22 Are you also seeking final? 23 MS. CHESLER: Yes. 24 MR. REGAN: Preliminary and final. 25 CHAIRMAN DePINTO: Let's so amend the</p>

26	<p>1 agenda to reflect that simultaneously there will be</p> <p>2 presented both preliminary and final site plan</p> <p>3 approval, or requests for approval, plus the major</p> <p>4 soil movement application.</p> <p>5 MS. CHESLER: Our first witness is</p> <p>6 Joseph Lipanovski.</p> <p>7 J O S E P H L I P A N O V S K I, having been duly</p> <p>8 sworn, testifies as follows:</p> <p>9 MR. REGAN: Will you state your full</p> <p>10 name and spell your last name?</p> <p>11 THE WITNESS: Joseph,</p> <p>12 L-I-P-A-N-O-V-S-K-I.</p> <p>13 MS. CHESLER: Just the logistics of</p> <p>14 working the slide, could I send -- I thought it would</p> <p>15 be better if somebody worked the slide so Joe could</p> <p>16 speak to you and won't be looking down.</p> <p>17 CHAIRMAN DePINTO: Whomever. We're</p> <p>18 going to qualify Mr. Lipanovski?</p> <p>19 MS. CHESLER: I am.</p> <p>20 CHAIRMAN DePINTO: Okay. Please.</p> <p>21 EXAMINATION BY MS. CHESLER:</p> <p>22 Q. Mr. Lipanovski, who do you work for?</p> <p>23 A. K. Hovnanian Companies.</p> <p>24 Q. And what is your position there?</p> <p>25 A. Senior architect.</p>	28	<p>1 are the architect of record?</p> <p>2 A. Yes, I am.</p> <p>3 Q. There are two different types of</p> <p>4 buildings in the plans, one is a side-by-side</p> <p>5 townhome or traditional townhome, and the other is a</p> <p>6 stacked townhome; is that correct?</p> <p>7 A. That's correct.</p> <p>8 Q. We have put here, for the purpose of</p> <p>9 convenience, a copy of the Colored Site Plan, which</p> <p>10 has been premarked as Exhibit 20 in your package.</p> <p>11 Can you show us the location of the</p> <p>12 tradition townhome buildings?</p> <p>13 A. The traditional townhome buildings on</p> <p>14 this board are these three buildings labeled</p> <p>15 Buildings 1, 2, 9, as well as these two that are</p> <p>16 perpendicular, Buildings #3 and 4.</p> <p>17 Q. Do you have any renderings of the</p> <p>18 elevations of these buildings?</p> <p>19 A. Yes, we do.</p> <p>20 Q. Could you just briefly tell the board</p> <p>21 how the renderings were prepared?</p> <p>22 A. They were prepared through a renderer</p> <p>23 that we use, who essentially takes our AutoCAD plans,</p> <p>24 which are essentially the construction documents, and</p> <p>25 modifies them and provides color and greenery to give</p>
27	<p>1 Q. Are you a licensed architect in the</p> <p>2 state of New Jersey?</p> <p>3 A. Yes, I am.</p> <p>4 Q. When did you get your license?</p> <p>5 A. 1994, approximately 20 years.</p> <p>6 Q. Are you licensed both in New York and</p> <p>7 New Jersey?</p> <p>8 A. Yes, I am.</p> <p>9 Q. What architectural school did you</p> <p>10 graduate from?</p> <p>11 A. New York Institute of Technology.</p> <p>12 Q. Have you testified as an expert in the</p> <p>13 field of architecture before, on planning, before</p> <p>14 boards?</p> <p>15 A. Yes, I've testified before several dozen</p> <p>16 planning boards throughout New Jersey.</p> <p>17 MR. REGAN: Mr. Chairman, I think he can</p> <p>18 be qualified as an architect.</p> <p>19 CHAIRMAN DePINTO: The chair will accept</p> <p>20 the recommendation of counsel. Please continue,</p> <p>21 Ms. Chesler.</p> <p>22 Q. As part of the site plan application,</p> <p>23 which is before the board tonight, we submitted plans</p> <p>24 which were labeled A-1 through A-22 and PH-1 and</p> <p>25 PH-2. You signed these plans; is it correct that you</p>	29	<p>1 it a more pictorial view. But buildings themselves</p> <p>2 are based off of AutoCAD construction documents.</p> <p>3 Q. Am I also correct, you also tell the</p> <p>4 renderer what kind of buildings are on the site, so</p> <p>5 he's not getting stucco or vinyl?</p> <p>6 A. Correct.</p> <p>7 Q. The first elevation, that's on the</p> <p>8 screen now, is the front of the traditional townhome?</p> <p>9 A. Correct.</p> <p>10 Q. Could you describe the traditional</p> <p>11 townhome and compare them to the Concept Plan in the</p> <p>12 Settlement Agreement? And when you do that, if you</p> <p>13 could start off using Slide 2, which is what we have</p> <p>14 up there now, I would appreciate it.</p> <p>15 A. Yeah, this is our typical four-home</p> <p>16 townhome building. This rendering is representative</p> <p>17 of the five buildings that I had described</p> <p>18 previously. As you could see, the materials consist</p> <p>19 primarily of heavy use of masonry along the garage</p> <p>20 and second floor elements, as well as other features</p> <p>21 including dormers, metal roofing material as well as</p> <p>22 other traditional building materials.</p> <p>23 Q. Can you go on to Slide 3? Could you</p> <p>24 tell the board what that slide is? It's difficult to</p> <p>25 see the bottom slide. At least from here it is.</p>

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1 A. I understand. This was an attempt to
 2 show the differences in the front elevation in terms
 3 of home design, use of materials, massing
 4 improvements that were done, when compared to the
 5 design that was noted in the Settlement Agreement, as
 6 compared to what we're currently proposing today.
 7 Q. So it's just upgrade. Could you just
 8 point out some of the architectural refinements that
 9 were made?
 10 A. Yes. We have highlighted some of the
 11 key items including upgrade dimensional roof
 12 shingles, the introduction of dormers, when compared
 13 to the prior design. We have included other elements
 14 including some roof gables and additional trim. To
 15 improve the elevation on the first floor you notice
 16 that our current design is offering carriage-style
 17 garage doors, as compared to the standard garage
 18 doors, and there's a little bit more use of masonry
 19 material along the front elevation to improve the
 20 streetscape.
 21 Q. So the fronts of the townhomes are all
 22 basically the same? In the traditional townhomes.
 23 A. Yes, the front of the proposed townhomes
 24 are similar, correct.
 25 Q. I'd like now to go to the rear of the

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1 traditional townhomes. There are differences in
 2 those; is that correct?
 3 A. Yes.
 4 Q. Are the differences that some have full
 5 basements and some have walkout basements?
 6 A. Correct.
 7 Q. Could you describe the elevation, the
 8 ground elevation of Building #3, which is one of the
 9 two buildings that face Upper Saddle River Road?
 10 A. Yes, essentially it's a standard
 11 basement condition. We have added, you'll see in the
 12 next slide, we have added some elements to improve
 13 the rear including significant increase in the use of
 14 shutters, masonry material, as well as features
 15 including dormers.
 16 Q. And the stone that you see on the rear
 17 of the building, that is also carried through to the
 18 side of the building?
 19 A. Yes, it is.
 20 Q. Could you go on to the next slide?
 21 Could you describe -- this is Slide #4 -- excuse
 22 me -- yeah, Slide #4 -- excuse me, Slide #5.
 23 A. In this slide we're trying to show the
 24 comparison between the rear, side and rear elevation
 25 of the home in the Settlement Agreement to the one

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1 we're proposing. As I've noted, when compared to the
 2 roof element along the rear, we have introduced
 3 dormers to give some relief to the rear elevation.
 4 We have also introduced shutters along some of the --
 5 most of the windows along the rear. Previously there
 6 was just trim surround. And, most importantly,
 7 you'll notice that there's a wainscoting or
 8 windowsill level of masonry material along the rear,
 9 whereas in the previous design we maintained a vinyl
 10 material throughout.
 11 Q. With the understanding, the previous
 12 design in the Settlement Agreement was a concept for
 13 the purposes of us being able to move forward.
 14 A. Correct.
 15 Q. Could you go on to Slide #6?
 16 A. This is a view of Buildings 1, 2, and 9,
 17 which is the walkout basement rear elevation. And
 18 you'll notice, again similar use of material along
 19 the roof trim, but also what we have done is we have
 20 carried the masonry, the stone masonry, along the
 21 full height of the walkout basement.
 22 In addition, we have added a couple of
 23 shutters along that basement level to give
 24 significant improvement to the rear elevation. By
 25 significant improvement, I'm comparing it to the next

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1 slide which is a comparison of --
 2 Q. Slide #7 we're all looking at. By the
 3 way, the slide number is the same as the page number.
 4 I'm sorry.
 5 A. Yes, again you can see some of the key
 6 differences, the masonry, the trim, shutters,
 7 dormers. I also would note, along the side elevation
 8 we have introduced standing seam metal roof as an
 9 accent piece along the second floor gable, as well as
 10 some additional gable venting.
 11 Q. Are any parts of the rear facades in any
 12 of the traditional townhomes left as exposed
 13 concrete?
 14 A. No.
 15 Q. I ask that because that is specifically
 16 talked about in the Settlement Agreement as something
 17 that we would not do.
 18 You've seen the Settlement Agreement; is
 19 that correct?
 20 A. Yes.
 21 Q. You've seen the attachments of the
 22 prototype traditional townhomes in the Settlement
 23 Agreement?
 24 A. Yes.
 25 Q. Is it your opinion that the townhome

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1 buildings are consistent with these concept plans in
 2 the Settlement Agreement?
 3 A. Yes.
 4 Q. But they have been --
 5 A. They have been significantly improved.
 6 Q. Moving on to very briefly look at the
 7 interior of these homes, and I realize it's very
 8 washed out in the slide, so we're looking at page #8
 9 in the book, #8.
 10 Could you very quickly review the layout
 11 of the homes? Am I correct, that there are two
 12 different market homes, the Princeton, which is the
 13 end unit, and the Radford, which is an interior unit?
 14 A. Correct.
 15 Q. Okay. So using Slide #8, could you
 16 describe the Princeton?
 17 A. The Princeton is the end home; its size
 18 is approximately 2,298 square feet. I will point
 19 out, is a side-entry home, meaning you access the
 20 front of the home off of the sidewall. The floor
 21 plan is very open and includes some -- all of the
 22 main features that we're finding that is currently
 23 desired by the marketplace, including generous
 24 storage areas, mud room, closets, walk-in pantry.
 25 Both of the homes offer a two-car garage on the first

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1 floor. The living area is located at the rear of the
 2 home with an open kitchen/dining area as well as a
 3 great room.
 4 On the second floor of this home -- both
 5 of these homes are three-bedroom with a loft for
 6 passive recreation that is intended by the occupants
 7 of the home. I will point out, a fairly generous
 8 walk-in closet off of the owner suite, as well as
 9 generous laundry room. Typically in townhomes, in
 10 the luxury end townhomes, you'll have a laundry room
 11 as opposed to a laundry closet and we offer that in
 12 both of these homes.
 13 Q. Did you have a floor plan for the
 14 Radford, which is the interior, Slide #9?
 15 A. I'll point out --
 16 Q. Can you describe the differences?
 17 A. The key difference is in the Radford you
 18 enter through the front. It has similar storage,
 19 similar bedroom areas and functionally very similar
 20 with the exception of the size. The Radford is a
 21 little bit larger; it's 24,173 square feet of living
 22 space.
 23 Q. Moving on, both these homes have
 24 basements?
 25 A. Correct.

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1 Q. And the basement is shown on Slide #9 as
 2 well?
 3 A. Yes.
 4 Q. When Hovnanian builds these homes, it's
 5 with unfinished -- the basement sales price does not
 6 include a finished basement or enough for a finished
 7 bathroom on the basement level; is that correct?
 8 A. Correct.
 9 Q. But we do offer it as an option to
 10 homeowners that want it, they have to pay for it and
 11 then it gets finished off.
 12 Could you briefly tell the board how a
 13 basement would be finished off?
 14 A. We could see in the middle or sort of
 15 the second-from-the-left plan, with the dotted lines,
 16 that represents those areas of the basement that we
 17 would close off. As you could see, we would close
 18 off the basement, create the bathroom area with a
 19 wall extending to cover the mechanical room, the
 20 furnace and the hot water heater. We would also
 21 close off the sump area. Essentially, we would offer
 22 that we would finish that space to the point where it
 23 would be used for recreation with all of the bathroom
 24 and mechanical functions accessed through a door.
 25 Q. Will these townhomes have a sprinkler

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1 system?
 2 A. Yes, they will.
 3 Q. Are they required by code to have a
 4 sprinkler system?
 5 A. No, they're not required. But we'll be
 6 installing a sprinkler system. We'll install the
 7 sprinkler system in both the living areas in the
 8 second and third floor as well as the attic space.
 9 Q. Anything more to add about the
 10 traditional townhomes?
 11 A. No.
 12 Q. So, moving on, can you show us the
 13 location of what we have called the stacked townhome?
 14 A. Yes, the stacked townhomes are included
 15 in the lower right portion of the site and those are
 16 noted as Buildings 5, 6, 7, 8, 10 and 11.
 17 Q. Thank you.
 18 Do you have a rendering of the facades
 19 of these buildings?
 20 A. Yes, I do.
 21 Q. Were these prepared by the same firm and
 22 in the same manner as the renderings for the
 23 traditional townhomes?
 24 A. Yes, they were.
 25 Q. Could you please describe the elevations

<p style="text-align: right;">38</p> <p>1 of the stacked townhomes and compare them to what was 2 proposed in the 2010 proposed development, and in 3 doing so, comment on the differences? I believe that 4 we're on Slide #10.</p> <p>5 A. Yes, unlike the standard townhomes, if 6 you will note that these stacked townhomes have three 7 stories of elevation along the front.</p> <p>8 And if you could go to the next?</p> <p>9 In terms of massing of the first, second 10 and third floor, very similar to what was proposed in 11 the 2010 application but we did make some 12 modifications and I believe improvements similar to 13 the improvements that we made in the townhomes, and 14 I'll point out some of them.</p> <p>15 The introduction of hip roof along the 16 sides; you could see here, hip as opposed to a 17 standard gable end; introduction of additional gable 18 vents; additional vinyl shake siding as well as 19 clapboard sidings; and most important, I think if you 20 notice on the first level at the garage, we're 21 offering stone elevation along the entire facade at 22 that level as opposed to you see just some of the 23 piers that were offered in the prior design.</p> <p>24 Q. We're on Slide #11, I think I made a 25 mistake before. Slide #11 shows the architectural</p>	<p style="text-align: right;">40</p> <p>1 A. Correct.</p> <p>2 Q. Once again, can you briefly describe the 3 facade of the home?</p> <p>4 A. Similar to the front, we have introduced 5 a generous amount of masonry, both along portions of 6 the side elevation as well as the key portions of the 7 rear. We have also maintained the use of dormers, as 8 well as you could see the hip roof, to sort of soften 9 the scale of the buildings.</p> <p>10 Q. Going on to the next slide, this is the 11 comparison?</p> <p>12 A. Yes.</p> <p>13 Q. I know you've already talked about it, 14 but if you want to, we have the slide in front of 15 you, maybe you can highlight where the --</p> <p>16 A. Again the generous use of the cultured 17 stone, the dorm, the vinyl shake siding as well as 18 clapboard siding along significant segments of the 19 rear elevations. Again, most important, I will point 20 out, the use of the more expensive hip roof detail, 21 when compared to the gable, is, we believe, a key 22 improvement to this design.</p> <p>23 Q. Could you briefly describe the interior 24 of the homes, and in doing so, talk about what's the 25 stack and a stacked townhome?</p>
<p style="text-align: right;">39</p> <p>1 elements and compares it to what was in the 2 Settlement Agreement.</p> <p>3 This is also a 10-unit building; is that 4 correct?</p> <p>5 A. Yes.</p> <p>6 Q. You don't see a lot of entrances in the 7 building. Would you tell the board how people enter 8 and exit the homes here?</p> <p>9 A. You'll see in the floor plan when we get 10 to the slide later on, but essentially the entrances 11 are recessed off of the garage. You could see on the 12 end home there's the door to the end home and the 13 entrance to the interior homes is through the common 14 walkway at this location as well as -- as well as the 15 location toward the end where you could see the 16 sidewalls of the last home right along there.</p> <p>17 So the front entry door is somewhat 18 recessed and depending on the angle that you're 19 driving down the street, you may not see it until you 20 get directly in front of the front door.</p> <p>21 Q. Going on to Slide #12, you show us the 22 rear elevations of the stacked homes, correct?</p> <p>23 A. Correct.</p> <p>24 Q. Basically looking at Buildings 5, 10 and 25 11, because that's where the townhome units are?</p>	<p style="text-align: right;">41</p> <p>1 A. The stack and the stacked townhome --</p> <p>2 Q. Maybe you can go on to Slide 14.</p> <p>3 A. What makes this townhome stacked is the 4 fact that there's a townhome below another townhome, 5 within the same 26 foot wide module. And the lower 6 townhome, noted on this slide here, and you could 7 see --</p> <p>8 Q. That's the Delaware?</p> <p>9 A. This is the Delaware, correct. The 10 lower townhome is the Delaware. It's approximately 11 1,554 square feet in size and the left plan is the 12 ground level plan where you walk into the home into 13 the entry foyer, back onto the living space, take a 14 stair up to your rear-facing bedrooms.</p> <p>15 So the Delaware is a two-bedroom, we can 16 refer to it as the lower townhome that's similar to 17 the upper, has direct access to a garage and again 18 it's similar elements and features to the standard 19 townhome with use of generous storage, walk-in 20 closets to some of the key rooms, a laundry room and 21 other features that we had described in the 22 townhomes.</p> <p>23 Q. Could you describe the upper home, which 24 is on the second and third floor, which is the 25 Raritan model and I believe that is on Slide #15?</p>

42	<p>1 A. The upper town floor consists of three 2 levels. On the left is the first level, and this 3 garage, just imagine this garage adjacent to the 4 lower level. The garage, which is here, and you come 5 into the garage to a stairwell, you access the 6 stairwell either directly through the garage or along 7 the exterior walkway which is adjacent to the -- to 8 your neighbor's door. You walk up the stairs to the 9 second level front-facing which is the living level 10 of the upper townhome, with a kitchen, dining room, 11 living room, closet space and a powder room. And in 12 the upstairs, which is the third level, this townhome 13 essentially includes the entire front to back of the 14 stacked townhome building. So it's three bedrooms 15 with a loft and a volume space overlooking the living 16 room. And this home here is sized at approximately 17 2,207 square feet.</p> <p>18 Q. I just want to briefly review, there are 19 three different types of Mt. Laurel units and I'll 20 say, for the record, they are Buildings 7 and 8, 21 that's what's reflected on the site plan.</p> <p>22 Starting with Unit C, which is the 23 smallest Mt. Laurel unit, could you briefly describe 24 that? It's found on Slide #16.</p> <p>25 A. Our smallest Mt. Laurel is approximately</p>	44	<p>1 of the building.</p> <p>2 Q. Just to clarify, it has its own 3 staircase to the outside, it does not share that 4 staircase with another unit?</p> <p>5 A. No, it has its own dedicated staircase, 6 correct.</p> <p>7 Q. Moving to Slide #18, which is Unit E, 8 that's the Mt. Laurel two-bedroom, could you briefly 9 describe that?</p> <p>10 A. Yes, this is the -- this home has, 11 similar to the prior home, this home is sized at 12 about 1,844 square feet, it has -- the reason for the 13 difference is the significant foyer area at the 14 ground level. On the second floor, very similar 15 second floors but the difference from the prior unit 16 is that this is a two-bedroom home.</p> <p>17 Q. From the outside, would the Mt. Laurel 18 homes be distinguishable from the market-rate homes?</p> <p>19 A. No, our design intent is to make the Mt. 20 Laurel homes indistinguishable within the stacked 21 townhome buildings.</p> <p>22 Q. You wouldn't be able to tell because 23 each home has a garage --</p> <p>24 A. This module of Mt. Laurel homes has the 25 same garage location, has the same entry door</p>
43	<p>1 759 square feet. It's a two-bedroom home, accessible 2 from the same location that the lower level 3 market-rate townhome, which is at that location. 4 Unlike the other homes, this is the only model in the 5 community that does not come with a standard garage.</p> <p>6 Q. The other two Mt. Laurel units, as we'll 7 discuss soon, do have garages?</p> <p>8 A. Correct.</p> <p>9 Q. On Slide 17, that is the description of 10 Unit D, which is a three-bedroom Mt. Laurel unit. 11 Could you briefly describe that?</p> <p>12 A. Yes. Again, as we noted before, this 13 has a dedicated garage that is intended for this 14 model and it does not have direct access from the 15 garage, you access the garage from the -- you access 16 the home from the exterior. Same walkway location 17 that you would access the upper townhome that I 18 described previously. This is a three-bedroom 19 townhome, sized at approximately 1,189 square feet, 20 has the standard features of kitchen, living room, 21 dining room and eating nook, in addition to the three 22 bedrooms above.</p> <p>23 Q. Does this face the front of the house or 24 the rear of the house?</p> <p>25 A. This home faces the front of the home --</p>	45	<p>1 locations into the home as the market-rate home. So 2 from the exterior it's indistinguishable.</p> <p>3 Q. Could you briefly describe the facade of 4 the pump house, which on the plans is PH-1 and PH-2? 5 We don't have a rendering of that.</p> <p>6 A. Facade consists of similar scaling, 7 similar materials in terms of vinyl, use of stone, 8 similar roof materials.</p> <p>9 CHAIRMAN DePINTO: Please point out the 10 pump house on the plan. 11 (Witness complies.) 12 Thank you. 13 THE WITNESS: I apologize, it's right 14 there. 15 CHAIRMAN DePINTO: Please continue. 16 THE WITNESS: Again, in terms of the 17 siding material, roofing material, doors, it would be 18 indistinguishable from the residential homes in the 19 community. 20 MS. CHESLER: Mr. Preiss did 21 specifically ask that we bring in samples of some of 22 the building materials that you've described on the 23 facade. Exhibit K. Hovnanian-4A is the roof, which 24 is a dimensional roof shingle. After he describes 25 it, I don't know if you want me to pass them around.</p>

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1 CHAIRMAN DePINTO: I don't think that's
2 going to be necessary. But you're going to mark the
3 exhibits --
4 MS. CHESLER: It's already marked.
5 CHAIRMAN DePINTO: The exhibits will be
6 left for public inspection?
7 MS. CHESLER: Yes.
8 CHAIRMAN DePINTO: That will be
9 sufficient. Please continue.
10 BY MS. CHESLER:
11 Q. You know what would be helpful, Joe, if
12 you could go back to one of the facades where these
13 treatments were labeled and so let's look at that at
14 the same time you see the building material.
15 Exhibit B, called the Standing Seam
16 Metal Roof, could you show what we're talking about
17 and then show the material?
18 A. Yes. The metal roof is sort of an
19 accent roof above key areas. Here, that location
20 (indicating.) Again it's intended to be an accent
21 over shared roof areas.
22 CHAIRMAN DePINTO: I'd like for the
23 board members to see that.
24 Q. Exhibit K. Hovnanian-4C is a Vinyl
25 Clapboard Siding with Color Options. Would you point

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1 out to the board what we're talking about there?
2 A. This material is used within the gable
3 areas up here and in some key wall areas that's noted
4 as light yellow.
5 MS. CHESLER: That's fairly light, if
6 you want me to pass it around.
7 CHAIRMAN DePINTO: Yes.
8 Q. Exhibit D is Vinyl Shake Siding?
9 A. Yep. It's our standard siding that
10 you'll find along the side elevations and some of the
11 areas where we are not offering the clad or the
12 stone. It's noted here as sort of a darker hue.
13 Q. Exhibit E, you might want to go back to
14 one of the renderings of the stacked townhome because
15 it has to do with the shutters. You have to go
16 backwards.
17 A. Here are the shutters along the side, as
18 well as rear, and whatever color we pick along the
19 side and rear, we would carry out through the front
20 for consistency.
21 Q. Exhibit F is the Trim Boards.
22 A. You could see that more in the front.
23 You see this as the accent piece, say, along the
24 garage, around the garage door. I think all the
25 other windows is shutters.

