

1/31/2024

2020
Part 2

Reese, Cathy

From: Reese, Cathy
Sent: Tuesday, December 8, 2020 1:45 PM
To: Administrator; Gary DiNardo; George Lazo (george.lazo@marriott.com); Jolanta Maziarz (jmaziarz@warrennj.org); mm Marion@warrennj.org; vjsordillo@warrennj.org
Subject: FW: Silbert Redevelopment Agreement
Attachments: 40 Mountain Blvd resolution.pdf

From the planning board

From: Lisa Sammartino <lsammartino@warrennj.org>
Sent: Tuesday, December 8, 2020 1:32 PM
To: Reese, Cathy <creese@warrennj.org>
Subject: RE: Silbert Redevelopment Agreement

See attached.

Thank you,

Lisa Sammartino
Secretary to Land Use Coordinator
Warren Township

From: Reese, Cathy <creese@warrennj.org>
Sent: Tuesday, December 8, 2020 11:56 AM
To: Lisa Sammartino <lsammartino@warrennj.org>
Subject: FW: Silbert Redevelopment Agreement

Do you have the planning board resolution for 40 Mountain, Silbert

From: Lazo, George <George.Lazo@marriott.com>
Sent: Tuesday, December 8, 2020 10:54 AM
To: Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>; gpdviper@aol.com; Jolanta Maziarz <jmaziarz@warrennj.org>; Marion, Mick <mmarion@warrennj.org>; Sordillo, Victor J. <vjsordillo@warrennj.org>
Subject: RE: Silbert Redevelopment Agreement

Hello all,

Not sure....But the "Conditions" we at the Planning Board required regarding Lighting, Landscaping, Parking that the Developer agreed too....should those Conditions be in an agreement like this, or not??

Please advise,
Thx., Geo..

1/31/2024

George K. Lazo

Senior Account Executive, Professional Sports-Corporate

Marriott International

10400 Fernwood Road, Bethesda, MD 20817

732-609-1788

George.lazo@marriott.com



U.S. & CANADA

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BONVOY

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From: Reese, Cathy <creese@warrennj.org>

Sent: Tuesday, December 8, 2020 9:35 AM

To: Krane, Mark <mkrane@warrennj.org>; gpdviper@aol.com; Lazo, George <George.Lazo@marriott.com>; Jolanta Maziarz <jmaziarz@warrennj.org>; Marion, Mick <mmarion@warrennj.org>; Sordillo, Victor J. <vjsordillo@warrennj.org>

Subject: FW: Silbert Redevelopment Agreement

This came in after the packets went out yesterday
C

From: Susan Bateman <sbateman@newjerseylaw.net>

Sent: Monday, December 7, 2020 3:17 PM

To: Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>

Subject: Silbert Redevelopment Agreement

This is the Silbert Redevelopment Agreement with all proposed revisions included.

Sue

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As part of our Firm's efforts to help slow the spread of the coronavirus, many of our employees are working remotely. We are requesting that all written materials be sent to us electronically, rather than through physical mail and deliveries. Please bear with us during this time. We expect all operations to continue as usual. Thank you, and stay well.

Susan F. Bateman, Esq.

DiFrancesco Bateman Kunzman Davis Lehrer & Flaum, PC
15 Mountain Blvd.
Warren, N.J. 07059
(Somerset County)
[908-757-7800 ext. 188](tel:908-757-7800)
fax [908-757-8039](tel:908-757-8039)

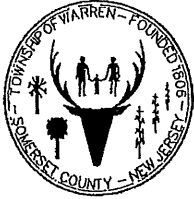
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1/31/2024

have received this communication in error, and that any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail or by telephone at 908-757-7800, and immediately delete this communication and all attachments.

1/31/2024



Township of Warren

Somerset County
46 Mountain Boulevard • Warren, New Jersey 07059
(908) 753-8000 • Fax (908) 757-9173 • www.warrennj.org

OFFICE OF THE
Planning Board
908-753-8000 Ext. 243
908-753-7768 (fax)

November 23, 2020

Lawrence Cutalo
O'Toole Scrivo
14 Village Park Road
Cedar Grove, NJ 07009

RE: PB 20-05
40 Mountain Blvd., LLC
Township of Warren, Somerset County NJ
Preliminary and Final Major Site Plan

Dear 40 Mountain Blvd. LLC,

Attached please find the signed copy of Resolution PB 20-05, memorialized at the November 23, 2020 meeting of the Warren Township Planning Board for the above-named project. Notice of Decision to memorialize resolution for approval of this application has been submitted for publication.

Please review and respond in writing to all of the conditions of the resolutions, attaching all necessary documentation, so that the compliance process may begin. Two complete sets of the plans must be submitted with the compliance package. The documents will be signed by the appropriate Board Officers when the compliance process is complete.

Respectfully,

Maryellen Vautin
Land Use Coordinator

Cc: 40 Mountain Blvd, LLC, c/o Silbert Realty & Management Company, Inc., 152 Liberty Corner Road, Warren, NJ 07059
Jeff Beer, A.I.A., Beer Architectural Group, 112 Town Center Drive, Warren, NJ 07059

Planning Board
Township of Warren, New Jersey
Resolution PB20-05

WHEREAS, 40 MOUNTAIN BLVD., LLC, Owner/Applicant, has applied to the Planning Board of the Township of Warren for Preliminary and Final Major Site Plan approval, Case PB 20-05, for premises known as Block 89, Lot 4, also known as 40 Mountain Boulevard, and

WHEREAS, the matter was heard and considered at a public hearing held on November 9, 2020, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with *N.J.S.A. 40:55D-10(g) (2)*; and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

1) Applicant seeks Preliminary and Final Major Site Plan approval in accordance with plans prepared by Engineering and Land Planning Associates, Inc., dated September 2, 2020, consisting of 16 sheets, entitled "Preliminary and Final Major Site Plan 40 Mountain Boulevard Residential Project, Block 89, Lot 4, Tax Map Sheet 109, Warren Township, Somerset County, NJ," and architectural drawings by Beer Architectural Group, LLC, dated September 18, 2020, revised October 14, 2020, entitled, "40 Mountain Blvd. Apts." Sheets A-000 (cover sheet), A-100 (first floor plan), A-101 (second floor plan), A-102 (third floor plan), A-200 and A-201 (elevations).

2) The Board considered *inter alia* memoranda from the Township Engineer dated September 27, 2020, from the Township Planning Consultant dated September 28, 2020, from the Township Fire Marshall, dated September 22, 2020, from the Township

Health Department, dated September 28, 2020, Resolution No. 20-87 adopted by the Warren Township Sewerage Authority on October 21, 2020, and a freshwater letter of interpretation from the Division of Land Use Regulation, New Jersey Department of Environmental Protection, dated February 22, 2018.

3) The Board also reviewed and considered the 40 Mountain Boulevard (Block 89, Lot 4) Redevelopment Plan, prepared by John T. Chadwick, IV, P.P., dated March 31, 2020. On April 16, 2020 by Resolution No. 2020-091, the Township Committee designated 40 Mountain Boulevard, Block 89, Lot 4, as “an area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.). The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan serves to fulfill the statutory requirements pursuant to the LRHL. The objectives of the Plan are to:

- a) Revitalize the redevelopment area by providing the opportunity for redevelopment of the properties by redevelopers;
- b) Create land use and building requirements specific to the redevelopment area that will promote the development of a pedestrian friendly, human scale neighborhood with a cohesive, unified design theme;
- c) Utilize high quality design standards in construction of buildings and improvements; and
- d) Provide for a variety of affordable market rate housing units including income restricted units.

4) John E. Hansen, P.E. testified on behalf of applicant that the property, located in the UR-7 Zone, is adjacent to a township owned grassy field which is itself adjacent to the township library and municipal building. A gas station for many years, the building on Lot 4 had become vacant and dilapidated prior to applicant’s acquisition of the property. According to the witness, the existing building has been demolished. The rear

of the property is wooded with a large area consisting of protected freshwater wetlands.

An aerial photograph of the site was marked A-1 and introduced into evidence.

5) Mr. Hansen reviewed the proposed solid waste and recycling area located at the rear of the parking lot, the proposed underground stormwater management system, a 38.5 sq. ft. site identification monumental sign proposed near the parking lot entrance, which he testified was consistent with other signs along the Boulevard, and the proposed parking, which would consist of 34 spaces as shown on the Site Plan. The witness conceded that the Residential Site Improvements Standards (RSIS) would require 51 parking spaces.

6) Brian Silbert, managing member of applicant, testified that in his opinion, which was based on his many years of owning and managing similar residential units, more than sufficient parking was being provided. The witness offered a car count survey undertaken in May 2019, of Liberty Village and Whispering Hills, both in Warren, by David J. Marconi, one of Silbert's employees, which was marked A-2 and entered into evidence. According to the witness, the two developments were very similar to the proposed development now under consideration. At Liberty Village, 53 total parking spaces are provided for 30 units. At 6 am and 7:30 pm, approximately 60% of the spaces were being utilized. Similarly, at Whispering Hills 104 parking spaces are provided for 60 units. At 6:15 am and 7:45 pm, approximately 70% of the spaces were being utilized. Applying those usage figures to the proposed development, the witness testified that in his opinion the proposed number of spaces was more than sufficient for both residents and visitors. Mr. Silbert also testified that the unit leases that will be offered to tenants would be written so that not more than 34 total parking spaces would be required.

7) Jeffrey Beer, AIA, applicant's architect, reviewed his floor plans and elevations. The proposed three-story building will be clad in stone on the first floor and earth-toned siding on floors two and three. Elevator serviced, the building measures 33' 8" to the top of the flat roof, with 30,221 total square feet. According to the witness, planned are eight affordable units and 18 market-rate units. All of the affordable units are located on the first floor. The unit breakdown is shown on Sheet A-000.

8) The Township Planning Consultant advised the Board that the filed plans substantially conformed to the Township's redevelopment plan for the site. The required number of affordable housing units is provided and the architectural plans conform to the Township design criteria and UHAC bedroom requirements. With respect to the proposed monument sign, he was of the opinion that the design is proportionate to the proposed development as well existing free standing signs along the Boulevard.

10) With respect to parking, the Redevelopment Plan provides that the RSIS "shall serve as guideline standards" to which the Board may grant "reasonable exceptions" provided the developer can demonstrate "that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare." Applicant's proposed 34 parking spaces is only two-thirds of the 51 required by RSIS but in the Board's opinion is more than sufficient for tenants and visitors alike. Applicant's testimony regarding actual parking space usage at two similar residential developments is persuasive. Conditioning approval on limiting by lease terms actual permitted parking usage to 34 spaces alleviates any concerns the Board might otherwise have regarding the adequacy of parking.

11) The Board is also persuaded by the testimony and exhibits, and so finds, that the proposed development is in substantial compliance with the Redevelopment Plan dated March 31, 2020. The high quality of the design, the number of affordable units provided and the location of the project near the heart of the downtown area is evidence that the proposed development satisfies the objectives of the redevelopment plan.

12) The following exhibits were marked into evidence:

A-1 Aerial Photo of Site

A-2 Parking Survey dated November 9, 2020

A-3 Sheet AF-1 with Arrows

Based upon its review of the evidence presented, the Board concludes that it is satisfied with the application for Preliminary and Final Major Site Plan approval subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 23rd day of November, 2020, that the application of **40 MOUNTAIN BLVD., LLC**, seeking Preliminary and Final Major Site Plan approval be, and the same hereby is, approved, subject, however, to the following conditions:

1) Applicant shall provide proof of payment of taxes through the fourth quarter of 2020.

2) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.

3) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.

4) The "typical light fixture" shown on Drawing No. 13/16 shall be replaced by a fixture more in keeping with the colonial style design of the building. The redesign shall be subject to the approval of the Township Planning Consultant and Township Engineer.

5) Applicant shall comply with the Fire Marshall's memorandum dated September 22, 2020. The Fire Marshall will be requested to verify the distance between the closest public hydrant and the rear lot area and revise his memorandum, if necessary.

6) Additional landscaping material shall be added to the site plan to soften the appearance of the proposed retaining wall, subject to the approval of the Township Planning Consultant.

7) The height, design and construction material used to build the proposed retaining wall shall be subject to the approval of the Township Planning Consultant and Township Engineer.

8) No building permits shall be issued until the Redevelopment Agreement has been fully executed.

9) Unit leases shall contain parking space restrictions that will effectively limit the total number of parking spaces required by the building's tenants to not more than 34 spaces.

10) Applicant, its successors and assigns, shall maintain all site plan details as set forth in the final approved plans.

11) All of the units in the building shall be subject to 30-year deed restrictions in accordance with Section 7.h. of the Fair Share Housing Corporation Settlement Agreement dated as of October 12, 2018 (the "Settlement Agreement"). The form of Deed Restriction shall be consistent with the COAH forms and shall be reviewed by the Township Attorney prior to recording.

12) A Sewer Reservation Agreement shall be executed between the applicant and the Warren Township Sewerage Authority prior to the issuance of any building permits.

13) All affordable housing units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation governing at the time of the applicable issuance of a construction permit, issuance of the certificate of occupancy or upon re-rent of the affordable housing units, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent (35%) of median income, 13 percent (13%) of affordable units shall be required to be at 30 percent (30%) of median income, and all other applicable law. The Township has, as part of its Housing Element and Fair Share Plan (the "Plan") adopted and/or updated appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by Council on Affordable Housing to ensure that this provision is satisfied. Income limits for all affordable housing units that are part of the Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to

N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the County according to the most recent decennial Census. The resulting product for Somerset County within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 (80%) percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b) 3 shall be

calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

c. The Superior Court, as part of Township's Fairness Hearing, entered an order on October 11, 2018, implementing the regional income limits referenced in this paragraph, the terms of which are reflected in the Township's Affordable Housing Ordinance. A copy of Judge Miller's October 11, 2018 Order is attached to this Resolution as **Exhibit A** and made a part hereof. The Township reserves the right to increase the income limits in accordance with the terms of Judge Miller's Order.

14) Thirteen percent (13%) of all affordable units referenced in the Plan, and the units in the proposed building are to be very low income units, with half of the very low income units being available to families.

15) The applicant shall provide a narrative for the Township Planning Consultant to review and approve prior to the issuance of any building permits demonstrating the phasing for the construction of affordable housing units compared to the construction of market rate units.

16) A construction phasing schedule shall be reviewed and approved by the Township Engineer and Planning Consultant prior to the issuance of any building permits.

17) The sequencing for the construction of the affordable housing units to market rate units shall be in accordance with NJAC 5:93-5.6d, which Section is consistent with

Section 16-6.6 of the General Ordinances of the Township of Warren, as heretofore supplemented and amended.

- 18) The applicant shall comply with the Township's adopted Affirmative Marketing Plan as detailed in Resolution No, 2019-122 adopted by the Township Committee of the Township of Warren on May 9, 2019.
- 19) The applicant shall engage the services of Community Grants, Planning & Housing ("CGPH") as the Affordable Housing Administrative Agent as per Resolution 2019-123, adopted by the Township Committee of the Township of Warren on May 9, 2019.
- 20) The applicant shall comply with County of Somerset recycling requirements.
- 21) Subtitle 1 of Title 39 of the New Jersey Statutes shall be made applicable to the property.
- 22) Conditions 1 through 7 inclusive shall be satisfied before plans are signed by Board officers.

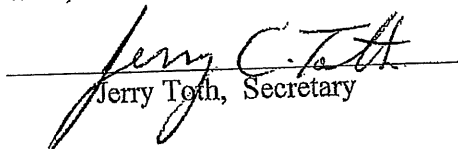
Roll Call Vote:

Motion	Second	Board Member	For	Against	Abstain	Absent
		Mayor Marion	✓			
		Committeeman Lazo	✓			11/9
		Mr. Lindner	✓			
		Mr. Argiro	✓			
✓		Mr. Toth	✓			
		Mr. DiBianca	✓			11/9
		Mr. Pasi	✓			
	✓	Mr. Scuderi-Alt. #1	✓			11/23
		Mr. Esposito-Alt. #2	✓			
		Mr. Gallic	✓			11/9
		Mr. Villani				

Certification

1/31/2024

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.


Jerry Toth, Secretary

1/31/2024

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiff, Township of Readington

By: Jeffrey R. Surenian (Attorney ID: 024231983)

Michael J. Edwards (Attorney ID: 032112012)

IN THE MATTER OF THE
DECLARATORY JUDGMENT ACTIONS
FILED IN THE COUNTY OF
SOMERSET, STATE OF NEW JERSEY,
PURSUANT TO In Re Adoption of
N.J.A.C. 5:96, 221 N.J. 1
(2015)

IN THE MATTER OF THE
DECLARATORY JUDGMENT ACTIONS
FILED IN THE COUNTY OF
HUNTERDON, STATE OF NEW
JERSEY, PURSUANT TO In Re
Adoption of N.J.A.C. 5:96, 221
N.J. 1 (2015)

IN THE MATTER OF THE
DECLARATORY JUDGMENT ACTIONS
FILED IN THE COUNTY OF WARREN,
STATE OF NEW JERSEY, PURSUANT
TO In Re Adoption of N.J.A.C.
5:96, 221 N.J. 1 (2015)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

DOCKET No.: SOM-L-000903-15

DOCKET No.: HNT-L-301-15

CIVIL ACTION - MOUNT LAUREL

ORDER SETTING AFFORDABLE
HOUSING REGIONAL INCOME LIMITS
FOR ALL MUNICIPALITIES IN
VICINAGE 13

This matter having come before the Court via Declaratory Judgment Complaints filed by approximately 60 municipalities filed in July of 2015 (hereinafter "DJ Actions"); and Fair Share Housing Center ("FSHC") having participated as an interested party in all of DJ Actions and intervenor in some of them; and an important function historically performed by the Council on Affordable Housing ("COAH") is setting income limits for each of the COAH

housing regions, which are used to determine eligibility for affordable housing, and setting rent increases for existing affordable housing; and COAH having not published income limits or rent increases since 2014; and the Court finding it necessary to establish income limits and rent increase information to comply with the directives of the Fair Housing Act, and to more generally ensure the implementation of municipalities' constitutional obligations through the availability of existing affordable housing and new affordable housing constructed pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"); and Mount Laurel IV having directed trial courts to adhere to the First and Second Round rules and aspects of the two earlier versions of the Third Round rules that were not found invalid by the appellate courts; and the Vicinage 13 Group and FSHC and the Court thus having deemed it appropriate to establish income limits and rent increases based on COAH's methodology for setting such income limits and rent increases, and to empower municipalities to update such income limits and rent increases on an annual basis themselves based on the process historically used by COAH; and the Court previously having approved such income limits for some municipalities through individual municipal orders and deeming it advisable to approve

income limits for all municipalities in Vicinage 13 to ensure consistency for applicants seeking affordable housing in Hunterdon, Somerset, and Warren Counties and for municipalities administering affordable housing, and such a vicinage-wide approval being consistent with COAH's past practice of having approved income limits universally for each region; and this Order having been submitted under the 5-day rule by Michael J. Edwards, Esq., counsel to the Vicinage 13 Group with the consent of Fair Share Housing Center, and good cause having been shown;

IT IS on this 11th day of October 2018 ORDERED as follows:

1. Income limits for all affordable housing units located in any municipality that has filed a DJ Action in Vicinage 13, and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C.5:80-26.1, shall be updated by each municipality annually within 60 days of the publication of determinations of median income by HUD as follows:

- a) Regional income limits shall be established for the region that the municipality is located within (i.e. Region 2 for Warren County and Region 3 for Hunterdon and Somerset Counties) based on the median income by household size, which shall be established by a

regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the County according to the most recent decennial Census. The resulting product for each County within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no

event shall the income limits be less than those for the previous year.

- b) The income limits attached hereto are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for for 2018, and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the municipality annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

2. In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

a) The resale prices of owner-occupied low- and moderate- income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to paragraph 1 above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

b) The rent levels of very low, low and moderate income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

3. A copy of the within Order shall be served upon all parties on the Service List within 7 days from the date of entry of this Order.

4. At the time of the entry of this Order, some of the municipalities impacted by the Order have settled their DJ

1/31/2024

Action and some have not settled their DJ Actions and may proceed in the future to a methodology trial. This Order is being entered to facilitate the establishment of up to date limits on income, rental increases and sales price increases related to the administration of affordable units and programs and is without prejudice to any party in an action that has not yet settled challenging the methodology or its basis in the future.

/s/ THOMAS C. MILLER, P.J.Cv.

Hon. Thomas C. Miller, P.J.Cv.

