

SAYREVILLE PLANNING BOARD

MINUTES OF March 1, 2023

The regular meeting of the Sayreville Planning Board was called to order by Mr. Muller, Chairman and opened with a salute to the flag. The meeting was being conducted in accordance with the Open Public Meeting Law P.L. 1975, c231, Public Law, 1975.

Members of the Planning Board present were: Mr. Allegre, Mr. Blemur, Mr. Buchanan, Ms. Pawlowski, Mr. Sposato and Chairman Muller

Absent Members: Councilperson Onuoha

Also present were: Mr. Cornell, Mr. Barlow and Mr. Fowler

AT THIS TIME, THE REGULAR MEETING WAS OPENED:

Chairman Muller asked the Planning Board Secretary if the board meeting was being conducted under the Sunshine Law and if all publications were notified, the secretary had stated, yes.

This meeting shall be on the record of being hybrid communications

SITE PLANS/SUBDIVISION HEARINGS:

Rocville, LLC

Preliminary & Final Major Site Plan

Blk 333, Lot 1; Blk 332, Lots 1, 2, 4 and 4

Blk 297, Lot 1

Atty: Mr. Peter S. Wersinger III, Esq.

Rocville, LLC

141 West Front Street, Suite 410

Red Bank, NJ 07701

Please see attached the full transcription of the applicant's testimony.

Mr. Allegre made a motion to approve the application with the noted conditions; Mr. Blemur seconded.

ROLL CALL:

YES: Mr. Allegre, Mr. Blemur, Mr. Buchanan, Ms. Pawlowski, Mr. Sposato and Chairman Muller

NO: n/a

ABSTAIN: n/a

Application approved.

OLD BUSINESS/NEW BUSINESS/ADMINISTRATIVE MATTERS:

Next meeting will be March 15th. Mr. Cornell informed the members that there are no applications scheduled.

Mr. Buchanan made a motion to cancel the meeting on March 15th; seconded by Mr. Sposato. Motion carried

Mr. Buchanan asked about the Board of Education bus depot to see if we receive any items from them. Mr. Cornell stated he had a conversation with them, they are working on finalizing this and when they are ready, they have agreed to appear. Mr. Sposato asked if Mr. Cornell had a time line, which he does not. Chairman Muller asked if Cheesequake Road was still the site they are moving forward on. Mr. Cornell, stated yes. Mr. Buchanan mentioned electronic plans to be uploaded to the website; which has been completed by the board secretary.

Public Portion was opened and closed.

Mr. Allegre made a motion to adjourn, seconded by Mr. Buchanan.

Respectfully submitted,

**Beth Magnani
Planning Board Secretary**

1 BOROUGH OF SAYREVILLE PLANNING BOARD
2 COUNTY OF MIDDLESEX - STATE OF NEW JERSEY

3 -----

4 REGULAR MEETING FOR:

5 ROCVILLE, LLC
6 BLOCK 333, LOT 1
7 BLOCK 332, LOTS 1, 2, 3 AND 4
8 BLOCK 297, LOT 1

9 PRELIMINARY & FINAL MAJOR SITE PLAN
10 -----

11 SAYREVILLE MUNICIPAL BUILDING
12 COUNCIL CHAMBERS - THIRD FLOOR
13 167 MAIN STREET
14 SAYREVILLE, NEW JERSEY 08872

15 -----
16 WEDNESDAY, MARCH 1, 2023
17 7:30 P.M.
18 -----

19 TRANSCRIPT OF PROCEEDINGS
20 PUBLIC HEARING

21
22 AB COURT REPORTING, LLC
23 Certified Court Reporters
24 26 Algonquin Terrace
25 Millstone Township, New Jersey 08535
 Tel: (732)882-3590
 angelabuonocsr@gmail.com

1 BOARD MEMBERS PRESENT:

2

3 BARRY MULLER, CHAIRMAN

4 JAMES ALLEGRE, JR.

5 HERVE BLEMUR

6 DAN BUCHANAN, VICE-CHAIRMAN

7 ALEXIS PAWLOWSKI

8 ANTHONY SPOSATO

9

10

11

12 PROFESSIONALS AND STAFF PRESENT:

13

14 THOMAS W. BARLOW, ESQUIRE, BOARD ATTORNEY
-LOMBARDI AND LOMBARDI, P.A.

15

16 JAY CORNELL, P.E., BOARD ENGINEER
-CME ASSOCIATES

17

18 MICHAEL FOWLER, P.P., BOARD PLANNER

19

20 BETH MAGNANI, BOARD SECRETARY
-BOROUGH OF SAYREVILLE

21

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23

24

25 STENOGRAPHICALLY REPORTED BY:

26

27 ANGELA C. BUONANTUONO, CCR, RPR
28 LICENSE NO. 30XI00233100

29

1 A P P E A R A N C E S:

2

PRC GROUP

3 BY: PETER S. WERSINGER, III, ESQUIRE

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4

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7 --Counsel for the Applicant

8

9

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13 A L S O P R E S E N T:

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LEE PANFILI, Senior Vice-President/Project Coordinator
-PRC Group

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I N D E X

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25WITNESSESPAGEJOHN DiGIACINTO, P.E.
- Langan Engineering & Environmental

13

WILLIAM FEINBERG
- Feinberg & Associates, P.C.

81

PUBLIC QUESTIONS/COMMENT:NAMEADDRESSPAGE

DONNA ROBERTS 369 Washington Avenue

111

JOSE MATEO 11 Gorczyca Place

119

STEVE ROQUE 6039 Highway 35

133

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(EXHIBITS NOT RETAINED BY STENOGRAPHER.)

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1 CHAIRMAN MULLER: Let's stand for the
 2 flag.
 3 (Pledge of Allegiance.)
 4 ---
 5 CHAIRMAN MULLER: Calling to order the
 6 Borough of Sayreville Planning Board meeting for
 7 March 1st, 2023.
 8 Beth, has this meeting been advertised
 9 in accordance with the Open Public Meetings Act?
 10 BOARD SECRETARY: Yes, Chairman, it
 11 has.
 12 CHAIRMAN MULLER: Can I have a
 13 roll-call, please?
 14 BOARD SECRETARY: Sure. Mr. Allegre?
 15 MEMBER ALLEGRE: Here.
 16 BOARD SECRETARY: Mr. Blemur?
 17 MEMBER BLEMUR: Here.
 18 BOARD SECRETARY: Mr. Buchanan?
 19 VICE-CHAIRMAN BUCHANAN: Here.
 20 BOARD SECRETARY: Councilman Onuoha?
 21 Ms. Pawlowski?
 22 MEMBER PAWLOWSKI: Here.
 23 BOARD SECRETARY: Mr. Sposato?
 24 MEMBER SPOSATO: Here.
 25 BOARD SECRETARY: Chairman Muller?

8

1 CHAIRMAN MULLER: Here.
 2 BOARD SECRETARY: Mr. Cornell?
 3 BOARD ENGINEER: Here.
 4 BOARD SECRETARY: Mr. Fowler?
 5 BOARD PLANNER: Here.
 6 BOARD SECRETARY: And Mr. Barlow?
 7 ATTORNEY BARLOW: Here.
 8 BOARD SECRETARY: We have a quorum.
 9 CHAIRMAN MULLER: Thank you, Beth.
 10 Memorialization of any resolutions, Beth?
 11 BOARD SECRETARY: None this evening.
 12 CHAIRMAN MULLER: Any minutes, Beth?
 13 BOARD SECRETARY: No.
 14 CHAIRMAN MULLER: Anything under
 15 communication agenda?
 16 BOARD SECRETARY: Not this evening.
 17 CHAIRMAN MULLER: Any site plans or
 18 subdivisions?
 19 BOARD SECRETARY: This evening we have
 20 Rocville, LLC, preliminary and final major Site
 21 Plan, Subdivision Block 333, Lot 1, Block 332, Lots
 22 1, 2, 3 and 4, Block 297, Lot 1.
 23 CHAIRMAN MULLER: Thank you.
 24 Applicant, can you please step up, please.
 25 ATTORNEY WERSINGER: Certainly.

9

1 CHAIRMAN MULLER: Can we have your
 2 appearance, Counsel.
 3 ATTORNEY WERSINGER: Mr. Chairman,
 4 members of the board and members of the professional
 5 staff, good evening. I'm Peter S. Wersinger, III.
 6 I am general counsel -- I am general counsel for and
 7 representing the applicant, Rocville, LLC in this
 8 matter tonight.
 9 Just a few introductory comments. It
 10 seems unreal sometimes that this whole process
 11 started nearly eight years ago, with the Borough
 12 initiating litigation to seek approval of its
 13 affordable action plan. In that matter NL
 14 Industries, who was owner of the site, intervened
 15 and that litigation ended in a 2018 Settlement
 16 Agreement, which part of that Settlement Agreement
 17 established a new Affordable Housing District, the
 18 AH-3 zone. And following that settlement in 2019
 19 Rocville submitted a site plan application to the
 20 Borough, to the planning board, and then further
 21 litigation ensued regarding the application and some
 22 issues relating to the 2018 settlement.
 23 The bottom line is that this past
 24 December a Settlement Agreement was concluded among
 25 the Borough, the planning board, NL Industries and

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1 Rocville, LLC with respect to this matter. In fact,
 2 a Stipulation of Dismissal was filed today with the
 3 court, it's my understanding.
 4 And so we are here as a result of that
 5 settlement which encompassed virtually all of the
 6 Borough's affordable housing obligations and
 7 endeavors dating back to the 2018 agreement. But
 8 tonight we're seeking approval of Rocville site plan
 9 in accordance with those settlement agreements.
 10 Before proceeding with the testimony
 11 from our civil engineer, John DiGiacinto from Langan
 12 Engineering and our architect, William Feinberg,
 13 there are just a few housekeeping matters and just
 14 -- there are three, but just to clarify and there
 15 will be further testimony about these issues.
 16 One is that there is a mislabeling on
 17 the site plan regarding the entrance signage. It
 18 labels it as being not to exceed six feet in height
 19 and having a minimum of 24 square feet. That should
 20 actually be a maximum of 24 square feet.
 21 It's intended that there will be two
 22 signs single-sided, entrance being essentially four
 23 feet high -- which is the maximum height, not 6 feet
 24 -- 4 feet high and six feet wide. So that would be
 25 in conformity with the plan. And John DiGiacinto

11

1 will testify to that.

2 The second is on the EV equipment, when

3 the site plan was prepared there was not a state

4 statute dealing with EV equipment. That came almost

5 two years later. There will be testimony tonight

6 that the applicant will comply with all aspects of

7 the state law regarding electric vehicle make --

8 make-ready spaces and electric equipment.

9 The last thing deals with optional

10 decks and patios that are referenced on the site

11 plan. There are a number of instances where the

12 deck would intrude into the setback. There are

13 three clusters that are closer -- closest to Oak

14 Street. They're still 100 feet away from Oak Street

15 and there's intervening dense trees that will serve

16 as a buffer but, nonetheless, this was -- they

17 intrude slightly into that buffer. And there's one

18 closer to Raritan Street, down at the bottom or

19 easterly side of the site that also intrudes into

20 that setback line.

21 We were under the impression, and we

22 are still of the belief, that there is a

23 dispensation for a minor encroachment into the

24 setbacks pursuant to Borough Ordinance 26-82.2,

25 which lists 10 exceptions and we read it as allowing

12

1 decks, balconies and patios, elevated patios to

2 intrude up to five feet into the setback.

3 That having been said, that constraint

4 impacts only 35 of the 125 townhouse units. So 95

5 have no issue; they're fully compliant with the

6 ordinance without exception.

7 With respect to the 35, two things and

8 you will hear testimony about it. We will reconform

9 the proposal, but we need to constrain them to seven

10 feet so there's two feet to the setback

11 line -- actually two and a half feet, and then won't

12 intrude more than five feet into the setback which

13 we believe conforms with the ordinance.

14 That having been said, if for any

15 reason the zoning officer does not give his

16 authorization or approval for that encroachment,

17 they will not be constructed, all right, because we

18 want this application to be fully compliant. And we

19 would leave it to individual buyers of those

20 35 units to, if they want a deck or patio, to seek

21 that approval after purchase, those purchases.

22 That having been said, that takes care

23 of my housekeeping matters. I would, unless there's

24 any further questions, again I would ask for

25 John DiGiacinto to be sworn.

13

1 CHAIRMAN MULLER: Step up.

2 Swear the witness in, please.

3 ATTORNEY BARLOW: If you could state

4 your name, spell your last name, and give us your

5 professional address, please.

6 JOHN DIGIACINTO: John DiGiacinto.

7 D-I-G-I-A-C-I-N-T-O, with Langan Engineering, 300

8 Kimball Drive, Parsippany, New Jersey.

9 ATTORNEY BARLOW: Raise your right

10 hand, sir. Do you swear the testimony you give

11 before the board is the truth, the whole truth, and

12 nothing but the truth, so help you God?

13 JOHN DIGIACINTO: I do.

14 ATTORNEY BARLOW: Your witness,

15 Counsel.

16 ATTORNEY WERSINGER: Thank you.

17

18 E X A M I N A T I O N

19

20 ATTORNEY WERSINGER: John, I'm going

21 to give you a free-wheeling approach to this, but

22 let me start by asking you to place on the record

23 your qualifications, educational and professional

24 background.

25 JOHN DIGIACINTO: Sure.

14

1 ATTORNEY WERSINGER: And any licenses

2 that you hold.

3 JOHN DIGIACINTO: I'm a graduate of

4 Lehigh University in 1994. Have been licensed in

5 the State of New Jersey since 2000. Actually, 1999,

6 started testifying in 2000.

7 I've testified across the state, most

8 recently in Mountain Lakes, Newark and South Orange

9 and West Caldwell.

10 ATTORNEY WERSINGER: And you may have

11 said already but you hold a license in the State of

12 New Jersey?

13 JOHN DIGIACINTO: Yes, that is

14 accurate.

15 ATTORNEY WERSINGER: Okay.

16 ATTORNEY WERSINGER: I would ask that

17 the board accept Mr. DiGiacinto.

18 VICE-CHAIRMAN BUCHANAN: Chairperson,

19 I move we accepted the testimony and his

20 qualifications.

21 CHAIRMAN MULLER: Second?

22 MEMBER ALLEGRE: Second.

23 BOARD SECRETARY: All in favor?

24 BOARD MEMBERS IN UNISON: Aye.

25 BOARD SECRETARY: Opposed?

15

1 ATTORNEY WERSINGER: Thank you,
2 counsel.
3 ATTORNEY WERSINGER: Thank you.
4 CHAIRMAN MULLER: You can proceed.
5 ATTORNEY WERSINGER: John, if you could
6 proceed to give us an overview and general
7 background of the existing conditions for the site.
8 JOHN DIGIACINTO: So how do we want to
9 do this, because I have boards to present and,
10 obviously, you need me speaking into the mike, but I
11 don't want to...
12 ATTORNEY BARLOW: We have a handheld.
13 BOARD SECRETARY: I have a handheld.
14 JOHN DIGIACINTO: I may not have
15 enough hands.
16 BOARD SECRETARY: That's okay. If you
17 could just let me know which exhibit you're putting
18 on, because I can put it online.
19 JOHN DIGIACINTO: And that's going to
20 show up on the screen as well?
21 BOARD SECRETARY: No, I'm going to put
22 it on.
23 JOHN DIGIACINTO: Okay.
24 ATTORNEY BARLOW: Counsel, unless the
25 exhibit is already part of the package, if it's

16

1 something that has been created for tonight's
2 hearing, we'll mark them A-1 through whatever.
3 ATTORNEY WERSINGER: All of the
4 exhibits are already part of either the civil
5 engineering package with the exception of -- you
6 have a couple of aerials?
7 JOHN DIGIACINTO: First two aerials.
8 ATTORNEY WERSINGER: First two
9 aerials. And when the architect comes up, there's
10 two renderings that are not part of the package.
11 ATTORNEY BARLOW: Okay. So A-1, A-2.
12 ATTORNEY WERSINGER: Okay.
13 JOHN DIGIACINTO: We actually --
14 ATTORNEY WERSINGER: We've premarked
15 exhibits --
16 JOHN DIGIACINTO: We pre-labeled a
17 whole bunch of stuff.
18 ATTORNEY WERSINGER: -- if you don't
19 mind. In fact, this will be AE, Applicant
20 Engineering, 1.
21 BOARD SECRETARY: Okay.
22 ATTORNEY BARLOW: If it's premarked, I
23 don't want to mess with it.
24 JOHN DIGIACINTO: Beth made us do it.
25

17

1 (Exhibit AE-1, Aerial of existing site,
2 is marked for identification.)
3
4 ATTORNEY WERSINGER: So, John, if you
5 would proceed with describing the overall site?
6 JOHN DIGIACINTO: Yeah. The first
7 thing I have up here is existing aerial. It's AE-1.
8 Just let me know when you're ready.
9 BOARD SECRETARY: Yes. AE-1?
10 JOHN DIGIACINTO: AE-1, correct.
11 CHAIRMAN MULLER: Beth, we should
12 probably put this on the record, that we're having a
13 hybrid meeting. Tonight's meeting is hybrid.
14 ATTORNEY BARLOW: Just let the record
15 reflect this meeting is a little unusual in that
16 it's being held both in person and via hybrid. And
17 the appropriate Zoom link was put on the notice
18 which was appropriate and the board does have the
19 jurisdiction to go forward in the hybrid setting.
20 Just bear with us a second. She's
21 trying to pull it up.
22 JOHN DIGIACINTO: Understood. Not the
23 first one I have done like this.
24 BOARD SECRETARY: Thank you.
25 Good enough; can you see it?

18

1 CHAIRMAN MULLER: Looks great.
2 JOHN DIGIACINTO: Okay, so again this
3 is existing aerial. The project site, which is down
4 here by this dark black line, encompasses -- it's
5 about 23.1 acres, consists of Block 297, Lot 1,
6 Lot 333, Lot 1 and Block 332, Lots 1 through 4.
7 The site is bound by Cross Avenue and a
8 commercial building on the north side; Route 9 and
9 35 on the south side -- or, sorry, east side, excuse
10 me; former Raritan River Railroad along the south;
11 Garden State Parkway in the southeast -- southwest
12 corner; and residential properties including what I
13 understand is called Parkview Estates and Oak Street
14 on the west.
15 Currently the existing Cross Avenue
16 roadway enters into the property here in the
17 northeast corner, and then traverses through the
18 site, has it back out and connects into Raritan and
19 South Amboy.
20 The project is located in the AH-3
21 Affordable Housing zone, which as was mentioned, was
22 created as part of the 2018 Settlement Agreement.
23 As you can see in the aerial the
24 property is predominantly a wooded lot. Within that
25 lot there are actually seven depressions that were

19

1 previously used by NL Industries. They haven't been
 2 used in quite sometime so they have revegetated
 3 themselves over the years.

