

PLANNING BOARD  
BOROUGH OF MONTVALE  
COUNTY OF BERGEN

-----X  
BLOCK 3302, LOT 1 :  
HORNROCK PROPERTIES MPR, LLC :  
One Sony Drive :  
-and- :  
Also designated on the Borough of:  
Park Ridge tax map as Block 301, :  
Lot 1, preliminary site plan :  
-----X

Tuesday, April 16, 2019  
Council Chambers  
12 Mercedes Drive  
Montvale, New Jersey  
Commencing 7:45 p.m.

B E F O R E:

- JOHN DePINTO, CHAIRMAN
- FRANK STEFANELLI, VICE CHAIRMAN
- JOHN CULHANE
- ROSE CURRY, COUNCIL MEMBER
- JIMMY D'AGOSTINO
- MICHAEL N. GHASSALI, MAYOR
- WILLIAM LINTNER
- MAGGIE O'NEILL, absent
- DANTE TEAGNO
- ROBERT ZITELLI

- ROBERT REGAN, BOARD ATTORNEY
- ANDREW HIPOLIT, BOROUGH ENGINEER
- JEFFREY FETTE, CONSTRUCTION CODE OFFICIAL
- DARLENE GREEN, PLANNER

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1                   CHAIRMAN DePINTO: Continued public  
2 hearing on Block 3302, Lot 1, Hornrock Properties NPR,  
3 LLC is the applicant relating to the premises  
4 designated as Block 3302, Lot 1 as depicted on the  
5 Borough of Montvale tax map being more commonly known  
6 as One Sony Drive, the property. And also designated  
7 on the Borough of Park Ridge tax map as Block 301, Lot  
8 1. It's an application for preliminary site plan  
9 approval.

10                   MR. WOLFSON: Good evening, Mr. Chairman,  
11 Board members, Board professionals. Peter Wolfson of  
12 Day Pitney on behalf of the continuation of this  
13 preliminary major site plan.

14                   CHAIRMAN DePINTO: Okay. Very good.

15                   MR. WOLFSON: Pursuant to the custom of  
16 the Board, I assume it's okay if I take a seat?

17                   CHAIRMAN DePINTO: Yes, you may.

18                   And, Mr. Wolfson, do you have any new exhibits  
19 you want to mark into evidence?

20                   Mr. Alampi.

21                   MR. ALAMPI: May I enter my appearance?

22                   Carmine Alampi on behalf of the Borough of Park  
23 Ridge.

24                   CHAIRMAN DePINTO: Very good. Thank you.

25                   MR. WOLFSON: Mr. Chairman, since we were

1 last here on March 19th we have submitted certain  
2 materials I would like to produce and hand them into  
3 the record.

4 MR. REGAN: A-26.

5 MR. WOLFSON: That's what I have. The  
6 first, although I don't know that the site plan is  
7 deemed to be marked but we did a set of revised site  
8 plans last dated April 4th. Similarly we did  
9 architectural plans April 4th.

10 MR. REGAN: They should both be marked.

11 MR. WOLFSON: Okay. So the site plans can  
12 be 26. The architecturals can be 27.

13 We submitted a tree survey dated April 4, 2019.  
14 That could be 28.

15 We submitted environmental materials first Phase  
16 1 preliminary assessment report dated February 25,  
17 2015 which will be A-29.

18 And pesticide screening report dated April 5,  
19 2019. That would be 30.

20 Storm water summary revised aim 2019. That will  
21 be A-31.

22 And storm water operation and maintenance manual  
23 revised last April 2019. That can be A-32.

24 We have additionally one exhibit tonight that  
25 another witness, Brett Skapinetz is going to use. Do

1 you want us to mark that now or when he comes up?

2 CHAIRMAN DePINTO: We'll wait.

3 MR. WOLFSON: When he comes up.

4 Additionally I would like to acknowledge receipt  
5 of certain board materials, review materials. We are  
6 in receipt of a Maser Engineering Review No. 3 dated  
7 April 12, 2019, Maser planning review No. 3 dated  
8 April 15, 2019, Montvale Fire Department review letter  
9 dated April 14, 2019, a Montvale Police Department  
10 review letter dated April 9, 2019.

11 I assume those would be marked.

12 MR. REGAN: Yeah. Do you want them marked  
13 now, Mr. Chairman?

14 CHAIRMAN DePINTO: You can mark them now.

15 MR. REGAN: I'll start with Mr. Hipolit's  
16 letter of April 12th, B-13 as the next one.

17 We have Ms. Green's letter of April 15th. That  
18 would be B-14.

19 We have the Fire Department report of 4/14, that  
20 would be B-15.

21 And, finally, the Police Department report of  
22 April 9th, will be B-16.

23 MR. WOLFSON: Mr. Chairman, I'd also like  
24 to confirm that copies of resubmission materials were  
25 provided directly to Mr. Alampi and Mr. Schettino who

1 had made an appearance on behalf of Woodcliff Lake in  
2 the past.

3 CHAIRMAN DePINTO: Thank you.

4 MR. WOLFSON: And I have some preliminary  
5 comments before I turn to the first witness.

6 CHAIRMAN DePINTO: Before you do that, I'm  
7 going to ask Mr. Regan, Mr. Regan we do have some  
8 members of the public that are here this evening and  
9 it is my understanding that this meeting is being  
10 video recorded by a member of the public that is here.

11 And, I would like for you to repeat what was  
12 said when we commenced this hearing back a few months  
13 ago as to what the Board's obligation is and the  
14 consistency of what we're doing with the settlement  
15 agreements. Why don't you remind us.

16 MR. REGAN: As the Board is aware, there  
17 was a settlement entered into with the developer,  
18 Hornrock, for a development of 185 units with an  
19 affordable set aside of 37. The settlement agreement  
20 was negotiated over quite a period of time by Borough  
21 representatives. It was incorporated into the  
22 Borough's housing element Fair Share Plan. There was  
23 also a fairness hearing and a compliance hearing  
24 conducted in Superior Court with the court approving  
25 the settlement agreement as well as the Borough's

1 housing element and Fair Share Plan.

2 So essentially we have a court approval of the  
3 settlement agreement for the 185 unit development.

4 CHAIRMAN DePINTO: So, Mr. Regan, the  
5 Board's role, more specifically relates to review of  
6 the site plan, review of what is proposed in  
7 connection with the site plan, parking spaces,  
8 placement of spaces, landscaping.

9 MR. REGAN: Drainage.

10 CHAIRMAN DePINTO: Lighting.

11 MR. REGAN: Site plan.

12 CHAIRMAN DePINTO: Drainage, things of  
13 that nature. But not with respect to the use or  
14 density of the residential use.

15 Is that correct?

16 MR. REGAN: That's part of the Borough's  
17 -- first of all, the 185 units are permitted by  
18 ordinance, the zone. AH 26 is the zoning district,  
19 essentially equates with the approved density for this  
20 site.

21 The 185 units has in fact been incorporated in  
22 the ordinance and the ordinance has been approved by  
23 the court.

24 Now the Board is still obligated to consider the  
25 site plan issues that the Chairman referred to, the

1 lighting, landscaping, drainage, so on, the usual site  
2 plan issues.

3 But the 185 units in and of itself are part of  
4 the ordinance and part of the Borough's housing  
5 element and Fair Share Plan.

6 I think there would have to be some very, very  
7 serious site plan issues to preclude, to allow a  
8 reduction of the 185 units because it's essentially  
9 part of your housing plan. The housing plan has been  
10 approved by the Court.

11 You're still obligated to address the site plan  
12 issues in the usual course and make recommendations in  
13 terms of the usual site plan issues.

14 CHAIRMAN DePINTO: Thank you. I think  
15 that's what's most important to the Board Members to  
16 fully comprehend and that is that we're not here in  
17 judgment of that density. It is permitted by  
18 ordinance. It's included in the Borough settlement  
19 agreement.

20 Our challenge is to get the plan to work as well  
21 as we can and apply the standards that we normally do  
22 apply to major developments within the Borough.

23 With that said, thank you, Mr. Wolfson.

24 MR. WOLFSON: Yes. And just as a  
25 follow-up to those comments, first just a reminder

1 that the only application at this time is for  
2 preliminary approval which means we will be back for  
3 final approval on this plan.

4 Secondly, that this plan is essentially a fully  
5 compliant plan with the zoning ordinance that was  
6 adopted and in furtherance with the settlement,  
7 accorded with your settlement.

8 There is one minor variance you heard about from  
9 Mr. Skapinetz relating to the lighting levels along  
10 the municipal boundary which is also the lot line and  
11 that can be eliminated if the Board has a problem with  
12 it. But for the reasons Mr. Skapinetz talked about in  
13 the past in terms of the safety issues and having a  
14 complete lighting plan even though their happens to be  
15 a lot line there, we think it makes sense to do that.  
16 But if the Board has a problem with that for some  
17 reason then they can tell us that.

18 At the previous hearing you heard engineering  
19 testimony from Mr. Skapinetz and architectural  
20 testimony from Mr. Minno. Mr. Minno completed his  
21 direct testimony and the cross-examination of Mr.  
22 Minno is also completed.

23 Mr. Skapinetz, the applicant's engineer and Mr.  
24 Verderese sitting next to me, the applicant's traffic  
25 expert, are here this evening to address a few

1 comments made at the previous meeting and to address a  
2 few remaining Board professional review letter  
3 comments that have not yet been addressed.

4 Another preliminary matter, a question was  
5 raised at the March hearing regarding the MLUL  
6 requirement that a building must be located on a lot  
7 abutting a street giving access to such proposed  
8 building. And the site on that requirement is NJSA  
9 40:55(d)-35.

10 The access leading into the Montvale lot could  
11 be improved to standards such that it can be dedicated  
12 as a public street. But it is unclear whether Park  
13 Ridge would want the road to be designed in such a  
14 way. We have an application, as you heard, pending  
15 before Park Ridge which is on hold until we complete  
16 this process, out of an abundance of caution because  
17 we don't know whether Park Ridge has an interest in  
18 accepting that road if it were improved to that level.

19 We will request relief from NJSA 40:55(d)-35  
20 pursuant to NJSA 40:55(d)-36 to permit the Montvale  
21 lot to be developed even though it may not abut a  
22 public street on which it can be accessed.

23 The policy concerns behind those statutes for  
24 safety and access for emergency vehicles are met with  
25 the proposed design. And you heard some discussion by

1 Mr. Skapinetz about that in the past that gives some  
2 brief confirmatory discussion tonight.

3 MR. REGAN: Mr. Wolfson, will you address  
4 the criteria in Section 36?

5 MR. WOLFSON: Right now.

6 MR. REGAN: Okay.

7 MR. WOLFSON: NJSA 40:55(d)-36 permits the  
8 Planning Board to waive the requirement where  
9 enforcement of it would entail practical difficulty or  
10 unnecessary hardship where the circumstances of the  
11 case do not require the structure to be related to the  
12 street. It can direct the issuance of a permit  
13 subject to conditions that will provide adequate  
14 access for fire fighting equipment, ambulances and  
15 other emergency vehicles necessary for the protection  
16 of the health and safety and that will protect any  
17 future street layout shown on the official map or a  
18 general circulation plan.

19 The statute is designed to protect against the  
20 construction of new buildings on lots abutting streets  
21 to which emergency vehicles cannot gain entrance.

22 And, as I said earlier, Mr. Skapinetz has and  
23 will again reinforce tonight that the property can  
24 only be accessed through the Park Ridge portion of the  
25 overall Sony tract. Such access is adequate for

1 emergency vehicles.

2 In fact, this plan has been further refined  
3 since we started with you in response to Fire  
4 Department and Police Department comments to include a  
5 secondary access to the site as well for emergency  
6 vehicles.

7 In sum, there is no public health or safety  
8 concern to site access and Mr. Skapinetz will address  
9 that.

10 MR. REGAN: I think it's important that  
11 you have your engineer or an expert address that  
12 criteria just so the record is protected.

13 MR. WOLFSON: Will do.

14 Okay. With that, I would like to turn to Nick  
15 Verderese who is our traffic engineer.

16 MR. REGAN: Mr. Verderese was previously  
17 sworn February 19th and remains under oath.

18 MR. WOLFSON: He was. Thank you, Mr.  
19 Regan.

20 REDIRECT EXAMINATION BY MR. WOLFSON:

21 Q Nick, I know you wanted to first talk  
22 about a couple comments that were made at prior  
23 sessions of this hearing?

24 A Yes. The first one relates to Saturday  
25 peak hour traffic data that was suggested so we went

1 back to some historical traffic data, traffic study  
2 prepared by your engineer for West Grand Avenue and  
3 Mercedes Drive. We utilized that data, through that  
4 data similar to what we did in our traffic study  
5 including other adjacent developments in the area. We  
6 added all of that up, the data for the traffic, the  
7 a.m. and p.m. that we did the analysis.

8 It showed that the Saturday peak hour volumes  
9 were lower than both the a.m. and the p.m.. They were  
10 significantly lower than the p.m. volume for 700  
11 vehicles so the Saturday analysis would not control.

12 So the feeling was that we needed to provide  
13 additional analysis to the Board for Saturday.

14 Q So the Saturday was lower?

15 A Lower than the weekday, yes.

16 Q Then there was a question raised by Maser  
17 as well regarding the traffic signal warrant study.

18 A Yes. So we, we went ahead and using some  
19 of the data that we had we looked at the warrant. We  
20 did a very conservative analysis.

21 There are three different traffic volume  
22 warrants that are published by the manual of Uniform  
23 Traffic Control Devices. It's called the 1 hour, 4  
24 hour and 8 hour and there's some criteria as to the  
25 level of volume.

1           So what we did was conservatively we took our  
2 peak hour volume and said, okay, let's spread that  
3 over four hours, spread that over eight hours which we  
4 know it doesn't really happen. And it still doesn't  
5 meet the warrant for either the 1 hour, 4 hour, or 8  
6 hour.

7           We are here for preliminary at this time. Your  
8 engineer in the latest review letter, he asked for a  
9 warrant for that. We can provide that warrant for  
10 that intersection, you know, prior, if we're  
11 successful here prior to coming back for final.

12           Q           Great. I know there are some of the  
13 comments in some of the review letters that you wanted  
14 to respond to.

15           A           There was, I guess, one comment on just  
16 the circulation of the fire truck but I think Brett  
17 hit on that one already. So otherwise --

18                   CHAIRMAN DePINTO: Excuse me. You're  
19 referencing Board exhibit?

20                   THE WITNESS: It was the March 18th  
21 engineering review. So I don't know the exhibit  
22 number.

23                   CHAIRMAN DePINTO: March 18th.

24                   THE WITNESS: It's the actually in the  
25 traffic engineering review, Comment 7. I think that

1 talks about truck circulation.

2 MR. REGAN: B-10, I believe.

3 MR. WOLFSON: B-10.

4 THE WITNESS: And just talk about the fire  
5 truck traveling across the front of the building and  
6 intended to circulate, an exhibit was presented to the  
7 Board. Actually, it was part of the site plan set.  
8 That showed the fire truck adequately circulating into  
9 the site, across the front of the building as well as  
10 exiting the site in that area.

11 MR. HIPOLIT: And we're okay with that  
12 design.

13 CHAIRMAN DePINTO: You're okay with that?

14 MR. HIPOLIT: Yes.

15 CHAIRMAN DePINTO: Okay. Please continue.

16 THE WITNESS: I think that's all I have.

17 MR. WOLFSON: That's all we have.

18 CHAIRMAN DePINTO: Okay. Thank you.

19 Before I open it up to Board Members, Mr.  
20 Alampi, I understand you do have a witness here this  
21 evening, a traffic engineer.

22 Correct?

23 MR. ALAMPI: That's correct.

24 CHAIRMAN DePINTO: Are you introducing him  
25 at this point or do you want to wait?

1 MR. ALAMPI: No because I think it will be  
2 clumsy. We'll do a cross-examination --

3 CHAIRMAN DePINTO: Okay.

4 MR. ALAMPI: -- briefly. And, I'll keep  
5 it brief because I do intend to call, on Park Ridge's  
6 behalf, our traffic engineer's, his testimony.

7 CHAIRMAN DePINTO: Okay.

8 MR. ALAMPI: I just want to raise that  
9 under the Municipal Land Use statute, 40:55(d)-36, I  
10 didn't hear any testimony or any criteria set forth.

11 Mr. Regan astutely indicated --

12 MR. REGAN: He only made a statement. I  
13 suggested that he provide testimony from a witness.

14 MR. ALAMPI: Did you get any?

15 MR. REGAN: Not yet.

16 MR. WOLFSON: Not from this witness.  
17 Brett Skapinetz, the site engineer.

18 MR. ALAMPI: Not the traffic engineer? I  
19 misunderstood.

20 MR. WOLFSON: Well, why don't I respond to  
21 that since you asked the question.

22 CONTINUED REDIRECT BY MR. WOLFSON:

23 Q Mr. Verderese, in your professional  
24 opinion, does the site improvements related to the  
25 access to the Montvale development, are they adequate

1 for purposes set forth in the statute?