EXHIBIT A

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$63,597	\$68,140	\$72,882	\$81,787	\$80,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	2.2%	5.52%	\$178,679
	Moderate	\$80,878	\$84,512	\$88,146	\$95,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940			
	Low	\$91,798	\$94,070	\$96,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,095	\$56,329	\$59,863			
Region 2 Essex, Morris, Union and Warren	Median	\$60,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	1.22%	\$182,955
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705			
	Low	\$33,377	\$35,782	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	2.37%	\$205,458
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942			
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214			
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	2.2%	5.19%	\$186,616
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765			
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478			
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	2.2%	5.05%	\$161,977
	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294			
	Low	\$30,590	\$32,775	\$34,960	\$39,350	\$43,740	\$45,448	\$47,156	\$50,892	\$54,188	\$57,684			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,888	\$78,817	\$84,855	\$90,494	\$96,332	2.2%	0.00%	\$130,680
	Moderate	\$40,868	\$43,797	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,394	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,643	\$25,397	\$27,148	\$28,900			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:20-2.4(a).

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:27-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:27-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:27-9.2(c)).

EXHIBIT B

MUNICIPALITY	DOCKET NO.
<u>SOMERSET COUNTY</u>	
In the Matter of the Township of Bedminster	SOM-L-914-15
In the Matter of the Township of Bernards	SOM-L-899-15
In the Matter of the Township of Bernardsville	SOM-L-925-15
In the Matter of the Township of Branchburg	SOM-L-898-15
In the Matter of the Township of Bridgewater	SOM-L-934-15
In the Matter of the Borough of Far Hills	SOM-L-903-15
In the Matter of the Township of Franklin	SOM-L-866-15
In the Matter of the Township of Greenbrook	SOM-L-929-15
In the Matter of the Township of Hillsborough	SOM-L-900-15
In the Matter of the Township of Montgomery	SOM-L-924-15
In the Matter of the Borough of North Plainfield	SOM-L-935-15
In the Matter of the Borough of Peapack-Gladstone	SOM-L-905-15
In the Matter of the Borough of Raritan	SOM-L-926-15
In the Matter of the Borough of Rocky Hill	SOM-L-901-15
In the Matter of the Township of Warren	SOM-L-904-15
In the Matter of the Borough of Watchung	SOM-L-902-14
<u>HUNTERDON COUNTY</u>	
In the Matter of the Township of Alexandria	HNT-L-300-15
In the Matter of the Township of Bethlehem	HNT-L-316-15
In the Matter of the Borough of Bloomsbury	HNT-L-298-15
In the Matter of the Township of Clinton	HNT-L-315-15
In the Matter of the Town of Clinton	HNT-L-304-15
In the Matter of the Township of East Amwell	HNT-L-306-15
In the Matter of the Borough of Flemington	HNT-L-308-15
In the Matter of the Township of Franklin	HNT-L-314-15
In the Matter of the Township of Frenchtown	HNT-L-309-15
In the Matter of the Borough of Glen Gardner	HNT-L-302-15
In the Matter of the Borough of High Bridge	HNT-L-310-15
In the Matter of the Township of Kingwood	HNT-L-317-15
In the Matter of the City of Lambertville	HNT-L-311-15
In the Matter of the Borough of Lebanon	HNT-L-321-15
In the Matter of the Township of Lebanon	HNT-L-299-15
In the Matter of the Township of Milford	HNT-L-303-15
In the Matter of the Township of Raritan	HNT-L-312-15
In the Matter of the Township of Readington	HNT-L-301-15
In the Matter of the Township of Tewksbury	HNT-L-313-15
In the Matter of the Township of Union	HNT-L-305-15
In the Matter of the Township of West Amwell	HNT-L-307-15

WARREN COUNTY

In the Matter of the Township of Allamuchy	WRN-L-232-15
In the Matter of the Town of Belvidere	WRN-L-238-15
In the Matter of the Township of Blairstown	WRN-L-226-15
In the Matter of the Borough of Bloomsbury	WRN-L-298-15
In the Matter of the Township of Franklin	WRN-L-224-15
In the Matter of the Township of Frelinghuysen	WRN-L-231-15
In the Matter of the Township of Greenwich	WRN-L-228-15
In the Matter of the Township of Hackettstown	WRN-L-234-15
In the Matter of the Township of Hardwick	WRN-L-240-15
In the Matter of the Township of Harmony	WRN-L-239-15
In the Matter of the Township of Hope	WRN-L-237-15
In the Matter of the Township of Independence	WRN-L-246-15
In the Matter of the Township of Knowlton	WRN-L-215-15
In the Matter of the Township of Lopatcong	WRN-L-241-15
In the Matter of the Township of Mansfield	WRN-L-242-15
In the Matter of the Township of Oxford	WRN-L-243-15
In the Matter of the Township of Pohatcong	WRN-L-220-15
In the Matter of the Borough of Washington	WRN-L-230-15
In the Matter of the Township of Washington	WRN-L-244-15
In the Matter of the Township of White	WRN-L-245-15

1/31/2024

REDEVELOPMENT AGREEMENT

BETWEEN THE

TOWNSHIP OF WARREN

AND

SILBERT REALTY & MANAGEMENT COMPANY, INC.

FOR THE

REDEVELOPMENT OF

40 MOUNTAIN BOULEVARD

WARREN, NEW JERSEY

DRAFT FOR DISCUSSION PURPOSES ONLY

THIS REDEVELOPMENT AGREEMENT, made this ____ day of _____ 2020, by and between the **TOWNSHIP OF WARREN** (hereinafter referred to as the “Township”) located at 46 Mountain Boulevard, Warren, New Jersey 07059 and **SILBERT REALTY & MANAGEMENT COMPANY, INC.** or an urban renewal entity formed pursuant to Section 7.1(b) (hereinafter referred to as “Redeveloper”) with offices located at 152 Liberty Corner Road, Suite 203, Warren, New Jersey 07059

SECTION 1. RECITALS

WHEREAS, the Township is a political subdivision of the State of New Jersey, located in the County of Somerset; and

WHEREAS, the Township Committee of the Township of Warren (the “Township Committee”), by Resolution No. 2019-218 duly adopted on August 15, 2019, authorized the Planning Board to undertake a preliminary investigation to determine whether the area identified as Block 89, Lot 4 as shown on the Tax Map of the Township of Warren, Somerset County, New Jersey (the “Study Area”), should be declared “an area in need of redevelopment” according to the criteria set forth in Section 5 of the Local Redevelopment and Housing Law, N.J.S.A.40A:12A-1, *et seq.* (hereinafter “Redevelopment Law”); and

WHEREAS, John T. Chadwick, IV, P.P., Township Planner, submitted a report to the Planning Board entitled “Preliminary Investigation Report, 40 Mountain Blvd.” dated February 2020 (the “Redevelopment Area Report”), detailing the statutory criteria for determining whether the Study Area constituted an “area in need of redevelopment,” and which Redevelopment Study provided extensive information supporting a recommendation to the Planning Board that the aforesaid Study Area met the statutory criteria; and

WHEREAS, after a public hearing held on March 11, 2020 and in accordance with N.J.S.A. 40:12A-6, the Planning Board, on March 11, 2020, adopted a Resolution determining that the Study Area should be designated as an “area of redevelopment” and recommending that the Study Area be designated as a Non-Condemnation “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, after a review of the Study Area and the recommendation of the Planning Board, the Township Committee adopted Resolution No. 2020-09 on April 16, 2020, designating the Study Area as a Non-Condemnation “area in need of redevelopment” pursuant to the Redevelopment Law (the “Redevelopment Area”); and

WHEREAS, the Township Planner prepared and submitted a redevelopment plan entitled “40 Mountain Boulevard (Block 89, Lot 4) Redevelopment Plan” (the “Redevelopment

Plan”), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, on August 13, 2020 the Township Committee adopted Ordinance No. 20-20 adopting the Redevelopment Plan for the Redevelopment Area; and

WHEREAS, pursuant to the Redevelopment Plan, the Redeveloper proposes to redevelop Block 89 Lot 4 located in the Redevelopment Area (hereinafter referred to as the “Project Site”), by constructing a residential development consisting of a three-story apartment building containing 26 rental units, including six (6) affordable units (the “Affordable Units”); together with associated parking (the “Project”); and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township and its residents for the Township to enter into this Redevelopment Agreement with the Redeveloper to set forth the principles of agreement between the Township and the Redeveloper for the redevelopment of the Project Site with the Project in the Redevelopment Area in accordance with the Redevelopment Plan; and

WHEREAS, the Township and the Redeveloper desire to fully and thoroughly address the issues, items and conditions precedent to the redevelopment of the Project Site by way of this Agreement; and

WHEREAS, the Township and the Redeveloper acknowledge that the mutual promises contained in this Agreement are good and valuable consideration for the binding execution of this Agreement;

NOW, THEREFORE, for good and valuable consideration, it is agreed upon, as of the date set forth above, by the Township and Redeveloper, as follows:

SECTION 2.DEFINITIONS

2.1. Governing Definitions. When used in this Agreement, the following words, phrases or terms shall have the meaning set forth in the subsections that follow:

2.1.1. **Agreement** shall mean the instant document, which is entitled "Redevelopment Agreement between the Township of Warren and Silbert Realty & Management Company, Inc. (or an urban renewal entity to be formed) for the Redevelopment of 40 Mountain Boulevard" and the documents and exhibits appended hereto and incorporated herein by reference.

- 2.1.2 **Approvals** shall mean, as to any Phase of the Project, all governmental approvals, permits, licenses, agreements and capacity reservations from any governmental authority having jurisdiction over the Redevelopment Area that are required to permit construction of the relevant Phase of the Project to commence, including, but not limited to, local and county planning approvals, construction permits, and other various state and local approvals; excluding, however, approvals, permits and the like normally obtained during the ordinary course of construction.
- 2.1.3 **Board** shall mean the Warren Township Planning Board.
- 2.1.4 **Township** shall mean the Township of Warren, acting through its Township Committee.
- 2.1.5 **Certificate of Completion** shall mean a certificate or certificates certifying that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to all or a portion of the Project or certifying that the Project, or any portion thereof, has been completed; provided, however, to the extent that the Project, or any portion thereof, has been substantially completed, the Certificate to be provided shall certify that the Project, or any portion thereof, has been substantially completed. The Township Committee recognizes and consents to the fact that the Project may be developed and constructed in phases and that the Redeveloper shall be entitled to a Certificate of Completion for any phase of the Project that has been completed in accordance with the Approvals.
- 2.1.6 **Certificate of Occupancy** means a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon completion of all or a portion of the Project.
- 2.1.7 **Commencement of Construction, Commencement Date, Commence Construction** or similar phrases shall have the meaning set forth in Section 5.3.
- 2.1.8 **Conditions Precedent** shall have the meaning set forth in Section 4.1.
- 2.1.9 **Township Committee** shall mean the governing body of the Township.
- 2.1.10 **Default** shall have the meaning defined in Sections 6.1 and 6.2.

- 2.1.11 **Default Notice** shall mean such notice from the Township to the Redeveloper as defined in Section 6.3.
- 2.1.12 **DEP** shall mean the New Jersey Department of Environmental Protection.
- 2.1.13 **Effective Date** shall be the date upon which this Agreement is fully executed by all parties.
- 2.1.14 **Environmental Laws** shall mean any federal, state or local law, ordinance, rule or regulation, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq.; (b) the New Jersey Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 et seq.; (c) the New Jersey Leaking Underground Storage Tank Act, as amended, N.J.S.A. 58:10-21 et seq.; (d) the Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; (e) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; (f) the Hazardous Material Transportation Act, as amended, 49 U.S.C. Section 180, et seq.; (g) the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, et seq.; or (h) any and all laws, regulations, and executive orders, whether federal, state or local, pertaining to environmental matters, as the same may be amended or supplemented from time to time.
- 2.1.15 **Event of Default** shall have the meaning set forth in Section 6.2.
- 2.1.16 **Final Approval** shall mean an Approval for which the limiting period on appeal or for an appeal set forth statutorily or in the rules of court has expired without an appeal or further appeal having been taken.
- 2.1.17. **Financing** shall mean any construction, permanent or other financing, including institutional equity and debt financing and related party equity and debt financing, obtained by the Redeveloper in connection with the Project. It is understood and agreed that the Township shall not under any circumstances guaranty any Redeveloper Financing.
- 2.1.18 **Force Majeure** shall have the meaning set forth in Section 14.1.
- 2.1.19 **Hazardous Substances** shall mean any hazardous substances or wastes now or in the future regulated under Environmental Laws, excluding, however, customary construction, maintenance, janitorial and cleaning supplies in reasonable quantities

to be used in the ordinary course of construction and operation of the Project and which are used and disposed of in accordance with all applicable Environmental Laws.

2.1.20 **Parties** shall mean both the Township and the Redeveloper together and shall not refer to any other person or entity.

2.1.21 **Permitted Transfers** shall have the meaning set forth in Section 8.2.

2.1.22. **Project** shall be as generally described in Section 2.2.1 of this Agreement.

2.1.23 **Project Schedule** shall be as detailed in Exhibit C to this Agreement.

2.1.24. **Project Site** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.25 **Redeveloper** shall mean Silbert Realty & Management Company, Inc. and its successors or assigns or an urban renewal entity to be formed in which Brian Silbert is the majority member.

2.1.26 **Redevelopment** shall mean the design and construction of the improvements on the Project Site as contemplated by this Agreement.

2.1.27. **Redevelopment Area** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.28. **Redevelopment Entity** shall mean the Township Committee of the Township of Warren acting as a redevelopment entity.

2.1.29. **Redevelopment Law** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.30 **Redevelopment Plan or Plan** shall mean the Township of Warren Redevelopment Plan adopted by the Township Committee pursuant to Ordinance No. 20-20 on August 13, 2020.

2.1.31 **Redevelopment Plan Ordinance** shall have the meaning set forth in the recitals to this Agreement, subject to such amendments as may hereafter be adopted.

2.1.32. **Remediation** shall mean any clean up, containment, correction or adjustment in strict accordance with Environmental Laws to any environmental contamination to any natural resource, including but not limited to air, groundwater, surface water, or soil.

2.1.33 **Site Plan** shall have the meaning set forth in Section 2.2.1.

2.1.34. **Third Party** means a person or entity other than (i) the Township; (ii) any agent, employee, agency, board, elected official or representative of the Township; (iii) the Redeveloper; (iv) any member, shareholder, partner, officer, representative, employee or agent of the Redeveloper or (v) any entity owned or controlled by, under common control with, or that owns or controls, the Redeveloper or any member, shareholder or partner of the Redeveloper.

2.1.35. **Transfer** shall have the meaning set forth in Section 8.2.

2.2 Project Definitions. When used in this Agreement, the following words, phrases or terms shall have the meanings set forth in the subsections that follow:

2.2.0. Purpose. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and the Redeveloper in connection with the redevelopment of the Project by the Redeveloper. The Redeveloper has been designated by the Township Committee as the Redeveloper of the Project.

2.2.1. The Project. The Project shall generally be designed in accordance with the Site Plan (the "Site Plan") entitled _____ prepared by _____ dated _____ and on the architectural plans (the "Architectural Plans") dated _____ prepared by _____ attached hereto as **Exhibits A and B**, respectively.

The Site Plan may be subject to the modifications as required by the Board in accordance with this Agreement, the Redevelopment Plan and the land development ordinances of the Township. The Township Committee agrees that the present Site Plan is consistent with the requirements of the Redevelopment Plan, including but not limited to, the number of residential units provided. Redeveloper shall construct only the residential units established and permitted in the current Redevelopment Plan.

SECTION 3 REDEVELOPER RESPONSIBILITIES.

3.1. Infrastructure Improvements; Redeveloper Responsibilities. The Redeveloper will be responsible for its undertakings described herein after the satisfaction of the Conditions Precedent (as defined in Section 4.1), and at a time designed to allow construction of the Project to commence consistent with the terms of this Agreement.

3.2. Infrastructure Improvements On Site. The Redeveloper is responsible, at its sole cost and expense, for the construction of all on-site infrastructure improvements on the Project Site which are required to accommodate full development of the Project, including but not limited to internal streets, sanitary sewers, storm sewers, and utility lines necessary for the Project.

3.3. Infrastructure Improvements Off-Site and Off-Tract. The Redeveloper shall have no responsibility for the cost of any Township off-site or off-tract improvements under the terms of this Agreement other than for bringing water and sewer to the Project Site and any other improvements reasonably required by the Board in connection with the Site Plan approval process, pursuant to the MLUL.

3.4 Approval of Project Site Plan and Architectural Plans. The Township agrees that the Site Plan and Architectural Plans depicted on **Exhibit A and B** to this Agreement are consistent with the requirements of the Redevelopment Plan. Furthermore, the Redeveloper acknowledges that it will be required to comply with the provisions of the Redevelopment Plan and to submit the Site Plan and Architectural Plans for review and approval by the Board.

3.5. Project Site. The Redeveloper or entities owned and controlled by the Redeveloper is/are the owner(s) of the Project Site.

3.6 Additional Parking. If required, Redeveloper shall provide additional parking at 53-55 Mountain Boulevard and/or 37 Mountain Boulevard as necessary, as more particularly set forth in a letter from Redeveloper's Counsel dated November 23, 2020, a copy of which is attached hereto and made a part hereof. As Exhibit C. Redeveloper shall provide the Township with a copy of the fully executed license agreement with Warrenville Associates, LLC prior to the issuance of a Certificate of Occupancy.

SECTION 4. CONTINGENCIES

4.1 Contingencies. The respective obligations of the Parties to proceed with the Redevelopment under this Agreement are contingent upon the satisfaction or waiver, by the party whose performance is contingent upon the satisfaction of the contingency, of the contingencies set forth in Sections 4.1 and 4.2 hereof within the time periods set forth therein (the “Conditions Precedent”).

4.2 Approvals. The obligation of the Parties to proceed with the Project is contingent upon receipt of all Approvals, (including but not limited to building permits, Somerset County Planning Board approval, Somerset-Union Soils Conservation District Approval, New Jersey Department of Transportation approval, Department of Community Affairs and New Jersey Department of Environmental Protection approval) for the Project. The Township will reasonably cooperate and assist where possible, including expediting the processing of all such applications.

4.3. Project Schedule. It is acknowledged by the Parties that the construction of the Project is time sensitive and will require the coordination of a multitude of efforts by the Redeveloper, the Township and other governmental and private concerns. The Redeveloper’s schedule for commencement and completion of the various elements of the Project (subject to delays caused by Force Majeure) is set forth on **Exhibit D** to this Agreement. The Redeveloper shall use good faith efforts to complete the Project as expeditiously as possible in accordance with **Exhibit D** Notwithstanding the foregoing, any applicable dates contained in the Project Schedule shall not be deemed time is of the essence.

4.4 Effect of Termination. If any of the Contingencies or Conditions Precedent in this section are not satisfied or waived by the appropriate Party prior to the expiration of the applicable time period therefore as set forth herein, then Redeveloper may terminate this Agreement upon written notice to the Township. If this Agreement is terminated under this Section 3, this Agreement shall automatically terminate, neither party shall have any further liability to the other, and any and all unexpended fees, escrows and payments made by the Redeveloper pursuant to Section 11.1 and/or Section 11.2 hereof shall be refunded to the Redeveloper by the Township.

SECTION 5. IMPLEMENTATION OF THE PROJECT

5.1 Project Development. The Redeveloper, subject to the contingencies set forth in this Agreement, agrees to develop the Project Site in accordance with this Agreement.

5.2 Development Approvals. The Parties acknowledge that the Approvals must be obtained prior to the commencement of any work on the Project Site. The Redeveloper agrees to obtain all Approvals that may be necessary to commence and complete the Project. The Redeveloper agrees to proceed in a reasonable and diligent

manner to obtain all Approvals that may be necessary to commence and complete the Project. The Township agrees that it will use good faith efforts, without cost or expense to the Township except for payroll and internal administrative costs, to assist or provide information in its possession to the Redeveloper when such assistance or information is needed by the Redeveloper to obtain any necessary permits or approvals, including, but not limited to, signing any and all applications for permits or other approvals necessary for the development of the Project, if necessary. To the extent permitted under applicable law, the Township agrees to support and endorse and, if possible, sign, any applications of the Redeveloper that are in accordance with this Agreement and to seek expedited Board review of the development applications. The Township agrees to expedite the processing of the development application and applications for building permits and other municipal permits. The Township, and all officers, employees and agents of the Township shall take all reasonable steps to foster and facilitate development of the Project in accordance with this Agreement. The Township shall cooperate in all efforts of the Redeveloper to secure necessary municipal, county and state permits and approvals in an expeditious fashion.

5.3 Commencement of Project. The Redeveloper agrees that it will use good faith efforts, subject to delays caused by Force Majeure, to obtain the necessary building permits and commence construction of the Project by not later than ninety (90) days after the last to occur of the following events: (i) all Final Approvals have been obtained, (ii) the final Site Plan has been signed by the appropriate Township officials, and (iii) the satisfaction of all conditions in the Resolution granting final Site Plan approval for the Project. For purposes of this Agreement, the phrase, "Commencement Date" or "commencement of construction" or equivalent phrases, however worded, shall mean the commencement of physical construction or site preparation work at the Project Site by the Redeveloper in furtherance of the plans for the construction of the Project. After the commencement of construction for any improvement in the Project, the Redeveloper will thereafter diligently and continuously prosecute that portion of the Project to completion, subject to delays caused by Force Majeure, in accordance with this Agreement.