4 There is, you can almost see this
 5 little pathway here through the site where there's a
 6 clearing of trees, that's actually a 30-inch cast
 7 iron water main that is owned by Middlesex Water
 8 Company.

9 There is some limited remnants of the
 10 former site operations, more or less in the
 11 northwest corner. And chain-link fencing that
 12 surrounds portions of the site, as well as some
 13 interior to the site.

14 Stormwater runoff from this existing
 15 property, the majority of the runoff does not leave
 16 the site. You have two factors here to consider.
 17 One, woods tend to generate a low amount of runoff.
 18 And the natural or the depressions that were being
 19 used by NL Industries essentially are collecting
 20 most of that runoff and storing that water as well
 21 as infiltrating into the ground, so the runoff is,
 22 there's very little runoff leaving this property and
 23 you will understand where I'm going with that a
 24 little bit later.

25 Beth, I'm going to go to AE-2 for a

20

1 little bit.

2

3 (Exhibit AE-2, Aerial with Site Plan
 4 overlaid, is marked for identification.)

5

6 ATTORNEY WERSINGER: John, advancing
 7 now if you would, with your next exhibit, provide us
 8 with an overview and some detail to the extent
 9 necessary of the site improvements that are proposed
 10 in connection with this development.

11 JOHN DIGIACINTO: Yes. So what we've
 12 done here with AE-2, which is a site plan over an
 13 aerial. We have overlaid the proposed townhouse
 14 units, as well as the roadways on this site.

15 Just to kind of give you a context of
 16 where things sit related to the property line and
 17 the perimeter. I think it's going to be a little
 18 easier if I go right to the site plan. It's AE-3.

19 And this was included in the set; this
 20 is not a new drawing.

21

22 (Exhibit AE-3, Site Plan, is marked for
 23 identification.)

24

25 JOHN DIGIACINTO: Let me know when

21

1 you're good.

2 Okay, so this is the site plan that
 3 was submitted with the application package. As
 4 shown on here there are 132 proposed single-family
 5 townhouse units. 125 of them are three-bedroom
 6 townhouse units in clusters throughout the site
 7 ranging from three units to ten units, and there is
 8 a seven-unit affordable townhouse building down in
 9 the -- or I should say up in the northeast corner.
 10 That has two stacked one-bedroom units, three
 11 2-bedroom units and two 3-bedroom units.

12 You could also see on the eastern side
 13 that the cross, new Cross Avenue that is being
 14 constructed. This is a 50-foot right-of-way with a
 15 30-foot cartway that will eventually be dedicated to
 16 the Borough.

17 Within the site we have new private
 18 roadways. Access to the site is off of Cross Avenue
 19 through this split entry/exit. Coddington Oval is
 20 your perimeter roadway that wraps through the site.
 21 Dehnz Avenue extends from the entrance through the
 22 site, essentially splitting it in half. And then
 23 Denarski provides another east-west connection a
 24 little further north.

25 All of the roadways are 24 feet in

22

1 width. We have 63 on-street parking spaces for
 2 guests. Those are 8-by-23 spaces. And we have
 3 four-foot sidewalks on both sides of all the roads
 4 inside the site and on the west side of Cross
 5 Avenue.

6 Worth mentioning that the municipal
 7 ordinance requires sidewalks on both sides of all
 8 roadways. We are requesting a waiver from putting a
 9 sidewalk on the east side of the roadway which
 10 essentially is butting right up against 9 and 35.
 11 So we have sidewalk on the west side along the
 12 project site.

13 There was some discussions with the
 14 fire official, CME was also involved to some extent
 15 involving the prospect of providing additional
 16 access to the site. Based upon recommendations of
 17 the fire official it was determined that no
 18 additional access was required.

19 RSIS, Residential Site Improvements,
 20 actually considers this two access points because of
 21 the split entry so that you have an inbound lane, an
 22 island, and then an exit lane. Should one of those
 23 end up getting blocked, you have the emergency
 24 access through this other lane.

25 Each of these townhouse units will have

23

1 a one-car garage and an asphalt driveway, a minimum
 2 of 10-by-21 feet. As was mentioned there is an
 3 option for a 10-by-10 deck or patio on all of the
 4 units. I should say all of the market-rate units;
 5 the townhouse units do not have decks -- or the
 6 affordable units do not have decks, excuse me.

7 ATTORNEY WERSINGER: And, John, let
 8 me, if I could ask you there, with respect to
 9 35 units that we've identified, those include the
 10 clusters to the west, correct.

11 JOHN DIGIACINTO: 29-unit clusters
 12 along the west.

13 ATTORNEY WERSINGER: And one cluster.
 14 JOHN DIGIACINTO: And one cluster down
 15 here.

16 ATTORNEY WERSINGER: To the west -- to
 17 the east.

18 JOHN DIGIACINTO: Sorry, east. And
 19 actually the last unit of this second cluster.

20 ATTORNEY WERSINGER: And that's a
 21 total of 35.

22 JOHN DIGIACINTO: Yeah. I think it's
 23 actually 36 with the one.

24 ATTORNEY WERSINGER: With the one, all
 25 right. Those are not being asked, though, for

24

1 10-by-10 decks, those would be scaled back to either
 2 7-by-12, of 7-by-14, if they're allowed.

3 JOHN DIGIACINTO: Correct.
 4 ATTORNEY WERSINGER: Okay.
 5 JOHN DIGIACINTO: I was going to get to
 6 that in the zoning part of my testimony.

7 The on-site roadways provides adequate
 8 access for fire, garbage, as well as other vehicular
 9 circulation in our set. We included truck
 10 circulations for a 46-foot-long fire truck, which is
 11 a 95-foot ladder truck, a 38-foot I believe it was
 12 garbage truck and a 26-foot FedEx truck. Basically
 13 shows circulation throughout the site.

14 Other vehicles that may enter the site
 15 would include obviously buses. You know, school
 16 buses. Those are typically smaller and definitely
 17 no bigger than the garbage truck, so they'll
 18 circulate through the site just as easily.

19 There's an at-grade parking lot right
 20 off the street in front of the affordable units that
 21 accommodates 16 parking spaces, in accordance with
 22 the RSIS requirements for parking. And in
 23 accordance with the ADA requirements there's one
 24 handicap space there.

25 The project is also going to include a

25

1 tot lot/picnic area about 5,500 square feet in this
 2 area. It was agreed -- or the applicant has agreed
 3 to provide more details as part of resolution
 4 compliance for that tot lot. And that was one of
 5 the requirements of the ordinance in the Settlement
 6 Agreement.

7 There are retaining walls scattered
 8 throughout the site. The maximum height of the
 9 retaining walls is about five and a half feet.
 10 Chain link fencing is provided on the top of the
 11 wall where the wall height exceeds two feet, which
 12 is a requirement for safety. You can see some of
 13 these walls here on the west side, on the north,
 14 just coming around towards Cross Avenue, and then
 15 there's some internally around the stormwater basins
 16 as well as a couple here along the south.

17 As was mentioned there's two
 18 free-standing signs at the entry. Those are located
 19 on either side of the entry off Cross Avenue.
 20 Again, the plans were mislabeled; the applicant has
 21 agreed they will comply with the ordinance of up to
 22 24 square feet and a maximum height of four feet.
 23 Plans will be revised as part of resolution
 24 compliance to address that as well.

25 Lighting and landscaping will be

26

1 provided throughout the site, which I will get into
 2 in a little more detail down the road here as well.
 3 We have new utilities, obviously, throughout the
 4 site, including stormwater conveyance, sanitary
 5 sewers, water mains, electric, gas,
 6 telecommunications that will be servicing this
 7 project. There are four stormwater management
 8 basins proposed. You can see the one large one
 9 here. There's a smaller one all the way down on the
 10 south, in the west corner, and then there's two
 11 basins on the either side of Coddington Oval, one
 12 between Coddington and Cross Avenue, and one just
 13 inside the site.

14 Both basins are surrounded by six-foot
 15 chain-link fence and have vehicular gates to provide
 16 access either into the basin or to a perimeter road
 17 and into the basin for maintenance purposes.

18 Okay, so to get into the important
 19 piece of the puzzle, which is the zoning, this
 20 project complies with all of the Borough of
 21 Sayreville code requirements, as well as the site --
 22 Residential Site Improvement Standards. Permitted
 23 uses include single-family attached
 24 structures/townhomes, affordable units has stacked
 25 flats with a multi-family dwelling or as part of the

27

1 townhouse building.

2 Obviously, what we propose here,

3 single-family attached townhomes and affordable

4 units, including one stacked unit, in that building.

5 The minimum lot area required is 20 acres. The full

6 site, including Cross Avenue, is 23.1. With the

7 dedication of a right-of-way at Cross Avenue, the

8 remaining site will be 22.2. So both are in

9 compliance.

10 Minimum building setbacks from Cross

11 Avenue, the requirement is 25 feet. We are

12 proposing 25.5 feet, and that's to the affordable

13 structure.

14 On the western perimeter the setback

15 requirement is 100 feet, currently providing 102.3.

16 And all other perimeter lot lines are required to

17 have 25 feet, and the minimum on the other lot lines

18 is 27.3. So that would include this north side,

19 south side and this portion along the South Amboy

20 municipal border.

21 As was mentioned, there was concern

22 raised about the decks. Plans identify encroachment

23 of these three clusters, as well as the cluster down

24 here in this one unit, have a fifth cluster, for a

25 total of 36 of the 125 units.

28

1 As counsel for the applicant indicated

2 the decks that are in question will either be scaled

3 back to 7 by 12 or 7 by 14, or removed if not

4 authorized by the -- or approved by the zoning

5 officer, and the decks could also be replaced with

6 patios.

7 The ordinance includes a requirement

8 for distance between buildings. This design exceeds

9 all required distances defined in the ordinance.

10 The maximum building height for the

11 townhouses is two and a half stories, 35 feet. The

12 affordables/multi-family is three stories at

13 48 feet, which would be this unit. The proposal is

14 two and a half stories, 35 feet for all of the

15 units, both the market-rate as well as the

16 affordable.

17 Maximum building coverage is allowed

18 to be 25 percent; we're proposing 12.7 percent.

19 As far as the Residential Site

20 Improvement Standards they provide a lot of guidance

21 on the -- I'll say the infrastructure, not the units

22 themselves. Particularly on the cartway and

23 right-of-way widths, the width of travel way on a

24 site residential access street which would be

25 this -- these internal streets with parallel

29

1 parking, the width of the travel way is required to

2 be 21 feet; we have provided 24 feet, so two 12-foot

3 lanes.

4 Cross Avenue is required to have a

5 travel way of 30 feet. We're providing 30; two

6 15-foot lanes.

7 Parking lane width along these internal

8 streets is a minimum of seven feet; we proposed

9 eight feet.

10 And the right-of-way width for Cross

11 Avenue is required to be 50 feet for that 30-foot

12 cartway and we propose 50 feet, which is part of

13 that piece of the property that will get dedicated

14 to the Borough.

15 As far as parking requirements, a

16 three-bedroom unit requires 2.4 spaces per unit. So

17 for the 125 units we need 300 spaces. Of that 300

18 spaces, one-half space per unit is required for

19 on-street common guest parking. So 125, we end up

20 with 63 required on-street parking spaces.

21 The affordable housing units based on

22 the number of bedrooms requires a total of 16

23 spaces, which we have provided here. And based on

24 the ADA requirements for 16 spaces we have included

25 one handicap space. So the total required is the

30

1 300 plus the 16, obviously 316.

2 What we're proposing is two spaces for

3 each unit, which is inclusive of a garage as well as

4 the driveway, which brings us to the 250 spaces.

5 Plus 63 on-street spaces, which gives us a total of

6 313, whereas 300 are required for these units.

7 Again we have 16 spaces for the affordable units,

8 for a total of 329, which is 13 more than what is

9 required of 316.

10 As was stated, the applicant agrees to

11 comply with the state statute for EV parking

12 requirements both in the market-rate townhouses as

13 well as the parking associated with the affordable

14 housing units. As far as accessible parking goes

15 the townhouse units themselves are actually exempt

16 from the ADA requirements, so the ADA requirements

17 only apply to the affordable housing parking lot.

18 Again we have one space in accordance with the

19 requirements for a 16-space parking lot.

20 RSIS also provides guidance on street

21 grade, curbs, and intersection design criteria. The

22 project is in compliance with that design criteria

23 for minimum and maximum grades, radii, as well as

24 stanchion lights.

25 Langan prepared a Traffic Impact Study

31

1 that was submitted to and accepted by the board's
2 consultants. Based on the results of the study the
3 proposed development will not significantly impact
4 the adjacent roadway network. And the access drive
5 to Cross Avenue will operate safely and efficiently
6 during peak traffic hours.

7 I'm going to jump to the next exhibit,
8 A-4 -- AE-4, excuse me. Okay, so this is AE-4.
9 This is the overall draining plan that was included
10 in the submitted drawing set.

11
12 (Exhibit AE-4, Overall Drainage Plan,
13 was marked for identification.)

14
15 JOHN DIGIACINTO: So one of the
16 important things, obviously, with any development is
17 stormwater. This project disturbs over an acre of
18 land and increases impervious coverage by more than
19 an acre, therefore, it's considered a major
20 development, which requires us to address quantity,
21 quality, and groundwater recharge. The proposed
22 design is in compliance with the Borough of
23 Sayreville and NJDEP stormwater regulations.

24 As I mentioned we are providing four
25 above-ground infiltration basins, that I had pointed

32

1 out before. There is a subsurface collection
2 conveyance system, catch basins, manholes, and pipes
3 that will convey -- that can convey the 100-year
4 storm event, which is the maximum design event and
5 distributes the water into these various basins.

6 As I've mentioned earlier, the majority
7 of the runoff from this site drains to seven
8 existing depressions within the site and infiltrates
9 into the subsoils. The majority of the runoff does
10 not discharge off the site.

11 To meet the stormwater quantity
12 requirements, three of these four basins, which
13 would be the southern, southeastern and this one on
14 the west side of Cross Avenue, are designed as
15 infiltration basins; all the water that drains to
16 these will percolate back into the ground.

17 The fourth basin, which is between
18 Cross Avenue and the internal roadway, Coddington
19 Oval, acts as an infiltration basin for what's
20 called the two-year storm event. And then it's
21 controlled by an outlet control structure to
22 minimize and reduce the discharge that will be piped
23 into a downstream system associated with Route 9 and
24 35. Based on this design we are in compliance with
25 the municipal, as well as the state stormwater

33

1 regulations.

2 Another piece that has to be addressed
3 is stormwater quality. Quality is met by treating
4 the stormwater at 80 percent through the use of the
5 infiltration basins.

6 And recharge obviously because we're
7 infiltrating, the majority of the groundwater is
8 going back into the ground, so we are exceeding the
9 existing pre-developed annual recharge rate.

10 The basins, in accordance with state
11 regs, have been designed to drain within 72 hours.
12 And as part of the recharge piece of the puzzle, the
13 state and local regulations make you look at what's
14 called groundwater mounding analysis, because we're
15 re-introducing that water into the ground, the
16 ground water table starts to rise up and can impact
17 how well that water can get into the ground. That
18 was included in the design and we are in compliance.

19 Then switch to the next one, AE5.
20 BOARD SECRETARY: Okay.
21 JOHN DIGIACINTO: Okay. This is AE-5,
22 Overall Utility Plan. Again this was included in
23 the drawing set. This is basically showing all the
24 utility improvements.

25

34

1 (Exhibit AE-5, Overall Utility Plan, is
2 marked for identification.)

3
4 JOHN DIGIACINTO: One major improvement
5 that we have beyond servicing the site is this
6 existing 30-inch cast iron water main that traverses
7 through the property. About 260 feet of that is
8 going to be -- I'll say reconfigured, reconfigured
9 vertically because we are changing grades in this
10 area and raising grades.

11 Middlesex Water Company wanted us to
12 bring that closer to grade instead of making it
13 deeper and harder to access, if they ever had to
14 maintain it in the future.

15 In addition, we have close to
16 4,100 feet of 8-inch water main throughout the site.
17 There will be interconnection from the Sayreville
18 tower further south on Raritan. That will come up
19 and feed into this property. Then you have the
20 loop, you have loops through the property as well as
21 basically you have water in every one of these roads
22 creating a loop around the property and bisecting
23 the loop in a couple of locations.

24 And then there's an interconnection
25 that will go up into Oak Street and head north to

35

1 tie into an existing 16-inch water main that
 2 dead-ends in Oak Street. Fire hydrants are provided
 3 throughout the site in compliance with the Borough
 4 standards as well as RSIS.
 5 Sanitary, sewer, there is approximately
 6 3,500 linear feet of sewer, again in the majority of
 7 the roadways. So there's pipes, manholes. That's
 8 conveying all of the sanitary sewage down to this
 9 central eastern area where there will be a pump
 10 station installed. That pump station will then
 11 force the flow up what's going to be known as
 12 Denarski Drive slightly to the north. At this point
 13 the sanitary will gravity-flow into Oak Street into
 14 the existing sanitary sewer system.
 15 As part of our design process in
 16 addressing review comments from CME we performed a
 17 sewer-capacity analysis and showed that the
 18 downstream sewer system has the capacity to take the
 19 flow from this site.
 20 And, as I mentioned, electric, gas and
 21 telecom will be installed throughout the site.
 22 I'm going to switch over to AE-6.
 23
 24 (Exhibit AE-6, Overall Landscape Plan,
 25 was marked for identification.)

36

1 JOHN DIGIACINTO: AE-6 is our Overall
 2 Landscape Plan. Again, included in the set we
 3 submitted. This shows the proposed plantings
 4 throughout the redeveloped portions of the site. We
 5 have included just over 650 new trees, just shy of
 6 4,000 evergreen shrubs, over 2000 deciduous shrubs,
 7 and on the order of 10,000 smaller plantings,
 8 groundcover, perennials, ornamental grasses
 9 throughout the site.
 10 This design conforms to the Sayreville
 11 Land Development Ordinance, and the tree planting
 12 is -- was agreed to as part of the Settlement
 13 Agreement.
 14 There was a comment from the planner
 15 about additional plantings in the back here. I
 16 should say the west; I don't want to call it the
 17 back yet. So the applicant has agreed to supplement
 18 plantings along that western buffer to better screen
 19 the adjacent properties to the west, if deemed
 20 necessary at the tail end of the construction.
 21 This will be accomplished by moving
 22 trees from other areas of the site and planting them
 23 within the setback buffer.
 24 ATTORNEY WERSINGER: John, let me ask
 25 you, just I wanted to make clear one specific thing.