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1 Q. And Exhibit K Hovnanian-4G is an example
2 of the Cultured Stone?
3 A. And the cultured stone is the material
4 we would use at these key elements of the home -- of
5 the building.
6 MS. CHESLER: That is quite heavy, so I
7 don't know if you want to pass that around or not.
8 CHAIRMAN DePINTO: That's not necessary.
9 Q. There was a question from Mr. Preiss
10 about the colors of the building. Do we know the
11 color of the buildings?
12 A. We haven't finalized yet but this is
13 representative of the sort of neutral tones, that we
14 would select for the materials, that we've passed
15 around.
16 MS. CHESLER: I have no further
17 questions.
18 CHAIRMAN DePINTO: Thank you. I have a
19 few questions of this witness.
20 Number one, first, Ms. Chesler, as you
21 may recall, or may not recall, I often, during the
22 original hearings, referred to the architectural
23 design that is reminiscent of army barracks. I think
24 you've moved far from that point and you should be
25 commended on that fact. Vast improvement over the

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1 original presentation.
2 So, number one, I want to thank you for
3 that.
4 Number two, with respect to the
5 testimony that we have heard thus far, you spoke
6 about, on the unfinished basements, that a
7 prospective purchaser could opt for the installation
8 of a bathroom on that ground level. Is that correct?
9 THE WITNESS: Yes.
10 CHAIRMAN DePINTO: You've illustrated it
11 as a half bath. You're only offering a half bath on
12 that level?
13 THE WITNESS: No, we offer both a half
14 bath as well as a full bath in our standard finished
15 basements. We were demonstrating simply the first
16 upgrade. But in the plans that we had submitted,
17 more of the construction documents, we had noted the
18 full bath in those exhibits.
19 CHAIRMAN DePINTO: So you're going to
20 offer it with either the half or the full as an
21 option. When it's offered with the full bath, does
22 that increase the bedroom count?
23 THE WITNESS: No.
24 CHAIRMAN DePINTO: So it's considered
25 what, that lower level?

50	<p>1 THE WITNESS: Considered passive 2 recreation space.</p> <p>3 CHAIRMAN DePINTO: So it's a finished 4 basement with either a half bath or full bath at the 5 option of the purchaser?</p> <p>6 THE WITNESS: Or no bath. A purchaser 7 can purchase the finished basement with no bath.</p> <p>8 CHAIRMAN DePINTO: If you could, again, 9 define for us -- I know you already testified to it 10 but I might have lost track. On the townhomes, which 11 are the ones with the walkout feature and which are 12 the ones without?</p> <p>13 THE WITNESS: The walkout basements are 14 included in Buildings 1, 2, and 9, and the standard 15 basements are in Buildings #3 and 4.</p> <p>16 CHAIRMAN DePINTO: And whether the homes 17 feature the walkout basement or the full basement, 18 both of them, as to the building height, are the 19 same?</p> <p>20 THE WITNESS: The front elevation of 21 both of those buildings will be the same.</p> <p>22 CHAIRMAN DePINTO: I understand front 23 elevation, but when you measure the height of the 24 structure, the way the code requires that measurement 25 to be, are they the same height?</p>	52	<p>1 are not seeking relief from any of the requirements 2 in our code with respect to the height of the 3 structures; is that correct?</p> <p>4 MS. CHESLER: Could I answer that? 5 Because that's a legal question.</p> <p>6 We're not seeking any relief from the 35 7 feet. All the homes are 35 feet or less. Because 8 the code says if you're using a basement for other 9 than storage or mechanical equipment, then it turns 10 it into a story, under your ordinance, not under the 11 building code but under the ordinance. We did seek a 12 variance so we could finish off the basements. 13 That's as to stories, it doesn't impact the actual 14 vertical distance of the building.</p> <p>15 CHAIRMAN DePINTO: Mr. Preiss, do you 16 agree with that?</p> <p>17 MR. PREISS: Yes.</p> <p>18 CHAIRMAN DePINTO: Why don't you explain 19 our code so that we can understand that.</p> <p>20 MR. PREISS: Just using the units that 21 they have as an example, the two buildings, 3 and 4, 22 which face Upper Saddle River Road, the front and the 23 back, the elevation in the front and the back is the 24 same. That's two stories and I think the height of 25 the building, as you indicated, was around 28 feet.</p>
51	<p>1 THE WITNESS: No, they are not, because 2 your code measures height as the average -- the 3 lower -- the starting point is average grade around 4 the building. Because the walkout basements have a 5 lower grade along the rear, there's a greater 6 differential.</p> <p>7 CHAIRMAN DePINTO: But with the walkout 8 basement and with the change in the grade from the 9 front of the structure to the rear of the structure, 10 you're saying the way the building height is 11 measured, that height will be in conformity with our 12 code?</p> <p>13 THE WITNESS: Yes, it will.</p> <p>14 CHAIRMAN DePINTO: What is the height 15 of that building?</p> <p>16 THE WITNESS: The height of the building 17 at the front elevation, at the front is approximately 18 25 -- I'm sorry, 28 feet 4 inches.</p> <p>19 Now, that height will increase -- that's 20 in a standard basement condition, that height will 21 increase, depending on grading, in conditions where 22 there are walkout basements and, therefore, average 23 height of your average grade decreases.</p> <p>24 CHAIRMAN DePINTO: The point that I'm 25 driving at and the answer I'm looking for is that you</p>	53	<p>1 MS. CHESLER: A little over 28.</p> <p>2 MR. PREISS: In the case of Buildings 1, 3 2, and 9, the elevation goes down from Road A towards 4 the western end of the property which is the homes 5 that back up on Serrell Drive. And as a result, the 6 front elevation shows two stories. But then, with 7 the slope going down, the rear of the building has an 8 exposed basement.</p> <p>9 So that exposed basement, from the view 10 from Serrell Drive, it looks like a three-story 11 building and it would be counted and that basement 12 would be counted as a full story, because of the way 13 the code is written.</p> <p>14 So it's two stories on the road side and 15 three stories on the walkout basement side. But the 16 average elevation, when you measure the height of the 17 building, is still compliant with the 35 foot height.</p> <p>18 And then the remaining buildings, which 19 are the stacked townhouses, don't have basements. So 20 those are all three stories in height and I believe 21 those will conform to the 35 foot height 22 requirements. Is that correct?</p> <p>23 MS. CHESLER: Well, the walkout 24 basements are exactly as was presented in the 25 Settlement Agreement and I believe that, under your</p>

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1 code, basements do not count as a story. So if it
2 looked just like this and it wasn't finished, it
3 would still not be considered a third story. It's
4 the internal use by finishing it off or allowing a
5 basement which in fact turns it into a story.
6 I do have the ordinance with me, but,
7 you know, Mr. Preiss and I have talked about it and I
8 am fairly certain that it is the interior use which
9 actually turns it into a story, otherwise basements
10 aren't considered a story.
11 So I don't know if that clarified it or
12 not.
13 CHAIRMAN DePINTO: So, therefore, if
14 that lowest level or that basement is unfinished,
15 it's in compliance with the code?
16 MS. CHESLER: That is correct.
17 CHAIRMAN DePINTO: Once the basement is
18 finished, it's at variance with the code?
19 MS. CHESLER: That is correct.
20 CHAIRMAN DePINTO: Finishing of the
21 basement, is at the option of the purchaser; is that
22 correct?
23 MS. CHESLER: That is correct.
24 CHAIRMAN DePINTO: So, therefore, with
25 respect, Mr. Regan, to this board's actions, do we

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1 treat this as if all walkout basements will be
2 finished and the applicant is seeking variances for
3 that?
4 MR. REGAN: I think you have to.
5 CHAIRMAN DePINTO: How else are we going
6 to define it?
7 MR. REGAN: You have to, you can't do it
8 piecemeal.
9 CHAIRMAN DePINTO: Therefore, we're
10 going to treat all of the walkouts as that of
11 requiring variances because of a potential of that
12 lower level.
13 MS. CHESLER: Including, by the way,
14 where it is a full basement, it still technically
15 turns it into a story. Whether it's a walkout or not
16 a walkout, that's an act of finishing off the
17 basement, which turns it into a story, not the
18 visibility from the outside.
19 MR. PREISS: If I could just add, what
20 is shown and what is presented in the plans was
21 contemplated in the Settlement Agreement.
22 So it's consistent with that, but I
23 think technically --
24 CHAIRMAN DePINTO: Quite frankly,
25 Richard, I don't want to hear anymore about the

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1 Settlement Agreement. I understand what we agreed to
2 in the Settlement Agreement, but for the interest of
3 clarification, because half the members that serve on
4 this board right now did not serve on the board for
5 the first application or the Settlement Agreement.
6 So let's leave that out of the picture.
7 I know it's an exhibit, I know we can keep referring
8 to it, but I want it for the interest of the members
9 of the board to fully understand what this plan is
10 all about.
11 So, therefore, you agree with Ms.
12 Chesler with respect to the finished basement and how
13 we should be dealing with it with respect to the
14 request for a variance?
15 MR. PREISS: I agree with Mr. Regan,
16 and, yes, it should be considered a third story.
17 Because the potential -- at any time, it could be
18 finished and that changes it into a three-story, I
19 think you have to contemplate that.
20 CHAIRMAN DePINTO: I understand that and
21 I understand the stories. What I'm not quite sure
22 of -- I wasn't asking that question. Question I was
23 asking was with respect to the height of the
24 buildings, not the stories but the height of the
25 buildings. Do the buildings, specifically Buildings

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1 1, 2, and 3, comply with code requirements for
2 height?
3 THE WITNESS: Yes, they do.
4 CHAIRMAN DePINTO: That would have been
5 a simple answer to the question I asked about 15
6 minutes ago. But that's okay.
7 MR. PREISS: And I agree.
8 CHAIRMAN DePINTO: Thank you. I'm going
9 to allow other board members to ask questions and
10 we'll start with Mr. Vogt.
11 Mr. Vogt, questions of this witness?
12 MR. VOGT: Thank you, Mr. Chairman.
13 I would just like to make a comment,
14 number one. Looking at these renderings and
15 comparing them with what we saw years ago, it's quite
16 an improvement, both in the rear and in the front of
17 the buildings.
18 I do have a question for Mr. Lipanovski.
19 You talk about the pump station, the pump building,
20 and you said it was indistinguishable from the other
21 buildings. That's only by material?
22 THE WITNESS: Materials, yes, sir. I
23 was referring strictly to the materials.
24 MR. VOGT: Not in height and size, none
25 of that?

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1 THE WITNESS: No.
2 MR. VOGT: Just the material?
3 THE WITNESS: Yes, sir.
4 MR. VOGT: What's the size of that?
5 What's the height of that building, is it like an
6 accessory building, within the limits of our
7 ordinances as such?
8 THE WITNESS: Yeah, it's a single-story
9 building. It's approximately 12 feet high, you know,
10 it's --
11 MR. VOGT: That's good enough, 12 feet.
12 That's I guess what the ordinance says and that's
13 what I wanted to know.
14 Thank you very much. That's all I got,
15 Mr. Chairman.
16 CHAIRMAN DePINTO: Thank you.
17 Mr. Webber.
18 MR. WEBBER: I have a couple of
19 questions for Mr. Lipanovski. On the Princeton II,
20 the first floor plan you have a "Family Center."
21 THE WITNESS: Yes.
22 MR. WEBBER: Explain the "Family
23 Center."
24 THE WITNESS: Family center is a space
25 that we're starting to introduce in our home designs

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1 across the country, which are essentially areas
2 intended for computer hookup that family members
3 could primarily -- family members that are looking
4 for privacy that could go into a space and utilize,
5 you know, the computers, be engaged with the overall
6 family but have some sense of privacy.
7 MR. WEBBER: I don't know if it needs a
8 door. I think it's a small space and un-vented and
9 there's no light in there. But that's what that is,
10 it's not a closet, kind of read it as closet.
11 You don't show any chimneys for the
12 venting on your elevations. What kind of venting or
13 furnace rooms that you have down in basements -- you
14 know, on the second floor plan it kind of gets
15 chopped off where you have your vents going up. It
16 looks like it's a chase for more than just a direct
17 vent.
18 THE WITNESS: Yeah, there's a furnace in
19 the basement and directly below, two chases, one on
20 the first floor, one on the second floor.
21 MR. WEBBER: And they go through the
22 roof?
23 THE WITNESS: They go through the roof.
24 MR. WEBBER: And it's just a pipe?
25 THE WITNESS: Just a pipe extending out.

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1 And we made sure that it extends out at the rear
2 elevation as opposed to the front.
3 MR. WEBBER: Right. Some of the units,
4 I don't know how they are vented lining up,
5 especially on the Mt. Laurels, you show HVAC closet
6 but no chase running to the second floor to --
7 THE WITNESS: On the first, on the
8 Delaware, you see the chase adjacent between the
9 bathroom and the laundry closet.
10 MR. WEBBER: I'm looking at, I guess
11 it's the Mt. Laurel two-bedroom Unit E, Slide 18, the
12 mechanical closet, if you vented it straight up it
13 would go basically through the dining room area. I
14 don't know if you have room to direct it for a direct
15 vent.
16 THE WITNESS: Yeah, we typically do not
17 show -- we don't vent through direct vent. In spaces
18 like that we'll create a -- make it look like a
19 pilaster within the space.
20 MR. WEBBER: Okay, but that would block
21 some of your staircase going up.
22 THE WITNESS: No, we would hold it off,
23 we would pull it off of the staircase.
24 MR. WEBBER: So it would look almost
25 like a pilaster sitting on the wall?

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1 THE WITNESS: That's right, that's
2 right.
3 MR. WEBBER: The dormers, they're not to
4 act as skylights for the second floor?
5 THE WITNESS: They are decorative, the
6 windows there do not provide light into any of the
7 spaces.
8 MR. WEBBER: Will there be any lighting
9 on the eyebrow roofing that you have on the front of
10 your units over, like, the garage areas?
11 THE WITNESS: Yes, we typically --
12 MR. WEBBER: You show lighting on the
13 outside of the building, between the garage doors,
14 but then you have a space above. Will that be
15 downlighting?
16 THE WITNESS: No -- like, in that
17 location there?
18 MR. WEBBER: Yes, underneath.
19 THE WITNESS: No, we would typically put
20 a light -- a wall-mounted light at that location.
21 MR. WEBBER: And those wall-mounted
22 lights are either all on for the entire unit or all
23 off for the unit, it's not individually operated?
24 THE WITNESS: They are individually
25 operated.

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1 MR. WEBBER: So --

2 THE WITNESS: It's like this home

3 here --

4 MR. WEBBER: Right, but the Raritan I,

5 you have one light for the two units?

6 THE WITNESS: I think we intend to have

7 one light for this garage owner and another light for

8 the adjacent garage owner.

9 MR. WEBBER: But you're showing one

10 light right now. Is that in the middle?

11 THE WITNESS: Yeah, our intent is not to

12 have --

13 MR. WEBBER: Each individual unit garage

14 will have a light?

15 THE WITNESS: Yes.

16 MR. WEBBER: So then we're missing about

17 half-dozen lights on that big building, because each

18 unit has to have a garage light?

19 THE WITNESS: Yes.

20 MR. WEBBER: So, at this time, there

21 will be more lighting than just the one fixture on

22 the wall that's shown?

23 THE WITNESS: Correct.

24 MR. WEBBER: I guess lastly that I have,

25 on the cultured stone, will it be flush with your

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1 siding or will there be a drip cap of some sort?

2 THE WITNESS: Drip cap. It's a

3 decorative cap that we would -- it's sort of a stone,

4 single stone cap. As a band, yes.

5 MR. WEBBER: Okay, that would be a

6 narrow --

7 THE WITNESS: Yeah, it's about an inch

8 and a half, 2 inches.

9 MR. WEBBER: Again masonry or --

10 THE WITNESS: Masonry.

11 MR. WEBBER: Overall I think it's a very

12 nice design. I'm not overly thrilled with the

13 doghouse dormers, but that's a personal preference,

14 unless they are used for venting. Will there be any

15 power venting on the units or is it just the passive

16 gable end vent and ridge vent? Will you have any

17 power on the back of the units?

18 THE WITNESS: The gable end, the gable

19 end is typically not an active vent, that's a

20 decorative feature. Our venting is in the soffit

21 vent and ridge venting.

22 MR. WEBBER: Ridge venting?

23 THE WITNESS: Yes.

24 MR. WEBBER: You won't have any unit on

25 the back, mushroom caps power venting?

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1 THE WITNESS: No, we don't anticipate

2 that. When we built these homes in other markets we

3 had not needed to put additional venting.

4 MR. WEBBER: That's all I have.

5 CHAIRMAN DePINTO: Mr. Lintner.

6 MR. LINTNER: No questions at this time,

7 Mr. Chairman.

8 CHAIRMAN DePINTO: Ms. Solomon.

9 MS. SOLOMON: No questions.

10 CHAIRMAN DePINTO: Mrs. Cudequest.

11 COUNCILWOMAN CUDEQUEST: No questions,

12 Mr. Chairman.

13 CHAIRMAN DePINTO: Mr. Teagno.

14 MR. TEAGNO: Just one question. If the

15 purchaser elects to finish a basement in one of the

16 walkout units, and puts a full bath in, and they put

17 a closet in, they could conceivably have an illegal

18 rental property with an outside entrance and that

19 concerns me. Have you run into that before?

20 THE WITNESS: Not to my knowledge.

21 MR. TEAGNO: Nobody has ever raised a

22 concern about that?

23 THE WITNESS: Not to my knowledge.

24 MR. TEAGNO: It's something that we run

25 into on some private dwellings in the past.

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1 THE WITNESS: With these building types,

2 to have entrance and egress off of a rear sliding

3 door is -- you basically have to walk through your

4 neighbor's rear -- it might have I'm sure

5 conceivably -- we haven't experienced that.

6 CHAIRMAN DePINTO: I think it's a valid

7 concern. Ms. Chesler, with respect to that concern,

8 having dealt with similar projects elsewhere in the

9 state, do the condo docs that you file with DCA

10 typically address the concern that of Mr. Teagno?

11 MS. CHESLER: No, these are

12 single-family homes, you would have to do it

13 illegally to do that. You can't ward somebody off of

14 all these illegal things, but if the board wants us

15 to put something in the public offering statement

16 highlighting that it can't be done, I have no problem

17 doing it.

18 CHAIRMAN DePINTO: I think, in the

19 interest of the borough, that that should be included

20 into the DCA docs as well as any resolution of

21 approval that may be granted by the board. This way,

22 in the event that it does happen at some point in the

23 future, our zoning officers would have a greater

24 ability to go in and enforce the intent of this board

25 and the borough.

66	<p>1 Good point. Thank you, Mr. Teagno.</p> <p>2 MS. CHESLER: Mr. Chairman, I will point</p> <p>3 out that we do not intend to offer any sort of</p> <p>4 cabinetry in the basement or kitchenette or wet bar</p> <p>5 area which could be expanded into a kitchen --</p> <p>6 CHAIRMAN DePINTO: I think the borough's</p> <p>7 experience is when someone is building illegal</p> <p>8 apartments in basements they don't really ask how</p> <p>9 much you're going to charge for cabinets, they handle</p> <p>10 that themselves. They got a way of dealing with</p> <p>11 those sort of things.</p> <p>12 Thank you. Mr. Culhane.</p> <p>13 MR. CULHANE: Just a couple of</p> <p>14 questions, Mr. Chairman.</p> <p>15 I agree with the chairman, it's a much</p> <p>16 improved plan from what we seen in the past.</p> <p>17 I'm just curious, on the Princeton II, I</p> <p>18 notice one of the things you have is an ejector pit,</p> <p>19 but on the Radford you don't. I'm curious; how come?</p> <p>20 I would assume both of the basements probably need --</p> <p>21 both units would need ejector pits.</p> <p>22 MS. CHESLER: If we offer it in one, we</p> <p>23 would offer it in the other.</p> <p>24 MR. CULHANE: I don't think it's a</p> <p>25 matter of offering, I think it's a matter of where</p>	68	<p>1 To Mr. Teagno's comments, one way to</p> <p>2 deal with that is just not allow a full basement --</p> <p>3 I'm sorry, not allow a full bathroom, just strictly a</p> <p>4 half bath and by definition you do not have a</p> <p>5 dwelling unit if you don't have a full bathroom.</p> <p>6 That would be one way to address that. Whether it's</p> <p>7 done as part of a resolution or a public offering</p> <p>8 statement, that --</p> <p>9 MR. TEAGNO: I was more focused on</p> <p>10 something that we could enforce rather than the</p> <p>11 developer. Because if the developer offers it, we</p> <p>12 have no control over it, really.</p> <p>13 MR. FETTE: We don't issue a building</p> <p>14 permit for it, real simple. If you don't have a</p> <p>15 building permit for it, the tub or shower is not</p> <p>16 going in. Now you have a half bath and by definition</p> <p>17 you don't have a dwelling unit if you don't have a</p> <p>18 full bathroom. That would be one way to address it.</p> <p>19 MR. WEBBER: It wouldn't be sited out</p> <p>20 for --</p> <p>21 MR. FETTE: Not if you don't have it</p> <p>22 sited out for a tub or shower.</p> <p>23 MR. WEBBER: That they can't have an</p> <p>24 extra tub in there.</p> <p>25 MR. TEAGNO: People that are doing</p>
67	<p>1 you're tying into your sewer line.</p> <p>2 MS. CHESLER: I think it's an oversight.</p> <p>3 MR. CULHANE: Fair enough, yeah.</p> <p>4 Recognizing you haven't testified about the walkway</p> <p>5 or sidewalk, I'll call it, because at the</p> <p>6 illustration up there, if you look at the site plan,</p> <p>7 the sidewalk is up against the curb.</p> <p>8 One of the questions, I guess that will</p> <p>9 be for the next witness, is what cross-slope is going</p> <p>10 to be on that sidewalk? Because you can see by the</p> <p>11 illustration here, at least in my judgment, the slope</p> <p>12 leading up to the garage is not too, shall we say,</p> <p>13 small.</p> <p>14 So, for the next witness I will have</p> <p>15 some concern about the cross-slope on the walkway</p> <p>16 that is adjacent to the curb because on the site</p> <p>17 plans it's a continuous walkway across all the</p> <p>18 driveways.</p> <p>19 That's all the comments at this time,</p> <p>20 Mr. Chairman.</p> <p>21 CHAIRMAN DePINTO: Mr. Fette.</p> <p>22 MR. FETTE: Just a couple comments. I</p> <p>23 agree with the rest of the board members, I think</p> <p>24 it's a much better plan, from an elevation point of</p> <p>25 view, than what was previously proposed.</p>	69	<p>1 illegal things like that, generally don't care about</p> <p>2 what the code says, as the chairman said.</p> <p>3 MR. FETTE: That is correct.</p> <p>4 MR. TEAGNO: They could rent it out.</p> <p>5 CHAIRMAN DePINTO: I think Mr. Fette's</p> <p>6 suggestion, that if you limit it to the half bath,</p> <p>7 you have better controls than if you allow both a</p> <p>8 half and full. I would totally support it. We could</p> <p>9 poll the board on that.</p> <p>10 Please continue, Jeff.</p> <p>11 MR. FETTE: We've been throwing around a</p> <p>12 lot of finishes and things like that and I'm thinking</p> <p>13 back to what we have been talking about at the</p> <p>14 DePiero application where the outside finishes are so</p> <p>15 critical to the way the building is going to look.</p> <p>16 Are these colors etched in stone or</p> <p>17 where are we at with the finishes and the colors?</p> <p>18 MS. CHESLER: The colors, I think have</p> <p>19 been testified to, have not been determined yet.</p> <p>20 They are going to be some form of neutral color. The</p> <p>21 finishes, we're providing copies of the type of</p> <p>22 finishes those are, those are determined.</p> <p>23 MR. FETTE: I guess where I'm coming --</p> <p>24 I wasn't sure if the board was particularly set on a</p> <p>25 certain color scheme or if that was something that</p>

