

HARDYSTON TOWNSHIP  
JOINT LAND USE BOARD

IN THE MATTER OF: : TRANSCRIPT  
: :  
APPLICATION: # LB-6-23-1 : OF  
AANDREI J. INVESTORS, LLC :  
Block 68, Lots 16.09, 16.10, : PROCEEDINGS  
16.11, 16.12 :  
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Tuesday, August 22, 2023  
Municipal Building  
149 Wheatsworth Rd  
Hamburg, NJ 07419  
Commencing at 7:00 p.m.

BOARD MEMBERS PRESENT:

JAMES HOMA, Chairman  
JAMES CAIAZZO  
SALLY GOODSON  
BRIAN KAMINSKI  
TONY ALFANO  
SAVAS SAVIDIS  
CARL PALADINO

ALSO PRESENT:

ANN-MARIE WILHELM, Land Use Administrator  
THOMAS G. KNUTELSKY, Borough Engineer

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1    A P P E A R A N C E S :

2

WEINER LAW GROUP, LLP  
3    BY: RICHARD BRIGLIADORO, ESQUIRE  
Attorneys for the Board

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DOLAN & DOLAN, P.A  
6    BY: ROGER W. THOMAS, ESQUIRE  
Attorneys for the Applicant

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PUBLIC MEMBERS ARE SWORN:

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1                   CHAIRMAN HOMA: Our hearings tonight are  
2 LB-6-23-1, Aandrei J. Investors, LLC, Preliminary and  
3 Final Subdivision, Block 68, Lots 16.09, 16.10, 16.11,  
4 and 16.12.

5                   MR. THOMAS: May I proceed?

6                   CHAIRMAN HOMA: Yes.

7                   MR. THOMAS: For the record, and again I  
8 understand that I'll try to do my best to keep my voice  
9 up, number one, and stay close to the mic.

10                   Again, my name is Roger W. Thomas from the  
11 law firm of Dolan and Dolan on behalf of the Applicant.  
12 Just to refresh everybody's recollection this is a  
13 matter that we are here, you may recall, and I'm sure  
14 you do, that this was an application that had come  
15 before you back in March. It stems from a long ago  
16 Preliminary and Final Major Subdivision approval of a  
17 number of lots. The lot in question that we're dealing  
18 with is Lot 16.09. It is a lot that is now under  
19 contract to be purchased by the McAllisters who are  
20 here tonight. They are anxiously looking to try to get  
21 into their house and have been for a while.

22                   There was a variance application that had  
23 been before this Board in March that was reviewed by  
24 this Board. It was ultimately denied. The Board  
25 during the course of that hearing made a

1 recommendation. That recommendation was to end up --  
2 to provide a modification or a redesign of the  
3 cul-de-sac for Anthony Court.

4 My clients have, in fact, taken advantage  
5 of that recommendation and have now come before you to  
6 seek to have an amendment to the preliminary and final  
7 major subdivision so that they can then be in a  
8 position to accommodate what you have recommended which  
9 is the redesign of the cul-de-sac in a manner that will  
10 then allow the house to no longer require a variance.  
11 It was now in accordance with your Ordinance for the  
12 front yard setback. There is a modification of the  
13 cul-de-sac in terms of a redesign.

14 We will have testimony with regard to the  
15 background about this property, as well as Mr. Kolody  
16 who you requested to have here. He is now here. Come  
17 up from Florida to give testimony regarding what the  
18 status of this is, what he has designed. The fact that  
19 there is no impact with regard to the cul-de-sac in  
20 terms of any drainage flow or anything of that nature.  
21 And he was also -- is also prepared to answer all of  
22 the comments that were made by your conflict engineer,  
23 Mr. Tom Knutelsky.

24 So with that, unless you have any questions  
25 of me, first of all, I want to thank you all for

1 coming. It's nice to see we have what amounts to, from  
2 my viewpoint, a full Board and I appreciate that and so  
3 do my clients. If you have any questions of me I'm  
4 happy to answer them. If not, I will try to be  
5 expeditious and I would like to present my first  
6 witness.

7 Mr. Hook? Could we have him sworn in,  
8 please?

9 MR. BRIGLIADORO: Yes. Mr. Hook, please  
10 raise your right hand. Do you swear or affirm the  
11 testimony that you're about to give before this Board  
12 is going to be the truth, the whole truth, and nothing  
13 but the truth?

14 MR. HOOK: I do.

15 MR. BRIGLIADORO: Please tell us your name,  
16 spell your last name, and give us your business  
17 address.

18 MR. HOOK: David Hook, H-o-o-k. Address is  
19 3 Brecia Court, B-r-e-c-i-a, Lafayette.

20 D A V I D H O O K, having been duly  
21 sworn, testified as follows:

22 EXAMINATION BY MR. BRIGLIADORO:

23 Q. David, why don't you have a seat.

24 And again, it's important that we get you  
25 on the mic, so that if you bring the mic close to you,

1 and it does appear as though --

2 A. Testing, testing.

3 Q. There we go.

4 David, can you indicate what your  
5 relationship with the Applicant is for the Board?

6 A. I am the managing member and partner of  
7 Aandrei J. Investors.

8 Q. And you heard me state in my opening  
9 statement so to speak that this particular application  
10 is part of an overall subdivision that had been  
11 approved some time ago by the Planning Board in  
12 Hardyston Township; is that correct?

13 A. That is correct.

14 Q. And is it my understanding that there was a  
15 Preliminary Major Subdivision approval back in 2004?

16 A. Correct.

17 Q. And ultimately it became a Final Major  
18 Subdivision and it was subsequently back in 2008?

19 A. That is also correct.

20 Q. And part of that subdivision, as I  
21 understand it, included this particular road which is  
22 known as Anthony Court?

23 A. Correct.

24 Q. Okay. It's my understanding further that  
25 there is infrastructure that's already in place and

1 that the roads are already put in; is that correct?

2 A. That is correct.

3 Q. And as well as drainage structures and all  
4 of the necessary --

5 A. Drainage, lighting, shade trees, yes.

6 Q. Now, this particular lot that we're talking  
7 about is known as Lot 16.09, and you're familiar with  
8 that lot; correct?

9 A. Very.

10 Q. I'm going to show you, and of course all  
11 the Board members have a copy of the map that has been  
12 prepared by the engineer. Can you tell us with regard  
13 to that lot, is there a contract to purchase that lot,  
14 as well as a house on that lot?

15 A. That is correct, by the McAllisters.

16 Q. Okay. Was there a -- was there  
17 construction done on the house?

18 A. Yes.

19 Q. Okay. It is my understanding that the  
20 construction took place, there was a foundation, and  
21 that there were issued by the Township a series of  
22 permits; is that also correct?

23 A. That is correct.

24 Q. And as a result of those permits the house  
25 was then essentially completed; correct?



1           A.     That is correct.

2           Q.     And unfortunately what ended up happening  
3     is because there had not been a request for a  
4     foundation survey, and the client -- your -- the client  
5     did not submit a foundation survey it became apparent  
6     after all the permits were issued and after the house  
7     was built and placed that there was a deviation from  
8     what the front yard setback should be; is that correct?

9           A.     Yes, that it is.

10          Q.     And is that what occasioned the necessity  
11     for the application for variance?

12          A.     Yes.

13          Q.     And you're familiar with that application  
14     and that application came before this Board; did it  
15     not?

16          A.     Yes.

17          Q.     And it's your understanding that that  
18     application was, in fact, denied by the Board?

19          A.     That is correct.

20          Q.     Were you present at that time?

21          A.     I was.

22          Q.     Can you tell us what was your recollection  
23     in terms of the Board's recommendation in light of the  
24     fact that the variance did not take place, did they  
25     have recommendations with regard to alternatives to

1 allow this house to be occupied?

2 A. Yes. During that evening the Board had  
3 made several suggestions in regards to moving the road  
4 so that we would not need a variance.

5 Q. Okay. Did the -- you the Applicant  
6 contract an engineer to take that suggestion under  
7 advisement?

8 A. Yes, we did.

9 Q. And did you ultimately end up presenting a  
10 plan that is now before the Board with regard to that?

11 A. Yes, sir.

12 Q. Can you tell us what that plan essentially  
13 is attempting to do?

14 A. This plan is -- can you hear me all right?  
15 This plan is shifting the road so that it is out of  
16 both the right-of-way and the shade tree easement,  
17 giving the house the adequate space to not need a  
18 variance with 35 feet -- 45 feet overall from edge of  
19 pavement.

20 Q. And it's my understanding that this house  
21 is under contract to be purchased; is that correct?

22 A. That is correct.

23 Q. And are you familiar with the couple that  
24 is under contract?

25 A. Very familiar.

1 Q. And their name is?

2 A. Larry and Frances McAllister.

3 Q. And they are here tonight?

4 A. Yes, they are.

5 Q. Is there anything further that you can add  
6 with regard to the background so that the Board has a  
7 clear understanding of what we're trying to accomplish  
8 here tonight?

9 A. I believe the Board knows this case very  
10 well as we have been here more than once now in regards  
11 to the same matter. So other than that I believe you  
12 covered everything quite thoroughly.

13 Q. Okay. I'm going a little bit out of order,  
14 but you are familiar with the fact that there has been  
15 an engineering report; correct?

16 A. Yes, I am.

17 Q. And you are aware that as part of that  
18 engineering report there had been a determination at  
19 the last meeting, I believe it was the 14th, whatever  
20 the date was, that this matter has been -- this  
21 application has been deemed complete, correct, you were  
22 here?

23 A. Yes, I was.

24 Q. And there was a further request, I guess is  
25 the best way to put it, on the part of the Board

1 engineer, indicating that there were a number of items  
2 where we were requesting waivers and he thought that  
3 those waivers were appropriate. There were several  
4 other items where he thought that they were appropriate  
5 for purposes of completeness but wanted to have  
6 additional testimony. And you remember that comment  
7 from Mr. McAllister; correct?

8 A. Yes, I do.

9 Q. And as a result of that we are having --  
10 and by the way, your company has contracted an engineer  
11 to prepare the plans that he's prepared tonight to  
12 testify on that; is that correct?

13 A. That's correct.

14 Q. And his name is?

15 A. Mike Kolody, Mr. Kolody.

16 Q. However, there is something in that report  
17 that is requested of the Applicant. And I prepared an  
18 affidavit, but you're here tonight. So I'd ask that  
19 you make comments with regard to the items that are  
20 dealing with completeness as it relates in that  
21 affidavit, and you can maybe relate it to those issues  
22 because they're in the affidavit itself.