2 A Yes.

3 MR. ALAMPI: Well, again, I'll object.

4 These are net opinions. You don't just set forth that  
5 this is my opinion. There's no basis, no criteria.

6 MR. REGAN: You can cross-examine him on  
7 that issue.

8 MR. ALAMPI: I'm trying to keep it brief.

9 RE-CROSS-EXAMINATION BY MR. ALAMPI:

10 Q But, what do you base your opinion on, Mr.  
11 Verderese, with regard to Section 36 of the statute?

12 A Yes. So based on RSIS the roadway meets  
13 the minimum width required for two-way circulation.  
14 It meets the town's requirements for aisle widths as  
15 well. So I feel confident that it can adequately  
16 service this property.

17 Q You said the roadway meets the standard?  
18 Is that what you just said?

19 A Yeah.

20 Q What roadway are you talking about?

21 A The access driveway.

22 Q Could you show me on the site plan where  
23 you're referring?

24 I don't know if you have a pointer.

25 A The driveway that goes out to Sony Drive

1 so there's one driveway that runs along.

2 Q Nick, the plan, you could do it there.

3 Show it on the monitor.

4 A Okay. Mark this one. I'm going to mark  
5 this.

6 Brett will give you a little more --

7 MR. WOLFSON: A-33.

8 THE WITNESS: Site plan rendering, 4/4/19.

9 MR. ALAMPI: A-33?

10 MR. WOLFSON: Yep.

11 MR. REGAN: What are we describing it?

12 THE WITNESS: It's entitled site plan  
13 rendering. It has a date of 4/4/2019. It's a  
14 colorized version of the site plan with the  
15 landscaping plan overlaid, similar to the same  
16 exhibits we've been presenting previously.

17 So on this exhibit, in the top left corner we  
18 see Sony Drive coming down to the property. Then they  
19 ordered the access, the subject residential  
20 development. Someone would make a right turn and  
21 traverse along our northerly access aisle which,  
22 again, meets all standards of the municipality as well  
23 as the Residential Site Improvement Standards for  
24 aisle width.

25 CONTINUED RE CROSS BY MR. ALAMPI:

1 Q So the Sony Drive ends abruptly at the  
2 property line, doesn't it?

3 A Yes.

4 Q And wouldn't you consider Sony Drive,  
5 using the RSIS standards, the way it ends there  
6 wouldn't you consider that to be a cul-de-sac as  
7 defined under the RSIS standards?

8 A No. It wouldn't be a cul-de-sac because  
9 it doesn't have a bulb. Well, it would just be a dead  
10 end street that accesses into a driveway at the end.

11 Q So if you don't have a circular or a  
12 semicircular ending, you don't consider that a  
13 cul-de-sac?

14 A No.

15 Q Under the RSIS standards, aren't streets  
16 that just end abruptly also treated as cul-de-sacs?

17 A No. The cul-de-sac is a specific design  
18 element that goes at the end of a stub street. So  
19 you're just mincing words with calling it a  
20 cul-de-sac.

21 Q I'm mincing words?

22 A Yes.

23 Q That standard and the RSIS regulations  
24 that effects the volume of traffic on the cul-de-sac,  
25 what's the purpose of that?

1           A           Well, you're, you're -- well, Sony Drive  
2 is not a residential street first of all. It's just a  
3 street in town. So that wouldn't be classified under  
4 RSIS in any way because it accesses both the  
5 residential development as well as a commercial  
6 development so it would not be classified under RSIS.

7           Q           So then you have no street.

8           A           It's a public street but it wouldn't be  
9 controlled by RSIS. The only thing controlled by RSIS  
10 would be access into the residential development.

11          Q           But it does not access to the residential  
12 development.

13                   Doesn't it have access to an office development?

14          A           It has access to two, if approved will  
15 have access to a mixed use development essentially.

16          Q           Let me see. Sony Drive ends abruptly at  
17 the property line and goes into the commercial parking  
18 lot of the office building, doesn't it?

19          A           From my standpoint from a traffic  
20 standpoint, it's a mixed use development that both  
21 feed to Sony Drive.

22          Q           So you're contending that the residential  
23 application in Montvale is the structure that's being  
24 proposed and the remaining office building, constitute  
25 a mixed use.

1 Is that your position?

2 A Yeah. The driveway is functioning to  
3 serve a mix of uses, yes.

4 Q Do you have any authority for that  
5 position?

6 A It's two different uses that use a shared  
7 driveway to access a public street so it's a mixed use  
8 driveway.

9 Q It's not a shared driveway. Sony Drive is  
10 a street.

11 A But after Sony Drive ends it becomes a  
12 private driveway that is shared by two uses.

13 Q Where, exactly, does it become a private  
14 driveway?

15 Sony Drive ends, it goes right into the  
16 commercial parking lot of the office building tract?

17 A A private driveway.

18 Q You consider that to be a private driveway  
19 where it ends?

20 A Yes.

21 Q Into a --

22 A Absolutely.

23 Q -- a reservoir of 600 or 700 parking  
24 spaces?

25 A Absolutely.

1 Q That's your opinion it's a driveway?

2 A It's a driveway to a development that  
3 serves office and residential.

4 Q Does any part of Sony Drive come into any  
5 contact with Montvale at that point?

6 A No.

7 Q And so it's your position that constitutes  
8 a driveway and that it's a mixed use shared driveway?  
9 That's your position?

10 A Yes.

11 MR. WOLFSON: Respectfully, he asked the  
12 question about five or six times now.

13 MR. ALAMPI: I will continue.

14 Q With regard to the --

15 MR. WOLFSON: Is that a question?

16 MR. ALAMPI: Is what a question?

17 MR. WOLFSON: Your comment at the end, was  
18 that a question for him?

19 MR. ALAMPI: If I --

20 MR. WOLFSON: Yeah. Is that a question?

21 MR. ALAMPI: It's a comment.

22 MR. WOLFSON: It's time for -- this is  
23 time for questions.

24 MR. ALAMPI: Peter, I didn't interrupt  
25 you. Please.

1           Q           With regard to the RSIS standard, you take  
2           the position that the configuration of Sony Drive does  
3           not render the approach to the residential building to  
4           be a cul-de-sac and function as a cul-de-sac?

5           A           No.

6           Q           Okay. Also, Nick, you had been requested  
7           to analyze the effect of other build-out, specifically  
8           a commercial shopping center. I think you briefly  
9           testified that you used the report of another engineer  
10          from years earlier?

11          A           Correct.

12          Q           Can you identify that report that you  
13          relied upon?

14          A           We used a number of different ones so if  
15          you could be specific.

16          Q           Subsequent to your revision of your  
17          traffic report which was revised back in October of  
18          2018, some time in either January or February this  
19          Board asked you to revisit the studies relating to the  
20          additional development of the build-out to Grand  
21          Avenue.

22          Correct?

23          A           Correct.

24          Q           What did you study?

25          What did you do to bring that information

1 forward?

2 A So -- well, there's a couple different  
3 things. So we updated our traffic study at one point  
4 to include some additional developments in town, those  
5 specifically as I testified to were --

6 Q Just tell me where it's in the report so I  
7 can follow you.

8 A On Page 8.

9 Q Go ahead, Mr. Verderese.

10 A So we included development of DePiero  
11 Farms. We included the development of 3 Mercedes  
12 Drive, Triboro Square, and 80 town house units for  
13 Toll Brothers.

14 Q You included them by actually doing  
15 traffic counts at those sites?

16 A No. No we used the traffic studies from  
17 those to project future traffic volumes.

18 None of these are built that I included.

19 Q Well, on Page 8 when you're referring to a  
20 retail development on Parcel 8, what project are you  
21 talking about?

22 A That's the remaining portion of the  
23 DePiero Farm site.

24 Q The one that's across the street from  
25 what's --

1           A           No, it's next door.  It's -- right now  
2  it's just a piece of property.

3                       MR. STEFANELLI:  Stockpile.

4           Q           Fenced off?

5           A           Yes.

6           Q           What about the DePiero Farm property  
7  itself, did you do an actual traffic study of the  
8  volumes estimating from that project since it was  
9  developed a few years back?

10          A           No.  Because our traffic counts are recent  
11 so it was occupied when we did our counts.

12          Q           You'll have to go over that again.

13                You didn't do a traffic, an independent traffic  
14 count on the DePiero project itself?

15          A           No because when we did our counts, as I  
16 said, that, all those uses were open for business so  
17 it's included in the background traffic volume.

18          Q           And then for the other three properties  
19 that you just enumerated you took the studies that  
20 were done by other engineers?

21          A           Yes.

22          Q           And how did you filter it into your  
23 report?

24          A           I added it to the volumes that we have for  
25 the base to project future traffic volumes.

1           Q           If I understand your report correctly you  
2 also did an analysis of the levels of service at  
3 various intersections that are in the immediate impact  
4 of this project?

5           A           Yes.

6           Q           Is it fair to say, in many instances, the  
7 Level of Service is an E., approaching F. Level of  
8 Service?

9           I'll direct you to Page 12 of your report?

10          A           Yes, sir. Page 12. So we did two sets of  
11 analysis; Page 12 that Mr. Alampi is speaking of,  
12 that's an analysis that includes what we're looking to  
13 get approved, 185 units here in Montvale as well as  
14 the potential additional 972 units on the neighboring  
15 piece of property. So that would really be relevant  
16 to, specifically to this 185 units.

17          So if you go to Page 10 our analysis shows and I  
18 testified to it, nominal change in levels of service  
19 at the intersections not if you have anything worse  
20 than a D. Level of Service through all the four  
21 intersections.

22          Then, when you go to Page 12 and you look at  
23 that additional development, potential development,  
24 again, other than the immediate intersection at Sony  
25 Drive in gray everything still is that same D. Level

1 of Service. We do have a couple E. Levels of Service  
2 at that intersection.

3 Q What intersection is that?

4 A The Sony Drive and Brae.

5 Q Which is right at the trunk of these  
6 properties?

7 A E. Level of Service which is an acceptable  
8 Level of Service.

9 Q And the E. Level of Service is that, if I  
10 read it correctly, 47 and 45 you have in parentheses.

11 At what point, what criteria does it trigger  
12 into an F. Level of Service?

13 A 50.

14 Q 50. So it's very close to performing as  
15 an F.?

16 A Yes.

17 Just so you're aware, I spoke about the warrant  
18 report. We did the warrant based on these higher  
19 volumes and it still didn't meet the traffic signal  
20 warrant. But, as I mentioned earlier, we will  
21 formally prepare that and submit it to the Board, the  
22 traffic signal warrant.

23 MR. WOLFSON: As part of final?

24 THE WITNESS: As part of final.

25 Q Is there a written warrant report or you

1 just did the analysis?

2 A We did the analysis just to feel  
3 comfortable. And as I mentioned, we will give  
4 something formal prior to final.

5 Q With regard to the exhibits, the comment  
6 letters just recently produced by the Montvale police  
7 traffic study, I believe we just marked that as B-16,  
8 dated April 9th. The police reiterate, once again,  
9 the need for a traffic signal at that very specific  
10 point where you're approaching the service Level of F?

11 A Yeah but we don't just willy-nilly install  
12 traffic signals at intersections. We have to do  
13 studies and make sure it's warranted. If it's not  
14 meeting the volume warrants then it wouldn't be able  
15 to be signed off by an engineer that it meets the  
16 warrant.

17 Q I don't think the police will just  
18 willy-nilly recommend one.

19 A They don't do the analysis of the warrant.  
20 There are other things to look at as well at the  
21 intersection but it's volume warrants are the key to  
22 sign off as an engineer. It would need to be one of  
23 those warrants I spoke of.

24 Q Are you saying if there is a build-out  
25 beyond this building and the potential in the Park

1 Ridge tract of land mall in front of the Life exercise  
2 property, on Sony Drive, that you disagree that a  
3 traffic signal should be installed there?

4 A Yes.

5 Q What do you suppose will happen when you  
6 reach Service Level F at a three-way intersection,  
7 what we call a T-intersection?

8 A Well, it doesn't reach Level of Service F  
9 in our analysis. It's Level of Service E.

10 Q Approaching F?

11 A Yes.

12 Q Wouldn't you say it's fair --

13 A But it's an E.

14 Q Okay. So you disagree with the  
15 installation of a traffic signal there?

16 A I do.

17 MR. ALAMPI: Okay. I have nothing  
18 further, John.

19 CHAIRMAN DePINTO: Thank you.

20 Questions --

21 MR. ALAMPI: I'm sorry. One I did forget.

22 Q Mr. Verderese, were you here for the  
23 testimony of your colleague that indicated that you  
24 can anticipate with today's times, with the internet  
25 shopping and Amazon deliveries and such, the

1 testimony, I believe, was between 150 and 200 such  
2 deliveries to service this 185 unit building per day?

3 Q Do you recall that testimony?

4 A I do not.

5 Q Would you be surprised or would you  
6 disagree with that statement that there could be 150  
7 to 200 deliveries?

8 This is besides the residents coming in and out.

9 A Are you saying, are you saying 150 trucks  
10 or 150 boxes?

11 Q No. No. 150 deliveries was the  
12 testimony.

13 MR. WOLFSON: Can I just ask a question?  
14 Are you posing a hypothetical because our team  
15 is not recalling that testimony?

16 MR. ALAMPI: I guess I'll have to research  
17 the transcripts because I think --

18 MR. WOLFSON: We have the transcripts.

19 MR. ALAMPI: I don't. So I do have notes,  
20 though.

21 MR. WOLFSON: Well, if you have notes, who  
22 asked the question.

23 MR. ALAMPI: I thought it was Mr.  
24 Skapinetz. I believe he answered that because Nick  
25 Verderese hasn't testified yet. I think he was your

1 only witness at that point.

2 My recollection, Mr. Chairman, you can check the  
3 record.

4 CHAIRMAN DePINTO: We can check the  
5 record.

6 MR. ALAMPI: I do recall a statement,  
7 given the nature of the building as a residential  
8 complex, that you can anticipate between 150 and 200.  
9 When I say Amazon, it could be UPS, Amazon, the like.  
10 They're very preliminary.

11 I live on a cul-de-sac with only 12 houses and I  
12 see four, five, six delivery trucks every afternoon.  
13 Luckily they only stop at my house because my wife  
14 doesn't shop.

15 CHAIRMAN DePINTO: Thank you.

16 Any questions from Board Members starting with  
17 Mayor Ghassali.

18 MAYOR GHASSALI: No questions.

19 CHAIRMAN DePINTO: Thank you.

20 Mr. D'Agostino.

21 MR. D'AGOSTINO: No questions.

22 CHAIRMAN DePINTO: Thank you.

23 Mr. Zitelli.

24 MR. ZITELLI: No questions.

25 CHAIRMAN DePINTO: Thank you.

1 Mr. Teagno.

2 MR. TEAGNO: No questions.

3 CHAIRMAN DePINTO: Thank you.

4 Mr. Culhane.

5 MR. CULHANE: No questions, Mr. Chairman.

6 CHAIRMAN DePINTO: Thank you.

7 Mr. Fette.

8 MR. FETTE: Nothing at this time.

9 CHAIRMAN DePINTO: Thank you.

10 Mr. Stefanelli.

11 MR. STEFANELLI: Nothing from me.

12 CHAIRMAN DePINTO: Thank you.

13 Councilwoman Curry.

14 COUNCILWOMAN CURRY: Not at this time.

15 CHAIRMAN DePINTO: Thank you.

16 Mr. Lintner.

17 MR. LINTNER: No questions.

18 CHAIRMAN DePINTO: Okay. With that said,  
19 I'm going to open up for a motion to open the meeting  
20 to the public.

21 MR. CULHANE: So move.

22 CHAIRMAN DePINTO: For questions.

23 MR. TEAGNO: Second.

24 CHAIRMAN DePINTO: Mr. Culhane, seconded

25 Mr. Teagno.

1 All in favor?

2 (Aye)

3 Members of the public, if you have questions of  
4 this witness.

5 MR. O'SULLIVAN: David O'Sullivan, 252  
6 Capri Terrace, Park Ridge, New Jersey.

7 I guess my question has to do with, when you did  
8 the study, I was just curious, the current Hertz  
9 facility is vacant.

10 Is that accounted for as far as traffic volume  
11 because you're saying the daily traffic now is going  
12 to be more substantial than weekend traffic?

13 Because I was just curious because the Hertz is  
14 a corporate entity, I was wondering did you  
15 incorporate that into your study?