37

1 There's an agreement between Rocville and you're
 2 aware, are you not, of the agreement between
 3 Rocville and the Riverton development --
 4 JOHN DIGIACINTO: Yes.
 5 ATTORNEY WERSINGER: -- developer
 6 regarding the installation of an eight-inch water
 7 main that is not required by our site specifically,
 8 but extends along the easterly boundary of the site
 9 and then up along Cross Avenue, correct.
 10 JOHN DIGIACINTO: Yeah. Yeah, along
 11 the eastern property line and then across Cross
 12 Avenue.
 13 ATTORNEY WERSINGER: And up Oak Street
 14 for the Riverton projects streets, correct.
 15 JOHN DIGIACINTO: Yes. That's my
 16 understanding, yes.
 17 ATTORNEY WERSINGER: When that line is
 18 installed there are approximately 22 trees along
 19 that westerly line that would -- cannot be planted
 20 because of that line, correct.
 21 JOHN DIGIACINTO: Right.
 22 ATTORNEY WERSINGER: And those would
 23 be part of a relocation to the westerly side; would
 24 they not.
 25 JOHN DIGIACINTO: Correct. Yeah, so

38

1 the plan does have a note here, "22 trees may
 2 require relocation."
 3 BOARD ENGINEER: Mr. Chairman, if I
 4 might.
 5 Mr. Wersinger, you indicated 8-inch
 6 line, Riverton line is 12-inches.
 7 ATTORNEY WERSINGER: 12.
 8 JOHN DIGIACINTO: I think they wanted
 9 12. I don't know what their final number was.
 10 ATTORNEY WERSINGER: I apologize, yes.
 11 BOARD ENGINEER: Your lines on-site
 12 are eight, and 12 is going to the Riverton.
 13 ATTORNEY WERSINGER: All right. I
 14 stand corrected.
 15 JOHN DIGIACINTO: Yeah, so with the
 16 installation of that line along this property line
 17 the applicant was, assuming it moves forward, the
 18 applicant has agreed to provide an easement for that
 19 line. Part of the requirement, though, will be that
 20 trees cannot be planted on top of that water line so
 21 those 22 trees will be relocated.
 22 The first plan would be to relocate
 23 them here along the western edge, to help create a
 24 denser buffer to the residents.
 25 BY ATTORNEY WERSINGER:

39

1 ATTORNEY WERSINGER: And the location
2 would be wherever the planner and/or the board would
3 like them to be.
4 JOHN DIGIACINTO: Right, we'll be
5 directed to provide where to put those additional
6 trees.
7 And if more than the 22 is desired, the
8 applicant agrees to remove some of the trees in
9 between some of the clusters to help create even
10 more dense planting in that area.
11 Now we're up to AE-7.
12
13 (Exhibit AE-7, Lighting Plan, was
14 marked for Identification.)
15
16 BOARD SECRETARY: You said seven?
17 JOHN DIGIACINTO: AE-7, yes.
18 This is, again AE-7, this is the
19 lighting plan. As with a lot of the others, this
20 was included in the set that was submitted.
21 This shows the proposed street lighting
22 around all of the new roadways as well as Cross
23 Avenue. We have 83 new post-top fixtures within the
24 internal roadways and seven new cobra-head lights
25 along Cross Avenue.

40

1 The lights internal will have what's
2 called house-side shields to prevent the light from
3 spilling into the townhouses units.
4 In addition, building-mounted
5 residential-style lots will be provided at ingress
6 and egress locations on the townhouses. You know, a
7 little light at your front door. And this lighting
8 complies with the Borough of Sayreville ordinance.
9 And, as Peter mentioned, this project
10 has been going on for quite some time. We initially
11 submitted, I believe, December 2019. We've worked
12 with CME since then addressing items that were
13 deemed initially as incompleteness items and then
14 through two technical reviews. Our most recent
15 submission was this December 16th, 2022, submission.
16 The applicant, as well as Langan,
17 agrees to work with CME, the Borough engineer, to
18 resolve any open comments that still remain. And
19 also to obtain the outside agency approvals that
20 were listed in CME's last two Technical Review
21 letters.
22 We've had both informal and formal
23 comments from the planner. Some of the informal
24 comments were addressed in our December 16th
25 submission with the comment response letter. Most

41

1 recently a letter, dated February 24th, was
2 provided.
3 I believe my testimony, and the
4 testimony you're going to hear from the architect
5 just momentarily, addresses the comments that were
6 provided in that letter. But the applicant does
7 agree to work with the planner to resolve any open
8 comments.
9 And lastly, we worked directly with the
10 fire official, Kevin Krushinski. I hope I
11 pronounced that right. He has reviewed the plans.
12 We have provided fire lane striping and signage,
13 including painting of the curbs throughout the site.
14 That is documented on the site plan. And he deemed
15 that acceptable in an email that was provided on
16 January 3rd.
17 And that wraps up my testimony and I
18 guess it opens it up to questions.
19 CHAIRMAN MULLER: Any questions by the
20 board? Anthony?
21 MEMBER SPOSATO: Yes, I have a few
22 questions for you. Appreciate it.
23 I know that we had some residents who
24 were vocal during one portion of your presentation,
25 so I wanted to ask some questions regarding your

42

1 traffic study. It's an important issue for us here
2 in town. I know my son will often tell me, Daddy,
3 you're driving too fast." I don't think I'm driving
4 too fast, but he does. So speed is kind of a
5 perception.
6 JOHN DIGIACINTO: Understood.
7 ATTORNEY SPOSATO: So your traffic
8 study concluded that it will not meaningfully impact
9 traffic at Cross Road, correct?
10 JOHN DIGIACINTO: Correct.
11 ATTORNEY WERSINGER: Is there any
12 further detail that you can provide me for some
13 transparency about the impact that that section will
14 have on residents?
15 JOHN DIGIACINTO: I, personally, did
16 not write the traffic report. I have reviewed it,
17 obviously worked with our traffic engineer.
18 My understanding from reading the
19 report as well as discussing it with him, is there
20 should be very limited impacts to the residents.
21 There is a fairly limited number of new trips being
22 generated during both the peak a.m. and p.m. hours
23 that have relatively little effect on the
24 intersections within this, you know, general area.
25 MEMBER SPOSATO: Appreciate that. And

1 if we do have questions from the public, I would
2 appreciate it.

3 BOARD ENGINEER: Mr. Chair, just for
4 the board's information, the traffic study was
5 something that our office reviewed and in my
6 comments that we raised initially we had asked the
7 question, can you provide an access directly from
8 Route 9 to the site, that way cars would go in and
9 out, don't have to utilize Oak Street and the
10 adjacent streets. It was reviewed, and I think they
11 contacted the state and the state indicated it would
12 not satisfy their requirements, so it wouldn't be
13 feasible to provide an alternate access other than
14 Cross Avenue.

15 And we did raise questions about
16 traffic on Oak Street and the way the report is
17 written is the majority of traffic is going to be
18 heading towards Raritan Street. You may have
19 additional traffic, if someone is heading southbound
20 on Route 9 in order to get to this development, they
21 may utilize Oak Street. So you may have an increase
22 in traffic on certain times on Oak Street, but the
23 majority of the traffic is heading towards Raritan
24 Street.

25 So it shouldn't have a great impact on

1 the Oak Street area.

2 MEMBER SPOSATO: Appreciate that.

3 Do you have an estimate on the number
4 of trees that plan on being taken down?

5 JOHN DIGIACINTO: I do not, off the
6 top of my head. It's, obviously, a significant
7 number.

8 MEMBER SPOSATO: Okay. And we
9 appreciate the full commitment to, again, tree bank
10 or to replace.

11 You said 650 new trees, correct?

12 JOHN DIGIACINTO: Yeah. I think it's
13 just shy of 650.

14 BOARD ENGINEER: And, Mr. Chair, let
15 me clarify.

16 There is approximately 6,000 trees on
17 the site that is going to be coming down. And that
18 was one of the items that was part of the
19 litigation.

20 This application in the initial
21 Settlement Agreement, in our opinion, was not clear
22 as to whether this applicant had to comply with the
23 tree ordinance or not. So in our initial review
24 back in 2020, we indicated that we felt that it was
25 required. And that was one of the items that was

1 part of the litigation; the applicant felt that it
2 was not appropriate to require, and eventually it
3 was part of the Settlement Agreement.

4 So the applicant is not required to
5 comply with the tree bank ordinance requirements, so
6 he's not making the typical contributions. He is
7 going to provide more trees than were initially
8 proposed as part of that Settlement Agreement. He's
9 also making a contribution to the Borough that could
10 be utilized for trees, not in the amount required by
11 the ordinance, but what was agreed to in the
12 Settlement Agreement.

13 So you made a statement that they're
14 complying with the ordinance; they're not.

15 MEMBER SPOSATO: They're not.

16 BOARD ENGINEER: They're complying
17 with the condition in the Settlement Agreement. We
18 attempted to try to get them to comply with the
19 ordinance, but through the litigation process it was
20 deemed it wasn't appropriate and it was settled.

21 VICE-CHAIRMAN BUCHANAN: Jay, how much
22 is being donated to the Borough?

23 BOARD ENGINEER: In addition to what
24 they're planting on the site I believe it's a
25 \$42,000 contribution. It could be utilized for tree

1 plantings or road improvements on Cross Avenue.

2 VICE-CHAIRMAN BUCHANAN: Do you how
3 much the road improvements are going to be needed on
4 Cross Avenue?

5 BOARD ENGINEER: There was some paving
6 work that already was done on Cross Avenue that I
7 think was in the 15 or \$20,000 range. This
8 contribution is a \$40,000 range.

9 There are other improvements necessary
10 to be done to Cross Avenue in the future. There's
11 not sanitary sewers in that area. So it could be
12 utilized for that by the Borough, but that hasn't
13 been decided yet.

14 VICE-CHAIRMAN BUCHANAN: Okay.

15 Now, I know there was some issues
16 regarding, back in the day, Cross Avenue going over
17 Costa Verde's property.

18 BOARD ENGINEER: That is being
19 resolved as part of this application. The applicant
20 is going to go, it's taking the roadway off Costa
21 Verde's property.

22 Again, it's up to the Borough to take
23 it from there out to Oak Street if they want to
24 improve it. But this applicant is going to re-align
25 it so it's going to no longer run on the Costa Verde

1 property.

2 JOHN DIGIACINTO: And the drawings
3 that were submitted actually have that re-alignment
4 to eliminate that issue with --

5 BOARD ENGINEER: And that's all part
6 of the settlement agreement. Those were the
7 engineering issues.

8 And the second settlement agreement
9 really addressed all the engineering concerns that
10 were raised in our 2020 report.

11 ATTORNEY WERSINGER: Mr. Chairman, I
12 think if I may just as -- in conjunction with these
13 issues, I just wanted to make sure that -- all of
14 the traffic reports and all the other submissions
15 weren't part of the exhibits that are introduced
16 here. That's why I think it would be appropriate to
17 have the Settlement Agreement, which deals with a --
18 there's a number of exhibits that deal with the road
19 reconfiguration, deal with the sanitary, deal with
20 the landscaping issues.

21 And also, I wanted the board to be
22 aware that the portion of Cross Avenue that is on
23 the NL site, that it has to be totally reconstructed
24 by the applicant. That is not a Borough issue. The
25 Borough only has to deal with Cross Avenue where

1 it's off the NL site.

2 BOARD ENGINEER: And in my report to
3 the board I provided the 2018 settlement, 2022
4 settlement, as well as my initial technical review
5 which triggered the second litigation.

6 So the board has all that information
7 in their packets.

8 ATTORNEY BARLOW: And they're all
9 encompassed as part of the record.

10 ATTORNEY WERSINGER: Thank you.

11 MEMBER ALLEGRE: Mr. Chairman?

12 CHAIRMAN MULLER: Yes.

13 MEMBER ALLEGRE: Going back to the
14 traffic study, and there was a question made and you
15 pointed it towards Jay, who reviewed this study,
16 rather than yourself.

17 Cross Avenue meets up with Raritan
18 Street, and you're going to be directly south of the
19 on/off ramp onto Route 9.

20 So have we looked at traffic volumes
21 entering from -- going from Cross Avenue onto
22 Raritan Street?

23 JOHN DIGIACINTO: Yes.

24 MEMBER ALLEGRE: And what is the
25 average number of trips on-peak and off-peak?

1 Is there going to be any additional
2 signage when you're going from Cross Avenue onto
3 Raritan Street?

4 Because I'm looking at it as if I want
5 to go on Route 9 South and I'm leaving the complex,
6 which way am I going to go? I'm going to go up to
7 Oak Street, which to me is further away from getting
8 out to Cross Street?

9 No one makes a U-turn to go from Cross
10 Avenue onto Raritan Street, loop around back onto
11 the on ramp to Route 9 South, which that
12 intersection could be hairy at sometimes as it is
13 with Cross Avenue and the on/off ramps that I,
14 myself, living in the neighborhood for 10 years, and
15 sometimes I've misjudged which street I'm turning
16 onto. So I think it will be maybe a little more
17 busy, now that you have 135 units.

18 JOHN DIGIACINTO: So I don't have the
19 entire report with me, but we did look at the
20 Raritan -- analyze the Raritan Street/Cross Avenue
21 intersection; Raritan Street and the U.S. 9
22 southbound ramps; Raritan Street and U.S. northbound
23 ramps; as well as the driveway to the site on Cross
24 Avenue. Based on the intersection capacity analysis
25 that was provided here, Raritan Street and Cross

1 Avenue's Level of Service changes from a "C" to a
2 "D" in the a.m. and stays a "C" in the p.m.

3 So it would see a little more traffic
4 in the a.m. period at that intersection.

5 MEMBER ALLEGRE: So, for the public,
6 what is a "C" in lay terms?

7 JOHN DIGIACINTO: So the Level of
8 Services are "A," "B," "C," "D" and then I think it
9 goes directly to "F," if I'm not mistaken.
10 Actually, there is an "E."

11 That basically summarizes the delay to
12 make the movement that you want to make. "A" is
13 obviously, as you would expect, the best. Pretty
14 much no restrictions, you're making that movement
15 very quickly. And they're based on time frames, "A"
16 is less than 10 seconds to make the maneuver that
17 you're looking to do.

18 So "C" to "D" you're going from what
19 would be between 20 and 35 seconds to between 35 and
20 55 seconds. So I don't have the data with me to
21 know -- actually, I do.

22 So the a.m. "C" at Raritan Street and
23 Cross Avenue is a 17.4. That's for an unsignalized
24 intersection, sorry. That's 15 to 25. "D" is 25 to
25 35. So we're at 17. And that goes to 27, so it's

1 about a -- results in about a 10 seconds longer to
 2 make that maneuver.
 3 ATTORNEY WERSINGER: That's at the
 4 peak hour?
 5 JOHN DIGIACINTO: Sorry?
 6 ATTORNEY WERSINGER: That's at the peak
 7 hour?
 8 JOHN DIGIACINTO: At the peak hour.
 9 BOARD ENGINEER: And also,
 10 Mr. Chairman, the question about the need for a
 11 traffic signal at that intersection was discussed
 12 and it would not be warranted, so it's not something
 13 that we could even approve.
 14 JOHN DIGIACINTO: Yeah, traffic
 15 signals have to meet certain warrant requirements,
 16 and the traffic capacity at that area is not is not
 17 significant enough to warrant the installation of a
 18 traffic signal.
 19 MEMBER ALLEGRE: Thank you.
 20 CHAIRMAN MULLER: Mr. DiGiacinto, if I
 21 heard your testimony right, there's only going to be
 22 one handicap spot in this entire unit?
 23 JOHN DIGIACINTO: Correct.
 24 CHAIRMAN MULLER: And I know you said
 25 that because you're not required to provide handicap

1 spots for the market-rate units; is that correct?
 2 JOHN DIGIACINTO: Correct.
 3 CHAIRMAN MULLER: And you're just
 4 required to provide for the affordable housing?
 5 JOHN DIGIACINTO: Yes. So the
 6 accessible requirements for a lot of 16 spaces only
 7 requires one space. If all these units are
 8 accessible, the handicap, if it's deemed necessary
 9 it's very easy to add in the second space.
 10 As you know, most ADA spaces have that
 11 five-foot wide strip. So we have the one with the
 12 five-foot strip. If the second one is needed based
 13 on tenants, we can very easily add a second space.
 14 CHAIRMAN MULLER: To the affordable
 15 units?
 16 JOHN DIGIACINTO: Yes.
 17 CHAIRMAN MULLER: So the market rates,
 18 there's not going to be any?
 19 JOHN DIGIACINTO: Those units are --
 20 no, these units are not deemed accessible.
 21 So it would be similar to -- I hate to
 22 say it, but Grandma coming to visit you at your
 23 house; she's going to pull up, get out, you're going
 24 to help her up the stairs. But she's going to park
 25 in the driveway.

1 Not necessarily Grandma but...
 2 CHAIRMAN MULLER: In terms of the
 3 entranceway and the ingress into the development,
 4 there's only one access point, right?
 5 JOHN DIGIACINTO: Correct. This
 6 connection here, Cross Avenue.
 7 CHAIRMAN MULLER: Is there any other
 8 opportunity in this development to provide an
 9 emergency access? God forbid there's some type of
 10 an emergency.
 11 I know you said that there's two lanes
 12 and it's divided by -- separated by a divider, but
 13 if that access point is knocked out by a bad
 14 accident or a fire or something, there's no other
 15 way into this development.
 16 JOHN DIGIACINTO: Correct.
 17 CHAIRMAN MULLER: Is there any
 18 opportunity to put an emergency access into the
 19 development?
 20 JOHN DIGIACINTO: Obviously we have
 21 the Raritan River Railroad over here. Raritan
 22 Street is pretty well separated from this site. You
 23 have the buffer of the residents here. There's
 24 quite a different grade change between Cross Avenue
 25 and the site here, which is why we have retaining

1 walls.
 2 I would say that there is the potential
 3 opportunity to bring something up to Oak Street.
 4 However, I'm not sure if that is preferred. When we
 5 talked to Kevin Krushinski -- when Kevin Krushinski
 6 and I had talked about emergency access, he was
 7 comfortable with this (pointing). He did not
 8 believe this was a good idea (pointing).
 9 CHAIRMAN MULLER: What's the status of
 10 the environmental remediation on the property?
 11 Are you able to testify to that or is
 12 that another witness?
 13 JOHN DIGIACINTO: Do you want me to do
 14 it or do you want to do it?
 15 ATTORNEY WERSINGER: No, no, you can
 16 go.
 17 JOHN DIGIACINTO: Okay, so we're not
 18 intimately involved in this, but obviously we are on
 19 the site.
 20 NL Industries is remediating any
 21 contamination on this site. They have about six
 22 inches of soil to remove in this corner to get rid
 23 of very minor contaminants.
 24 They have cleanup that they need to do
 25 up here, near Oak Street and Cross Avenue's

1 intersection that they're going to be doing.
2 And then there were some environmental
3 issues with some settling ponds, that's also being
4 addressed by them.

5 My understanding is that they are
6 actually gearing up to start doing that work in the
7 very new future, with the intent of completing it
8 this year.