23 A. Absolutely. I have the affidavit here now.  
24 With regards to Items 18 and 19 on the final  
25 subdivision checklist I advise as follows:

1 I certify that the Applicant is seeking a  
2 current amendment Preliminary and Final Major  
3 Subdivision approval for Lot 16.09, 16.10, 16.11 and  
4 16.12, Block 68. As this approval is being sought  
5 currently I can certify that all terms of the  
6 preliminary approval will be incorporated into the  
7 final approval and be a part of the final approval plan  
8 with regards to Item 19 on the final subdivision  
9 checklist. I can further certify that the final  
10 subdivision plan is identical to the preliminary  
11 subdivision plan and that no deviations will occur.

12 Q. And that the only modifications, of course,  
13 are going to be the redesign that is going to be  
14 suggested by the Board and now incorporated into this  
15 plan for the bulk of the cul-de-sac on Anthony Court;  
16 correct?

17 A. That is correct.

18 Q. And there was one final stipulation that is  
19 requested by Mr. Knutelsky with regard to the fact that  
20 this is part of, although it doesn't affect the balance  
21 of the subdivision he did want to end up having a  
22 representation from the Applicant, you, that there's no  
23 modifications. Do you have such a representation  
24 that's contained in Item number three of the report?

25 A. I do.

1 Q. Of your affidavit, I mean? And what does  
2 that state?

3 A. "There will be no changes to the previously  
4 approved Preliminary and Final Subdivision -- and Final  
5 Major Subdivision as part of this project except that  
6 which is subject matter of this application."

7 Q. So all three of those items that have been  
8 requested to be testified to or given testimony by Mr.  
9 Knutelsky you've now represented that you as the  
10 Applicant are certifying that those things will be  
11 taken care of, and you're agreeing that they would be  
12 reasonable conditions of any approval; correct?

13 A. I do, correct.

14 Q. I have no more questions of this particular  
15 witness.

16 CHAIRMAN HOMA: Any questions from the  
17 Board? Rich, any questions?

18 MR. BRIGLIADORO: I have no questions.

19 MR. KNUTELSKY: Mr. Homa, we take no  
20 exception to the information provided.

21 MR. THOMAS: Public, I guess?

22 CHAIRMAN HOMA: Do you have your next  
23 witness, your engineer?

24 MR. THOMAS: Certainly. Would you like to  
25 do that first and then have the public later?

1 CHAIRMAN HOMA: Yes.

2 MR. BRIGLIADORO: Chairman, I would  
3 recommend since there's only one other witness.

4 MR. THOMAS: Correct.

5 MR. BRIGLIADORO: Let's hear the  
6 Applicant's case in its entirety and then we can open  
7 it up to the public and get any comments.

8 MR. THOMAS: That's perfectly fine with me.  
9 Thank you, Mr. Hook.

10 THE WITNESS: Thank you all.

11 MR. THOMAS: I'd like to call my next  
12 witness, Mr. Kolody. Mr. Kolody, if you can remain  
13 standing to be sworn, please.

14 MR. BRIGLIADORO: Do you swear or affirm  
15 the testimony you're about to give before this Board is  
16 going to be the truth, the whole truth, and nothing but  
17 the truth?

18 MR. KOLODY: Yes, I do.

19 MR. BRIGLIADORO: Please tell us your name  
20 and spell your last name for the record.

21 MR. KOLODY: Michael Kolody, K-o-l-o-d-y.  
22 My address is 105 Via Capri, New Smyrna Beach, Florida.

23 M I C H A E L K O L O D Y, having been  
24 duly sworn, testified as follows:

25 CHAIRMAN HOMA: And you're licensed?

1 THE WITNESS: I was licensed in New Jersey  
2 and it's been held continuously since 1974, 50 years.  
3 I'm a licensed engineer and surveyor.

4 CHAIRMAN HOMA: Okay.

5 BY MR. THOMAS:

6 Q. Since we have already gotten --

7 MR. THOMAS: May I proceed?

8 CHAIRMAN HOMA: Yes.

9 Q. Why don't you have a seat, Mike. Since the  
10 Chair has already asked some of the preliminary  
11 questions with regard to your background and your  
12 qualifications, you already indicated that you continue  
13 to be a licensed engineer in the state of New Jersey  
14 and have been since 19 -- I forget, 19 --

15 A. So do I. 1974.

16 Q. And have you engaged in work involving  
17 subdivision site plans in front of Land Use Boards,  
18 Planning Boards, and Zoning Boards in the state of New  
19 Jersey in your career?

20 A. Yes, I have.

21 Q. And, in fact, have you been qualified and  
22 your qualifications been accepted by way of testimony  
23 before Boards in the state of New Jersey in the past?

24 A. Yes, I have.

25 Q. And can you tell the Board whether or



1 not -- I don't know that you need to explain each and  
2 every one, but give us an understanding of how many  
3 Boards you have testified to as a professional engineer  
4 and where those testimony -- where that testimony has  
5 been? And approximately how many Boards you have  
6 testified and been qualified as a professional  
7 engineer?

8 A. I can't give you a specific number,  
9 however, I have been approved and testified in 20 of  
10 the 21 counties in this state. I relocated primarily  
11 to Sussex County in 1983 and changed the focus of my  
12 practice to this area.

13 I was the sole engineer for Lake Mowhawk  
14 Country Club for 25 years on all their zoning, planning  
15 matters, construction projects, so on and so forth. I  
16 honestly don't recall if I've ever appeared in  
17 Hardyston. I've had projects in Hardyston but they  
18 haven't necessarily been before the Boards. And I  
19 appeared before every other one except Walpack that I  
20 know of.

21 Q. And in fact, you have been involved in this  
22 project as a professional engineer and surveyor -- and  
23 by the way, you're also a licensed surveyor; is that  
24 also correct?

25 A. Yes, I am.

1 Q. And that's in the state of New Jersey?

2 A. I'm also, or I was also a licensed  
3 professional planner up till last year, but in an  
4 attempt to finally really retire I have placed that on  
5 inactive status, but I've been qualified.

6 Q. In addition to representing applicants  
7 before Boards, and in addition to representing Lake  
8 Mohawk, have you represented any other municipalities  
9 as a professional engineer in the state of New Jersey?

10 A. Yes, I have. The Borough of Mine Hill,  
11 Morris County. Stillwater Township, after believe it  
12 or not I became elected as a committee person in  
13 Stillwater. So I have heavy involvement throughout  
14 this area here. I work for Warren County in an  
15 affirmative action program.

16 Q. I have --

17 A. I would have to go through my whole resume  
18 to see where I've been.

19 Q. I think you've done that well enough.

20 MR. THOMAS: I have no further questions  
21 with regard to his qualifications. Would you accept  
22 him as a qualified engineer in the State of New Jersey?

23 CHAIRMAN HOMA: Yes.

24 BY MR. THOMAS:

25 Q. Thank you. Mike, you also have been

1 involved in this particular project for a long time;  
2 correct?

3 A. Yes, I have.

4 Q. And tell us how long, and what your  
5 involvement has been?

6 A. Well, I was contracted by the owners in  
7 2008. All the preliminary construction was complete  
8 and there was a dispute that arose between the owners  
9 and the township engineer, Mr. Guerin, regarding some  
10 engineering features in their detention basins. That  
11 issue was resolved.

12 After that I went on to survey the entire  
13 property to tie myself into the boundaries of the final  
14 plat. I then prepared plot plans for Lot 16.02,  
15 16.04, 16.06, 16.08 and 16.11. Those, except for one of  
16 them, have all been built and they all were in full  
17 compliance with the standards of the Township. In  
18 addition I am currently employed by the owner to  
19 prepare plot plans, septic plans, and soiling erosion  
20 sediment control plans for an additional seven lots:  
21 16.03, 16.07, 16.10, 16.16, 16.17, 16.15. So I have an  
22 ongoing complete knowledge of the property and the  
23 conditions thereon.

24 Q. Mike, you are familiar with the report  
25 that's been submitted by Mr. Knutelsky, correct, in

1 this matter?

2 A. Yes, I am.

3 Q. And you are further aware that this matter  
4 has been deemed complete at the last meeting and that  
5 the waivers with regard to the completeness have been  
6 granted; however, he did indicate in the last meeting  
7 on the 14th that he wanted to get testimony with regard  
8 to certain elements or certain items that are on the  
9 checklist, both preliminary checklist and final  
10 checklist. You're aware of that; correct?

11 A. Yes, I am.

12 Q. And he has indicated that he'd like to get  
13 additional testimony on items for the preliminary  
14 checklist, Items 21, 25, 26, 27, and 36. If would like  
15 I can end up reviewing those items. And let's go to  
16 Item number 21, a written cost estimate of construction  
17 cost for all site improvements excluding buildings.  
18 Did you have occasion to prepare that?

19 A. Yes. The cost estimate I prepared was for  
20 the reconstruction work necessary to relocate the  
21 cul-de-sac to be a left turning cul-de-sac, as opposed  
22 to a center cul-de-sac which it is at this particular  
23 time. I did not prepare cost estimates for the entire  
24 rest of the project.

25 Q. Understood. And you have submitted those

1 to Mr. Knutelsky; correct?

2 A. Yes.

3 Q. And you have -- and I've now submitted them  
4 on a certified copy you handed to me today to the Board  
5 Secretary?

6 A. Yes, I have. Mr. Knutelsky reviewed. I  
7 sent him a preliminary cost estimate. He reviewed it  
8 for some of the unit prices and I researched a little  
9 further and I revised my estimate. And that's dated  
10 August 18th of this year.

11 Q. And that's -- and that's the one that's  
12 submitted with your certification and your seal;  
13 correct?

14 A. Well, it was submitted without my seal, but  
15 I did bring copies with me, one of which I gave to you  
16 which can be submitted.

17 Q. And which I have given to the Board  
18 Secretary?

19 A. Yes.

20 Q. With regard to the next item number 25 it  
21 says, the location of existing utilities on-site within  
22 50 feet of the site, including but not limited to  
23 sanitary sewer, septic system, stormwater sewers, water  
24 lines and wells, gas lines, telephone, electric, and  
25 cable. Can you give a response with regard to that?

1           A.       That will be provided because the only item  
2 I don't have a handle on is the exact location of the  
3 underground utilities that have already been built into  
4 the road right-of-way. It will be necessary for the  
5 utility company to mark them out and I will then add  
6 them to my construction plans.

7           Q.       And that's something that you are -- would  
8 expect that that would be a reasonable condition of any  
9 approval that this Board granted; correct?