16 A No.

17 Q I believe that that building can  
18 accommodate close to 600 or 700 folks. I think that  
19 the Board --

20 MR. REGAN: Why don't you ask him a  
21 question rather than make a statement.

22 MR. O'SULLIVAN: I'm asking a question.

23 I'm asking the Board to consider that moving  
24 forward that they should ask the applicant to include  
25 Hertz Corporation as part of their study. I think

1 it's a sizable building that should be incorporated.

2 With respect to the A & P property, that is also  
3 vacant. Obviously a new development --

4 CHAIRMAN DePINTO: Let me interrupt you  
5 for one second. I think it is a valid question.

6 I ask you, as a professional, do you believe  
7 that that should be taken into consideration that if  
8 and when that building is occupied -- historically, it  
9 has generated 600 or 700 vehicles.

10 Will that have an impact on the proposed plan?

11 THE WITNESS: Even if we include other  
12 developments -- so we included a number of approved  
13 developments and that's generally the nature of how  
14 you go about doing a traffic study that has to be  
15 approved.

16 There is always in towns and counties unoccupied  
17 space. It's a, the nature of any town that has  
18 unoccupied space. We do our best to, you know,  
19 project traffic volumes of what we see as a reasonable  
20 projection of traffic volumes. So we have included a  
21 number of large developments that are, some being  
22 constructed right now.

23 But in the end, the amount of trips that 185  
24 units generates doesn't rise to the level -- we  
25 analyze intersections well outside of what I would

1 ever analyze with that type of volume. We're  
2 generating 80 peak hour trips. And once they get out  
3 of the site they disburse in multiple different  
4 directions so you're not -- other than that one  
5 intersection, we don't generate even 80.

6 CHAIRMAN DePINTO: Mr. Hipolit, do you  
7 agree with that statement?

8 MR. HIPOLIT: So we have asked for warrant  
9 notices. They have agreed to give one as far as a  
10 final approval which we're okay with because they're  
11 not building anything.

12 We always take the conservative approach, the  
13 more developments we know that can be added in the  
14 better. So if Hertz is vacant and we know a  
15 development is coming in, potentially add it or take  
16 the existing building and use it saying that traffic  
17 counts -- and that's an existing building with no  
18 proposed development.

19 You could have it escalated. It gets more  
20 complicated when the every day person doesn't  
21 necessarily understand it. When you look at places  
22 like DePiero's and Triboro, A & P, those sites, they  
23 use projections significantly higher than what  
24 actually comes out.

25 You remember the testimony of the Triboro

1 hearings, the numbers they projected to DePiero's are  
2 significantly less than what you're actually seeing  
3 on-site, if not half of what they're projecting.  
4 They're significantly lower.

5 So traffic engineers, in some cases, project the  
6 numbers higher when you ask them for analysis, backup  
7 and signals -- we like signals. The traffic engineers  
8 don't necessarily like them. So it's different. It's  
9 like a different thing. I don't know how much  
10 difference it makes. 600 cars is going to make a  
11 difference. There's no doubt.

12 But in the overall traffic in the developments  
13 might not count because you're going to have buildings  
14 that are vacant and buildings that are full.

15 CHAIRMAN DePINTO: Mr. O'Sullivan, any  
16 more questions?

17 MR. O'SULLIVAN: Gotcha.

18 Q As far as the Hertz facility now is it not  
19 an approved development already?

20 It's just a vacant office but another tenant  
21 could easily move into that building?

22 A Yes. As I mentioned, there's always  
23 vacant buildings in town so we don't reoccupy for  
24 every vacant building.

25 Q Do you know what the recent trend in

1 Montvale has been as far as office buildings as far as  
2 vacancy rates?

3 A I do not.

4 Q Did you guys include the former A & P  
5 property as part of your traffic analysis and the  
6 residential that is being proposed there?

7 A I don't know about the property.

8 MR. HIPOLIT: You did. That's the 80 town  
9 houses.

10 THE WITNESS: Okay. Yes. Yes.

11 Q With respect to one of the items that Mr.  
12 Wolfson brought up at the beginning of the hearing  
13 that I believe I had brought up concerning MLUL  
14 40:55(d)-35 building lot to abut a street.

15 Is it my understanding that the applicant will  
16 be looking for Park Ridge to provide that variance?

17 Are you going to look for the variance here in  
18 Montvale's Planning Board for that, for that  
19 particular statute?

20 MR. WOLFSON: You're asking what we're  
21 going to do at our hearing in Park Ridge?

22 MR. O'SULLIVAN: No. I'm just curious.  
23 Are you going to go to Park Ridge to ask for the  
24 variance with respect to that statute?

25 MR. WOLFSON: You are asking me what we're

1 going to do in Park Ridge?

2 MR. O'SULLIVAN: Or is it Park Ridge or  
3 Montvale is the question?

4 MR. WOLFSON: Out of an abundance of  
5 caution, because we don't know what's going to happen  
6 in Park Ridge, vis-à-vis possible acceptance of the --

7 CHAIRMAN DePINTO: I think the question is  
8 better asked of Mr. Regan.

9 Mr. Regan, what is your opinion rather than to,  
10 to the fact relevant to the fact that this property is  
11 not necessarily on a Montvale municipal street?

12 MR. REGAN: What the applicant can do and  
13 I think Mr. Wolfson indicated, out of an abundance of  
14 caution, they're going for relief under -- Section 35  
15 is the regulation and the relief provision is 36.

16 MR. O'SULLIVAN: I guess they're going to  
17 look for -- are they looking for relief here?

18 MR. REGAN: Yes.

19 MR. O'SULLIVAN: That was my question. I  
20 didn't get a clear answer.

21 Thank you. That's all I have.

22 CHAIRMAN DePINTO: Okay. Thank you.

23 Okay. Anyone else from the public -- one  
24 second.

25 Anyone else from the public have any questions

1 of this witness? None.

2 The Chair will entertain a motion to close the  
3 meeting to the public.

4 MR. D'AGOSTINO: So move.

5 MR. CULHANE: Second.

6 CHAIRMAN DePINTO: Mr. D'Agostino,  
7 seconded Mr. Culhane.

8 All in favor?

9 (Aye)

10 CHAIRMAN DePINTO: Mr. Fette.

11 MR. FETTE: I have one question.

12 Why are we talking about the A & P property?

13 MR. HIPOLIT: I can answer the question.

14 MR. FETTE: What impact does the traffic  
15 at No. 2 Paragon have?

16 MR. HIPOLIT: I can answer that.

17 What we try to do is, again, we always try to be  
18 conservative with traffic. We know it's an approved  
19 development. We know its going to be built. But we  
20 wanted to see the impact because we had just redone  
21 all those intersections. So we wanted to see what  
22 impact, if any. It's more conservative.

23 MR. FETTE: Okay. Fair enough.

24 CHAIRMAN DePINTO: Okay. Thank you.

25 Board Members, before we continue, any other

1 questions?

2 Hearing none --

3 MR. STEFANELLI: Wait. I have one.

4 How long has Hertz been vacant? I'm curious.

5 Park Ridge should know. I'm asking the question  
6 to the lawyer. Yes.

7 MR. ALAMPI: I have no knowledge of how  
8 long it's been vacant.

9 MR. FETTE: I was called out there last  
10 year when the building, when the outside roof  
11 collapsed and the building was predominantly vacant at  
12 that time so it's been at least a year. It might be  
13 more than that.

14 But I can say that it's been at least a year.

15 MR. STEFANELLI: At least a year?

16 MR. FETTE: Yes.

17 MR. STEFANELLI: Are there any other  
18 vacant buildings on Brae? I know there's an NUS  
19 building there.

20 Maybe we could find out what the -- I would be  
21 interested in the occupancy.

22 CHAIRMAN DePINTO: Lorraine, could you ask  
23 the Land Use Administrator in Park Ridge to see if you  
24 could get any, any information relative to the  
25 vacancies of any of the buildings on Brae Boulevard?

1 CHAIRMAN DePINTO: Councilwoman.

2 COUNCILWOMAN CURRY: My question is, I  
3 guess, to Montvale here.

4 When we're talking about access on the Sony  
5 Drive, can we use Brae Boulevard to get out of this  
6 complex?

7 CHAIRMAN DePINTO: Mr. Hipolit, do you  
8 want to answer that question?

9 COUNCILWOMAN CURRY: Because they're  
10 not -- they're going to be using right up around  
11 through here.

12 MR. HIPOLIT: So there has to be -- you  
13 know, I could try to -- it's probably better for their  
14 professional but they're going to take the proposed  
15 traffic on their site and give some direction to both  
16 directions because some people will make a right turn  
17 out. Most people will go straight.

18 You guys should answer what was your projection  
19 in each direction.

20 COUNCILWOMAN CURRY: And I know you  
21 probably asked this already so I do apologize. My  
22 mind must have wandered at that point.

23 MR. HIPOLIT: It looks like Hertz left  
24 around 2013. Probably traffic counts from DePiero  
25 Farm probably included them when it was full. So that

1 probably --

2 MR. REGAN: The DePiero application, site  
3 plan application started in 2013.

4 MR. HIPOLIT: So they counted for that.  
5 But... I'll try to check on it, the answer. If  
6 there's a problem.

7 Percentage, what percent do you have making a  
8 right versus straight?

9 MR. VERDERESE: Maybe 30 percent or so  
10 goes in that direction.

11 MR. HIPOLIT: That's all right.

12 COUNCILWOMAN CURRY: Which direction?

13 MR. HIPOLIT: Making a right, 70 percent  
14 go forward to Montvale.

15 COUNCILWOMAN CURRY: Going out to Grand?

16 MR. HIPOLIT: Is probably pretty fair.

17 COUNCILWOMAN CURRY: All right. Thank  
18 you.

19 CHAIRMAN DePINTO: Any other questions  
20 from Board members?

21 Hearing none, Mr. Wolfson please.

22 MR. WOLFSON: Mr. Chairman, I would like  
23 to recall Brett Skapinetz, our engineer and also  
24 professional planner.

25 MR. REGAN: Mr. Skapinetz has previously

1     been sworn initially on January 2nd.

2                   MR. SKAPINETZ:   Yes.   Good evening.

3                   MR. REGAN:    Good evening.

4     REDIRECT EXAMINATION BY MR. WOLFSON:

5           Q        Brett, first I would like you to comment  
6     on the discussion you heard tonight regarding the MLUL  
7     Section 35 and 36 issue.

8           A        Yes.   So let's look at, it's under 36,  
9     let's start.

10           First and foremost, this is two parts.   It's  
11    understanding whether there's a practical difficulty  
12    providing the access to a right-of-way, an unnecessary  
13    hardship.   I look at it as a practical difficulty.   If  
14    anything else, it goes back to the location of this  
15    municipal boundary line as it goes through the  
16    property and that we really only have essentially a  
17    frontage to the Garden State Parkway not a municipal  
18    right-of-way.

19           The only way to get to the municipal  
20    right-of-way, in this case Sony Drive, is to go  
21    through another property.   And if the Board has had  
22    other applications, has had something in a similar  
23    light as this, the Board normally goes to the  
24    applicant and says, hey, we'll look at another  
25    property, can you talk to the adjacent property owner

1 to get frontage.

2 Well, we happen to be that property owner  
3 immediately next door. So we own the property that  
4 has the frontage of Sony Drive.

5 So now it's a matter of whether or not we meet  
6 the next part and that is the safety aspect of the  
7 vehicles.

8 Mr. Alampi has gone forth and made a note about  
9 a cul-de-sac and I'll touch on that in moment. But  
10 let's go to RSIS which is the driver here for this  
11 residential development being proposed in Montvale and  
12 that's the main part here and so under RSIS there is  
13 different levels of development, density, based on  
14 density. And under, I believe it's Table 4.3 under  
15 NJAC 5:29, that's the RSIS, it breaks down based on  
16 intensity of use what your cartway width should be,  
17 cartway and right-of-way.

18 Well, cartway in this case is the key. So once  
19 we come off Sony Drive what is the width of our  
20 driveway? 24 feet is the requirement. We have 24  
21 feet going in. So in my opinion we meet the design  
22 requirement for the width.

23 Now, as a matter of law, the vehicles, can they  
24 safely get in and out. We provided the templates,  
25 emergency vehicles can get in and out, fire trucks can

1 get in and out from Sony Drive, making the right hand  
2 turn, heading to the west towards the development for  
3 the 225 foot section. Okay. Approximately from Sony  
4 Drive to the Montvale boundary is about 225 feet.

5 That's the distance. That's not the  
6 right-of-way. Okay. But that is 24 feet in width.  
7 Safe maneuvers could be made to get on to the Montvale  
8 property.

9 So now to go to Mr. Alampi and he was talking  
10 cul-de-sac, the end of Sony Drive is not a cul-de-sac.  
11 Okay.

12 What RSIS says is that you have a situation for  
13 multi-family development where entering into the  
14 development, you have a length of roadway up to 300  
15 feet, you can provide your multi-family uses to either  
16 side of that roadway. But once you hit 300 feet you  
17 need to provide that bulb or a means of turnaround,  
18 turning around a vehicle or larger vehicle in this  
19 case the fire truck, to be able to turnaround in an  
20 event it has to go to the end of the development and  
21 get out.

22 Well, I mentioned 225 feet. We haven't hit that  
23 threshold, that length. That's where Mr. Alampi is  
24 going. But beyond all that, we don't have a  
25 cul-de-sac, we don't need a cul-de-sac being added in

1 because we have free flow of vehicle coming into our  
2 development, being able to turnaround once it enters  
3 in through one of the other drive aisles we have  
4 within the site plus, as a result of our, one of our  
5 initial meetings, we add in that secondary access  
6 point for emergency vehicles to be able to get in and  
7 out of the southeastern end of the site.

8 So for all intents and purposes, I believe we  
9 meet the second part which is the safe access of  
10 emergency vehicles in and out. So I believe that  
11 Section 36i can be applied here by this Board to allow  
12 for this deviation.

13 CHAIRMAN DePINTO: Mr. Hipolit.

14 MR. HIPOLIT: In general, I agree.

15 I will say that because the site is a, really  
16 one site but in two towns, the Borough of Montvale  
17 wouldn't want a roadway so we wouldn't want a  
18 cul-de-sac into this site that we would have to take  
19 care of. That would go one town to another town.  
20 There is no reason for it.

21 This is one big property. Unfortunately, it's  
22 split. The other side is going to be developed with a  
23 main aisle.

24 As long as there's access to get in and out  
25 safely, again, to have access. So we wouldn't want a

1 road. I think, I think from what you expect we're  
2 saying it's valid from a planning perspective. I  
3 don't know.

4 CHAIRMAN DePINTO: Ms. Green.

5 MS. GREEN: I have this issue often but  
6 it's usually in the other side of the State where  
7 there's farmland and there's access agreements instead  
8 of flag lots. So I'm used to dealing with Section 35  
9 and 36.

10 I have no issue with the testimony they  
11 provided. They've been very responsive to our Fire  
12 Department and their comments and concerns. I think  
13 they've done a lot with the plans to improve them to  
14 better address the Fire Department's concerns over the  
15 course of all of our hearings.

16 And I agree, we can't do anything about the  
17 property line. It is where it is and the street is  
18 where it is. So the Municipal Land Use Law recognizes  
19 that you're going to have these unique situations.  
20 That's why they created Section 35 and Section 36 for  
21 a board to evaluate each specific situation to assure  
22 public safety is addressed.

23 MR. HIPOLIT: I'll say this is not a  
24 cul-de-sac. That would wrongly be applied.

25 CHAIRMAN DePINTO: Why don't we continue,

1 Mr. Wolfson.

2 Q Brett, I think you wanted to next turn to  
3 a few of the remaining comments from the review  
4 letters.

5 A I do. So I will go stand up and go to the  
6 exhibit and start by saying that last meeting we  
7 referred to A-33. So last meeting I stood here and I  
8 went through each of the review letters and we  
9 addressed 90 percent of the comments.

10 At the end of that meeting I conferred with my  
11 client. We felt it would be best to try to put that  
12 into the plans, changes that were asked of the Board  
13 and by professionals in those letters and from that  
14 meeting which we did on 4/4. So we then received your  
15 updated professionals' letters to which there's just a  
16 few that I want to touch on from each of those to wrap  
17 this up.

18 So starting with A-33, the biggest physical  
19 change in this exhibit that you can see is that we,  
20 two things. One is that we added in and modified the  
21 emergency discharge point from the basin. That was a  
22 valid question where it was discharging previously.  
23 That was a bit further to the northwest and where it  
24 would have discharged storm water still making it to  
25 the channel but it was going to be going over a

1 portion of the adjacent neighbor's land that wasn't  
2 channeled.