5.4 Certificate of Occupancy and Certificate of Completion. Upon completion of the construction of the Project, or any part thereof, and issuance of a temporary certificate of occupancy for such part, subject only to punch list items for all or any part of the building(s) to be constructed, then, provided the Redeveloper has substantially complied with this Agreement, the Township agrees to issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement with respect to the Project, or portion of the Project for which the certificate has been issued, and has completed construction in accordance with the requirements of this Agreement with respect to the part of the

Project to which the Certificate relates. Such Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the relevant obligations of the Redeveloper to construct the Project. The Township shall provide such Certificate of Completion within thirty (30) days after written request by the Redeveloper or, within ten (10) days of such request, provide the Redeveloper with a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to such Certificate of Completion. Pursuant to *N.J.S.A. 40A:12A-9(a)*, upon the issuance of a Certificate of Completion for the Project, the conditions that were determined to exist at the time that the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

5.5 Cooperation and Compliance. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Agreement. The Township Committee further agrees to take such action as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining Financing for the Project.

5.6 Fees. The Redeveloper shall be subject to application and escrow fees for Township approvals and review processes in accordance with the Township's Land use Procedures and Land Development ordinances

SECTION 6. DEFAULT PROVISIONS

6.1 Redeveloper's Default. The Township shall have the right to declare the Redeveloper in default of this Agreement ("Default") in the event that any of the events set forth below in Section 6.2 occur. For purposes of this Agreement, the term "Default" shall mean the occurrence of any of the events set forth in Section 5.2, after notice and opportunity to cure, and which may result in the Township exercising any or all of its remedies under Section 6.4 of this Agreement to terminate the Redeveloper's rights under this Agreement.

6.2 Default Events. The Township shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, an "Event of Default"):

- The Redeveloper's failure to perform substantially, or substantial defect in performance by the Redeveloper, of any of its material obligations under this Agreement; or

- A final and un-appealable determination by a court of competent jurisdiction that the Redeveloper is insolvent; or
- The Redeveloper shall file a voluntary petition in bankruptcy; or
- The sending of a notice to the Township by the Redeveloper that it has determined not to proceed with the Project, unless the Redeveloper has the right not to proceed, under the terms of this Agreement; or
- Any judgment of bankruptcy against the Redeveloper, or any general assignment for the benefit of creditors by the Redeveloper, or any appointment of a receiver for the Redeveloper which is not stayed or dismissed within ninety (90) days of such appointment; or
- Abandonment of the Project by the Redeveloper for a period of more than ninety (90) consecutive days after commencement, without explanation, which shall mean the failure to staff adequately or diligently to prosecute the Approvals or to construct the Project to ensure the achievement of the Project Schedule.

6.3 Default Notice. Upon an occurrence of an Event of Default, the Township shall notify the Redeveloper in writing that it has declared the Redeveloper in default (hereinafter "Default Notice"). Absent such Default Notice, no declaration of Default shall be deemed binding against the Redeveloper. The Default Notice shall be given by the Township Committee within ten (10) days of action by the Township Committee or its designee determining that an Event of Default has occurred and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the Redeveloper shall have thirty (30) days after the Redeveloper's receipt of the Default Notice, in the case of a financial obligation, to respond to such Default Notice, or in the case of a non-financial obligation, the Redeveloper shall have forty-five (45) days after the Redeveloper's receipt of the Default Notice, to commence to cure the Event of Default and shall be afforded additional time to cure, provided that the Redeveloper has, within the applicable time period, commenced and is diligently and continuously proceeding to correct same. In the event that the Redeveloper does not cure the Default as set forth herein, the Township shall have the right to exercise the remedies set forth below. The Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the Redeveloper must respond to the Default Notice or the period of time in which the Redeveloper must cure the Default.

6.4 Default Rights and Remedies of Township: Upon the occurrence of a Default which has not been cured pursuant to Section 6.3, the Township shall, to the fullest extent permitted by law, have each of the following rights and remedies: (i) Terminate this Agreement, in whole or in part, upon the expiration of the

applicable cure period with respect to the Project; (ii) Withhold the issuance of any Certificate of Completion as to the Project until the Default has been corrected; and (iii) any other remedy at law or equity, including but not limited to, de-designating the Redeveloper and any statutory rights of the Township, none of which are waived by the execution of this Agreement.

6.5 Rights and Remedies of the Township; No Waiver by Delay. The exercise of any rights and remedies of the Township, whether provided by this Agreement or otherwise, shall not constitute a waiver of any other rights or remedies provided under this Agreement and, except as otherwise specifically provided by this Agreement, the exercise by the Township of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by the Township in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive the Township of, or limit such rights and remedies in any way (it being the intent of this provision that the Township shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the Default involved); nor shall any waiver by the Township with respect to any specific Default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Township with respect to any other Defaults by the Redeveloper under this Section or with respect to the particular Default, except to the extent specifically waived in writing.

6.6 Township Default. The failure of the Township to substantially perform, or a substantial defect in performance by the Township of, any of its obligations under this Agreement ("Township Event of Default") shall constitute a default by the Township.

6.7 Cure by Township. The Township shall have the right to cure any Township Event of Default, provided that the Township commences the cure thereof within forty-five (45) days of the date that the Redeveloper notifies the Township, in writing, that a Township Event of Default has occurred, unless a longer period is expressly required to comply with statutory limitations or requirements; provided, further, that if the Township diligently and continuously proceeds to cure the Township Event of Default, the Township shall be afforded an additional

reasonable period of time to complete the cure, given the nature of the Default.

6.8 Rights and Remedies of Redeveloper. In the event that the Township does not cure the Township Event of Default as set forth herein, the Redeveloper shall be entitled to all remedies at law and equity, including the remedy of specific performance.

SECTION 7 LENDER PROTECTIVE PROVISIONS

7.1 Rights of Mortgagee. In the event of any default in connection with the terms and provisions of any lease or financial arrangement providing for a mortgage interest upon the Project or Project Site, the relevant financial institutions shall be entitled to the protection of N.J.S.A. 55:17-1 et seq. providing for notification, a reasonable opportunity (in light of the nature of the default and the available means to correct it), to cure the same, and shall be afforded additional time to diligently and continuously proceed to correct same in a reasonable period of time given the nature of the breach, provided that the financial institution or lender has, within thirty (30) days of the receipt of notice, commenced and is diligently pursuing the correction of such failure or defect. In order to provide additional and supplemental remedies to the holder of a mortgage loan on the Project or Project Site in the event of a default with the terms and provisions of its mortgage loan, which remedies are deemed necessary and appropriate to the feasibility of making private funds available to finance the Project, the holder of a loan may exercise the following rights: the right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights as are specifically provided in N.J.S.A. 55:17-8.

7.2 No Termination for Mortgage Default. This Agreement, being a lease or financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Project, as though such default or foreclosure had not occurred, subject to the provisions of N.J.S.A. 55:17-1 et seq.

7.3 Attornment. The Township agrees to execute recognition and attornment documents that may reasonably be required by any lender and that are reasonably

acceptable to the Township, and further to make any technical, non-substantive modifications to this Agreement that may be reasonably required for the Financing; provided, however, that the Redeveloper shall reimburse the Township for all costs incurred in connection with the review and approval of said documents (including the preparation of any approving resolutions) by the Township Attorney.

7.4 Notice to Mortgagee. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any Event of Default by the Redeveloper of its obligations or covenants under this Agreement, the Township shall simultaneously forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County or any other address provided to the Township by such mortgage holder. No such notice to the Redeveloper shall be effective unless a copy is also sent to the holder of such mortgage. No Default will become effective if the holder of any Financing is curing such Default.

7.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any Event of Default, each holder of any Financing shall (insofar as the rights of the Township are concerned) have the right, at its option, to cure or remedy such Default and to add the cost thereof to its mortgage and shall have an additional thirty (30) days to do so, provided that, if the Default relates to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the Township's approval, either before or after foreclosure or any action in lieu thereof, to undertake or continue the construction or completion of the Project or any part thereof. Any such holder who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the Township, to receive the certificate of occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.5 hereof.

SECTION 8. NONDISCRIMINATION AND RESTRICTIONS ON TRANSFER

8.1 Nondiscrimination. The Redeveloper agrees, and all Deed(s) for any parcels in the Project Site shall contain covenants running with the land, perpetual in duration, binding on the Redeveloper, its successors and assigns, and every successor in interest to the parcels, that the owners of the properties to be redeveloped shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the properties or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed, and the Deed(s) shall so expressly provide, that the agreements and covenants provided herein above shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, any successor in interest to the parcels, or in any part thereof, and the owner of any other land (or any other interest in such land) in the Project Site which is subject to the land use requirements and restrictions of the Redevelopment Plan, against the Redeveloper, its successors and assigns, and every successor in interest to the parcels.

8.2 Restrictions on Transfer. (a) Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), the Redeveloper shall, except as set forth in subsection (b) below, be without power to sell, lease, assign, mortgage, or otherwise transfer or encumber (any of the foregoing, a “Transfer”) this Agreement, the Project, the Project Site or any such part of or interest in the foregoing, without the written consent of the Township, which consent shall not be unreasonably withheld, conditioned or delayed, subject to compliance with subsection (c) below.

(b) Notwithstanding the foregoing, prior to the Certificate of Completion, the following transfers and encumbrances (“Permitted Transfers”) shall be permitted without any consent or any further approval by the Township Committee: (i) leases or contracts of sale for individual residential units (ii) a mortgage or mortgages and other liens and encumbrances for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project; (iii) utility, access, ingress, egress and other development easements; (iv) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval; (v) a transfer of an interest in the Redeveloper or the Project Site to an entity owned or controlled by the Redeveloper (for purposes of this Agreement defined to mean at least a 51% or greater ownership interest), including transfer to an urban renewal entity if necessary in relation to any tax abatement that may be approved; (vi) a transfer of an interest in the Redeveloper limited liability company for the benefit of children, parents or heirs of a party owning an interest in the Redeveloper; and (vii) any contract or agreement with respect to any of the foregoing exceptions. The foregoing shall not apply, and therefore no approval will be required with respect to, a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of the Redeveloper.

(c) If, prior to the Certificate of Completion, there is a Transfer which is not a Permitted Transfer as set forth in subsection (b) above, such Transfer shall require the consent of the Township Committee, the Township Committee's consent shall be conditioned upon the Redeveloper satisfying the following conditions to the reasonable satisfaction of the Township Committee: (i) the Redeveloper presents evidence demonstrating the reputability of the transferee or assignee and the financial ability of the transferee or assignee to fulfill the obligations of this Agreement (or, if the Transfer is of a part of the Project Site or rights hereunder, the obligations relating to such part); and (ii) the Redeveloper presents evidence demonstrating the competence and experience of management of the proposed transferee or assignee to complete the relevant section of the Project.

(d) A determination of compliance with the criteria set forth in subsection (c) above shall be based on the following information and documentation to be submitted by the transferee or assignee: (i) financial statements indicating (1) net worth, or (2) unencumbered lines of credit; (ii) evidence of loan commitments sufficient to carry out the Project of the transferee or assignee; and (iii) a letter of recommendation from a prior project manager or owner for whom the prospective transferee or assignee has at least ten (10) years of experience in the construction of residential multi-family housing in the State of New Jersey, and (iv) has undertaken a comparable development in the State of New Jersey.

(e) A proposed transferee or assignee shall be presumed to be reputable and have the necessary financial ability if the above information demonstrates: (i) that the proposed transferee or assignee is of good character and reputability as evidenced by the letter from a prior manager or owner for whom the prospective transferee or assignee has undertaken a comparable development in the State of New Jersey; and (ii) that the proposed transferee or assignee has sufficient net worth and credit worthiness to carry out the Project, or part thereof, or loan commitments in amounts and on terms sufficient to permit the completion of the Project, or relevant part thereof.

(f) Upon the granting of such consent, the Township shall issue a certificate to the transferee or assignee evidencing such consent and certifying that no Default by the Redeveloper or any other entity under this Agreement shall impair such transferee's or assignee's rights under this Agreement.

8.3. Subsequent Conveyance by Redeveloper. Upon the issuance of a Certificate of Completion for any portion of the Project on the Project Site, the Redeveloper shall have the right to sell, lease or otherwise transfer its interest in the real property of such portion of the Project without limitation.

SECTION 9. AFFORDABLE RENTAL HOUSING.

9.1 The Affordable Units shall be constructed, marketed, rented and maintained in strict accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., Township Affordable Housing Ordinances; and rules or regulations adopted by the New Jersey Council on Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction, as well as any successor statutes, rules, regulations or ordinances (collectively the "Fair Housing Laws"). Consistent with the obligation to construct the Project in accordance with the Fair Housing Laws, but not intending to limit that obligation, each Affordable Unit shall be deed restricted with affordability controls as prescribed by the Fair Housing Laws. The affordability controls shall remain in place until released by the Township and for a minimum period of thirty (30) years. Redeveloper shall cooperate with the Township in providing any information that is necessary to complete the Township's annual monitoring. Prior to the issuance of any Certificates of Occupancy, Redeveloper shall provide the Township with an Affordable Housing Deed Restriction for Rental Projects in the form attached hereto and incorporated herein as **Exhibit E** covering all of the Affordable Units.

SECTION 10. REPRESENTATIONS AND WARRANTIES

10.1. The Redeveloper. The Redeveloper represents and warrants as follows:

- (a) it is a limited liability company duly created under the laws of the State of New Jersey and is duly organized and existing in good standing;
- (b) it has full power and authority to enter into this Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder;
- (c) the execution, delivery and performance by the Redeveloper of this Agreement has been duly authorized, the person executing this Agreement on its behalf is authorized to do so, and this Agreement constitutes a valid and legally binding obligation of the Redeveloper;
- (d) it is financially capable to undertake and fulfill the obligations of the Redeveloper hereunder, subject to the terms and conditions of Section 4.1. above;
- (e) the Redeveloper has the necessary expertise, qualifications, staff and resources to undertake and fulfill its obligations hereunder;

(f) there is no action, proceeding or investigation now pending or threatened, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in its agency, property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement; and

(g) the execution, delivery, or performance of this Agreement will not constitute a violation of any of the Redeveloper's organizational documents, or of any mortgage, indenture, instrument, judgment or other agreement to which it is a party or by which it is bound.

9.1. The Township. The Township represents and warrants as follows:

(a) that the Township Committee duly adopted the Redevelopment Plan in accordance with the Redevelopment Law;

(b) that the Township Committee is duly and properly designated as the Redevelopment Entity, pursuant to the Redevelopment Law;

(c) that the Township is executing this Agreement in its capacity as the designated redevelopment agency for the Project Site and that this Agreement constitutes a valid and legally binding obligation of the Township;

(d) that there is no action, proceeding or investigation now pending or threatened, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by the Township pursuant to this Agreement; or (ii) is likely to result in a material adverse change in its agency, property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement; and

(e) that the zoning of the Project Site, as amended pursuant to the Amended Redevelopment Plan, permits the Redevelopment of the Project Site for the Project, subject to Board and all other Approvals.

SECTION 11. FEES; INDEMNIFICATION

11.1 Escrow Fees. The Redeveloper shall have the obligation to maintain an

escrow account for the purposes of paying for the Township's professional and administrative costs related to the Project in accordance with the terms of that certain Funding Agreement approved by the Township on August 15, 2019 (the "Funding Agreement"). The obligation to maintain such escrow account shall continue until such time as the final Certificate of Completion is issued by the Township for the Project, at which time the escrow account shall close and the Redeveloper shall no longer have the obligation to pay for the Township's professional and administrative costs related to the Project. Upon issuance of the final Certificate of Completion, the Township shall provide the Redeveloper with a final invoice for the Reimbursable Costs incurred by the Township. Any balance due the Redeveloper of any of the Escrow Funds, will be refunded at the end of the Interim Period, or shall be disbursed in accordance with the Redeveloper's instructions.

In accepting the above referenced escrow deposit from the Redeveloper, the Township shall comply fully with the standards set forth in N.J.S.A. 40:55D-53, et al. At any time prior to the completion of the Project, upon thirty (30) days written notice, the Township will provide Redeveloper with a full and detailed accounting of any and all costs charged to the Redeveloper pursuant to the escrow agreement between the parties.

The phrase "Reimbursable Costs" shall include, but not be limited to, all reasonable fees and costs related to the Project including those fees and costs incurred by the Township as a result of the Township's utilization of qualified professional consultants, including but not limited to planners, engineers and attorneys as designated by the Township, who shall participate in the review of any and all other plans, renderings, or reports directly relating to the proposed Redevelopment Project and the drafting and negotiation of the Redevelopment Agreement and Financial Agreement. The Redeveloper shall not be responsible for any professional or administrative costs incurred by the Township or work performed by Township employees, consultants or professionals, which work was performed for any prior redeveloper of the Property.

11.2 Escrow Funds. In accordance with the terms of the Funding Agreement, the Redeveloper has deposited the sum of Twenty Five Thousand (\$25,000.00) Dollars in escrow with the Township pursuant to this Agreement. Said amount shall continue to be maintained by the Township in a separate escrow account and shall be drawn down upon the Township to pay the Reimbursable Costs. This Twenty Five Thousand (\$25,000.00) Dollar amount shall be referred to as the Escrow Funds. If, as a result of the Township's payment of the Reimbursable Costs, the Escrow Funds drop below Three Thousand (\$3,000.00) Dollars, the

Township shall notify the Redeveloper in writing along with copies of all invoices and a ledger of disbursements made as of the date of the written notice. The Redeveloper shall replenish the Escrow Funds in accordance with the terms of the Funding Agreement. Provided that during such period the Township has expended any Reimbursable Costs, every thirty (30) days, the Township shall provide the Redeveloper with a statement of those Reimbursable Costs paid from the proceeds of the Escrow Funds. The Township shall further provide the Redeveloper with individual invoices on a regular basis when received by the Township that are identified as the Reimbursable Costs. Any failure on part of the Township to affirmatively provide the Redeveloper with either a statement(s) of the Reimbursable Costs and/or invoices describing same shall not relieve the Redeveloper of its obligation to pay to the Township the Escrow Costs as provided for herein.

11.3 Indemnification. The Redeveloper agrees to indemnify and hold harmless the Township and the Township Committee against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, resulting from the Redeveloper's activities in constructing the Project or the Redeveloper's actual breach of any contracts entered into by the Redeveloper which relate to construction of the Project, or resulting solely from the Redeveloper's ownership of portions of the Project Site, or resulting from the acquisition, construction or installation of the Project, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper and unrelated third parties, which claims result from the construction of the Project, the maintenance and functioning of Project improvements, or any other activities of the Redeveloper within the Project Site during the construction of the Project. It is mutually agreed by the Redeveloper and the Township that neither the Township nor its elected and appointed officials, volunteers, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the Township and its elected and appointed officials, volunteers, officers, agents and employees harmless from any claim or suit in connection with the Redeveloper's obligations under this Agreement, except for any claim or suit arising from the intentional, willful and negligent acts of the Township or its elected and appointed officials, volunteers, officers, agents, servants or employees.

The Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions, as described in this Section, which may be brought or asserted against the Township or its elected and appointed officials, volunteers, officers, agents, servants or employees. Any reasonable attorneys' fees in situations where it is necessary under

applicable law for the Township to engage its own attorneys, reasonable experts' testimony costs and all costs to defend the Township or any of its elected and appointed officials, volunteers, officers, agents, servants, or employees shall be reimbursed to it by the Redeveloper in connection with such indemnification claim.

As between the Redeveloper and the Township, the Redeveloper agrees and specifically assumes any and all responsibility for the investigation and remediation of all environmental conditions, whether known or unknown, on, under or migrating to or from the Project Site or anything affected off-site, as may be required by applicable Environmental Laws, and the Redeveloper shall bear all costs for such investigation and remediation of the Project Site. The Redeveloper shall use reasonable efforts to obtain all environmental approvals that may be required for the remediation of the Project Site. Any and all environmental costs shall be the sole responsibility of the Redeveloper.

Without limitation on any obligation to defend and indemnify pursuant to this Agreement, and without limitation to such obligation which the Redeveloper may have as a matter of law, the Redeveloper shall indemnify, defend, release and hold the Township and its officials and agents harmless against (a) all claims or alleged claims and response costs and fines and penalties against the Township and its officials and agents or the Redeveloper by any governmental authority or third party due to the presence of Hazardous Substances on or within the Project Site, or the discharge of Hazardous Substances in excess of any limitations provided by the applicable Environmental Laws, whenever such Hazardous Substances become present on or within the Project Site, whether prior to or after the Effective Date, (b) all claims or alleged claims against the Township and its officials and agents by any governmental authority or third party for injunctive relief for the abatement of a nuisance or related to the presence of Hazardous Substances on or within the Project Site or the discharge of Hazardous Substances in excess of any limitations provided by the applicable Environmental Laws, whether prior to or after the Effective Date, and (c) all claims or alleged claims of bodily injury or property damage asserted against the Township and its officials and agents by third Parties due to the presence of Hazardous Substances which become present on or within the Project Site, or the discharge of Hazardous Substances in excess of any limitations provided by the applicable Environmental Laws, whenever such Hazardous Substances become present on or within the Project Site whether prior to or after the Effective Date. This indemnity shall survive termination of this Redevelopment Agreement.