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1 was set forth in, sorry, the Settlement Agreement.
 2 But if it's earth tones, that opens up a wide
 3 variety, I didn't know if we were deciding tonight on
 4 specific colors and finishes.
 5 MS. CHESLER: The way it normally works
 6 is after approval, when the construction documents
 7 are finalized, there is a design team that picks the
 8 colors. We're not to the approval stage yet so the
 9 colors haven't been picked. We do know it's going to
 10 be neutral colors, we don't offer garish colors.
 11 MR. FETTE: Just thinking forward then,
 12 assuming everything moves ahead and it's a successful
 13 completion to the application, when you submit for
 14 building permits, at that point in time we would get
 15 color samples of exactly what's going on the
 16 building?
 17 MS. CHESLER: Yes.
 18 MR. FETTE: Is that fair to ask?
 19 MS. CHESLER: Yes. If it's part of the
 20 requirement, yes. Yeah.
 21 MR. FETTE: Fine, thank you. That's all
 22 the questions I have, Mr. Chairman.
 23 CHAIRMAN DePINTO: Thank you.
 24 I share Mr. Fette's concerns with regard
 25 to those colors. I find, and I don't think Hovnanian

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1 does this but I know of townhome communities and
 2 condominium projects in the state of New Jersey where
 3 within a community you'll see one building is tan and
 4 the next building is gray and then the third building
 5 is a different color. And I don't like that, that
 6 mismatching. If you're suggesting that all 80 units
 7 are going to be compatible, one with the other, I
 8 think that's good and I think that's what we're
 9 looking for.
 10 MS. CHESLER: Yes, I am positive, though
 11 I can't tell you what color, that they'll be
 12 compatible and they'll be tasteful and we certainly
 13 could sit with you and describe or get some feedback.
 14 We did offer the color pallet so you get a feel for
 15 what --
 16 CHAIRMAN DePINTO: I think the way that
 17 should be dealt with is when you get passed the
 18 approval process and you're into the decision-making
 19 internally in your company, that you advise the board
 20 of the preliminary decision and that will be sent to
 21 the borough planner and our building department and
 22 it certainly doesn't have to come back before the
 23 board but I think we'd want the input of those
 24 professionals on that. And we appreciate that.
 25 I'd like to go back to questions

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1 relative from Mr. Webber with regard to the venting
 2 pipes. I think you indicated that will be coming off
 3 the rear of the building so that from the internal
 4 road or external road you're not going to see those
 5 pipes.
 6 I notice on some typically higher-end
 7 developments, they'll use a darker-color pipe so that
 8 it blends better with the roofing. Some of the less
 9 expensive developments, that I'm aware of, use this
 10 white venting pipe that kind of stands out like a
 11 sore thumb. And I don't think you're going to use
 12 the white pipe; is that correct?
 13 THE WITNESS: I think we would need to
 14 look at our --
 15 CHAIRMAN DePINTO: I'd like for it to
 16 blend with the roof and the roof color.
 17 THE WITNESS: As you could see, we have
 18 taken a lot of --
 19 CHAIRMAN DePINTO: You've done a great
 20 job. It used to look like an army barracks until you
 21 came along.
 22 THE WITNESS: We want the rear to be
 23 tasteful.
 24 CHAIRMAN DePINTO: Tasteful.
 25 THE WITNESS: As impressive as the

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1 front.
 2 CHAIRMAN DePINTO: That's right.
 3 MR. WEBBER: Plus, it kind of sits in
 4 the rear of the 1, 2, and 9 units back up to Serrell
 5 Drive and that's kind of sensitive.
 6 CHAIRMAN DePINTO: We're sensitive to
 7 that. Again, I see it on higher-end communities. I
 8 don't quite know why, if the black pipe is more
 9 expensive than white pipe or you get a better deal on
 10 white pipe, but it's like all the cheaper communities
 11 have white venting pipe.
 12 So I'd like to see, you're using a dark
 13 roof, use a dark pipe. Good idea?
 14 Did you have anything to do with the
 15 selection of the model names or are these standards
 16 models?
 17 THE WITNESS: No, I didn't have anything
 18 to do with the selection. These are standard models
 19 of comparable townhomes throughout our company.
 20 CHAIRMAN DePINTO: I'd like to offer a
 21 suggestion, because I did not see, in any of the
 22 exhibits, the Mt. Laurel units having model names.
 23 Do they?
 24 THE WITNESS: Generally they do not have
 25 a model name.

<p style="text-align: right;">74</p> <p>1 CHAIRMAN DePINTO: You know, we take a 2 lot of pains to blend from the outside, the facades 3 of the Mt. Laurel units to the market-rate units. 4 And you said they are not distinguishable, and I 5 believe that's the case based on the renderings I'm 6 looking at. But I'd like to see it also in the 7 marketing materials. I don't want to hear just this 8 is Radford, Princeton, and then there's the units for 9 the poor people, we call it Mt. Laurel II or Mt. 10 Laurel III. Why don't we give them names? I don't 11 think that's going to cost much for the company. How 12 about that, Ms. Chesler? 13 MS. CHESLER: It's not a problem at all. 14 The others were already known, this is for the 15 purpose of identification. We're definitely open for 16 suggestions. 17 CHAIRMAN DePINTO: No suggestions, but 18 there's no shortage of model unit names. 19 THE WITNESS: Not a problem. 20 CHAIRMAN DePINTO: Calling them Mt. 21 Laurel, I, II, and III is not consistent with the 22 testimony. 23 And then finally, with respect to names, 24 while I'm on a roll, as I look at your exhibit, 25 throughout the exhibit the roadway is either referred</p>	<p style="text-align: right;">76</p> <p>1 marketing point of view, I'm not quite sure of what 2 the connection is to the Reserve to the Princeton to 3 the Radford. Typically, on higher-end communities, 4 and I'd like to think of this as being a higher-end 5 community, that there's some connection between the 6 model name and the subdivision or community name. I 7 don't know the connection between the Princeton and 8 the Reserve. Am I missing -- is that above my head? 9 MS. CHESLER: The Princeton is just what 10 the company already called that model and this might 11 have been tweaked for this community but it's 12 basically how you go into the computer, you know, 13 it's going to come out. The "Reserve at Montvale" is 14 just a name for the community that was developed -- 15 CHAIRMAN DePINTO: Which is fine. While 16 you're thinking and your marketing people are 17 thinking of names for the poor people houses, why 18 don't we come up with names that are consistent with 19 the Reserve? 20 MS. CHESLER: I'd like to see, if built, 21 call it the "Del Ben" units. 22 CHAIRMAN DePINTO: That would be really 23 nice. 24 MR. HIPOLIT: Even though it's a private 25 road, I believe council has an ordinance or procedure</p>
<p style="text-align: right;">75</p> <p>1 to as "Road A" or "Del Ben Drive." 2 Now, I remember Road A from the original 3 application, but I don't remember Del Ben Drive. 4 What is this thing going to be called? 5 MS. CHESLER: That's a good question. 6 We would like to name the community, the "Reserve." 7 We've been referring to the community up to now as 8 "Del Ben." 9 CHAIRMAN DePINTO: I'm glad we're passed 10 that. 11 MS. CHESLER: So our marketing people 12 are hopeful about the community and is starting to 13 think about how to market it and they actually have 14 committee meetings on this and the committee came up 15 with "Reserve at Montvale" because it's next to such 16 a beautiful open area. 17 So that's the name that we would like to 18 give to the community, but in respect for our seller, 19 who has stuck with this for a long time with us, we'd 20 like to name the roadway, and obviously at this point 21 it's just a suggestion, Del Ben Drive. That's all. 22 CHAIRMAN DePINTO: He has sued us on 23 more than one occasion. I find it difficult to name 24 a road after a guy who is suing me. So I have a lot 25 of difficulty with that. And, quite frankly, from a</p>	<p style="text-align: right;">77</p> <p>1 on this, they can make a recommendation to the 2 planning board and the planning board agree on a name 3 but it goes to council with the recommendation and 4 they decide. 5 MADAM SECRETARY: There's a list that 6 you have to pick -- 7 CHAIRMAN DePINTO: Those mayors are long 8 since dead. 9 MR. HIPOLIT: Not all of them. 10 MADAM SECRETARY: You have to be a dead 11 mayor to get your name on the street. 12 CHAIRMAN DePINTO: This has been a team 13 effort to get the best possible project up, something 14 that's compatible with our R-40 residential 15 neighborhood surrounding us. I'd like to see a nice 16 road name and I think one that was befitting of the 17 fine architecture that is now shown on the plans. 18 Any help you would need to get away from the dead 19 mayor list, let me know, I'll talk to the mayor and 20 council for you. 21 MR. HIPOLIT: They could give a 22 recommendation to you and the board can send a letter 23 to the mayor and council. 24 CHAIRMAN DePINTO: Okay, we could do 25 that. Thank you.</p>

78	<p>1 COUNCILWOMAN CUDEQUEST: I have one 2 question, Mr. Chairman. Look at this Slide 11, I 3 also noticed it on Slide 10 and Slide 12, there's a 4 side door there but it doesn't look like there's a 5 path leading up to that side door. 6 CHAIRMAN DePINTO: Is it just the angle? 7 COUNCILWOMAN CUDEQUEST: I don't know if 8 it's just the angle or not, but if you look at Slide 9 12 -- 10 CHAIRMAN DePINTO: I think if you look 11 at a site plan -- 12 COUNCILWOMAN CUDEQUEST: That's 10. 13 MR. VOGT: It's hidden by landscaping. 14 THE WITNESS: We intend to provide a 15 walkway to every entry door. 16 MR. PREISS: It's on the site plan. 17 CHAIRMAN DePINTO: If you look at page 18 24 on your plan and look at Buildings 1, 2, and 3, it 19 appears that they all have that sidewalk but I think 20 the landscape in the renderings hides it. Do you see 21 it, Theresa? 22 COUNCILWOMAN CUDEQUEST: I do. Was 23 this -- what is that little thing right there, is 24 that a door? 25 MR. WEBBER: Theresa, I agree with you,</p>	80	<p>1 just for the sprinkler system? 2 THE WITNESS: Correct. 3 COUNCILWOMAN CUDEQUEST: And 4 maintenance, okay. How often would somebody be going 5 into a sprinkler room? Because you have landscaping 6 and grass in front of those doors but there's no path 7 which means there's eventually going to be a path and 8 the person who is walking checking into those rooms 9 and it's going to get worn out landscaping and grass. 10 So that was my concern. 11 CHAIRMAN DePINTO: Very good. Any other 12 questions from board members? 13 Mr. Regan, you have anything? 14 MR. REGAN: No, Mr. Chairman. 15 CHAIRMAN DePINTO: Mr. Hipolit, do you 16 have anything? 17 MR. HIPOLIT: I have nothing, 18 Mr. Chairman. 19 CHAIRMAN DePINTO: Mr. Preiss, questions 20 at this time? 21 MR. PREISS: No questions, just a 22 comment. I think the renderings that we have seen 23 tonight are a result of some significant additional 24 work by the applicant and we did have some comments 25 on some of the architectural renderings, particularly</p>
79	<p>1 I don't see the bump-out with a double door as on the 2 plan. 3 COUNCILWOMAN CUDEQUEST: Yes. 4 MR. WEBBER: On #10, Slide 10. 5 COUNCILWOMAN CUDEQUEST: On Slide 10? 6 If you look at Slide 12 -- 7 MR. WEBBER: It's right here and 8 there's -- no, that's the front door. That's the 9 side door? 10 COUNCILWOMAN CUDEQUEST: The side door 11 doesn't appear to have a walkway. 12 MR. PREISS: That's a rendering. 13 MR. WEBBER: Is that the Raritan, end 14 unit Raritan? 15 THE WITNESS: Well, each of the modules 16 has both of the upper and lower home. 17 MR. WEBBER: Yes, but if you notice this 18 unit right here, this piece, it bumps out, it has a 19 roof on it. Where is that on the plan? 20 THE WITNESS: If you refer to page A-11 21 in the architectural plans, it's a mechanical room 22 for -- it's actually the sprinkler room. It's on the 23 side of each of the two buildings. 24 COUNCILWOMAN CUDEQUEST: There really 25 wouldn't be anyone going in or out of that. It's</p>	81	<p>1 focusing on the rear or the facades which face 2 Serrell Drive, the residents that live on Serrell 3 Drive, and on Upper Saddle River Road. 4 The applicant has made several 5 significant changes which I think have made those 6 views significantly better and I wanted to thank them 7 for it. 8 CHAIRMAN DePINTO: The chair will 9 entertain a motion to open the meeting to the public. 10 MR. CULHANE: So moved. 11 MR. FETTE: Second. 12 CHAIRMAN DePINTO: All in favor, aye? 13 I don't think anyone is left here. If 14 there's anyone in the hall that has any questions of 15 this witness? 16 The chair will entertain a motion to 17 close the meeting to the public. 18 MR. VOGT: So moved. 19 MR. CULHANE: Second. 20 CHAIRMAN DePINTO: All in favor? 21 Thank you. We're going to take a 22 10-minute break and then we shall be back. Your next 23 witness, Ms. Chesler? 24 MS. CHESLER: Ms. Ruskan. 25 (Whereupon, a recess is taken.)</p>

82	<p>1 CHAIRMAN DePINTO: Let's continue.</p> <p>2 Ms. Chesler, you're up.</p> <p>3 MS. CHESLER: Our next witness is</p> <p>4 Patricia Ruskan, from PS&S.</p> <p>5 P A T R I C I A R U S K A N, having been duly sworn,</p> <p>6 testifies as follows:</p> <p>7 MR. REGAN: For the record, state your</p> <p>8 full name, please, spell your last name.</p> <p>9 THE WITNESS: Patricia Ruskan.</p> <p>10 MR. REGAN: Mr. Chairman, the board is</p> <p>11 aware that Ms. Ruskan has previously been qualified</p> <p>12 and recommends that she be deemed so qualified.</p> <p>13 CHAIRMAN DePINTO: Chair accepts the</p> <p>14 recommendation of counsel.</p> <p>15 EXAMINATION BY MS. CHESLER:</p> <p>16 Q. You are a licensed engineer in the state</p> <p>17 of New Jersey?</p> <p>18 A. I am.</p> <p>19 Q. You've testified before this board?</p> <p>20 A. I have.</p> <p>21 Q. For at least a dozen hearings?</p> <p>22 A. At least.</p> <p>23 MS. CHESLER: Would the board accept Ms.</p> <p>24 Ruskan as an expert witness?</p> <p>25 MR. REGAN: We have already qualified</p>	84	<p>1 80 homes in the northeast portion of the overall</p> <p>2 property. It shows access from Upper Saddle River</p> <p>3 Road and it shows the detention basin, albeit it's</p> <p>4 hard to see, it's on the western portion of the site.</p> <p>5 Q. Could you next go to Slide #20? Slide</p> <p>6 #20 is a Colored Landscape Plan. Is that the same</p> <p>7 exhibit that you have on the board over here?</p> <p>8 A. It's just about the same exhibit. The</p> <p>9 one that is in the slide show does not have a</p> <p>10 differentiating color for the traditional townhomes.</p> <p>11 On the board that you see here, the traditional</p> <p>12 townhomes are darker shade of orange.</p> <p>13 Q. What do we see in the Colored Landscape</p> <p>14 Plan and could you confirm that that is a composite</p> <p>15 of C-11 and C-12 with the insert of C-32 in the</p> <p>16 actual site plan application submitted to the board?</p> <p>17 A. Yes, that is correct. And this plan</p> <p>18 here is basically the engineered site plan with</p> <p>19 color. It is the Landscaping Plan that's in the site</p> <p>20 plan package, it follows the Concept Site Plan that</p> <p>21 was referenced earlier in the Settlement Agreement,</p> <p>22 and this is really in the slide, at this point, for</p> <p>23 general information, we'll be talking in detail as we</p> <p>24 move forward.</p> <p>25 Again it's the 80 homes clustered on the</p>
83	<p>1 her.</p> <p>2 Q. Ms. Ruskan, I would like to confirm that</p> <p>3 you're the engineer of record for the 2010</p> <p>4 application which was for the 100-home community?</p> <p>5 A. I was.</p> <p>6 Q. Did you prepare the Concept Plan which</p> <p>7 was part of the Settlement Agreement?</p> <p>8 A. I did.</p> <p>9 Q. And are you the site engineer for the</p> <p>10 current application which is an 80-home community</p> <p>11 which the board is considering this evening?</p> <p>12 A. Yes.</p> <p>13 Q. So, when we go through the application,</p> <p>14 you're able to compare, easily, the current</p> <p>15 application with both the 2010 application and the</p> <p>16 Concept Plan?</p> <p>17 A. Yes.</p> <p>18 Q. Let's go to Slide #19, which is in the</p> <p>19 Settlement Agreement, which was Concept Plan C in the</p> <p>20 Settlement Agreement, which the board now has as</p> <p>21 Exhibit 1.</p> <p>22 Could you, very, very briefly, describe</p> <p>23 it?</p> <p>24 A. Very briefly, this is Exhibit A as</p> <p>25 referenced in the Settlement Agreement. It shows the</p>	85	<p>1 northeastern portion of the property. The</p> <p>2 traditional townhomes are on the periphery of the</p> <p>3 site, as you previously heard, backs up to Serrell</p> <p>4 Drive community as well as Upper Saddle River Road.</p> <p>5 And the detention basin is in the</p> <p>6 western portion of the development.</p> <p>7 Q. Could we go on to Slide #21, which is a</p> <p>8 Constraints Map, and it is in the application of</p> <p>9 Sheet #C-3.</p> <p>10 A. Correct. This is the Constraints Map,</p> <p>11 it's the Existing Conditions Plan C-3, as Ms. Chesler</p> <p>12 said. What we did want to show, especially the new</p> <p>13 board members, that there are significant</p> <p>14 environmental constraints on the site itself. The</p> <p>15 overall site is 45.5 acres. It's irregularly shaped</p> <p>16 and it's located in two zones, in the AH-6 zone as</p> <p>17 well as the R-40 zone.</p> <p>18 Q. Before you go any further, 'cause it's a</p> <p>19 little difficult to see, in the legend, could you</p> <p>20 show where the AH-6 zone is up on the board here?</p> <p>21 A. The AH-6 zone has a hatch to it and it</p> <p>22 basically follows the line that I'm pointing to right</p> <p>23 here (indicating.)</p> <p>24 Q. And the R-40 zone?</p> <p>25 A. R-40 is on the bottom right portion of</p>

<p style="text-align: right;">86</p> <p>1 the exhibit (indicating.) 2 The site itself, the constraints include 3 wetlands and what you see here in the bluish-green 4 color are the wetlands that have been delineated as 5 part of a Letter of Interpretation from DEP, and that 6 LOI, as we reference it, is still valid under the 7 Permit Extension Act. 8 The area surrounding that blue-green 9 color is a 50-foot wetland buffer that is associated 10 with those wetlands. And surrounding that, in dark 11 blue, is the Special Water Resource Protection Area, 12 otherwise known as the SWERPA buffer, that's a 13 300-foot buffer on either side of the unnamed 14 tributary that traverses the property. That total 15 area of the SWERPA buffer is 25.3 acres. So 25.3 of 16 the 45 and 1/2 acres is constrained within the SWERPA 17 buffer. 18 This exhibit also shows yellow areas 19 surrounding the property. Those yellow areas are the 20 required buffer and setback areas that are required 21 per the borough's zoning ordinance. 22 Q. Let me stop you there. If the R-40 23 zone, which is just -- which is part of Lot 7, that 24 looks like more than 50 feet on that setback buffer. 25 Could you explain why we have it that way?</p>	<p style="text-align: right;">88</p> <p>1 Morgan Court residents, I think Mr. Regan -- 2 MR. REGAN: That is a recorded document, 3 that is recorded. 4 MS. CHESLER: It will be recorded. The 5 way -- some aspects of it will be recorded, but the 6 way we actually get it on record is in our 7 subdivision plan, we have the 75 foot setback so it 8 becomes part of the filed map. 9 MR. REGAN: Has it been executed, 10 signed? 11 MS. CHESLER: Yes. 12 MR. REGAN: Would you have any objection 13 to providing the board with a copy? 14 MS. CHESLER: No. I think I had done so 15 already but I definitely will do it again. 16 MR. REGAN: That would be helpful. 17 Thank you. 18 CHAIRMAN DePINTO: I'm sorry, please 19 continue. 20 THE WITNESS: The next slide is Slide 21 #22 in the presentation. This is the Constraints Map 22 with the development area shown or superimposed. The 23 development area is in the northeast portion of the 24 overall tract. 25 And just by way of information, like I</p>
<p style="text-align: right;">87</p> <p>1 A. This area here is actually shown as 75 2 feet. That was shown in that manner because when we 3 get to the plan you'll see the townhome community 4 is -- backs up against that zone line between the 5 R-40 and the AH-6 zone. So a 75 foot buffer has been 6 placed on the R-40 zone. 7 Q. Just for the record, we have an 8 agreement with many of the Morgan Court homeowners, 9 which is a subdivision just south of there, that in 10 order to be protective of them, we agreed to extend 11 the setback buffer in that area, from 50 to 75 feet, 12 which as you could see, pretty much makes that area 13 incapable of being developed but it acts as an 14 additional buffer area and that was -- we have an 15 agreement with those people to the south. 16 A. So the unusually-shaped lot with the 17 split zoning and the environmental constraints does 18 limit the area of development. The only area that's 19 really left for development is the northeastern 20 portion of the tract. And again it is -- it's 21 further constrained by the steep slopes that are 22 shown in the pink or peach color. 23 We'll go to the next slide. 24 CHAIRMAN DePINTO: Excuse me one second, 25 Ms. Chesler. With respect to that agreement with</p>	<p style="text-align: right;">89</p> <p>1 said earlier, the overall tract is 45 and 1/2 acres; 2 if you take out the SWERPA buffer, which is at 25.3 3 acres, you take out the R-40 zone area that is 4 unconstrained by the SWERPA buffer, that's in this 5 area just above Morgan Court, as well as a small area 6 down right off of Summit Avenue, that's a total of 3 7 acres. 8 So you take that out of the development, 9 you also would take out the Lot 7 area that is left, 10 that appears to be unconstrained by environmental 11 buffer, that's 5.7 acres. We would take that out of 12 the area of development because you can't cross the 13 SWERPA buffer to get to that area of the site. You 14 take out the setbacks and buffer areas, that are 15 located on what would be considered Lots 1 and 4, you 16 take out the proposed right of way, of 0.2 acres, 17 that leaves us with 7.3 of the 45 acres that can be 18 developed, and those 7.3 acres are further 19 constrained by the 15 percent or greater slopes. 20 The next slide is Slide #3, which is the 21 Subdivision Plat. What we did do is take the 22 Subdivision Plat that's in the application, and we 23 color-coded it for ease of review showing the lots 24 before subdivision and after subdivision. 25 On the left-hand side is the before</p>