3       So we have turned the emergency spillway  
4 modifying the grading there to allow it to then drop  
5 in the portion of the channel that extends to, into  
6 our property a bit further to the east of its previous  
7 location and then brought up by your Fire Department  
8 was, we had shown previously green space on the north  
9 end of the building and they asked for a 16 foot wide  
10 drive aisle. 16 feet was based on their outrigger  
11 width if you recall the testimony from the, I believe  
12 it was the Fire Chief. So we showed that on the plan.  
13 That's in, that is in this exhibit as well and the  
14 revised plan set.

15       But, I'll jump ahead to the Fire Department  
16 letter. They had two remaining comments, one to make  
17 that driveway 20 feet versus 16 feet. We have no  
18 objection and it wouldn't cause any detriment to the  
19 plan. We can accommodate that additional 4 feet in  
20 width; and to move a fire hydrant which we have no  
21 objection to as well.

22       The added width of that impervious coverage  
23 doesn't trigger a variance, 56 percent impervious  
24 coverage to 58 percent where 60 percent is allowed.  
25 So we're still under the impervious coverage number.

1           So now moving to the specific reports then I'll  
2 start with Ms. Green's letter of April 15th. And to  
3 that I'll start with Item B(1) which is on Page 5.  
4 And, I'll talk to B(2) which is on Page 6.

5           I'm indicating that we'll comply with the  
6 modifications to plantings, there would be no  
7 objection to and that will remove all the variances  
8 noted there.

9           E(5) --

10           MS. GREEN: You'll comply with B(1) as  
11 well?

12           THE WITNESS: Yes.

13           MR. REGAN: That was going to be my  
14 question.

15           A           E(5) which is on Page 7, that I just  
16 talked to which was about the impervious coverage  
17 number as we go to 58 percent, we're still under 60  
18 percent allowed.

19           MS. GREEN: So there's a typo on the  
20 front?

21           THE WITNESS: Yes.

22           A           E(11) is the next comment which is  
23 regarding signage. And there's a question of whether  
24 or not the illumination of that sign, how they were  
25 going to be illuminated. There will be a back lit

1 sign, not a channel letter type.

2 MS. GREEN: Okay.

3 A E(17) and E(20) are the next two which are  
4 on Pages 9 and 10. We can clarify this but  
5 essentially there was some discrepancies but, about  
6 whether or not it was scheduled on the plan. We'll  
7 clarify those with you but we did end up counting  
8 that, our plan numbers were right. So we double  
9 checked them.

10 So we can go through them with you and show that  
11 to you.

12 MS. GREEN: Sure.

13 A The same thing with E(23). We do have two  
14 separate details and we can clarify which one is for  
15 the regular sidewalk and one for the crossings which  
16 we could, we touched on the last meeting as well.

17 Then E(25) is the last comment which would be on  
18 the last page, Page 11.

19 Our proposal to put around the basins was to put  
20 retaining walls similar to what's over at Wegmans.  
21 We're looking to put a post and rail fence with wire  
22 on it to kind of keep, kind of work similar to what's  
23 in the area, approved by the Board and we would, if  
24 that's no objection to the Board.

25 MS. GREEN: If the Board doesn't object to

1 that, I would ask that that detail be added.

2 THE WITNESS: Yes.

3 MS. GREEN: Go backwards. Item No. 24.

4 So the chain link fence detail says that the --

5 THE WITNESS: I don't have a 24.

6 MS. GREEN: Page 10, Item No. 24.

7 THE WITNESS: I only go to 23.

8 CHAIRMAN DePINTO: Okay. Read us your  
9 fictitious 24.

10 MR. FETTE: Do you have a 24?

11 MS. GREEN: Yes. At the March hearing Mr.  
12 Skapinetz indicated the chain link fence would be  
13 installed along the property line adjacent to the  
14 Garden State Parkway and added to the site plan to  
15 identify the chain link fence location. The label  
16 indicates that the fence is 4 feet tall but the detail  
17 on Sheet 21 states the fence height varies.

18 Testimony shall be provided on fence height and  
19 color.

20 THE WITNESS: 4 feet tall chain link,  
21 black vinyl.

22 MS. GREEN: Done.

23 MR. HIPOLIT: Does it meet Parkway  
24 approval?

25 THE WITNESS: We have Parkway okay on the

1 fence, 4 feet, yep.

2 MR. HIPOLIT: Submit that so we have it.

3 THE WITNESS: Okay.

4 CHAIRMAN DePINTO: Darlene, with respect  
5 to your technical review, any other comments?

6 MS. GREEN: No. He answered everything.

7 CHAIRMAN DePINTO: Everything is covered.

8 Let's move on to Mr. Hipolit's technical review  
9 of April 12.

10 MR. HIPOLIT: Yes.

11 CHAIRMAN DePINTO: Labeled engineering  
12 review No. 3.

13 MR. REGAN: B-13.

14 CHAIRMAN DePINTO: We have marked it as  
15 B-13.

16 MR. HIPOLIT: I just have --

17 CHAIRMAN DePINTO: What do you have on  
18 this report?

19 MR. HIPOLIT: I only have a few questions.  
20 They have answered most of our questions.

21 You just answered my fence question on the  
22 Parkway. Just provide that letter.

23 THE WITNESS: Yep.

24 MR. HIPOLIT: The next question I have,  
25 Item No. 27. It's really a question for the Board so

1 they provided a tree location plan sample area. They  
2 only gave us an area that said this is how many trees  
3 are in an area. They didn't really cover all the  
4 numbers. That's not normal what we see at this Board.

5 CHAIRMAN DePINTO: However, this is  
6 preliminary.

7 MR. HIPOLIT: Correct.

8 CHAIRMAN DePINTO: Presume that and  
9 correct me if I'm wrong, Mr. Regan, that when an  
10 application is submitted for final we can go into full  
11 detail of the landscape plan and not just an example.

12 MR. REGAN: Absolutely.

13 CHAIRMAN DePINTO: Beg your pardon?

14 MR. HIPOLIT: I would be fine with that.

15 CHAIRMAN DePINTO: Why don't we keep it at  
16 that.

17 Please continue, Mr. Hipolit.

18 MR. HIPOLIT: Okay. Water report, I just  
19 want to highlight for the Board the Fire Department  
20 has highlighted, the Fire Department has highlighted,  
21 in my comment No. 60 under K, the Fire Department flow  
22 calculations for Fire Department on the final site  
23 plan approval we'll need that. It's going to be  
24 difficult to provide a loop on that main.

25 We do have a tall building. We need fire and

1 flow counts.

2 MR. REGAN: That's final.

3 MR. HIPOLIT: Under final.

4 THE WITNESS: No objection.

5 MR. HIPOLIT: And then reiterate traffic  
6 warrant analysis should be done on the final.

7 Comment 102, compact parking spaces. Montvale  
8 doesn't have compact parking spaces.

9 MS. GREEN: Yes, we do.

10 MR. HIPOLIT: In this?

11 MS. GREEN: In the H(26) zone.

12 THE WITNESS: We'll max it to 35.

13 MR. HIPOLIT: I'll take that comment as no  
14 longer valid.

15 And then we did do a preliminary look at their  
16 environmental report, if you want to comment on it. I  
17 could give it to you. I didn't write it up yet but I  
18 could give it to you.

19 Generally the Park Ridge environmental review of  
20 the site, this site is generally okay. When I say  
21 generally okay there is areas on the site that had  
22 some hits on it, environmental hits on it. The site  
23 has the discussion of environmental fill. So if they  
24 do get the final approval there, there may be some  
25 conditions put on them, removing soil from site that

1 is stockpiled and tested to make sure it's not  
2 contaminated historic type fills that come with living  
3 in this area which is old farming areas and all kinds  
4 from apple orchards and we have seen that. So we need  
5 to have some specific language to that when we get to  
6 final approval, nothing emergent right now.

7 CHAIRMAN DePINTO: Coming back to the  
8 application, it's for a preliminary site plan  
9 approval.

10 MR. HIPOLIT: Preliminary.

11 CHAIRMAN DePINTO: In your opinion has the  
12 applicant complied with the requirements for a  
13 submission and ultimately approval of a preliminary?

14 MR. HIPOLIT: For preliminary, yes.

15 CHAIRMAN DePINTO: Is there anything, to  
16 your knowledge, missing?

17 MR. HIPOLIT: Nothing other than the  
18 conditions.

19 CHAIRMAN DePINTO: Miss Green, is there  
20 anything missing from your point of view?

21 MS. GREEN: No.

22 CHAIRMAN DePINTO: Mr. Regan, for this  
23 Board to take action on this application, for  
24 preliminary site plan approval, is there anything more  
25 that the Board requires from your point of view?

1 MR. REGAN: I don't believe so.

2 CHAIRMAN DePINTO: Okay. Thank you.

3 Mr. Wolfson.

4 MR. WOLFSON: That concludes the  
5 testimony.

6 CHAIRMAN DePINTO: Okay. Thank you.

7 I am going to go to Mr. Alampi.

8 Mr. Alampi, I'm going to open to the public but  
9 before I do, do you have any questions?

10 MR. ALAMPI: Just one question.

11 RE-CROSS-EXAMINATION BY MR. ALAMPI:

12 Q Brett, we were discussing the details of  
13 the Administrative Code and the RSIS?

14 A Yes.

15 Q And the length of the 24 foot wide drive  
16 aisle, cul-de-sac, the length is 225 feet?

17 A Yes.

18 Q Don't the regulations really confine the  
19 size to volume of traffic?

20 Isn't that what the standards are?

21 A Not, not when it comes to that section of  
22 design of a roadway to a multi-family residential  
23 development. There is a density requirement to the --  
24 it's defined to the width of the roadway.

25 If it was a lower density, you could go as low

1 as 20 feet in width for the width of the drive and a  
2 maximum or, sorry, the minimum width for a higher  
3 density development which is the category this project  
4 falls into is 24 feet and we meet that for that  
5 section of roadway as well as the rest of the roadway  
6 within the proposed development.

7 Q And there's no provision of the RSIS in  
8 the Administrative Code that also has criteria, for  
9 volume of traffic at such a configuration?

10 A As I mentioned, there's a density, not a  
11 volume of traffic. It's a density per acre  
12 requirement that says that which triggers the width of  
13 the roadway. And, also, there are specifications  
14 within Table 4.3 specifically which lists the various  
15 uses and the widths that are required, there are notes  
16 in there that talks to a cul-de-sac. But this, as Mr.  
17 Hipolit noted, I agree it doesn't apply here.

18 We don't have a situation of needing a  
19 cul-de-sac nor would this be defined as a cul-de-sac.

20 MR. ALAMPI: Thank you. No further  
21 questions.

22 CHAIRMAN DePINTO: Okay. Thank you.

23 Questions from Board Members and then I'll open  
24 to the public.

25 Mr. D'Agostino.

1 MR. D'AGOSTINO: I don't have any  
2 questions at this time.

3 CHAIRMAN DePINTO: Thank you.

4 Mr. Zitelli.

5 MR. ZITELLI: No questions.

6 CHAIRMAN DePINTO: Thank you.

7 Mr. Teagno.

8 MR. TEAGNO: No questions.

9 CHAIRMAN DePINTO: Thank you.

10 Mr. Culhane.

11 MR. CULHANE: One question I have is in  
12 the police report. They're looking for some  
13 demarcation between the two towns. I was curious if  
14 the applicant some way provides some sort of a marking  
15 that indicates this is the boundary line between the  
16 two towns.

17 MR. HIPOLIT: So I actually spoke to the  
18 Police Department about this issue today. The issue  
19 should go to the Fire Department also.

20 The police and fire, it comes down to the  
21 cartway. If the car is in Park Ridge and there's an  
22 accident and the police person writes a report, now  
23 they're tied to a Park Ridge case because it's Park  
24 Ridge vice versa is Park Ridge and Montvale.

25 So what the Police Department said, if it could

1 be done as a condition of approval, it would be great  
2 if we had a marker at the end of the property that  
3 would tie-in once we know where it is.

4 It's very similar where Mill Street meets Grand  
5 Avenue. We know where our boundary is.

6 And Park Ridge, we don't want to go to their  
7 court system and they don't want to come to ours  
8 whether it be shared or not shared. They have to  
9 actually come here. Different towns it becomes an  
10 issue easy to do.

11 CHAIRMAN DePINTO: I would tend to think  
12 the applicant would comply with whatever request from  
13 the Police Department.

14 MR. WOLFSON: Yes.

15 CHAIRMAN DePINTO: I think the record  
16 should indicate that.

17 MR. CULHANE: No other comments, Mr.  
18 Chairman.

19 CHAIRMAN DePINTO: Thank you.  
20 Mr. Fette.

21 MR. FETTE: Nothing.

22 CHAIRMAN DePINTO: Mr. Stefanelli.

23 MR. STEFANELLI: I got a question. So, so  
24 a lot has been talked about, about the roadway access  
25 into the development. Sony owns the property. They

1 have a roadway into it.

2 So based on, based on the development that is  
3 being approved or proposed development here and then  
4 what you're contemplating with Park Ridge, the rest of  
5 the property, is there, is there going to be an issue  
6 at the driveway about the width of the driveway,  
7 access point at that point if it's fully developed as  
8 proposed?

9 THE WITNESS: You're saying in the future  
10 down the road?

11 MR. STEFANELLI: Correct.

12 THE WITNESS: Certainly we will have to  
13 take a look at that whether any future modifications  
14 may need to be done whether it be to determine radii  
15 so forth and depending on what's proposed there,  
16 obviously the same questions will come up when it  
17 comes to density, Level of Service, traffic.

18 Mr. Verderese will have his work cut out for him  
19 again.

20 MR. STEFANELLI: The question is, do you  
21 see any issue with, and I'm not saying that it can't  
22 -- I'm thinking of physical constraints of the  
23 property that we could put in a wider driveway or  
24 access.

25 THE WITNESS: No. I don't think so. And

1 in this plan we made some modifications to, to adjust  
2 radii accordingly. So we have room to do more.

3 MR. STEFANELLI: I guess my next question,  
4 I guess, does the Borough's court system, is Park  
5 Ridge part of that?

6 MR. REGAN: No.

7 MAYOR GHASSALI: No.

8 MR. STEFANELLI: Yes. So we have a shared  
9 court?

10 MAYOR GHASSALI: Yes.

11 MR. STEFANELLI: So I just don't --

12 MR. HIPOLIT: Our officers don't want to  
13 come to court for Park Ridge. Believe me. It doesn't  
14 -- it should be marked. We should know where it ends.

15 MR. STEFANELLI: No other questions.

16 MR. REGAN: As a condition on preliminary.

17 MR. HIPOLIT: That's it.

18 CHAIRMAN DePINTO: Councilwoman.

19 COUNCILWOMAN CURRY: No questions.

20 CHAIRMAN DePINTO: Okay. Thank you.

21 Mr. Lintner.

22 MR. LINTNER: No questions.

23 CHAIRMAN DePINTO: Thank you.

24 Mayor Ghassali.

25 MAYOR GHASSALI: No questions.

1           But I just heard that the Hertz property may be  
2 leased at some point.

3           CHAIRMAN DePINTO: Really?

4           MAYOR GHASSALI: Yeah. I don't know if  
5 the traffic there will effect the traffic counts but  
6 it sounds like it's been -- the numbers they have is  
7 conservative enough but they might be -- I don't know,  
8 I don't know if the numbers will change any time soon.  
9 Just FYI.

10          CHAIRMAN DePINTO: Okay. Very good.  
11 Thank you.

12          Mr. D'Agostino.

13          MR. D'AGOSTINO: An observation, more of a  
14 question really to that point about occupancy.

15          The roadway function, before this proposed  
16 development which is fine when Hertz was fully  
17 occupied. Right. So really the question, the  
18 question really becomes is the 80 generated trips  
19 really an impact?

20          MR. HIPOLIT: I think the applicant  
21 testified, I agree with him that when you add 80 trips  
22 to the exiting roadway network over the whole day or  
23 hour, the peak hour, it doesn't make that much  
24 difference. I think it will have some impact with all  
25 the background built in. I think it would be small.

1           A lot of the intersections have been improved  
2 already. So, again, I think it would be similar.

3           So if there's a problem, it would be on their  
4 site but I don't think it has any impact.

5           CHAIRMAN DePINTO: Okay. Very good.  
6 Thank you.

7           The Chair will entertain a motion to open the  
8 meeting to the public.

9           MR. STEFANELLI: So move.

10          MR. CULHANE: Second.

11          CHAIRMAN DePINTO: Seconded Mr. Culhane.  
12 All in favor?

13          (Aye).