10          A.       Yes. I have no difficulty with that at  
11 all.

12          Q.       There is also number 26, landscaping plan  
13 showing proposed shade trees and other landscaping  
14 including species and size of plant materials, buffer  
15 elements showing berms, vegetation, fences including  
16 all appropriate construction details. Can you respond  
17 to that one?

18          A.       The only thing that's proposed in the way  
19 of landscaping is topsoil and seeding of some of the  
20 road that has to be removed and restored. There's  
21 planting of the shade trees which are covered under the  
22 original approval and in the original cost estimate.

23          Q.       I can end up indicating I did research this  
24 matter. There were bonds that were submitted by the  
25 Applicant. Those bonds have now been acquired by the

1 Township, and I have spoken with your administrator.  
2 And she has affirmed that, in fact, a combination of  
3 both cash and bond money, there is approximately 355 to  
4 60, she wasn't exactly sure of the exact number, that  
5 is now in possession of the Township for purposes of  
6 whatever needs to be done, if anything, either by way  
7 of maintenance or other activities that may be  
8 necessary with regard to this, the entirety of the  
9 subdivision, which would include trees and things of  
10 that nature; correct?

11 A. Yes.

12 MR. KNUTELSKY: If I may just interject  
13 very quickly there with regard to landscaping. The  
14 spirit of my comment in having a temporary waiver for  
15 completeness only with the Applicant to testify about  
16 landscaping also went to the matter of the shade tree  
17 easement. Is that something that will also be added to  
18 the plan in the same light as the utility information?

19 THE WITNESS: Yes. It will.

20 MR. KNUTELSKY: Thank you.

21 BY MR. THOMAS:

22 Q. Thank you, John. With regard to number 27,  
23 lighting plan showing the location of streetlights,  
24 including the height of the proposed lights, details of  
25 the proposed lights should be provided. Can you

1 respond to that?

2 A. Yes. There are no new lighting proposed.  
3 There is one light that exists now at the end of the  
4 cul-de-sac. Once the utility company marks it out  
5 we'll then know if it has to be relocated. I have  
6 included a cost estimate for that in my overall  
7 construction cost estimate.

8 Q. Okay.

9 A. Until we know exactly where it is we can't  
10 have an exact answer.

11 Q. Number 36, it says a copy of all existing  
12 proposed protective covenants and deed restrictions  
13 affecting the subject property, including a statement  
14 as to whether or not such deeds are of record.

15 I have submitted as part of the application  
16 process the package, a complete list of all the deeds  
17 as it relates to this particular subdivision and they  
18 have no impact upon this particular lot or these --  
19 this cul-de-sac deviation and modification. And I  
20 think that material has been available to both Mr.  
21 Knutelsky and Mr. Brigliadoro for their review, so I  
22 assume that's acceptable.

23 Next we're going to go to the next series  
24 of comments that deal with the items, particularly as  
25 it relates to the final major subdivision, and they are



1 outlined in regard to Items 14, 16, 17, 18, 19, 20, 21.

2 I believe that's it. Yes.

3 I've already, just so that the Board is  
4 clear, I've already had Mr. Hook testify with regard to  
5 Items 19 -- 18 and 19 as part of the affidavit that was  
6 submitted that was already testified so that it is  
7 clear that as part of the testimony and the affidavit  
8 that they're verifying that all the terms and the  
9 conditions of the preliminary approval will remain in  
10 full force and effect and they understand that that's  
11 the case and certifies to that. He's also testified  
12 that with regard to the final subdivision that the  
13 final subdivision will be identical to the preliminary  
14 subdivision. And that is true other than the redesign  
15 of the cul-de-sac as presented to you for review  
16 tonight as far as Anthony Court.

17 Now, with regard to the other items, there  
18 is again, and it's a repetition but none the less it's  
19 certainly in the final, and that is Item 14 a written  
20 estimate of cost, a construction cost. That's one  
21 you've already testified to; correct?

22 A. Correct and been provided.

23 Q. Number 16 again is a repetition. It's  
24 talking about copies of all existing and proposed  
25 protective easements, covenants, restrictions. I've

1 already indicated that we have submitted that material  
2 as part of the application and it's been available for  
3 purposes of review and by your engineering and  
4 attorney.

5 I've already talked about 18 and 19. To me  
6 it appears repetitive. 16 we just talked about in  
7 terms of the protective easements and deeds. Twenty  
8 talks about copies of all existing and proposed  
9 protective covenants and deeds. That has been  
10 submitted as part of the original application and it's  
11 been in possession of the Board as well as the Board  
12 consultants since the application was submitted.

13 And then lastly, and this will be Mr.  
14 Kolody's response, an electronic copy prepared by a  
15 AutoCAD for the as-built and final plat shall be  
16 provided. Can you respond to that, Mike?

17 A. Will be provided. All my engineering work  
18 is done on an AutoCAD based system. Very easy to  
19 share, which I will.

20 Q. Now, let us go to the actual modifications  
21 that we are dealing with tonight. It's my  
22 understanding that you have prepared a two-sheet plan  
23 indicating the actual redesign of the cul-de-sac on  
24 Anthony Court; is that correct?

25 A. Yes. Those drawings are entitled

1 Preliminary and Final Subdivision Plat Portion of  
2 Brechia Farms, bears the date of May 25th of this year.

3 Q. Can you go through and give testimony as to  
4 what you have done in regard to that redesign and  
5 modification?

6 A. Yes. The reason there's two pages there's  
7 really two aspects of this. One has to do with the  
8 arrangement of the lot lines and the right-of-way  
9 lines. And the second one deals with construction  
10 details which will assure that the work will all be  
11 done in accordance with the Township standards and will  
12 not cause any unnecessary disruption to the existing  
13 drainage patterns. Let me go with the right-of-way  
14 lines at this point. As we know --

15 Q. Excuse me. Is that the top sheet?

16 A. Yes. That is the tope Sheet number One.  
17 As we know the home for whatever reason on Lot 16.09 it  
18 is too close to the road. Simply put, it was in the  
19 wrong place. I've heard reasons why. I did not stake  
20 the house out. I did not prepare the plot land, but I  
21 am aware the house is in the wrong place.

22 It has been surveyed. As-built survey has  
23 been done and what's shown on this plan is exactly --  
24 chose the house 5.1 feet off the existing road  
25 right-of-way line. I've prepared a drawing which

1 relocates the cul-de-sac which will then make the house  
2 fully compliant with your zoning standards. It will be  
3 35.1 feet. That's accomplished by relocating the  
4 cul-de-sac away from the property to the southwest.

5           One, I wouldn't call it a problem, but one  
6 fact that had to be addressed is Lot 16.10 and 16.11.  
7 Couldn't have their property lines severely shortened  
8 to the new cul-de-sac because it would then cause a  
9 frontage violation, and we wouldn't want to have that.  
10 So they will remain with the exact frontage in the  
11 location where it's proposed.

12           To do that we have to take land from  
13 16.09 -- excuse me. We have to add land to 16.09.  
14 That's 1,923.4-square feet of the existing road  
15 right-of-way. And basically by shifting the cul-de-sac  
16 to the southwest we will then dedicate an additional  
17 4,728.3-square feet of what is now Lot 16.12 to new  
18 road right-of-way. Both Lots 16.09 and 16.12 will  
19 still meet all the side yards, front yards, rear yards,  
20 and all the spacial standards in your ordinance. The  
21 second page, and there's a chart in the front which  
22 indicates that they -- that they do comply.

23           The second page addresses the physical  
24 changes that will occur. As I stated previously, and  
25 as shown in this drawing Sheet Two of Two, there are

1 two storm drain inlets located to the southeast of the  
2 end of the cul-de-sac on Anthony Court. Currently, all  
3 the water from the cul-de-sac drains to those inlets,  
4 which is then carried through an internal system down  
5 to a large detention basin.

6 The construction that is proposed maintains  
7 that standard. No change is proposed to drainage  
8 patterns. Lot 16.11, which is not owned by our  
9 Applicant, Lot 16.12 and 16.10, and 16.09 will have the  
10 frontages of those lots drained to the cul-de-sac and  
11 be handled in accordance with the way your Ordinance  
12 requires it.

13 It will require slight changes in grade in  
14 the road. I am saying less than one foot in height in  
15 the road area itself which will be handled by the  
16 construction. There is materials that will have to be  
17 lowered on Lot 16.12. That material will be regraded  
18 elsewhere on the property. There will be no materials  
19 removed from the subdivision. There will be no  
20 material brought to the subdivision. When the road was  
21 created topsoil was stockpile and that will be  
22 re-spread on the perimeter of the cul-de-sac in areas  
23 that we're restoring.

24 Q. Is it your testimony that as a result of  
25 the redesign and modification that is now before the

1 Board it is in full compliance with all of the  
2 standards both from an ordinance viewpoint and from a  
3 stormwater viewpoint as well?

4 A. Yes. When the subdivision -- extending  
5 that subdivision was created to provide a single-family  
6 home site. That intention does not change it at all.  
7 There are no additional lots created, no lots taken  
8 away. It's just slightly different in appearance at  
9 the terminus of Anthony Court.

10 Q. Okay. You have had occasion to review --  
11 do you have anything further that you would like to  
12 advise the Board with regard to your design so that --  
13 I think you fully explained it but just in case there's  
14 anything you'd further like to testify in regard to  
15 those two.

16 A. That's kind of the explanation. The only  
17 thing I do want to point out is that where the  
18 cul-de-sac is being extended on 16.12 will not remove  
19 any trees. This was a former field so the change will  
20 be -- it won't even be really noticed out there other  
21 than the fact that Lot 16.09 will have a viable  
22 frontage and will fit into the neighborhood just like  
23 all the rest of the lots here. They all have 35 feet  
24 or greater setbacks.

25 Q. Okay. You have had occasion to review the

1 report of Mr. Knutelsky which is dated 11th of  
2 August 20, 2023.

3 MR. THOMAS: Mr. Chairman, I'm going to  
4 defer to you. What I thought would be helpful was have  
5 Mr. Kolody go through the items now which are now under  
6 Section C of page three so that he can testify to them,  
7 unless you would like to have your engineer go through  
8 them and then --

9 CHAIRMAN HOMA: No. Mr. Kolody can go  
10 first.

11 MR. THOMAS: Okay. Fine.

12 BY MR. THOMAS:

13 Q. Mike, if you can go through the items that  
14 you have, and I'm now referring both you and the Board  
15 to the Knutelsky report on page three Item C, and then  
16 we have C-1 through 17. And I guess we'll start with  
17 number one.

18 A. Okay. I have reviewed it. I have made  
19 comments on it. I can go through this pretty quickly  
20 because I agree with most things.