<p style="text-align: right;">90</p> <p>1 subdivision plan, and there are currently three lots. 2 We have Lot #1 in Block 304; that's on the western 3 side of the overall property; that lot is actually a 4 nonconforming lot because it does not have frontage 5 on a street or a road. 6 Lot #4 in Block 302 is partially in the 7 AH-6 zone, that's in the yellow color, and partially 8 in the R-40 zone. And existing Lot 7, in Block 1002, 9 has frontage on Summit Avenue and that also is in 10 both the AH-6 and the R-40 zone. 11 What we're proposing to do with the 12 subdivision is similar to the 2010 subdivision. 13 We're proposing to take all of the R-40 zone, zone 14 R-40 that's located in Lot 4, and annex it to or add 15 it to Lot #7. We're also proposing to take and 16 combine Lots 1 and 4 into a single lot, as proposed 17 Lot #1, all located in the AH-6 zone. 18 Lastly, a small portion of Lot 7, 1.425 19 acres, is proposed to be added into proposed Lot 1 20 and that was done originally when the 100-home 21 community was part of the overall project. We needed 22 that acreage in order to compensate for the loss of 23 the 3.498 acres that was in Lot 4 and now will be in 24 Lot #7. 25 MR. REGAN: Ms. Ruskan, the</p>	<p style="text-align: right;">92</p> <p>1 In comparison, you already heard some of 2 these things, so I apologize if it's repetitive, but 3 you can look at it side by side on the board or in 4 your package. 5 The total number of units has been 6 reduced, from 100 to 80. 20 traditional townhomes, 7 as you've heard, are now in the 2013 plan, 60 stacked 8 townhomes, which include the six low/moderate income 9 homes or the Mt. Laurel homes. All buildings facing 10 Serrell Drive and Upper Saddle River Road were 11 changed from the stacked townhome to the traditional 12 side-by-side townhome. And the Mt. Laurel homes, 13 which used to be in several buildings, you can see it 14 in the slide, in the original plan we had some homes 15 in Building 1, Building 2, Building 3 and Building 9, 16 and now they are located in Buildings 7 and 8. The 17 density previously was 5.93 units per acre; with this 18 plan, with the 80-unit plan, it's 4.74 units per 19 acre. 20 You heard about the depth of the units 21 along Serrell Drive and along Upper Saddle River Road 22 for the traditional townhomes. They were reduced, 23 from 64 feet 10 inches to 54 feet. Plus, there's a 24 reduction in the driveway width for those buildings. 25 They used to be 30 foot for the driveway, now</p>
<p style="text-align: right;">91</p> <p>1 configurations are similar or the same as the first 2 application? 3 MS. CHESLER: It's exact. 4 THE WITNESS: Yes, it's exactly the 5 same, we have not changed it. 6 MR. REGAN: Thank you. 7 THE WITNESS: So overall, new Lot #1, 8 and these lot numbers were actually provided to us by 9 the tax assessor as part of the prior application, 10 Lot #1 will be 16.87 acres, all in the AH-6 zone, and 11 new Lot #7, 28.404 acres in the split zone. 12 With respect to the subdivision itself, 13 it meets the criteria of subdivision, a minimum tract 14 size of 5 acres, minimum tract width of 200 feet, as 15 well as frontage on public street. 16 The next slide in the package is Slide 17 #24, and what this slide is, what we tried to do is 18 compare the site plan from 2010 to the site plan in 19 2013. 20 Some of you will recall that there were 21 some modifications between the original application 22 in 2009 and the 2010 application. For the purpose of 23 this comparison, we're using the last plan that was 24 presented to the board and that was the plan from 25 November 2010.</p>	<p style="text-align: right;">93</p> <p>1 proposed at 25 feet. That allows the development to 2 be pushed back from those property lines, 3 approximately 18 feet on average. While we still 4 maintain the looped road in its original 5 configuration and location. 6 In addition to shifting those buildings 7 back 18 feet, that also allowed us, by virtue of 8 changing from the stacked townhome to the walkout 9 traditional townhome, allowed us to shift the 10 retaining wall, that used to be all along Buildings 11 1, 2, and 9, and wrap around the sides, to a much 12 smaller, shorter wall just at the corner of Building 13 #1. 14 Overall, the height of that retaining 15 wall was reduced, from 14 feet, plus a fence of 4 16 feet, to 4 and 1/2 feet plus the fence. 17 Also included are parking modifications, 18 and those overall parking modifications were to the 19 surface parking. If we look, in 2010, we had some 20 parking, five spaces tucked in between Buildings 2 21 and 9. Those spaces have been removed to accommodate 22 the traditional townhomes with the wider driveway. 23 Also, the parking just west of Buildings 24 5 and 7 has been removed and those buildings 25 themselves have been shifted or widened to</p>

<p style="text-align: right;">94</p> <p>1 accommodate additional units in the building. So we 2 no longer have parking just to the west of Building 5 3 and 7; and that was 22 parking stalls. 4 Three parking stalls in between 5 Buildings 3 and 4 were removed, again because the 6 traditional townhomes have the wider driveways. And 7 there was a slight modification to the ADA parking; 8 it used to be in between Buildings 7 and 8 and has 9 been shifted to the east side of Building 8. 10 Overall, the total number of parking 11 stalls on the surface were reduced, from 87 spaces to 12 56 spaces. However, the number of garage and 13 driveway spaces remain the same as a total of 176. 14 That's because even though there are 15 fewer homes, there are two-car garages in those 20 16 traditional townhomes, which allows us to provide a 17 parking ratio higher in the 2013 plan compared with 18 the 2010. So the parking ratio, in 2010, was 2.63 19 spaces per unit, and in the 2013 plan, it is 2.9 20 spaces per unit. 21 And as a side note, when we did the 22 calculation for comparison of garage and driveway 23 spaces, we only counted one driveway space for the 24 traditional townhomes, whereas, typically RSIS allows 25 you to count 1.5 spaces. So, in essence, if you have</p>	<p style="text-align: right;">96</p> <p>1 that provides an additional dimension and buffer from 2 those property lines. 3 Again, these homes were moved back 4 approximately 18 feet. 5 This plan also shows the 24 foot 6 widening along Upper Saddle River Road that's 7 proposed as part of the project in and along the 8 frontage of the property. 9 BY MS. CHESLER: 10 Q. Do you know if there will be any offsite 11 improvements off of Saddle River Road? 12 A. Yes, in addition to the 24 foot 13 widening, what's also included is a two-inch pavement 14 overlay from the western corner of the property to 15 and including the cul-de-sac on Upper Saddle River 16 Road, as well as a monetary contribution to the 17 borough, from K. Hovnanian, for upgrading Upper 18 Saddle River Road from the eastern property line to 19 Spring Valley Road. 20 Q. The board was very concerned about how 21 the proposed homes back up on Serrell Drive would 22 appear to the homeowners in the adjacent 23 neighborhood. 24 You have prepared cross-sections to show 25 the difference in the 2013 plan and 2010 plan. Can</p>
<p style="text-align: right;">95</p> <p>1 a smaller car, you can actually fit two cars in that 2 driveway, but we have only counted for one. 3 We also modified the location of the 4 refuse areas. In 2010, there were two locations, one 5 adjacent to the tot lot and two Dumpster areas just 6 to the west of Building #10. We have consolidated 7 that area to a single area adjacent to the fire pump 8 building and also provided a little bit more area for 9 access to those Dumpsters and recycling bins. 10 Go to the next slide. 11 The next slide is Slide #25, which 12 really is just the 2010 Site Modification Plan 13 enlarged so it's a little bit easier to read in your 14 packet. 15 Slide #26 is similarly the site 16 modification slide that we saw in the comparison, 17 just a larger scale conversation. 18 Slide #27 is what we call Site Plan 19 Overlay. This just reinforces the shift in the 20 buildings from the 2010 to the 2013 plan. What you 21 see in black, although it's a bit washed out on the 22 slide, easier to read in your packet, in black is the 23 2010 design and in red is the 2013 design. What you 24 see in yellow, in and around the traditional 25 townhomes is how far the buildings were shifted, so</p>	<p style="text-align: right;">97</p> <p>1 you move forward and review those? 2 A. Sure. Slide #28 shows the cross-section 3 locations in plan view. You previously saw the 2010 4 Cross-Section Plan; this is the Landscaping Plan that 5 was part of the package in 2010. In red are the 6 locations where we took the cross-sections. So what 7 we wanted to do is compare that to the 2013 plan 8 except that you'll be able to see what changed in 9 cross-section. 10 So the next slide, Slide #29, are 11 Cross-Sections 1 and 2. Cross-Section 1 is through 12 Building #1, and Cross-Section 2 is through Building 13 #2. 14 Basically what the cross-sections show 15 is that the homes won't be as visible, because 16 they'll be further away, again the 18 feet that we 17 just talked about, and also the height, the height is 18 affected by two factors, the starting elevation or 19 the grade, as well as the height of the building from 20 the ground floor to the roof. 21 While the actual height, when you 22 compare the stacked townhome to the traditional 23 townhome, is approximately the same, the height from 24 the finished floor to the roofline, the first exposed 25 floor on the traditional townhomes starts off at a</p>

<p style="text-align: right;">98</p> <p>1 much lower elevation, approximately 8 feet lower on 2 average. 3 So what that does, it allows the removal 4 of the retaining wall that you saw on the prior 5 slide, behind Buildings 2 and 9, and a reduction in 6 height, 10 foot reduction in height, to the retaining 7 wall behind Building #1. 8 So if we look at the Section #1, again 9 through Building #1, in 2010, the retaining wall was 10 50.5 feet from the property line. In the 2013 plan, 11 it shifted over and is now 62 feet from the property 12 line. The wall was reduced in height, from 14 feet 13 to 4 and 1/2 feet; again both of those heights would 14 have a 4-foot fence on top of them; and the building 15 itself shifted, from 69 and 1/2 feet from the 16 property line, to 87 and 1/2 feet in 2013. 17 Moving on to Section #2, a little bit 18 hard to read on the screen, but the retaining wall 19 again was set at 50.5 feet from 2010 and there's no 20 retaining wall in the 2013 plan. You can see that by 21 using the elevation of the building and the walkout 22 itself, we're able to remove that wall in its 23 entirety behind Building #2. And the building itself 24 shifted from 68 and 1/2 feet, from the property line, 25 in 2010, to 87 and 1/2 feet in 2013.</p>	<p style="text-align: right;">100</p> <p>1 we're proposing in 2013. 2 The next plan up is a comparison of 3 the -- 4 BY MS. CHESLER: 5 Q. Is that Slide #31? 6 A. Yes, it's a composite of C-5 and C-6 in 7 the plan. It's the site plan and what we did is 8 color coded it and have a legend to show where the 9 variance is from 2010 to 2013. This was done as a 10 comparison side-by-side. The difference is that 11 we'll be going through a different slide to see the 12 actual variance, so you can see more of it at a 13 larger scale, but in 2010, we had requested a 14 variance for front yard setback from Upper Saddle 15 River Road to the patios that were backing up to 16 Upper Saddle River Road, the stacked townhomes. And 17 several of the variances changed in height. The 18 retaining wall height changed slightly, as well as 19 the setback from the internal road. In 2010, we had 20 a setback from a parking area, and, in 2013, we have 21 the setback from the building to the internal road, 22 which we'll get to. 23 The next slide is just a larger scale 24 version -- 25 Q. The next slide is #32?</p>
<p style="text-align: right;">99</p> <p>1 Moving on to Sections 3 and 4, if you 2 went back to your plan view you would see that 3 Section 3 is through Building #9, the southern-most 4 building along Serrell Drive. The retaining wall, in 5 2010, was at 50 and 1/2 feet from the property line, 6 and similar to Building #2, Building #9, there's no 7 retaining wall along the back of Building #9 and the 8 building shifted from 68 and 1/2 feet from the 9 property line, in 2010, to 88 feet in 2013. 10 So as you can see, by reducing the 11 height or the starting elevation of the home, as well 12 as shifting it back, we're able to reduce what the 13 building looks like from the homes on Serrell Drive. 14 MR. VOGT: Might I ask a question on 15 this, Mr. Chairman, just quickly? It has to do with 16 the wall, since we have this thing up. 17 CHAIRMAN DePINTO: Go ahead. 18 MR. VOGT: This part here is an existing 19 wall, is it not? 20 THE WITNESS: That's correct. 21 MR. VOGT: Okay, thank you. 22 THE WITNESS: On Section #4, which is 23 the section through Building #11, to the homes that 24 back up on Morgan Court, there were no changes 25 proposed at all, so what was proposed in 2010 is what</p>	<p style="text-align: right;">101</p> <p>1 A. 32. It's a larger-scale version. 2 Showing the 2010 site plan with the variances. This 3 is for informational purposes. 4 The next slide is Slide #33, and this is 5 the Variance Plan 2013. 6 So what I wanted to do is go through the 7 locations of the variances, but you'll hear more 8 about that from Mr. Bernard as he talks about the 9 variances with his planning testimony. I wanted to 10 show you where these variances are. 11 First variance we're going to talk about 12 is the 75 foot combined rear yard setback and buffer. 13 That is located behind Buildings #10 and 11 on the 14 southern property line that will separate proposed 15 Lot 1 from proposed Lot 7. It's also the zone 16 boundary. 17 This is consistent with the 2010 plan, 18 we did not move Buildings #10 and 11, and also the 19 setback itself has remained the same as Ms. Chesler 20 described what we're doing here in this area. By 21 agreement with the property owner, there would be an 22 additional 75 foot setback and buffer in the R-40 23 zone to provide additional buffering on and behind 24 those buildings. 25 The second variance is the number of</p>

<p style="text-align: right;">102</p> <p>1 units per building. In your ordinance you allow 2 maximum 8 units per building. We're proposing 10 3 units in Building #5, on the western side of the 4 development, as well as Buildings 10 and 11, 10 units 5 there, and 11 units provided in Buildings 7 and 8 and 6 that is due to the fact that there are three Mt. 7 Laurel units proposed in each of those buildings, 8 each taking up what was called a "module" by the 9 architect. Basically, instead of two stacked 10 products, you get three Mt. Laurel homes in those 11 modules.</p> <p>12 The third variance is for retaining wall 13 height or fence height. The walls themselves, that 14 we're requesting a variance, is for Wall #1, right 15 behind Building #1; that maximum height of the wall 16 is 4 and 1/2 feet with a 4-foot fence.</p> <p>17 Wall #2 is just to the east of Building 18 #6 and that wall is only 2.4 feet high but once you 19 add your 4-foot fence to it, it's now above the 20 maximum height of 4 feet. So we need a variance for 21 that short, little wall.</p> <p>22 Wall #3, just on the west of Buildings 23 #5 and 7, is 6.7 feet with a 4-foot fence. That's 24 slightly higher than the wall from 2010, but that's 25 because we shifted that wall closer to the roadway.</p>	<p style="text-align: right;">104</p> <p>1 looking at the variance plan, in the legend where it 2 says C-1, C-2, C-3, C-4, the number refers to the 3 retaining wall that Ms. Ruskan is talking about, so 4 that's how you could identify it on the plan.</p> <p>5 THE WITNESS: Thank you.</p> <p>6 Another variance that has been requested 7 is the 75 foot combined side yard setback and buffer, 8 and that is located on the western portion of the 9 development. That buffer -- encroachment into the 10 buffer and setback is for the detention basin and 11 grading for the proposed roadway and parking area and 12 for the fire access lane that's just to the west of 13 Building #3.</p> <p>14 A variance has been requested for the 30 15 foot frontyard setback from the internal streets. 16 When we moved Buildings 1, 2, and 9, as well as 17 Buildings 3 and 4, further away from the property 18 line, we reduced the driveway depth, from 30 feet to 19 25 feet. A variance is requested for that. As well 20 as a variance for Building #5, the western-most unit, 21 because of the way the roadway has been configured. 22 And by adding an additional unit into Building #5, 23 that driveway right at the corner is only 28 and 1/2 24 feet, so we request a variance for that.</p> <p>25 Similarly on Building #7, with the</p>
<p style="text-align: right;">103</p> <p>1 Previously we had a little bit more room and that was 2 right by the parking area that I showed you was 3 eliminated.</p> <p>4 Wall #4 is to the western side of the 5 development and that is just to the west of the 6 parking area. That's 7 feet high with a 4-foot fence 7 and that wall is the same as the -- wall height is 8 the same as 2010.</p> <p>9 The last retaining wall is Wall #5, and 10 that is just to the west and south of the fire pump 11 building and the refuse area. That's 7 and 1/2 feet 12 with a 4-foot fence. Again that's the maximum 13 height. The whole wall is not 7 and 1/2 feet, the 14 whole wall is not 4 and 1/2 feet, but that's at the 15 maximum height of the wall.</p> <p>16 Also requested is a variance for the 8 17 foot high refuse enclosure that will surround the 18 Dumpster areas.</p> <p>19 And lastly, you may remember -- you may 20 have seen in the rendering, the privacy fence or the 21 screen in the rear of each of the homes. That 22 privacy fence is 6 feet high, so we would request a 23 variance for that as well.</p> <p>24 MS. CHESLER: I don't want to interrupt 25 you, but just for point of clarification, if you're</p>	<p style="text-align: right;">105</p> <p>1 radius of the road, and the fact that now there are 2 11 units in this building, that dimension of the 3 driveway is 27.8 feet.</p> <p>4 We're requesting a variance for number 5 of stories per building. You heard earlier that the 6 stacked townhome buildings are three stories and the 7 traditional townhomes would be three stories because 8 they have the option to finish the basement.</p> <p>9 Lastly, we're requesting a variance for 10 construction on slopes in excess of 15 percent. You 11 saw the Constraints Plan, you saw where there are 12 numerous areas of 15 percent or greater slopes. In 13 order for us to develop this particular dwelling in a 14 northeast corner, we do need to encroach on the 15 slopes in that area of the site.</p> <p>16 Slide #34 is the same as Slide #20. 17 That's the Colored Landscape Plan. I wanted to bring 18 this back so that we can talk now about the 2013 site 19 plan.</p> <p>20 As you know, again, there's 80 units, 21 residential units, located on the 45 and 1/2 acre 22 site. Again there's two building types; it's 23 traditional townhomes/stacked townhomes. All 24 together, 11 buildings, the same number of buildings 25 as the prior application. The traditional townhomes</p>

<p style="text-align: right;">106</p> <p>1 have four units per building and the stacked 2 townhomes have either 8, 10 or 11 units per building. 3 Six of those units again will be Mt. Laurel units, 4 located in Buildings 7 and 8, three units each, in 5 each of those buildings. 6 Access to the development is from Upper 7 Saddle River Road with the emergency fire lane to the 8 west of Building #3. 9 The development is served by a 24 foot 10 wide looped road. It loops around the development, 11 it gives access to all the driveways. That would be 12 a private road. Again, 56 parking spaces on the 13 surface and the garage and parking is 176 total 14 spaces. 15 The detention basin in the western 16 portion of the development remains the same size, 17 shape, depth, function, as the 2010 plan. The 10 18 foot wide berm that surrounds the detention basin is 19 just a grass berm. It can actually serve as a 20 walking trail for the community, for those who want 21 to walk out in that area of the site. 22 The tot lot is adjacent to Buildings 9 23 and 11, and the fire pump building and refuse area, 24 in the southwestern portion of the development. And 25 that was moved away from the rev -- the refuse area</p>	<p style="text-align: right;">108</p> <p>1 with the exception of the variances that are already 2 described, you can see how the different zoning 3 constraints and requirements have been met, such as 4 the tract size, the density, the building setbacks, 5 the distance between the buildings, the impervious 6 coverage, the building coverage, open space, building 7 height, building length, and parking. The site has 8 been designed in accordance with the Residential Site 9 Improvement Standards in New Jersey, what we call as 10 "RSIS"; it conforms to the standards. 11 This plan shows a cobblestone paver at 12 the entrance drive from Upper Saddle River Road. 13 There was a comment, in Mr. Hipolit's letter, 14 describing a small portion of this cobblestone paver 15 system is located in the public right of way. The 16 applicant has indicated that they would maintain that 17 small area of pavers that are in the right of way, 18 however, after thinking about it a little bit more, 19 it might make more sense to just have a painted 20 crosswalk at that location rather than a paver 21 crosswalk. But we can work out that deal -- those 22 details with the borough engineer. 23 Slide #37 is from Sheet C-7/C-8 of your 24 site plan. What we did, we just tried to color code 25 the actual Grading Plan to show how everything that's</p>
<p style="text-align: right;">107</p> <p>1 was moved away from the tot lot and we have created a 2 centrally-located refuse area. 3 This plan maintains the existing trees 4 and buffers to the extent practicable. We have 5 incorporated additional landscaping within the buffer 6 areas surrounding the development. There's 7 landscaping throughout the development. Foundation 8 plantings as well as ornamental trees, evergreen 9 plantings, shrubs, and the overall Landscaping Plan 10 hasn't changed significantly from 2010, but the 11 plantings have moved because there are different 12 types of buildings with different drawings. 13 The next slide, Slide #35, is just a 14 quick representation to show you what the comparison 15 of the Landscaping Plan in 2010 and 2013 are. The 16 buffers are essentially the same and you can see that 17 there has been some change because of the type of 18 building. 19 Slide #36 is the site plan that's in 20 your package and we took the zoning chart and put it 21 next to the site plan. The zoning chart is from the 22 cover sheet of the site plan set, C-1, and the site 23 plan is Sheet C-5 and C-6 of the set. 24 We basically talked about the site plan. 25 What you can see with the zoning schedule, is that</p>	<p style="text-align: right;">109</p> <p>1 in the dark blue color is the drainage area of the 2 developed site that's going to go and drain into the 3 detention basin. There's a small area right behind 4 Buildings 1, 2, and 9, that would be the lawn area in 5 the back of those buildings, and we're proposing to 6 drain to a French drain system that goes to a seepage 7 pit on the northeastern corner of the site. 8 The Stormwater Management Plan, that was 9 submitted as part of the 2010 application, remains 10 unchanged; there are no changes. The only thing that 11 we have done, we submitted with the application, were 12 storm sewer calculations that were modified to 13 accommodate the shift of the buildings and the 14 reconfiguration of some of the driveway areas. Some 15 of the locations of the storm sewers have been 16 modified, so we wanted to provide updated 17 calculations to show that. And the storm sewer 18 modifications are just to the conveyance system and 19 there were no changes to the overall Stormwater 20 Management Plan that was proposed with the 2010 21 application. 22 Slide #38 is a composite of Sheet C-9 23 and C-10, which is the Utility Plan. What we did is 24 we wanted to break out the storm sewer layer, if you 25 will, and show it in the blue color and that is</p>

<p style="text-align: right;">110</p> <p>1 throughout the development. What this basically 2 shows is the system, how it's situated and how all of 3 this storm sewer drains into the detention basin. 4 Next slide is Slide 39, which is the 5 sanitary sewer composite of it. Again this is also 6 the sanitary sewer layout that is included on Utility 7 Plan C-9 and C-10 of the site plan package. This 8 shows how the sanitary sewer is laid out within the 9 development and connects to the existing 8-inch sewer 10 that is located in Upper Saddle River Road. 11 Slide #40 is the Fire Water System plan 12 with the private fire loop shown in red. It shows 13 also the fire loop coming into and out of the fire 14 pump building and looping around the development with 15 the fire service for each of the individual buildings 16 going into the sprinkler rooms. 17 The next slide is a composite, this is 18 Slide #41, it's a composite of C-9 and C-10 and also 19 is information that we obtained from United Water for 20 the existing water system throughout this area of the 21 community. It depicts how, by providing the two 22 connections to the main in Upper Saddle River Road, 23 that we have provided a loop system through the 24 development. 25 BY MS. CHESLER:</p>	<p style="text-align: right;">112</p> <p>1 Q. Go to Slide 42, please. 2 A. Slide 42 is the Water System 3 Alternative. This is actually C-51 in the drawing 4 set, that additional information that was provided by 5 United Water. 6 What this does show is an alternate 7 looped connection. In lieu of the looped connection 8 and two connections remaining in Upper Saddle River 9 Road, we have one connection to the main in Upper 10 Saddle River Road, serving the development, as well 11 as a connection from the looped system in the 12 development to the Morgan Court main, that exists 13 today, through an existing easement that is on the 14 neighboring property. 15 Q. I just want to stop you there. You said 16 an existing easement; is it an existing water 17 easement? 18 A. It's an existing utility easement that 19 benefits Rockland Electric, 25 feet wide. 20 Q. So you have looked at and you've seen 21 the actual document which creates the easement which 22 is only to Rockland Electric? 23 A. Correct. 24 CHAIRMAN DePINTO: Excuse me. Ms. 25 Ruskan, did you only recently become aware of that</p>
<p style="text-align: right;">111</p> <p>1 Q. Could you review what would happen if a 2 main breaks in various locations as shown in this 3 proposed water system? 4 A. Sure. We're going to refer to what 5 happens to the development if there's a main break 6 somewhere else. If there's a main break in Serrell 7 Drive, in the western loop of Serrell Drive, we still 8 provide water to Upper Saddle River Road through the 9 connection into the development. If there's a break 10 in between Morgan Court and the Serrell Drive 11 community, still have water coming from Upper Saddle 12 River. If there's a break in the main, right through 13 the main entrance, still have water coming from and 14 around circulating the development. 15 Q. In your opinion, does this show water 16 coming from different directions? 17 A. It does. 18 Q. Because? 19 A. Because we have water coming from two 20 different directions through the Serrell Drive 21 community as well as the Upper Saddle River Road 22 main. 23 Q. So, in your opinion, the system as 24 proposed today is RSIS compliant? 25 A. Yes.</p>	<p style="text-align: right;">113</p> <p>1 easement? I don't recall that on the original 2 application. 3 MS. CHESLER: I think maybe I could 4 answer that, I've done the research for it. 5 The research I did is as follows: In 6 the Morgan Court subdivision, there's a 25 foot 7 utility easement, and that's all it says, it doesn't 8 say to whom and it doesn't give anymore information. 9 We weren't able to get any record from 10 the planning board -- 11 MR. REGAN: Was it just shown on the 12 map? 13 MS. CHESLER: On the Subdivision Plat, 14 it's shown on the filed Subdivision Plat. I tried to 15 do some research, and I couldn't find anything from 16 the planning board. I did a deed search and there's 17 an actual deed from the developer of Morgan Court to 18 Rockland Electric. And it's just for gas and 19 electric service. 20 Since that time, I have spoken to the 21 homeowner and he's agreed in concept, you know, to 22 let that easement be used for water. I've spoken to 23 United Water and it was their suggestion as an 24 alternative, and I've spoken to Rockland Electric and 25 they seem to be receptive to sharing their easement</p>