9 ATTORNEY WERSINGER: If I can, I'll
10 represent to the board, as a result of our contract
11 with NL Industries that, first of all, they got a
12 -- received a year extension for their cleanup
13 duration. But the intention is for that to be
14 concluded sometime during the summer, or certainly
15 by the end of the summer.

16 And I just also represent to the board
17 that there will be no development until there's a
18 final RAO issued with respect to this by DEP. So
19 that is a condition without question.

20 BOARD ENGINEER: We have a number of
21 outside agency approvals listed in our report and
22 that's one. We require that to be complied with to
23 make sure that the site is cleaned up.

24 CHAIRMAN MULLER: Is there a
25 construction phasing plan for the site?

1 JOHN DIGIACINTO: Based on -- that has
2 come up several times. Based on discussions with
3 the applicant they are planning on doing this in one
4 phase.

5 CHAIRMAN MULLER: How about a -- is
6 there an area for a leasing office?

7 Once you -- once you get it up, is
8 there an area for leasing the floors, et cetera?

9 ATTORNEY WERSINGER: If I can
10 represent on behalf of the applicant?

11 CHAIRMAN MULLER: Sure.

12 ATTORNEY WERSINGER: There is no
13 current plan for that because these are being --
14 these are intended to be for-sale units.

15 CHAIRMAN MULLER: Okay.

16 ATTORNEY WERSINGER: All right?

17 So, you know, the economy can dictate a
18 lot of things but as of now these will be 132
19 for-sale units.

20 BOARD ENGINEER: You may set up one of
21 the buildings as a model area?

22 ATTORNEY WERSINGER: Yes.

23 BOARD ENGINEER: But the
24 existing -- the proposed building, you're not going
25 to have something special...

1 ATTORNEY WERSINGER: No, nothing else.
2 And we also have our senior VP of
3 construction here, Lee Panfili. He can speak to
4 those kinds of things directly, if you wanted.

5 BOARD ENGINEER: No.

6 CHAIRMAN MULLER: In terms of the pump
7 station is there going to be an emergency generator?
8 And is that for you to answer?

9 JOHN DIGIACINTO: Yes.

10 CHAIRMAN MULLER: And I'm sorry if I'm
11 hitting you with the things that are not your
12 expertise.

13 JOHN DIGIACINTO: No, no, ask away.

14 So as part of the pump station setup,
15 since it services this development, there will have
16 to be an emergency generator. The intent is to
17 build this in accordance with the municipal
18 requirements.

19 Ownership, whether it be the applicant
20 or the municipality, will be determined at a later
21 date but it will be built so that the Borough could
22 take it and own it.

23 BOARD ENGINEER: Mr. Chairman, that's
24 a condition in our report. We recommend that the
25 generator, as well as the comminuter be required.

1 And they -- you would have to give
2 detailed design drawings for that station as a
3 condition of approval.

4 JOHN DIGIACINTO: Yes.

5 CHAIRMAN MULLER: You said that there
6 were house-side shields to protect the adjacent
7 homes from the lighting; is that what you mentioned?

8 JOHN DIGIACINTO: Yes.

9 CHAIRMAN MULLER: What is that? Can
10 you just...

11 JOHN DIGIACINTO: Old-style lighting
12 with the bulbs, basically there would be a plate
13 inside the bulb, inside the glass lens that would
14 essentially reflect the lighting away. So say this
15 is the bulb, there would be some sort of shield on
16 this side so that the light wouldn't carry through
17 and hit the buildings, it would reflect back.

18 My understanding with the LEDs is --
19 which, you know, by the time this gets constructed
20 we may want to go LED -- those have been set up
21 where they're configured so that they throw the
22 light a certain way versus allowing it to come back.

23 CHAIRMAN MULLER: So it's not going to
24 impact those adjacent new houses?

25 JOHN DIGIACINTO: No. Yeah, the

1 intent is to keep that from reflecting back into
 2 your unit and, you know, keeping you up at night.
 3 BOARD ENGINEER: Mr. Chairman, I think
 4 one of the exhibits did show the photometrics from
 5 the lights and it showed that there was not spillage
 6 off the property onto the adjacent residential
 7 development.
 8 JOHN DIGIACINTO: Yeah, that would be
 9 on lighting plan, AE-7, that I had up before.
 10 CHAIRMAN MULLER: The detention
 11 basins, they're going to have six-foot chain-link
 12 fence surrounding them, you said?
 13 JOHN DIGIACINTO: That's what's
 14 proposed right now, yes.
 15 CHAIRMAN MULLER: And that's going to
 16 be sufficient to protect against children getting in
 17 there?
 18 JOHN DIGIACINTO: Yes.
 19 CHAIRMAN MULLER: Okay. And you said
 20 that there's a tot park or there's a...
 21 JOHN DIGIACINTO: Yeah, as part of the
 22 Settlement Agreement we were required to provide a
 23 tot lot/picnic area. So we've designated this area
 24 over here, which is about -- you know, this box that
 25 we're showing to roughly represent it, it's about

1 5,500 square feet. So something would be done in
 2 that area.
 3 CHAIRMAN MULLER: Okay. Anyone else
 4 on the board have questions?
 5 VICE-CHAIRMAN BUCHANAN: Chairman,
 6 yes. How many affordable units are there?
 7 JOHN DIGIACINTO: Seven.
 8 VICE-CHAIRMAN BUCHANAN: Seven. And
 9 out of how many units all together?
 10 JOHN DIGIACINTO: 132 total. And
 11 that's -- that was set up as part of the Settlement
 12 Agreement --
 13 VICE-CHAIRMAN BUCHANAN: Right.
 14 JOHN DIGIACINTO: -- the number of
 15 units for the overall development, as well as the
 16 affordable requirement.
 17 VICE-CHAIRMAN BUCHANAN: And that's
 18 the AH-3?
 19 JOHN DIGIACINTO: Yes.
 20 BOARD ENGINEER: Yes, that's part of
 21 the 2018 Settlement Agreement. The zone was
 22 specifically created for this property, AH-3, and
 23 the requirement was seven affordable units.
 24 VICE-CHAIRMAN BUCHANAN: And is this
 25 project going to affect us down the road with the

1 requirements for affordable housing?
 2 BOARD ENGINEER: It's part of your
 3 current plan, so it would be remnants of that.
 4 VICE-CHAIRMAN BUCHANAN: Right, for
 5 the next phase?
 6 BOARD ENGINEER: It's not going to
 7 benefit you for the next -- for the future phase,
 8 but it's a requirement for you to address the
 9 current plan.
 10 VICE-CHAIRMAN BUCHANAN: No, I
 11 understand. But is it going to be detrimental to
 12 us?
 13 BOARD ENGINEER: Again, to Mr. Fowler.
 14 But I don't believe that it would be from that
 15 standpoint.
 16 BOARD PLANNER: A detriment in what
 17 sense?
 18 VICE-CHAIRMAN BUCHANAN: For the next
 19 phase, needing additional affordable housing based
 20 on what we have for the town?
 21 BOARD PLANNER: They might, for the
 22 next phase, they'll do all the calculations, they
 23 could determine whether or not the condition here
 24 may be required.
 25 But it definitely helps you for the

1 next phase if you satisfy your current phase by
 2 providing these units.
 3 VICE-CHAIRMAN BUCHANAN: Okay.
 4 BOARD PLANNER: Giving you better
 5 standing.
 6 VICE-CHAIRMAN BUCHANAN: Okay.
 7 CHAIRMAN MULLER: Anyone else?
 8 MEMBER SPOSATO: Yeah, I had one.
 9 CHAIRMAN MULLER: Sure.
 10 MEMBER SPOSATO: So just again bringing
 11 it back, to be clear, I'm CLASS II designee here, so
 12 I do sit on our Environmental Commission. So some
 13 of the questions tend to focus a bit on the place
 14 that I'm coming from.
 15 JOHN DIGIACINTO: Understood.
 16 MEMBER SPOSATO: So with 650 new trees
 17 being put in, the 6,000 being taken out, it's not up
 18 to this board to ask you to do better, but again
 19 it's the power of eye contact, right?
 20 JOHN DIGIACINTO: So the initial
 21 submission that we had had on the order of 300
 22 trees, based on discussions with the professionals
 23 and as part of the Settlement Agreement that was
 24 increased to the 654.
 25 BOARD SECRETARY: Which exhibit?

1 JOHN DIGIACINTO: Going back to AE-6,
2 sorry.

3 BOARD SECRETARY: That's okay.

4 JOHN DIGIACINTO: The applicant, when
5 this issue came up, the applicant reached out to us
6 and said, "I need you to get as many trees as you
7 can on this site."

8 So I sat with our landscape
9 architecture department and we provided what we feel
10 is about as many trees as we can get on here without
11 hiding everything behind trees.

12 MEMBER SPOSATO: Sure. Yet you did
13 mention that you would be interested in potentially
14 taking additional trees out between units, correct,
15 if needed?

16 JOHN DIGIACINTO: Yes.

17 MEMBER SPOSATO: All right.

18 JOHN DIGIACINTO: So it's a little
19 hard to see in my landscape plan, so I'm going to
20 back to my site plan. That's AE-3.

21 So we have this 100-foot rear setback.
22 Essentially 71 and change feet of that, which is
23 currently vegetative, is going to be untouched.

24 If we need -- you know, the assumption
25 is there's a water line that's coming in. These 22

1 trees are going to be need to be removed. They will
2 be placed either in or along that 71 foot buffer of
3 landscaping.

4 And then, if it's deemed that, say, the
5 views -- you can see too much through here, the
6 intent would be to pull some of the trees out from
7 between the units and thicken up that buffer there.

8 MEMBER SPOSATO: Sure. Or you could
9 just plant your own trees there to start and not
10 have to take out additional trees.

11 I'm not the expert on this so I don't
12 want to assume what you can and can't do, but 6,000
13 is a lot, and 650 is not quite so many. So I don't
14 have any additional questions that I think you would
15 be able to answer on that front.

16 I did have a question. I did pull up
17 in an electric vehicle tonight, parked in the
18 parking lot. So I'm interested, you had pledged,
19 you know, full compliance with EV vehicle laws. I
20 was wondering what that would mean for this property
21 specifically?

22 What does that mean for the future of
23 this property? Is there a plan for EV charging
24 stations? Is there a plan for something that
25 accommodates those guests?

1 JOHN DIGIACINTO: So --

2 MEMBER SPOSATO: I appreciate full
3 compliance, but I would like for those watching to
4 be able to understand that.

5 ATTORNEY WERSINGER: And John can
6 testify to this specifically, but please bear in my
7 mind this is -- this is going to be ownership of the
8 townhouses, not general public parking.

9 So John can address what is going to be
10 available to frankly every townhouse unit and what
11 is going in as an absolute minimum.

12 JOHN DIGIACINTO: So the state
13 ordinance requires 15 percent of parking spaces be
14 made --

15 ATTORNEY WERSINGER: Off the street.

16 JOHN DIGIACINTO: I'm going to get
17 there. I'm going to get there.

18 -- 15 percent of the spaces will be
19 made, quote/unquote, make-ready. One-third of those
20 have to have equipment installed at the time of CO.
21 The next third is -- has to happen three years after
22 the CO. The next third, six years after the CO.

23 Off street -- sorry, on-street parking
24 is not required to provide EV charging. So the
25 off-street parking would encompass the two spaces

1 per unit for the 125 units, plus the affordable.
2 That's 266. 15 percent of that is 40.

3 The plan is 37 of these townhouse --
4 ownership townhouses will have EV equipment
5 installed at CO. It will be an option for every
6 owner to have EV installed or EV charging installed.

7 For the 16 affordables we're going to
8 be providing three EV spaces, one of which has to be
9 the ADA.

10 Is it one in five?

11 ATTORNEY WERSINGER: Five percent.

12 JOHN DIGIACINTO: Five percent of EV
13 parking has to be accessible. So you have to round
14 up to get the one.

15 So initially at CO the handicap space
16 will be an EV space. And then three years, and
17 six years at the most, the next two will come online
18 in accordance with the state regs.

19 BOARD ENGINEER: Mr. Chairman, if I
20 might, let me just clarify the comment I made about
21 the tree removal.

22 I had mentioned 6,000. 6,000 is the
23 number as required per the ordinance for replacement
24 trees. The physical number that is going to be
25 removed from the site of existing trees is

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1 approximately in the 3,500 range, so that's -- but
2 when you take in the size and the factor, that is
3 what gets it up to this 6,000.
4 So I just don't want you to think
5 there's physically 6,000 trees coming down of
6 approximately 3,500, which is a big number. The
7 6,000 number is the calculation based on the
8 ordinance.
9 MEMBER SPOSATO: And the last question
10 I had for you was about the waiver for sidewalk.
11 Jay, is that supported?
12 BOARD ENGINEER: Our office has no
13 problem with the waiver request. If you go on Cross
14 Avenue now, there's no sidewalk either direction.
15 They're proposing sidewalk on one side. Having it
16 on the opposite side adjacent to the highway really
17 doesn't make any sense; it's not going to do
18 anything.
19 So we're comfortable with the one side
20 at least having sidewalk along their property
21 frontage.
22 MEMBER SPOSATO: Okay.
23 CHAIRMAN MULLER: Anyone else?
24 BOARD PLANNER: I have a couple of
25 questions.

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1 CHAIRMAN MULLER: Sure. Go ahead.
2 BOARD PLANNER: Let me just, to the
3 engineer, just some discussion.
4 Two things that came to mind that is in
5 my report, but the left-turn into the subject site
6 when you're heading, I guess, to the north, there's
7 no designated turning lane there. I see the travel
8 lane is 15 feet wide. You have a ten-foot shoulder.
9 So if someone stops to make a left into
10 the site, and they're waiting for cars to pass that
11 are heading -- heading south, is there room to pass
12 by there without having cars queue up?
13 JOHN DIGIACINTO: Yeah, with the
14 25 feet it should be adequate. Normally you do
15 12-foot lanes, so two 12-foot lanes would be 24. So
16 the 20, 15 and the 10.
17 Although, we're actually proposing a
18 15-foot lane and then a curb. Ten foot is just the
19 additional right-of-way.
20 BOARD PLANNER: Okay. I thought that
21 was a shoulder.
22 JOHN DIGIACINTO: No. No, it's not.
23 Based on the number of units and the
24 traffic anticipated, our traffic engineer did not
25 think a separate turning lane was required.

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1 I don't know if CME concurs with that?
2 BOARD ENGINEER: Mr. Chairman, we
3 didn't see any issues with a need for a separate
4 turn lane based on the volumes; during the peak
5 hour, I think the 14 in the a.m. peak, and 48 in
6 during evening peak.
7 So it doesn't appear to warrant a
8 separate left-turn lane.
9 BOARD PLANNER: The question about
10 handicap parking and the on-street parking, Grandma
11 comes in the car, going to the unit and maybe taking
12 the grandchild to the tot lot; can we do one
13 handicap space next to the tot lot area?
14 JOHN DIGIACINTO: I'm sure we can find
15 a way to accommodate that.
16 BOARD PLANNER: Just, again, I don't
17 know size-wise...
18 JOHN DIGIACINTO: Any objection?
19 ATTORNEY WERSINGER: We don't have an
20 objection to that. I'm not sure, though, that that
21 can be designated with the parallel parking.
22 If it can, that's fine.
23 BOARD PLANNER: There are parallel
24 handicap parking spaces.
25 ATTORNEY WERSINGER: We have no

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1 objection.
2 BOARD PLANNER: They have to be a foot
3 or so longer and signed properly.
4 And then just on my general comments in
5 my report, G (8) through (12) -- some of them have
6 already been talked about, so we don't have to go
7 through them again, but Number 1 dealt with the site
8 remediation, which you discussed; two was the EV
9 charging stations, that was addressed; three is the
10 phasing plan, which you also said before is done in
11 one phase.
12 Four, just I know there's a lot of
13 grading going on. Are you bringing fill onto the
14 property?
15 JOHN DIGIACINTO: The site is going to
16 be actually an export. We did an earth work
17 analysis based on existing and proposed grades and
18 determined a pretty significant export.
19 However, we think that number is going
20 to come down significantly because when you start
21 removing the trees and the stumps and then, you
22 know, actually using that material that has been
23 collected, you know, the leaf -- that topsoil and
24 stuff that has been collected over the years tends
25 to -- the site tends to drop. So what we thought

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1 would be estimated in the 30,000 yards of material
 2 to leave is probably going to be closer to 5,000
 3 yards.
 4 BOARD PLANNER: Okay.
 5 JOHN DIGIACINTO: I know you had
 6 mentioned also about -- when you asked about the
 7 fill, how it was going to be placed. There is going
 8 to be significant grading changes happening here to
 9 make roads compliant with slopes. All of that cut
 10 that is going to happen on the site that will go
 11 into other areas of fill, will be contacted in
 12 lifts, made firm, as part of the requirements.
 13 The applicant is going to be testing to
 14 make sure that it's firmly compacted before anything
 15 gets built on it, including the buildings and
 16 everything else.
 17 BOARD PLANNER: Thank you.
 18 And five talked a little bit about
 19 having on-site management. I guess we asked about
 20 leasing, the Chairman did. But it's going to be for
 21 sale, the townhouse units but even then it may be
 22 that you use one of the condos temporarily as an
 23 office, that you may have some signs, you may have
 24 -- the parking may be a little different, so I'm
 25 going to say if you are going to do anything that

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1 may trigger to have a review or questions from the
 2 building department, that you may want to just give
 3 us in a detail sheet which units is going to be used
 4 for your for-sale, if you are going to have a sign
 5 out there.
 6 And again, the parking may be a little
 7 bit different to accommodate people who are coming
 8 in.
 9 ATTORNEY WERSINGER: That's a great
 10 idea and we'll do that.
 11 BOARD PLANNER: Thank you.
 12 And then on Number 6, dealing with the
 13 retaining walls; the applicant shall identify
 14 location of retaining walls and the height from top
 15 to bottom, which should be discussed fencing
 16 wherever proposed and where needed.
 17 I know that you do have some retaining
 18 walls where you've got more than two-foot drop and
 19 you have a 6-foot high chain-link fencing being
 20 proposed to go along with those walls for safety?
 21 JOHN DIGIACINTO: Correct.
 22 BOARD PLANNER: Just touching on the
 23 same topic, you do have some retaining walls that
 24 are behind the units on the west side of the site --
 25 JOHN DIGIACINTO: Yes.