21 Item one, I agree.

22 Item two, no change. The ownership had no  
23 responsibility. Anthony Court will continue as it was  
24 on the original subdivision.

25 Item number three deals with the lighting

1 utility which I did discuss. They will be located and  
2 the construction plan Sheet Two of two will be modified  
3 to include that information on it for the relocation,  
4 if necessary, which it probably will. That will be  
5 shown on there.

6 Item four, add a note to the plans. Yes.  
7 I will add the note to the plans. That deals with the  
8 restoration of portions of the road, which even though  
9 they remain in the road right-of-way are not needed for  
10 the traveled way. So they'll be put in the grass. So  
11 they'll be just like in front of every other house.  
12 That last 10 feet from the property line to the edge of  
13 pavement will be town owned but maintained by the  
14 property owner.

15 Q. And just so it's clear, the note that  
16 you're referring to is in the second and third sentence  
17 with regard to the fact that that note will include  
18 that all pavement removed shall be appropriately packed  
19 with saw cut and center. That note will be added and  
20 will in fact be done?

21 A. Yes. Well, the note -- actually, I have  
22 added it to the plan but not filed yet, plus other  
23 changes we had.

24 Items five and six I just simply agree  
25 with. They are statements of fact as to the setbacks



1 as they are and they will be, and I have no  
2 disagreement with any of it.

3 Item seven deals with the extension of the  
4 driveway 16.11. That is not part of this application.  
5 It's owned privately. The developer will extend the  
6 lot -- the driveway at his expense to a location that  
7 I've shown on the plans, but I'm sure an agreement can  
8 be reached as to its exact location. I know the -- I  
9 also showed a driveway on 16.10. Mr. Knutelsky has  
10 asked me to take that off the plan which I will,  
11 because it's a cul-de-sac. You have a number of  
12 driveways coming out and we'll just fit them all is  
13 what we will do.

14 Q. Number eight?

15 A. That's a long one. I'm just reading it.

16 Q. Sure.

17 A. My comment is that it's no different than  
18 any driveway that does go through a road right-of-way  
19 to reach the traveled way. So my belief is it should  
20 be treated exactly like that. Driveway will be  
21 approximately 40 feet longer than it is now. But just  
22 as an example, elsewhere in the subdivision there's one  
23 lot in Wantage. It's got about a 600-foot driveway.  
24 When I lived in Stillwater I had a 600-foot driveway.  
25 It's just not out of the ordinary to have a house's

1 driveway be greater than the 35 feet setback required  
2 from the road.

3 Q. And in fact, it's your understanding that  
4 with regard to the balance of the subdivision that the  
5 responsibility with regard to right-of-way versus  
6 roadway that the understanding was in the condition at  
7 that time and will continue to be the condition now  
8 that the town once they ultimately accept the road will  
9 be responsible for the maintenance and upgrade of the  
10 road, meaning the cartway, and that the right-of-way  
11 that they extend into, I'll call it the private portion  
12 of the lot, that will be maintained and all of the  
13 other lots on this major preliminary subdivision will  
14 be maintained by the property owner. That was the  
15 original intent, that will be the intent with regard to  
16 this particular modification; correct?

17 A. That will be my recommendation.

18 Item number nine, I spoke of the removal of  
19 a proposed driveway in 16.10.

20 Q. And you're in agreement to that?

21 A. Yes. And I will be preparing a plot land  
22 that will show the house, and septic, and everything  
23 else on that lot. And then the driveway will be put on  
24 it. It will be reviewed, and I hope approved.

25 Item number ten, request the adding of the

1 shade tree easement, which I have no problem with, and  
2 I simply forgot to put that layer on when I printed it.  
3 So no problems there.

4 Item eleven, once again, refers to the  
5 streetlight which was answered in Item C-3. We'll deal  
6 with it. The developer will move it into the new road  
7 driveway in the proper distance from the pavement. No  
8 questions about that.

9 Okay. Item 12. There's a note about the  
10 well on the common property line between Lot 16.11 and  
11 16.10. That well was built on the property line. I've  
12 surveyed it when I did the final survey, which I did  
13 for 16.11, so it's shown accurately on the plan.

14 Items 13 through 15 are basically attorney  
15 questions.

16 Q. And Item 13 has to do with a COAH  
17 assessment. Whatever the assessment appropriately is  
18 in accordance with the ordinance will of course be  
19 required, and there will be a condition no doubt.  
20 There is also a recommendation to revise the  
21 developer's agreement, including specific language  
22 related to the design modifications. I've now received  
23 from your attorney a copy of the prior developer's  
24 agreement and certainly that can be modified to  
25 accommodate exactly what was being said.

1                   There is also an Item 15 is recommended  
2           that the all physical cul-de-sac changes be constructed  
3           as part of any favorable Resolution and that the  
4           completion of such improvements be specifically tied to  
5           a certificate of occupancy. The answer is, the  
6           construction will be done in accordance with the plans  
7           that are being shown to you, which we hope will  
8           ultimately be approved. We will be seeking to talk to  
9           your billing department because of the fact that there  
10          has been a considerable delay for the McAllisters so  
11          we'll deal with those issues in terms of the issuance  
12          of the building permit, whether or not it will be a  
13          building permit or a temporary building permit, but  
14          we'll talk to the building inspector with regard to  
15          that.

16                   Number 16, I perfected my deed. And then  
17          we're happy to do whatever the Board prefers, whether  
18          it's deed or by a map filing we'll be happy to do that.  
19          And I'll be happy to work with Mr. Brigliadoro to  
20          accomplish that appropriately and efficiently.

21                   A.       Perhaps I could add to that?

22                   Q.       Sure you could.

23                   A.       I have prepared four metes and bounds  
24          description, those two parcels that are going to change  
25          hands. And I've also prepared two descriptions of the

1 proposed shape of the new lots. That way there will be  
2 a proper change of title and there will be no confusion  
3 in the future as to where did this piece of lot go to.  
4 Why isn't a piece of the right-of-way there. It makes  
5 it very clear after years of doing these surveys and  
6 researching for them not preparing a deed restriction  
7 like that leads to confusion in the end.

8 Q. So we'll be happy to accomplish that as  
9 part of any approval process.

10 And lastly I think it's just the fact that  
11 Mr. Knutelsky said that he will be here at the hearing,  
12 and he is. So that's number 17. And with that, Mr.  
13 Chairman, members of the Board, that is our testimony  
14 with regard from an engineering viewpoint.

15 CHAIRMAN HOMA: Any comments?

16 MR. KNUTELSKY: Yes. Mr. Chairman, I just  
17 wanted to add, I was following along with the testimony  
18 from both the attorney and engineer and I have crossed  
19 off a bunch of the items that they have indicated that  
20 they would comply with, and we will -- I'm sure our  
21 attorney will provide that as conditions of approving  
22 Resolution. There are just a couple of items that I  
23 just wanted to further in regard to Item number eight.  
24 I did want to make the comment that Hardyston Township  
25 will not be providing any maintenance responsibilities

1 for the extended driveway or any of the grass in front  
2 of the properties that have been extended. Lot 16.11  
3 and 16.10 will have a larger right-of-way in front of  
4 them than typical. This is an atypical situation for  
5 the cul-de-sac. Usually it's concentric or parallel to  
6 the -- your front property line, your right-of-way it's  
7 usually concentric or parallel to the traveled way.  
8 This is a little wider in those areas because of the  
9 offset of the cul-de-sac bulb so there is another  
10 30 feet of grass driveway in those areas that will have  
11 to be maintained. Hardyston Township will not be  
12 maintaining them. That is their position on this  
13 application, even though it is considered right-of-way.  
14 So that is a distinction I want to make sure is there  
15 for the record.

16 In regard to Item number 15, in regard to  
17 the favorable Resolution, again, we want to make sure  
18 that this work is completed in accordance with the  
19 details of the original subdivision plans and as an  
20 operating order for access to all the lots that are  
21 available there. So that's why we're tying that to the  
22 C.O. we want to make sure that that work is being done  
23 expeditiously and ASAP.

24 And then the other item, the notation  
25 escapes me, but in terms of the removal of the driveway

1 for Lot 16.10 that was our recommendation. Because  
2 everything on a cul-de-sac ends up coming towards the  
3 center things get tighter as you get closer to the  
4 cul-de-sac itself. That's why we're asking for the  
5 removal of that driveway.

6 Mr. Kolody mentioned that he has a plot  
7 plan and development for that lot to show the driveway.  
8 We would make the recommendation that it be tied with  
9 the McAllister driveway to move it further away from  
10 the Burger driveway on Lot 16.11 maybe as a common  
11 driveway, is that something that can be entertained?

12 THE WITNESS: It certainly could be. I  
13 personally do not recommend it.

14 MR. THOMAS: Would you agree, Tom, that  
15 common driveways tend to breed problems? I  
16 understand --

17 MR. KNUTELSKY: Good fences make good  
18 neighbors, is that the adage we're going with? The  
19 reason why I was strongly recommending a common  
20 driveway in that location are twofold. One, there's a  
21 lot of driveway entrances in a short distance of time  
22 along the cul-de-sac right in the travel-way itself.  
23 The Applicant, even though it's really not the  
24 McAllisters it's Mr. Hook and he owns both lots, so now  
25 would be the time to have a common driveway in that

1 location while the Applicant is before us. And I feel  
2 strongly that unless the driveway for the Burger Lot is  
3 going to bend in such a way to get it further away,  
4 which I don't agree with either, it should be straight  
5 on down his original driveway connecting into the  
6 cul-de-sac as best as practicable. That doesn't leave  
7 a lot of room to the side. So I continue to request  
8 the common driveway approach unless shown differently  
9 in the plot plan. I can go that far.

10 MR. THOMAS: Well, again, I haven't talked  
11 to my client about this, but I'm looking at the sort of  
12 the plot plan for Lot 16.09, and the house is there. I  
13 mean, we know that that house is there. I don't know  
14 if the driveway's there, but it would seem to me that  
15 when you say a common driveway it would appear to me  
16 that maybe if what you're suggesting is that the  
17 McAllister driveway move a little over I guess it would  
18 be to the north if we look at the arrow, or no to the  
19 west I guess, so that it comes up to the -- potentially  
20 to the property line and that the Lot 16.10, they kind  
21 of touch. Maybe if that's what you're talking about.