<p style="text-align: right;">114</p> <p>1 as well.</p> <p>2 So we have made progress in trying to</p> <p>3 bring this to fruition, but it's not inked out. So</p> <p>4 we'd like to work with the borough in making this</p> <p>5 happen and I'm fairly optimistic it will, but we</p> <p>6 don't control Rockland Electric and we don't control</p> <p>7 the property owner. I'm not worried about United</p> <p>8 Water.</p> <p>9 So we'd like to have this as a preferred</p> <p>10 alternative but not really make it a condition,</p> <p>11 because if we can't do it, we can't do it. But we</p> <p>12 researched and we're bringing it to the board and the</p> <p>13 board's determination as something that would address</p> <p>14 an interest of the town, but we need to work with you</p> <p>15 because we're not 100 percent there yet.</p> <p>16 CHAIRMAN DePINTO: I understand. But I</p> <p>17 would presume, Mr. Hipolit, that this plan for</p> <p>18 looping of the water system is more consistent with</p> <p>19 what the fire department was looking for when we</p> <p>20 heard the original application; would you agree with</p> <p>21 that?</p> <p>22 MR. HIPOLIT: Correct.</p> <p>23 CHAIRMAN DePINTO: Versus the first</p> <p>24 plan, which I think was very creative, the looping</p> <p>25 approach, but this seems to resemble closer to what</p>	<p style="text-align: right;">116</p> <p>1 be the first one that you've shown.</p> <p>2 MS. CHESLER: That's fine.</p> <p>3 CHAIRMAN DePINTO: Let's reverse the</p> <p>4 order on that and let's incorporate that into a</p> <p>5 resolution of approval.</p> <p>6 MS. CHESLER: And I give my word to stay</p> <p>7 in touch with the representatives as we work through</p> <p>8 it.</p> <p>9 CHAIRMAN DePINTO: Right.</p> <p>10 MS. CHESLER: So the borough would be</p> <p>11 very much in the loop. We're going to try to make</p> <p>12 this happen. We have done a -- we have spent a lot</p> <p>13 of time on it.</p> <p>14 CHAIRMAN DePINTO: I find this very</p> <p>15 interesting because I think we could of eliminated</p> <p>16 probably about six of the 38 meetings that we had the</p> <p>17 first time around had we known about that easement.</p> <p>18 MS. CHESLER: Let me tell you, this was</p> <p>19 not easy tracking down, we spent a lot of time to try</p> <p>20 to get this far on it.</p> <p>21 CHAIRMAN DePINTO: You're only on the</p> <p>22 this deal for 10 years.</p> <p>23 MS. CHESLER: Not me.</p> <p>24 CHAIRMAN DePINTO: You're just getting</p> <p>25 warmed up.</p>
<p style="text-align: right;">115</p> <p>1 they wanted back then.</p> <p>2 MR. HIPOLIT: This would pretty much</p> <p>3 solve their issue.</p> <p>4 CHAIRMAN DePINTO: From your point of</p> <p>5 view, this would be the preferred method of looping</p> <p>6 the system?</p> <p>7 MR. HIPOLIT: Correct, this would be the</p> <p>8 preferred method. I agree with Ms. Ruskan that the</p> <p>9 first plan, as looped system, it would be the basic</p> <p>10 RSIS but this would be both RSI and our fire</p> <p>11 department.</p> <p>12 CHAIRMAN DePINTO: Ms. Chesler, what do</p> <p>13 you need from the borough for implementation of what</p> <p>14 you're referring to as the "alternate" plan?</p> <p>15 MS. CHESLER: I don't really need</p> <p>16 anything from the borough now, but I'd like to sort</p> <p>17 of stay in touch. We have come pretty far, it's just</p> <p>18 that I don't have it signed. What I don't want is</p> <p>19 for this to be conditioned upon being able to do</p> <p>20 this, because if we can't do it, you know, we</p> <p>21 can't --</p> <p>22 CHAIRMAN DePINTO: I see. I'd like to</p> <p>23 reverse the order though. Because if this is the</p> <p>24 preference of our fire department and our engineer,</p> <p>25 let this be the "standard" and the "alternate" plan</p>	<p style="text-align: right;">117</p> <p>1 MS. CHESLER: I'm the fifth attorney on</p> <p>2 this.</p> <p>3 CHAIRMAN DePINTO: I'm sorry, please</p> <p>4 continue.</p> <p>5 THE WITNESS: The next slide is Slide</p> <p>6 43, which is the model building. This is Sheet C-39</p> <p>7 in the set. We want to just point out that, as part</p> <p>8 of the development, K. Hovnanian would build two</p> <p>9 model homes, Building 4, which is the traditional</p> <p>10 townhome building, that's proposed to be the model</p> <p>11 building area, as well as Building #6, that's the</p> <p>12 stacked townhome building, and within the footprint</p> <p>13 of Building #1 is the proposed sales trailer. Also</p> <p>14 proposed is a temporary community identification sign</p> <p>15 to be located near the property line.</p> <p>16 Slide #44 is for informational purposes.</p> <p>17 This is the Grading Plan; "Composite" is</p> <p>18 what we have labeled it. It depicts the grading</p> <p>19 within the development so that one can see how and</p> <p>20 where the high point of development is in the</p> <p>21 southeast corner of the roadway. It drains down to a</p> <p>22 low point on the western side of the development, and</p> <p>23 the area surrounding. You can get an idea of the</p> <p>24 grades within Upper Saddle River Road, there's a high</p> <p>25 point near the western corner of the property and it</p>

<p style="text-align: right;">118</p> <p>1 drains in either direction.</p> <p>2 I also wanted to note, you saw the</p> <p>3 exhibit that showed the storm sewers, that all of the</p> <p>4 runoff from the roadways is going back into the</p> <p>5 detention basin.</p> <p>6 The last slide is Slide #45, and this is</p> <p>7 the cut-and-fill analysis. This is Sheet C-7 and 8</p> <p>8 as well as the in -- the cut-and-fill analysis is</p> <p>9 part of the soil moving application which was part</p> <p>10 of -- which was submitted as part of this overall</p> <p>11 application.</p> <p>12 This exhibit shows and depicts the cuts</p> <p>13 and fills required. If you see, the legend shows</p> <p>14 different colors.</p> <p>15 The browns are depicting the areas of</p> <p>16 cut. The green depicts the area of fill. And the</p> <p>17 lighter -- going from a lighter range to a darker</p> <p>18 range, the lighter range means shallower cuts or</p> <p>19 fills and the darker meaning deeper cuts or fills.</p> <p>20 You can see that the deepest cuts are in the knoll</p> <p>21 area of the site. Darker area here is depicting the</p> <p>22 basements that need to be excavated to create those</p> <p>23 buildings.</p> <p>24 Also, on the periphery are some fill</p> <p>25 areas in green, as well as the bulk of the detention</p>	<p style="text-align: right;">120</p> <p>1 It's important to note that this area</p> <p>2 isn't cut in the center of the site. If we were to</p> <p>3 raise this site up any higher, what that would do, we</p> <p>4 would need to then fill the periphery or the</p> <p>5 outermost portions of the site. In order to</p> <p>6 accommodate that, we would need more retaining walls</p> <p>7 and higher retaining walls in order to achieve that.</p> <p>8 That's something I just wanted to point out.</p> <p>9 And that is it on the presentation of</p> <p>10 the overall plans. You have your packet in front of</p> <p>11 you. If you have any questions, I'd be happy to</p> <p>12 answer them.</p> <p>13 CHAIRMAN DePINTO: Thank you.</p> <p>14 Ms. Chesler, anything else for this witness?</p> <p>15 MS. CHESLER: No. Actually I do have a</p> <p>16 question. Do you have anymore questions for the</p> <p>17 architect?</p> <p>18 CHAIRMAN DePINTO: I don't believe so.</p> <p>19 I'm going to ask Mr. Preiss, do you have any other</p> <p>20 questions for the architect?</p> <p>21 MR. PREISS: No, I do not.</p> <p>22 CHAIRMAN DePINTO: Mr. Hipolit?</p> <p>23 MR. HIPOLIT: I do not.</p> <p>24 CHAIRMAN DePINTO: Mr. Regan?</p> <p>25 MR. REGAN: No.</p>
<p style="text-align: right;">119</p> <p>1 basin, even though it's in the lowest elevation of</p> <p>2 the site, we do need to fill that area to create the</p> <p>3 basin -- the functioning basin as well as the berms</p> <p>4 associated with the basin.</p> <p>5 As part of the soil moving application</p> <p>6 we prepared the global cut-and-fill calculations</p> <p>7 using the average end area method. That's a</p> <p>8 cross-sectional method that is based upon existing</p> <p>9 contours and proposed contours and we deduct for</p> <p>10 building slab, we deduct the pavement, the subsurface</p> <p>11 retention areas, as well as the basements for the</p> <p>12 traditional townhomes. Those cross-sections were</p> <p>13 shown as Sheet #'s C-35 to C-38 in the set. Overall,</p> <p>14 the way that the borough calculates soil moving is</p> <p>15 any soil that's moved on the site itself. So any</p> <p>16 Cudequest or fill on the site goes into the total</p> <p>17 number. The total number or value of soil to be</p> <p>18 removed -- excuse me, moved on the site, is 48,309</p> <p>19 cubic yards. Of that, 37,488 cubic yards are cut,</p> <p>20 10,861 cubic yards are fill. That's the movement on</p> <p>21 the site. 26,587 cubic yards of the overall moved</p> <p>22 soil needs to be exported from the site. So that</p> <p>23 21,792 cubic yards remain on the site and that</p> <p>24 equates to about 45 percent of the soil moved remains</p> <p>25 on the site.</p>	<p style="text-align: right;">121</p> <p>1 CHAIRMAN DePINTO: How about board</p> <p>2 members, anyone else have a question?</p> <p>3 MS. CHESLER: Mr. Lipanovski said he's</p> <p>4 willing to stay, because I see him nodding, but I</p> <p>5 know he has a long trip home.</p> <p>6 CHAIRMAN DePINTO: Thank you for your</p> <p>7 presentation.</p> <p>8 Before I open it up for board members'</p> <p>9 questions, I think what we're going to do is mark</p> <p>10 into evidence, Exhibit B-1, which is a letter, from</p> <p>11 Andy Hipolit, addressed to the board, dated January</p> <p>12 2.</p> <p>13 Ms. Chesler, are you in receipt of that</p> <p>14 report?</p> <p>15 MS. CHESLER: I am. I didn't hear what</p> <p>16 you were marking it.</p> <p>17 MR. REGAN: B-1.</p> <p>18 (Whereupon, Exhibit B-1 received and</p> <p>19 marked into evidence.)</p> <p>20 A N D R E W H I P O L I T, having been duly sworn,</p> <p>21 testifies as follows:</p> <p>22 R I C H A R D P R E I S S, having been duly sworn,</p> <p>23 testifies as follows:</p> <p>24 CHAIRMAN DePINTO: The board is in</p> <p>25 receipt of the exhibit that's marked into evidence.</p>

<p style="text-align: right;">122</p> <p>1 Mr. Hipolit, you are the author of this report; is 2 that correct? 3 MR. HIPOLIT: I am. 4 CHAIRMAN DePINTO: Would you kindly take 5 us through the report and bring to our attention any 6 concerns you may have? 7 MR. HIPOLIT: I can do that. Item 1 8 through Item 9 is general comments about development. 9 Item 10 is the variances which the 10 applicant has already discussed and we agree with. 11 We have mimicked our report after the applicant's 12 submittal, we have checked that we agree with it and 13 obviously we'd defer to Mr. Preiss. 14 Item 12, we just outlined some of the 15 items in the Settlement Agreement, which I think have 16 been discussed by the applicant already. The 17 substantial comments are the comments that really 18 affect any approval you would give, starting at Item 19 13. Item 13 talks about the tax assessor and lot 20 numbers would have to be noted or given by the tax 21 assessor even though the applicant has lot numbers 22 assigned. 23 Item 14 would be, as a condition of 24 approval, any easement or right of way or even 25 agreements for paving of Upper Saddle River Road</p>	<p style="text-align: right;">124</p> <p>1 served a purpose here. 2 MR. HIPOLIT: I don't think it serves 3 any purpose. It's really a discussion between the 4 applicant and the board. I think the site as laid 5 out now is fine. 6 CHAIRMAN DePINTO: Yeah. I think the 7 question is as to the adequacy of what's shown. 8 Mr. Preiss, are you satisfied with the 9 parking as shown? 10 MR. PREISS: Yes, more than satisfied. 11 CHAIRMAN DePINTO: Is there a need for 12 land bank designation? 13 MR. PREISS: I think, you know, you have 14 2.9 spaces, which I think is significant for this 15 development. There could be a number of spaces which 16 would be banked, but if the applicant wants to pave 17 all of them, because of marketing or because of where 18 the spaces are laid out, I think that would be fine 19 too. 20 CHAIRMAN DePINTO: I think one of the 21 concerns that the board had on the original 22 application was because of the narrowness of the 23 roadway, which the board had agreed with, that we 24 wanted to make certain that there were no cars parked 25 on the roadway. I believe with the parking that</p>
<p style="text-align: right;">123</p> <p>1 would have to be part of the resolution and the 2 developer's agreement and any actual easements would 3 have to be re-reviewed by us and the board attorney. 4 Item 15, the applicant has agreed to 5 install monuments along the additional buffer 6 easement for the building. Plans should be revised 7 to show monuments and a note requiring those 8 monuments. We want the monuments installed, I guess 9 is our concern. 10 Item 16, a final map will need to be 11 submitted for the project; and that's for the 12 subdivision of the lots. 13 Item 17, maybe, Patty, you can walk us 14 through the land bank parking. I don't know if 15 you've done that yet. 16 MS. CHESLER: You want me to answer 17 that? 18 There are no land bank parking spaces 19 shown in the buffer area. We had discussed this as 20 part of the settlement, and we'll put it in if the 21 board wants, but we didn't see any purpose in taking 22 away from parking given the current configuration of 23 the plan when we looked at it. 24 So I guess give us feedback if you still 25 think that it makes any sense. We didn't think it</p>	<p style="text-align: right;">125</p> <p>1 we're showing on the plan, that hopefully that will 2 eliminate. Is that not correct, Mr. Preiss? 3 MR. PREISS: That's correct. We also 4 had a concern, now that we have substituted some of 5 the stacked townhouse units with the traditional 6 townhouse units, each of those garages will have two 7 spaces so I think there's a good possibility -- and 8 they also have basements, that we won't have any 9 concerns about garage spaces being taken up for 10 storage. We had that concern with regard to the 11 stacked townhouse units, and those concerns, quite 12 frankly, still remain, so I think the additional 13 off-street spaces are a good guarantee that if 14 somebody decides to utilize one of the -- the garage 15 space for storage, there will still be enough parking 16 within this development. 17 CHAIRMAN DePINTO: Andy, continue, 18 please. 19 MR. HIPOLIT: Item 18 is really geared 20 towards the applicant has testified to what they are 21 going to do as far as widening and paving of Upper 22 Saddle River Road. We need to kind of hone down on 23 that language and get that language. 24 MR. REGAN: We'll take the language from 25 the Settlement Agreement and put it in the resolution</p>

<p style="text-align: right;">126</p> <p>1 and Developer's Agreement.</p> <p>2 MR. HIPOLIT: Item 19 they have covered,</p> <p>3 that's description of parking, so that's kind of a</p> <p>4 comment, we have come to agreement. We're going to</p> <p>5 work on the designation for the crosswalk on Upper</p> <p>6 Saddle River.</p> <p>7 THE WITNESS: Correct, we'll work</p> <p>8 together.</p> <p>9 MR. HIPOLIT: It's really a board</p> <p>10 decision whether you want a paver crosswalk across</p> <p>11 their roadway.</p> <p>12 CHAIRMAN DePINTO: Verses a stripe; is</p> <p>13 that correct?</p> <p>14 MR. HIPOLIT: Versus striping, versus</p> <p>15 cobblestones, I guess.</p> <p>16 THE WITNESS: Correct.</p> <p>17 MR. HIPOLIT: I don't necessarily have</p> <p>18 any preference, I just want to know the borough can</p> <p>19 take care of it.</p> <p>20 CHAIRMAN DePINTO: I think aesthetically</p> <p>21 we can do something better than striping.</p> <p>22 MR. HIPOLIT: The stones would be much</p> <p>23 better. Borough doesn't want to take care of it,</p> <p>24 it's in our right of way.</p> <p>25 CHAIRMAN DePINTO: Can't we require the</p>	<p style="text-align: right;">128</p> <p>1 Item 22 is really trash and recycling.</p> <p>2 That comment is gone, they have covered that.</p> <p>3 Item 23 is a condition of approval.</p> <p>4 They have walls that are over 4 feet or any walls</p> <p>5 that are over 4 feet will need engineer's design and</p> <p>6 inspection.</p> <p>7 Item 24 is their major soil movement</p> <p>8 permit. I don't believe we have heard any testimony</p> <p>9 on that yet. As far as the requirements.</p> <p>10 THE WITNESS: I just talked about it</p> <p>11 under the cut-and-fill analysis and the amount of</p> <p>12 soil that is moved on the site.</p> <p>13 MR. HIPOLIT: The only thing we need to</p> <p>14 cover is truck routes.</p> <p>15 THE WITNESS: Correct.</p> <p>16 MR. REGAN: That will be a condition.</p> <p>17 Put that as a condition.</p> <p>18 MR. HIPOLIT: Condition is fine.</p> <p>19 25, they addressed.</p> <p>20 Item 26 is just a statement for</p> <p>21 condition for approval for the site.</p> <p>22 Item 27 is a minor movement of a</p> <p>23 manhole. Patty, is that okay?</p> <p>24 THE WITNESS: That's fine.</p> <p>25 MR. HIPOLIT: Item 28 we have covered as</p>
<p style="text-align: right;">127</p> <p>1 applicant to maintain the cobblestone?</p> <p>2 MR. REGAN: I don't think so, if it's in</p> <p>3 the public right of way.</p> <p>4 MS. CHESLER: We're fine with doing</p> <p>5 that. We said that originally, that we would make it</p> <p>6 into the association's responsibility to maintain the</p> <p>7 cobblestone. We just threw it out there if there was</p> <p>8 a concern as to whether the board wants something</p> <p>9 else. We're fine.</p> <p>10 THE WITNESS: Cobble --</p> <p>11 MR. REGAN: Even though it's in the</p> <p>12 public right of way.</p> <p>13 MS. CHESLER: Yeah.</p> <p>14 MR. HIPOLIT: That's fine with me.</p> <p>15 MS. CHESLER: We'll put it in the</p> <p>16 budget.</p> <p>17 CHAIRMAN DePINTO: Anyone have any</p> <p>18 difficulty with the cobblestone and the association</p> <p>19 maintaining it?</p> <p>20 MR. PREISS: No.</p> <p>21 MR. HIPOLIT: Item 21 is in reference to</p> <p>22 the ADA requirement. This, when completed, will have</p> <p>23 to be certified for ADA and the applicant's engineer</p> <p>24 will have to provide certification to all ADA ramps</p> <p>25 and walkways.</p>	<p style="text-align: right;">129</p> <p>1 to looped water main. I think the plan is going to</p> <p>2 be revised to have Morgan Court as the preferred one</p> <p>3 and Upper Saddle River Road as the alternate.</p> <p>4 CHAIRMAN DePINTO: Correct.</p> <p>5 MR. HIPOLIT: Item 29 would be a</p> <p>6 condition which would be a stone tracking pattern and</p> <p>7 maintenance pad.</p> <p>8 Items 30 and 31 can be put in the</p> <p>9 resolution as the fire department should review the</p> <p>10 site, once they receive approval, prior for their</p> <p>11 access to the buildings and whatever fire safety they</p> <p>12 need.</p> <p>13 Item 32 is the establishment of really</p> <p>14 an association to handle all the site, whether it be</p> <p>15 utilities, roads, sidewalks.</p> <p>16 Item 33 lists possible other approvals</p> <p>17 and bonds that would be required, performance bond</p> <p>18 and maintenance bond and posting escrow fees for</p> <p>19 inspection.</p> <p>20 Item 34 is really condition of approval</p> <p>21 which would be geotechnical report for the site with</p> <p>22 respect to retaining walls or anything else that is</p> <p>23 moving a significant amount of soil.</p> <p>24 And then Items 35, 36 and 37, are really</p> <p>25 the county letters. I don't know if we have talked</p>

<p style="text-align: right;">130</p> <p>1 about that tonight, what the county is requiring. 2 CHAIRMAN DePINTO: Did you want to 3 address that, Fran? 4 MS. CHESLER: The current county 5 approval required a financial contribution for 6 off-tract improvements, which you had referenced in 7 the letter went to an earlier letter. Hopefully we 8 get approval tonight and once we get this approval, 9 then I would be sending a revised plan to the county 10 for amended approval, but I didn't want -- it 11 doesn't -- what we're doing now doesn't affect them 12 very much, going from 100 homes to 80 homes, and 13 their impact is all on-tract. We'll be resubmitting 14 the new plan, but I don't want to submit it until we 15 have the final plan here. 16 MR. HIPOLIT: That would be a condition 17 of approval, so I'm okay with that. That's all I 18 have. 19 CHAIRMAN DePINTO: Thank you. I have a 20 few questions, Ms. Ruskan, with respect to that 21 emergency drive. 22 THE WITNESS: It's what we call a "ring 23 paver" system, it's a plastic ring system that snaps 24 together, it's rated for fire trucks and it 25 basically -- basically you put soil in it and you put</p>	<p style="text-align: right;">132</p> <p>1 THE WITNESS: Okay, we'll make sure that 2 that's addressed. 3 CHAIRMAN DePINTO: You may have, I can't 4 see it on the plan. 5 MR. HIPOLIT: I think their detail does 6 show it. Way back in the back part. 7 CHAIRMAN DePINTO: Let's make certain of 8 that. The basin, are you proposing any fencing 9 around the basin? 10 THE WITNESS: The detention basin? 11 CHAIRMAN DePINTO: Yes. 12 THE WITNESS: No. 13 CHAIRMAN DePINTO: And the basin -- 14 describe for us how that basin will function in terms 15 of the water permeating into the soil. 16 THE WITNESS: Well, it's a grass-lined 17 detention basin. So when it doesn't rain, it looks 18 like it's a grass impoundment or area. When it does 19 rain, depending on the storm event, it will fill up 20 with water, it will stay in that detention basin, 21 depending on the amount of water, until it is 22 released through the outlet control structure into 23 the receiving wetland area where it eventually goes 24 down to the unnamed tributary. 25 So this area is the bottom of the basin,</p>
<p style="text-align: right;">131</p> <p>1 grass in it and it looks like it's a grass area. 2 CHAIRMAN DePINTO: In weather like this, 3 I presume the association, Ms. Chesler, maintains the 4 responsibility for plowing for emergency purposes? 5 MS. CHESLER: Yes. 6 CHAIRMAN DePINTO: Normally there will 7 be grass. How will motorists know not to use this as 8 a shortcut to get out to the road? 9 THE WITNESS: It looks like grass. 10 CHAIRMAN DePINTO: Is there some sort of 11 signage there? 12 THE WITNESS: There are delineators on 13 either side so that the emergency vehicles can know 14 that between here and here is where the pavers are 15 and they can drive through that area. 16 CHAIRMAN DePINTO: The trash area on the 17 new plan, it appears not to be totally enclosed. Is 18 that by design or do you intend to keep the Dumpsters 19 visible or open? 20 THE WITNESS: No, the idea is to enclose 21 the entire area and there would be gates in the front 22 that would open so that the -- 23 CHAIRMAN DePINTO: I'm not sure that it 24 showed that clearly on the plan that there would be 25 gates in front of the Dumpster.</p>	<p style="text-align: right;">133</p> <p>1 it's not a wet pond, it's a dry pond, so when it 2 doesn't rain, it's dry. 3 CHAIRMAN DePINTO: So, as far as the 4 maintenance of the basin, I presume the landscapers 5 will be cutting the grass in the basin -- 6 THE WITNESS: Correct. 7 CHAIRMAN DePINTO: -- rather than 8 allowing the weeds to grow in the basin? 9 THE WITNESS: Correct. 10 CHAIRMAN DePINTO: So it will look like 11 a manicured area, lawn area? 12 THE WITNESS: Well, the area of the 13 basin itself, we have proposed some wild flower mix 14 in the basin. So normally you would want that, when 15 it's not inundated, to just look like wild flowers. 16 So it really wouldn't be a manicured lawn per se. 17 The entire stormwater management 18 facility system has been incorporated into a 19 maintenance manual; that's part of the Stormwater 20 Management Plan. That manual describes how to 21 maintain the certain areas, when to clean it, when to 22 check for any issues after certain storm events. 23 There's checklists that the homeowners association 24 maintenance people would need to use and then keep 25 onsite after they have gone through their normal</p>

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1 maintenance checklist.