14          Anyone from the public have any questions of  
15 this witness?

16          MR. O'SULLIVAN: David O'Sullivan, 252  
17 Capri Terrace.

18          With respect to Andy Hipolit referenced an  
19 environmental report, I just noticed it for the first,  
20 I'm in the back of the auditorium this evening, a  
21 preliminary assessment report, February 25th, 2015.

22          Was this part of the applicant's application to  
23 the Borough for this, for this particular application?

24          MR. WOLFSON: It was submitted at the  
25 request of the Board.

1 MR. HIPOLIT: We asked for it.

2 MR. O'SULLIVAN: Did you recently ask for  
3 it because I did file an OPRA request. I haven't seen  
4 this report.

5 MR. WOLFSON: It was submitted with our  
6 latest resubmission which is more than 10 days.

7 MR. O'SULLIVAN: I'll take it up with Ms.  
8 Iarossi (phonetic) as to the failure to receive that  
9 report.

10 With respect to the environmental, it makes me  
11 think a little bit about the wetlands application.

12 Would the applicant also submit the application  
13 because I did receive the DEP response letters? I  
14 believe there was three in total.

15 Did the applicant, Hornrock, submit also the  
16 applications submitted to the DEP along with the  
17 narratives and the wetlands exhibits, things of that  
18 nature?

19 CHAIRMAN DePINTO: Mr. Wolfson.

20 MR. SKAPINETZ: It was submitted. It was  
21 a Letter of Interpretation in hand which basically  
22 came back and verified the isolated wetlands closest  
23 to this project which is kind of borders between  
24 Woodcliff Lake, mostly in Park Ridge and maybe a  
25 snippet of the buffer is in Montvale, not impacted by

1 the proposed development and also it gave  
2 classification of the man-made channel that we're  
3 discharging. I mentioned earlier that's where the  
4 basin overflow is discharging into, on the border or  
5 boundary.

6 But no other application was made, was made  
7 other than to get that Letter of Interpretation and no  
8 other permitting is required of the DEP from a  
9 wetlands perspective for this project.

10 MR. O'SULLIVAN: Was an application made  
11 though, with the narratives, the wetland exhibits,  
12 things of that nature?

13 THE WITNESS: There was information  
14 provided as part of an application to get the Letter  
15 of Interpretation which is one of the letters that you  
16 referenced.

17 MR. O'SULLIVAN: Would it be possible to  
18 make that available to the Board so I could actually  
19 get a copy of it as well?

20 MR. WOLFSON: If the Board wants us to  
21 supply it, we will. You can get it from the DEP.

22 MR. O'SULLIVAN: Absolutely. I was just  
23 asking -- the reason why I bring that up, Chairman  
24 DePinto, is, doing some research --

25 MR. WOLFSON: Is this a question?

1                   MR. O'SULLIVAN: It is a new question,  
2     yes.

3                   You know, I guess you were relying on another  
4     engineer that did the wetlands delineation back in  
5     2015 and there's no question of you relying on his  
6     expertise as a PE.

7                   I did review the U. S. DEP website. I came  
8     across the U. S. Fish and Wildlife. I noted that they  
9     have a wetlands almost going down the spine of the  
10    property in Montvale.

11                  What, I guess it was noted -- bear with me a  
12    second here.

13                  It was noted as a PF01(b) wetlands as identified  
14    by U. S. Fish and Wildlife. And I was curious because  
15    DEP, I understand DEP would come out and there's tons  
16    of wetlands all over this property, on the other side  
17    of this property.

18                  I was concerned because looking at some of these  
19    web sites I have seen that there's wetlands being  
20    mapped, sophisticated technology. I was just curious  
21    as to whether or not the inspector, when he was out  
22    there or anything in the narrative that included the  
23    investigation associated with the wetlands that U. S.  
24    Fish and Wildlife along with DEP showed on their map.

25                  THE WITNESS: Those maps that you're

1 referring to are, they're guides. I live it everyday.  
2 So I use what's on the DEP's website as a guideline.

3 What's final is the walk by the DEP.

4 So the submission materials that you will, you  
5 will see or me, essentially was narrative, was a  
6 survey and report from the wetlands expert on what his  
7 findings were and then the DEP physically comes out,  
8 walks the site and says, yes or no, we agree or  
9 disagree. And in this case, you know, primarily  
10 agreed with what our experts findings were and,  
11 therefore, issued a letter of interpretation which is  
12 the binding document as to what wetlands  
13 classifications were.

14 MR. O'SULLIVAN: And that's why, Chairman  
15 DePinto, I would like to see some of those documents  
16 just to see if it was properly vetted or not.

17 With respect to the issue I brought up at the  
18 last meeting concerning the front yard definition  
19 thereof, the definition starts off as an open and  
20 unoccupied space within the existing full width of the  
21 lot between the front property line and main front  
22 wall of the building or projection thereof.

23 Again, my question is, it seems that in this  
24 application we actually have a portion of the  
25 detention basin along with the parking lot in the

1 front lot and I was just curious as to whether or not,  
2 does that comport with this definition or not.

3 And I guess Brett or Mrs. Green, you can respond  
4 to that.

5 CHAIRMAN DePINTO: I would rather hear  
6 from the engineer, what was your opinion?

7 THE WITNESS: Yes. We have our, we have  
8 our, the front yard setback, yes, we have shown that  
9 towards the Parkway and we have the basin in that  
10 area. So --

11 MR. WOLFSON: So this is -- we're looking  
12 at AH 26 district regulations now and we're looking at  
13 Section 128-5.17(e)2.

14 THE WITNESS: And under that section it  
15 notes that retaining wall, sidewalks, several other  
16 free-standing signs and storm water basins, storm  
17 water detention basins are permitted within the  
18 setbacks.

19 MR. O'SULLIVAN: Does it also indicate  
20 parking lots?

21 THE WITNESS: No. Parking lots are,  
22 typically aren't, in my experience, not normally  
23 considered a structure.

24 CHAIRMAN DePINTO: Ms. Green, what is your  
25 opinion relevant to parking lots?

1 MS. GREEN: We, depending on what zone  
2 you're in in the Borough of Montvale, we allow parking  
3 lots usually with certain limitations in the front  
4 yard.

5 MR. O'SULLIVAN: I guess there's no  
6 further comments, I guess, regarding that.

7 I see Mrs. Green is over there reading away.

8 CHAIRMAN DePINTO: Ms. Green, do you have  
9 any further comments on that?

10 MS. GREEN: Well, I can state, because I  
11 was involved in the negotiations and the writing of  
12 this ordinance, that the front yard was purposely  
13 selected as the Garden State Parkway and where, if  
14 there's no prohibition of parking in the front yard  
15 along the Parkway, then it's permitted.

16 CHAIRMAN DePINTO: So I believe that  
17 answers the questions, Mr. O'Sullivan.

18 MR. O'SULLIVAN: It appears, with respect  
19 to another item I brought up last time which is MLUL  
20 40:55(d)-95(1) detention basins. There was a Section  
21 D that talked about providing proclivity of a storm  
22 water detention basin be as gradual as possible but  
23 within the limits of existing water quality  
24 regulations.

25 I believe at the last meeting you testified that

1 there was going to be a vertical drop. I'm curious as  
2 to -- do you believe that you're comporting with that  
3 section of the regulation?

4 THE WITNESS: Yes. This is not an  
5 uncommon design for storm water management basins.  
6 There's many in this situation with a sheer wall.

7 CHAIRMAN DePINTO: Mr. Hipolit, what is  
8 your opinion?

9 MR. HIPOLIT: Yeah. It's a pretty  
10 standard design. I don't have an issue with it.

11 CHAIRMAN DePINTO: Okay. Thank you.

12 MR. O'SULLIVAN: All right. That's it.  
13 Thank you.

14 CHAIRMAN DePINTO: Thank you.

15 Anyone else from the public?

16 MR. LAROSE: Brian Larose, 64 Clairmont  
17 Drive. A couple of questions.

18 My first -- in terms of the structure there, the  
19 green space in the middle, is that going to be the  
20 pool area?

21 Is that the intention of that?

22 THE WITNESS: In the center of the  
23 building.

24 MR. LAROSE: Center of the building?

25 THE WITNESS: Yes. The amenities will be

1 situated there.

2 MR. LAROSE: Did that count as impervious  
3 or pervious?

4 THE WITNESS: Impervious. And I clarified  
5 that in the very first meeting what was in the center  
6 of that building.

7 MR. LAROSE: Okay. Got it.

8 And I don't know if this is an appropriate  
9 question for you or for somebody else but at present  
10 Montvale Landscaping uses the back end of the parking  
11 lot for parking equipment and what have you.

12 Is that going to remain a future of this  
13 development or is that, does that belong to another  
14 area of the Park Ridge side of things or how is that  
15 going to work?

16 Again, I don't know if that's something you can  
17 answer or not.

18 MR. HIPOLIT: Yeah. I'll answer it. They  
19 can't use it to do that. They shouldn't be doing it  
20 now. So we'll be stopping that.

21 MR. LAROSE: Excellent. Thank you.

22 CHAIRMAN DePINTO: Thank you.

23 Anyone else from the public?

24 Okay. The Chair will entertain a motion to  
25 close the meeting to the public.

1 MR. TEAGNO: So move.

2 MR. D'AGOSTINO: Second.

3 CHAIRMAN DePINTO: Mr. Teagno, seconded  
4 Mr. D'Agostino.

5 All in favor?

6 (Aye)

7 Okay. Mr. Wolfson.

8 MR. WOLFSON: No further testimony. I  
9 have a closing statement.

10 CHAIRMAN DePINTO: Okay. Mr. Alampi.

11 MR. ALAMPI: Chairman, I only have one  
12 witness, Mr. Brian Intindola and he will be brief. I  
13 recognize it's already 10:30.

14 Could we swear the witness in?

15 CHAIRMAN DePINTO: Sure.

16 MR. REGAN: Do you swear or affirm that  
17 the testimony you will give in this proceeding will be  
18 the truth so help you God.

19 MR. INTINDOLA: I so swear.

20 MR. REGAN: For the record, state your  
21 full name.

22 MR. INTINDOLA: Brian Intindola, I N T I N  
23 D O L A.

24 MR. REGAN: Do that one more time.

25 MR. INTINDOLA: I N T I N D O L A.

1 MR. REGAN: Thank you.

2 MR. INTINDOLA: No problem.

3 MR. ALAMPI: Thank you.

4 DIRECT EXAMINATION BY MR. ALAMPI:

5 Q Mr. Intindola, very briefly give us the  
6 benefit of your educational background, any  
7 certifications and licensing.

8 A I'm a graduate of NJIT, graduate of  
9 masters --

10 Q Use the mike.

11 A Does it work?

12 Okay. And then I'm a licensed professional  
13 engineer in the State of New Jersey. I practice on  
14 the municipal scale of traffic engineering for most of  
15 my career since 1999, representing before boards and  
16 also representing boards as a traffic engineer having  
17 testified 300 such occasions, mostly North Jersey.

18 MR. REGAN: Mr. Chairman, he can be  
19 qualified in traffic engineering.

20 MR. ALAMPI: Yes. Thank you.

21 Q Brian, you attended several of these  
22 public hearings?

23 A Yes, I have.

24 Q Since January through February and March?

25 A Yes.

1 Q And with regard to the specific testimony  
2 of Mr. Verderese, did you have the opportunity to  
3 review his report from July of 2018 as revised in  
4 October of 2018?

5 A Yes, I have.

6 Q And did you review, from his testimony,  
7 the build-out of other projects in the immediate  
8 vicinity?

9 A Yes, I have.

10 Q And have you formed an opinion with regard  
11 to the levels of service at the various intersections  
12 that he specified in his report?

13 A Generally the methodology is correct.  
14 They did use an amalgam of traffic volumes, the counts  
15 to project future conditions at the request of the  
16 Board. Some of those assumptions may have changed as,  
17 because there's, there's a change in the Trip  
18 Generation Manual from 9 to 10 and in some instances.

19 Q When you say from 9 to 10 you mean from  
20 the 9th edition to the 10th edition?

21 A Edition, correct.

22 And in some instances in favor of the applicant,  
23 because, in some instances, the trip generation has  
24 gone down for retail. So -- but that maybe should be  
25 revisited just to see if those original referred to

1 traffic reports in the context of the later  
2 information that we know the square footage of the  
3 proposed build outs, perhaps to revisit that, you  
4 either have more recent data if it's, because it's  
5 readily available to do those re-projections based on  
6 all the traffic projections.

7 Q When you say revisit, are you saying they  
8 should have actually done traffic counts at those  
9 properties?

10 A That's another question. I think the trip  
11 generation could be revisited maybe to the benefit of  
12 the applicant. Because, in some instances, the trip  
13 generation went down and there was, there was also an  
14 amalgam of future traffic conditions. And they  
15 could -- they were included in the recent counts they  
16 did in October of 2018.

17 A lot of developments that came on-line are  
18 projected to come on-line did come on-line.

19 I think that what they presented, that that was,  
20 there wouldn't be a need for that because they were  
21 included in more recent counts.

22 Q Now with regard to the recommendations of  
23 the Montvale Police Department and the discussion  
24 regarding the installation of a traffic signal, have  
25 you reviewed the traffic pattern and visited the

1 subject property of the intersections in question?

2 A Yes.

3 Q And do you agree that a traffic signal  
4 would be important to be installed there?

5 A In the scenario of a full build-out  
6 including the development of both towns, yes, because  
7 if you look at the unsignalized levels of service you  
8 are at the upper threshold of E. going into F.

9 And I believe, because it's a residential in  
10 nature, you don't want to have driver frustration or a  
11 residential area that's not exactly on the beaten  
12 path. So I think for a number of reasons it would be  
13 advisable to take a hard look and start to commit  
14 resources and design right-of-way acquisitions for a  
15 potential traffic signal because I think, ultimately,  
16 it will need to be built.

17 Q With the potential for reoccupation of the  
18 Hertz building on Brae Boulevard, does that have an  
19 impact on the need for a traffic signal to be  
20 installed at Brae and Sony Drive?

21 A Yes. What we're noticing, specific office  
22 uses that, where you had occupation rates were a  
23 little bit lower, new build-outs seem to have higher  
24 employee counts than what they were a couple years ago  
25 because building space is more efficient.

1           So we're seeing, on the office side, there has  
2   been slight more intensification or parking demand and  
3   trip generation and on the retail, it's gone down a  
4   little bit so specific to an office use, yes.

5           Q           So you're saying that in the typical  
6   office space the efficiencies and technologies have  
7   brought in more people to work in smaller spaces?

8           A           More people in the same space, yes. That  
9   would have, that would be --

10          Q           Translated into more cars and more  
11   traffic?

12          A           Correct.

13          Q           Lastly, Brian, we had the discussion with  
14   both witnesses with regard to the RSIS standards.  
15   You're familiar with the Residential Site Improvement  
16   Standards promulgated under the New Jersey  
17   Administrative Code?

18          A           Yes. It's the design we all labor under,  
19   the design guidelines and what we have to apply.

20          Q           These design guidelines for new  
21   residential construction?

22          A           Correct.

23          Q           And at the discussion with regard to the  
24   terminus of Sony Drive, dead ending into the parking  
25   lot, what is your opinion of the application?

1           A           This is an interesting situation is that  
2 you have a dead end and if you have a dead end, if you  
3 continue into a residential use but it's shared with  
4 an office use but then is in one town, then it goes to  
5 another, at one point does that meet the criteria for  
6 an RSIS cul-de-sac. And the way that RSIS applies it  
7 or the application of it is subtle.

8           So what I would recommend is that the applicant  
9 or the Board or some agency that's reviewing it so  
10 they're not exposed by the liability of having what  
11 could be interpreted as a cul-de-sac for the  
12 residential part or some segments of the residential  
13 part that is interpreted by the Department of  
14 Community Affairs and they could weigh in on whether  
15 this run from the dead end of whether it's in Park  
16 Ridge then switches over to Montvale, whether any of  
17 that would qualify as an RSIS definition of a  
18 cul-de-sac and it may not but it has to be looked at.

19           And I would suggest that the interpretation made  
20 by the DCA, because I've been in a similar situation  
21 and sometimes it needs that, the subtle interpretation  
22 needs to be reviewed by the DCIA (sic). It's a good  
23 combination and it protects the Board.

24           And because if it is declared a cul-de-sac you  
25 have trip generation thresholds which kind of limits

1 you to, I think it's 25 houses or 250 vehicle trips  
2 per day and that that should be vetted to make sure  
3 that you're not running afoul on that.

4 Q So you disagree with Mr. Skapinetz with  
5 regard to traffic volume and the number of dwelling  
6 units being a criteria?