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1 BOARD PLANNER: -- and you have
 2 six-foot high chain-link fences along those?
 3 JOHN DIGIACINTO: Yes.
 4 BOARD PLANNER: To help with your
 5 buffering, could you make those fences solid; does
 6 the wind load handle that? Just to help with the
 7 shielding.
 8 JOHN DIGIACINTO: I don't think that
 9 would be a problem. We can use more the
 10 board-on-board scenario. It eliminates a lot of
 11 that wind issue.
 12 I don't imagine the applicant would
 13 have much of an issue with that.
 14 ATTORNEY WERSINGER: Yeah, I was just
 15 talking to our senior VP of construction, he would
 16 prefer -- he has no problem with solid fencing, but
 17 he would prefer wood. He thinks the PVC would stand
 18 out too much.
 19 BOARD PLANNER: If wood is less
 20 visible, it would blend in better with the
 21 surroundings, that would be fine.
 22 Again, I'm just thinking once you clear
 23 that area out and you see most of the trees are
 24 deciduous in there, if you build up the perimeter
 25 with evergreens and with a solid fencing, that would

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1 go a long way.
 2 ATTORNEY WERSINGER: Another good
 3 idea.
 4 LEE PANFILI: We just have to make
 5 sure we can get the tubes in for the geogrid, that's
 6 all.
 7 JOHN DIGIACINTO: They make a product
 8 for that now.
 9 LEE PANFILI: That's fine.
 10 BOARD PLANNER: You spoke about the
 11 permitter fencing for the basins, which is I guess
 12 is going to be six-feet high.
 13 Anti-climbable?
 14 JOHN DIGIACINTO: Correct. Yeah,
 15 anti-climb mesh.
 16 BOARD PLANNER: Internally there's
 17 going to be signage for, you know, fire lanes and no
 18 parking and some directional signage, within the
 19 stop signs and whatnot at the different
 20 intersections?
 21 JOHN DIGIACINTO: Yes, we have all the
 22 required fire signage based on coordination with the
 23 fire official. We have no parking signs where
 24 appropriate. We have the signs related to stop, no
 25 parking, speed limits, no outlets, crosswalks, ADA,

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1 street names, that's all in accordance.

2 ATTORNEY WERSINGER: And aren't there

3 significant painted areas as well?

4 JOHN DiGIACINTO: Yes, that's all the

5 fire lane striping.

6 BOARD PLANNER: The roads are private,

7 going to be private presently once the development

8 is completed?

9 BOARD SECRETARY: Yes.

10 BOARD PLANNER: I always forget which,

11 what it is, Jay, you may remember. Is it Title 29

12 or Title 39, where the Borough may be able to take

13 over enforcement, if there are traffic issues?

14 ATTORNEY BARLOW: Title 39.

15 BOARD PLANNER: 39.

16 Is that something that might be

17 considered, down the road, so that if there are

18 issues, that the Borough can do enforcement?

19 ATTORNEY WERSINGER: No objection.

20 BOARD PLANNER: Again just to make an

21 application, it may be accepted, it may not be, but

22 just so that there is an enforcement arm to make

23 sure if there's problems with people parking

24 illegally when they're not using the designated

25 spaces, that there can be some help to the Borough.

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1 JOHN DiGIACINTO: It would probably be

2 preferred.

3 BOARD PLANNER: Nine dealt with your

4 fire safety's input. You received that already.

5 Ten speaks about the shielding of

6 lights. You've already addressed that; there's no

7 spillover or glare to the adjacent properties.

8 Eleven deals with your architect's

9 presentation, which is going to be coming up.

10 And then just, again, the outside

11 agency review, which is going to be required for

12 approval.

13 JOHN DiGIACINTO: Yes. CME has got an

14 extensive list that we agree to.

15 BOARD PLANNER: Yes.

16 That's all I have, Mr. Chairman. Thank

17 you.

18 CHAIRMAN MULLER: Just curious, what's

19 the anticipated timeline when shovels are in the

20 ground to construct this?

21 ATTORNEY WERSINGER: If the stars

22 align, we have to have the remediation done and an

23 RAO, I can't imagine this is going to be before

24 fall, early fall.

25 But as soon as it's done. We're trying

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1 to gear up to go as quickly as we can, subject to

2 approvals and the final remediation.

3 CHAIRMAN MULLER: How long do you

4 think the construction will take once you're in the

5 ground?

6 ATTORNEY WERSINGER: If you want to

7 swear, this is --

8 CHAIRMAN MULLER: Sure.

9 ATTORNEY BARLOW: Sir, state your

10 name, spell your last name, and give us your

11 professional address.

12 LEE PANFILI: Sure. Lee Panfili,

13 P-A-N-F-I-L-I. Senior vice-president of PRC Group,

14 141 West Front Street, Red Bank, New Jersey.

15 ATTORNEY BARLOW: Raise your right

16 hand. Do you swear the testimony you give before

17 the board will be the truth, the whole truth, and

18 nothing but the truth, so help you God?

19 LEE PANFILI: I do.

20 ATTORNEY BARLOW: Your witness.

21 LEE PANFILI: I'm sorry, what was the

22 question again?

23 ATTORNEY BARLOW: How long would the

24 project take to build?

25 ATTORNEY WERSINGER: Do you want some

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1 qualifications for Mr. Panfili? He's spent, like,

2 20 years with a major national builder.

3 CHAIRMAN MULLER: If he's not here as

4 an expert then I don't need to qualify him.

5 Although, I'm not saying you're not an expert.

6 LEE PANFILI: No, understood.

7 So site work is fully vetted out.

8 We're estimating site work from start to finish,

9 after remediation is done, is going to be

10 approximately 120 to 150 days, weather permitting.

11 If we have to do it in the wintertime it will add to

12 the duration of it. If we get the ability to do it

13 earlier in the fall, it would minimize it.

14 125 townhomes, I would expect about a

15 36-month duration. Of course, market-driven

16 conditions. We're not going to put 100 and -- you

17 know, the affordables would be incrementally put in

18 by the need, and I believe it's 50 -- built by

19 50 percent, I believe, is the ordinance. I think

20 that's the ordinance.

21 Whatever the ordinance is, the

22 affordables will be built and constructed and CO'd.

23 The other units will be -- we have a hybrid

24 philosophy; some units will be built to spec, some

25 will be built to order. We won't put up all

1 125 units vacant, so it will be market-driven
 2 conditions.
 3 CHAIRMAN MULLER: Thank you, sir.
 4 LEE PANFILI: Thank you.
 5 BOARD ENGINEER: Mr. Chairman, one
 6 item in our report, there was a design waiver for
 7 the materials for the force main; do you want to
 8 just touch on that real quick?
 9 JOHN DiGIACINTO: Yeah, we had
 10 requested a waiver from -- was it cast iron?
 11 BOARD ENGINEER: Ductile iron.
 12 JOHN DiGIACINTO: Ductile iron. So
 13 use HDPE.
 14 BOARD ENGINEER: Ductile iron is
 15 required by ordinance. If they're proposing HDPE we
 16 have no problem with the request.
 17 CHAIRMAN MULLER: Anyone --
 18 JOHN DiGIACINTO: Let me double-check
 19 with Jay; wasn't there another waiver?
 20 BOARD ENGINEER: The sidewalk.
 21 JOHN DiGIACINTO: The sidewalk we
 22 covered.
 23 LEE PANFILI: HDPE would be a
 24 condition.
 25 JOHN DiGIACINTO: Yes. Everything else

1 was resolution compliance.
 2 CHAIRMAN MULLER: Any other questions
 3 or comments from the board?
 4 Okay, thank you very much.
 5 JOHN DiGIACINTO: Okay.
 6 CHAIRMAN MULLER: Counsel?
 7 ATTORNEY WERSINGER: Do you want us to
 8 put the whole presentation before questions?
 9 CHAIRMAN MULLER: Yes, whole
 10 presentation -- sorry. Whole presentation, and then
 11 we'll take the questions from the public.
 12 ATTORNEY WERSINGER: Okay. William
 13 Feinberg, who is our architect.
 14 ATTORNEY BARLOW: Sir, if you could
 15 state your name, spell your last name, and give us
 16 your professional address.
 17 WILLIAM FEINBERG: My name is William
 18 Feinberg, F-E-I-N-B-E-R-G. My professional address
 19 is 210 Haddonfield-Berlin Road, Voorhees, New
 20 Jersey.
 21 ATTORNEY BARLOW: Do you swear the
 22 testimony you give before this board be the truth,
 23 the whole truth, and nothing but the truth, so help
 24 you God?
 25 WILLIAM FEINBERG: I do.

1 ATTORNEY BARLOW: Your witness, sir.
 2
 3 EXAMINATION
 4
 5 ATTORNEY WERSINGER: Bill, could you
 6 give us the benefit of -- the board the benefit of
 7 your qualifications, including education and
 8 professional licenses and experience?
 9 WILLIAM FEINBERG: Sure. I'm a
 10 licensed architect in the State of New Jersey since
 11 1990. I'm licensed in 13 other states up and down
 12 the east coast. I'm president of Feinberg &
 13 Associates, an architectural firm that was founded
 14 in 1988.
 15 I have given testimony on projects in a
 16 similar nature in over 150 municipalities in New
 17 Jersey. And I have testified before this board many
 18 years ago.
 19 CHAIRMAN MULLER: Thank you,
 20 Mr. Feinberg.
 21 WILLIAM FEINBERG: You're welcome.
 22 CHAIRMAN MULLER: Is there a motion to
 23 qualify Mr. Feinberg as an expert?
 24 MEMBER ALLEGRE: I would make a motion
 25 to accept his credentials.

1 MEMBER SPOSATO: Second.
 2 BOARD SECRETARY: All in favor?
 3 MEMBERS IN UNISON: Aye.
 4 BOARD SECRETARY: Opposed?
 5 WILLIAM FEINBERG: Thank you very
 6 much. The exhibits that we have up on the easel
 7 tonight were submitted as part of the application
 8 you have before you.
 9 The rendering that is sitting on the
 10 bottom of the easel, that is not in the submission
 11 package. And we can mark that as an exhibit for
 12 this evening. I have two renderings when I get to
 13 reference those I'll go through them.
 14 So the first sheet that is shown is
 15 Sheet A1, which is the floor plan for an A-type
 16 unit. So we have two-unit types.
 17 ATTORNEY BARLOW: So that's the one
 18 that's up on the easel?
 19 WILLIAM FEINBERG: That's the one
 20 that's up on the easel.
 21 ATTORNEY BARLOW: For purposes of
 22 tonight's hearing it's AE-8.
 23 WILLIAM FEINBERG: AE-8, okay.
 24
 25 (Exhibit AE-8, Architectural Plan Sheet

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1 A1, was marked for identification.)
 2
 3 WILLIAM FEINBERG: So AE-8, which is
 4 the floor plans for the A-type townhouse. So these
 5 are two-story townhomes.
 6 This particular unit is 1,708 square
 7 feet. It's three bedrooms, 2 and a half baths. It
 8 also has a one-car garage and it has a full
 9 nine-foot-high full basement under everything but
 10 the garage.
 11 The next sheet, because we have a lot
 12 of exhibits, let's go to -- this will be AE-9, which
 13 is my Sheet Number A2. Okay.
 14
 15 (Exhibit AE-9, Architectural Plan Sheet
 16 A2, was marked for identification.)
 17
 18 WILLIAM FEINBERG: So this is also the
 19 "A" unit. So when we get to the elevation sheets,
 20 we've developed six elevation styles for each unit
 21 type so that we don't have a problem with look
 22 alike. We want to have a diversity of looks within
 23 the development and also coloration of materials.
 24 So the difference between the floor
 25 plan, on the previous exhibit there is a porch roof

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1 that has a metal roof -- and I will get to that when
 2 I describe the elevation sheets -- this one has a
 3 porch roof at the front that has columns on it. So
 4 that's a differentiation between the two floor
 5 plans.
 6 The internal part of the floor plan,
 7 the layout with the kitchen in the rear and the
 8 family room in the rear, there's a flex room, or a
 9 living room you might call it -- we would have
 10 called it when I first bought my house -- but that's
 11 the general layout for both of those plans.
 12 Let's go to Sheet A3, which is AE-10.
 13
 14 (Exhibit AE-10, Architectural Plan
 15 Sheet A3, was marked for identification.)
 16
 17 WILLIAM FEINBERG: Okay, so this is the
 18 elevation sheet.
 19 And I also have colorized versions of
 20 these, which I guess we ought to mark in the
 21 rendering that is on the floor which is not in your
 22 submission package.
 23 ATTORNEY BARLOW: That is the
 24 rendering of the exterior, colorized?
 25 WILLIAM FEINBERG: Yes, that's the

85

1 rendering of the exterior, front, and that is a --
 2 that is a six-unit building.
 3 ATTORNEY BARLOW: So that will be
 4 AE-11.
 5
 6 (Exhibit AE-11, Architectural Plan
 7 Sheet A4, is marked for identification.)
 8
 9 WILLIAM FEINBERG: Okay. So the Sheet
 10 A3, or Exhibit AE-10, represents the A unit floor
 11 plan but it gives us a variety of six different
 12 styles of elevations. Some have turned peaks in the
 13 front. We have a combination of materials of
 14 vertical and horizontal siding. And you will see
 15 when we get to the colorized version, we also have
 16 metal roofs over the garages and metal roofs over
 17 the entry porches. Traditional windows, the garage
 18 doors are decorative garage doors with windows in
 19 them.
 20 So for this particular house we can
 21 have a combination of six different looks and we
 22 could set -- and we've talked about pre-setting,
 23 which is the rendering that is shown here. That
 24 represents basically the A and B units but different
 25 variations of the exterior. So that as you

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1 drive-thru the development it doesn't look very
 2 cookie-cutter.
 3 That was, you know, the challenge that
 4 we want to overcome. We want to make it, you know,
 5 a project that stands out in Sayreville.
 6 CHAIRMAN MULLER: Excuse me,
 7 Mr. Feinberg, could you have AE-11 shown to the
 8 public because it's not on the screen. I want
 9 everyone to see it.
 10 BOARD SECRETARY: Is that the
 11 rendering?
 12 JOHN DIGIACINTO: Ren-1.
 13 BOARD SECRETARY: Okay.
 14 CHAIRMAN MULLER: Thank you.
 15 (Exhibit AE-12, Architectural
 16 Perspective Rendering 1, is marked for
 17 Identification.)
 18
 19 WILLIAM FEINBERG: Let's go to the
 20 next exhibit that is up on the easel, and this would
 21 be --
 22 BOARD SECRETARY: Hold on one second.
 23 ATTORNEY BARLOW: Mr. Feinberg, just
 24 slow down one sec.
 25 WILLIAM FEINBERG: I'm sorry.

1 AE-12, which should be my Sheet A4, if
 2 you look on...
 3 BOARD SECRETARY: Was it A4 for you?
 4 WILLIAM FEINBERG: Yes, A4 for me.
 5 So the typical side elevation for an A
 6 unit is not a blank wall. We have windows. We
 7 actually have a staircase that goes up the side and
 8 you can see the windows kind of step as you're going
 9 up from what is the front, on the right side of that
 10 elevation to the left side.
 11 Also when you see the colorized
 12 version we're turning the colors to the side
 13 elevation so that, you know, it looks like it's part
 14 of the original house in the front of the building.
 15 Also, and we have exhibits further
 16 down, but there are two buildings on-site because we
 17 have to meet your ordinance for no more than 35-foot
 18 maximum building height, where we've actually
 19 lowered the pitch roof. This is a 5-on-12 pitch
 20 from front to rear, and we lowered to a 4-on-12.
 21 And I have an exhibit that shows that.
 22 Let's move on to AE-13?
 23 ATTORNEY BARLOW: Yes.
 24 WILLIAM FEINBERG: Okay.
 25 BOARD SECRETARY: And that's Exhibit 5

1 for you.
 2 WILLIAM FEINBERG: That's Exhibit 5.
 3
 4 (Exhibit AE-13, Architectural Plan
 5 Sheet A5, Unit B, was marked for
 6 Identification.)
 7
 8 WILLIAM FEINBERG: So this is the B
 9 unit. So the B unit is -- is 1,707 square feet
 10 because it's fitting in the same footprint
 11 essentially. It is still two stories.
 12 It's three bedrooms, two-and-a-half
 13 baths, one-car garage with a nine-foot full
 14 basement. The difference in plan from the layout
 15 standpoint, the kitchen -- this is open plan, kind
 16 of contemporary inside. The kitchen is in the
 17 middle. So when you come in the front door you can
 18 see from the front of the house all the way through
 19 to the back.
 20 So it's a very open plan. The stair is
 21 actually tucked in the back by the breakfast nook in
 22 the upper right-hand corner of the First Floor Plan.
 23 So now we're, AE-14, which is my A6.
 24
 25 (Exhibit AE-14, Architectural Plan

1 Sheet A6, floor plan, was marked for
 2 Identification.)
 3
 4 WILLIAM FEINBERG: So same floor plan
 5 as in the A unit where I had, you know, different
 6 porch elevations, one with columns. So the internal
 7 floor plan doesn't change, but the front porch and
 8 how that's built and projection, does change.
 9 So let's go to Sheet A7, which is
 10 AE-15. So for the B unit -- I'm sorry, I have to
 11 wait for that.
 12
 13 (Exhibit AE-15, Architectural Plan
 14 Sheet A7, B Unit Elevations, is marked for
 15 Identification.)
 16
 17 WILLIAM FEINBERG: So for the B unit
 18 we also developed another six elevations. So
 19 there's 12 elevation styles. So you may have, you
 20 know, two homeowners, two A's next to each other, or
 21 an A and a B, with a B and an A, or whatever the
 22 combination may be.
 23 And this allows us to have, you know,
 24 combinations of 12 different elevation styles and
 25 color selections. So we're going to predetermine

1 the color selections so a homeowner can't say I like
 2 the dark gray, and the next door neighbor says I
 3 want a dark gray. We'll predetermine those. As the
 4 rendering shows that I previously -- sorry.
 5 JOHN DiGIACINTO: This one.
 6 WILLIAM FEINBERG: That one.
 7 So you can see, we'll predetermine,
 8 AE-11, that may be an A with elevation Number 1,
 9 next to a B with elevation Number 6. But the colors
 10 we want to control so that there is, you know,
 11 there's a difference between what you see within
 12 here at the unit, and building to building.
 13 Okay, let's go to the side elevation
 14 which is Sheet A8. And that is AE-16.
 15
 16 (Exhibit AE-16, Architectural Plan
 17 Sheet A8, Side Elevation, is marked for
 18 Identification.)
 19
 20 WILLIAM FEINBERG: So this is for our B
 21 unit, typical end elevation. Again we wanted to
 22 represent that we have a series of five windows on
 23 the side of the house so you don't see a blank wall,
 24 you know, on the ends of the buildings as you drive
 25 by.