SECTION 12. CONSTRUCTION PROVISIONS.

12.1 Illumination, Noise and Pollution. The Redeveloper shall follow all applicable construction laws, regulations, ordinances, and standards in the industry relating to illumination, noise and pollution.

12.2 Security and Safety. The Redeveloper shall be cognizant of and address all traffic safety issues by complying with all applicable traffic safety provisions both during and after construction of the Project.

12.3 Hours of Construction. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. There shall be no construction on Sundays and federal holidays outside or on the exterior of the building. Interior work shall be permitted on all days.

12.4 Township Observation, Access and Inspections. The Township, and its consultants, employees and agents, shall be given free access to observe construction of the Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Board-approved Plans. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Redeveloper's approved submittals. The Township, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Redeveloper's work during such observations or as a result thereof nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Redeveloper, for safety precautions and programs incident to the work of the Redeveloper or for any failure of the Redeveloper to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Redeveloper is not an agent or employee of the Township.

In addition to all remedies at law or in equity, in the event that Redeveloper fails or refuses to comply with any oral or written representation made to any municipal official (including but not limited to the Township Engineer, Administrator, Zoning Officer or Township Committee member), the Township Engineer or Zoning Officer shall provide written notice to the Redeveloper of such failure or refusal and allow the Redeveloper to cure said failure or refusal within ten (10) days . If the failure or refusal continues unabated after the aforesaid ten (10) days, the Township Engineer or Zoning Officer shall have the right to issue a Stop Work Order on the Project until the failure or refusal is abated to the satisfaction of the Township Engineer or Zoning Officer.

12.5 Redeveloper shall provide a Landscape Plan to the satisfaction of the Township Engineer and Township Planner as required by the Warren Township Planning Board Resolution PB 20-05 approving Redeveloper's Site Plan. The Landscape Plan shall include landscaping as more specifically set forth in Exhibit C.

SECTION 13. PERFORMANCE, MAINTENANCE AND OTHER GUARANTEES.

13.1 Guarantees Required. Redeveloper shall post performance and maintenance guarantees in accordance with the provisions of N.J.S.A. 40:55D-53 et seq. of the MLUL and all applicable laws, in the following manner:

(a) Prior to the commencement of construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) in a form reasonably acceptable to the Township Attorney (provided that the New Jersey Department of Community Affairs' standard form shall be deemed reasonably acceptable to the Township Attorney) for those improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount not to exceed 120% of the cost of installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 50:55D-53. Notwithstanding the foregoing, under no circumstances shall any form of performance guarantee be required for any building comprising the Project.

(b) A maintenance guarantee in respect of those improvements which may be bonded in accordance with the MLUL in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) for a period not to exceed two (2) years after final acceptance of the improvements, in an amount not to exceed fifteen (15%) percent of the cost of installation of the improvements which are being released, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.

(c) If authorized by ordinance duly adopted by the Warren Township Committee prior to the commencement of construction, Redeveloper may be required to post a temporary certificate of occupancy bond and/or a safety and stabilization bond, as necessary, in accordance with the MLUL and the Township ordinances.

(d) If applicable, all bonds must name the Township as an obligee, and Redeveloper shall deliver a copy of the bonds to the Township prior to the commencement of construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall become insolvent, or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over management of the entity, Redeveloper shall replace the bond within thirty (30) days of notice from the Redeveloper.

(e) In the event that any bond should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect as the result of any act or omission by Redeveloper, then until an approved replacement of the lapsed bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the improvements required to be bonded have been completed and approved by the Township. In the event any bond shall lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect through no act or omission of the Redeveloper, then unless the Redeveloper fails to replace the bond within ten (10) days of notice given to the Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the project unless the improvements required to be bonded have been completed and approved by the Township.

(f) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed, or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

(g). Any extension of the time allowed for installation of the improvements for which a performance guarantee has been provided and any release or partial release of any performance guarantee provided pursuant to this Agreement shall be pursuant to the MLUL.

SECTION 14. MISCELLANEOUS

14.1 Force Majeure. The failure of either Party to perform any of the provisions of this Agreement by reason of any of the following shall not constitute a Default or breach of this Agreement: labor disputes, strikes, picket lines, unavailability of materials, freight and delivery delays, energy shortages, boycott efforts, fires, floods, freezes, epidemics, pandemics, extreme weather conditions, accidents, war (whether or not declared), riots, acts of God, acts of government (including, without limitation, any agency or department of the United States of America or the State of New Jersey, acts or omissions of Third Parties (including litigation by Third Parties), or other causes which are beyond the reasonable control of the Party asserting an excusable delay that are subsequent to the date of this Agreement ("Force Majeure") provided however (A) that the non-performing party, (i) give the other party prompt written notice describing the particulars of the claimed Force Majeure, including, but not limited to, the nature of the occurrence and its expected duration within thirty (30) days of the commencement of same, (ii) continue to furnish timely regular reports with respect thereto during the period of the Force Majeure and (iii) provide notice of the termination of the Force Majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure and the reasonable time required to secure any applicable insurance settlement; (C) the Force Majeure shall not excuse any pre-existing Event of Default hereunder; (D) the non-performing party uses commercially reasonable efforts to remedy its inability to perform and to mitigate, in an expeditious manner, any losses to the other party; (E) the Force Majeure described above is not otherwise due to the willful or negligent acts or omissions of the party relying on such Force Majeure; and (F) Economic hardship, including changes in tax laws and/or loss of profits, shall not constitute a Force Majeure.

14.2 Tax Assessments. The parties acknowledge that, to the extent that a Financial Agreement is entered into between the Redeveloper and the Township, such Financial Agreement will control the payments in lieu of taxes applicable for the Property. Otherwise, the Redeveloper shall pay standard ad valorem taxes on the Project Site.

14.3 Paragraph Headings. The headings and numbering of paragraphs and sections of this Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Agreement.

14.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey, and any litigation relating to this Agreement

shall be brought in the Superior Court of New Jersey and venued in the County of Somerset.

14.5 Amendments to Agreement. This Agreement and the documents and exhibits appended hereto and incorporated herein by reference represents the entire agreement by and between the Parties with respect to the development of the Project Site and the construction of the Project. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Township and the Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in the amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

14.6 Severability. Should any provision, term, paragraph or other portion or portions of this Agreement be held by any court of competent jurisdiction to be in violation of any applicable law or against public policy or held to be null and void for any reason whatsoever, such portion shall be deemed severable, so that such determination, unless it prohibits or prevents the performance of this Agreement in substantial part, shall not affect the validity of any other provisions of this Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with Section 14.5 of this Agreement.

14.7 Incorporation of Recitals. The recitals set forth in Section 1 of this Agreement are hereby incorporated by reference and are considered part of this Agreement.

14.8 Casualty. In the event that all or any substantial portion of the Project Site is damaged or destroyed by casualty prior to completion of construction, the Redeveloper may, at its option, terminate this Agreement by written notice to the Township within thirty (30) days after the damage or casualty. For purposes of this provision "substantial portion" shall be defined as any portion which is equal to or in excess of twenty-five percent (25%) of the total acreage of the Project Site or that portion which, in the sole opinion of the Redeveloper, would prevent the successful completion of the Project as envisioned by this Agreement.

14.9 Insurance. The Redeveloper shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Township Attorney. The policy shall indicate the Township of Warren as additional insured with respect to their interest in work performed by the above-named insured at the Project. The coverage shall include endorsements for broad form property damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

14.10 Waivers. Any right or remedy which any Party may have under this Agreement may be waived in writing by the relevant Party without the execution of a new or supplemental agreement. Except as otherwise provided in this Agreement, said right of waiver shall include the right to waive a default. No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver.

14.11 No Significance of Party Drafting. The Parties agree that in the construction or interpretation of this Agreement, no significance shall be attributed, in presumption or otherwise, to the identity of the party drafting the provision or provisions in question.

14.12 Recordation. A short form memorandum of this Agreement, and any modifications thereof or additions thereto, may be duly recorded by the Redeveloper in the Book of Deeds of the County of Somerset, and the cost of such recordation and the cost of any and all federal revenue stamps, which legally must be attached to such memorandum, shall be paid by the Redevelop

14.13 Notices. Any notice provided or required to be given under this Agreement must be in writing and shall be served (and shall be deemed to have been served)

1/31/2024

by delivering a copy thereof to the Party being served in person, by commercial courier or by email, with electronic proof of delivery, as follows:

As to the Township:

Township of Warren
46 Mountain Boulevard
Warren, NJ 07059
Attn: Township Administrator
Email:

With a copy to:

Jeffrey B. Lehrer, Esq.
DiFrancesco Bateman et als
15 Mountain Blvd.
Warren, N.J. 07059
Email: jlehrer@newjerseylaw.net

As to the Redeveloper:

Brian S. Silbert, President & CEO
Silbert Realty and Management Co., Inc.
152 Liberty Corner Road, Suite 203
Warren, New Jersey 07059

With a copy to:

Brian Wolfson, Esq.
O'Toole Scrivo
14 Village Park Road
Cedar Grove, New Jersey 07009

From time to time, either Party may designate a different person or address for all of the purposes of this notice provision by giving the other Party no less than ten

(10) days notice in advance of such change of address in accordance with the provisions hereof.

14.14 Counting of Days. Unless otherwise specifically set forth, all references to counting of days shall be calendar days; provided, however, that consistent with R. 1:3-1, in computing a period of time of less than seven (7) days, Saturdays and Sundays and legal holidays shall be excluded.

14.15 Waiver of Jury Trial. The Township and the Redeveloper hereby waive trial by jury in any action, proceeding or counterclaim brought by or against either Party on, or in respect of, any matter whatsoever arising out of, relating to or pertaining to this Agreement, the relationship between the Township and the Redeveloper and/or any claim of injury or damage from any other relationship between the Parties hereto.

14.16 Successors Bound. This Agreement shall be binding upon the respective Parties hereto and, subject to the limitations on transfer set forth in Section 8, their successors and assigns.

SECTION 15. ESTOPPEL CERTIFICATE.

15.1 Estoppel Certificate. Within thirty (30) days following written request therefor by a party hereto, the other party shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time or the giving of notice would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured.

[Signature page to follow]

1/31/2024

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

TOWNSHIP OF WARREN

Attest:

Cathy Reese, Township Clerk

By: _____
Michael Marion, Mayor

Witness:

SILBERT REALTY & MANAGEMENT

1/31/2024

COMPANY, INC.

By: _____

Name:

Title:

EXHIBIT A

SITE PLAN

1/31/2024

EXHIBIT B
ARCHITECTURAL PLANS

1/31/2024

EXHIBIT C

LETTER FROM REDEVELOPER'S COUNSEL

1/31/2024

EXHIBIT E
PROJECT SCHEDULE

EXHIBIT E

1/31/2024

FORM OF DEED RESTRICTION

1/31/2024

Reese, Cathy

From: Reese, Cathy
Sent: Tuesday, December 8, 2020 9:35 AM
To: Administrator; Gary DiNardo; George Lazo (george.lazo@marriott.com); Jolanta Maziarz (jmaziarz@warrennj.org); mmarion@warrennj.org; vjsordillo@warrennj.org
Subject: FW: Silbert Redevelopment Agreement
Attachments: RDA W- BW COMMENTS (A1283925x9D7D2).docx

This came in after the packets went out yesterday
C

From: Susan Bateman <sbateman@newjerseylaw.net>
Sent: Monday, December 7, 2020 3:17 PM
To: Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>
Subject: Silbert Redevelopment Agreement

This is the Silbert Redevelopment Agreement with all proposed revisions included.

Sue

--

As part of our Firm's efforts to help slow the spread of the coronavirus, many of our employees are working remotely. We are requesting that all written materials be sent to us electronically, rather than through physical mail and deliveries. Please bear with us during this time. We expect all operations to continue as usual. Thank you, and stay well.

Susan F. Bateman, Esq.

DiFrancesco Bateman Kunzman Davis Lehrer & Flaum, PC
15 Mountain Blvd.
Warren, N.J. 07059
(Somerset County)
908-757-7800 ext. 188
fax 908-757-8039

CONFIDENTIALITY NOTICE

This transmittal may be a confidential attorney-client privileged communication or may otherwise be privileged or confidential. If you are not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail or by telephone at 908-757-7800, and immediately delete this communication and all attachments.

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Monday, November 23, 2020 11:56 AM
To: bargiro@optonline.net; ckastrud@kastrudengineering.com; dan@gallic.com; david@deltafinancialgroup.com; gpdviper@aol.com; george.lazo@marriott.com; jctoth38@hotmail.com; jtcivplan@comcast.net; jlindner@unionstone.net; mjscuderi1@yahoo.com; saldi@optonline.net; esplou@ideal-supply.com; Marion, Mick; oceanvill125@optimum.net; vslaw@optimum.net
Cc: Lisa Sammartino
Subject: Re: revised Nov 9 minutes
Attachments: Nov 9 minutes rev.doc

excuse me I hit the send button before attaching the revised minutes

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

From: Vautin, Maryellen <mvautin@warrennj.org>
Sent: Monday, November 23, 2020 11:54 AM
To: bargiro@optonline.net <bargiro@optonline.net>; ckastrud@kastrudengineering.com <ckastrud@kastrudengineering.com>; dan@gallic.com <dan@gallic.com>; david@deltafinancialgroup.com <david@deltafinancialgroup.com>; gpdviper@aol.com <gpdviper@aol.com>; george.lazo@marriott.com <george.lazo@marriott.com>; jctoth38@hotmail.com <jctoth38@hotmail.com>; jtcivplan@comcast.net <jtcivplan@comcast.net>; jlindner@unionstone.net <jlindner@unionstone.net>; mjscuderi1@yahoo.com <mjscuderi1@yahoo.com>; saldi@optonline.net <saldi@optonline.net>; esplou@ideal-supply.com <esplou@ideal-supply.com>; Marion, Mick <mmarion@warrennj.org>; oceanvill125@optimum.net <oceanvill125@optimum.net>; Vautin, Maryellen <mvautin@warrennj.org>; vslaw@optimum.net <vslaw@optimum.net>
Cc: Lisa Sammartino <lsammartino@warrennj.org>
Subject: revised Nov 9 minutes

Hello I proofed the minutes I had done on Friday and made some corrections. No change to content. I will have some packets handy for the board to look at the documents, I think I will make 7 copies
Jerry Toth--I will have the copies of the resolutions for signature

Jerry, Dan and Alan I will have the two copies of Beer contract for signature.

Pete Villani, Lou, and Mayor Marion are unable to attend
thank you
*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

**WARREN TOWNSHIP PLANNING BOARD
MEETING MINUTES
7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
November 9, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

Mayor Marion
Committeeman Lazo
Mr. Toth
Mr. Lindner (excused)
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi (excused)
Mr. Villani (excused)
Mr. Gallic

***Statement by Presiding Officer:** Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

Mr. Gallic reminded all in attendance that there is a limit to the number of people permitted in the room due to emergency Covid procedures.

■ **APPROVAL OF MINUTES:**

October 26, 2020. Mr. Gallic pushed the minutes off to the next meeting.

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **CORRESPONDENCE** None.

■ **CITIZENS HEARING non-agenda items**

Seeing no one come forward; this portion of the meeting was closed.

■ **RESOLUTIONS** none

PLANING BOARD MEETING MINUTES

November 9, 2020

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■ **PUBLIC HEARING**

PB 20- 04 Wychwood Way LLC

Block 55 Lot 2.02 Preliminary and Final Major Subdivision

Mr. Donald Whitelaw, attorney for the applicant, came forward and went over the subdivision, a five-lot subdivision. Mr. Brett Skapinetz, the applicant's engineer with Dynamic Engineering was sworn in and accepted by the board. Chairman Gallic let the public know they could come up and look at the plans at any time. The engineer placed the plans on an easel.

Mr. Skapinetz went over sheet 4 of the plans submitted, the overall site dated September 2, 2020 with the latest revision date of October 30, 2020. It is 8.3 acres in the R-65 zone. The lots are open with some woods along the rear of the properties. There was an LOI a few years ago and a conservation easement is on the property. There are some additional treed areas. There are some farm buildings and they will be removed. The subdivision proposed is fully conforming, no variances are required. Minimal lot area is 1.5 acres. Each home on the subdivision shows a footprint of approximately 3200SF. The impervious coverage associated with the lots all meet (are under) the maximum impervious coverage. The impervious coverage proposed in total for all five lots is less than the existing impervious coverage. The structures will be more along the street line than the existing buildings.

There is a ridge on the property and stormwater runs off to the east and then from the left of the page it veers off to the southwest towards the wetlands. They will grade the site to maintain the same drainage patterns so there will be a negative impact on surrounding properties. There is landscaping being proposed on each of the lots.

Mr. Kastrud went over his report. The applicant does comply with the stormwater rules as they have reduced the amount of impervious coverage. Mr. Kastrud did advise that the amount of impervious coverage presented now at the planning board and how it might change later if additions, pools, etc. are proposed then a lot could get over the DEP threshold. Mr. Skapinetz suggested that the resolution should include the information about this possible issue and a need for increased stormwater requirements. It was also suggested that this be included in the initial deeds. The houses may not all be the same size and may have less impervious coverage than discussed here.

The conservation easement has a 50 ft buffer associated with it. The buffer should be on the final plans.

Mr. Chadwick spoke about the trail easement that runs along the bottom of the tract and the new lots will have to have the trail easement. It is across four of the five lots.

Mr. Gallic asked the board if they had any questions, concerns, or comments for the applicant or the engineer. No one had any.

PLANNING BOARD MEETING MINUTES

November 9, 2020

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Mr. Gallic asked the public if they had any questions and reminded all that if they had questions then they did not need to be sworn in but if had comments they would be sworn in.

Mr. Philip Nobile came forward and he and his wife own an adjacent lot; lot 2.01. He is concerned about his lot and construction activity, he wants to make sure there is no one driving on it or leaving debris. He feels the soil erosion fencing is not sufficient. He would like his property line to be clearly delineated in order to check that there is no issue. He also asked for a paneled chain link fence. Mr. Gallic spoke about an orange fence that might go along the limit of disturbance.

Ms. Colleen Mullens came forward from 23 Deerwood Trail, which is east of the proposed development. She is concerned because of the mature trees and preserving them. These are on the Mullens' property. It was agreed to stay out of the drip line area to preserve them. Ms. Mullen asked if this meant that the large equipment will not be within the drip line area. Ms. Mullen asked if someone would walk with her along the line between her property and the applicant's property. Mr. Gallic suggested that the township engineer walk the with the resident to go over the area.

Ms. Mullens also asked about the drainage area and that the area now gets a lot of run off and it goes into the street with heavy rains. The storm drain over flows and she can't see how the proposal will be a reduction. She does not feel the current drainage is sufficient. On her property is a sewerage pump station and it borders the Stroh's property. She is concerned about whether the pump station will be sufficient and it does rely on a generator with more houses on it. The sewer authority will have to approve this themselves and if there are any changes to the subdivision then the applicant would have to come back to the planning board.

Mr. Gallic did bring up that sometimes the calculation of impervious is not always easy to see but includes gravel and pavement and the calculations include all of that and the proposed subdivision has less impervious than the current impervious.

The applicant has made an initial request with the sewerage authority and there will be a public meeting on it in the future, although it is not noticed. The applicant has not submitted to the sewerage authority but will. Ms. Vautin, the Planning Board Land Use Coordinator, will let the sewerage authority know that there is a resident who would like to attend the meeting.

The grading plan is on file in the Planning Board file and the resident can come and review it.

Ms. Gail Stroh came forward from 21 Deerwood Trail and asked about the stormwater. There will down spots to the ground, no drywells in the case as the impervious coverage is less than existing. The water flow will be similar as it is today. Ms. Stroh is concerned it will affect surrounding properties. They looked at the lot of concern, lot 3.02. Mr. Bill Stroh from 21 Deerwood Trail came forward also. He was sworn in. He is concerned about a detention basin next to the Stroh property but is not part of the proposed subdivision.

PLANING BOARD MEETING MINUTES

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Mr. Gallic said the amount of impervious surface proposed is less than what exists now. The rule is if you have less than what is existing there is no additional stormwater required. If a homeowner goes over what is approved for impervious they would need to do additional stormwater work.

Mr. and Mrs. Stroh would also like to be notified of the Sewerage Authority meeting that Wychwood Way subdivision will be discussed.

Mr. Gallic asked if the board members had anything additional comments. No one did.