2 CHAIRMAN DePINTO: Have you provided a

3 copy of that to Mr. Hipolit?

4 THE WITNESS: Yes, it's actually part of

5 the Stormwater Management Plan, it's an appendix in

6 the management plan.

7 CHAIRMAN DePINTO: Because I think the

8 maintenance of the basin is important. We have other

9 basins in town which unfortunately have been

10 neglected over the years and they look quite

11 unsightly. I'm not sure if they are functioning as

12 they were originally designed because of lack of

13 maintenance.

14 So, Andy, I'd ask you to pay particular

15 attention to make certain that that's done.

16 MR. HIPOLIT: I will do that.

17 CHAIRMAN DePINTO: Ms. Chesler, this is

18 for you: With respect to the Landscape Plan that

19 you're proposing, I understand that that's quite

20 similar to the original proposal which the

21 Environmental Commission found acceptable. However,

22 there are some changes because of the reduction in

23 number of units and shifting of buildings and so

24 forth. I presume you intend to make an application

25 to the Environmental Commission sooner rather than

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1 later?

2 MS. CHESLER: I haven't, I didn't

3 know -- I thought that would be something I'd be

4 directed to before this meeting, but, if not, I

5 certainly will. I know I have one e-mail from

6 Mr. Vogt indicating that he reviewed it and he was

7 satisfied with it. I didn't know if every

8 application has to go before the, you know...

9 CHAIRMAN DePINTO: It's a policy and

10 practice of the board to defer things to the

11 Environmental Commission. Obviously the board is the

12 one responsible for the approval of the plan and I

13 wouldn't want to hold up any action that the board

14 may want to take this evening on that. But I think,

15 in the spirit of cooperation, it probably would be in

16 your best interest to submit it to the Environmental

17 Commission.

18 Mr. Vogt, do you have space available on

19 your agenda?

20 MR. VOGT: Right now we're booked for

21 March, so the first month would be actually April

22 unless we hold a special meeting.

23 CHAIRMAN DePINTO: What do you have on

24 for your March meeting?

25 MR. VOGT: DePiero.

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1 CHAIRMAN DePINTO: I'd like to see you

2 do something, a special meeting or do what's

3 necessary to accommodate.

4 MR. VOGT: Probably I can arrange for a

5 special meeting as long as I get a quorum. I can

6 hold a special meeting, yeah.

7 CHAIRMAN DePINTO: Now, unfortunately,

8 Ms. Chesler, this for you, unfortunately we have not

9 received back from either our fire department or

10 police department, their reviews, which normally we

11 would have. Again I would like to see if the board

12 could take action this evening but it would have to

13 be with the understanding that you will address any

14 concerns that they may have which may surface in

15 their review in the next week to 10 days or so.

16 MS. CHESLER: We definitely would want

17 to sit down and review them. I can't say what we

18 would do without knowing what the concern is. So the

19 answer is, it's been a while, would it be possible

20 that we could just talk about -- we could sit down

21 and work it through, whatever it is?

22 CHAIRMAN DePINTO: I think you have

23 addressed -- the police department, I don't believe

24 had any concerns, quite frankly. With respect to the

25 fire department, I think their concerns dealt with

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1 the sprinklers in the building, which obviously we

2 have heard testimony tonight that that's not an

3 issue. They had concerns about the adequacy of the

4 pumping station for the system, they had concerns

5 about the looping of the water system.

6 To the best of my recollection. Does

7 anybody have any other recollection of what the fire

8 department was looking for? The emergency access?

9 MR. HIPOLIT: Emergency access, they

10 have, the pumping station wouldn't be an issue

11 anymore, because it's resolute, and the Morgan Court

12 extension of the water main, if it was to go through,

13 if they can get that agreement worked out, it would

14 solve the loop to Summit Avenue.

15 CHAIRMAN DePINTO: Jeff, do you recall

16 any other concerns of the fire department?

17 MR. FETTE: No. I was going to say the

18 emergency exit, but that hasn't changed, that's

19 consistent with the original application.

20 MR. HIPOLIT: They were okay with that.

21 MR. FETTE: Nothing else comes to mind.

22 CHAIRMAN DePINTO: I think if you could

23 put on the record that you will address their

24 concerns limited to the concerns that they had

25 expressed during the original application and the

<p style="text-align: right;">138</p> <p>1 ones that we summarized this evening.</p> <p>2 MS. CHESLER: Their concerns in the</p> <p>3 original meeting were more than what we were able to</p> <p>4 handle, you know, such as possible emergency access</p> <p>5 through the SWERPA. So I'd like to say we'll address</p> <p>6 it to the degree it's under our control --</p> <p>7 CHAIRMAN DePINTO: Limit it to the</p> <p>8 points discussed.</p> <p>9 MS. CHESLER: Yes.</p> <p>10 CHAIRMAN DePINTO: Mr. Fette, you had</p> <p>11 something?</p> <p>12 MR. FETTE: Wasn't there some discussion</p> <p>13 about a backup generator in that pump house?</p> <p>14 MR. WEBBER: It shows on the plans that</p> <p>15 there is a backup generator.</p> <p>16 THE WITNESS: There is a backup</p> <p>17 generator.</p> <p>18 MR. WEBBER: Is that in the pump house?</p> <p>19 THE WITNESS: Yes, it's in a room next</p> <p>20 to where the actual pumps are.</p> <p>21 MS. CHESLER: We tried to address the</p> <p>22 concerns that we were able to address already in the</p> <p>23 application, that's why I'm not quite sure how to</p> <p>24 respond.</p> <p>25 CHAIRMAN DePINTO: I understand, it's</p>	<p style="text-align: right;">140</p> <p>1 accommodate them, all right? Fire hydrants, wherever</p> <p>2 they want them placed, we'll be able to accommodate</p> <p>3 them. The water loop, I've talked about, you know,</p> <p>4 we'll have this as our preferred alternative. We're</p> <p>5 doing everything possible to make it happen, but I</p> <p>6 don't want to, in any way, to imply --</p> <p>7 CHAIRMAN DePINTO: We're going to hear</p> <p>8 the testimony of Mr. Bernard, we're going to hear</p> <p>9 questioning from the other board members.</p> <p>10 Presumably, if we can get this concluded this</p> <p>11 evening, that we'll follow up with the fire</p> <p>12 department and provide you with copies of any report</p> <p>13 that they provide to us. And if you find that you</p> <p>14 cannot accommodate their needs, communicate that to</p> <p>15 Mr. Regan and we'll see if we can work it out.</p> <p>16 MS. CHESLER: That sounds great, thank</p> <p>17 you.</p> <p>18 CHAIRMAN DePINTO: Questions. Starting</p> <p>19 with Mr. Webber.</p> <p>20 MR. WEBBER: Just basically two quick</p> <p>21 questions, Ms. Ruskan. How big is the seepage pits</p> <p>22 that are proposed I guess behind Building 1?</p> <p>23 THE WITNESS: There's only one seepage</p> <p>24 pit that is proposed and you'll have to give me one</p> <p>25 second. It's a 5 foot diameter pit.</p>
<p style="text-align: right;">139</p> <p>1 difficult, it's kind of an open-ended question and I</p> <p>2 understand about the roadway where originally they</p> <p>3 wanted to connect the northeast piece with the</p> <p>4 southwest piece over the SWERPA buffer. I</p> <p>5 understand, obviously that's not part of the</p> <p>6 Settlement Agreement and it's not shown on the plan.</p> <p>7 But I think limited to their other concerns dealing</p> <p>8 with the looping, the adequacy of the road network,</p> <p>9 for that road network to accommodate their vehicles,</p> <p>10 the placement of the fire hydrants within the</p> <p>11 development, things of that nature, things that are</p> <p>12 typical for them to be concerned about.</p> <p>13 MS. CHESLER: Obviously the location of</p> <p>14 the fire hydrants are a no-brainer. We'll put them</p> <p>15 wherever they want. The roadway can't really be</p> <p>16 moved, so I don't quite know how to respond to that.</p> <p>17 I mean you move the roadway a little bit, everything</p> <p>18 changes.</p> <p>19 CHAIRMAN DePINTO: When I say the</p> <p>20 roadway, I'm really referring to the emergency</p> <p>21 access, the adequacy of the emergency access to meet</p> <p>22 their needs.</p> <p>23 MS. CHESLER: In terms of how they want</p> <p>24 it finished, where they want markers, what kind of</p> <p>25 ground they want, any of that we'll address and</p>	<p style="text-align: right;">141</p> <p>1 MR. WEBBER: How many gallon would you</p> <p>2 say that is, 500, 1,000?</p> <p>3 THE WITNESS: I would have to do the</p> <p>4 calculation of gallons, but --</p> <p>5 MR. WEBBER: My point is it's not going</p> <p>6 to discharge the water, it's not going to flood or</p> <p>7 wet properties on Serrell Drive by any stretch --</p> <p>8 THE WITNESS: No, the area that it's</p> <p>9 actually draining to is relatively small, it's just</p> <p>10 the lawn area behind Buildings 1, 2, and 9. So what</p> <p>11 it does, it goes through the French drain first and</p> <p>12 into the seepage pit.</p> <p>13 MR. WEBBER: And then it will perk out</p> <p>14 slowly?</p> <p>15 THE WITNESS: Right, it will perk out</p> <p>16 slowly and in the event that it doesn't perk, we have</p> <p>17 overflow height that drains out towards --</p> <p>18 MR. WEBBER: Plus or minus, 26,000 cubic</p> <p>19 yards of soil is going to be removed?</p> <p>20 THE WITNESS: Correct.</p> <p>21 MR. WEBBER: Do you know about how many</p> <p>22 truckloads? I know Andy touched on that. You know,</p> <p>23 what that's going to do on our roads in that area?</p> <p>24 Is there anything that we can do to mitigate the mess</p> <p>25 that it's going to make?</p>

142	<p>1 THE WITNESS: Straight calculation for 2 that is assuming 15 yards per truck, there are a lot 3 of trucks and I'll tell you what that is in one 4 second. 5 About 1,700 trucks. 6 (Whereupon, a discussion is held off the 7 record.) 8 MR. WEBBER: Lastly, I don't know if 9 this is for our engineers, the emergency entrance and 10 the emergency road, how do we handle that on Craig 11 Road properties, off Summit; do they have a chain 12 link? 13 MR. HIPOLIT: Yes, they maintain it, 14 they plow it, keep it open. If they don't, they get 15 cited for it. 16 MR. WEBBER: Perhaps we can do something 17 like that at the site so people don't start driving 18 over the lawn? 19 CHAIRMAN DePINTO: Yeah, I'm sure you'll 20 deal with it the same way you've dealt with it on 21 your other projects in town? 22 MS. CHESLER: Yes. We get direction -- 23 if that's what you want, that's what we'll do there. 24 MR. WEBBER: That's it. Thank you. 25 MR. LINTNER: No questions,</p>	144	<p>1 buffer between -- 2 MS. SOLOMON: Yeah. 3 THE WITNESS: Yes, it is a mix. 4 MS. SOLOMON: In regards to the 5 detention basin, about how deep do you think water 6 would be when it -- I guess max? 7 THE WITNESS: Well, maximum height of 8 the basin, it was designed for 4 feet of water. 9 MS. SOLOMON: That's all. Thank you. 10 COUNCILWOMAN CUDEQUEST: I have a 11 question regarding the detention basin. Did you say 12 that there was not going to be any fencing or 13 anything around that? 14 THE WITNESS: That's right. 15 COUNCILWOMAN CUDEQUEST: And then, what 16 would prevent a resident from this development to go 17 along the side of the trash -- I guess where the 18 trash container is and to walk over to the detention 19 basin? 20 THE WITNESS: Well, there's actually a 21 retaining wall that is in the rear of the refuse area 22 that would have a fence on top of it. But the idea 23 is to -- if people want to walk on the berm of the 24 detention basin, they can actually walk out there 25 from the area that is just to the north of the</p>
143	<p>1 Mr. Chairman. 2 CHAIRMAN DePINTO: Ms. Solomon. 3 MS. SOLOMON: Yes, I had a question 4 about I guess page or Slide 25 and 26 showed the 5 handicapped parking spaces. It looked like they were 6 reduced, it looked like they were about four less. 7 It looked like, on page 26, there were only two spots 8 for the whole complex. Is that sufficient for the 9 amount of units that are there? 10 THE WITNESS: There are actually -- 11 there are actually eight spaces. There are two 12 spaces between Buildings 5 and 6, two spaces that 13 were moved. They used to be between Building 7 and 14 8. They were moved to the east side of Building #8. 15 But there are already two on the east side of 16 Building #6, those will remain. And then there are 17 two between Buildings 10 and 11. 18 MS. SOLOMON: Thank you. Another 19 question about, and I'm guessing this will be 20 addressed by the environmental group, but I had a 21 question about the trees between I guess the houses 22 that are on Serrell and the units. Is that going to 23 be a mix of both deciduous and evergreens so there's 24 some coverage during the winter? 25 THE WITNESS: Are you talking about the</p>	145	<p>1 overall basin. And that is the maintenance path. 2 It's hard to see on this particular slide and my 3 pointer is not -- okay, there it is. There's an 4 actual maintenance path that will allow maintenance 5 vehicles, a pickup truck, to go out to the basin to 6 do any maintenance. 7 So, somebody could walk along there if 8 they wanted to walk around the basin. There's a 10 9 foot wide berm on the top if people wanted to go for 10 a walk. 11 COUNCILWOMAN CUDEQUEST: A 10 foot wide, 12 so they would have to walk across the 10 foot wide 13 berm? 14 THE WITNESS: The berm itself surrounds 15 the entire basin. So they could walk around the 16 basin itself if they wanted to go on a stroll. 17 COUNCILWOMAN CUDEQUEST: I have an issue 18 with that as far as safety and children, you know. 19 If there's a will, there's a way. They'll get over 20 there and 4 feet of water, you could drown in a foot 21 of water. So that area concerns me. 22 CHAIRMAN DePINTO: So your preference 23 would be to see fencing around it? 24 COUNCILWOMAN CUDEQUEST: Some kind of 25 fencing or something to prevent a possible drowning.</p>

146	<p>1 CHAIRMAN DePINTO: We'll poll the board</p> <p>2 on that.</p> <p>3 COUNCILWOMAN CUDEQUEST: No questions,</p> <p>4 Mr. Chairman.</p> <p>5 CHAIRMAN DePINTO: Mr. Culhane.</p> <p>6 MR. CULHANE: I have a couple. Like I</p> <p>7 said earlier, I just want to make sure, because I</p> <p>8 really couldn't tell on the plans, what's the</p> <p>9 cross-slope of the sidewalk where you have basically</p> <p>10 the continuous pedestrian walk against the curb, just</p> <p>11 to make sure it's not steep. I'm not sure what the</p> <p>12 ADA requirement is --</p> <p>13 MR. HIPOLIT: Two percent.</p> <p>14 THE WITNESS: Yes. We would meet the</p> <p>15 cross-slope that's required, two percent or less.</p> <p>16 I thought you also had a question about</p> <p>17 the stacked townhomes. Did you have a question about</p> <p>18 that sidewalk itself?</p> <p>19 MR. CULHANE: No, not so much, just in</p> <p>20 general where the driveways are intersecting the</p> <p>21 pedestrian walk.</p> <p>22 THE WITNESS: Right.</p> <p>23 MR. CULHANE: I want to make sure we</p> <p>24 don't have an excessive slope.</p> <p>25 THE WITNESS: Yeah, the cross-slope</p>	148	<p>1 it's over so we would probably just do an inspection</p> <p>2 of it. Prior to him starting -- they know about the</p> <p>3 culvert we discussed, they do an inspection before,</p> <p>4 with them there, so they know the condition of it.</p> <p>5 If they make it work, they would know. It's pretty</p> <p>6 cut and dry.</p> <p>7 MR. CULHANE: On Craig Road, John, as I</p> <p>8 remember, that emergency exit off Grand, we had to</p> <p>9 get an easement. Do we need an easement for this</p> <p>10 particular fire exit pass?</p> <p>11 CHAIRMAN DePINTO: We had to get an</p> <p>12 easement --</p> <p>13 MR. CULHANE: No, I remember we did get</p> <p>14 an easement on Craig Road. I'm questioning, in fact,</p> <p>15 is an easement needed here, or not?</p> <p>16 MR. HIPOLIT: Yes, we will need an</p> <p>17 easement.</p> <p>18 CHAIRMAN DePINTO: I don't think it's</p> <p>19 needed.</p> <p>20 MR. CULHANE: The Valley.</p> <p>21 CHAIRMAN DePINTO: The project on Craig</p> <p>22 Road.</p> <p>23 MR. HIPOLIT: Yeah, we would want an</p> <p>24 easement so we have access across that for emergency</p> <p>25 services.</p>
147	<p>1 itself would meet the ADA requirements. The walking</p> <p>2 paths or sidewalks would follow the grade of the road</p> <p>3 which is -- depending where you are, but it's under</p> <p>4 five percent.</p> <p>5 MR. CULHANE: Another question, as Andy</p> <p>6 said, I think it was 36, there's going to be a</p> <p>7 sidewalk along Summit and I assume that's going to be</p> <p>8 the responsibility of Lot 7?</p> <p>9 MR. HIPOLIT: Yes.</p> <p>10 MR. CULHANE: With regards to the 1,700</p> <p>11 trucks, I guess this would be more to Andy, what's</p> <p>12 the potential impact on the existing culvert as they</p> <p>13 go out to Spring Valley?</p> <p>14 MR. HIPOLIT: Could be an issue. We</p> <p>15 have discussed that as a part of the original</p> <p>16 hearings, that culvert is not in good shape. The</p> <p>17 applicant is going to be posting a performance bond</p> <p>18 for the site and if they destroy the culvert, they'll</p> <p>19 have to repair or replace it.</p> <p>20 MR. CULHANE: You believe that's</p> <p>21 corrected?</p> <p>22 MR. HIPOLIT: Yeah. Like anything else,</p> <p>23 if they drove the trucks on the road, if they destroy</p> <p>24 something, it's their responsibility to fix it.</p> <p>25 Upper Saddle River Road wouldn't be repaved until</p>	149	<p>1 MR. REGAN: Make that a condition.</p> <p>2 MR. HIPOLIT: Yeah.</p> <p>3 CHAIRMAN DePINTO: If it's part of the</p> <p>4 site plan approval --</p> <p>5 MR. CULHANE: I remember Craig Road we</p> <p>6 got the easement.</p> <p>7 CHAIRMAN DePINTO: Why would we need an</p> <p>8 easement if it's part of the --</p> <p>9 MR. REGAN: Who would the easement be</p> <p>10 coming from, from the developer to the borough? They</p> <p>11 are then binding on successors in interest?</p> <p>12 MR. HIPOLIT: Yeah, it can't hurt to</p> <p>13 have it.</p> <p>14 MR. REGAN: Okay.</p> <p>15 MR. CULHANE: We got Morgan Court</p> <p>16 squared away. I think that's about it, John.</p> <p>17 CHAIRMAN DePINTO: Thank you.</p> <p>18 Mr. Fette.</p> <p>19 MR. FETTE: No comment, Mr. Chairman.</p> <p>20 CHAIRMAN DePINTO: Mr. Vogt.</p> <p>21 MR. VOGT: Ms. Ruskan, what's the</p> <p>22 acreage which is being disturbed on this project; has</p> <p>23 it changed from the previous one?</p> <p>24 THE WITNESS: It actually is reduced</p> <p>25 by -- it's approximately two-tenths of an acre less.</p>

<p style="text-align: right;">150</p> <p>1 Because of the setback along Serrell Drive, we have 2 moved that. 3 MR. VOGT: It used to be nine acres 4 being disturbed; is that correct? 5 THE WITNESS: I don't recall. 6 MR. VOGT: You don't remember? 7 THE WITNESS: No. 8 MR. VOGT: Okay. I also agree with Mr. 9 Webber, putting a chain across, especially on Upper 10 Saddle River Road, not on the interior, via access 11 road. 12 MR. HIPOLIT: They make kind of a small 13 gate you put across there, it's easier for the fire 14 department to get through. A chain is just 15 hazardous. 16 MR. VOGT: Whatever they use over on 17 Grand Avenue. 18 MR. HIPOLIT: Same thing they use on 19 Grand Avenue. 20 CHAIRMAN DePINTO: Anything else, Mr. 21 Vogt? 22 MR. VOGT: That's it. That's all I 23 have. 24 MR. CULHANE: I just wanted to 25 compliment Ms. Ruskan on her presentation, I thought</p>	<p style="text-align: right;">152</p> <p>1 COUNCILWOMAN CUDEQUEST: Fence, no gate 2 and half bath. 3 CHAIRMAN DePINTO: Mr. Teagno. 4 MR. TEAGNO: My daughter lives in a 5 development where they have detention basins and it's 6 got a split rail fence with evergreens planted on the 7 inside. I think it looks very nice and with the wire 8 inside the split rail you don't even see it. 9 So I don't want a chain-link fence or 10 something freestanding, but I would go with some kind 11 of decorative fence. Half bath maximum. What was 12 the third question? 13 CHAIRMAN DePINTO: Gate or no gate. 14 MR. TEAGNO: I like the idea of a chain. 15 I don't like a gate. Some kind of chain or 16 something. 17 MR. CULHANE: Decorative fence, chain, 18 half bath. 19 CHAIRMAN DePINTO: Mr. Fette. 20 MR. FETTE: Definitely on the fence, I 21 think it's a good idea, and the chain, just like they 22 have at Valley View, and half bath maximum. 23 CHAIRMAN DePINTO: Mr. Vogt. 24 MR. VOGT: No fence, "Yes" to gate, "No" 25 to full bath.</p>
<p style="text-align: right;">151</p> <p>1 it was quite comprehensive. 2 CHAIRMAN DePINTO: I agree, it was. I 3 have three polling questions before we go on to Mr. 4 Bernard. First one is dealing with the fencing 5 around the basin as per Mrs. Cudequest's request. 6 The second one is for the emergency gate, that gate 7 being placed out on Upper Saddle River Road. And the 8 third one that I have a note on, which I forgot to 9 mention before, was on the lower level bathroom 10 option of half bath -- well, restricting it to half 11 bath only. 12 Mr. Teagno, is that what you had wanted? 13 MR. TEAGNO: Yes. 14 CHAIRMAN DePINTO: So each board member, 15 starting with Mr. Lintner, of the fence, emergency 16 gate, a bathroom -- basement bathroom. 17 MR. LINTNER: No fence, no gate, half 18 bath maximum in the basement. 19 CHAIRMAN DePINTO: Mrs. Solomon. 20 MS. SOLOMON: Fence, no gate and half 21 bath max. 22 CHAIRMAN DePINTO: Fence, no gate and 23 half bath. 24 MS. SOLOMON: Half bath max. 25 CHAIRMAN DePINTO: Mrs. Cudequest.</p>	<p style="text-align: right;">153</p> <p>1 CHAIRMAN DePINTO: Mr. Webber. 2 MR. WEBBER: Safety fence, yes, 3 definitely. Like, as I said, a chain or the fire. 4 And a limit on the half bath in the basement. 5 CHAIRMAN DePINTO: And I opt for the 6 half bath in the basement, I would prefer an 7 emergency chain, and I believe the suggestion of Mr. 8 Teagno with somewhat of a decorative fence would 9 address the concerns of Mrs. Cudequest and satisfy. 10 Where does that leave us? 11 MR. REGAN: I have on the fencing around 12 the basin: Fence. On the emergency gate: Gate or 13 chain. And, unanimously, half bath. 14 CHAIRMAN DePINTO: So the question is 15 with the gate or chain on the emergency. Do you have 16 numbers on that? 17 MR. REGAN: Well, three had no gate and 18 six had gate or chain. 19 CHAIRMAN DePINTO: Let's just run 20 through that one real quick. Wolfgang, chain, gate, 21 or none? 22 MR. VOGT: Chain is fine with me. 23 MR. WEBBER: Chain. 24 MR. LINTNER: None. 25 MS. SOLOMON: I'm going to still go with</p>