22 MR. KNUTELSKY: That's what I'm talking  
23 about. So not so much a common -- let me reiterate.  
24 Not a common driveway for the entire length, just where  
25 it intersects the cul-de-sac and then they branch



1     apart.    So maybe a 20-foot width along the traveled way  
2     and then it branches into individual driveways to each  
3     separate lot.   That would be our recommendation and  
4     that's what I meant by a common driveway.   Common  
5     driveway entrance might be a better term.

6                 THE WITNESS:   I have a question.   So you're  
7     speaking to have the driveway width approximately  
8     20 feet at the street where it reaches the traveled  
9     way?

10                MR. KNUTELSKY:   Correct.

11                MR. THOMAS:   And then immediately  
12     thereafter separate?

13                MR. KNUTELSKY:   Correct.

14                THE WITNESS:   Yes.   Because then you have a  
15     10-foot driveway that would be maintained separately.

16                MR. THOMAS:   Separately distinctly.

17                THE WITNESS:   I do not want to see any  
18     common driveways.   They tend to become problems when  
19     you have one person not like the other person.

20                CHAIRMAN HOMA:   Draw a line down the middle  
21     so you know where to stop shoveling.

22                THE WITNESS:   There are times when common  
23     driveways are advisable.   One example would be if there  
24     is a limited site distance, but there's no limited site  
25     distance.   Second, if you're on a busy street, arterial

1 secondary type of street where you have high speed  
2 traffic and you want to cut down on the number of  
3 conflicts. But those conditions don't exist here. I  
4 understand --

5 CHAIRMAN HOMA: Well, it seems to me the  
6 frontage to the road is very narrow, because the  
7 pie-shaped lots constrict as they get closer to the  
8 road.

9 THE WITNESS: I understand that. I'll  
10 explore the 20-foot width at the traveled way. I have  
11 no problem with that. But I don't want have my client  
12 enter into any legal agreements as to who maintains it.

13 CHAIRMAN HOMA: Okay. Understand that.  
14 Tom, anything else?

15 MR. KNUTELSKY: I'll wait for follow-up on  
16 any questions after -- you know, if the Board has any  
17 other questions or even the Applicant's attorney when  
18 he returns to the dais.

19 Again, I think three driveways with limited  
20 distance in between I think is problematic. And a  
21 common driveway entrance is the way to go here. But  
22 Mr. Chairman, that would finish our report for the  
23 matter.

24 CHAIRMAN HOMA: Okay. I feel Mr. Burger's  
25 driveway should also be straight. It shouldn't be

1 altered.

2 MR. KNUTELSKY: It should be as straight as  
3 practicable to enter into the new configuration of the  
4 cul-de-sac.

5 CHAIRMAN HOMA: Any questions for the  
6 engineer?

7 BOARD MEMBER ALFANO: I have one. Mr.  
8 Kolody, earlier meetings we discussed on Lot 16.10  
9 there's a drainage easement on the trench in that  
10 southwest corner. I think that's where the water from  
11 the cul-de-sac originally was supposed to drain to. Is  
12 that true, or am I missing --

13 THE WITNESS: There may be some type of  
14 depression so to speak that occurred during the  
15 construction practice, but there's never any intent on  
16 the preliminary plat to direct water anywhere but to  
17 the two catch basins on the street.

18 BOARD MEMBER ALFANO: Right. So the catch  
19 basins are going to a detention pond?

20 THE WITNESS: Yes, they do.

21 BOARD MEMBER ALFANO: And where is the  
22 detention pond located? I don't see it on the --

23 THE WITNESS: It's behind Lot 16.08.

24 BOARD MEMBER ALFANO: So -- okay.

25 THE WITNESS: And it also collects water

1 from Davon to a different -- there's two easements that  
2 bring water into it.

3 CHAIRMAN HOMA: Are we actually reducing  
4 the area in the roadway compared to the original?

5 BOARD MEMBER ALFANO: Comparing the --  
6 yeah.

7 THE WITNESS: The paved amount?

8 CHAIRMAN HOMA: Yes?

9 THE WITNESS: It may be slightly reduced,  
10 yes. Because in effect it's 40-feet shorter than it  
11 was originally. And going to the left does not really  
12 add any length to it. So you'll have a little bit --  
13 you'll have somewhat less water, but that won't harm  
14 any.

15 BOARD MEMBER ALFANO: Getting back to the  
16 drainage. 16.08 is that a higher elevation than 16.10?  
17 Are we having a detention pond that's actually uphill  
18 or are we going to pitch it down?

19 THE WITNESS: 16.08 is higher at the road  
20 and it's lower in the back, and the water's carried by  
21 conduit to a low area in the back. The original design  
22 --

23 BOARD MEMBER ALFANO: So the detention is  
24 to the rear of the property of 16.08?

25 THE WITNESS: It's on the rear of 16.08 I'm

1 pretty sure. I don't have that particular plan in  
2 front of me, but I know where it goes.

3 MR. KNUTELSKY: I think it's roughly on the  
4 adjoining line between 16.08 and 16.09.

5 BOARD MEMBER ALFANO: The only reason why I  
6 ask this question is, we're moving that cul-de-sac away  
7 from that detention pond in the design. So I'm just  
8 concerned that we're not fighting gravity. Especially  
9 if it snows all the water and the snow is going to  
10 gravitate to the bottom of that cul-de-sac and John  
11 here is going to have to shovel a lot of snow if the  
12 water doesn't drain.

13 THE WITNESS: Believe me, I was here about  
14 a month and a half ago during a real sever thunder  
15 storm and that water runs down that street into those  
16 basins. And it will continue to do so. It won't take  
17 any longer to get there, it might be slightly less, but  
18 it's not a problem.

19 BOARD MEMBER ALFANO: You're okay with  
20 that?

21 MR. KNUTELSKY: Yes, and here's the reason  
22 why. The grade elevation for those two inlets the road  
23 range is about 501, and the general elevations up and  
24 around the cul-de-sac are 2 feet higher. So there's  
25 plenty of pitch to go from the cul-de-sac to those

1 areas if we grade it right in the field.

2 BOARD MEMBER ALFANO: I'm worried about the  
3 catch basin to the detention ponds. That pitch.

4 MR. KNUTELSKY: I know from site inspection  
5 I don't have the information on this plan but standing  
6 on those inlets looking out towards the detention basin  
7 it's a noticeable drop from the inlet grades to the  
8 detention basin.

9 BOARD MEMBER ALFANO: I've only been to the  
10 site once and didn't pay attention to that probably.

11 MR. KNUTELSKY: I didn't have a concern  
12 about that at all when I was on the site.

13 BOARD MEMBER ALFANO: Okay. That's all I  
14 cared about. Thank you.

15 MR. THOMAS: Thank you, sir.

16 THE WITNESS: Sure.

17 CHAIRMAN HOMA: Any other questions?

18 BOARD MEMBER CAIAZZO: I have one question.  
19 How will the redesign of the cul-de-sac affect  
20 negatively or positively Lot 16.11? And you did talk  
21 about it somewhat.

22 THE WITNESS: It won't affect it in any way  
23 other than the fact the driveway is going to be about  
24 30 to 40 feet longer. But it doesn't drain towards  
25 16.11. They're kind of independent. Some might come

1 from 16.11 onto this property, but it always did.

2 BOARD MEMBER CAIAZZO: Who extends the  
3 driveway another 20 feet, is that the builder?

4 THE WITNESS: Builder, yes.

5 CHAIRMAN HOMA: It will be matched up  
6 properly? Because when you add to the driveway you see  
7 some problems.

8 THE WITNESS: It will be handled very well.  
9 I've been out there. I've looked at it. The driveway  
10 at 16.11 is in very good shape. It's been seal coated  
11 so we would -- I spoke to the applicant and we will  
12 seal coat it the same way, the extension.

13 CHAIRMAN HOMA: As long as everything  
14 matches.

15 THE WITNESS: Yes, that's the idea. The  
16 owner of 16.11 maintains his property very well. In  
17 fact, he handled some of the adjoining two lots. He  
18 has them very nicely manicaped (sic.)

19 MR. THOMAS: Manicured?

20 THE WITNESS: Manicured. And it should be  
21 an asset. Both lots when they're developed will be an  
22 asset to the subdivision, and likewise an asset to his  
23 property.

24 CHAIRMAN HOMA: Right.

25 MR. KNUTELSKY: Mr. Chairman, just one

1 follow-up question in regard to the driveway and the  
2 driveway extension that we're referring to. I think I  
3 might have alluded to in my report. This really --  
4 extension is not -- at least the way I see it from a  
5 construction standpoint, we're not going to be  
6 extending the driveway, what we're going to be doing is  
7 saw cutting the actual cul-de-sac paving that's there  
8 now and leaving the paving as the driveway extension.  
9 We're not physically going to pave it or are we  
10 rebuilding the end of the driveway?

11 THE WITNESS: It might have to be rebuilt  
12 to a certain extent because to maintain proper drainage  
13 that way. And of course, we still need to top on the  
14 road anyhow.

15 MR. KNUTELSKY: Okay. Any of the paving  
16 that isn't needed, though, for any of the driveway work  
17 will need to be removed and decompacted. That was one  
18 of our notes and I think you've agreed to that already.

19 MR. THOMAS: Yes.

20 THE WITNESS: Yes.

21 MR. KNUTELSKY: Okay. And then access out  
22 of any of the private lots will be available 24 hours a  
23 day, seven days a week while this work is being  
24 completed; correct? No one is going to get stuck in  
25 their property?



1 THE WITNESS: The amount of construction  
2 activity in the actual road right-of-way does not  
3 change the grade very much at all. It may go up or  
4 down a couple of inches or so, but there's absolutely  
5 no need to obstruct the roadway for owners' use,  
6 emergency vehicles, or anything like that. So access  
7 will be maintained at all times.

8 CHAIRMAN HOMA: Okay.

9 MR. KNUTELSKY: Okay. Thank you very much.

10 CHAIRMAN HOMA: Rich, any questions.

11 MR. BRIGLIADORO: Yes. The only thing I  
12 wanted to discuss with the Applicant is, obviously we  
13 know that when the application, a variance application  
14 was presented to this Board a few months ago, and the  
15 Board denied that application. And during that hearing  
16 as Mr. Thomas indicated the Board had recommended  
17 relocating the cul-de-sac in order to provide a  
18 front-yard setback for the house on Lot 16.09 that will  
19 be compliant with the ordinance. So naturally that's  
20 the reason why the Applicant's back tonight.