7 A I mean the point I'm trying to make, Mr.  
8 Alampi mis that I think it needs to be looked at by  
9 the DCA to make sure that the Board is not exposing  
10 itself to a cul-de-sac definition because it's subtle  
11 and there is a trip generation threshold on a  
12 cul-de-sac, whether there's a bulb or not which I  
13 believe is 200 vehicle trips per day and that should  
14 be looked at.

15 Q So you're not impressed with whether  
16 there's a bulb at the end of the roadway or not?

17 A No.

18 Q As a criterion to determine it as a  
19 cul-de-sac?

20 A No because it's -- what governs the way  
21 RSIS is constructed, it is that they wanted to limit  
22 traffic volumes at dead ends into residential sites.  
23 So you have to look at both the geometrics which Mr.  
24 Skapinetz had testified to in terms of the high  
25 intensity use and the 24 foot cartway but you also

1 have to look at the trip generation on a daily basis.

2 And I just wanted to make sure that that is also  
3 vetted by the DCA because this is a unique situation  
4 when you come into a dead end on one town and you go  
5 through another town, some segment may be declared or  
6 interpreted as a cul-de-sac.

7 Q And this would be a question of  
8 interpretation by the Department of Community Affairs?

9 A Yeah. For me it could be approached by a  
10 simple phone call, then a memorialization of that  
11 phone call and then that is then provided to the Board  
12 because sometimes it, it takes too long to get the  
13 interpretation written back to you. So we do a  
14 one-way letter and let this letter serve as the  
15 memorialization of the phone call. Then it's provided  
16 to a board for their review or file.

17 Q In your practice, how much of your  
18 practice is devoted to municipal engineering  
19 representing community, a municipality?

20 A Mostly -- 70 percent.

21 MR. ALAMPI: Thank you.

22 I have nothing further of this witness.

23 CHAIRMAN DePINTO: Thank you.

24 Mr. Wolfson.

25 MR. WOLFSON: Just briefly.

1 CROSS-EXAMINATION BY MR. WOLFSON:

2 Q Did I hear you just say that you consider  
3 the intersection of Brae and Sony to be residential in  
4 nature?

5 A I didn't say that.

6 Q What intersection were you referring to?  
7 You called some intersection residential in nature.

8 A I don't recall saying that so I don't know  
9 how to answer your question.

10 Q You also indicated a concern about the  
11 potential build-out on the Park Ridge tract.

12 Right?

13 A The ultimate build-out, yes.

14 Q You heard our expert say that his traffic  
15 projections included 972 residential units?

16 A Yeah, I heard it.

17 Q And you heard Mr. Hipolit, who is the  
18 Board engineer, and our two experts confirm that this  
19 does not constitute a cul-de-sac?

20 A Yes. Their interpretation but the DCA  
21 also wrote in deference to the RSIS. I believe this  
22 is a situation which could be or should be vetted by  
23 interpretation. It's a simple phone call.

24 MR. WOLFSON: I just have a couple  
25 redirect to my traffic expert.

1 CHAIRMAN DePINTO: Sure.

2 RE-REDIRECT BY MR. WOLFSON:

3 Q Nick, this expert recommends that 250  
4 trips standard is somehow relevant to this  
5 consideration.

6 Can you just talk about that?

7 A Yes. The 250 is related to, if you're  
8 developing a single family residential cul-de-sac  
9 which this is not. There are two different  
10 classifications of multifamily. There's a  
11 multi-family cul-de-sac and a multi-family court.

12 The court has no limit on it and the cul-de-sac  
13 has a 1,000 trip.

14 Q Okay. And then most, Nick, just to  
15 confirm, if this applicant, if and when this applicant  
16 gets something approved in Park Ridge, at that point  
17 that applicant as part of that approval will have to  
18 do a new traffic analysis including warrants?

19 A Yes.

20 Q The warrants justify a light or if  
21 warrants justify a light on final here then a light  
22 would be installed?

23 A Yes. I would assume we would pay a fair  
24 share.

25 MR. WOLFSON: Right. No more questions.

1 CHAIRMAN DePINTO: Okay. Thank you.

2 Mr. Hipolit, do you have any comments or  
3 questions with respect to this additional testimony  
4 that you have heard?

5 MR. HIPOLIT: I believe my comments from  
6 the Board are the same. I don't believe the  
7 cul-de-sac are single family homes. I think the  
8 applicant applied it properly.

9 CHAIRMAN DePINTO: Do you see any value to  
10 communicating with DCA to get an opinion from them  
11 relative to this question?

12 MR. HIPOLIT: I don't. The DCA in the  
13 RSIS was set up to protect the developer from the  
14 boards not boards from developers. So even though the  
15 idea is that a board comes in, makes a requirement for  
16 a really big, really wide road for fire trucks,  
17 whatever you can envision as a town and DCA would set  
18 up with RSIS to protect the developer from having to  
19 put a 65 foot wide road. I don't place any value on  
20 that determination.

21 If it was the reverse where, you know, they were  
22 trying to put something bigger maybe but in this case  
23 it's one site in town.

24 CHAIRMAN DePINTO: Okay. Thank you.

25 Ms. Green, do you have anything else?

1 MS. GREEN: No, I don't.

2 CHAIRMAN DePINTO: Okay. I think, I think  
3 in summation, Mr. Wolfson.

4 MR. WOLFSON: Very briefly.

5 First, the applicant as well as the professional  
6 team would like to thank the Board and its  
7 professionals for all your hard work and attention  
8 throughout this process. It's been a positive process  
9 from the original plan having been improved through  
10 the collaboration, many improvements to the plan  
11 suggested by both the Board and its professionals  
12 being incorporated.

13 The plan before you, there was a reference to  
14 the rezoning ordinance process, is the plan that  
15 Montvale anticipated when the rezoning was adopted so  
16 that Montvale could have it as part of its affordable  
17 housing compliance.

18 It is essentially a fully conforming plan.  
19 There is one minor variance that we talked about at  
20 length relative to the light that straddles the  
21 municipal boundary, the lot line. We have had, out of  
22 abundance of caution, amended our application  
23 regarding the 35 and 36 relief that's been talked  
24 about.

25 And we believe that there's ample testimony

1 supporting the accuracy of the access for emergency  
2 vehicles. The plan also provides Montvale with 20  
3 percent affordable set-aside whereas, in many  
4 instances, 15 percent for rental projects is, is the  
5 norm. So, to that extent, I think it's a benefit to  
6 Montvale in meeting its obligation.

7 With that and the layout, I would like to thank  
8 you for your time and ask for a positive vote on the  
9 application.

10 CHAIRMAN DePINTO: Thank you.

11 Mr. Alampi, closing?

12 MR. ALAMPI: Yes, very briefly, Chairman  
13 and Board Members.

14 I don't think that this applicant adequately  
15 addressed the dichotomy of the Municipal Land Use  
16 Statute with regard to the property and building  
17 abutting a public street.

18 Section 35 and 36 notwithstanding, I think that  
19 the testimony just had a net opinion without any basis  
20 or analysis or criteria. And the net opinion being  
21 that it was adequate for its purposes.

22 This is a self-created situation. The property  
23 owner actually owns all of the property both within  
24 and without Montvale and Park Ridge and a roadway  
25 could have been configured so that it would align up

1 with Sony Drive. So it's really a false to say that  
2 they have met the burden.

3 That's why the statute exists. The statute is  
4 there for a purpose. I believe the applicant's been  
5 dismissive of the statute and indicate, since we  
6 addressed the Fire Department's concerns with adequacy  
7 of the turnaround radius for fire trucks and  
8 circulation of the building, taking advantage of the  
9 very wide and large parking reservoir that exists  
10 there.

11 But I think that the, spare the statute, that's  
12 our position and I don't think it's been adequately  
13 addressed.

14 The second, very brief point, RSIS standards do  
15 have a lot of subtleties within the construct of the  
16 Administrative Code.

17 I think Mr. Intindola has expressed those, that  
18 it has the effect of being a cul-de-sac because it has  
19 a limitation on traffic flow.

20 With that, of course, we object to the  
21 application. We do recognize that this is an  
22 application being filed in the affordable housing zone  
23 that was tailored for this particular building. We  
24 really don't take any issue with the height of the  
25 building and in the context of the position of the

1 building.

2           Although the front yard setback has been  
3 violated by a parking area, I don't agree with Ms.  
4 Green. I think that this ordinance was very specific,  
5 very detailed, very tailored and it was even an  
6 oversight or such that the parking in the front yard  
7 setback is not permitted. It's not prohibited but  
8 it's not provided for and yet, very weirdly, the front  
9 yard setback is in the back of the building, facing a  
10 wooded area and the Garden State Parkway. I'm not  
11 going to beat that to death. I do believe that that's  
12 a deviation of the setback.

13           Now we do have front yard parking throughout the  
14 region, sometimes in a commercial zone. You have  
15 strip malls, whenever you set the building back, you  
16 can park in the front because patrons don't want to  
17 drive around the back of the building and walk back so  
18 they want to be in front of the stores, not unusual to  
19 have parking in the front setback in some commercial  
20 areas. Generally it's prohibited in residential  
21 areas.

22           Typically, if you have a free-standing office  
23 building, you might have parking around all four sides  
24 of the building. But here we're talking about the  
25 rear of the property being front yard and then we have

1 parking reservoir. I think that's a violation.

2 CHAIRMAN DePINTO: Very good. Thank you.  
3 The Chair, I will entertain a motion to open the  
4 meeting to the public.

5 MR. TEAGNO: So move.

6 MR. CULHANE: Second.

7 CHAIRMAN DePINTO: Mr. Teagno, seconded  
8 Mr. Culhane.

9 All in favor?

10 (Aye)

11 Members of the public, it's now your opportunity  
12 and last opportunity to offer comments with respect to  
13 the application.

14 Mr. O'Sullivan, I presume you would like to  
15 voice your opinion.

16 MR. O'SULLIVAN: Will there be an  
17 opportunity to address the Board afterwards as well,  
18 Chairman DePinto, if you open it to the public  
19 irrelevant to this application or no?

20 CHAIRMAN DePINTO: No. It's my intention,  
21 based upon all that has been submitted and the advice  
22 that the Board professionals have given that we can  
23 conclude this matter this evening. So this shall be  
24 your last opportunity because I will be closing the  
25 public hearing following comments from members of the

1 public.

2 MR. O'SULLIVAN: Gotcha.

3 Well, I guess, in general, I guess what I would  
4 like to say is, if we go back to ground zero here. I  
5 think you should look at the Montvale realistic  
6 development potential.

7 In reviewing that report, I believe your number  
8 was approximately 181 units that you guys were  
9 obligated to provide. I think, based on the final  
10 count of your housing element and Fair Share Plan, I  
11 think you guys are somewhere north of 220 units. I  
12 think you guys have now exceeded your RDP.  
13 Congratulations to you to a certain extent. But I  
14 think the thing that bothered me as a whole with  
15 respect to this application is the fact that you have  
16 26 units per acre that was provided for by this  
17 applicant and I think it's, it's a quintessential  
18 example of overdevelopment.

19 Here I think you guys could have provided a  
20 normal front yard with normal setbacks. I didn't  
21 think you needed to provide and I think the Borough  
22 boundary with zero setback, I think that's unheard of.

23 I think that you guys basically bent over  
24 backwards at the will of Hornrock here to the  
25 detriment of everybody in the triboro. I think it's

1 completely unfortunate. I think these guys could have  
2 done a residential development with maybe 60, 70 town  
3 homes, similar to A & P that has about 11 or 12 acres.

4 These guys have 7 acres and they ended up  
5 getting 185 apartments. I just think that the  
6 manipulation that has occurred here to facilitate this  
7 is just a travesty.

8 MR. REGAN: I'm going to have to interpose  
9 an objection by using the term manipulation.

10 MR. O'SULLIVAN: You can object.

11 MR. REGAN: What do you mean by  
12 manipulation?

13 MR. O'SULLIVAN: By putting a zero setback  
14 on inter boundary Borough. Where else in the Borough  
15 have you ever put in zero setback between two side lot  
16 property owners or two side lines? Where else in the  
17 Borough do you have that?

18 MR. REGAN: Well, I'd like to know what  
19 you meant by manipulation, some type of corruption or  
20 illegal conduct?

21 MR. O'SULLIVAN: It sounds like they had  
22 185 in mind. You guys worked backwards to see how to  
23 make that work.

24 MR. HIPOLIT: We did it for seasons, we  
25 did it between and Montvale. We did. I want that for

1 the record.

2 MR. O'SULLIVAN: I'm saying the number was  
3 185. I don't want to argue about it. I'm stating my  
4 opinions.

5 CHAIRMAN DePINTO: It's not an argument.  
6 I believe, as a member of the public, Mr. O'Sullivan  
7 has a right to offer his opinions. We may disagree  
8 with it or agree with it.

9 What's important is that he has the right. We  
10 give him that opportunity. It will be on the record.  
11 So why don't you conclude your comments?

12 MR. O'SULLIVAN: I will. And I appreciate  
13 that, Chairman DePinto.

14 I guess, you know what, with respect to  
15 finalizing things, it's really no, just a thing that  
16 happened at the last meeting, at the last Planning  
17 Board meeting, the Planning Board attorney, Mr. Regan,  
18 made some comments concerning the irrelevance of a  
19 shadow analysis involving the adjacent Lifetime  
20 Fitness facility which I believe is completely  
21 uncalled for.

22 At an earlier Planning Board meeting I asked a  
23 question of Hornrock's architect if, whether or not he  
24 conducted any type of shadow analysis that might pass  
25 on to the Lifetime property due to the proposed

1 five-story structure that sits approximately 60 feet  
2 south of the recreational area and umbrella area. At  
3 that meeting, Chairman DePinto, you obviously agreed  
4 with me that an analysis should be done to make sure  
5 there was no impact to the adjacent property. You  
6 instructed the applicant to do so. The applicant's  
7 architect indicated that the analysis revealed, during  
8 the winter months, the shadow would cast over a part  
9 of the Lifetime facility, that during the spring,  
10 summer and fall months of the year when outdoor  
11 activities would be occurring there would be no shadow  
12 over their facility.

13 I believe Mr. Regan insulted not only Chairman  
14 DePinto but myself with his off base comments on the  
15 analysis being irrelevant and a waste of time and then  
16 asking whom requested this analysis, which a member of  
17 the Hornrock team shouted out O'Sullivan. His  
18 position here as a Planning Board attorney, he should  
19 not try to intimidate or silence the public or  
20 indicate, indicating that their questions are  
21 irrelevant for the record. I believe this issue is  
22 anything but irrelevant.

23 It's the Planning Board's responsibility to  
24 ensure a proposed development such as the Hornrock 185  
25 apartment unit complex doesn't have adverse effects on

1 the adjacent tenant subject to Hornrock's facility is  
2 assessed at 38 million dollars and pay approximately  
3 887,000 a year in real estate taxes to the Borough,  
4 not so irrelevant.

5 So, Mr. Regan, I believe your comment was  
6 uncalled for. You owe Chairman DePinto, myself and  
7 the public an apology.

8 At the end of the day we can all disagree, as  
9 Chairman DePinto said, as to the merits of this  
10 application by Hornrock but we should be able to do so  
11 in a civil environment.

12 Thank you.

13 CHAIRMAN DePINTO: Thank you.

14 Mr. Regan, I'll give you the opportunity to  
15 respond.

16 MR. REGAN: Yeah. I'm going to ask Mr.  
17 O'Sullivan, did he attend the fairness hearing,  
18 compliance hearing.

19 MR. O'SULLIVAN: Excuse me.

20 MR. REGAN: Did you attend the fairness  
21 hearing and compliance hearing?

22 MR. O'SULLIVAN: For Montvale?

23 MR. REGAN: Yea.

24 MR. O'SULLIVAN: No, I did not.

25 MR. REGAN: But you come in here and

1 objecting to what the court said?

2 MR. O'SULLIVAN: No. I'm just  
3 objecting -- I'm just pointing out the obvious when,  
4 your real development intention here. You were short  
5 on your realistic development potential. I could see  
6 the idea of trying to making something more dense to  
7 try and get there to be compliant with your obligation  
8 but you exceeded your obligation. So why the  
9 intensity?

10 MR. REGAN: The fact of the matter is that  
11 the court approved the settlement and the settlement  
12 is what it is.

13 MR. O'SULLIVAN: There's negotiations,  
14 too, Mr. Regan. You negotiated with A & P. They came  
15 in with hundreds of units. What Mr. DePinto and Mayor  
16 Ghassali indicated. They got them down to 80 units  
17 but there was no, there was no --

18 MR. REGAN: We get it and you don't like  
19 the settlement.

20 MR. O'SULLIVAN: -- negotiation with  
21 Hornrock.

22 MR. REGAN: And, Mr. Chairman, with  
23 respect to the issue of the shadow study, there's  
24 nothing in the ordinance that requires that. It's  
25 totally irrelevant in my opinion.