154	<p>1 none because it is still going to look like grass.</p> <p>2 COUNCILWOMAN CUDEQUEST: None.</p> <p>3 MR. TEAGNO: Chain.</p> <p>4 MR. CULHANE: Chain.</p> <p>5 MR. FETTE: Chain. Yes, Ms. Chesler.</p> <p>6 MS. CHESLER: We have no opinion about</p> <p>7 the chain or the fence. We originally thought that</p> <p>8 the board wanted to open that up as that nice walking</p> <p>9 area, but it doesn't -- you know, it's a question of</p> <p>10 speaking to public safety.</p> <p>11 MR. TEAGNO: If you put the fence</p> <p>12 inside.</p> <p>13 MS. CHESLER: On the inside, okay,</p> <p>14 that's fine. I heard the poll so I'm not deaf but I</p> <p>15 did want to speak about the half bath in terms of</p> <p>16 consumer expectation.</p> <p>17 I think that would be a real detriment</p> <p>18 to us because we're selling these as upscale homes</p> <p>19 and we're coming out of -- I'm not singing the blues,</p> <p>20 coming out of a really bad depression and the market</p> <p>21 is still tough and you do everything you can to try</p> <p>22 to make a home competitive than would put us at a</p> <p>23 competitive disadvantage.</p> <p>24 I understand what the board's concerns</p> <p>25 is about the misuse of the basement, but you're</p>	156	<p>1 amenities and so I am going to urge the board, you</p> <p>2 know, to rethink that as a condition and see if there</p> <p>3 is any other way that we could work to help ensure</p> <p>4 that people don't do things illegally or --</p> <p>5 CHAIRMAN DePINTO: Why don't we try to</p> <p>6 conclude the application and, prior to taking a vote,</p> <p>7 I'll revisit that with the board members.</p> <p>8 You have one more witness this evening?</p> <p>9 A R T B E R N A R D, having been duly sworn,</p> <p>10 testifies as follows:</p> <p>11 MR. REGAN: Mr. Bernard has previously</p> <p>12 been qualified as planner in connection with the</p> <p>13 prior application. I'd recommend that he be deemed</p> <p>14 so qualified and he be an expert in this matter.</p> <p>15 CHAIRMAN DePINTO: The chair will accept</p> <p>16 the recommendation of counsel to accept Mr. Bernard</p> <p>17 as an expert in the field of planning.</p> <p>18 EXAMINATION BY MS. CHESLER:</p> <p>19 Q. Could you please identify the documents</p> <p>20 and reports that you reviewed in preparing for</p> <p>21 tonight's hearing?</p> <p>22 A. Yeah. I've reviewed the borough's</p> <p>23 housing element and the master plan. I reviewed the</p> <p>24 land development ordinance. I reviewed the</p> <p>25 applicant's plan for the property, as well as the</p>
155	<p>1 talking about people using something illegal. You're</p> <p>2 going to have to put an illegal kitchen. I mean, my</p> <p>3 guess is once we have water in there, if they're</p> <p>4 going to do something illegal, they will find a way</p> <p>5 of putting in an illegal shower as well. You go and</p> <p>6 buy a stall shower and they'll run the piping. I</p> <p>7 don't think that's a kind of homeowner we'll be</p> <p>8 getting here and I do think it's going to hurt us. I</p> <p>9 think it's a remote risk.</p> <p>10 I'd prefer to see if there's anything we</p> <p>11 could do with the building department or in the</p> <p>12 documents to make sure that this doesn't happen. I</p> <p>13 don't know -- obviously people are doing something</p> <p>14 illegally, so they are not coming in for a permit,</p> <p>15 but we haven't had that experience and think if</p> <p>16 somebody is going to go to that length of trying to</p> <p>17 put a rental apartment in an upscale townhome where</p> <p>18 there's no direct means of access to the back, I</p> <p>19 don't know -- I don't know how serious a concern it</p> <p>20 is.</p> <p>21 I do know it's a serious concern, in</p> <p>22 terms of competitive disadvantage, not to have it.</p> <p>23 People have expectations for higher and higher and</p> <p>24 while I personally think I might be nuts not to be</p> <p>25 able to walk up and down a flight, they want their</p>	157	<p>1 state development and redevelopment plan. Superior</p> <p>2 Court, the approval of the Settlement Agreement, the</p> <p>3 Settlement Agreement that's dated October 8, 2013.</p> <p>4 I've been out to the site on several occasions and</p> <p>5 I've had the opportunity to read your professionals'</p> <p>6 reports.</p> <p>7 Q. Ms. Ruskan reviewed, with the board,</p> <p>8 where the proposed development requires variances</p> <p>9 because it does not meet the strict requirements of</p> <p>10 the zoning regulations for Planned Residential</p> <p>11 Development in the AH-6 zone and the regulations</p> <p>12 governing fences and disturbances of slopes which</p> <p>13 govern all zones.</p> <p>14 Is it your opinion that this planning</p> <p>15 board should grant these variances based on either</p> <p>16 the (c)(1) criteria, which refers to Section</p> <p>17 40:55D-(c)(1) of the Municipal Land Use Law, and/or a</p> <p>18 (c)(2), which refers to Section 40:55D-(c)(2) of the</p> <p>19 Municipal Land Use Law.</p> <p>20 A. It is.</p> <p>21 Q. Can you review, for the board, the</p> <p>22 variances that qualify for the (c)(1) variance?</p> <p>23 A. Yes. There are positive and negative</p> <p>24 criteria for the (c)(1) and (c)(2). I'm going to</p> <p>25 deal with the positive criteria for the (c)(1) first</p>

<p style="text-align: right;">158</p> <p>1 and deal with the negative criteria for both the 2 (c)(1) and (c)(2) later. 3 With regards to the positive criteria 4 for (c)(1), the board can grant variances when 5 there's something about the property with regards to 6 its shallowness, its shape, its physical 7 characteristics, topography, such that the strict 8 application of the ordinance would create an 9 exceptional practical difficulty or undue hardship. 10 And Patty Ruskan has been kind enough to 11 put up the Constraints Map with the development area 12 behind you so you can get a feel for the constraints 13 of this property. In it, the physical 14 characteristics include the Special Water Resource 15 Protection Area, known as the SWERPA buffer, that 16 precludes development on much of the site, it cuts 17 off the northern portion of the property in the AH-6 18 zone from the southern portion, it establishes 19 relatively narrow area that can be developed in the 20 northern portion of the property, and even within 21 that narrow development portion of the property, the 22 natural topography of the site and the peculiar shape 23 of that portion of the property dictates the general 24 location of the housing and the drainage facility. 25 So the housing is in the eastern portion</p>	<p style="text-align: right;">160</p> <p>1 are not in affordable housing zone. And again it's 2 the location of the SWERPA buffer that severely 3 limits where the development can take place on this 4 property and, as a result of the limited space 5 available, Buildings 10 and 11 intrude into that 75 6 foot buffer. I believe they are as close as 52.41 7 feet and the patios associated with them are as close 8 as 44.44 feet. 9 And to address that encroachment, 10 Hovnanian has provided landscaping to supplement the 11 existing treeline and has worked out an agreement 12 with the adjacent property owner of Lot 7 to create a 13 30.56 foot buffer within a 75 foot setback which 14 essentially creates the 75 feet of undisturbed space 15 which meets the spirit, if not the letter, of the 16 ordinance. 17 Your ordinance allows only eight units 18 in each building. 19 With regards to this application, there 20 are 11 homes proposed in Buildings 7 and 8 and 10, in 21 Buildings 5, 10, and 11. 22 And again, this is just an efficient way 23 to produce more units in the confined space that we 24 have, that the applicant has. In terms of the number 25 of units in a building, you've seen the architect,</p>
<p style="text-align: right;">159</p> <p>1 of the property that has more width and depth and can 2 handle the buildings and the ordinance distance 3 requirements for the buildings. It's also the higher 4 portion of the site and the lower portion of the site 5 is where the drainage facilities go in the west. 6 In addition, in that development portion 7 of the property there are pockets of slopes in excess 8 of 15 percent, that run through that northern portion 9 and are just unavoidable. 10 So it's a combination of the SWERPA 11 buffer, the slopes in excess of 15 percent, and the 12 natural topography that requires variances to achieve 13 the 80 units permitted in the Settlement Agreement 14 and failure to grant many of these variances would 15 run counter to the Settlement Agreement, which 16 includes the site plan as an exhibit, and reduce the 17 number of units -- that either reduce the number of 18 units that Hovnanian can produce or make them less 19 desirable. 20 Now, with regards to these individual 21 variances, the first one that I think is on Plate 33, 22 there's the rear and side yard setback requirement. 23 You have a combined setback and buffer 24 requirement of 75 feet on this site because it's in 25 affordable housing zone next to other properties that</p>	<p style="text-align: right;">161</p> <p>1 it's very nice with the facades being broken up with 2 architectural features and again that variance is 3 dictated by the constraints of the land and the need 4 to yield 80 units per the Settlement Agreement. 5 The applicant needs relief for the 6 height of the retaining walls and ornamental fence 7 combination. I don't believe it's actually a 8 variance because that standard is not in your zoning 9 ordinance. I think it would be either -- you might 10 call it a design waiver, you might call it an 11 exception, but whatever you call it, the need for the 12 walls and their height is absolutely necessary based 13 on the location of that required SWERPA buffer and 14 the location of the slopes on the property. The 15 walls are absolutely necessary to level off the site 16 in order to construct the buildings, road and parking 17 areas, and given the need to build within the 18 constrained area, there's really not enough distance 19 between improvements to achieve the required grade 20 without the use of the retaining walls. 21 There's another area of the site where 22 the applicant intrudes into that 75 foot setback 23 buffer requirement and that's on the western portion 24 of the site where the applicant's putting the 25 detention basin and the access path and secondary</p>

<p style="text-align: right;">162</p> <p>1 access and the retaining wall and part of the road. 2 And again, the facilities are down there because of 3 the constrained portion of the site and the fact that 4 the housing has to be up at the higher elevation and 5 the basin and the access path have to be located at 6 the lower elevations. 7 The parking and the retaining wall also 8 must be located in this area to accommodate a 9 secondary emergency access and an internal road to 10 serve all the homes, and the proposed location of 11 these facilities is absolutely essential to the 12 proposed inclusionary development. 13 As you heard Ms. Ruskan say, the 14 buildings have been moved further away from Upper 15 Saddle River Road and the Serrell Drive property line 16 than required by the ordinance. And, as a result of 17 that, instead of a 30 foot setback from an internal 18 road, there are a couple of locations where only 25 19 feet is proposed. And again it's because of the 20 constraints of the land, the desire to move these 21 buildings away from the existing homes in the area. 22 It also helps reduce the height of the retaining wall 23 and the Settlement Agreement anticipates the relief. 24 With regards to the height, again 25 Hovnanian meets the 35 foot requirement, it doesn't</p>	<p style="text-align: right;">164</p> <p>1 So, to summarize what the (c)(1) 2 variance is, each one is a result of the physical 3 constraints of the property including the required 4 SWERPA buffer, the shape of the property and the 5 slopes in excess of 15 percent that limit the 6 developable area of the property. The strict 7 application of the ordinance, will result in a much 8 reduced yield and would be contrary to the Settlement 9 Agreement which anticipates all of these variances. 10 Now, I can also qualify a lot of these 11 for the (c)(2) criteria. And (c)(2) variances can be 12 granted when the proposal advances the purposes of 13 the Municipal Land Use Law and the benefits of the 14 proposal outweigh the detriments of granting the 15 relief. 16 First, I'm going to outline the benefits 17 of each variance and then go into the benefits of the 18 proposal. 19 The benefits of the intrusion into the 20 side yard buffers allows the applicant to construct 21 the housing and infrastructure necessary to implement 22 the Settlement Agreement. The relief to allow 10 and 23 11 units in a building, to allow a three-story 24 product and a 25 foot internal road setback, allows 25 the applicant to concentrate the development on the</p>
<p style="text-align: right;">163</p> <p>1 meet the story requirement. Because the stacked 2 townhomes count as three stories and the ability to 3 finish off the basements in the traditional homes 4 would make those a three-story development. But the 5 stacked townhomes is an efficient way to develop the 6 constrained site. It allows two homes to be built 7 within the footprint of what would typically be a 8 single traditional townhome. Product allows 9 Hovnanian to build more housing onsite. It does 10 require relief from the two-story requirement but 11 complies to the 35 foot requirement and denial of 12 this variance would significantly reduce the yield of 13 the site. 14 There's a requirement in the ordinance 15 that precludes the disturbance of slopes in excess of 16 15 percent. This property is 16.87 acres. 3.34 of 17 those acres have slopes of 15 percent or more. K. 18 Hovnanian has tried to avoid them, but they are 19 disturbing 1.65 acres, which is less than in the 20 previous application but still about half of the 21 slopes involved. The slopes run all through the 22 developable portion of the property and really can't 23 be avoided and strict application of this ordinance 24 would severely limit the amount of housing that could 25 be built on the site.</p>	<p style="text-align: right;">165</p> <p>1 site, create sufficient units on the site to 2 implement the Settlement Agreement. It allows 3 Hovnanian to create more open space along the 4 periphery of the site and disturb less slopes on the 5 site and also to reduce the height of the retaining 6 walls. The relief for the height of the retaining 7 wall and fence combination allows the applicant to 8 rope off the site, provide the necessary parking and 9 roads and still provide more space between the 10 townhomes and the surrounding single-family homes. 11 The relief from the slope requirement, 12 frankly allows the inclusionary development to be 13 constructed because the areas of those 15 percent 14 slopes run throughout the developable portion of the 15 site and it's just not possible to avoid them. 16 With regards to the 6-foot privacy 17 fence, as opposed to the 4-foot that's required by 18 the ordinance, the extra 2 feet provides better 19 privacy for people who are trying to enjoy their 20 patios behind the townhomes and I find that that 21 would be a better zoning alternative than 4 feet. 22 Similarly, the 8-foot fence around the Dumpster 23 provides better screening than a 4-foot fence and I 24 find that would be a better zoning alternative. 25 With regards to the proposal to allow</p>

<p style="text-align: right;">166</p> <p>1 for an extra bathroom downstairs or finish that 2 basement, it adds value to those homes and to the 3 community, they are consistent with the Settlement 4 Agreement that anticipates walkout and full 5 basements. They are improvements that I think would 6 be expected in a high-end townhome and they are 7 internal features that aren't going to be noticeable 8 from the street and aren't going to have a negative 9 impact on the surrounding area.</p> <p>10 One of the -- the variance that's not 11 listed up there, and I guess it's a variance, the 12 relief from the set-aside requirement which we had, 13 which in the previous application was 20 percent and 14 as a result of the Settlement Agreement is 7 and 1/2 15 percent. And the benefit -- that has major benefits 16 in terms of the Settlement Agreement, it makes it 17 possible to decrease the density on the site; it 18 makes it possible to move the buildings farther from 19 existing single-family homes along Upper Saddle River 20 Road and Serrell Drive; it makes it possible to lower 21 and eliminate retaining walls; and it helps end 22 costly litigation and helps expedite the production 23 of necessary housing.</p> <p>24 In addition, pursuant to the court case, 25 called Pullen v. South Plainfield, the board should</p>	<p style="text-align: right;">168</p> <p>1 litigation.</p> <p>2 I find that the proposal advances 3 various purposes of the Municipal Land Use Law, 4 including Purpose A, which is, encourage the 5 appropriate use of land; Purpose E, which is to 6 promote the establishment of appropriate population 7 densities; and Purpose G, which is to provide 8 sufficient space in appropriate locations for a 9 variety of residential uses.</p> <p>10 If you read all three of those, from 11 front to back in the Municipal Land Use Law, there 12 are two main thoughts. One involves the appropriate 13 use of land and one involves a benefit to New Jersey 14 citizens. The planning board and the governing body 15 have determined that this site is an appropriate use 16 of land by including it in its housing element on 17 various occasions, so this use at greater density, 18 recommending a greater density on the site, in the 19 master plan and signing the Settlement Agreement that 20 promotes the 80 units as being proposed tonight.</p> <p>21 The public benefits from the relief: 22 Because the site helps the borough address its second 23 round housing obligation; the neighbors in the area 24 benefit from a development with less density that 25 will generate less traffic. Also, since no</p>
<p style="text-align: right;">167</p> <p>1 consider the benefits of the entire proposal rather 2 than only the benefits of individual variances and 3 the benefits of this proposal are clear in that it 4 includes affordable housing, which is an inherently 5 beneficial use, the density is less than was 6 recommended in the 2008 master plan which recommended 7 six to eight units per acre. The density is less 8 than the current ordinance, which provides for six 9 units -- allows six units per acre, and the density 10 here is 4.74 units per acre.</p> <p>11 Another benefit of this proposal is the 12 applicant hasn't proposed any development on the 13 portion of the site designated as open space in the 14 2008 master plan which is now on Lot 7. The 15 selection of the site is consistent with your housing 16 element which designates this site as an affordable 17 housing site. It's consistent with the state plan 18 which encourages development in areas such as this 19 which are in a Planning Area 1, and Planning Area 1 20 is a preferred location for affordable housing 21 pursuant to those rulings.</p> <p>22 The affordable units are an integral 23 part of your housing element to address your second 24 round housing obligation and again another benefit of 25 the entire proposal is that it helps end cost of</p>	<p style="text-align: right;">169</p> <p>1 development is proposed, at this time, on the portion 2 of the site that has been designated for open space, 3 this proposal advances the purposes of the Municipal 4 Land Use Law involving the preservation of open 5 space.</p> <p>6 With regards to the negative criteria, 7 for both the (c)(1) and the (c)(2), I find no 8 substantial detriment to the public good. I think 9 looking at the big picture, the public good of this 10 proposal is overwhelmingly positive. It helps the 11 borough address its housing obligation, it allows the 12 proposed traditional townhouse to be moved further 13 away from Serrell Drive and from Upper Saddle River 14 Road, 15 to 18 feet, as I recall. Ms. Ruskan's 15 testimony, it allows the traditional townhome around 16 the periphery of the site, which is not as high as 17 the stacked townhome; it allows the elimination of 18 the retaining wall in back of Buildings 2 and 9 and 19 the reduction in height of the retaining wall around 20 Building 1; and it allows Hovnanian to use the slopes 21 in a better way, through the use of walkout 22 basements; as well as ending the cost of litigation.</p> <p>23 In terms of the impact of each variance, 24 I find that there's no negative impact regarding the 25 intrusion of Buildings 10 and 11. The adjacent</p>

<p style="text-align: right;">170</p> <p>1 property is wooded and over 150 feet deep. Hovnanian 2 is not only providing landscaping but Hovnanian and 3 the adjacent property owner has agreed to a 30.56 4 foot buffer within 75 foot setback. So I find 5 there's no negative impact on the surrounding 6 properties.</p> <p>7 With regards to the units in the 8 building, yes, Hovnanian is putting in more units in 9 the building than are permitted, but it easily 10 complies with the length of the building requirement, 11 which is 200 feet, and the maximum length of these 12 buildings are 134 feet.</p> <p>13 In terms of the impact of putting more 14 units in the building, the applicant has provided 15 nice -- what the board seems to approve of in terms 16 of architectural treatments, it's provided plenty of 17 parking, and frankly, when you look at the ordinance, 18 there's nothing magical about the number of units in 19 a building. This zone would allow Hovnanian to place 20 12 units in a building if it were a different housing 21 type, an apartment building. Again the detriment to 22 existing single-family homes in the area is even less 23 than the prior proposal because the buildings along 24 the periphery of the development actually comply with 25 the number of units in building requirement as does</p>	<p style="text-align: right;">172</p> <p>1 structures, if you think about it, are either at 2 grade or just about above grade or below grade, they 3 are hardly going to be visible and I see no 4 substantial detriment associated with any of them.</p> <p>5 In terms of the impact of the setback 6 from internal streets, the encroachment is due 7 basically to a desire to try to move the buildings 8 further away from the existing homes on Serrell Drive 9 and Upper Saddle River Road. The minimum setback of 10 25 feet is more than enough for a driveway and it's 11 consistent with the Residential Site Improvement 12 Standards and if you look at the variance plan, even 13 though the setback varies from 30 to 25 feet, the 14 setbacks of the townhomes are in a fairly uniform 15 line. Again I see no negative impact associated with 16 that.</p> <p>17 With regards to the height, again it's 18 for the number of stories. Hovnanian complies with 19 the 35 foot requirement. I find, you know, since the 20 applicant's conforming to the 35 feet, the impact to 21 the proposed buildings are no greater than a 22 conforming building. The impact to the surrounding 23 single-family homes is even less than the original 24 proposal because the traditional townhomes nearest 25 Upper Saddle River Road and Serrell Drive have the</p>
<p style="text-align: right;">171</p> <p>1 Building 6. 2 In terms of the height of the wall and 3 vents combination, the walls are safe, the fences are 4 above the walls to prevent the children from climbing 5 over them. Their visual impact in each case would be 6 mitigated by landscaping or an existing treeline.</p> <p>7 With regards to the height of the 8 privacy fence, the extra 2 feet is really necessary 9 to provide the privacy I think that people would want 10 to enjoy their patios. I find no negative impact 11 associated with them, nor any negative impact 12 associated with the extra height to totally screen 13 the Dumpsters.</p> <p>14 In terms of the impacts of the intrusion 15 into the buffer area for -- in the western portion of 16 the site, the emergency access is approximately 90 17 feet from the nearest house and there's an existing 18 treeline that screens the proposed access from the 19 nearest dwelling. The access path and the proposed 20 basin are about 200 feet -- 250 feet from the nearest 21 home, they are behind a treeline, and an existing 22 stonewall. Retaining wall is about 6 feet high at 23 its closest point to the nearest home, which is 140 24 feet away, and it's going to be landscaped and be 25 behind an existing treeline. And all these</p>	<p style="text-align: right;">173</p> <p>1 outward appearance of a two-story structure and they 2 really are except for finishing off that basement. 3 They are consistent with the Settlement Agreement and 4 anticipates walkout and full basements. They look 5 exactly as contemplated in the attachment to the 6 Settlement Agreement and the buildings have been 7 moved further back from the property line than 8 required by ordinance. Ability to create a 9 downstairs bathroom and finish off the basement has a 10 positive impact on the consumers and on the community 11 because it adds value to the homes. They are 12 improvements that would be expected in a high-end 13 townhome and they are internal features that do not 14 have a negative impact on the surrounding area.</p> <p>15 With regards to the stacked townhomes, 16 the three stories are concentrated in the middle of 17 the site, away from existing homes; they are 18 necessary to build the 80 units anticipated by the 19 Settlement Agreement; stacked townhomes are 20 specifically mentioned in the Settlement Agreement; 21 and there's no substantial negative impact associated 22 with them.</p> <p>23 What regards to the slopes, the 24 discernments of the slopes, they are unavoidable and 25 Hovnanian has mitigated the impact of disturbance</p>