21 So my question is, in the event, if the  
22 Board were to deny the application would the only thing  
23 left for the Applicant to do would be to take a house  
24 that's basically fully constructed --

25 MR. THOMAS: Destroy it.

1 MR. BRIGLIADORO: Okay.

2 MR. THOMAS: Simply destroy it.

3 MR. BRIGLIADORO: Hence the reason why --

4 MR. THOMAS: The reason why we're here.

5 MR. BRIGLIADORO: Right.

6 CHAIRMAN HOMA: Is there any time frame you  
7 have for this cul-de-sac construction?

8 THE WITNESS: From discussing it with the  
9 Applicant he wants the relocation -- and knowing it's  
10 tied into 16.09 -- he wants it done as soon as  
11 possible. So the only thing that I require is the  
12 location of the utilities. I will change the plans  
13 within a couple of days. File them with the Board.  
14 Send them directly to Mr. Knutelsky who I've worked  
15 with on numerous other projects out of town. So I see  
16 any reason anything should be delayed.

17 CHAIRMAN HOMA: I was asking about time,  
18 how long it will take?

19 MR. THOMAS: You're talking about  
20 construction time?

21 CHAIRMAN HOMA: Yes, construction starts  
22 when?

23 MR. THOMAS: What do you think the  
24 construction time will be once you get all the  
25 preliminary things worked out?

1 THE WITNESS: Ten working days.

2 CHAIRMAN HOMA: Ten days?

3 THE WITNESS: That's it.

4 CHAIRMAN HOMA: As long as everybody gets  
5 on board.

6 THE WITNESS: Once we get approvals.

7 CHAIRMAN HOMA: And approvals. Right. Any  
8 questions?

9 BOARD MEMBER CAIAZZO: I have one more  
10 question. On Lot 16.11 I understand that there will be  
11 some modification in reference to the driveway, and if  
12 that's true supposedly the owner of that lot does not  
13 concur.

14 MR. THOMAS: Well, the -- well, then, I  
15 guess that becomes an individual issue between the  
16 owner of that lot and the Applicant. I don't  
17 understand why such a position would be taken since  
18 there is no impact with regard to his lot, and that the  
19 Applicant is indicating that they will construct a new  
20 addition, if you will, or addition to the driveway, and  
21 they will make sure that it matches exactly the  
22 existing driveway. And it's already been offered that  
23 it will be seal coated appropriately. And as has been  
24 suggested by your engineer, Mr. Knutelsky, and we have  
25 agreed to it, that any asphalt that might be otherwise

1 on the property that becomes useless that will be  
2 appropriately removed and graded and seeded and et  
3 cetera.

4 So all of the items that we have talked  
5 about we have agreed to. So I don't see that there's  
6 any reason why this application has any impact in  
7 regard to any of the lots, whether it be the lot for  
8 Mr. Burger in Lot 11, or for that matter the lots that  
9 are now currently unoccupied which are 10 and 12.

10 BOARD MEMBER CAIAZZO: Thank you.

11 THE WITNESS: Can I just add one thing to  
12 that?

13 MR. THOMAS: Sure.

14 THE WITNESS: All the driveway extension is  
15 within the road right-of-way and not on this private  
16 property.

17 MR. THOMAS: Oh. And that makes it a big  
18 difference as well. So that issue really doesn't  
19 apply.

20 CHAIRMAN HOMA: Any comments from the  
21 professionals?

22 MR. KNUTELSKY: Mr. Chairman, I have no  
23 other comments at this time?

24 MR. BRIGLIADORO: Neither do I, Mr.  
25 Chairman.

1                   CHAIRMAN HOMA: All right. The Board no  
2 has no comments, so it's open to the public.

3                   MR. THOMAS: Mr. Burger, you need to be  
4 sworn.

5                   MR. BURGER: I heard him.

6                   MR. BRIGLIADORO: Mr. Burger, if you could  
7 just --

8                   MR. BURGER: All right. I heard the man.

9                   MR. BRIGLIADORO: That's right. Pull it  
10 over closer to you. That's fine. Just try to keep  
11 your voice up so let me swear you in. I know you know  
12 the drill.

13                   MR. BURGER: No, I don't.

14                   MR. BRIGLIADORO: Do you swear or affirm  
15 the testimony you're about to give before this Board is  
16 going to be the truth, the whole truth, and nothing but  
17 the truth?

18                   MR. BURGER: I do.

19                   J O H N   B U R G E R, having been duly  
20 sworn, testified as follows:

21                   MR. BRIGLIADORO: Please tell us your name,  
22 spell your last name, and give us give us your address.

23                   MR. BURGER: My name is John Burger,  
24 B-u-r-g-e-r. I live at 7 Anthony Court. And I believe  
25 I'm the guy that's been mentioned many times tonight at

1 Lot 16.11. I've been told by other people it doesn't  
2 affect you, but it affects me greatly. So if I could,  
3 off the record a little bit, I'd like to extend --

4 CHAIRMAN HOMA: Everything is on the  
5 record. I don't know --

6 MR. BRIGLIADORO: John, everything's on the  
7 record.

8 MR. BURGER: I know. So I little bit of  
9 history. I'm very familiar with Aandrei J. Investors  
10 and Modern Method. They built my home. I'm familiar  
11 with Michael Kolody. He's a gentleman, unless -- so,  
12 let me do the best I can.

13 I'm not a lawyer. I'm not an engineer.  
14 I'm not a consultant. I'm nobody, just a homeowner.  
15 So let me compliment Mr. Knutelsky. He put a lot of  
16 good points in this summation here. A lot. I agree  
17 with a lot of them.

18 When it comes to these items one, two,  
19 three, four, five, six, seven, 25, 26, 27 and -- I  
20 mean, I don't understand it. That's for you guys to  
21 work out.

22 When it comes to Items One through 17 you  
23 answered some of the questions, who's going to maintain  
24 this.

25 HARDYSTON POLICE OFFICER: Pardon me.

1 Sorry. There is a panic alarm that went off here. A  
2 panic alarm went off in the municipal court.

3 MR. BURGER: From a truck?

4 MR. BRIGLIADORO: No, in here.

5 HARDYSTON POLICE OFFICER: NO. In this room  
6 a panic alarm went off. I mean, everyone appears to be  
7 in good health here. I just wanted to make sure that  
8 everything is okay. That's all right. Enjoy the  
9 night.

10 MR. BURGER: So like I said, you made some  
11 really good bullet points in my opinion. You addressed  
12 a lot of the issues that I as the homeowner would be  
13 concerned about.

14 I built a four-bedroom house at the end of  
15 the cul-de-sac, a double-shaped cul-de-sac. Aandrei J.  
16 Investors and Modern Method built it. When you do that  
17 I built it at the end of a cul-de-sac for a reason,  
18 privacy, you know, security. I've got farmland behind  
19 me, all those kinds of things. This thing is just a  
20 mess in my opinion. It creates more problems than it  
21 answers anything. I mean, it's no one's fault other  
22 than the Applicant why a house was built 35 feet or  
23 30 feet into the right-of-way.

24 So this driveway, again, I'm not an  
25 engineer, I'm not a lawyer, I'm nothing. These plans

1 that were submitted, a normal person can't make heads  
2 or tails out of it. I'm not the brightest guy but I  
3 can read it. I've talked to other people in town and  
4 they couldn't understand it either. But irregardless,  
5 there's a lot of factual errors on here. My driveway  
6 is paved. It's not a gravel driveway. It's a pretty  
7 long driveway. When I built the house the house was  
8 put 2.89 acres, it was put towards the back so I have  
9 plenty -- so I have a long driveway.

10 So with this here it's going to make the  
11 driveway 50 feet longer than I have. Again, who's  
12 going to maintain it? Who's -- with the adversarial  
13 relationship with Aandrei J. Investors what's he going  
14 to tell me, I can't walk in that area if it's done? I  
15 mean, you know, it's just another factual error. And  
16 if I'm pointing out things that don't make sense, tell  
17 me. To me they make sense.

18 Owner applicant Aandrei J. Investors, LLC,  
19 David Hook, 6 Davon Court, Hamburg. He doesn't live  
20 there. That's not -- the Mihaliks live there. He sold  
21 that house four, five years ago to the Mihaliks. What  
22 are you listing 6 Davon Court as an address? I mean,  
23 shouldn't it be the correct address from the Applicant?

24 Who owns who? When I built the house it  
25 was Modern Method, Modern Method Flooring. What is it



1 now? Modern Method who? You know, the names keep  
2 changing.

3           Like I said, I'm the guy at 16.11. My  
4 whole world gets upside down. I built the house at the  
5 end of a bubble shaped cul-de-sac because someone --  
6 I've got to watch my words -- violated the right-of-way  
7 cul-de-sac, we all have to suffer? I have to suffer?  
8 It doesn't address anything. It doesn't address the  
9 sewers. Why aren't the two sewers up the road? It's  
10 not -- I think the testimony was that it's at the end  
11 of the cul-de-sac. End of the cul-de-sac the other  
12 way, not the cul-de-sac that's in front of my house.  
13 There's no drainage there. Period. When it rains it  
14 all pools up.

15           How are you going to address that? You're  
16 not addressing any of the storm sewers or anything.  
17 Again, my view you conveniently are changing this  
18 cul-de-sac before -- I'm sorry, after the storm  
19 drainage. Where is all this water going to go when you  
20 change all elevations and blah, blah, blah.

21           It brought up there's a utility light. On  
22 the bubble shaped cul-de-sac as you're looking at my  
23 house it's to the right. As it is now at night that  
24 thing shines into our upper bedroom. Not complaining.  
25 Where are you going to locate this light to now?

1 There's no telling where it's going to be located to.

2           If you change the shape of the cul-de-sac  
3 you're going to come down a road and in somewhere 50  
4 feet out, I guess, from where my house is now it's  
5 going to swing to the left if you're looking at my  
6 home. That's where the "P" is going to be. You're  
7 going to create a bunch of traffic coming down the  
8 road. Instead of having a wide bubble-shaped  
9 cul-de-sac you're going to come down the road now and  
10 swing right in front of my house to go off to the  
11 cul-de-sac at the left. A lot of problems. It just  
12 creates a lot of problems in my view.

13           It doesn't address anything. Let me say  
14 some of the things that Mr. Knutelsky pointed out.  
15 Who's going to do this work? It took two years to  
16 build the existing house, approximately. Okay. It  
17 took over two years. Who's going to create this what I  
18 consider this monstrosity "P" shaped cul-de-sac?  
19 There's nothing marked. There's no markers. There's  
20 no monument. There's no pin set. There's no nothing.