1 CHAIRMAN DePINTO: Okay. Thank you.

2 Anyone else from the public wish to be heard in  
3 closing?

4 Yes, sir.

5 MR. VRADENBURG: Ron Vradenburg, 26  
6 Lakeview Avenue, Park Ridge, New Jersey.

7 A couple meetings ago, I listened to  
8 Metropolitan Homes present probably their fourth or  
9 fifth revision of their plan. They started out with a  
10 number of town homes I guess on Spring Valley. I  
11 wasn't at those meetings earlier on. They  
12 subsequently asked to knock it down because it was too  
13 dense so they did. Then they came back, then you  
14 asked them to knock it down because it was too dense,  
15 not keeping with the character.

16 But here we're looking at something that's  
17 totally out of character of the area, 22 or 26 units  
18 per acre and you guys have already said great, we're  
19 done and I think that's ridiculous. And it's not,  
20 it's unfair because you made one developer basically  
21 lose a lot of income on the property that they own  
22 because it was too dense but here you're more than  
23 willing to do something for Hornrock and it's way too  
24 dense for the area and we all know it.

25 CHAIRMAN DePINTO: I think the difference

1 is the fact that the subject application is the result  
2 of a settlement agreement that was reached between the  
3 property owner and the Borough. And it was reached  
4 with the sanction of the courts. That density was  
5 negotiated between Borough representatives and the  
6 applicant and what was presented over these past few  
7 months, was to show that in fact they can produce a  
8 plan in compliance with the agreement and that the  
9 Borough maintains its right to review the plan as I  
10 indicated earlier with an eye towards traffic  
11 circulation and lighting and landscaping and things of  
12 that nature but not with an eye towards density. That  
13 has been determined through the settlement hearing  
14 that occurred a year, year and a half ago.

15 MR. VRADENBURG: I'm sorry.

16 CHAIRMAN DePINTO: The difference with  
17 Metropolitan is they were not part of our housing  
18 plan. They opted to purchase lands, do an assemblage  
19 with an eye towards getting a higher density than was  
20 ultimately approved. They took a gamble. It didn't  
21 work out for them quite the way they had anticipated.  
22 But it worked out in a manner with a lesser density.  
23 They have, they received the unanimous support of this  
24 Board.

25 So we're not really comparing apples to apples.

1 It's an apple to orange kind of comparison.

2 MR. VRADENBURG: What would happen if you  
3 were to deny the applicant's project as it stands,  
4 what would happen then?

5 CHAIRMAN DePINTO: I'll defer to Mr.  
6 Regan.

7 MR. REGAN: My opinion would be that the  
8 applicant would go to superior court and get an  
9 approval for 185 units and might even seek a higher  
10 density.

11 MR. VRADENBURG: Okay. A builder's  
12 remedy.

13 MR. REGAN: It wouldn't be a builder's  
14 remedy. It would be seeking to enforce the settlement  
15 that the municipality had agreed on, that was approved  
16 by the Court.

17 MR. VRADENBURG: It's unfortunate that  
18 we're in this situation that the settlement was even  
19 reached because, frankly, we, in Park Ridge, are  
20 trying very hard to prevent that from, for us to fall  
21 into the same fate because I don't think it's going to  
22 happen, unfortunately. I think we're going to be  
23 okay.

24 But, unfortunately, you guys are put in that  
25 position because of a really bad settlement. I

1 understand that. I accept your explanation because I  
2 do recall also you were talking about it isn't a  
3 proper buffer, I think, for Metropolitan Homes.

4 So I appreciate that explanation and I accept  
5 it.

6 But I do think that, you know, this whole  
7 situation is out of control and we really don't know  
8 what your obligation is and you guys settled on an  
9 obligation that's really yet to be determined. But I  
10 accept you're there.

11 CHAIRMAN DePINTO: I do believe we do know  
12 what our obligation is. And I'm going to ask Ms.  
13 Green.

14 Ms. Green, could you please explain what our  
15 obligation is, what the Borough has settled upon and  
16 what is our outstanding obligation moving forward  
17 after the settlement agreements are enacted.

18 MR. REGAN: Do you --

19 MS. GREEN: I don't remember all of the  
20 numbers but we do have indeed a third round  
21 obligation. It is etched in stone by the Court. And  
22 we have an RDP that is also etched in stone and we  
23 have unmet need.

24 We are required, under the affordable housing  
25 statute. So to addresses all of our -- no, to satisfy

1 all of our unmet need and address -- excuse me, we  
2 address our RDP and satisfy our RDP, we only have to  
3 address not satisfy unmet need. So that is why there  
4 are excess credits above and beyond the RDP. It was a  
5 requirement of the settlement agreement and it was a  
6 requirement that was upheld and found to be --

7 MR. REGAN: Fair expression of law.

8 MS. GREEN: Yes. Thank you.

9 This is what happens at 11:00 at night. Yes.

10 And that's the test for determining whether or  
11 not our settlement agreement was able to be upheld and  
12 approved by the judgment.

13 MR. VRADENBURG: No. I accept that.  
14 That's the settlement. But what I'm talking about --  
15 and I'll just stop at that. I'll just stop there  
16 because we could go on all night about the settlements  
17 and the useless, the useless formulas and all that.

18 I guess all I'm trying to say is it sounds to  
19 me, listening to all the compromises that are being  
20 made, in terms of fire and police and lighting and  
21 parking, I have never heard of a parking lot that -- I  
22 guess there are parking lots that border two towns.

23 But the way this whole thing has been  
24 structured, you're trying, to use your term, put five  
25 pounds of stuff into a two pound bag.

1                   CHAIRMAN DePINTO: You know, I'm going to  
2 share with you -- go back a few years.

3                   When this property came forward to both Park  
4 Ridge and Montvale and indicated to the Borough that  
5 they were desirous of developing their property and  
6 their willingness to work with the Boroughs relative  
7 to meeting affordable housing obligations. And I know  
8 it was Montvale's position back then that we should  
9 deal jointly with Park Ridge. Because if in fact we  
10 had dealt jointly with Park Ridge, I believe we would  
11 have wound up with a better project. I think the  
12 project that would meet the obligations that we both  
13 have but we could have done it in a more efficient,  
14 comprehensive manner because though we have a town  
15 line that separates us, we are the same people. We  
16 use the same roads. We use the same public services.  
17 It would have been a better plan.

18                   And it started under Mayor Fyfe and it carried  
19 through with Mayor Ghassali, that interest in doing it  
20 jointly and, unfortunately, we could never reach that  
21 agreement with Park Ridge. We were ready. For  
22 whatever reason, and we don't get involved with Park  
23 Ridge politics, it just wasn't happening. That is the  
24 most unfortunate aspect of this entire thing.

25                   We could have done it better together.

1                   MR. VRADENBURG: I agree. But you know  
2 what's also said, too, I know a realtor has brought a  
3 potential buyer for the Sony Building to the present  
4 owners and they made it so difficult to get anywhere  
5 they walked with the client.

6                   And to -- so they're saying that the building is  
7 totally useless as presently zoned but yet that was  
8 the case and it was recently. And they filed to  
9 rezone on our property right after they signed on it  
10 when they still had a two year lease signed by Sony.

11                   MR. WOLFSON: Mr. Chairman, I appreciate  
12 you want to have the public heard. I would  
13 respectfully request that it be specific to this  
14 application.

15                   MR. VRADENBURG: And I agree with you and  
16 I apologize.

17                   MR. WOLFSON: Thank you.

18                   MR. VRADENBURG: In short, I'm sorry you  
19 guys have to do this because if you do this you're  
20 making a big mistake.

21                   CHAIRMAN DePINTO: Okay. Thank you.

22                   Anyone else?

23                   Yes, sir in the back.

24                   MR. REGAN: You were previously sworn and  
25 you remain under oath.

1 MR. LAROSE: What's that?

2 MR. REGAN: You were previously sworn and  
3 you remain under oath.

4 MR. LAROSE: All right. Thank you.

5 MR. LAROSE: Brian Larose, 64 Clairmont  
6 Drive.

7 I believe, Mr. Chairman, you said it best at the  
8 last meeting. You're here to do what's best for the  
9 Borough without the negative impact to surrounding  
10 property. That was what you said last week.

11 So I'm curious how you can make that statement  
12 and move forward with this property in light of the  
13 residential neighborhood directly south of this  
14 property.

15 CHAIRMAN DePINTO: And, once again, this  
16 is the result of a settlement agreement that was  
17 entered into between --

18 MR. LAROSE: I'm well-aware of that. I  
19 understand --

20 CHAIRMAN DePINTO: The function, the  
21 function of the Planning Board is the implementation  
22 of that agreement.

23 MR. LAROSE: I'm well aware of that.

24 CHAIRMAN DePINTO: And herein we sit.

25 And I'll go back to what the other gentleman

1 said, that single family home or multi-family home  
2 development on Spring Valley Road. It was not part of  
3 any agreement. And Montvale negotiated with that  
4 developer bearing in mind exactly what I said, trying  
5 not to negatively impact surrounding properties.

6 This is a little bit different. This is --

7 MR. LAROSE: It's a lot different.

8 CHAIRMAN DePINTO: This is forced upon us  
9 through the settlement agreement.

10 MR. LAROSE: I appreciate the position  
11 you're in with the fair share housing obligation that  
12 you are set forth to abide by. But this goes beyond  
13 that.

14 In your last amendment for the Master Plan that  
15 you guys have on your website, sound planning involves  
16 the conservation of neighborhood character and  
17 objective achieved in part by maintaining existing  
18 scale, density and character of the core single family  
19 detached neighborhoods. This could be accomplished in  
20 part through gradation of density, maintaining higher  
21 densities and greater building heights further away  
22 from the core single family detached residential zones  
23 and requiring a lower densities and lower permitted  
24 building heights as the properties approach  
25 established core single family detached zoning

1 districts.

2           You did not do that in this case. You don't  
3 even abide by your own amendment.

4           MR. REGAN: Because the settlement  
5 agreement trumps everything.

6           MR. LAROSE: I understand that. But that  
7 should have been taken into account during the  
8 settlement agreement.

9           CHAIRMAN DePINTO: Let me -- the property  
10 came up before. It's called A & P --

11           MR. LAROSE: You can be smug and rub me  
12 off as whatever you want but I'm here to speak. I  
13 listened to you. Why can't you listen to me?

14           MR. REGAN: No one is being smug.

15           MR. LAROSE: I can see you rolling your  
16 eyes.

17           MR. REGAN: I'm not rolling my eyes. I  
18 think you're imagining it.

19           CHAIRMAN DePINTO: We are listening.

20           The A & P property is across the street from a  
21 residential zone in the Borough of Montvale. We  
22 reached an agreement with that developer for a very  
23 low density, consistent with the goals set forth in  
24 the Master Plan.

25           MR. LAROSE: I understand that.

1                   CHAIRMAN DePINTO: This property, with  
2     respect to its location and our office, in our office  
3     and research zone, Montvale does not have a  
4     residential zone within the immediate vicinity of the  
5     subject property.

6                   Yes, there are single family homes in Woodcliff  
7     Lake.

8                   MR. LAROSE: So what consideration was  
9     given to them during the settlement process?

10                  Were they just ignored because they're outside  
11     the borough lines?

12                  You just said we're all neighbors in this and by  
13     just ignoring your neighbors just creates future  
14     headaches and future problems.

15                  CHAIRMAN DePINTO: I don't agree with that  
16     and here's my position on that.

17                  To the south of the subject property we felt  
18     that by positioning the proposed building where it is  
19     located, where it may be located, we created a buffer  
20     area separating the proposed development from  
21     Woodcliff Lake. There's not much more that I could do  
22     other than deny the project. But I can't deny the  
23     project.

24                  MR. LAROSE: Because your hands are tied.

25                  CHAIRMAN DePINTO: Because the settlement

1 agreement that we're forced to implement.

2 MR. REGAN: Mr. Chairman, Woodcliff Lake  
3 had counsel here at the initial public hearing on  
4 January 2nd. Thereafter they did not appear. So  
5 presumably Woodcliff Lake no longer formally objected.

6 MR. LAROSE: One last comment.

7 CHAIRMAN DePINTO: Sure.

8 MR. LAROSE: In each and every one of  
9 these amendments that you folks create, you are very  
10 clear to define the closest single family home. And  
11 I'll note again, in this particular amendment, that  
12 was not done which shows even more disregard to the  
13 residents of Woodcliff Lake and single family home  
14 owners that are directly south to that property.

15 And that's how I feel.

16 CHAIRMAN DePINTO: Very good. Thank you  
17 for your comments.

18 Anyone else from the public?

19 Hearing none, the Chair will entertain a motion  
20 to close the meeting to the public.

21 MR. CULHANE: So move.

22 MR. STEFANELLI: Second.

23 CHAIRMAN DePINTO: Mr. Culhane, seconded  
24 Mr. Stefanelli.

25 All in favor?

1 (Aye).

2 Final deliberation and before -- starting with  
3 Mr. Zitelli.

4 Mr. Zitelli, your final comments before I call  
5 for an action.

6 MR. ZITELLI: Sure. This is a very  
7 difficult site to develop. I understand -- again, I  
8 consider this to be a very difficult site to develop.

9 I understand we have the court dictating to us  
10 that we do have to act on this. I think this is about  
11 as best as we can go.

12 The developer has worked with us in several  
13 areas.

14 I see no reason to deny, at this point, Mr.  
15 Chairman. So right now I'm in favor of it.

16 CHAIRMAN DePINTO: Thank you.

17 Mr. Teagno.

18 MR. TEAGNO: I agree with what Mr. Zitelli  
19 said. We were forced into this with the agreements  
20 over the last 30 years and they really left very  
21 little to any town in New Jersey. Everybody has  
22 objectives like we do.

23 I think we have made the best of it. I think we  
24 made no mistake at all in coming to an agreement that  
25 the courts awarded and now we're fulfilling that

1 agreement the best way we can.

2 And I think that the developer has done some,  
3 most of the changes that we have asked them to do.

4 So I think they've been cooperative and I think  
5 this is a good decision at this point.

6 CHAIRMAN DePINTO: Thank you.

7 Mr. Culhane.

8 MR. CULHANE: Well, a couple comments I  
9 have heard tonight. One with regards to the Woodcliff  
10 Lake property.

11 The ordinance that was passed requires a minimum  
12 of 20 foot setback and the closest piece of pavement  
13 we have to the Clairemont area on the property line is  
14 about 116 feet according to the drawings.

15 So I think the plan that's before us has in fact  
16 taken recognition of the adjacent property. And based  
17 on the overall site constraints and other issues I  
18 think it's about as best as you can do especially when  
19 you recognize that the action of the 185 units is  
20 something that's mandated by the courts as opposed to  
21 something we can determine.

22 The other thing that strikes me as some of the  
23 arguments made about the front yard, I happened to be  
24 on the Planning Board of Montvale when the Sony site  
25 was approved and some of the arguments raised by Park

1 Ridge today in theory probably puts in doubt the  
2 legality of the original approval of Montvale at the  
3 parking lot.

4 But that issue we say sailed away.

5 But, yeah, we can't get into the issue of why  
6 it's got to be 185 units. That was negotiated in good  
7 faith and I'll leave it at that.

8 I think the plan has evolved, is a good plan  
9 based on all the other constraints of the site with  
10 its unusual shape it presents.

11 And no other comments.

12 CHAIRMAN DePINTO: Thank you.

13 Mr. Fette.

14 MR. FETTE: I just, having sat on this  
15 Board for a number of years now and watching how it  
16 operates dealing with courts and things like that,  
17 certainly a municipality doesn't want to lose home  
18 rule. They want to be able to control the number of  
19 units. They want to control their driveways,  
20 landscape. They want to control everything. And  
21 that's the name of the game in any town.

22 But I think Montvale has gotten smart enough  
23 that they understand that nobody wins in court. And  
24 any kind of, any kind of argument with a developer  
25 that goes to court, the town is going to lose.

1 They've been losing.

2 I think they have lost 100 percent, haven't  
3 they, Bob.

4 MR. REGAN: The two cases that have been  
5 litigated at the trial level, South Brunswick and  
6 Mercer County, Princeton, West Windsor so both  
7 municipalities got hammered and plus any appeal was  
8 taken, whether it was the GAP decision or any court  
9 decision since Mount Laurel IV in March of 2015, every  
10 case has gone against the municipality.

11 Municipalities have to honor it.

12 MR. FETTE: So municipalities don't have a  
13 very good winning record is the bottom line.

14 MR. REGAN: They're batting zero.

15 MR. FETTE: And I think Montvale to  
16 realize that, recognize that and be able to sit down  
17 with a developer and keep some of that home rule in  
18 our control, even though it's not always density which  
19 we would like to be involved in but we're not because  
20 of the court ruling, I'm very satisfied with the plan.