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1 And this roof pitch is the higher roof
 2 pitch. This is predominant throughout the project,
 3 the front to rear, 5-on-12 roof pitch.
 4 Let's go to Sheet A9, which is AE-17.
 5
 6 (Exhibit AE-17, Architectural Plan
 7 Sheet A9, color rendering of front
 8 elevations, was marked for Identification.)
 9
 10 WILLIAM FEINBERG: That may be on the
 11 back.
 12 JOHN DIGIACINTO: Got it.
 13 WILLIAM FEINBERG: There you go.
 14 So this is a color -- rendered this is
 15 Cluster Number 15. So this represents how we are
 16 going to control the colors for the front
 17 elevations.
 18 Now the rear are going to be the same
 19 color, okay. So it's hard sometimes in the rear to
 20 break that up, it looks a little cartoony because
 21 the way the rears are set.
 22 But on the front, so you have on the
 23 left-hand side of the front elevation, that's like a
 24 steel gray siding and that happens to have a
 25 vinyl -- a vinyl cedar impression so it looks like

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1 cedar shakes, but it's made out of vinyl.
 2 The second unit from the left that is
 3 like a steel gray color, lighter in color,
 4 trimmed-out windows. And that doesn't have a return
 5 gable so it looks different so it has more of a flat
 6 front to rear roof.
 7 The third unit which has like a
 8 beige-tan color, again all the lower roofs that are
 9 on the garages and on the front, entry porches are
 10 all metal. And that one has a combination of
 11 horizontal siding and vertical siding.
 12 So as we go through the development
 13 we'll be using these five or six color schemes and
 14 pre-setting that for all the buildings.
 15 These building heights, except -- and I
 16 will go into this, I have a separate exhibit for
 17 buildings Clusters 17 and 18 -- are below the
 18 allowable maximum building height of 35 feet. This
 19 building that is represented here, based on the
 20 average grade, is 33'3" from the average grade to
 21 the ridge, with a 5-on-12 roof pitch.
 22 Okay. Let's go to AE-18, which is A10.
 23
 24 (Exhibit AE-18, Architectural Plan
 25 Sheet A10, Side Elevation, was marked for

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1 Identification.)
 2
 3 WILLIAM FEINBERG: So this is the side
 4 elevation. As I've described earlier, we are
 5 wrapping the front color on the elevations. The one
 6 on the right is the left hand on the rendering
 7 below, which is AE-12. That is that dark gray
 8 color. And then the steel gray color is the exhibit
 9 on the left, the side elevation that wraps around.
 10 So again, we want to have that
 11 streetscape where everything as you drive around or
 12 walk around will have a consistency and colors
 13 throughout the buildings.
 14 All right, let's go to this is now --
 15 it's my 11A, AE-19.
 16
 17 (Exhibit AE-19, Architectural Plan
 18 Sheet 11A, Buildings 17 and 18, is marked for
 19 identification.)
 20
 21 WILLIAM FEINBERG: So this is Building
 22 17 and 18, which on the site plan, if you recall,
 23 there is a main road that goes from the bottom of
 24 the site, you know, is the entry to the top, and
 25 then to the right of that there is another road that

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1 kind of dropped down from around from the loop.
 2 So the two buildings, 17 and 18, are at
 3 the top of the site plan.
 4 And, John, if you can pull up your
 5 site plan maybe, because it's already marked?
 6 Sorry.
 7 BOARD SECRETARY: That's okay. AE-3?
 8 JOHN DIGIACINTO: Beth, do you need to
 9 catch up with this? AE-3.
 10 WILLIAM FEINBERG: Sorry.
 11 BOARD SECRETARY: That's okay.
 12 WILLIAM FEINBERG: Okay.
 13 BOARD SECRETARY: That's it.
 14 WILLIAM FEINBERG: So those two
 15 buildings are 17 and 18, and because they're coming
 16 down slope on the site --
 17 JOHN DIGIACINTO: Straddling Denarski.
 18 WILLIAM FEINBERG: Denarski, okay, I
 19 couldn't remember the name.
 20 Because of the grade drop we have an
 21 average grade that would -- if we kept the 5-on-12
 22 roof pitch, we would be over the 35 feet.
 23 So we go back to the exhibit, which is
 24 AE-19, what we did and we've indicated on the four
 25 units on the left, on the front elevation, we

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1 lowered the roof pitch to 4-on-12. So that now
 2 we're still under the 35 feet, we're about 34'11" or
 3 ten inches from the average grade.

4 So to accommodate and make sure we're
 5 in compliance with your ordinance we lowered the
 6 roof pitch and it ends up being eight units, four in
 7 each building.

8 And then if we go to my sheet, which is
 9 A12, which is AE-20, this is the side elevation. So
 10 you will see on the side elevation on the right-hand
 11 exhibit, there is a dotted line that represents what
 12 would have been the 5-on-12 exceeding the 35 feet.
 13 And now the roof pitch is shown there and the hard
 14 line is 34'10" and it's a 4-on-12 pitch.

15

16 (Exhibit AE-20, Architectural Plan
 17 Sheet A12, Side Elevation, is marked for
 18 Identification.)

19

20 WILLIAM FEINBERG: So let's go to
 21 AE-21, which is Sheet 13, so these are the
 22 affordable units.

23

24 (Exhibit AE-21, Architectural Plan
 25 Sheet A13, Affordable Units, is marked for

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1 identification.)

2

3 WILLIAM FEINBERG: So we have seven
 4 affordable units. We have two 1-bedroom units,
 5 because we're not allowed to have more than
 6 20 percent of the seven being one-bedroom units. We
 7 have a minimum requirement of having at least
 8 20 percent or two 3-bedroom units, and the other
 9 three units are two bedrooms. So that's the
 10 requirements under the COAH regulations.

11 Within that regulation, and I know this
 12 is one of the comments from the planner to give
 13 testimony tonight, we have two units that are very
 14 low, because we have to have at least 13 percent of
 15 those, okay; we have two units that are moderate,
 16 and for the moderate we cannot have more than
 17 50 percent; and then we have three units that are
 18 low income.

19 So we meet the requirements under the
 20 COAH regulations for the percentages and for the
 21 type of units. So to give you a brief description
 22 of the units, so all these units -- and I will see
 23 when we get to the elevations -- look like the
 24 townhomes except they don't have a garage. Because
 25 there's testimony from John, there's parking spaces

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1 out in front of those units.

2 So the unit on the far right is a
 3 one-bedroom unit. It's a first-floor unit. It's
 4 617 square feet. It's one bedroom, one bath. It
 5 will have a washer and dryer. And under the COAH
 6 regulations we're required to have that as an
 7 adaptable accessible unit.

8 So if someone buying that unit has the
 9 need to have it accessible, just like any other
 10 multi-family building where you have units that are
 11 stacked over each other, the kitchen will be built
 12 to ADA compliance. And the only thing that has to
 13 be modified, or is allowed to be modified by law, is
 14 pulling out the base cabinet for the sink and
 15 pulling out the base cabinet for a 30-inch work
 16 space.

17 It also has an ADA-compliant bathroom
 18 and the only thing you can do to modify that
 19 bathroom under the adaptability requirements in New
 20 Jersey is to have the grab bars and pull the base
 21 out from under the sink. So this unit is totally
 22 ADA compliant under the New Jersey regulations.

23 The second unit from the right, that is
 24 the second floor one-bedroom unit. So it looks like
 25 a townhouse. That is not required to be ADA because

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1 it's on the second floor. That unit was 702 square
 2 feet. It's 1-bedroom, 1-bath, wash/dryer, living
 3 room and dining room and kitchen area.

4 The 2-bedroom and 3-bedroom units and
 5 third and fourth plan that are on there, they're
 6 actually a townhouse. So the 2-bedroom unit that is
 7 shown on that exhibit is 1,061 square feet. It's
 8 2-bedroom, 2-bath, washer/dryer.

9 Now under the regulations in New
 10 Jersey, the first floor -- the first floor of that
 11 townhouse, unlike the market-rate townhouses, the
 12 affordable homes if they're in a townhouse
 13 configuration, have to have an adaptable, accessible
 14 first floor.

15 So just like the 1-bedroom, the kitchen
 16 is adaptable, just like I described in the
 17 1-bedroom. It has to have a full bath on the first
 18 floor. So that's ADA compliant. And then it has to
 19 have an area that can be closed off. So I'll walk
 20 over to the exhibit. This area shown as a nook can
 21 be closed off, so someone can make it a bedroom.

22 So under the regulations in New Jersey,
 23 if someone may not be -- may not need it when they
 24 buy the house, but they qualify for under COAH, but
 25 for some reason become wheelchair-bound, they could

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1 live and stay in that unit. So that's under the
 2 COAH regulations.

3 And then I think, let's see, is that
 4 all the same? That's the 2-bedroom. I guess it's
 5 the next sheet. Ah, yeah. What sheet is that,
 6 John, A14?

7 JOHN DIGIACINTO: A14, AE-22.

8

9 (Exhibit AE-22, Architectural Plan
 10 Sheet A14, 3-Bedroom Affordable Units, is
 11 marked for Identification.)

12

13 WILLIAM FEINBERG: So this is the
 14 3-bedroom affordable unit which we have. It's a
 15 townhouse. So we have two of those.

16 It's 1,321 square feet. It's
 17 3-bedroom, 2-bath, washer/dryer. Again, the first
 18 floor has a full-bathroom on it, just like the
 19 2-bedroom. ADA compliant kitchen. And we also have
 20 the breakfast nook that can be turned into a
 21 sleeping room.

22 And then, John, why don't we go to A15.

23 JOHN DIGIACINTO: Elevations?

24 WILLIAM FEINBERG: Yes, A15 which is
 25 AE-23.

100

1

2 (Exhibit AE-23, Architectural Plan
 3 Sheet A15, Elevations, is marked for
 4 Identification.)

5

6 WILLIAM FEINBERG: So we're going to be
 7 using the same materials that we have on the
 8 market-rate townhouses; the vertical siding, the
 9 horizontal siding, the cedar impression vinyl
 10 siding, the same color schemes, same roof materials.
 11 So as you drive down the street, other than a
 12 garage, you will not know that these are affordable
 13 units.

14 So they're -- so we spent a lot of time
 15 with the applicant to make sure that that quality of
 16 building and construction is part of this project.

17

18 (Exhibit AE-24, Architectural Plan
 19 Sheet A16, Building Side Elevations, is
 20 marked for identification.)

21

22 WILLIAM FEINBERG: And then, if you go
 23 to Sheet A16, so this is AE-24. So these are the
 24 side elevations of that building.

25 Again, similar to what we did on the

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1 market-rate, we're turning the colors around the
 2 side. We also have windows on the side. So again,
 3 we didn't want to have a blank wall on this.

4 And then the last sheet would be the
 5 perspective, other perspective rendering. I'm not
 6 sure where that ended up. It may be one on the
 7 back.

8 JOHN DIGIACINTO: Ren.2?
 9 WILLIAM FEINBERG: Yes.
 10 JOHN DIGIACINTO: AE-25.

11

12 (Exhibit AE-25, Architectural Plan
 13 Perspective Rendering 2, is marked for
 14 Identification.)

15

16 WILLIAM FEINBERG: So I think that's a
 17 10-unit building?

18 JOHN DIGIACINTO: Yes.

19 WILLIAM FEINBERG: So that's a
 20 market-rate, 10-unit building.

21 So we have combinations of three, four,
 22 five, six. We thought it was important to show the
 23 largest building, which are those two buildings that
 24 run from east to west, east to west on the site
 25 plan. Again, color schemes will be predetermined.

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1 And then I think there was a question
 2 or there was a comment from your planner, in terms
 3 of how this plan -- and the site plan, I don't know
 4 if you want to bring that back up again?

5 JOHN DIGIACINTO: AE-3?
 6 BOARD SECRETARY: Yes.

7 WILLIAM FEINBERG: So if you review
 8 the AH-3 zone and look at the concept plan that was
 9 developed by my office, the plan that was part of
 10 the AH-3 and is the plan that is being presented
 11 tonight, are in conformance. They're very similar,
 12 okay. So they're in conformance with the concept
 13 plan. The difference being that the loop road where
 14 those two buildings, 17 and 18, that didn't exist.
 15 What we did is we -- the number of buildings around
 16 the perimeter, we reduced that, and created that
 17 road for Building 17 and 18.

18 I think also the entrance, the island
 19 entrance is probably shorter than the original
 20 concept plan. But the idea of having these units
 21 around a loop road and the main road going up the
 22 middle is the general concept that was presented or
 23 is part of the ordinance.

24 And that concludes my presentation.

25 CHAIRMAN MULLER: Thank you,

1 Mr. Feinberg. Is there any questions or comments
 2 from the board?
 3 BOARD PLANNER: Mr. Chairman, a couple
 4 quick questions, please.
 5 CHAIRMAN MULLER: Mr. Fowler, go
 6 ahead.
 7 BOARD PLANNER: In my comment section,
 8 Number 11, the last sentence is the AH-3 ordinance
 9 allows for full basements which may include a
 10 bathroom but cannot be separate building units.
 11 These basement units, I couldn't really see your
 12 layouts, but they may have a bathroom?
 13 WILLIAM FEINBERG: We have not shown
 14 that. I'm going to defer to the applicant to ask
 15 that question, if they're going to option that as a
 16 part of this.
 17 (A brief pause is taken.)
 18 WILLIAM FEINBERG: So the applicant
 19 would like to have the opportunity to put a bathroom
 20 down there, but it cannot be a separate unit.
 21 BOARD PLANNER: Correct.
 22 And then I was happy to see that the
 23 basements were being provided. To my experience,
 24 generally speaking, when you have townhouses units
 25 there's not a lot of area for storage, for bikes,

1 kids' play equipment. People use the garage for
 2 storage, and then the garage becomes not a parking
 3 space but a storage -- a storage unit within the
 4 unit.
 5 So, again, my feeling is most likely
 6 those garages will be used as garages and the
 7 parking spaces for parking, there will be spaces for
 8 most of the townhouse units. But the access to
 9 those units, will it only be internal?
 10 I was wondering for some of the grading
 11 that was going on behind the units where the site
 12 grades away, are there going to be any walk-out
 13 basements provided?
 14 WILLIAM FEINBERG: We are not showing
 15 any walk-out basements; we are showing daylight
 16 basements.
 17 So for some of the grades -- I don't
 18 think they exceed maybe 5, maybe 6 feet -- we are
 19 going to put windows, deeper windows. So instead of
 20 the little 32-by-16 inch window you get in a
 21 basement, it may be three by three.
 22 And we indicate that on the floor plan.
 23 It's dashed in on the basement plan that says, you
 24 know, option window depending on grade.
 25 BOARD PLANNER: I couldn't see the

1 floor plan exactly on the affordable units, but are
 2 there storage areas provided in those units besides
 3 just the small closets?
 4 WILLIAM FEINBERG: We have actually,
 5 we've tried to give a walk-in closet to every one
 6 because generally that's part of the issue. So we
 7 do have larger closets rather -- and we have a coat
 8 closet and then we have some storage closet, too.
 9 BOARD PLANNER: Maybe a bike rack in
 10 the area? So for people that have bikes, if they
 11 keep them outside, they can at least just lock them
 12 up?
 13 WILLIAM FEINBERG: Yeah, that's okay.
 14 BOARD PLANNER: And I think you did a
 15 great job with the architectural elevations; they're
 16 really beautiful.
 17 WILLIAM FEINBERG: Would you call my
 18 wife and tell her? She doesn't believe me.
 19 BOARD PLANNER: As long as you call my
 20 wife, too.
 21 WILLIAM FEINBERG: Will do that, it's
 22 a deal.
 23 BOARD PLANNER: Thank you.
 24 WILLIAM FEINBERG: You're welcome.
 25 CHAIRMAN MULLER: Any other questions

1 or comments for Mr. Feinberg?
 2 MEMBER SPOSATO: Just a quick comment.
 3 I think when we, as a board, hear
 4 conversations about affordable housing, as members
 5 of our community I think that we tend to realize
 6 that there are real families moving into these
 7 spaces and we tend to -- we hear a lot of words
 8 about we are required to do this, that comes our
 9 direction.
 10 What we sort of want folks to
 11 understand from our perspective, as residents of
 12 this, we are excited to welcome residents with
 13 various income levels to be able to become part of
 14 Sayreville Borough's community. And I was very
 15 grateful to hear you say that the quality in
 16 building construction of the affordable homes
 17 matches the market-rate homes. I think that that's
 18 tremendous.
 19 So I know that from our perspective, as
 20 residents on this board, we are excited to offer
 21 families, and grateful, we will be able to offer
 22 families those opportunities.
 23 WILLIAM FEINBERG: Thank you. Thank
 24 you, everyone.
 25 ATTORNEY WERSINGER: That concludes

1 our testimony.

2 If the board has any further questions

3 of any of the three witnesses, they're available.

4 CHAIRMAN MULLER: Are there any

5 further questions or comments from the applicant's

6 side before we take a motion to open the public?

7 BOARD PLANNER: One last comment.

8 CHAIRMAN MULLER: Sure, Mr. Fowler.

9 Go ahead.

10 BOARD PLANNER: On the discussion of

11 the landscaping, as part of the Settlement Agreement

12 the applicant provided additional trees; he has

13 probably twice as many as they originally proposed.

14 But the Borough is not permitted to request

15 additional trees, so one of my comments was taking

16 existing trees on-site to supplement the buffer area

17 in the back.

18 And I mentioned on the rear

19 back-to-back units, I guess which are Clusters 14

20 and 17 and sort of Clusters 11 and 18, that you have

21 some trees planted back there. Generally in my

22 experience has been that a buyer likes to have

23 pretty clear access back there, you have pretty --

24 many trees, and it opens up some of the area for a

25 play area in between the two buildings.

1 I noticed also on your drawing you have

2 for the landscaping as part of the Settlement

3 Agreement, that the landscaping around Basin Number

4 2 is really heavy also. So, again, maybe an

5 opportunity to take some trees away from there and

6 move those to the back.

7 So I would just say that you would work

8 with, you know, the engineer and their plant

9 inspector to identify trees to locate in the area,

10 again along the perimeter clearing area, and then I

11 think you will find there's going to be areas where,

12 once you clear the old vegetation that exists within

13 that 80-foot tree area that is left, plant some

14 additional trees.

15 So I would just say, I don't want to

16 limit it to just taking trees from the front section

17 or from between the buildings, there may be

18 opportunities to plant, there's pretty dense

19 plantings around Basin Number 2 that could be

20 utilized, also.

21 JOHN DIGIACINTO: I'm confident I

22 could speak for the applicant that if additional

23 supplemental trees are needed in any areas, we will

24 work with CME --

25 BOARD SECRETARY: For the record,

1 sorry.

2 JOHN DIGIACINTO: I am confident I

3 could say for the applicant, that if additional

4 plantings are needed along the west or potentially

5 other areas, we will work with the township, their

6 representative, CME, their site inspector, to select

7 appropriate trees from various locations and move

8 them to other various locations.

9 BOARD PLANNER: Exactly. Thank you.

10 JOHN DIGIACINTO: To maintain that

11 same number of trees on the site.

12 BOARD PLANNER: Perfect. Thank you.

13 ATTORNEY WERSINGER: Mr. Fowler, I can

14 tell you that during the negotiations here our

15 concern was having too many trees to limit play

16 areas, as you indicated. So we have no objection to

17 reconfiguring or realigning in accordance with the

18 professional staff's requests.

19 BOARD PLANNER: Thank you.

20 CHAIRMAN MULLER: Okay. Any other

21 questions, comments or statements before we make a

22 motion to open the public portion?