There was a discussion on the walking trails and they were a policy for many years, they are filed but can't be used by general public unless there is an ordinance passed by the township committee to open them up. Most of this area is wetlands and NJDEP would not permit a trail to be built.

Mr. Gallic asked if the board had any further comments. Mr. Siegel went over the conditions. There will be a deed provision that if impervious coverage exceeds what is approved tonight the township engineering department will need to review and additional stormwater management may be required. Orange construction fencing will be installed along the property line in the area of disturbance. Movement and storage of soil and construction equipment will be not permitted in the drip line area of the mature trees located on lot 2.01. The township engineer will meet with the applicant and owner of lot 2.01 in order to delineate the drip line. The trail easements will be recorded for each lot, all metes and bounds will be submitted to the township engineer department for review.

Mr. Gallic asked for a motion to approve or deny the application. Mr. Toth made a motion to approve, seconded by Mr. DiBianca

Roll Call

For: Mayor Marion, Committeeman Lazo, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Scuderi, Mr. Esposito, and Mr. Gallic.

Against: None.

PB 20-05 40 Mountain Blvd, LLC
Block 89 Lot 4 Preliminary and Final Site Plan

Lawrence Cutalo, attorney for the applicant, came forward and went over the application for preliminary and final site plan for a residential apartment building with affordable housing included with a total of 26 market units and 8 affordable. The lot is a 1.81 acre site. The lot used to be an auto body shop. The property has delineated wetlands in the rear and is subject to NJDEP permitting requirements.

The owner had the vision to develop it with inclusionary affordable housing. It will benefit the township and assist in the affordable housing plan for the township. It is walkable to the town center area and will support local business.

PLANING BOARD MEETING MINUTES

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The owner operates several apartment complexes in New Jersey and several in Somerset County. The property is included in the affordable housing settlement and is in a redevelopment plan. He called Mr. John Hansen, the applicant's engineer.

Mr. Hansen gave his credentials and was accepted by the board. Mr. Jeff Beer, the architect for the applicant came forward and both Mr. Hansen and Mr. Beer were sworn in.

Mr. Hansen went over the application, it is block 89 lot 4, 40 Mountain Blvd. next to the municipal complex. He went over sheet 3 of 6, the demolition plan. The wetlands are identified and the LOI is on file. There is concrete on the property now that will be removed. Mr. DiBianca asked about the gas station and any remediation necessary. The site has been remediated, tanks were removed years ago.

Mr. Hansen brought in Exhibit A-1, an aerial photo of the site dated November 9, 2020. They will have public utilities and sewer. They have met with the county on access from Mountain Blvd. There will be 9 x 18 parking stalls. Solid waste and recycling will be in the rear. The building will have some outdoor balconies for each apartment. There will be some buffering with plants and foundation plantings. The site will have LED lighting. Soil Erosion and Sediment will be taken care of and approval will be obtained from Somerset Union conservation District.

They will submit for a NJDEP transition averaging permit. This is a minor stormwater management development. There is less than a quarter acre of new impervious coverage. The stormwater system will be underground. Mr. Hansen went over the sign. They will need one exception to the RSIS standards. Parking stalls require 51 stalls and they propose 34. The reason is the area is walkable.

Mr. DiBianca asked if they had responded to the Fire Marshall memo. Mr. Hansen thought the Fire Marshall did not have the measurement correct but will follow up with the Fire Marshall. Mr. DiBianca asked about the possibility of people parking in the apartment parking lot and going to the municipal area and vice versa. Mr. Hansen believes the landscape buffer will deter that, as well as a retaining wall along the property line.

They went over the lights and they will be shoe box lights. There was concern on the design of the lights. The lights will be subject to the approval of the Planner.

There were some questions on the number of parking spots. Mr. DiBianca asked about the parking and if it will be limited per each unit. The applicant said it will be in their lease to limit the number of parking spots and vehicles permitted. There are concerns as to how to police parking and limited parking. The three bedrooms are all affordable units, some of the two bedrooms are affordable. There was a survey on two other similar developments that propose they have more parking spaces than needed. This was brought in as Exhibit A-2, Parking Survey of Whispering Hills apartments and Liberty Village apartments. Those apartments and the car counts at 6:00 a.m. and 7:30 show that the number of cars is well under the number of units at those times.

PLANING BOARD MEETING MINUTES

November 9, 2020

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Mr. Gallic asked for clarification on what is proposed for parking. During the TCC there was discussion of off tract parking considered and it was determined that the Planning Board would only consider the site of the development.

Mr. Hansen went over the parking proposed is 34 spots. Mr. Chadwick said that the RSIS in the ordinance is used as a guidance, the redevelopment statutes says the redevelopment ordinance trumps other ordinances.

Mayor Marion disagreed and that RSIS would guide here.

The applicant stated that the table was submitted at the TCC. It was brought in as an Exhibit , A-2.

Mr. Brian Silbert, the applicant, was sworn in. He spoke about Exhibit A-2 and it is to present two properties in the community that are similar to the proposal. It shows that the parking is not fully occupied. The chart had been given to the professionals at the TCC meeting. Mr. Silbert operates many apartment complexes and he feels the use of parking has changed. People are working from home more and less cars are necessary. The last thing Mr. Silbert wants is a complex without adequate parking.

Mr. Gallic asked about the 34 parking spots but RSIS would require 51.

Mayor Marion does not want an issue with parking at the site and there will be visitors. It will be hard to monitor. Mayor Marion asked about a police report. The police had attended the TCC meetings and had concerns which included the off-site spots on the township property and the drive into the development proposed.

The applicant agreed to requesting Title 39.

Mr. Argiro asked about the view of the building coming from the west going east and if they would see the whole building. Will any trees/plantings in the front cover the building somewhat. The buildings past this site are commercial buildings but they are not seen so much, as they sit a little lower and have landscaping.

Mr. Chadwick said that a lot of the trees are on the township property. There is going to be a retaining wall along the parking lot on the site. It needs some softening. There was further discussion on the landscaping and how to screen the lot coming from the west heading east.

Mr. Jeff Beer, architect for the applicant, came up and went over the architecture. He felt some ivy that would crawl up the wall may help. Mayor Marion suggested more buffering along Mountain Blvd also. The applicant agrees to work with the township.

There was concern of the landscaping coming onto the township property.

Mr. Beer went over the elevations. The building will be 33 ft 8.5 inches high with a flat roof, the roof structures are parapets and do not count for the height.

PLANING BOARD MEETING MINUTES

November 9, 2020

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The base or first floor has stone which helps to keep the scale down. There are balconies and they provide views for the tenants.

They will add some landscaping to the plans.

Mr. Gallic asked Mr. Kastrud, the township engineer, and he had no further comments as many items were addressed during the TCC meetings.

Mr. Chadwick had a memo dated September 28, 2020 and all of the items have been discussed or addressed, including what the wall is going to be made of. You will see that through the landscaping. It is going to be modular block, and Mr. Chadwick added it will be decorative modular block. The township engineer and planner will review the material for approval.

Mr. Gallic opened the meeting to the public. No one came forward and that portion of the meeting was closed.

Mr. Gallic asked if any board members had questions or comments. Mr. DiBianca is concerned about the comment from the Fire Marshall for a hydrant at the end of the property. There was a question on the sprinklers. Mr. Gallic asked that the applicant reach out to the Fire Marshall.

Mr. Argiro was still concerned with parking. If there is a party and there are no spots, where would they park. The bank is on the east. There is no fence proposed. That could cause issues. This could cause a police issue and the township wants to avoid it.

There were no more comments. Mr. Gallic asked for a motion.

Mr. Siegel went over the conditions if approved. Leases shall restrict the overall parking spaces to 34 provided. Title 39 is to apply. Landscaping material will be added to soft the appearance of the retaining wall and screen the parking area subject to the redevelopment agreement. The lights fixtures are to be modified so as to be more decorative subject to the township engineer approval and the Mayor. The modular block is subject to the approval of the township engineer. The approval will be conditioned on the adoption of the redevelopment agreement before any building permits are issued and all standard affordable housing conditions will apply. The applicant has agreed to come to an agreement with the Fire Marshall.

Mr. Argiro asked about the Chase Pulte application that had been approved earlier in the year. There were issues about the traffic. The board was told their hands were tied and that is due to the affordable housing agreement. He asked if this is part of the agreement also. It is part of the agreement. Mr. Gallic felt if they don't comply to what was agreed to then the applicant has rights that could cause issues.

A motion was made by Mr. Scuderi, seconded by Mr. DiBianca to approve with conditions

PLANING BOARD MEETING MINUTES

November 9, 2020

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Roll Call

For: Mayor Marion, Committee Lazo, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Scuderi, Mr. Esposito, and Mr. Gallic

Against: None.

■ **SCHEDULE OF NEXT MEETING:**

November 23, 2020

■ **ADJOURNMENT**

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Friday, November 20, 2020 6:16 PM
To: jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;dan@gallic.com;jctoth38@hotmail.com;mjscuderi1@yahoo.com;bargiro@optonline.net;george.lazo@marriott.com;david@deltafinancialgroup.com;vslaw@optimum.net;Marion, Mick;esplou@ideal-supply.com;oceanvill125@optimum.net
Cc: Lisa Sammartino
Subject: Re: Nov 23 meeting PB 7:30 p.m. 44 Mountain Blvd
Attachments: 40 Mountain Blvd LLC Final.doc; Nov 9 minutes start.doc

Here is 40 Mountain Blvd and Nov 9 minutes there may be a change to the resolution and I will review the minutes to see if all good and if any changes I will forward Monday.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

From: Vautin, Maryellen
Sent: Friday, November 20, 2020 2:43 PM
To: Vautin, Maryellen <mvautin@warrennj.org>; John Lindner (jlindner@unionstone.net) <jlindner@unionstone.net>; John Chadwick (jtcivplan@comcast.net) <jtcivplan@comcast.net>; Gary DiNardo (gpdviper@aol.com) <gpdviper@aol.com>; ckastrud@kastrudengineering.com <ckastrud@kastrudengineering.com>; Sal DiBianca (saldi@optonline.net) <saldi@optonline.net>; vslaw@optimum.net <vslaw@optimum.net>; Dan Gallic (dan@gallic.com) <dan@gallic.com>; Jerry Toth (jctoth38@hotmail.com) <jctoth38@hotmail.com>; Mike Scuderi <mjscuderi1@yahoo.com>; bargiro@optonline.net <bargiro@optonline.net>; Marion, Mick <mmarion@warrennj.org>; George.Lazo@Marriott.com <George.Lazo@Marriott.com>; David Pasi <david@deltafinancialgroup.com>; Lou Esposito <esplou@ideal-supply.com>; Sordillo, Victor J. <vsordillo@warrennj.org>; oceanvill125@optimum.net <oceanvill125@optimum.net>
Cc: Lisa Sammartino <lsammartino@warrennj.org>
Subject: Nov 23 meeting PB 7:30 p.m. 44 Mountain Blvd

I am attaching items for the Nov 23 meeting with this email. I do not yet have the minutes for Nov 9 or the 40 Mountain Blvd resolution but hope to have both before the meeting and will email off then
I know that Mr. Esposito has a conflicting meeting and will not attend.
If anyone else cannot come please let me know. I don't believe Chris Kastrud or John Chadwick are required to come but I leave that for Mr. Gallic.

I will have hard copies of the packets at the meeting.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

**PLANNING BOARD
TOWNSHIP OF WARREN, NEW JERSEY
RESOLUTION PB20-05**

WHEREAS, 40 MOUNTAIN BLVD., LLC, Owner/Applicant, has applied to the Planning Board of the Township of Warren for Preliminary and Final Major Site Plan approval, Case PB 20-05, for premises known as Block 89, Lot 4, also known as 40 Mountain Boulevard, and

WHEREAS, the matter was heard and considered at a public hearing held on November 9, 2020, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with *N.J.S.A. 40:55D-10(g) (2)*; and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

1) Applicant seeks Preliminary and Final Major Site Plan approval in accordance with plans prepared by Engineering and Land Planning Associates, Inc., dated September 2, 2020, consisting of 16 sheets, entitled "Preliminary and Final Major Site Plan 40 Mountain Boulevard Residential Project, Block 89, Lot 4, Tax Map Sheet 109, Warren Township, Somerset County, NJ," and architectural drawings by Beer Architectural Group, LLC, dated September 18, 2020, revised October 14, 2020, entitled, "40 Mountain Blvd. Apts." Sheets A-000 (cover sheet), A-100 (first floor plan), A-101 (second floor plan), A-102 (third floor plan), A-200 and A-201 (elevations).

2) The Board considered *inter alia* memoranda from the Township Engineer dated September 27, 2020, from the Township Planning Consultant dated September 28, 2020, from the Township Fire Marshall, dated September 22, 2020, from the Township

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Health Department, dated September 28, 2020, Resolution No. 20-87 adopted by the Warren Township Sewerage Authority on October 21, 2020, and a freshwater letter of interpretation from the Division of Land Use Regulation, New Jersey Department of Environmental Protection, dated February 22, 2018.

3) The Board also reviewed and considered the 40 Mountain Boulevard (Block 89, Lot 4) Redevelopment Plan, prepared by John T. Chadwick, IV, P.P., dated March 31, 2020. On April 16, 2020 by Resolution No. 2020-091, the Township Committee designated 40 Mountain Boulevard, Block 89, Lot 4, as “an area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.). The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan serves to fulfill the statutory requirements pursuant to the LRHL. The objectives of the Plan are to:

- a) Revitalize the redevelopment area by providing the opportunity for redevelopment of the properties by redevelopers;
- b) Create land use and building requirements specific to the redevelopment area that will promote the development of a pedestrian friendly, human scale neighborhood with a cohesive, unified design theme;
- c) Utilize high quality design standards in construction of buildings and improvements; and
- d) Provide for a variety of affordable market rate housing units including income restricted units.

4) John E. Hansen, P.E. testified on behalf of applicant that the property, located in the UR-7 Zone, is adjacent to a township owned grassy field which is itself adjacent to the township library and municipal building. A gas station for many years, the building on Lot 4 had become vacant and dilapidated prior to applicant’s acquisition of the property. According to the witness, the existing building has been demolished. The rear of

the property is wooded with a large area consisting of protected freshwater wetlands. An aerial photograph of the site was marked A-1 and introduced into evidence.

5) Mr. Hansen reviewed the proposed solid waste and recycling area located at the rear of the parking lot, the proposed underground stormwater management system, a 38.5 sq. ft. site identification monumental sign proposed near the parking lot entrance, which he testified was consistent with other signs along the Boulevard, and the proposed parking, which would consist of 34 spaces as shown on the Site Plan. The witness conceded that the Residential Site Improvements Standards (RSIS) would require 51 parking spaces.

6) Brian Silbert, managing member of applicant, testified that in his opinion, which was based on his many years of owning and managing similar residential units, more than sufficient parking was being provided. The witness offered a car count survey undertaken in May 2019, of Liberty Village and Whispering Hills, both in Warren, by David J. Marconi, one of Silbert's employees, which was marked A-2 and entered into evidence. According to the witness, the two developments were very similar to the proposed development now under consideration. At Liberty Village, 53 total parking spaces are provided for 30 units. At 6 am and 7:30 pm, approximately 60% of the spaces were being utilized. Similarly, at Whispering Hills 104 parking spaces are provided for 60 units. At 6:15 am and 7:45 pm, approximately 70% of the spaces were being utilized. Applying those usage figures to the proposed development, the witness testified that in his opinion the proposed number of spaces was more than sufficient for both residents and visitors. Mr. Silbert also testified that the unit leases that will be offered to tenants would be written so that not more than 34 total parking spaces would be required.

7) Jeffrey Beer, AIA, applicant's architect, reviewed his floor plans and elevations. The proposed three-story building will be clad in stone on the first floor and earth-toned siding on floors two and three. Elevator serviced, the building measures 33' 8" to the top of the flat roof, with 30,221 total square feet. According to the witness, planned are eight affordable units and 18 market-rate units. All of the affordable units are located on the first floor. The unit breakdown is shown on Sheet A-000.

8) The Township Planning Consultant advised the Board that the filed plans substantially conformed to the Township's redevelopment plan for the site. The required number of affordable housing units is provided and the architectural plans conform to the Township design criteria and UHAC bedroom requirements. With respect to the proposed monument sign, he was of the opinion that the design is proportionate to the proposed development as well existing free standing signs along the Boulevard.

10) With respect to parking, the Redevelopment Plan provides that the RSIS "shall serve as guideline standards" to which the Board may grant "reasonable exceptions" provided the developer can demonstrate "that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare." Applicant's proposed 34 parking spaces is only two-thirds of the 51 required by RSIS but in the Board's opinion is more than sufficient for tenants and visitors alike. Applicant's testimony regarding actual parking space usage at two similar residential developments is persuasive. Conditioning approval on limiting by lease terms actual permitted parking usage to 34 spaces alleviates any concerns the Board might otherwise have regarding the adequacy of parking.

11) The Board is also persuaded by the testimony and exhibits, and so finds, that the proposed development is in substantial compliance with the Redevelopment Plan dated March 31, 2020. The high quality of the design, the number of affordable units provided and the location of the project near the heart of the downtown area is evidence that the proposed development satisfies the objectives of the redevelopment plan.

12) The following exhibits were marked into evidence:

A-1 Aerial Photo of Site

A-2 Parking Survey dated November 9, 2020

A-3 Sheet AF-1 with Arrows

Based upon its review of the evidence presented, the Board concludes that it is satisfied with the application for Preliminary and Final Major Site Plan approval subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 23rd day of November, 2020, that the application of **40 MOUNTAIN BLVD., LLC**, seeking Preliminary and Final Major Site Plan approval be, and the same hereby is, approved, subject, however, to the following conditions:

1) Applicant shall provide proof of payment of taxes through the fourth quarter of 2020.

2) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.

- 3) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.
- 4) The “typical light fixture” shown on Drawing No. 13/16 shall be replaced by a fixture more in keeping with the colonial style design of the building. The redesign shall be subject to the approval of the Township Planning Consultant and Township Engineer.
- 5) Applicant shall comply with the Fire Marshall’s memorandum dated September 22, 2020. The Fire Marshall will be requested to verify the distance between the closest public hydrant and the rear lot area and revise his memorandum, if necessary.
- 6) Additional landscaping material shall be added to the site plan to soften the appearance of the proposed retaining wall, subject to the approval of the Township Planning Consultant.
- 7) The height, design and construction material used to build the proposed retaining wall shall be subject to the approval of the Township Planning Consultant and Township Engineer.
- 8) No building permits shall be issued until the Redevelopment Agreement has been fully executed.
- 9) Unit leases shall contain parking space restrictions that will effectively limit the total number of parking spaces required by the building’s tenants to not more than 34 spaces.
- 10) Applicant, its successors and assigns, shall maintain all site plan details as set forth in the final approved plans.

11) All of the units in the building shall be subject to 30-year deed restrictions in accordance with Section 7.h. of the Fair Share Housing Corporation Settlement Agreement dated as of October 12, 2018 (the "Settlement Agreement"). The form of Deed Restriction shall be consistent with the COAH forms and shall be reviewed by the Township Attorney prior to recording.

12) A Sewer Reservation Agreement shall be executed between the applicant and the Warren Township Sewerage Authority prior to the issuance of any building permits.

13) All affordable housing units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation governing at the time of the applicable issuance of a construction permit, issuance of the certificate of occupancy or upon re-rent of the affordable housing units, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent (35%) of median income, 13 percent (13%) of affordable units shall be required to be at 30 percent (30%) of median income, and all other applicable law. The Township has, as part of its Housing Element and Fair Share Plan (the "Plan") adopted and/or updated appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by Council on Affordable Housing to ensure that this provision is satisfied. Income limits for all affordable housing units that are part of the Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township

annually within 30 days of the publication of determinations of median income by HUD as follows:

a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the County according to the most recent decennial Census. The resulting product for Somerset County within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 (80%) percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b) 3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

c. The Superior Court, as part of Township's Fairness Hearing, entered an order on October 11, 2018, implementing the regional income limits referenced in this paragraph, the terms of which are reflected in the Township's Affordable Housing Ordinance. A copy of Judge Miller's October 11, 2018 Order is attached to this Resolution as **Exhibit A** and made a part hereof. The Township reserves the right to increase the income limits in accordance with the terms of Judge Miller's Order.

14) Thirteen percent (13%) of all affordable units referenced in the Plan, and the units in the proposed building are to be very low income units, with half of the very low income units being available to families.

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15) The applicant shall provide a narrative for the Township Planning Consultant to review and approve prior to the issuance of any building permits demonstrating the phasing for the construction of affordable housing units compared to the construction of market rate units.

16) A construction phasing schedule shall be reviewed and approved by the Township Engineer and Planning Consultant prior to the issuance of any building permits.

17) The sequencing for the construction of the affordable housing units to market rate units shall be in accordance with NJAC 5:93-5.6d, which Section is consistent with Section 16-6.6 of the General Ordinances of the Township of Warren, as heretofore supplemented and amended.