21 And I believe, with Mr. Zitelli, I think it's  
22 the best we can get for what we have to work with.

23 And, lastly, I think the residents of Montvale  
24 should be happy that we are not spending tax dollars  
25 fighting an unwinnable case in court.

1           That's my comment.

2                   CHAIRMAN DePINTO: Thank you.

3           Mr. Stefanelli.

4                   MR. STEFANELLI: Thank you, Mr. Chairman.

5           I concur with everybody else. We didn't ask for  
6 COAH. It kind of got forced on us. And we've been  
7 through a lot with COAH.

8           And, I think most of the people on this Board,  
9 we worked hard to, to, I would have to say be in  
10 compliance.

11           It's a difficult situation especially when  
12 you're talking about obligations. And, I think we had  
13 a huge obligation but we were a successful town. We  
14 had a corporate park. I was part of that corporate  
15 park at one time. And, guess what, we moved out. A  
16 lot of other people moved out.

17           We have a lot of empty buildings.

18           Although you could say some of it is coming  
19 back, Hertz isn't coming back. Sony is not coming  
20 back. I don't think you're going to fill those  
21 buildings to what they were back in the heyday.

22           I, I wish we were in partnership with Park Ridge  
23 when we did this and that didn't happen. And I think,  
24 I think that's, that just shows that we can't  
25 get-together on some of these difficult issues. And

1 they are difficult issues.

2 But I am for this project. I wasn't for it in  
3 the beginning. I was one of the ones that really  
4 objected to the density. And, they have done a good  
5 job.

6 I think Hornrock has addressed, you know, most  
7 of our concerns. I hope they could work something out  
8 with Park Ridge in the future.

9 That's the end of my comments.

10 CHAIRMAN DePINTO: Thank you.  
11 Councilwoman.

12 COUNCILWOMAN CURRY: Yes. Thank you,  
13 Chairman.

14 So I'm pretty sick of this whole thing. Even  
15 from the point of view of being on council when all of  
16 this was decided. I'm not -- I'm not sick of the  
17 Planning Board. I am just -- I'm sick of the whole  
18 way that housing has been forced on past  
19 administrations and this current administration where  
20 we, where we, we can't go to court. We'll lose in  
21 court. There is no -- yeah. But there's no more yeah  
22 but.

23 So we agreed to this settlement which you really  
24 had no other choice but to agree to the settlement.

25 And I have a -- I'm, I'm enthusiastic that the

1 developer has worked with us. I look forward to them  
2 working with us even more so in terms of landscaping  
3 and colors and things like that that we will be able  
4 to suggest to them.

5 I have a concern not knowing what's going on  
6 with the Park Ridge part of the property. What's  
7 going on over there? You can, you guys work together  
8 and get it together here and help us out a little bit?

9 Within terms of Woodcliff Lake, we did keep the  
10 building over to one side so it's as far away as  
11 possible to the community on the south side of the  
12 property.

13 Park Ridge's concern about development and  
14 density, they didn't seem to have that concern when  
15 they put up that huge parking garage and I don't know  
16 how many, five-stories is going to be coming up on  
17 Kinderkamack Road.

18 Park Ridge had to do what they had to do for the  
19 benefit of Park Ridge. And Montvale is doing what  
20 Montvale has to do to benefit the citizens, the  
21 residents of Montvale.

22 And so that's where I am.

23 Thank you.

24 CHAIRMAN DePINTO: Thank you.

25 Mr. Lintner.

1 MR. LINTNER: Thank you, Mr. Chairman.

2 I was involved with this right from the  
3 beginning of the additional site plan review. And  
4 certainly a lot of effort has been put into this  
5 application by the applicant and also by the Board.

6 The applicant responded to suggestions and  
7 requirements from both the Police and Fire  
8 Departments. They considered the location of the  
9 building. It is about as far away from Woodcliff Lake  
10 as it can be. I think the Woodcliff Lake buffer is  
11 there for a reason, to protect residential.

12 This, this whole procedure has gone through with  
13 just a single variance and it's a nominal variance for  
14 light extending past the property line which could be  
15 eliminated if we wanted to be in the dark. Let's put  
16 it that way.

17 But I think, as has been said, our hands have  
18 been tied due to density. It's not our decision.

19 But in terms of the site plan and what is  
20 presented, I am in favor of the approval for  
21 preliminary site plan.

22 CHAIRMAN DePINTO: Thank you.

23 Mayor Ghassali.

24 MAYOR GHASSALI: Thank you, Mr. Chairman.

25 So first let me start by saying no one likes

1 overdevelopment. We didn't come here and say let's  
2 start building stuff. We like our towns the way they  
3 are, the tree lined streets.

4 When I moved to my house, there were four acres  
5 behind me, this will always be green. And look now,  
6 there's 80 town houses behind my house, behind my  
7 fence, overlooking my backyard.

8 No one likes overdevelopment.

9 In 2017 and 2018, I wish I could put the -- you  
10 know, go back and take those two years out of my life  
11 being the Mayor then and going through the affordable  
12 housing issues. The ones that went to court, three  
13 people. Darlene, you were at the last court hearing  
14 where we went in front of the judge.

15 MS. GREEN: And Councilwoman Curry.

16 MAYOR GHASSALI: And Councilwoman Curry  
17 and about 9, 10 lawyers from different developers.

18 And for the benefit of the Board here, the judge  
19 then point blank, with his finger in our face, if you  
20 don't settle, I will settle it for you.

21 So I agree that we had zero chance of winning.  
22 We would have lost our control of how this building  
23 would look, the density.

24 And I take offense, I take issue with members of  
25 the public saying that we are manipulation and all

1 things appearing here.

2 The fact is the developer was asking for lesser  
3 density than what we're voting on tonight. But  
4 because of the obligation that we have and because of  
5 the comprehensive obligation that we put together with  
6 our planner, with our lawyers, for the, for the  
7 benefit of the Borough of Montvale, this was the best  
8 plan, with 20 percent set-side and 185 units.

9 We could have had maybe 160 or 165 with 15  
10 percent but we chose, and I'm sorry to say it, the  
11 previous administration of Park Ridge did not want to  
12 work with us. The current administration but it's too  
13 late now, they want to work with us. But we passed  
14 that line already where we're, we are committed.

15 And in 2025, when that comes, we will have more  
16 obligations. I don't think this is going away from  
17 us.

18 That's why we try to go fill up as many office  
19 buildings as we can now so when 2025 comes in, the  
20 wisdom of our planners, attorneys and professionals  
21 and consultants that we hire, we have a surplus that  
22 we can be proud of.

23 We have, I think 45 or so surplus that when  
24 we're gone and in 2025 the next people who sit here  
25 are in these positions, they can thank us that we

1 actually have a surplus that we can use rather than  
2 have a negative plan.

3 So I'm proud of the work we did. I can stand  
4 here all day long and say the settlement was in the  
5 best interest of the Board. We saved us money from  
6 legal fees and from time spent.

7 Do we like it overall? No. But it's our  
8 obligation and this, this is working -- this is the  
9 best that they can develop and come up with.

10 I don't see how else, 185 units, that number  
11 will not change. We are committed to the 185 there.

12 And this one last comment for the benefit of the  
13 Board, after the settlement -- no, let me go back  
14 before the settlement. We probably used to get, at  
15 the time, calls on a daily basis from developers who  
16 want to take one acre and put 15 and 20 units on it  
17 because we didn't settle yet and they know they had  
18 the upper hand.

19 In the downtown area by the railroad tracks,  
20 they wanted to put 50 per acre. And if we didn't take  
21 it, they would take us to court. In fact, some of  
22 them were at the court hearing.

23 I was asking who are these people. These are  
24 developers who want to see what will happen.

25 After the settlement, that same day, it was as

1 quiet. I come to the office and there is no notes  
2 saying call so and so. That stopped.

3 And that's why we can go to each of the homes  
4 saying we don't like it then we like this plan, they  
5 can't sue us.

6 But in 2025, that's coming soon, so we actually  
7 have a committee now working to plan for 2025 what if  
8 in 2025 we have more obligation, what we are going to  
9 do.

10 So I'm trying to say, but as far as this is  
11 concerned, I think this is the best plan for us.  
12 Woodcliff Lake, I have spoken with their Mayor. Their  
13 is enough buffer there with Park Ridge. This is the  
14 best that we can. Our hands are tied. And this is  
15 what it is.

16 And I can call many names, social media for  
17 members of the public sitting here today, I expect  
18 more of that later on. But, I signed up for this is  
19 so I'm here.

20 That's all.

21 CHAIRMAN DePINTO: Thank you.

22 And Mr. D'Agostino.

23 MR. D'AGOSTINO: Darlene, could you just  
24 explain for the public the surplus because we haven't  
25 used that word yet. I just want to make sure

1 everybody understands.

2 MS. GREEN: We, in our settlement  
3 agreement, because, exactly what the Mayor was saying,  
4 we had developers coming out the woodwork on any and  
5 every piece of property, willing to help us with our  
6 affordable housing obligation.

7 So what we did was build in this 40 plus unit  
8 surplus so that if a site became available that was  
9 not included in the RDP, a developer would take us to  
10 court saying my site was not included in the RDP, was  
11 vacant or available for development, now all of a  
12 sudden it is so the RDP increases, I believe, from 181  
13 or 188, increases by 20 or 30 or 40.

14 And the judge would say, okay, now, Montvale,  
15 you have a deficiency because you're only providing  
16 181 credits or 181 RDPs, not an RDP of 210 or  
17 something higher.

18 So as the Mayor was saying, we purposely built  
19 in a 40 plus surplus so if some other developer came  
20 in between the settlement agreement and 2025, we could  
21 say, no, we've got a surplus. You're not going to  
22 take us to court. You're not going to win. We have a  
23 plan and we're in control of that plan.

24 MR. D'AGOSTINO: I wanted everybody to  
25 understand that.

1           To that end COAH, it's -- we have to live with  
2 it. It's a fact of our lives and it's something that  
3 you have to address. But I think this Board and this  
4 town has been very proactive about it. And the  
5 surplus is a clear example of it.

6           This piece is a very difficult piece that's been  
7 pensioned, you know, physically, borders on two  
8 different towns, a whole bunch of issues. I think  
9 this is an appropriate development as it sits,  
10 especially from a preliminary application as it is  
11 right now. I'm anxious to see how it looks from the  
12 final perspective.

13           At this point, I'm in favor of it.

14                   CHAIRMAN DePINTO: Okay. Thank you.

15           And just very quickly in closing, there are some  
16 of us that serve on this Board for three and four  
17 decades. And we've dealt with COAH from Round I. We  
18 didn't like it then, we don't like it now.

19           But the one thing that we all agree upon is we  
20 will comply. It's the law. We really don't have much  
21 of a choice in the matter. We do what we can do.

22           When the gentleman that owned the Sony property  
23 that came before us, they wanted to develop the  
24 property to the maximum extent that they could with  
25 the lowest affordable housing contribution that they

1 could get away with. And that didn't fly in Montvale.  
2 We demanded 20 percent. And it wasn't that we had to  
3 ring their necks to get the 20 percent. They came  
4 forward and said, yes, we'll do it and then we started  
5 negotiating from that point.

6 There have been developers that approached us  
7 who wanted to give us nothing prior to the settlement  
8 agreements and prior to us coming up with the housing  
9 element. So when you look at one side where a  
10 developer said we're not giving you anything, to the  
11 Toll Brothers or the Hornrocks who give us 20 percent  
12 to help us meet that obligation, it's a broad  
13 spectrum. And I'm proud that I had something to do  
14 with it so that we could have the least impact on the  
15 residents of the Borough of Montvale.

16 You know, everybody thinks of a town like  
17 Montvale, Park Ridge or Woodcliff Lake, Upper Saddle  
18 or Saddle River as these affluent communities and  
19 everybody could afford anything. That's not the case.

20 There are people that are challenged with the  
21 cost of living today.

22 And just because, yes, we do have multi million  
23 dollar homes in these towns, we do have seniors on  
24 fixed incomes. We do have people who live quite  
25 modestly. They can't afford the taxation that

1 currently exists yet alone afford drastic increases  
2 that could occur if we were to go to court and fight  
3 this litigation or fight this proposed development.

4 We do what we believe is the best for Montvale  
5 in compliance with the law.

6 And as I said earlier, I only wish that we could  
7 have sat down with Park Ridge. And I'm not going to  
8 put the blame on the former Mayor. Wherever the  
9 governing body of Park Ridge was getting its advice in  
10 those days, it was taboo to talk about the combined  
11 approach to development of this property. And it was  
12 extremely, extremely frustrating.

13 Because, like John Culhane, I sat on this Board  
14 when the Sony properties were built. And we didn't  
15 quite understand it then why Brae Boulevard was  
16 configured the way Brae Boulevard was but later  
17 learned that's why 70 percent of the traffic goes into  
18 Montvale and not Park Ridge. We kind of caught the  
19 short end of that stick.

20 And, okay, we dealt with it for the past 40  
21 years. And I'm not looking to reverse things but we  
22 should have learned from then that had we done it  
23 jointly, there are other properties in these two towns  
24 where the property line or the town line goes through  
25 it.

1           And I hope that the officials of Park Ridge and  
2 the officials of Montvale can learn from this and we  
3 don't go through this once again.

4           I'm going to support this application.

5           One thing though that I do want to caution the  
6 applicant on, this is preliminary. You've got to  
7 cross the T's and dot the I's for final. And that's  
8 when this Board shines. That's when this Board will  
9 make certain that this is a perfect development. And  
10 it will be.

11           I'm not worried about you complying because I  
12 think, based upon the experience we've had with you,  
13 you will comply. But I just forewarn you, it will be  
14 tough but we'll cross that bridge when we get to it.

15           Thank you very much for your patience as well.

16           With that said, I'm going to call for a motion  
17 to request the Board Attorney to prepare a resolution  
18 setting forth the conditions as placed upon the  
19 record, setting forth the requirements of the Borough  
20 professionals in the various review letters,  
21 incorporating the representations made to the Board  
22 and to the community by the applicant's professionals  
23 and prepare this resolution with an eye towards the  
24 Board adopting such a resolution to the affirmative.

25           That does not mean that this Board is approving

1 the application tonight but merely authorizing the  
2 Board Attorney to prepare such a resolution for us to  
3 vote upon.

4 Mr. Regan, I know your plate is really full with  
5 regard to preparing resolutions and developers  
6 agreements.

7 When do you anticipate that you would able to  
8 achieve that.

9 MR. REGAN: I'm hoping the second meeting  
10 in June.

11 CHAIRMAN DePINTO: The second meeting in  
12 June. So that puts us at what, 60 days or so?

13 MR. REGAN: June.

14 CHAIRMAN DePINTO: June 8th.

15 And with that said, anyone care to make that  
16 motion?

17 MR. LINTNER: I'll make that motion.

18 CHAIRMAN DePINTO: Mr. Lintner.

19 MR. CULHANE: Second.

20 CHAIRMAN DePINTO: Mr. Culhane.

21 Discussion on the motion?

22 MR. REGAN: Do you know who is eligible,  
23 Lorraine?

24 MS. HUTTER: One second.

25 CHAIRMAN DePINTO: Thank you.

1 Roll call.

2 MS. HUTTER: Mr. Culhane.

3 MR. CULHANE: Yes.

4 MS. HUTTER: Council Member Curry.

5 COUNCIL MEMBER CURRY: Yes.

6 MS. HUTTER: Mr. D'Agostino.

7 MR. D'AGOSTINO: Yes.

8 MS. HUTTER: Mr. Fette.

9 MR. FETTE: Yes.

10 MS. HUTTER: Mayor Ghassali.

11 MAYOR GHASSALI: Yes.

12 MS. HUTTER: Mr. Lintner.

13 MR. LINTNER: Yes.

14 MS. HUTTER: Mr. Stefanelli.

15 MR. STEFANELLI: Yes.

16 MS. HUTTER: Mr. Teagno.

17 MR. TEAGNO: Yes.

18 MS. HUTTER: Chairman DePinto.

19 CHAIRMAN DePINTO: Yes.

20 Thank you everyone.

21 MR. WOLFSON: Thank you.

22 CHAIRMAN DePINTO: Have a good evening.

23 (The meeting adjourns 11:38 p.m.)

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C E R T I F I C A T E

I CERTIFY that the foregoing is a true and accurate transcript of the testimony and proceedings as reported stenographically by me at the time, place and on the date herein before set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney or counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in this action.

\_\_\_\_\_

DONNA LYNN J. ARNOLD, C.C.R.  
LICENSE NO. XI00991  
MY COMMISSION EXPIRES 08/04/19

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