23 ATTORNEY BARLOW: Mr. Chairman, the

24 only comment I would have, and I know several

25 members of the board have raised it and members of

1 the public may, about traffic; just understand this

2 is considered a permitted use which it means that

3 any traffic that it generates was baked into the

4 zone.

5 So any traffic generation really is not

6 an issue before this board because it is a permitted

7 use and it's not something the board can really even

8 consider because of the zoning requirement.

9 CHAIRMAN MULLER: Thank you,

10 Mr. Barlow.

11 Could I have a motion to open to the

12 public portion?

13 MEMBER SPOSATO: Motion to open to

14 public.

15 MEMBER ALLEGRE: Second.

16 CHAIRMAN MULLER: All in favor?

17 BOARD MEMBERS IN UNISON: Aye.

18 BOARD SECRETARY: Opposed?

19 Also, to help keep the meeting as

20 organized as possible, residents who wish to speak

21 once in public portion are to press *9 or big hand

22 element on the Zoom, which will notify us that a

23 person from the public wishes to speak. At that

24 time you will be asked for your name and address and

25 limit it to a five-minute comment period.

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1 ATTORNEY BARLOW: Also sworn in.
 2 BOARD SECRETARY: Yes.
 3 MEMBER SPOSATO: Councilwoman.
 4 DONNA ROBERTS: Hi. Donna Roberts,
 5 369 Washington Road, Sayreville.
 6 CHAIRMAN MULLER: Welcome,
 7 Councilwoman.
 8 ATTORNEY BARLOW: Councilwoman, can
 9 you raise your hand. Do you swear your testimony
 10 before this board will be the truth, the whole truth
 11 and nothing but the truth, so help you God?
 12 DONNA ROBERTS: So help me God.
 13 I thank you for the presentation today.
 14 I do have some clarifying questions. Some of them
 15 may just be to help me understand the project a
 16 little more.
 17 I do understand that there's a
 18 Settlement Agreement so we're not doing the
 19 20 percent affordable housing that is newly required
 20 by our ordinance. And the tree ordinance is also
 21 different for this, as well as a number of other
 22 things.
 23 Just for my understanding, all of the
 24 units are for-sale units, not rental units? Okay.
 25 Also, how are -- I think this is a

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1 little later question, but how is that going to be
 2 managed? Like an association is going to be created
 3 for all of this?
 4 ATTORNEY WERSINGER: Yes.
 5 CHAIRMAN MULLER: If the applicant
 6 wants to address it?
 7 ATTORNEY WERSINGER: Yeah, certainly.
 8 This is essentially a condominium
 9 regime, so there will be a condominium association,
 10 and it will be managed by a Board of Trustees for
 11 the condominium association, just like any other
 12 condo association.
 13 DONNA ROBERTS: So any of the
 14 retention basins and -- the retention basins and the
 15 retention walls are going to be part of their
 16 ownership then and their insurance requirements?
 17 ATTORNEY WERSINGER: This is all going
 18 to be owned and managed and operated by the
 19 condominium associates.
 20 BOARD ENGINEER: The Borough will not
 21 be responsible for maintaining the basins.
 22 CHAIRMAN MULLER: The condo owners
 23 will own the common elements or the portion.
 24 ATTORNEY WERSINGER: And through
 25 maintenance fees, you know, that's going to be part

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1 of their budget.
 2 DONNA ROBERTS: And it will be
 3 completely out of the developer's hands and into
 4 that entity?
 5 ATTORNEY WERSINGER: When it
 6 transitions, you know, by levels of percentage of
 7 sales out, yes.
 8 DONNA ROBERTS: Okay. I did have
 9 questions about the number of children anticipated
 10 in the school system. And some people are
 11 estimating up to 250 or so. What school would they
 12 be attending?
 13 I just don't know that off the top of
 14 my head to answer that.
 15 VICE-CHAIRMAN BUCHANAN: Truman.
 16 CHAIRMAN MULLER: Truman or Arleth,
 17 I'm not sure about that.
 18 DONNA ROBERTS: Okay. Well, we'll
 19 figure that out. Someone asked me. I don't have
 20 children going, but I wanted to make sure I asked
 21 that question out loud.
 22 And with the number of children that
 23 might be there, one tot lot seems a little small.
 24 Are there going to be areas for older kids to burn
 25 their energy?

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1 So just something to consider.
 2 And the pause is not part of my five
 3 minutes, is it?
 4 JOHN DiGIACINTO: Sorry. Pulling up
 5 AE-6, landscape plan.
 6 DONNA ROBERTS: Okay.
 7 CHAIRMAN MULLER: Go ahead.
 8 BOARD SECRETARY: I'll pull it up
 9 while you're doing it.
 10 JOHN DiGIACINTO: Okay. The tot lot
 11 is over here on Coddington Oval, on the southwest
 12 corner. There is a large open lawn area on the
 13 opposite side of the basin. And then it sounds like
 14 we may be clearing out -- not clearing out,
 15 relocating some of the trees in between these units
 16 to sort of open up some of those areas. So there is
 17 another larger area -- it's probably over 10,000
 18 square feet -- over here. That will be open lawn
 19 area.
 20 DONNA ROBERTS: Okay. Thank you.
 21 I do have a couple of questions on the
 22 document that was attached, the standard development
 23 application.
 24 So one of the waiver requests was
 25 Number 6B, the names and addresses, lot and

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1 block numbers of all property owners within 200 feet
 2 of the tract boundary line, including adjoining
 3 municipalities. There was a waiver requested for
 4 that notification?
 5 **BOARD ENGINEER:** I think it may be a
 6 plan issue. They have to go through and notify
 7 everyone. And I think the attorney, our attorney
 8 confirmed there was proper notice.
 9 **ATTORNEY BARLOW:** Yes, they noticed
 10 everybody in South Amboy and in Sayreville. They
 11 had to.
 12 **DONNA ROBERTS:** Okay.
 13 **ATTORNEY WERSINGER:** I can address
 14 that. That was a request in connection with the
 15 original December 2019 site plan, just in terms of
 16 putting it on the plan. It has since been put on
 17 the plan.
 18 And notification has been to everybody.
 19 **ATTORNEY BARLOW:** That's this entire
 20 binder.
 21 **DONNA ROBERTS:** Okay. And that's good
 22 because on here it says there was a waiver
 23 requested, so I just wanted to make sure that the
 24 residents were notified.
 25 **ATTORNEY BARLOW:** Absolutely.

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1 **DONNA ROBERTS:** Okay, thank you for
 2 that.
 3 Another question on that was there was
 4 not applicable for the environmental impact. Is
 5 that because the environmental issues are going to
 6 be addressed by the NL?
 7 **BOARD ENGINEER:** I can answer. That
 8 may have been requested; it was not approved. That
 9 was a completeness issue in our initial report.
 10 They did provide an Environmental Impact Statement.
 11 **DONNA ROBERTS:** Okay, thank you.
 12 Because that's not what it said in here.
 13 And there are a couple of other not
 14 applicables about final, so is that same answer,
 15 that those will be addressed? Things like is the
 16 final plan consistent with the preliminary?
 17 Is this the preliminary plan that
 18 we're talking about?
 19 **ATTORNEY WERSINGER:** This is both.
 20 **DONNA ROBERTS:** This is both?
 21 **BOARD ENGINEER:** Sometimes when you
 22 have them separate, and that complies. The way it
 23 was written, they applied at the same time. So we
 24 can't confirm it complies when we don't have
 25 preliminary yet.

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1 **DONNA ROBERTS:** Okay. But if there
 2 are any changes, it would have to come through again
 3 to be addressed?
 4 **BOARD ENGINEER:** If they were approved
 5 this evening and they make changes after the fact,
 6 they would have to appear back before the board.
 7 **DONNA ROBERTS:** Okay, perfect.
 8 I think that the biggest questions I'm
 9 getting from other residents is the number of kids
 10 in the school system. I'll figure that out as we go
 11 along.
 12 And thank you for the presentation and
 13 your time.
 14 Oh, did I mention, only one way in or
 15 out. I know that the fire chief had said it was
 16 okay; it's just something that does concern me.
 17 **BOARD ENGINEER:** Mr. Chairman, I can
 18 clarify.
 19 The Residential Site Improvement
 20 Standards dictate what is permissible for
 21 residential developments and having a split access
 22 is acceptable. So initially that question was
 23 raised and it was confirmed that that did meet the
 24 RSIS requirements. So they are compliant.
 25 **DONNA ROBERTS:** Okay. And one other

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1 thing. I don't know if this is just my
 2 misinterpretation when it comes to affordable
 3 housing, but shouldn't it be indistinguishable from
 4 the other housing, and doesn't the lack of garage
 5 and parking and all that make it look
 6 distinguishable from the others?
 7 **ATTORNEY BARLOW:** COAH has just
 8 specific requirements that the architect had
 9 testified to. It doesn't have to be identical. It
 10 just has to meet the COAH requirements, which he has
 11 testified it does.
 12 **DONNA ROBERTS:** Okay, thank you for
 13 that clarification.
 14 Thank you.
 15 **CHAIRMAN MULLER:** Yes, sir.
 16 Step up.
 17 **JOSE MATEO:** All right.
 18 **CHAIRMAN MULLER:** Welcome.
 19 **JOSE MATEO:** Good evening. Thank you.
 20 I'll speak into the mike?
 21 **CHAIRMAN MULLER:** Yes, please.
 22 **ATTORNEY BARLOW:** State your name,
 23 spell your last name, and give us your address
 24 please.
 25 **JOSE MATEO:** Sure. Jose Mateo, last

1 name M-A-T-E-O. Address, 11 Gorczyca.
 2 So essentially my property --
 3 ATTORNEY BARLOW: Hold on, I have to
 4 swear you.
 5 JOSE MATEO: Sorry.
 6 ATTORNEY BARLOW: Gorczyca?
 7 JOSE MATEO: Gorczyca, yeah. Gorczyca.
 8 I hope I'm saying it right, I live there.
 9 ATTORNEY BARLOW: Could you raise your
 10 right hand. Do you swear the testimony you give
 11 before this board will be the truth, the whole
 12 truth, and nothing but the truth, so help you God?
 13 JOSE MATEO: Yes. Thank you.
 14 ATTORNEY BARLOW: What would you like
 15 to tell us, sir?
 16 JOSE MATEO: Thank you, everyone, for
 17 the presentation. And thank you for the opportunity
 18 to speak.
 19 My family's and my property is the
 20 property right in the western, I think I'm -- I do
 21 cybersecurity by profession, I'm not an architect so
 22 -- it's on the western part, which is on the top
 23 here, the last house in the cul-de-sac. So
 24 essentially somewhere -- yes, I will just point to
 25 it. This property here.

1 CHAIRMAN MULLER: Parkview Estates?
 2 JOSE MATEO: Yes.
 3 So the last name is not matching
 4 because we recently bought the property.
 5 CHAIRMAN MULLER: Okay.
 6 JOSE MATEO: And I can -- I want to
 7 speak for my neighbor, but I'll speak for myself
 8 here.
 9 So essentially be bought the home for
 10 myself and my four children. Grew up in the Bronx,
 11 we called it jungle concrete; lots of buildings.
 12 And we tried to get away from that.
 13 So essentially the concern for us is
 14 the privacy between the 100-foot yard setback.
 15 Essentially now, I know we keep saying that we're
 16 going to plant more trees, and I get it, we're going
 17 to build this property, and I'm all for it, the
 18 population is growing, but what we would like to see
 19 is more privacy between the new development.
 20 Essentially the trees will help in the
 21 summertime when we have leaves, but now in the
 22 wintertime, from my kitchen, my bedroom we can
 23 actually see the business lights over at Raritan
 24 Street. So it's kind of like you can kind of see
 25 everything in the wintertime; there's no leaves,

1 there's nothing blocking. So if we plant more
 2 trees, essentially, I'm not sure that will address
 3 the concerns of the privacy, looking straight into
 4 the bedroom, bathroom, my children's bathroom,
 5 et cetera.
 6 So I don't know what the solution would
 7 be, but maybe what I'm proposing is -- and I'm not a
 8 landscaper, but cypress tree, evergreen, it's kind
 9 of standard. Maybe a corridor of those trees so
 10 just to maybe keep the privacy up for our family,
 11 and keep that privacy from our kitchen, be able to
 12 cook in peace and, you know, that's what I'm
 13 proposing.
 14 It would be nice to see some evergreens
 15 to block our fence line from seeing their backyard,
 16 or another family cooking or in private time or
 17 dinner time, right?
 18 If we sit down for dinner we can
 19 actually see the lights of Raritan -- Raritan
 20 Street, Raritan Street businesses, which is pretty
 21 far. To give you an idea of what that is, so from
 22 this property, we can see the lights over here.
 23 Kind of far. Maybe over here, to give you guys --
 24 CHAIRMAN MULLER: That's on Raritan
 25 Street?

1 JOSE MATEO: Yes, yes.
 2 CHAIRMAN MULLER: Okay.
 3 JOSE MATEO: Because in the winter
 4 there's no leaves to block, just trees. So I can
 5 only imagine what it would like when we have more
 6 lights up because of the buildings here.
 7 Beautiful building, by the way.
 8 MEMBER SPOSATO: I do see some
 9 affirmative head shakes. Do you want to address
 10 that question?
 11 ATTORNEY WERSINGER: I thought that
 12 part of it was addressed earlier in the planner's
 13 request for a solid fence that is going to be -- so
 14 you're going to have a solid fence that will help
 15 shield.
 16 Also, I believe that some of
 17 the -- first of all, there's, as the engineer
 18 testified, there's a 71-foot -- and I realize that
 19 many of them may be deciduous, but there is still
 20 about 71-foot strip that is not going to be denuded;
 21 that's going to remain.
 22 And I think the landscaping plan does
 23 have evergreens as part of the mix there as it is.
 24 I don't have it committed to memory. But any trees
 25 that are relocated there, we can certainly make them

1 conifers rather than deciduous.

2 JOSE MATEO: Thank you for addressing
3 that.

4 And essentially, just to reiterate,
5 sorry, English is my second language so when I say
6 "evergreen trees," that would help in the winter
7 months?

8 ATTORNEY WERSINGER: Yes, that's
9 conifers.

10 JOSE MATEO: Okay. And then,
11 essentially, there was one more point -- yeah, so
12 there is a solid fence so we said that the retaining
13 wall would be about five feet. So we're elevating
14 the homes five feet. And then the homes are also
15 two-and-a-half stories high. So from that angle, if
16 you look down into our backyard, you look straight
17 into our bedrooms and our bathroom. Sorry?

18 ATTORNEY WERSINGER: No, it's the
19 other way around.

20 JOSE MATEO: Okay.

21 ATTORNEY WERSINGER: The houses won't
22 be elevated, they will be at grade. And then you
23 are going to have a retaining wall and then you are
24 going to have a fence on top of that.

25 So it's not the houses that are going

1 to be elevated.

2 JOSE MATEO: Okay. So my
3 understanding was that the retaining wall would be
4 leveled off and then on that level the houses
5 would --

6 ATTORNEY WERSINGER: Well, no. The
7 retaining wall is -- John, maybe you could explain
8 it better.

9 JOSE MATEO: And how much time do I
10 have left? I have one more question.

11 BOARD SECRETARY: That's okay.

12 JOSE MATEO: Okay.

13 BOARD SECRETARY: Which one are we
14 pulling, John?

15 JOHN DIGIACINTO: AE-4.

16 ATTORNEY BARLOW: The house is not on
17 the retaining wall.

18 JOSE MATEO: Oh, I thought it was the
19 retaining wall and then that levels it off.

20 ATTORNEY WERSINGER: It's not
21 foundational.

22 JOSE MATEO: Thank you for clarifying.
23 Thank you.

24 JOHN DIGIACINTO: So the retaining
25 wall is holding up the site.

1 BOARD ENGINEER: The houses are
2 higher, I believe. Can you give the elevations?

3 JOHN DIGIACINTO: Yes. The retaining
4 wall, we have 120 here, the front of this road is at
5 133. So you have the retaining wall, grades with
6 the basement, and then the two-story above that.

7 ATTORNEY WERSINGER: But the houses
8 are not on the retaining wall.

9 And on top of the retaining wall you're
10 going to have a six-foot fence; are you not?

11 JOHN DIGIACINTO: The houses are at
12 the top of the retaining wall and there is a
13 six-foot fence.

14 JOSE MATEO: Right, so --

15 JOHN DIGIACINTO: They're on the top
16 side.

17 JOSE MATEO: So from the first floor
18 the solid wall would definitely cover and maybe some
19 backyard activity. But if you're -- let's say, for
20 example, I saw that some of the homes were a little
21 elevated, maybe the second floor they will be able
22 to see at the angle because they're five-foot tall,
23 they're on the retaining wall foundation, plus the
24 second floor of their bedroom, they'll definitely be
25 able to see our bedroom from a higher angle down to

1 the lower angle of our homes.

2 That would be my concern.

3 MEMBER ALLEGRE: Jay, what's the
4 elevation at the property border on the west edge of
5 the property? What is it --

6 JOHN DIGIACINTO: It varies.

7 MEMBER ALLEGRE: -- either existing or
8 what is it going to be?

9 JOHN DIGIACINTO: At the property
10 borders it's not going to change.

11 MEMBER ALLEGRE: Right. So what is
12 that elevation?

13 JOHN DIGIACINTO: It varies. At end of
14 Oak Street you have 130. As you get across from the
15 cul-de-sac I would say about 119 --

16 MEMBER ALLEGRE: And what's the top of
17 the retaining wall?

18 JOHN DIGIACINTO: -- and it continues
19 to drop.

20 The retaining wall, this section here
21 between what's called Clusters 8 and 9 on the
22 western border, that maximum height is about five
23 feet border.

24 MEMBER ALLEGRE: So 124 feet?

25 JOHN DIGIACINTO: So it would be --

1 there's 125 to 128 at the highest points here, then
 2 it tapers back down to 122.
 3 So 129, 128, 7, 6, 5. The grade on the
 4 bottom side of 120, climbs up to 127, actually the
 5 129 that we have right here.
 6 BOARD ENGINEER: The purpose of the
 7 wall is to try to preserve the trees; is that
 8 correct?
 9 JOHN DiGIACINTO: Correct. That's so
 10 that we didn't have to grade into this buffer of
 11 trees that we're trying to maintain. And that's
 12 also the location where we'll supplement with --
 13 BOARD ENGINEER: The intention is to
 14 try and save the existing vegetation that is
 15 there --
 16 JOSE MATEO: Right.
 17 BOARD ENGINEER: -- and the proposal
 18 from the board is to supplement that as best they
 19 can with evergreens.
 20 So you're probably going to be looking
 21 up at the unit --
 22 JOSE MATEO: Okay.
 23 BOARD ENGINEER: -- but the trees will
 24 be there and they're going to try to supplement
 25 wherever they can with evergreens. So over time

1 those evergreens will grow and try to fill in the
 2 gaps there --
 3 JOSE MATEO: Okay, okay.
 4 BOARD ENGINEER: -- when the leaves
 5 fall off the trees.
 6 JOSE MATEO: And I appreciate that.
 7 And then what I'm trying to say is that in the
 8 wintertime, the vegetation that is there today I can
 9 literally see to Raritan Street. And so proposing
 10 to make a straight wall of those cypress, the
 11 evergreen trees would be helpful so.
 12 BOARD ENGINEER: The problem is, in
 13 order to make a straight wall you may have to take
 14 trees down. The intention is to try to save the
 15 trees.
 16 JOSE MATEO: Okay.
 17 BOARD ENGINEER: In order to
 18 supplement that they'll kind of fit the evergreens
 19 in between the trees --
 20 JOSE MATEO: Understood.
 21 BOARD ENGINEER: -- to create a solid
 22 wall for you.
 23 JOSE MATEO: Thank you for addressing
 24 that. I appreciate that.
 25 If I have time for one more question?