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18) The applicant shall comply with the Township's adopted Affirmative Marketing Plan as detailed in Resolution No. 2019-122 adopted by the Township Committee of the Township of Warren on May 9, 2019.

19) The applicant shall engage the services of Community Grants. Planning & Housing ("CGPH") as the Affordable Housing Administrative Agent as per Resolution 2019-123, adopted by the Township Committee of the Township of Warren on May 9, 2019.

20) The applicant shall comply with County of Somerset recycling requirements.

~~18~~21) Subtitle 1 of Title 39 of the New Jersey Statutes shall be made applicable to the property.-

~~22~~4) Conditions 1 through 7 inclusive shall be satisfied before plans are signed by Board officers.

Roll Call Vote:

Motion	Second	Board Member	For	Against	Abstain	Absent
		Mayor Marion				
		Committeeman Lazo				
		Mr. Lindner				11/9
		Mr. Argiro				
		Mr. Toth				
		Mr. DiBianca				
		Mr. Pasi				11/9
		Mr. Scuderi-Alt. #1				
		Mr. Esposito-Alt. #2				11/23
		Mr. Gallic				
		Mr. Villani				11/9

1/31/2024

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.

Jerry Toth, Secretary

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING MINUTES
7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
November 9, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

Mayor Marion
Committeeman Lazo
Mr. Toth
Mr. Lindner (excused)
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi (excused)
Mr. Villani (excused)
Mr. Gallic

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

Mr. Gallic reminded all in attendance that there is a limit to the number of people permitted in the room due to emergency Covid procedures.

■ **APPROVAL OF MINUTES:**

October 26, 2020. Mr. Gallic pushed the minutes off to the next meeting.

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **CORRESPONDENCE** None.

■ **CITIZENS HEARING non-agenda items**

Seeing no one come forward and this portion of the meeting was closed.

■ **RESOLUTIONS** none

MEETING MINUTES
November 9, 2020
Page 2

■ **PUBLIC HEARING**

PB 20- 04 Wychwood Way LLC
Block 55 Lot 2.02 Preliminary and Final Major Subdivision

Mr. Donald Whitelaw, attorney for the applicant, came forward and went over the subdivision, a five lot subdivision. Mr. Brett Skapinetz, the applicant's engineer with Dynamic Engineering was sworn in and accepted by the board. Chairman Gallic let the public know they could come up and look at the plans at any times. The engineer placed the plans on an easel.

Mr. Skapinetz went over sheet 4 of the plans submitted, the overall site dated September 2, 2020 with the latest revision date of October 30, 2020. It is 8.3 acres in the R-65 zone. The lots are open with some woods along the rear of the properties. There was an LOI a few years ago and a conservation easement is on the property. There are some additional treed areas. There are some farm buildings and they will be removed. The subdivision proposed is fully conforming, no variances are needed. Minimal lot area is 1.5 acres. Each home on the subdivision shows a footprint of approximately 3200SF. The impervious coverage associated with the lots all meet (are under) the maximum impervious coverage. The impervious coverage proposed in total for all five lots is less than the existing impervious coverage. The structures will be more along the street line than the existing buildings.

There is a ridge in the property and stormwater runs off to the east and then from the left of the page it veers off to the southwest towards the wetlands. They will grade the site to maintain the same drainage patterns so there will be a negative impact on surrounding properties. There is landscaping being proposed on each of the lots.

Mr. Kastrud went over his report. The applicant does comply with the stormwater rules as they have reduced the amount of impervious coverage. Mr. Kastrud did advise that the amount of impervious coverage presented now at the planning board and how it might change later if additions, pools, etc. are proposed. A lot could get over the DEP threshold. Mr. Skapinetz suggested that in the resolution should include the information about possible issue and need for increased stormwater requirements. It was also suggested that this be included in the initial deeds. The houses may not all be the same size and may be less impervious coverage than discussed here.

The conservation easement has a 50 ft buffer associated with it. The buffer should be on the final plans.

Mr. Chadwick spoke about the trail easement that runs along the bottom of the tract and the easement will have to have the trail easement. It is across four of the five lots.

Mr. Gallic asked the board if they had any questions, concerns, or comments for the applicant or the engineer. No one had any.

Mr. Gallic asked the public if they had any questions and reminded all that if they had questions they did not need to be sworn in but if had comments they would be sworn in.

Mr. Philip Nobile came forward and he and his wife own an adjacent lot 2.01. He is concerned about his lot and construction activity, he wants to make sure there is no one driving on it or leaving debris left. He feels the soil erosion fencing is not sufficient. He would like his property line to be clearly delineated in order to check that there is no issue. He also asked for a paneled chain link fence. Mr. Gallic spoke about an orange fence that goes along the limit of disturbance.

Ms. Colleen Mullens came forward from 23 Deerwood Trail which is east of the proposed development. She is concerned of the mature trees and preserving them. These are on the Mullens' property. It was agreed to stay out of the drip line area to preserve them. Ms. Mullen asked if this meant that the large equipment will not be within the drip line area. Ms. Mullen asked if someone would walk with someone along the line between her property and the applicant's property. Mr. Gallic suggested that the township engineer walk the with the resident to go over the area.

Ms. Mullens also asked about the drainage area and the area now gets a lot of run off and it goes into the street with heavy rains. The storm drain over flows and she can't see how the proposal will be a reduction. She does not feel the current drainage is sufficient. On her property is a sewerage pump station and borders the Stroh's property. She is concerned about whether the pump station will be sufficient and it does rely on a generator with more houses on it. The sewer authority will have to approve this themselves and if there are any changes to the subdivision then the applicant would have to come back to the planning board.

Mr. Gallic did bring up that sometimes the calculation of impervious is not always easy to see but includes gravel and pavement and the calculations include all of that and the proposed is less than the current impervious.

The applicant has made an initial request with the sewerage authority and there will be a public meeting on it in the future, although it is not noticed. The application has not been submitted to the sewerage authority but will be. Ms. Vautin, the Planning Board Land Use Coordinator, will let the sewerage authority know that there is a resident who would like to attend the meeting.

The grading plan is on file in the Planning Board file and the resident can come and review it.

Ms. Gail Stroh came forward from 21 Deerwood Trail came forward and asked about the stormwater. There will down spots to the ground, no drywells in the case as the impervious coverage is less than existing. The water flow will be similar as it is today. Ms. Stroh is concerned it will affect surrounding properties. They looked at the lot of concern, lot 3.02. Mr. Bill Stroh from 21 Deerwood Trail came forward also. He was sworn in. He is concerned with a detention basin next to the Stroh property but is not part of the proposed subdivision.

Mr. Gallic said the amount of impervious surface proposed is less than what exists now. The rule is if you have less than what is existing there is no additional stormwater required. If a homeowner goes over what is approved for impervious they would need to do additional stormwater work.

Mr. and Mrs. Stroh would also like to be notified of the Sewerage Authority meeting that Wychwood Way subdivision will be discussed.

Mr. Gallic asked if the board members had anything additional comments. No one did.

There was a discussion on the walking trails and they were a policy for many years, they are filed but can't be used by general public unless there is an ordinance passed by the township committee to open them up. Most of this area is wetlands and NJDEP would not permit a trail to be built.

Mr. Gallic asked if the board had any further comments. Mr. Siegel went over the conditions. There will be a deed provision that if impervious coverage exceeds what is approved tonight the township engineering department will need to review and additional stormwater management may be required. Orange construction fencing will be installed along the property line in the area of disturbance. Movement and storage of soil and construction equipment will be not permitted in the drip line area of the mature trees located on lot 2.01. The township engineer will meet with the applicant and owner of lot 2.01 in order to delineate the drip line. The trail easements will be recorded for each lot, all metes and bounds will be submitted to the township engineer department for review.

Mr. Gallic asked for a motion to approve or deny the application. Mr. Toth made a motion to approve, seconded by Mr. DiBianca

Roll Call

For: Mayor Marion, Committeeman Lazo, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Scuderi, Mr. Esposito, and Mr. Gallic.

Against: None.

PB 20-05 40 Mountain Blvd, LLC

Block 89 Lot 4 Preliminary and Final Site Plan

Mr. Gallic asked that the attorney for the applicant, Lawrence Cutalo and went over the application for preliminary and final site plan for residential apartment building with affordable housing included with a total of 26 market units and 8 affordable. The lot is 1.81 acre site. The lot used to be an auto body shop. The property has delineated wetlands in the rear and is subject to NJDEP permitting requirements.

The owner has the vision to develop it with inclusionary affordable housing. It will benefit the township and assist in the affordable housing plan for the township. It is walkable to the town center area and support local business.

The owner operates several apartment complexes in New Jersey and several in Somerset County. The property is included in the affordable housing settlement and is in a redevelopment plan. He called Mr. John Hansen, the applicant's engineer.

Mr. Hansen gave his credentials and was accepted by the board. Mr. Jeff Beer, the architect for the applicant came forward and both Mr. Hansen and Mr. Beer were sworn in.

Mr. Hansen went over the application, it is block 89 lot 4, 40 Mountain Blvd. next to the municipal complex. He went over sheet 3 of 6, the demolition plan. The wetlands are identified and the LOI is on file. There is concrete on the property now that will be removed. Mr. DiBianca asked about the gas station and any remediation necessary. The site has been remediated, tanks were removed years ago.

Mr. Hansen brought in Exhibit A-1, an aerial photo of the site dated November 9, 2020. They will have public utilities and sewer. They have met with the county on access from Mountain Blvd. There will be 9 x 18 parking stalls. Solid waste and recycling will be in the rear. The building will have some outdoor balconies for each apartment. There will be some buffering with plants and foundation plantings. The site will have LED lighting. Soil Erosion and Sediment will be taken care of and approval will be obtained from Somerset Union conservation District.

They will submit for a transition averaging permit. This is a minor stormwater management development. There is less than a quarter acre of new impervious coverage. The stormwater system will be underground. Mr. Hansen went over the sign. They will need one exception to the RSIS standards. Parking stalls require 51 stalls and they propose 34. The reason is the area is walkable.

Mr. DiBianca asked if they had responded to the Fire Marshall memo. Mr. Hansen thought the Fire Marshall did not have the measurement correctly but will follow up with the Fire Marshall. Mr. DiBianca asked about the possibility of people parking in the apartment parking lot and going to the municipal area and vice versa. Mr. Hansen believes the landscape buffer will deter that, as well as a retaining wall along the property line.

They went over the lights and they will be shoe box lights. There was concern on the design of the lights. The lights will be subject to the approval of the Planner.

There were some questions on the number of parking spots. Mr. DiBianca asked about the parking and if it will be limited per each unit. The applicant said it will be in their lease to limit the number of parking spots and vehicles permitted. There are concerns as to how to police parking and limited parking. The three bedrooms are all affordable units, some of the two bedrooms are affordable. There was a survey on two other similar developments that propose they have more parking spaces than needed. This was brought in as Exhibit A-2, Parking Survey of Whispering Hills apartments and Liberty Village apartments. Those apartments and the car counts at 6:00 a.m. and 7:30 show that the number of cars is well under the number of units at those times.

Mr. Gallic asked for clarification on what is proposed for parking. During the TCC there was discussion of off tract parking considered and it was determined that the Planning Board would only consider the site of the development.

Mr. Hansen went over the parking proposed 34 spots. Mr. Chadwick said that the RSIS in the ordinance is used as a guidance, the redevelopment statutes says the redevelopment ordinance trumps other ordinances.

Mayor Marion disagreed and that RSIS would guide here.

The applicant stated that the table was submitted at the TCC. It was brought in as an Exhibit , A-2 at the meeting.

Mr. Brian Silbert, the applicant, was sworn in. He spoke about Exhibit A-2 and it is to present two properties in the community that are similar to the proposal. It shows that the parking is not fully occupied. The chart had been given to the professionals at the TCC meeting. Mr. Silbert operates many apartment complexes and he feels the use of parking has changed. People are working from home more and less cars are necessary. The last thing Mr. Silbert wants is a complex without adequate parking.

Mr. Gallic asked about 34 parking spots but needed would be 51 per RSIS.

Mayor Marion does not want an issue with parking at the site and there will be visitors. It will be hard to monitor. Mayor Marion asked about a police report. The police had attended the TCC meetings and had concerns which included the off site spots on the township property and the drive into the development proposed.

The applicant agreed to requesting Title 39.

Mr. Argiro asked about the view of the building coming from the west going east and if they would see the whole building. Will any trees/plantings in the front cover the building somewhat. The buildings past this site are commercial buildings but they are not seen so much as they sit a little lower and have landscaping.

Mr. Chadwick said that a lot of the trees are on the township property. There is going to be a retaining wall along the parking lot on the site. It needs some softening. There was further discussion on the landscaping and how to screen the lot coming from the west heading east.

Mr. Jeff Beer, architect, came up and went over the architecture. He felt some ivy that would crawl up the wall may help. Mayor Marion suggested more buffering along Mountain Blvd also. The applicant agrees to work with the township.

There was concern of the landscaping coming onto the township property.

Mr. Beer went over the elevations. The building will be 33 ft 8.5 inches high with a flat roof, the roof structures are parapets and do not count for the height.

The base or first floor has stone which helps to keep the scale down. There are balconies and they provide views for the tenants.

They will add some landscaping to the plans.

Mr. Gallic asked Mr. Kastrud, the township engineer, and he had no further comments as many items were addressed during the TCC meetings.

Mr. Chadwick had a memo dated September 28, 2020 and all of the items have been discussed or addressed, including what the wall is going to be made of. You will see that through the landscaping. It is going to be modular block, and Mr. Chadwick added decorative modular block. The township engineer and planner will review the material for approval.

Mr. Gallic opened the meeting to the public. No one came forward and that portion of the meeting was closed.

Mr. Gallic asked if any board members had questions or comments. Mr. DiBianca is concerned about the comment from the Fire Marshall for a hydrant at the end of the property. There was question on the sprinklers. Mr. Gallic asked that the applicant reach out to the Fire Marshall.

Mr. Argiro was still concerned with parking. If there is a party and there are no spots, where would they park. The bank is on the east. There is no fence proposed. That could cause issues. This could cause a police issue and the township wants to avoid it.

There were no more comments. Mr. Gallic asked for a motion.

Mr. Siegel went over the conditions if approved. Leases shall restrict the overall parking spaces to 34 provided. Title 39 to apply. Landscaping material will be added to soft the appearance of the retaining wall and screen the parking area subject to the redevelopment agreement. The lights fixtures are to be modified so as to be more decorative subject to the township engineer approval and the Mayor. The modular block is subject to the approval of the township engineer. The approval will be conditioned on the adoption of the redevelopment agreement before any building permits are issued and all standard affordable housing conditions will apply. The applicant has agreed to come to an agreement with the Fire Marshall

Mr. Argiro asked about the Chase Pulte application that has been approved earlier in the year. There were issues about the traffic. The board was told their hands were tied and that is due to the affordable housing agreement. He asked if this is part of the agreement also. Mr. Gallic felt if they don't comply to what was agreed to then the applicant has rights that could cause issues.

A motion was made by Mr. Scuderi, seconded by Mr. DiBianca to approve with conditions

Roll Call

For: Mayor Marion, Committee Lazo, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Scuderi, Mr. Esposito, and Mr. Gallic

Against: None.

■ **SCHEDULE OF NEXT MEETING:**

November 23, 2020

■ **ADJOURNMENT**

1/31/2024

Reese, Cathy

From: SIEGEL <vslaw@optimum.net>
Sent: Friday, November 20, 2020 2:58 PM
To: Vautin,
Maryellen;jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;dan@gallic.com;jctoth38@hotmail.com;mjscuderi1@yahoo.com;bargiro@optonline.net;Marion,Mick;george.lazo@marriott.com;david@deltafinancialgroup.com;esplou@ideal-supply.com;Sordillo, Victor J.;oceanvill125@optimum.net
Cc: Lisa Sammartino
Subject: Re: Nov 23 meeting PB 7:30 p.m. 44 Mountain Blvd

I assume I am expected to be there in person? Please confirm. NOTE: 40 Mtn Blvd Reso expected this afternoon or 1st thing Monday. You will have to attached Exhibit A. Please confirm you still have it (Judge's order).

On November 20, 2020 at 2:43 PM "Vautin, Maryellen" <mvautin@warrennj.org> wrote:

I am attaching items for the Nov 23 meeting with this email. I do not yet have the minutes for Nov 9 or the 40 Mountain Blvd resolution but hope to have both before the meeting and will email off then

I know that Mr. Esposito has a conflicting meeting and will not attend.

If anyone else cannot come please let me know. I don't believe Chris Kastrud or John Chadwick are required to come but I leave that for Mr. Gallic.

I will have hard copies of the packets at the meeting.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Friday, November 20, 2020 2:43 PM
To: Vautin,
Maryellen;jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;vslaw@optimum.net;dan@gallic.com;jctoth38@hotmail.com;mjscuder1@yahoo.com;bargiro@optonline.net;Marion,Mick;george.lazo@marriott.com;david@deltafinancialgroup.com;esplou@ideal-supply.com;Sordillo, Victor J.;oceanvill125@optimum.net
Cc: Lisa Sammartino
Subject: Nov 23 meeting PB 7:30 p.m. 44 Mountain Blvd
Attachments: Nov 23 agenda.doc; oct 26 minutes.doc; Warren Construction Co Inc 2020 (1).DOC; Wychwood Way LLC.DOC; PB 20-0 ontract for Klein traffic consulting.docx; PB 20-08A ontract for Beer Architectural consulting.docx

I am attaching items for the Nov 23 meeting with this email. I do not yet have the minutes for Nov 9 or the 40 Mountain Blvd resolution but hope to have both before the meeting and will email off then
I know that Mr. Esposito has a conflicting meeting and will not attend.
If anyone else cannot come please let me know. I don't believe Chris Kastrud or John Chadwick are required to come but I leave that for Mr. Gallic.

I will have hard copies of the packets at the meeting.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING AGENDA**

7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
November 23, 2020

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi
Mr. Villani
Mr. Gallic

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:**

October 26, 2020

November 9, 2020

ROLL CALL

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **CORRESPONDENCE**

■ **CITIZENS HEARING non-agenda items**

■ **RESOLUTIONS**

**WARREN TOWNSHIP
PLANNING BOARD MEETING AGENDA
November 23, 2020
PAGE 2**

PB20-06 Warren Construction Co., Inc.

Block 88, lots 7.01 and 28

Minor Subdivision/Lot line change

Approved October 26, 2020

PB 20-04 Wychwood Way LLC

Block 55 Lot 2.02 Preliminary and Final Major Subdivision

Approved November 9, 2020

PB 20-05 40 Mountain Blvd, LLC

Block 89 Lot 4 Preliminary and Final Site Plan

Approved November 9, 2020

PB20-07A Award of Contract for Professional Services-Klein Traffic Consultants, LLC

PB10-07A Award of Contract for Professional Services-Beer Architectural Group, LLC

■ **SCHEDULE OF NEXT MEETING:**

December 14, 2020 (no application are ready-may cancel) Next meeting will be January 11, 2021 Reorganization Meeting at 7:30 in Susie Boyce Court Room, 44 Mountain Blvd.

■ **ADJOURNMENT**

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING MINUTES**

7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
October 26, 2020

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion (excused)
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi
Mr. Villani (excused)
Mr. Gallic

***Statement by Presiding Officer:** Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:**

June 22, July 13, July 20, July 27 and August 10, 2020

ROLL CALL

Motion was made by Mr. Esposito, seconded by Mr. DiBianca to approve the minutes. All in favor

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **CORRESPONDENCE** The New Jersey Planner July/August 2020

■ **CITIZENS HEARING non-agenda items**

Seeing no one come forward this portion of the meeting was closed.

PLANNING BOARD MEETING MINUTES
October 26, 2020
PAGE 2

■ **RESOLUTIONS**

Chase/Pulte Block 85.01 Lots 1-4

PB19-11 Preliminary and Final Subdivision
PB19-12, Preliminary and Final Subdivision
PB19-13, Preliminary and Final Site Plan

Motion was made by Mr. DiBianca, seconded by Mr. Esposito to adopt the resolution.

Roll Call

For: Committeeman Lazo, Mr. Lindner, Mr. Argiro, Mr. DiBianca, Mr. Pasi, Mr. Scuderi,
Mr. Esposito, Mr. Gallic

Against: None.

PB20-01 DiFrancesco Associates LLC
Block 95/lot 3 –76 Old Stirling Road
Preliminary and Final Major Subdivision 4 lots

Motion was made by Mr. Argiro, seconded by Mr. Lindner to adopt the resolution.

Roll Call

For: Committeeman Lazo, Mr. Lindner, Mr. Argiro, Mr. Pasi, Mr. Scuderi, Mr. Esposito,
and Mr. Gallic

Against: None.

**RESOLUTION PB 20-08A -- CANCEL AND TERMINATION OF PROFESSIONAL
SERVICES CONTRACT – NV 5 TRAFFIC CONSULTANTS**

Board discussion of termination of contract and possibly adopt resolution.
Motion was made by Mr. Lindner, seconded by Mr. Pasi to adopt the resolution
and terminate the contract. All were in favor.