21           I know Mr. Kolody because he did my survey  
22 on my house and then he retired to Florida, I think.  
23 But irregardless, he's a gentleman. So I believe it  
24 was July 17th there was construction going on where it  
25 wasn't supposed to be in this "P" shape. So the

1 Township was notified. Mr. Butto came down. Mr.  
2 Kolody was there and I went outside and Mike says to  
3 me, oh, you don't recognize me, right? I said no,  
4 honestly I don't. I'm Mike Kolody. Hey, how are you  
5 doing? We started talking. Within ten minutes  
6 someone -- I won't say who, because you've got to watch  
7 who you mention, someone from Aandrei J. Investors come  
8 running across the cul-de-sac from the house,  
9 chastising me and chastising Mr. Kolody that I  
10 shouldn't be talking to him. They were paying for --  
11 he's working on my dime I think was the terminology  
12 that was used. He was embarrassed; I was embarrassed.  
13 I mean, is this how the rest of this is going to go?  
14                   Like I said it creates a lot of problems.  
15 It doesn't just the roads. I see somewhere in there  
16 where the cul-de-sac -- I was going to bring pictures  
17 down tonight, if anybody from the Board hasn't been in  
18 the development. The roads are atrocious, the  
19 cul-de-sac is atrocious. The whole cul-de-sac is  
20 falling apart. Crumbling is the word I'll use. How  
21 are you going to -- where is it, saw cut a crumbling  
22 cul-de-sac? How is anybody going to do that? That's  
23 the kind of job you're proposing? You know, the whole  
24 thing should be ripped up if that is what the Board is  
25 going to approve this thing. The whole road should be

1 ripped up. Put the proper gravel in.

2 CHAIRMAN HOMA: Excuse me, can we just stay  
3 on cue?

4 MR. BURGER: I'm trying to stay on cue.  
5 Correct me when I'm, you know --

6 CHAIRMAN HOMA: We don't care about the  
7 construction part. There will be inspectors at  
8 different stages.

9 MR. BURGER: Well, wouldn't that be a  
10 concern? If for seven years I'm living in a cul-de-sac  
11 that has dirt coming through that's crumbled, okay, the  
12 Township pulled a bond two, three years ago and I was  
13 told that we're going to repave. Nobody's repaved.  
14 Then it got to be, well, we don't know who owns the  
15 road.

16 CHAIRMAN HOMA: Let's limit it to your  
17 objections. That's all going to be covered by the  
18 construction part.

19 MR. BURGER: Well, I think I am addressing  
20 construction, but -- okay. So being the Township has  
21 pulled the Applicant's bond are you going to require a  
22 new bond? Are you going to require however that works?  
23 I don't know. How are you going to guarantee that the  
24 work is done?

25 MR. BRIGLIADORO: That's beyond the scope.

1                   CHAIRMAN HOMA: That's beyond the scope of  
2 what we're on right now.

3                   MR. BRIGLIADORO: That's an issue for the  
4 Township, if this were to be approved.

5                   MR. BURGER: All right. So that's an issue  
6 for the Township. And I don't know if this is an issue  
7 for the Township. My understanding was when I built  
8 there --

9                   HARDYSTON POLICE OFFICER: It's going off  
10 again.

11                  CHAIRMAN HOMA: Do you know where it is?

12                  HARDYSTON POLICE OFFICER: It should be in  
13 the center underneath the desk.

14                  (Whereupon, there is a pause in the  
15 proceedings.)

16                  CHAIRMAN HOMA: Can we wind this down?

17                  MR. BURGER: Pardon?

18                  CHAIRMAN HOMA: Can we wind this down and  
19 wrap up?

20                  MR. BURGER: I'm trying to be as fast as I  
21 can.

22                  CHAIRMAN HOMA: Okay. Let's stay on the  
23 subject.

24                  MR. BURGER: Okay. So we're going go one,  
25 two, three, four, five, six, seven, just like what Mr.

1 Knutelsky is saying. Like I said, I agree with a lot  
2 of the questions he asked. He asked very good  
3 questions that I'm concerned about.

4 Number two, who's going to do the  
5 maintenance? Nobody's doing it now, but who's going to  
6 do it if this thing is approved?

7 Number three, you're going to move a longer  
8 driveway into the road. That's going to get at -- the  
9 19,000-square feet approximately is going to be added  
10 onto 16.09. So 16.09 gains property. Right. It's  
11 going to come off of the lot across the street which is  
12 16.12.

13 MR. BRIGLIADORO: Just Mr. Burger, you may  
14 have said 19,000, it's 1,920 feet.

15 MR. THOMAS: Correct.

16 MR. BURGER: What did I say? McAllisters  
17 house is 16.10?

18 MR. THOMAS: No, 16.09.

19 MR. BURGER: No, I'm sorry, 16.09.

20 MR. BRIGLIADORO: 16.09.

21 MR. BURGER: 16.10 is the lot between me  
22 and Mr. McAllister. I'm 16.11.

23 MR. BRIGLIADORO: Right. I was just -- I  
24 thought you said 19,000 plus or minus square feet is  
25 going to the McAllister but it's only 1,900. That's

1 all. We're just trying to clarify the record.

2 THE WITNESS: It says 1,923. Is that what  
3 it says?

4 MR. BRIGLIADORO: Right. That's what it  
5 says, but you said 19,000. That's all. We're just  
6 correcting you.

7 MR. BURGER: 1,923.4-square feet.

8 CHAIRMAN HOMA: I think this is enough. We  
9 have heard your arguments. We should really get back  
10 to our case here.

11 MR. BURGER: Okay.

12 MR. THOMAS: I have no questions of Mr.  
13 Burger.

14 CHAIRMAN HOMA: Anybody else from the  
15 public? (No response.) Seeing no one, close it to the  
16 public.

17 MR. THOMAS: Mr. Chairman -- hold on. Just  
18 a couple of quick responses from Mr. Kolody. He'll be  
19 very quick. Do you mind if I sit down?

20 CHAIRMAN HOMA: Yeah, go ahead.

21 EXAMINATION OF MR. KOLODY BY MR. THOMAS:

22 Q. Mike, Mr. Burger indicated that his  
23 driveway is paved. You understand that it's paved;  
24 correct?

25 A. Yes, I do. That's an error on my part that

1 I will correct. I took that information off the  
2 survey. I did -- when he got a CO. He paved it  
3 subsequently to that.

4 Q. And you already indicated that the driveway  
5 will be paved and you also indicated that the Applicant  
6 will seal coat it so it will look exactly the same as  
7 his existing driveway; is that correct?

8 A. Yes.

9 Q. And he also raised a question with regard  
10 to will you be able to walk on the driveway that's in  
11 the right-of-way with the implication that the Hooks  
12 are going to interfere with that. Is that possible  
13 because it's in the right-of-way?

14 A. No.

15 Q. Okay. He talked about the concern about  
16 storm, sewer, and drainage. You've evaluated the  
17 drainage; is that correct?

18 A. Yes, I have.

19 Q. Is there any modification that is going to  
20 occur to the drainage and the stormwater with a bulb  
21 cul-de-sac versus the "P" cul-de-sac?

22 A. It's not a "P" cul-de-sac. It's going to  
23 be a bulb.

24 Q. He indicated further that the light that  
25 currently exists shines into his bedroom. The light is



1 going to be reconfigured or relocated; correct?

2 A. Yes.

3 Q. And that's something that can be dealt with  
4 in the field?

5 A. That relocation will in all likely be  
6 specified by the utility company.

7 Q. All right. Now, he mentioned something. I  
8 just was a little concerned, but I'll bring it up. He  
9 mentioned something about creating traffic. This  
10 particular action does not create any more traffic  
11 because it does not create any more lots; correct?

12 A. Correct.

13 MR. THOMAS: Okay. I would just like to  
14 make a quick summation, if I could.

15 CHAIRMAN HOMA: Go ahead.

16 MR. THOMAS: Oh, one more comment by Mr.  
17 Kolody.

18 THE WITNESS: I appreciate how finely Mr.  
19 Burger went over this plat. He picked out two errors  
20 that I made, grammatical errors that I will, of course,  
21 correct them. He also referred to conversation I  
22 witnessed. I was not embarrassed. I have a very thick  
23 skin and I've been doing this for 50 years. People can  
24 say what people say. Thank you. I appreciate being  
25 before this Board. I think it's the one I missed in

1 Sussex County.

2 MR. THOMAS: Well, now you've completed  
3 your career.

4 THE WITNESS: Except for Walpack.

5 CHAIRMAN HOMA: You can retire now.

6 THE WITNESS: I'm trying to.

7 MR. THOMAS: I'm going to be very brief.  
8 We have presented our case. I'm not going to review it  
9 specifically but I do want to address some of the  
10 comments that were made by Mr. Burger.

11 I'm not here to pretend that I could  
12 persuade Mr. Burger that he will like the Hooks.  
13 That's impossible. I'm not going to be able to do  
14 that. I can talk and talk and talk and that's what I  
15 do for a living, but I'm not able to persuade him that  
16 he's going to end up liking the Hooks, and I understand  
17 that. But that's not really the issue.

18 He pointed out he wanted to go to the  
19 facts. And everybody can have their own opinion, but  
20 you can't have your own facts. And the facts are that  
21 he does agree with Mr. Knutelsky's report. So do we.  
22 He also has indicated some other things that Mr. Kolody  
23 has responded to and made it very clear that while I  
24 understand he's not an engineer or an attorney but he  
25 made some statements that maybe he just misunderstood

1 and I can appreciate that; whereby, he is not able to  
2 walk on this new driveway. Of course he's able to walk  
3 on the new driveway. You know that. The mere fact  
4 that it's in the right-of-way does not prohibit him  
5 from doing that.

6           So what I'm really saying ladies and  
7 gentlemen is that we have made every attempt to end up  
8 complying with what we think is your request to have  
9 this home be able to be lived in by the McAllisters who  
10 have been here for some considerable period of time  
11 waiting patiently to be able to acquire or take  
12 possession of this home.

13           The Applicant has made the effort to move  
14 the cul-de-sac. They will be doing that. They have  
15 made it clear that now the variance is eliminated and  
16 we think that what has been proposed is an appropriate  
17 Resolution of this matter and we are seeking to simply  
18 get an amendment to the prior Preliminary and Final  
19 Major Subdivision as it relates to this particular  
20 section. And if there's a need to do a modified  
21 developer's agreement we can end up doing that either  
22 with your Counsel, or with the Township Counsel,  
23 whatever works, and whatever the conditions are which  
24 we have already talked about and stated that we are  
25 perfectly happy to abide by all of them and we agree

1 with all of them.

2 So with that ladies and gentlemen we would  
3 appreciate and we do appreciate your attendance, number  
4 one. We appreciate your attention, and we would  
5 appreciate your vote in favor of this application.  
6 Thank you very much. And I'm happy to answer any  
7 questions that any of the Board members may have either  
8 myself or Mr. Kolody, or for that matter Mr. Hook who  
9 testified previously. Thank you.