1 Okay, thank you very much.
 2 So going back to -- so I'll make it
 3 quick. I know we spoke about traffic. I'm more of
 4 a -- I don't want to use the word "aggressive
 5 driver," but I'm more vigilant than my wife. And
 6 sometimes I'm concerned in the morning when she goes
 7 to work she has to get on Route 9 North, which she
 8 has to travel through -- now I'm under pressure I
 9 forget the street names -- but Cross Avenue to
 10 Raritan, she has to make a left to go onto 9 North.
 11 So what happens is 9 South ramp is at an angle.
 12 There's a stop sign there, but I don't think anyone
 13 follows it at times so it's kind of like a
 14 speed-thru sign so.
 15 I do cybersecurity. We can't -- we
 16 mention we don't have a traffic light, we can't put
 17 a traffic light there, but maybe a deterrent, maybe
 18 a flashing stop sign which gets their attention
 19 more, like, oh, this stop sign is serious, or
 20 something that would deter folks from running down
 21 the stop sign because they're coming full speed,
 22 50/60 miles per hour off of Route 9 South, so to
 23 come for a full stop in 50 feet makes it difficult
 24 and it causes folks to run the stop sign. So coming
 25 from Cross Avenue it's very difficult to jump on.

1 Now, one car, two cars could take a few
 2 seconds, but if we have four cars, it's going to
 3 exponentially get worse. So what we're asking for
 4 is just some sort of deterrence from the Route 9
 5 South ramp so that folks take that stop sign
 6 seriously.
 7 That is one concern.
 8 MEMBER SPOSATO: And I think that's
 9 fair. That's one of the concerns that I had when I
 10 brought up the traffic studies in the beginning as
 11 well. So I am glad you put it more eloquently as a
 12 resident in that specific area.
 13 Can we get, Jay, is that something we
 14 can ask?
 15 ATTORNEY BARLOW: Talking about the
 16 stop sign?
 17 MEMBER SPOSATO: The stop sign.
 18 ATTORNEY BARLOW: Unfortunately it's
 19 off their property, so that's either going to be the
 20 borough's doing it or it may be DOT property, and it
 21 would require the state to do it.
 22 MEMBER SPOSATO: Who would be
 23 responsible for speed bumps, for example?
 24 BOARD ENGINEER: The state is not
 25 going to let you install speed humps on the ramp

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1 coming off of Route 9. That intersection you're
2 referring to is state jurisdiction, not the
3 borough's jurisdiction.

4 So the state would have to do any
5 improvements and they wouldn't allow the speed
6 humps.

7 Stop sign, I don't know, but I don't
8 think they would install that for you.

9 JOSE MATEO: And then just a final
10 note on that, I know there's state laws, there's
11 state regulations, just for morality[sic], there are
12 accidents there. And if we can prevent some
13 accidents, right.

14 I'm all for the development. Great
15 houses. But we just have to consider, you know, the
16 direct lives of getting off a ramp, despite that
17 there are state laws. There are gray areas in these
18 laws, we just consider what we can do to deter folks
19 running through that stop sign and taking someone's
20 life, like one of my four children.

21 Last question, I promise. Drainage. I
22 own another property in Avenel where I used to live
23 at with my family. We were blessed to buy our dream
24 house, that's why I'm concerned and here tonight.
25 Essentially, there have been water drainage issues

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1 with new buildings that were built in Woodbridge. I
2 belong to the Facebook community groups. I'm just
3 concerned that on the western side of the build, I'm
4 not an architect and maybe you guys already looked
5 into this but I want to address it -- the basements
6 are located more to the -- I think this is the
7 eastern side, in the middle of the property. And
8 also -- I'll just point to it, here, from what I
9 understand and here, and by losing that vegetation
10 I'm afraid that drainage coming from the property
11 because it's higher up from what I understand and
12 what interpreted coming down, and I just don't want
13 any flooded backyards.

14 BOARD ENGINEER: This site doesn't
15 drain into your backyard area. There's a drainage
16 swale through the woods. So that water is going to
17 run away from your property.

18 So it's higher, it's going to run into
19 that swale, but it's going to run in the other
20 direction, as was pointed by the engineer.

21 JOHN DIGIACINTO: So I'm referring to
22 AE-4, the overall drainage plan, the backs of these
23 units, the runoff from the roofs is all collected.
24 That is going into a swale that is being
25 constructed.

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1 Also, I'll stay on the site side of the
2 wall, at the top of the wall, and that water is
3 conveyed down to this basin.

4 There's also an existing swale inside
5 this wooded area that conveys water down into this
6 area as well, into the tracks.

7 JOSE MATEO: Awesome. Thank you very
8 much.

9 And I think that concludes -- I don't
10 want to regret -- I'm forgetting something, but
11 thank you, everyone.

12 CHAIRMAN MULLER: Thank you,
13 Mr. Mateo. Thank you. Next. Sir, step up.

14 STEVE ROQUE: Name is Steve Roque,
15 R-O-Q-U-E. I'm here --

16 ATTORNEY BARLOW: Your address, sir?

17 STEVE ROQUE: I'm going to give you
18 6039 Highway 35. That's Costa Verde restaurant.
19 Thank you for the notice to come.
20 Thank you for your presentation.

21 ATTORNEY BARLOW: We have to swear you
22 in.

23 STEVE ROQUE: Sure.

24 ATTORNEY BARLOW: Raise your right
25 hand. Do you swear the testimony before this board

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1 will be the truth, the whole truth and nothing but
2 the truth, so help you God?

3 STEVE ROQUE: Yes.

4 So I will try to be quick. First
5 question, I have -- we have a forced sewer main. So
6 I was wondering if any possibility of tapping into
7 the sewer here with this new site plan, from where I
8 am on the -- I'll point out, I am here, very close
9 to the affordable housing unit, about 25 feet, I
10 believe.

11 ATTORNEY BARLOW: So you mean you want
12 to tap in with your restaurant?

13 STEVE ROQUE: So because we're using a
14 forced sewer, it's been a lot of -- for 30 years now
15 it's been a lot of maintenance costs, and we require
16 pumps to pump up I guess to Oak Street. So I'm
17 wondering if there's a sewer system --

18 BOARD ENGINEER: He's looking to
19 connect by gravity --

20 STEVE ROQUE: By gravity.

21 BOARD ENGINEER: -- from his pump
22 station to connect by gravity into the proposed
23 development.

24 And I think that there's some elevation
25 issues because it's higher. Because it's not only

1 your property, but the other properties in that
2 area, the Camaratos and East Mountain --

3 STEVE ROQUE: They've all inquired,
4 too.

5 BOARD ENGINEER: -- they have septic
6 or have a force main.

7 Elevation-wise I think it's a problem
8 to get from that property into this system; it's up
9 higher.

10 STEVE ROQUE: Okay.

11 BOARD ENGINEER: So I don't think it
12 would be feasible.

13 I would defer to the engineer, but I
14 think that that may be the problem, is the
15 elevation.

16 STEVE ROQUE: Which my next question
17 might help; the depth of the sewer? That you may
18 not have yet.

19 JOHN DIGIACINTO: I'm going to go to
20 AE-5.

21 So we're all -- all the drainage within
22 this site is coming down to this pump station here
23 at this location, which is just north of the
24 connection to Cross Avenue. And that has inverts of
25 about 108, which is about 12 feet below the proposed

1 grade at that location.

2 I apologize, I don't know the
3 elevations off the top of my head at your property,
4 but I do believe it would be -- there would be an
5 issue with trying to get -- I think your manhole is
6 up here in the back.

7 BOARD ENGINEER: I think the
8 elevations are similar, the grade elevation there is
9 similar to the elevation of your invert.

10 JOHN DIGIACINTO: There's a manhole
11 that runs back here on the property, where I think
12 is probably where your pump station is. I know it's
13 on the sewer map for Sayreville.

14 BOARD ENGINEER: We actually looked at
15 that as part of this application, to see if there
16 was a way to get gravity sewers extended and just
17 the elevations don't work. Your property doesn't
18 allow the flow by gravity into their system because
19 of the height.

20 They're raising that site to be able to
21 develop the property.

22 STEVE ROQUE: Okay. I was also told to
23 ask what about forcing our sewer to this property
24 because it's a shorter distance, I believe still.
25 That might help us.

1 JOHN DIGIACINTO: That would create a
2 bit of an issue because we are pumping, so if you
3 pump into our -- not "we"; the applicant is pumping.
4 So if you pump into the applicant's pump, the
5 applicant is now responsible to make sure your
6 sewage goes.

7 If their pump goes down, they're not
8 going to want to be responsible for any damage that
9 happens at your unit, your business.

10 STEVE ROQUE: Okay.

11 BOARD ENGINEER: You're also dealing
12 with private roadways and potentially a private pump
13 station as opposed to public roadways and a public
14 system.

15 STEVE ROQUE: That's what I was
16 wondering. Okay, very good.

17 I move on to street parking. I sat
18 here and I think we went over street parking on
19 Cross. Is that --

20 JOHN DIGIACINTO: There is no street
21 parking proposed off-site.

22 STEVE ROQUE: That won't be happening?

23 JOHN DIGIACINTO: No.

24 STEVE ROQUE: That won't be, okay.
25 Because when we spoke, I believe a

1 couple of years ago when I sat down with this
2 building, I don't remember why, we talked about
3 possibly losing some land. But I want to thank this
4 gentleman for bringing it up, that we won't be
5 losing any land at all on our property with this
6 roadway. Because at one point we were.

7 BOARD ENGINEER: The roadway is being
8 placed into the right-of-way. So currently it
9 crosses your property. So it's going to come off of
10 your property.

11 I think the issue is you're using the
12 Borough property for parking, so it may encroach
13 into that area in order to shift the road back into
14 the public right-of-way, it may impact some of the
15 Borough property that you're utilizing for parking,
16 but it's going to take the road off of your property --

17 STEVE ROQUE: It's going to open up
18 some...

19 BOARD ENGINEER: -- so you could
20 utilize that for parking.

21 STEVE ROQUE: Okay.

22 Moving on. Curb at Cross; is it going
23 to have a curb on our side?

24 JOHN DIGIACINTO: Yeah, the intent is
25 that both sides of Cross Avenue will be curbed.

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1 STEVE ROQUE: Will have a curb.
2 And will there be an option to create
3 an entrance onto our property from that road?
4 BOARD ENGINEER: I think the curbing
5 may stop before it gets to your property.
6 JOHN DIGIACINTO: Yeah, we're stopping
7 at this line which, I believe, does stop before it
8 gets in front of the main parking area that you
9 have.
10 STEVE ROQUE: Okay.
11 BOARD ENGINEER: They're not running
12 it all the way up to Oak Street. They're just
13 running it along their frontage.
14 STEVE ROQUE: Very good.
15 JOHN DIGIACINTO: That's all going to
16 be considered when the municipality -- the Borough
17 extends the improvements across Cross Avenue.
18 STEVE ROQUE: Okay, very good.
19 Speaking on that, and everyone has been
20 bringing up the traffic. So a lot of cars do go
21 through Costa Verde to access Route 9 now. I think
22 the curb would help, maybe just a small entrance
23 would help that aspect.
24 Luckily we haven't had any injuries or
25 anything, but I do see cars speeding through just to

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1 access our entrance and our exit.
2 BOARD ENGINEER: We've raised that
3 question in our review of the initial traffic study.
4 We understand that that takes place. And
5 unfortunately, this applicant can't do anything on
6 your private property to prevent that.
7 So it really becomes an issue that you
8 would have to do something if you want to prevent
9 cut-through traffic on your property.
10 STEVE ROQUE: Sure.
11 Will there be anything about the
12 development of Cross Avenue in the future that might
13 not have to do with this site plan?
14 BOARD ENGINEER: Anything that happens
15 in the future by the Borough is not going to be part
16 of this application.
17 STEVE ROQUE: Right, okay.
18 BOARD ENGINEER: So that's something
19 that, if the Borough does a project in the future,
20 I'm sure you would be contacted. We would want to
21 make sure that whatever is done, it's not going to
22 impact your business.
23 STEVE ROQUE: Thank you.
24 And no sidewalk will be on the Cross
25 Ave side at all, the highway side, all the way,

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1 right?
2 BOARD ENGINEER: It's just along their
3 frontage, but it's not on your side, correct.
4 STEVE ROQUE: It's going to be on the
5 other side.
6 JOHN DIGIACINTO: We're keeping -- in
7 front of our development, we have the sidewalk on
8 the eastside -- sorry, the west side, not on the
9 east side along the highway.
10 Again, Cross Avenue within this
11 property really doesn't get to your property at that
12 point.
13 STEVE ROQUE: Okay.
14 JOHN DIGIACINTO: It's the remainder of
15 Cross Avenue that gets in front of your parking lot
16 there, that sort of blends the street and the
17 parking lot.
18 STEVE ROQUE: Okay. That is all I
19 have. Thank you, board. Appreciate it.
20 CHAIRMAN MULLER: Thank you,
21 Mr. Roque.
22 ATTORNEY BARLOW: Is there anyone
23 online that has their hand raised?
24 CHAIRMAN MULLER: Make a motion to
25 close the public portion.

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1 MEMBER SPOSATO: Seeing no additional
2 comments, motion to close.
3 VICE-CHAIRMAN BUCHANAN: Second.
4 CHAIRMAN MULLER: Roll-call.
5 BOARD SECRETARY: All in favor?
6 CHAIRMAN MULLER: All in favor?
7 BOARD MEMBERS IN UNISON: Aye.
8 BOARD SECRETARY: Opposed?
9 CHAIRMAN MULLER: All right. So do
10 you want to do a summation or --
11 ATTORNEY WERSINGER: Mr. Chairman, I
12 appreciate it, but I think -- I'll save time for
13 everybody; I don't think there's much to add to what
14 has already been testified to.
15 Appreciate it.
16 CHAIRMAN MULLER: Okay, thank you.
17 I'm going to open it up for any
18 discussion or comments from the board before we take
19 a vote.
20 Anyone have any comments or anything
21 you want to discuss?
22 My view is that we have been involved
23 in litigation with this applicant, there's an
24 initial settlement agreement, there's an amended
25 settlement agreement. From what I've heard tonight

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1 it appears that they have complied with the
2 Settlement Agreement; they have complied with the
3 conditions that were identified by our
4 professionals.
5 So that's my view of this. And if
6 anyone else has a comment?
7 MEMBER SPOSATO: Chairman, I appreciate
8 that. Again, living with, we discussed at our board
9 level, that we are bound by only voting on the
10 things that we have seen presented to us --
11 CHAIRMAN MULLER: Yes.
12 MEMBER SPOSATO: -- and they meet all of
13 the boxes, we are bound to approve so.
14 CHAIRMAN MULLER: I mean it's good
15 questions and issues regarding affordable housing
16 and the trees, but that was all part of the
17 settlement. So there's no discretion that we have
18 on this board to alter any of that.
19 And settlements are given the highest
20 regard in our state and we are bound by settlements
21 so.
22 All right. Is there a motion to
23 approve the application -- and just so we're clear,
24 the application includes all the comments and the
25 conditions that our professionals identified. The

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1 only issue being that this -- the decks and whether
2 they need a variance for that, that would be
3 evaluated by the zoning office?
4 BOARD ENGINEER: I think that the
5 attorney will probably recommend language in the
6 resolution of approval to address that.
7 CHAIRMAN MULLER: Okay.
8 ATTORNEY BARLOW: And the applicant
9 also sought two waivers for the sidewalks on Cross
10 Avenue, the highway side, and for the force main and
11 the type of piping used.
12 BOARD ENGINEER: Correct.
13 ATTORNEY BARLOW: Which you've
14 indicated you have no objection to the waivers being
15 granted?
16 BOARD ENGINEER: Correct.
17 And there were a number of other
18 conditions suggested this evening by Mr. Fowler that
19 the applicant agreed to.
20 ATTORNEY BARLOW: All will be
21 incorporated into the resolution, if voted on
22 favorably.
23 CHAIRMAN MULLER: Okay.
24 Any other comments, questions, issues?
25 Then is there a motion to approve the

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1 application?
2 MEMBER ALLEGRE: Mr. Chairman, I would
3 like to make a motion to approve the application.
4 CHAIRMAN MULLER: Is there a second?
5 MEMBER BLEMUR: Second.
6 BOARD SECRETARY: Roll-call.
7 Mr. Allegre?
8 MEMBER ALLEGRE: Yes.
9 BOARD SECRETARY: Mr. Blemur?
10 MR. BLEMUR: Yes.
11 BOARD SECRETARY: Mr. Buchanan?
12 VICE-CHAIRMAN BUCHANAN: Yes.
13 BOARD SECRETARY: Ms. Pawlowski?
14 MEMBER PAWLOWSKI: Yes.
15 BOARD SECRETARY: Mr. Sposato?
16 MEMBER SPOSATO: Be good to Sayreville
17 and we will be good to you.
18 My vote is a yes.
19 BOARD SECRETARY: Chairman Muller?
20 CHAIRMAN MULLER: Yes.
21 BOARD SECRETARY: Application
22 approved.
23 CHAIRMAN MULLER: Congratulations.
24 ATTORNEY WERSINGER: Thank you. Thank
25 you, Mr. Chairman, members of the board. Thank you,

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1 Jay, for -- and all your courtesies.
2 It's been a long time. Thanks.
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4 (Whereupon, the application was
5 concluded.)
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7 (Time noted, 10:00 p.m.)
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I, ANGELA C. BUONANTUONO, a Notary Public and Certified Court Reporter of the State of New Jersey and Registered Professional Reporter, do hereby certify that prior to the commencement, the witnesses were duly sworn to testify the truth, the whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the proceeding as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a relative, nor employee, nor attorney, nor 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 the action.



23 Angela C. Buonantuono, CCR, RPR, CLR
24 NJ State Board of Court Reporting
25 License No. 30XI00233100
Dated: March 29, 2023

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