PLANNING BOARD MEETING MINUTES
October 26, 2020
PAGE 3

■ **PUBLIC HEARING**

PB 20-06 Warren Construction Co, Inc.
Block 88 Lot 7.01/28 Minor Subdivision - Lot line adjustment

Mr. Chadwick went over the lot line change/minor subdivision with no variances. It is really a clean up to straighten a line. There was a Peach Tree subdivision a while ago and this line was not straightened with that subdivision. There was no public present and the public portion was closed.

The board looked at the plans had no issue with it.

Mr. Chadwick agreed that this is part of design regulations with lines being perpendicular to the right of way.

Mr. Gallic asked if anyone had concerns and no one did.

A motion was made by Mr. Lindner, seconded by Mr. Pasi.

ROLL CALL

For: Committeeman Lazo, Mr. Lindner, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Pasi, Mr. Scuderi, Mr. Esposito, and Mr. Gallic

COURTESY REVIEW for Warren Township School District
Parking lot improvement at Warren Middle School

Mr. Chadwick reminded the board that the state board of education requires a comment from the planning board for the local board of education. This is a parking lot improvement and repair for the Warren Middle School. The board would direct the board clerk, Ms. Maryellen Vautin, to write a letter with any comments or no comments. There are no comments.

A motion was made to have Ms. Vautin send a letter with no comments.

A motion was made by Mr. Lindner, seconded by Mr. Pasi. All were in favor

ADJOURNMENT

Meeting adjourned at approximately 7:50

■ **SCHEDULE OF NEXT MEETING:**

November 9, 2020

**PLANNING BOARD
TOWNSHIP OF WARREN, NEW JERSEY
RESOLUTION PB 20-06**

WHEREAS, WARREN CONSTRUCTION CO., INC., Owner/Applicant, has applied to the Planning Board of the Township of Warren for Minor Subdivision Approval, Case # PB 20-06 for premises known as Block 88, Lots 7.01 and 28, also known as 6-8 Peach Tree Lane, and

WHEREAS, Eric and Jill Larson, the owners of Lot 28, have consented to the making of the application; and

WHEREAS, the matter was heard and considered at a public hearing held on October 26, 2020, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with *N.J.S.A. 40:55D-10(g) (2)*; and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

1) Applicant seeks Minor Subdivision Approval in accordance with plans consisting of one (1) sheet entitled, "Lot Line Adjustment, Block 88 Lots 7.01 and 28, Tax Map Sheet 108, Warren Township, Somerset County, New Jersey," dated September 23, 2020, unrevised, as prepared by Page-Mueller Engineering Consultants, PC and signed by Kenny L. Kennon, NJ Professional Land Surveyor.

2) The Board considered *inter alia* memoranda from the Township Engineer dated October 7, 2020, from the Township Planning Consultant dated October 12, 2020, from the Township Marshall, dated October 13, 2020, from the Township Health

Department, dated October 13, 2020, and an Environmental Assessment Report, dated September 23, 2020, by Page-Mueller Engineering Consultants, PC

3) This project involves a lot line adjustment to eliminate an atypical lot configuration. Each lot will have the same area as before. The two lots contain a combined area of 0.861 acres. Lot 28 contains an existing home and Lot 7.01 contains a home under construction. No additional improvements are proposed. Lot 28 is zoned R-20(V) and Lot 7.01 is split between the R-20(V) and BR-40 zones. No variances are required.

4) The Township Planning Consultant testified that the proposed re-subdivision of Lots 28 and 7.01 eliminates a zig-zag lot line between the two existing lots, thus bringing the lots into compliance with Chapter XV of the Township's Land Use Procedures and Development ordinance, Design Standards, Section 15-7.2(Q) which provides as follows: "Lot Lines. Wherever possible, lot lines shall be at right angles to straight streets and radial to curved streets. Lots shall be as nearly rectangular as possible, and deep triangular or trapezoidal lots shall be avoided."

Based upon its review of the evidence presented, the Board finds that the removal of the irregular lot lines improves the useable area of both lots, and complies with the Township's design standards for subdivisions. The Board therefore concludes that it is satisfied with the application for Minor Subdivision Approval subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 23rd day of November, 2020, that the application of

WARREN CONSTRUCTION CO., INC., be, and the same hereby is, approved, subject, however, to the following conditions:

- 1) Applicant shall provide proof of payment of taxes through the fourth quarter of 2020.
- 2) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.
- 3) Applicant shall comply with item 3 of the Township Engineer's memorandum of October 7, 2020.
- 4) Either a deed or map in conformity with the Map Filing Law (N.J.S. 46:23-9.9 *et seq.*) shall be filed with the Clerk of Somerset County within the time required by law. In the event the Applicant desires to effectuate this subdivision by deed, the same shall be subject to the review and approval of the Township Engineer and the Township Attorney.
- 5) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.

Jerry Toth, Secretary

**Planning Board
Township of Warren, New Jersey
Resolution PB20-04**

WHEREAS, WYCHWOOD WAY, LLC, Applicant, has applied to the Planning Board of the Township of Warren for Preliminary and Final Major Subdivision Approval, Case # PB 20-04, for premises known as Block 55, Lot 2.02, also known as 24 Wychwood Way, Warren, New Jersey, and

WHEREAS, Wychwood Farms, LLC, the owner of the premises, has consented to the making of the application; and

WHEREAS, the matter was heard and considered at a public hearing held on November 9, 2020, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with *N.J.S.A. 40:55D-10(g) (2)*; and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

- 1) Applicant seeks Preliminary and Final Major Subdivision Approval in accordance with the following:
 - a) Preliminary Major Subdivision plans consisting of eleven (11) sheets entitled, "Preliminary Major Subdivision for Wychwood Way, LLC, Proposed Residential Dwellings, Block 55: Lot 2.02, 24 Wychwood Way, Township of Warren, Somerset County, New Jersey," dated 9/2/2020, unrevised, prepared by Dynamic Engineering Consultants, PC,
 - b) Property survey consisting of one (1) sheet entitled, "Property Survey, 24 Wychwood Way, Block 55, Lot 2.02, Warren Township, Somerset County, New Jersey," dated 2/18/2020, unrevised, prepared by Salvatore Miklowcic, Professional Land Surveyor,
 - c) Drainage analysis in the form of a letter with attachments dated September 2, 2020, prepared by Dynamic Engineering Consultants, PC, signed by Brett Skapinetz, PE,

d) Jurisdictional wetlands determination letter dated March 20, 2020, prepared by Edward A. Kuc, of Eastern States Environmental Associates, Inc.

2) The Board considered *inter alia* memoranda from the Township Engineer dated November 8, 2020, from the Township Planning Consultant dated October 6, 2020, from the Traffic Safety Officer, dated October 13, 2020, from the Township Fire Marshall, dated September 22, 2020, from the Township Health Department, dated September 28, 2020, from the Township Sewerage Authority, dated September 22, 2020, and a letter from the Somerset County Planning Board, dated September 28, 2020.

3) Brett W. Skapinetz, PE of Dynamic Engineering testified on behalf of applicant that the property, located in the R-65 Zone, encompasses 8.3 acres currently being used as farmland, with some woods and wetlands at its southerly border. Existing improvements will be removed and the proposed five lots will be developed with two-story single family 3-car garage homes having footprints of approximately 3,219 sq. ft. The lots themselves will range in size from 1.56 acres to 1.89 acres. Utilities are public and available in Wychwood Way. Impervious coverage will be smaller than at present, thus meeting township requirements. There will be no change in drainage patterns. No variances are required. There will be a minimal impact on street traffic and existing easements will not be disturbed.

4) The Township Engineer discussed impervious coverage limitations as they relate to township stormwater management requirements. Sheet 5 of the plans shows a zoning table which presents existing and proposed impervious coverages. Each lot is developed with a single-family dwelling, driveway and walkways. Each lot has approximately 6,400 sq. ft. of impervious coverage. The existing impervious coverage is

37,474 sq. ft. of coverage. This balances out to approximately 5,000 sq. ft. reduction in impervious coverage. The drainage report states that the proposed impervious coverage will be less than the existing and therefore complies with the Major Stormwater Development requirements. A deed restriction or deed notification of impervious coverage limits for each of the building lots will be required.

5) Several neighbors appeared before the Board to express their concerns respecting stormwater runoff and the impact of the development on adjacent properties.

Based upon its review of the evidence presented, the Board concludes that it is satisfied with the application for Preliminary and Final Major Subdivision Approval subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 23rd day of November, 2020, that the application of **WYCHWOOD WAY, LLC**, be, and the same hereby is, approved, subject, however, to the following conditions:

1) Applicant shall provide proof of payment of taxes through the fourth quarter of 2020.

2) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.

3) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.

4) The Final Subdivision Plat and all deeds for individual lots shall contain a note or provision, as the case may be, that if impervious coverage exceeds 6,400 sq. ft., per lot, additional review will be required by the Township Engineer pursuant to Section 15-10B Stormwater Management of the Revised General Ordinances of the Township of Warren.

5) Descriptions of the existing walking trail easements and conservation easement shall be included in all deeds for individual lots, as applicable.

6) Four foot construction fencing (orange) shall be installed between existing Lot 2.01 and proposed Lot 2.02 along the area of disturbance as shown on Sheet 9.

7) Owner/applicant shall insure that construction equipment and movement and storage of soil or construction materials shall avoid the drip area of trees located on Lot 3.01. The Township Engineer shall meet with the owner of Lot 3.01 and the owner/applicant's representations to delineate the drip area, which owner/applicant shall mark with four foot construction fencing (orange).

8) Conditions 1, 2, and 5 shall be satisfied before plans are signed by Board officers.

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.

1/31/2024

Jerry Toth, Secretary

WARREN TOWNSHIP PLANNING BOARD

RESOLUTION PB 20-06A

**AWARD OF PROFESSIONAL SERVICES CONTRACT – KLEIN TRAFFIC
CONSULTING, LLC**

WHEREAS, the Warren Township Planning Board (the “Board”) has the need for a Professional Traffic Consultant in connection with certain applications for development included in the Township’s Affordable Housing Plan; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., specifically N.J.S.A. 40A:11-5, permits the award of professional services without public advertisement as defined in N.J.S.A. 19:44A-20.7 or competitive bidding, pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Board received a proposal from Klein Traffic Consulting, LLC. to provide professional traffic consulting services on behalf of the Board; and

WHEREAS, the Board believes that it is in the best interests of the Township to enter into a Contract for Professional Services (“Contract”) with Klein Consulting, LLC. to provide professional traffic consulting services in accordance with the terms of that Contract.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren, County of Somerset and State of New Jersey as follows:

1. The Board Chairman and Secretary are hereby authorized to enter into a Professional Services Contract, a copy of which is annexed hereto, with Klein consulting, LLC. to perform the professional consulting services.

2. This Contract is awarded without competitive bidding as a “professional service” under the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5, which permits such work to be performed without advertising for bids.

3. The Business Disclosure Entity Certification shall be placed on file with this Resolution.

4. The Chief Financial Officer shall certify that funds to pay for this Professional Services Contract, at a maximum dollar amount of \$30,000, are available from the appropriate escrow account. A Certification of Available Funds shall be provided by the Chief Financial Officer, and is attached hereto and made a part hereof.

5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of the adoption of this Resolution.

1/31/2024

Roll Call

Motion	Second	Board Member	For	Against	Abstain	Absent
		Mayor Marion				
		Committeeman Lazo				
		Mr. Lindner				
		Mr. Argiro				
		Mr. Toth				
		Mr. DiBianca				
		Mr. Pasi				
		Mr. Scuderi- Alt. #1				
		Mr. Esposito-Alt. #2				
		Mr. Gallic				
		Mr. Villani				

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.

Jerry Toth, Secretary

WARREN TOWNSHIP PLANNING BOARD

RESOLUTION PB 20-07A

AWARD OF PROFESSIONAL SERVICES CONTRACT – BEER ARCHITECTURAL GROUP, LLC

WHEREAS, the Warren Township Planning Board (the “Board”) has the need for a Professional Architect Consultant in connection with certain applications for development included in the Township’s Affordable Housing Plan; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., specifically N.J.S.A. 40A:11-5, permits the award of professional services without public advertisement as defined in N.J.S.A. 19:44A-20.7 or competitive bidding, pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Board received a proposal from Beer Architectural Group, LLC. to provide professional architectural consulting services on behalf of the Board; and

WHEREAS, the Board believes that it is in the best interests of the Township to enter into a Contract for Professional Services (“Contract”) with Beer Architectural Group, LLC. to provide professional architectural consulting services in accordance with the terms of that Contract.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren, County of Somerset and State of New Jersey as follows:

1. The Board Chairman and Secretary are hereby authorized to enter into a Professional Services Contract, a copy of which is annexed hereto, with Beer Architectural Group, LLC. to perform the professional consulting services.
2. This Contract is awarded without competitive bidding as a “professional service” under the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5, which permits such work to be performed without advertising for bids.
3. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
4. The Chief Financial Officer shall certify that funds to pay for this Professional Services Contract, at a maximum dollar amount of \$30,000, are available from the appropriate escrow account. A Certification of Available Funds shall be provided by the Chief Financial Officer, and is attached hereto and made a part hereof.
5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of the adoption of this Resolution.

1/31/2024

Roll Call

Motion	Second	Board Member	For	Against	Abstain	Absent
		Mayor Marion				
		Committeeman Lazo				
		Mr. Lindner				
		Mr. Argiro				
		Mr. Toth				
		Mr. DiBianca				
		Mr. Pasi				
		Mr. Scuderi- Alt. #1				
		Mr. Esposito-Alt. #2				
		Mr. Gallic				
		Mr. Villani				

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on November 23rd, 2020.

Jerry Toth, Secretary

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Tuesday, November 17, 2020 2:03 PM
To: bargiro@optonline.net; ckastrud@kastrudengineering.com; dan@gallic.com; david@deltafinancialgroup.com; gpdviper@aol.com; george.lazo@marriott.com; jcto38@hotmail.com; jtcivplan@comcast.net; jlindner@unionstone.net; mjscuderi1@yahoo.com; saldi@optonline.net; esplou@ideal-supply.com; Marion, Mick; oceanvill125@optimum.net; Vautin, Maryellen; vslaw@optimum.net
Cc: Lisa Sammartino
Subject: November 23, 2020 meeting
Attachments: Nov 23 rough agenda.doc

Hello Board members,

I am attaching an agenda for the November 23, 2020 meeting. We are unsure if 40 Mountain Blvd and Wychwood Way will be ready to adopt (resolutions) but we do have the other two and I will have the minutes done also from Nov 9.

Please let me know if you are unable to attend as I will still be keeping spacing as close to six feet as possible apart.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING AGENDA
7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
November 23, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion	Mr. Scuderi
Committeeman Lazo	Mr. Esposito
Mr. Toth	Mr. Pasi
Mr. Lindner	Mr. Villani
Mr. DiBianca	Mr. Gallic
Mr. Argiro	

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:**

November 9, 2020

ROLL CALL

Reports:
Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

- **CORRESPONDENCE**
- **CITIZENS HEARING non-agenda items**
- **RESOLUTIONS**

1/31/2024

**WARREN TOWNSHIP
PLANNING BOARD MEETING AGENDA
November 23, 2020
PAGE 2**

PB20-06 Warren Construction Co., Inc.

Block 88, lots 7.01 and 28
Minor Subdivision/Lot line change
Approved October 26, 2020

PB 20-04 Wychwood Way LLC

Block 55 Lot 2.02 Preliminary and Final Major Subdivision
Approved November 9, 2020

PB 20-05 40 Mountain Blvd, LLC

Block 89 Lot 4 Preliminary and Final Site Plan
Approved November 9, 2020

PB20-07A Award of Contract for Professional Services-Klein Traffic Consultants, LLC

■ **SCHEDULE OF NEXT MEETING:**

December 14, 2020 (no application are ready-may cancel) Next meeting will be January 11, 2021 Reorganization Meeting at 7:30 in Susie Boyce Court Room, 44 Mountain Blvd.

■ **ADJOURNMENT**

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Monday, November 2, 2020 12:33 PM
To: bargiro@optonline.net;ckastrud@kastrudengineering.com;dan@gallic.com;david@deltafinancialgroup.com;gpdviper@aol.com;george.lazo@marriott.com;jctoth38@hotmail.com;jtcivplan@comcast.net;jlindner@unionstone.net;mjscuderi1@yahoo.com;saldi@optonline.net;esplou@ideal-supply.com;Marion, Mick;oceanvill125@optimum.net;Vautin, Maryellen;vslaw@optimum.net;Jolanta Maziarz
Cc: Lisa Sammartino
Subject: Planning Board meeting Novemer 9 7:30 p.m.
Attachments: Nov 9 draft agenda.doc

Hello we will be having a meeting Novemer 9, 2020 at 7:30 p.m. in our usual meeting place, Susie Boyce court room in person. Dan, should I add the contract review for Mr. Klein in the agenda also?

We will get packets together and delivered tomorrow (most likely). Please let me know if you are unable to attend. I will again separate people out with some in front of dais and some behind, etc.

thank you

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING AGENDA
7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
November 9, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi
Mr. Villani
Mr. Gallic

***Statement by Presiding Officer:** Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:**

October 26, 2020
ROLL CALL

Reports:
Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

- **CORRESPONDENCE** The
- **CITIZENS HEARING** non-agenda items
- **RESOLUTIONS** none

1/31/2024

**WARREN TOWNSHIP
PLANNING BOARD MEETING AGENDA
November 9, 2020
PAGE 2**

■ **PUBLIC HEARING**

PB 20- 04 Wychwood Way LLC
Block 55 Lot 2.02 Preliminary and Final Major Subdivision

PB 20-05 40 Mountain Blvd, LLC
Block 89 Lot 4 Preliminary and Final Site Plan

■ **SCHEDULE OF NEXT MEETING:**

December 14, 2020

■ **ADJOURNMENT**

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Monday, October 26, 2020 12:58 PM
To: Vautin,
Maryellen;jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;vslaw@optimum.net;dan@gallic.com;jctoth38@hotmail.com;mjscuderi1@yahoo.com;bargiro@optonline.net;Marion,Mick;george.lazo@marriott.com;david@deltafinancialgroup.com;esplou@ideal-supply.com;Sordillo, Victor J.;oceanvill125@optimum.net
Cc: Lisa Sammartino
Subject: PB meeting this evening
Attachments: final july 20, 2020 PB meeting.docx; oct 26 draft agenda.doc

Hello Board Members

We have a meeting this evening and I would like to add another set of minute from July 20 2020. I don't see it on any other agenda and it was a special meeting with Chase application. I have attached here. We would now have minutes from June 22, July 20, July 27 and August 10, 2020. I have a hard copy of each that I will bring to the meeting. I have sent them out to all previously.

If anyone is unable to attend this evening, please let me know I added the July 20 minutes to the agenda also.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

**WARREN TOWNSHIP PLANNING BOARD
SPECIAL MEETING MINUTES**

**7:00 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
July 20, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion (excused)
Committeeman Lazo (excused)
Mr. Toth (excused)
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Scuderi (arrived at 7:10)
Mr. Esposito (excused)
Mr. Pasi
Mr. Villani
Mr. Gallic

Statement by Presiding Officer: Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m. This special meeting was published in the Star Ledger on July 16.

■ **APPROVAL OF MINUTES:**

June 22, 2020 The chairman asked that the minutes go out to the next meeting.

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

No reports.

■ **CORRESPONDENCE**

■ **CITIZENS HEARING non-agenda items**

Mr. Gallic called the portion of the meeting open and seeing no one come forward closed the citizens hearing for non-agenda items.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 2**

■ **ORDINANCE REVIEW FOR CONSISTENCY WITH MASTER PLAN**

Ordinance 20-20

Amending the revised general ordinances of the Township of Warren, Chapter XVI entitled "Zoning" by amending section 16-2 entitled "Establishment of Districts" and subsection 16-3 entitled "Official Zoning Map" and by the amending section 16-22D entitled "AH-7 Affordable Housing Overlay District".

Mr. John Chadwick, the Township Planner and Zoning Official, told the board the ordinance concerns the property at 40 Mountain Blvd, a former auto repair shop. They had deemed it in Need of Redevelopment in March 2020.

Mr. Lindner made a motion that the ordinance is not inconsistent with the Master Plan, Mr. DiBianca seconded.

Roll Call

For: Mr. Lindner, Mr. Argiro, Mr. DiBianca, Mr. Pasi, and Mr. Gallic
Against: None.

■ **PUBLIC HEARING**

Chase/Pulte Block 85.01 Lots 1-4 (Continued from June 8, June 22, and July 13)

PB19-11 Preliminary and Final Subdivision
PB19-12, Preliminary and Final Subdivision
PB19-13, Preliminary and Final Site Plan

Application documents and plans were posted on the Planning Board webpage at the following web address: <https://warrennj.org/planning-board/> at warrennj.org.