10 CHAIRMAN HOMA: Rich?

11 MR. BRIGLIADORO: Mr. Chairman, members of  
12 the Board, so the Applicant is seeking Amended  
13 Preliminary and Final Subdivision approval.  
14 Essentially, the Applicant's going to be relocating the  
15 bulb end of the cul-de-sac. Lot 16.09 will see an  
16 increase in lot area of 1,923.4-square feet, which will  
17 enable the Applicant to provide a 35.1 foot front yard  
18 setback, which is in compliance with the ordinance  
19 requirements. Lot 16.12 is going to see a reduction in  
20 lot area of 4,726.3-square feet. It will still be over  
21 62,000-square feet in area.

22 In terms of conditions, I know there have  
23 been a lot of representations on the record that the  
24 Applicant will comply with everything in Mr.  
25 Knutelsky's letter of August -- review report of August

1 11th. I think it's important that a Resolution, if the  
2 Board wants to look favorably upon this and approve the  
3 application, that as Mr. Knutelsky has recommended that  
4 there be a common driveway entrance for Lot 16.09,  
5 16.19 and 16.10, but just at the street. And then  
6 they'll each -- the driveways will split and one will  
7 go to 16.10 and one will go to 16.9.

8 The Applicant indicated that they would  
9 meet any COAH requirement. The Applicant is going to  
10 show the 10-foot wide shade trees on the plans. So all  
11 of the things that are indicated in Mr. Knutelsky's  
12 report the Applicant's going to comply with. And as  
13 Mr. Knutelsky indicated on the record that the Township  
14 would not be responsible for the maintenance of the  
15 areas of -- Tom, can you just --

16 MR. KNUTELSKY: Yes. Again, to reiterate,  
17 the Township will not be responsible for the expanded  
18 right-of-way outside the cartway in front of Lot 16.11  
19 and 16.10.

20 CHAIRMAN HOMA: Is there anything in our  
21 jurisdiction that would limit the CO being given until  
22 this is completed, the cul-de-sac?

23 MR. KNUTELSKY: Other than a condition  
24 there's nothing that will prohibit that.

25 MR. BRIGLIADORO: When you're dealing with

1 a CO that's within the province of the construction  
2 code official. So typically what happens with any  
3 application that comes before the Board, the Board  
4 approves it. There are conditions of approval. It  
5 goes to the zoning office or construction code  
6 official. Everybody looks at it, makes sure that all  
7 the conditions are satisfied, and once they're  
8 satisfied then they issue the COs.

9 BOARD MEMBER SAVIDIS: Can I ask a quick  
10 question? Is there a way to set a date positive for  
11 the completion?

12 MR. BRIGLIADORO: Can we set a date that it  
13 has to be completed by?

14 BOARD MEMBER SAVIDIS: Yes.

15 MR. BRIGLIADORO: I don't believe we can.

16 BOARD MEMBER SAVIDIS: Is that under our  
17 scope, and is that unfair to the Applicant?

18 MR. BRIGLIADORO: You can't really set a  
19 date that it has to be --

20 MR. THOMAS: I understand the tenor of the  
21 question. I don't know that I can stipulate a date  
22 certain, because right now the weather has been  
23 fabulous. I don't know what's going to happen next  
24 week. I know that -- I've spoken to my client and they  
25 indicate that they want to get it done as soon as

1 possible. Believe me, I've spoke to the McAllisters  
2 they want it done yesterday. And you heard from Mr.  
3 Kolody that the actual construction time I think he  
4 said was ten days?

5 THE WITNESS: Ten days. Ten working days.

6 MR. THOMAS: So it's a matter of just  
7 getting the maps done, which can be done very quickly.  
8 And then getting approval from the construction office  
9 and they're going to be ready to go. They have -- as I  
10 understand it they have the equipment ready and  
11 available and it can be done so that it can move  
12 forward very quickly. And we're going to talk to the  
13 construction office.

14 I'll be very frank, we think and I don't  
15 know that you are going to make any recommendations,  
16 but because of the fact that the house has already met  
17 all of the inspections and has passed all of the  
18 inspections from the construction office we are going  
19 to be asking the construction office to issue a  
20 temporary Certificate of Occupancy, but that will be up  
21 to the construction office and we'll discuss it with  
22 them.

23 BOARD MEMBER SAVIDIS: So you have a date,  
24 let's say October 2024 would be --

25 MR. THOMAS: Oh, I mean, if that's the date

1 you're talking about, sure. That's not a problem.

2 BOARD MEMBER ALFANO: Two months?

3 MR. THOMAS: You said 2024. Did you mean  
4 2023?

5 BOARD MEMBER SAVIDIS: No, 2024.

6 MR. BRIGLIADORO: Fine.

7 MR. THOMAS: Sure. That's not a -- yeah.

8 ADMINISTRATOR WILHELM: Mr. Brigliadoro, in  
9 my notes you had indicated you were looking at -- and  
10 it's not definitive -- are we going for a developer's  
11 agreement? Are we just --

12 MR. BRIGLIADORO: My recommendation would  
13 be that we put a condition in the Resolution that there  
14 be a developer's agreement or an amendment to the  
15 developer's agreement as directed by the Township.

16 MR. THOMAS: I don't have a problem with  
17 that. I'm hopeful that I can talk to Mr. Semrau and  
18 it's just simply an amendment to the existing  
19 developer's agreement. I think that's appropriate  
20 because we're only dealing with this cul-de-sac, but  
21 I'll talk to him about it.

22 BOARD MEMBER SAVIDIS: One more question.  
23 As far as the cleaning of the cul-de-sac you normally  
24 do maintenance on a cul-de-sac and you do maintenance  
25 for snow removal on the cul-de-sac; correct?



1           MR. THOMAS: It's my understanding that two  
2 things: One, until the road is accepted, yes, the  
3 developer will do that. It is also my understanding,  
4 which is why I represented it because I was concerned  
5 about it, that there were bonds that were called by the  
6 Township, they now have -- the Town now has \$360,000.  
7 If there's any issue with regard to maintenance I think  
8 the Town is in a position if they feel as though the  
9 maintenance is not being conducted they have \$360,000  
10 which provides for an awful lot of maintenance.

11           BOARD MEMBER SAVIDIS: The maintenance in  
12 which you have to do for the common area.

13           MR. THOMAS: You mean the cul-de-sac?

14           BOARD MEMBER SAVIDIS: For the area of the  
15 driveway that's been extended. Does that create a  
16 problem? Because you say it's now private property.

17           MR. THOMAS: I think it's kind of private  
18 property even though -- well, it's in the right-of-way,  
19 but again, that's going to be done in conjunction, and  
20 I'm not a contractor so I can't really speak  
21 definitively, but my belief is what's going to happen  
22 is there's going to be -- the modification of the  
23 cul-de-sac at the same time there will be the  
24 modification of the driveway so that it's all done  
25 currently. It makes no sense from my viewpoint to do

1 it otherwise. So that's what's going to be done at the  
2 same time. So within that ten days there will be the  
3 modification to the driveway, there will be the  
4 modification to the cul-de-sac.

5 BOARD MEMBER SAVIDIS: I'm talking about  
6 the maintenance of the snow removal ongoing.

7 MR. THOMAS: That will be the continued  
8 responsibility of each individual property owner as it  
9 has been throughout the township and throughout this  
10 particular subdivision when you end up having the  
11 Town -- and it's been very clear that Mr. Knutelsky has  
12 indicated that the Town is responsible for the cartway  
13 and that if there is a right-of-way that's on  
14 private -- it's sort of an option I want to say,  
15 right-of-way on private property. But generally  
16 speaking then that becomes the responsibility of the  
17 property owner. That's just the way it's always been.  
18 It's the way it's going to be here.

19 BOARD MEMBER SAVIDIS: The way it is  
20 everywhere else; correct?

21 MR. THOMAS: Correct.

22 CHAIRMAN HOMA: Rich, do we have a  
23 Resolution that you would recommend?

24 MR. BRIGLIADORO: Well, if the Board wants  
25 to look favorably it would be a Resolution to grant

1 Preliminary -- Amended Preliminary and Final  
2 Subdivision approval with the conditions that we have  
3 put on the record, and our standard conditions that we  
4 always put in there.

5 BOARD MEMBER GOODSON: I'll move the  
6 Resolution.

7 ADMINISTRATOR WILHELM: And there's a  
8 condition and there's a reason.

9 MR. BRIGLIADORO: To approve. Motion to  
10 approve. Okay.

11 BOARD MEMBER ALFANO: I'll second it.

12 ADMINISTRATOR WILHELM: Motion by Sally  
13 Goodson. Second by --

14 MR. BRIGLIADORO: Mr. Alfano.

15 ADMINISTRATOR WILHELM: Tony Alfano. Any  
16 further discussion? There being none, Brian Kaminski?

17 BOARD MEMBER KAMINSKI: Yes.

18 ADMINISTRATOR WILHELM: Sally Goodson?

19 BOARD MEMBER GOODSON: Yes.

20 ADMINISTRATOR WILHELM: Tony Alfano?

21 BOARD MEMBER ALFANO: Yes.

22 ADMINISTRATOR WILHELM: Savas Savidis?

23 BOARD MEMBER SAVIDIS: Yes.

24 ADMINISTRATOR WILHELM: James Caiazzo?

25 BOARD MEMBER CAIAZZO: Yes.

1 ADMINISTRATOR WILHELM: Carl Paladino?

2 BOARD MEMBER PALADINO: Yes.

3 ADMINISTRATOR WILHELM: Chairman Homa?

4 CHAIRMAN HOMA: Yes.

5 ADMINISTRATOR WILHELM: Motion carries.

6 MR. THOMAS: Ladies and gentlemen, thank  
7 you for your attention. Thank you very much for your  
8 attendance tonight. I know it's been a bit of an  
9 inconvenience. But I know that I appreciate it, the  
10 Applicant appreciates it, but most importantly the  
11 McAllisters appreciate it. Thank you again.

12 (Whereupon, the hearing on this application  
13 concludes at 8:38 p.m.)

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C E R T I F I C A T E

I, IRIS LA ROSA, a Notary Public and Certified Shorthand Reporter of the State of New Jersey, do hereby certify that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place, and on the date hereinbefore set forth.

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

\_\_\_\_\_

IRIS LA ROSA, CSR, RPR  
Certificate No. 30XI 00162800

Dated: \_\_\_\_\_

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