<p style="text-align: right;">174</p> <p>1 with its soil erosion, landscaping and stormwater 2 management plans. With regards to the impacts of 3 reduction of the set-aside, it again is anticipated 4 by the Settlement Agreement, the reduction of the 5 set-aside makes it possible to reduce the density, 6 increase the distance between the proposed buildings 7 and the homes on Upper Saddle River Road and Serrell 8 Drive, it makes it possible to lower the retaining 9 walls, it ends the cost of litigation and, in 10 addition, the court has determined, in approving the 11 Settlement Agreement, that the reduction in the 12 set-aside is fair to low and moderate income 13 households.</p> <p>14 With regards to the impact on the zone 15 plan, I find that there's no substantial detriment 16 because the use and the density are permitted now; 17 the density is less than recommended in the master 18 plan; this site has been included in your housing 19 element. In fact, I think your zone plan would be 20 strengthened by this development because it helps us 21 address your affordable housing obligation and makes 22 you less vulnerable to litigation. And this -- and 23 the governing body has shown support for this 24 Settlement Agreement by agreeing to amend the zone 25 plan if the board grants an approval and it's</p>	<p style="text-align: right;">176</p> <p>1 Exhibit 2. 2 (Whereupon, Exhibit B-2 received and 3 marked into evidence.) 4 Mr. Preiss, would you like to give us an 5 overview? 6 MR. PREISS: Yes, Mr. Chairman. 7 As a matter of fact, most of the review 8 letter was descriptive, it provided the board with 9 the background information, tried to summarize, in as 10 brief as possible, as to what the applicant was 11 proposing. I did have some questions related to 12 architecture, which have already been answered. I 13 enumerated the variances and waivers that were 14 required. And related to the fence height for the 15 areas around the patio and the refuse area, which 16 have been addressed. 17 In conclusion, I made the board aware of 18 the proofs required under the Municipal Land Use Law 19 and requested that the applicant provide testimony 20 with regard to that, which they have done tonight. 21 Mr. Bernard has gone through a very thorough analysis 22 of each of those variances and I think given the 23 board all of the necessary proofs that were required. 24 The only question I had, and this is for 25 the applicant, I just wanted to confirm the bedroom</p>
<p style="text-align: right;">175</p> <p>1 appealed. 2 So, in conclusion, I find the site is 3 part of the borough's response to its affordable 4 housing obligation. COAH has found that 5 municipalities must cooperate in granting reasonable 6 variances to enable as many affordable housing units 7 to be built as possible. I find that each of the 8 requested variances are reasonable. I find that many 9 of the variances are necessary based on the physical 10 characteristics of the site. I find that the 11 benefits of the variances and the proposal far 12 outweigh any perceived detriments associated with the 13 relief and that there's no substantial detriment to 14 the public good or to the zone plan. 15 The proposed plan before you tonight 16 includes less units, less variances, more space 17 between proposed and existing units, reduced 18 retaining walls, separation of the garage areas and 19 the play areas, and I would urge the board to grant 20 the relief. 21 CHAIRMAN DePINTO: Ms. Chesler. 22 MS. CHESLER: I have no questions. 23 CHAIRMAN DePINTO: I'm going to offer as 24 an exhibit, a Technical Review Letter, prepared by 25 Richard Preiss, dated January 13, as B-2, Board</p>	<p style="text-align: right;">177</p> <p>1 and income distribution for the six low and moderate 2 income units for the resolution. Just going back to 3 the settlement, the settlement indicated one 4 one-bedroom unit, three two-bedroom units, and two 5 three-bedroom units. Is that what's being proposed? 6 MS. CHESLER: There was no one-bedroom 7 units, didn't pay to do it so we made those 8 two-bedrooms and that's consistent with the COAH 9 regs. 10 MR. PREISS: So you have four 11 two-bedroom and three two-bedroom units; is that 12 correct? 13 MS. CHESLER: Yes. I'm sorry, say that 14 again. 15 MR. PREISS: Four two-bedroom units. 16 MS. CHESLER: And two three-bedroom. 17 MR. PREISS: And two three bedroom 18 units? 19 MS. CHESLER: Yes. 20 MR. PREISS: And in terms of income 21 distribution, 50 percent low, 50 percent moderate? 22 MS. CHESLER: Whatever the regs are, 23 yeah. 24 MR. PREISS: I would find that to be 25 acceptable, Mr. Chairman.</p>

<p style="text-align: right;">178</p> <p>1 CHAIRMAN DePINTO: Thank you, 2 Mr. Preiss. You heard Mr. Bernard's testimony and 3 more specifically with regard to that question of 4 permitting a full bath or half bath on that ground 5 floor. What is your opinion? 6 MR. PREISS: Just based on my experience 7 in this kind of case, I have not seen, in the towns 8 that I've represented, any homeowner really having 9 any basis to rent out that unit or create an 10 accessory apartment within the unit. The only 11 circumstances where I could see that happening is 12 perhaps where somebody would have small children or 13 an elderly person that they'd want to have a 14 caregiver or a housekeeper stay in that unit on an 15 overnight basis but not on sort of a permanent basis. 16 I think where you have that problem is 17 where you get older, larger single-families where, 18 you know, people begin to -- after the kids move out 19 they want an extra source of income and that's where 20 I think you have that kind of situation. In this 21 kind of newer, upscale townhouse unit, having the 22 full bath I don't think would motivate anybody to 23 convert that to an illegal apartment. So I don't see 24 that as a substantial risk. 25 CHAIRMAN DePINTO: Very good, thank you.</p>	<p style="text-align: right;">180</p> <p>1 to make sure when this case came up and -- on your 2 Web site, it wasn't changed on the Web site. 3 MR. REGAN: I don't recall the board 4 reviewing it. 5 MR. VOGT: So we don't allow 6-foot 6 fences as a screening between patios? 7 MR. PREISS: No. 8 MR. LINTNER: We were anti 6-foot fence 9 but didn't the ordinance change? Because when 10 Serrell was built, that's when all the 6-foot fences 11 went up for certain applications. 12 MR. TEAGNO: We got too many variance 13 requests. 14 MR. HIPOLIT: At one point, Ray Dressler 15 had a proposed ordinance with diagrams. 16 MR. LINTNER: Right. 17 MR. HIPOLIT: I don't know if it was 18 ever adopted though. 19 MR. VOGT: So be it. That's it, thank 20 you. 21 MR. WEBBER: No questions. 22 CHAIRMAN DePINTO: And I have no 23 questions of Mr. Bernard, just to compliment you on 24 an excellent presentation for the board. 25 Ms. Chesler, with respect to the</p>
<p style="text-align: right;">179</p> <p>1 Questions of either Mr. Bernard or 2 Mr. Preiss? Starting with Mr. Lintner. 3 MR. LINTNER: No questions, 4 Mr. Chairman. 5 CHAIRMAN DePINTO: Thank you. Mrs. 6 Solomon. 7 MS. SOLOMON: No questions, 8 Mr. Chairman. 9 CHAIRMAN DePINTO: Mrs. Cudequest. 10 COUNCILWOMAN CUDEQUEST: No questions, 11 Mr. Chairman. 12 CHAIRMAN DePINTO: Mr. Teagno. 13 MR. TEAGNO: No questions. 14 CHAIRMAN DePINTO: Mr. Culhane. 15 MR. CULHANE: No questions. 16 CHAIRMAN DePINTO: Mr. Fette. 17 MR. FETTE: No questions, Mr. Chairman. 18 CHAIRMAN DePINTO: Mr. Vogt. 19 MR. VOGT: Yes, I do have a question. 20 In the fences between the patios, didn't we change 21 our ordinance to 6-foot fences rather than 4-foot 22 fences? 23 MR. PREISS: I'm not aware of that. 24 MS. CHESLER: I don't want to speak for 25 the borough but I did check it on your computer just</p>	<p style="text-align: right;">181</p> <p>1 witnesses you presented this evening, I think they 2 have each done an excellent job in presenting 3 something that was a difficult application to deal 4 with, I'm sure, given the history of this application 5 before the board. They have all done a fine job. 6 I believe we have -- I guess we have to 7 open it up to the public. I think we still have the 8 issue of the bathrooms that we have to deal with. 9 MR. TEAGNO: Mr. Chairman, may I ask two 10 questions? 11 CHAIRMAN DePINTO: Sure. 12 MR. TEAGNO: I'm not sure who to direct 13 this to. If I look at pages 8 and 9 of your exhibit, 14 it appears that the only basements that would be 15 affected by this would be in the Princeton units and 16 the Radford units in Buildings 1, 2, and 9; is that 17 correct? It's not correct? 18 MR. BROSSEAU: It would be all. 19 MR. TEAGNO: I'm saying with an outside 20 entrance. 21 MR. LIPANOVSKI: Buildings 1, 2, and 9. 22 MR. TEAGNO: So that's 12 units. And 23 according to your plans, which are typical, for an 24 end unit, you show an optional full bath in the 25 Princeton units. And for the Radford units you show</p>

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1 an optional half bath.
 2 Are you saying now that the half bath in
 3 the Radford can become a full bath?
 4 MR. LIPANOVSKI: Yes, our intention is
 5 to offer --
 6 MR. TEAGNO: It doesn't look like
 7 there's room on the plan with all the uses in
 8 there --
 9 MR. LIPANOVSKI: Are you looking at page
 10 9?
 11 MR. TEAGNO: Page 9.
 12 MR. LIPANOVSKI: Yes, we would just go
 13 to the right of where the existing optional bank is
 14 noted. It's an additional 3 feet.
 15 MR. TEAGNO: You think that's
 16 sufficient?
 17 MR. LIPANOVSKI: Yes, because we built
 18 it in other locations.
 19 MR. TEAGNO: I'm curious as to what you
 20 think your competition is in this area, that you'd be
 21 at a competitive disadvantage?
 22 MS. CHESLER: Generally, from New
 23 Jersey, which is that people have this expectation,
 24 they like bathrooms, they like features which were
 25 not standard in all of their homes.

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1 MR. BROUSSEAU: Single-family homes would
 2 be competition in the residential resale market in
 3 the Bergen County area.
 4 MS. CHESLER: This is Randy Brosseau
 5 speaking, who is area president and would be in
 6 charge of marketing. I don't know if you need him
 7 sworn in to answer a question.
 8 MR. TEAGNO: No. My point is that the
 9 units that are affected with an outside entrance to
 10 the basement, that could have an optional full bath
 11 in the basement, already have three-bedrooms and two
 12 full baths on the second floor. I'm wondering -- and
 13 a half bath on the first floor.
 14 So I'm wondering, why would I go all the
 15 way down to the basement, if my clothes and
 16 everything else that I need when I take a bath or a
 17 shower are on the second floor, when I already have
 18 two bathrooms I could use.
 19 MR. VOGT: Water pressure.
 20 MR. TEAGNO: I don't know what the
 21 demand is and if we need to have somebody take a bath
 22 or shower on a regular basis where I'd want to invest
 23 money into a full bath, instead of a half bath in the
 24 basement, then I must be using that as a bedroom.
 25 MS. CHESLER: I don't think they can --

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1 they can't be used as a bedroom, certainly legally.
 2 MR. TEAGNO: Yes, if they had a closet.
 3 You don't have to build a closet, you can put in a
 4 portable.
 5 MR. BROUSSEAU: You can have guests over
 6 or your parents would come over or friends stay the
 7 night or something like that.
 8 MR. TEAGNO: Which would give it a bed.
 9 CHAIRMAN DePINTO: I think we are going
 10 to have to swear in Mr. Brosseau.
 11 R A N D Y B R O S S E A U, having been duly sworn,
 12 testifies as follows:
 13 CHAIRMAN DePINTO: For the record,
 14 advise us as to your position with the company?
 15 THE WITNESS: Area president.
 16 CHAIRMAN DePINTO: Mr. Teagno, ask your
 17 question.
 18 MR. TEAGNO: So, you do think that use
 19 for this bathroom would be for --
 20 THE WITNESS: An occasional overnight
 21 guest.
 22 MR. TEAGNO: In which case this might be
 23 used as a bedroom?
 24 THE WITNESS: Potentially I suppose.
 25 MR. TEAGNO: I just wondered for

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1 competitive disadvantage that only 12 units out of 80
 2 that have this possibility.
 3 THE WITNESS: They'll be our most
 4 expensive units by far, so I wouldn't want to be
 5 limited as to what I could do with the space.
 6 MR. TEAGNO: Okay. I still have the
 7 same concern. I know that you don't agree with me
 8 but that's why we're here.
 9 CHAIRMAN DePINTO: I indicated that
 10 before we conclude this evening, I would repoll the
 11 board after hearing comments made by Ms. Chesler and
 12 her request that the board back off from its
 13 position. I'm going to start with Mr. Teagno at this
 14 point.
 15 Mr. Teagno, you've heard all of the
 16 arguments in support of allowing for a full bath on
 17 that lower level. What is your position, full or
 18 half?
 19 MR. TEAGNO: I don't see a need for
 20 anything more than a half, but I suppose that would
 21 be an option that might be attractive to some people.
 22 I'm willing to go either way.
 23 CHAIRMAN DePINTO: So now we have half,
 24 full or maybe --
 25 MR. TEAGNO: My preference is still for

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1 a half, but I don't know that I want --

2 CHAIRMAN HOLTZMAN: Let's move from

3 there. Mr. Culhane.

4 MR. CULHANE: Same vote: Maybe.

5 CHAIRMAN DePINTO: Mr. Fette.

6 MR. FETTE: No doubt, half bath.

7 CHAIRMAN DePINTO: Mr. Vogt.

8 MR. VOGT: I think we are all in the

9 same boat, since we voted for a half bath, but if

10 this is a marketing issue I could go either way and I

11 would at this point go with the applicant's full

12 bath.

13 CHAIRMAN DePINTO: Mr. Webber.

14 MR. WEBBER: It's difficult to answer.

15 If we could guarantee some way that it wouldn't be

16 used as a rental, I could see the marketing approach

17 to it as a full bath. But unless we have some

18 language in the resolution, I would stay with my half

19 bath only.

20 MR. REGAN: It's easy to put in the

21 resolution, I already have that down as a condition.

22 Absolutely can do that.

23 MR. WEBBER: As long as it's teeth that

24 can be enforced, I would say fine.

25 MR. REGAN: It can be enforced.

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1 MS. CHESLER: If I put language in the

2 POS and maybe even in the deeds as a deed notice to

3 help to highlight it, would that be at all helpful or

4 address some of the concern?

5 MR. REGAN: POS, deed, Developer's

6 Agreement, the language will be there. I'm not

7 worried about the language.

8 MS. CHESLER: I can put in a special

9 risk, something which really highlights it.

10 MR. REGAN: That's fine.

11 CHAIRMAN DePINTO: Let me complete --

12 yes?

13 MR. VOGT: Mr. Chairman, wouldn't the

14 association have a say in the matter of people moving

15 in there?

16 MR. REGAN: I was whispering to the

17 chairman, it's an 80-unit development, probably going

18 to have a board of five or seven members. Everyone

19 is going to know everybody else, probably one of the

20 board members will be right down next door or right

21 down the road. If they see something like that, I

22 know if you have lived in a condominium, everybody is

23 in everybody else's business. You can't get away

24 with a lot of stuff.

25 CHAIRMAN DePINTO: Let me continue with

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1 the polling, please.

2 MR. WEBBER: I would say I would be okay

3 with a full bath.

4 MR. LINTNER: Just a little side

5 question for Mr. Fette. The basement area is not

6 sprinklered, correct? You're not sprinkling the

7 basement? No fire sprinklers in the basement?

8 MR. LIPANOVSKI: The entire building is

9 sprinklered.

10 MR. LINTNER: As far as I'm concerned,

11 if there's any plugging in downstairs it can be

12 changed to anything anyone wants, so if you say no

13 full bath and the owner comes in and wants to sneak a

14 full bath in there, you're not going to stop him.

15 So I don't see any reason why we should

16 limit it to half bath only and I'm fine with the full

17 bath. I would be okay with strongly where it is.

18 CHAIRMAN DePINTO: Restricting it to

19 half bath?

20 MR. TEAGNO: To restricting it to no --

21 yes.

22 CHAIRMAN DePINTO: With respect to half

23 bath versus full bath?

24 MR. TEAGNO: I'd be okay with the full

25 bath. If there's no renter, I'm okay with the full

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1 bath.

2 CHAIRMAN DePINTO: I think we should

3 take Mrs. Chesler's recommendation with regard to the

4 special risks associated with it. I think recording

5 it in the deed, putting it in DCA docs associated

6 with the project, including it in the resolution and

7 in the event there was a violation, Mr. Fette not

8 only has the strength of the zoning by which would

9 only permit the single-family occupancy of a unit,

10 but that backed up by the other documentation, I

11 think is the best we can do.

12 So, therefore, I believe that would be

13 the appropriate course of action, not to hamper the

14 developer from infringing upon the marketability of

15 the unit but also be sensitive to the borough's

16 concern and see if we can nip it right in the bud

17 from day one before these people buy. If that's

18 found acceptable by the board members, I think we

19 should leave it at that.

20 With that said, for the record, the

21 chair will entertain a motion to open to the public.

22 MR. VOGT: So moved.

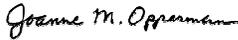
23 MR. CULHANE: Second.

24 CHAIRMAN DePINTO: Mr. Vogt, Mr.

25 Culhane. All in favor? Anyone from the public?

190	<p>1 Close the meeting to the public.</p> <p>2 MR. TEAGNO: So moved.</p> <p>3 MR. CULHANE: Second.</p> <p>4 CHAIRMAN DePINTO: All in favor?</p> <p>5 Ms. Chesler, summation.</p> <p>6 MS. CHESLER: In light of the hour, my</p> <p>7 summation is going to be thank you very much for your</p> <p>8 attention and I don't think it's fair to keep people</p> <p>9 any later, you've been very kind to stay.</p> <p>10 CHAIRMAN DePINTO: Just one point. In</p> <p>11 order to get a resolution from Mr. Regan's office,</p> <p>12 it's a question of when the transcript will be</p> <p>13 available for him, 'cause he will be relying upon it.</p> <p>14 The transcript, when can we expect a copy of that</p> <p>15 transcript?</p> <p>16 (Whereupon, a discussion is held off the</p> <p>17 record.)</p> <p>18 CHAIRMAN DePINTO: Further discussion?</p> <p>19 Hearing none, because of the size of</p> <p>20 this type of application, I'm going to poll one last</p> <p>21 time on deliberations. I'm going to start with Mr.</p> <p>22 Culhane.</p> <p>23 Mr. Culhane, your comments in general</p> <p>24 and then we'll move to request the board attorney to</p> <p>25 prepare a resolution either of approval or denial.</p>	192	<p>1 halfway through. But based upon your desire to have</p> <p>2 reduced quantity of housing and certainly with what</p> <p>3 they presented tonight, it seems like it's a very</p> <p>4 favorable thing to move forward with.</p> <p>5 CHAIRMAN DePINTO: Mrs. Solomon.</p> <p>6 MS. SOLOMON: All I have to say is that</p> <p>7 it seems like a pretty well-thought-out proposal that</p> <p>8 took into consideration any concerns that were</p> <p>9 previously brought up.</p> <p>10 CHAIRMAN DePINTO: Thank you.</p> <p>11 Mrs. Cudequest.</p> <p>12 COUNCILWOMAN CUDEQUEST: I'm going to</p> <p>13 echo what Mr. Webber said. I wasn't here for the</p> <p>14 others, thank goodness, and I think everything was</p> <p>15 presented really well tonight, so...</p> <p>16 CHAIRMAN DePINTO: And Mr. Teagno.</p> <p>17 MR. TEAGNO: I think it was a</p> <p>18 great-looking project, wonderful architecture, I love</p> <p>19 the look of the building and I like the fact that</p> <p>20 you've got some space and I think it's very well</p> <p>21 done.</p> <p>22 CHAIRMAN DePINTO: Contrary to what</p> <p>23 others may think, I don't think those 38 or 39</p> <p>24 meetings were a waste of time, I think the end result</p> <p>25 is the proof that it wasn't a waste of time. I think</p>
191	<p>1 Your general comments.</p> <p>2 MR. CULHANE: General comments: Much</p> <p>3 improved plan from what we had before. I don't want</p> <p>4 to go into anymore detail, that's it.</p> <p>5 CHAIRMAN DePINTO: Mr. Fette.</p> <p>6 MR. FETTE: I agree. I remember one</p> <p>7 major issue was the number of units way back when and</p> <p>8 the applicant was not budging on that issue and that</p> <p>9 obviously has since changed and I think it's a marked</p> <p>10 improvement, I really do.</p> <p>11 CHAIRMAN DePINTO: Mr. Vogt.</p> <p>12 MR. VOGT: Absolutely, a much better</p> <p>13 plan than the one we had before, last year or two</p> <p>14 years ago, whenever it was, and the speed we went</p> <p>15 through this application today and yesterday is</p> <p>16 remarkable when you compare it with the 32 meetings.</p> <p>17 MR. REGAN: Thirty-nine. I think all</p> <p>18 the professionals, the applicant brought in tonight,</p> <p>19 they were all excellent.</p> <p>20 CHAIRMAN DePINTO: Mr. Webber.</p> <p>21 MR. WEBBER: Since I got to skip the</p> <p>22 first 38, this was a slam dunk. I think it was</p> <p>23 great.</p> <p>24 MR. LINTNER: I don't know the whole</p> <p>25 application because Mr. Teagno and I stepped in</p>	193	<p>1 that we wound up with a better project for the</p> <p>2 borough. Quite frankly, in my humble opinion, I</p> <p>3 think it would be a better project for the applicant</p> <p>4 as well, and most importantly, I think this has a far</p> <p>5 less impact on the surrounding properties and that's</p> <p>6 really our primary charge, in my opinion. Let's</p> <p>7 protect all the property owners with new development</p> <p>8 such as this.</p> <p>9 So I applaud you. This is a lot closer</p> <p>10 to what the borough had wanted all along and I'm</p> <p>11 happy to see it at this point.</p> <p>12 With that said, the chair will entertain</p> <p>13 a motion to request the board attorney to prepare a</p> <p>14 resolution of approval. Anyone care to make that</p> <p>15 motion?</p> <p>16 MR. LINTNER: So moved.</p> <p>17 MR. VOGT: Second.</p> <p>18 CHAIRMAN DePINTO: Mr. Lintner. Second,</p> <p>19 I believe Mr. Vogt. Discussion on the motion?</p> <p>20 Hearing none, roll call vote, please.</p> <p>21 MADAM SECRETARY: Mr. Culhane.</p> <p>22 MR. CULHANE: Yes.</p> <p>23 MADAM SECRETARY Ms. Cudequest.</p> <p>24 COUNCILWOMAN CUDEQUEST: Yes, as long as</p> <p>25 the safety issue will be addressed.</p>

1 CHAIRMAN DePINTO: That will be a
 2 condition in the resolution as per the polling. It
 3 will be addressed.
 4 COUNCILWOMAN CUDEQUEST: Okay.
 5 CHAIRMAN DePINTO: It will be addressed
 6 in the resolution.
 7 COUNCILWOMAN CUDEQUEST: Okay, then it's
 8 a "Yes."
 9 MADAM SECRETARY: Mr. Webber.
 10 MR. WEBBER: Yes.
 11 MADAM SECRETARY: Mr. Lintner.
 12 MR. LINTNER: Yes.
 13 MADAM SECRETARY: Mr. Teagno.
 14 MR. TEAGNO: Yes.
 15 MADAM SECRETARY: Mr. Vogt.
 16 MR. VOGT: Yes.
 17 MADAM SECRETARY: Mr. Fette.
 18 MR. FETTE: Yes.
 19 MADAM SECRETARY: Ms. Solomon.
 20 MS. SOLOMON: Yes.
 21 MADAM SECRETARY: Chairman DePinto.
 22 CHAIRMAN DePINTO: Yes.
 23 (Whereupon, the proceedings are
 24 adjourned at 12:30 a.m.)
 25

1 CERTIFICATE
 2
 3
 4 I, JOANNE M. OPPERMANN, a Certified
 5 Court Reporter and Notary Public of the State of New
 6 Jersey, do hereby state that the foregoing is a true
 7 and accurate transcript of my stenographic notes of
 8 the within proceedings, to the best of my ability.
 9
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 11  
 12
 13 JOANNE M. OPPERMANN, C.C.R.
 14 License No. XI01435
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