Mr. Keith Davis, attorney for the applicant, came forward and said that the applicant's professionals were all back for this meeting. He suggested to bring up the two architects first.

They continued with the application for a subdivision and site plan approval for 220 multi-family residential apartments, with 67 of which will be deed restricted as low-moderate income units. And 115 residential townhomes, 8 of which will be low-moderate income units.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 3**

The apartment building will be constructed by Chase Warren Partners and the townhomes by Pulte Homes of New Jersey. The hearing started on June 8, 2020 and it continued to June 22, and July 13 and again to July 20, 2020.

Keith Davis also stated the town did a special notice for this meeting. There are no variances or waivers with respect to the application. Mr. Jack Tycher and Mr. Mullen were present on behalf of the co-applicant's. Mr. Ron Kennedy from Gladstone, their engineer, was also present. Corey Chase, the applicant's traffic consultant, Jerry Simon, the architect on the apartment buildings, Alex Ovejas, the architect for the townhomes were also all present.

There was testimony from the township professionals at earlier meetings and there would be testimony to address comments, and questions. The exhibits have been on line and were also present at the meeting.

Mr. Jerry Simon, architect, came forward and was still under oath. Mr. Simon was asked if he had spoken with Mr. Jeffrey Beer, the architect for the planning board, and they did have correspondence. There were some revisions to the apartment buildings from the suggestions made by Mr. Beer. There are some roof line revisions, and a different color palate, with more earth tones. Exhibit A-20 (dated July 9, 2020) was brought in, and it was sheet A-201 and the elevations are revised with additional roof elements, gables and dormers.

Exhibit A-21 is a revised perspective was also brought in, looking east on King George Road. Additional roofs and dormers are added along the avenue. Exhibit A-22, a perspective on King George Road looking west depicting the vertical breakdown of the building. Mr. Beer stated that they had gone back and forth a few times and feels it is a great job providing the requests.

Mr. Lindner asked about the foundations, bases of the buildings. Mr. Simon said they are brick all the way down. The back is Masonite like a hardy board.

There was further discussion on the buildings and break up with the garage in the center.

The board had no more comments and Mr. Gallic opened to the public. No one came forward and that portion of the meeting was closed. Mr. Chadwick brought up that the color palette would be agreed upon with Mr. Jeff Beer's consultation.

Mr. Davis brought Mr. Ovejas up, the architect for the townhouses. He was still under oath. Mr. Ovejas had additional renderings of the townhouses. Exhibit A-23 that was brought in, Townhome Revision to High Visibility, dated July 10, 2020.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 4**

It was the Ironwood model with some modifications as suggested. Four of these models will face Mountain Avenue.

Mr. Lindner asked about the facades on Mountain Avenue. There are four three story townhomes along Mountain Avenue.

Exhibit A-24 was brought in, Townhome Revision Side Elevation of the Ashton model, dated July 10, 2020. Two of these will be along Mountain Avenue with portions of the second and third floor offset 12 inches to break the mass and an added a gable roof.

Mr. Beer felt the architect had done a good job. He asked about the Ashton. He suggested a water table of stone for the two end units facing Mountain. Mr. Beer also mentioned the Ironwood , Exhibit A-23. He asked about the window boxes and adding one. Exhibit A-25, was brought in and this had not been uploaded to the website previously. It was Townhouse revision to High Visibility side Elevations of Ironwood with additional shadow box windows, dated July 10, 2020.

Mr. Pasi asked about the colors of the townhomes and if they would complement the apartment buildings. There is a large separation from the apartment buildings. Mr. Ovejas said there is normally three or four different color palettes. There was further discussion on the townhome color and trim. On Ashlin they could add the shutters.

Mr. Gallic asked if anyone from the public had comments for the architects. No one came forward.

Mr. Davis asked about the additions to the apartment buildings and the height. Mr. Davis asked Mr. Simon about a height variance. Mr. Chadwick stated that architectural details/parapets used for screening along the roof line do not trigger a height variance.

Mr. Lindner asked about the color palette for the townhouses. Mr. Beer will review the palettes.

Mr. Corey Chase came forward for the applicant. Mr. Davis brought up the occupancy level of the Warren Corporate Center.

Mr. Davis asked about the requirements for traffic studies. They are required to evaluate the existing, prevailing conditions when the counts are taken. They heard the board's concerns about the occupancy of the complex across from the development proposed. It had 300,000 SF of office space occupied at the time

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 5**

the counts were done. The overall development is approximately 800,000SF in size. They adjusted the volumes to account for full occupancy of the corporate center and re-analyze the intersections and prepared a revised Traffic Impact Study, last revised June 30, 2020. It was submitted to Mr. Fishinger, the township traffic consultant. There was still no degradations in overall level of service at the adjacent study intersections as a result of the development. The signalized intersection that will form the fourth leg of the intersection is going to be at acceptable level of C or better during both peak conditions. They did this revision as a courtesy. The intersection of the corporate center driveway and King George Road was designed to accommodate the full occupancy of the center, so the results were as expected.

Mr. Davis brought up the memo from the Warren Township Police Department, dated June 2, 2020. There were no issues in the memo.

Mr. Lindner questioned the rise in occupancy and the report with minimal change. The overall level of service will be C or better Mr. Chase said during each of the peak conditions. The driveway exit from the corporate center is the worst level of service on the approach and will be a level of service D during the peak hours. There were further questions on what is acceptable.

Mr. Fishinger asked about the timing in signal timing. Mr. Chase said they made a one second adjustment in the traffic signal timing.

Mr. Lindner brought up the letter from Mr. Fishinger dated July 7, 2020. They read parts of the letter. It was requests from Mr. Fishinger to the county. The applicant did not receive the letter and was given the letter.

Mountain Avenue and King George do not have failure levels. Mountain View (south of the site) and King George do have an increase but it is not a significant increase.

There was a five-minute break for the applicant to review the NV5/Mr. Fishinger report.

Mr. Davis came back and Mr. Chase said these items in the NV5 memo dated July 7, addressed questions that the board had. The questions were passed on to the county and the responses in the NV5 letter are the county responses.

Mr. DiBianca asked for clarification on what studies are done. The intersection adjacent to the site were studied. The results were positive, the level of service will be D or better Mr. Chase said with no degradations in level of service during both peak hours.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 6**

There was further discussion on what is acceptable and D was acceptable.

The number of cars coming out of the townhouse development would be 27 cars in the weekday morning peak hours and 20 cars in the weekday evenings peak hours.

The development units coming out onto King George Road includes 36 townhouses and 220 apartments. The planning board had some concerns with the number of cars presented by the traffic consultant.

Mr. Corey said in the morning for the above mentioned units onto King George there are 124 exiting the site and in the evening (maximum single hour) 34 vehicles going south, and 74 vehicles going north (morning).

Mr. Gallic asked about the back up at the light or the egress and if there is any queuing. Would it back up traffic within the site? There is approximate 300 ft of storage.

Mr. Lindner is concerned with a fully occupied Warren Corporate Center and this proposal, and Dewy Meadows project to the north of Rt. 78 in Basking Ridge, and Toll Brothers south of the site.

Mr. Gallic mentioned that it will increase the problem that already exists in Warren and the county is not very responsive to the issues. Can something be done to correct timing at the county level. Mr. Chadwick suggest that the applicant help work with the county on the timing. There had been discussion with the county on real time signalization but nothing has happened.

Mr. Fishinger stated that all the signals on the corridor already have GPS clocks. During the time of construction with phases the owners of the property will have to re-time the signals. He thought that they could add the signal at Crown Drive to the timing because there are already GPS controllers. The time signals are taken from the GPS so the clock time does not drift, they re-sync. Mr. Corey said they were willing to work with the County and Warren Township to see if they could improve the operations into that intersection.

Mr. Gallic opened to the public for any questions on traffic. Ms. Jessica Buitrago at 269 King George Road came forward and was sworn in by Mr. Siegel. Ms. Buitrago asked the board about the numbers used by the applicant's traffic

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 7**

consultant and she did not agree with them; that is her opinion. She asked if there was any recourse if the formula presented did not work. Mr. Siegel said they do have to make a decision on the testimony presented. The board agreed that it will be worse than presented.

Ms. Buitrago spoke about the bus stop by her home and she sees cars go by the bus when they should stop, they fly right by almost every day. Children aren't crossing over now, but there must be a traffic concern with increasing cars.

Mr. Gallic asked if the school bus stops and children were taken into the counts. There will be a school bus stop within the property and it should be on the plans. There was further discussion on location of bus stop or stops.

Ms. Buitrago asked Mr. Chase about the two roads between Mountain and Crown on the opposite side of the road. They don't have lights. Were those roads, Deerfield and Blackthorn taken into account. The study did not go beyond the Mountain Avenue intersection and were not required. Ms. Buitrago said it is already difficult to make a left hand turn out of those roads, cars are flying up and down. The proposal will impact those streets and her family.

Mr. Gallic asked if there were any other members of the public with input. Mr. Malcolm Plager from 63 Ferguson came forward and said he had worked in the Warren Center (Lucent) and it used to take twenty minutes to get of there. He brought up the apartments being built at Dewy Meadows (Basking Ridge) with affordables included. There will also be apartments being building at Mountain Avenue. He also mentioned the townhouses south of this proposed property. He said they should consider the whole section of this part of town. He said the town wants to keep the semi-rural nature of the town. He saw the apartments at Bound Brook at the circle and suggested going to look at those for an idea of what will be.

Mr. Gallic asked if there was anyone else from the public and no one came forward.

Mr. Gallic asked about the traffic testimony. This will go from a B level to a C and a D level on some of these. Partially because of the development and partially the corporate center. Mr. Chase said there is no changes in level of service on the east and west bound ramps and the intersection at Mountain Avenue have no degradations, no changes in levels of service as a result of this project.

Mr. Chase said the Warren Corporate Center driveway and King George Road intersection where there are some minor changes in levels of service and is due to the fourth leg addition. The level is D.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 8**

Mr. Gallic said the intersection of Mountainview and Mount Bethel backs up into this intersection. This will make this worse. The traffic from other developments will be a real problem, an increased problem. The township residents will experience this problem. Somehow if the county can listen and adjust the lights and free up the corridor and get it to a C or better.

Mr. Davis said the evidence on the traffic has been done by Mr. Chase--but they have heard the board and residents about experiences they have had. Mr. Fishinger has not taken up any issue with the information provided. The law is clear and we have done what was asked by looking at the Warren Corporate Center, they were not obligated to that. They assumed full occupancy. Mr. Davis brought up Lionel Trains and Dunkin Donut cases, this is a permitted use, allowed by the township. Those existing traffic concerns can not be visited upon this applicant. The board's focus has to be on the impact from this development. The evidence is from Mr. Chase that all of the intersections impacted by this development are level of service D or better, which is passing and that is determined by NJDOT, they determine what the passing grade is for an intersection. Mr. Davis said they have agreed as a condition of any approval to work with Mr. Fishinger, and others to go to the county and meet with them and make any adjustments that can be made to make this situation as best as they can. The applicant is not obligated to fix all the traffic in Warren Township.

Mr. Gallic points out there is more evidence than just the traffic study with testimony heard and personal experience of the board.

Mr. Siegel mentioned that this meeting with the county will be a condition Mr. Davis stated that they will have the discussion to try to improve.

Mr. DiBianca also stated the problem already exists but how much worse will it get. This project will make it worse, the question is how much. Mr. DiBianca lives on Crown Drive and the light is already bad. It can take a half hour coming up the hill.

Mr. Lindner also voiced concern with the data and back-ups. He asked what this level D is exactly. Mr. Fishinger said the highest level of D is 46 second D at the proposed site. (The lowest level is 35.1 to highest level D is 54). There is a level D (55 to 80 second range of delay) and the the F. Failure at a signal is 80 seconds of delay.

There was discussion as to whether the township consultant should study the corridor. Mr. Fishinger said the intersection at Crown Drive causes most of the by

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 9**

backup. It is an offset intersection and needs time for clearance for safety. The signals at Crown Drive and Mountainview are actually one signal (controlled one computer). There is no room to widen lanes. He suggests to get the timing better. Adding more time for King George Road takes some time away from Crown Drive. When Mr. Fishinger was with the county there was going to be an adaptive system on this corridor. Apparently, they did not go through with this.

Mr. DiBianca said the lights are not in sync at Crown and Mountainview.

The board had no more questions. Mr. Gallic said the township had a landscape architect and wanted to have testimony from him. Mr. Davis objected and said he only heard about this on Saturday before this meeting. They are two meetings into the hearing, had a series of discussions to get the plan as close to what the town suggested. There was no time that a landscape architect was involved. Mr. Davis has not seen a professional brought into an application process particularly without giving a report.

Mr. Gallic said that during the course of any case the board may or may not choose to get additional testimony.

Mr. Jim Mazzucco came forward, as landscape architect for the township. Mr. Siegel swore him in. He gave his credentials, he graduated University of Georgia, and is a landscape architect licensed in the state of New Jersey, and has testified in front of numerous boards. He is landscape architect for Clinton and Frenchtown Borough. He was accepted.

Mr. Mazzucco started with the Gladstone plans. He noticed on the general notes on Page 28—the applicant reserve the right to make substitutions. He suggested that the township professional have the final determination on what substitutions are made.

Mr. Mazzucco said there is a list of plants to be installed but they are not specified in the location or quantity. He would like more information to know spacing and appropriateness of the location and type. They did have a Chinese Elm and he felt there could be more native trees like a hack berry. The plan also suggested Magnolia Solengina, typically they suggest a late blooming Solengina. He also mentioned evergreen trees planted in a swale area west of Road G. Typically they like to keep evergreen trees out of any wet areas like swales.

Mr. Mazzucco asked about plantings along Mountain Avenue and if it is an accurate depiction of what is proposed. Mr. Ron Kennedy, the applicant's engineer, who was still under oath, showed Exhibit A-18, Mountain Avenue

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 10**

Perspective, colored rendering. Mr. Mazzucco had a rendering from June 15, 2020. There was discussion about the trees planted and a berm. There is a row of three different evergreens about twelve foot on center and then behind that there is staggered ornamental trees between the evergreens and the buildings. He feels it is adequate and that the rendering did not show that well. Mr. Kennedy put up Exhibit A-26 dated June 15, 2020 and it had not been discussed earlier. There is an average of a sixteen foot berm between the two driveways. There is a decent healthy landscape plan to screen by the road and have flowering trees closer to the buildings for the residents. The exhibit shows more detail to the buildings. The landscape plans were submitted and the original date was October 18, 2019 with latest update of April 24, 2020.

Mr. Mazzucco talked about the multi-family landscape plan. He thought some of the species suggested might not be deer resistant. There were a couple of species considered invasive and would like to see those substituted. He would like to see the lighting fixtures added to the plan to confirm there is no conflict between some of the shade trees and the lighting fixtures.

Boxwood is on the plan and there is some issues with fungus and suggests a substitute. Mr. Mazzucco would like to look at the landscape along King George further. Mr. Gallic asked if there were any questions from the board. Mr. Kennedy said the shade trees along King George Road are a little larger, 3.5 to 4 inches. They are oaks and ashes. You can't plant too large up front.

Mr. Gallic asked if the public had any comments. Ms. Jessica Buitrago from 269 King George came forward. She agreed that the Boxwoods are having difficulties and Douglas Fir also.

Mr. Mazzucco asked Mr. Kennedy about the north side between the units and the basin and if it would be screened. It will be softened up.

Mr. Lindner asked about the hiking trails and how they would be maintained. Constructing is not permitted but minor vegetation can be cleared. There is a trail exhibit and much of it is cleared. It follows a foot trail and has multiple connection points.

Mr. Chadwick asked about when the landscape will be installed. Mr. Kennedy said that the perimeter would be landscaped as soon as those areas are stabilized.

Mr. Siegel asked about the checklist with 15 waivers. Mr. Gallic stated they may have some more testimony due to Mr. Mazzucco further review. Mr. Davis asked for a report on that before the next meeting.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 11**

Mr. Gallic called for a two minute break. The meeting was called back to order and Mr. Gallic started with Mr. Chadwick's memo from June 2, 2020. Mr. Chadwick mentioned the agreement for affordable housing. The testimony addressed Mr. Chadwick's memo. There were no questions on Mr. Chadwick's memo.

Mr. Gallic brought up a comment from the Warren Environmental Commission from a memo dated February 12, 2020. The recommended that the affordable housing building have higher insulation for quality of life issues. They had concerns with the waiver of proof of submission to NJDEP. They had suggested at the TCC meeting on December 4, 2019 that there be electric charging stations throughout the development. (There will be some in the parking structure).

Mr. Chadwick asked about boxes, meters, hot boxes and if there would be any around the building. Mr. Kennedy spoke about them and the change in requirements if a multi-family has sprinkler systems it has to have the box so many feet away from their main. The hot box is needed to be above ground in vaults and are the size of two cars. The developer feels that they won't be required. The worst case is the box might not be visible because the building is sunk in a bit.

Mr. Gallic asked if the board had any questions. There were none. Mr. Gallic spoke about the June 15, 2020 Health memo. The applicant did not have it and it was given to them.

Mr. Gallic asked about the Fire Marshall Memo of May 26, 2020 and emails concerning the garage. Mr. Kennedy said they had been working on the fire hydrants and fire department connections that they are going to work on.

Mr. Kennedy said that the request that the deck be sprinklered will not happen. The code doesn't require it. Mr. Gallic said that the fire department could come to the next meeting and address any issues.

There was a discussion on old tanks on the property. An oil tank was removed on the east side and there were no issues said Mr. Kennedy. There was a gasoline tank as well that was removed. There was some contamination in the ground, soil samples were taken. Monitoring wells were put in and some soil has been removed already. That is now to be observed, the monitoring wells are there for some time. An LSRP is responsible for monitoring those. NJDEP has a file for it. The monitoring wells are between the building.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
July 20, 2020
PAGE 12**

Mr. Gallic said the engineering memo should be discussed at the next meeting. Mr. Gallic asked about the backyards of the townhouses on the east side go right up to the wetlands, but decks are shown right off the wetlands transition area. Mr. Kennedy said they were five foot off of the area at the tightest areas. Also, the largest footprint is shown on the plans (all options taken, which may not be the case). Mr. Gallic does believe that there will be disturbance in the wetlands. Mr. Kennedy said it is already disturbed areas where the wetlands are closest. There are lawn areas now in the transition areas. Mr. Chadwick said it is already grass. Mr. Gallic asked if there were any other questions for Mr. Kennedy.

They will go over the Warren Township engineering memo at the next meeting.

Mr. Gallic asked if any members of the public had questions or comments. No one came forward.

Mr. Chadwick said there will not be any revisions to plans between now and the next meeting. There will be some changes to the landscape, and some shutters, stone on the buildings.

Mr. Siegel said that the checklist waivers that were submitted with the application on November 1, 2020 stamp dated. The board will need to approve or disapprove those waivers.

Mr. Davis clarified that the application will be adjourned to July 27, 2020 at 7:30. No further notice is required. Ms. Vautin stated that they noticed for a 7:00 p.m. start time and that T-Mobile was on the agenda also. Mr. Galli said Chase Pulte would be first on the agenda.

Motion to adjourn was made by Mr. DiBianca, seconded by Mr. Lindner. All in favor. Meeting adjourned at approximately 9:30.

■ **SCHEDULE OF NEXT MEETING:**

July 27, 2020

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING AGENDA**

7:30 p.m. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
October 26, 2020

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Scuderi
Mr. Esposito
Mr. Pasi
Mr. Villani
Mr. Gallic

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:**

June 22, July 13, July 20, July 27 and August 10, 2020

ROLL CALL

Reports:
Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **CORRESPONDENCE** The New Jersey Planner July/August 2020

■ **CITIZENS HEARING** non-agenda items

**WARREN TOWNSHIP
PLANNING BOARD MEETING AGENDA
October 26, 2020
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■ **RESOLUTIONS**

Chase/Pulte Block 85.01 Lots 1-4

PB19-11 Preliminary and Final Subdivision
PB19-12, Preliminary and Final Subdivision
PB19-13, Preliminary and Final Site Plan

PB20-01 DiFrancesco Associates LLC
Block 95/lot 3 –76 Old Stirling Road
Preliminary and Final Major Subdivision 4 lots

Board discussion of termination of contract and possibly adopt resolution.

**RESOLUTION PB 20-08A -- CANCEL AND TERMINATION OF PROFESSIONAL
SERVICES CONTRACT – NV 5 TRAFFIC CONSULTANTS**

■ **PUBLIC HEARING**

PB 20-06 Warren Construction Co, Inc.
Block 88 Lot 7.01/28 Minor Subdivision - Lot line adjustment

COURTESY REVIEW for Warren Township School District
Parking lot improvement at Warren Middle School

■ **SCHEDULE OF NEXT MEETING:**

November 9, 2020

■ **ADJOURNMENT**