

Page 1

HARDYSTON TOWNSHIP  
JOINT LAND USE BOARD

IN THE MATTER OF: : TRANSCRIPT  
:  
APPLICATION: # LB-1-23-2 : OF  
WT SPE, LLC :  
Block 16, Lot 1 : PROCEEDINGS  
Minor Subdivision, "D" Variance :  
\_\_\_\_\_ X

Monday, May 13, 2024  
Municipal Building  
149 Wheatsworth Rd  
Hamburg, NJ 07419  
Commencing at 7:00 p.m.

BOARD MEMBERS PRESENT:

WILLIAM HICKERSON, Chairman  
JAMES HOMA  
CARL MILLER, (recused)  
ED ZINCK  
JAMES CAIAZZO  
SALLY GOODSON  
TONY ALFANO  
SAVAS SAVIDIS, (recused)  
VALLY CICERALE  
SCOTT LOBBAN, (recused)

ALSO PRESENT:  
ANN-MARIE WILHELM, Land Use Administrator  
MICHAEL G. VREELAND, P.E., P.P., Board Engineer

PRECISION REPORTING SERVICE  
Certified Shorthand Reporters  
(908) 642-4299

Page 2

1 APPEARANCES:  
2  
3 VOGEL CHAIT COLLINS SCHNEIDER, P.C.  
BY: THOMAS J. MOLICA, JR., ESQUIRE  
Attorneys for the Board  
4  
5 HEFELE COUNSELORS AT LAW  
ATTN: BERND HEFELE, ESQUIRE  
Attorneys for the Applicant  
6  
7  
8 GRIFFEN ALEXANDER, P.C.  
ATTN: JENNIFER ALEXANDER, ESQUIRE  
Attorneys for the Objectors, The Greens  
at Crystal Springs Homeowners Association  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 3

1 INDEX  
2  
3 WITNESS PAGE  
4 No witnesses are sworn.  
5  
6 EXHIBITS  
7  
8 EXHIBIT DESCRIPTION PAGE  
9 A-1 Aerial drone view of the  
subject site 5  
10  
11  
12  
13  
14  
15  
16 PUBLIC MEMBERS ARE SWORN:  
17 No public members are sworn  
18  
19  
20  
21  
22  
23  
24  
25

Page 4

1 CHAIRMAN HICKERSON: Completeness reviews.  
2 There are no completeness reviews scheduled.  
3 Hearings: LB-1-23-2, WT SPE, LLC, Minor  
4 Subdivision, "D" Variance, Block 16, Lot 1.  
5 BOARD MEMBER MILLER: I'm going to step  
6 down for that.  
7 BOARD MEMBER SAVIDIS: I will step down.  
8 BOARD MEMBER LOBBAN: Going to step down.  
9 SECRETARY WILHELM: For the record, Savas  
10 Savidis is recused from this matter, and Board members  
11 Carl Miller and Scott Lobban are not participating.  
12 MR. HEFELE: Okay. Thank you, Mr.  
13 Chairman, Board members. Bernd Hefele on behalf of the  
14 Applicant, and this is our continuing application for  
15 two lot minor subdivision creating two single-family  
16 building lots on a cul-de-sac at the end of Country  
17 Lane in the Crystal Springs development.  
18 We were before the Board on this a couple  
19 of times in the past. And I think the Board may  
20 remember the application. These were exhibits that we  
21 introduced last time around just to bring everybody  
22 back up to speed. This is the Crystal Springs  
23 clubhouse over here. This is the Country Lane Greens  
24 Homeowners Association Subdivision, Residential  
25 Subdivision.

1 MR. MOLICA: What exhibit is that, Counsel?  
 2 MR. HEFELE: That's Exhibit-A.  
 3 MR. MOLICA: Exhibit-A?  
 4 MR. HEFELE: That was the aerial drone view  
 5 of the subject site.  
 6 MR. MOLICA: Is it A-1 or is it --  
 7 MR. HEFELE: A-1, yes. Applicant-1. Okay.  
 8 So this is an aerial view of the property and these are  
 9 the two lots that we're talking about, this lot off the  
 10 cul-de-sac on this side, and the lot off of the  
 11 cul-de-sac over here. And these lots are proposed to  
 12 be residential subdivided lots to be incorporated into  
 13 The Greens Homeowners Association.  
 14 So the lots were essentially, they're all  
 15 conforming in size. They met all the Ordinance  
 16 requirements. And the issue last time around that we  
 17 came down to after we had put in all of our testimony  
 18 from our experts and our professionals, we had  
 19 testimony from the Objectors and also from The Greens  
 20 Homeowners Association and we had some commentary from  
 21 the Board, and what it really boiled down to was an  
 22 issue with regard to the utilization of the property  
 23 post subdivision as potentially a golf villa,  
 24 short-term rental, and/or something that would not fit  
 25 into The Greens Homeowners Association development much

1 reached an agreement with regard to that. So I think  
 2 we now are at the position where we can actually let  
 3 the Board vote on the minor subdivision. And Ms.  
 4 Alexander is here in the room tonight so maybe she  
 5 wants to come up.  
 6 MR. MOLICA: Counsel, do you have copies of  
 7 the agreement that you're referencing?  
 8 MR. HEFELE: I do.  
 9 MR. MOLICA: So why don't we mark that as  
 10 an exhibit.  
 11 MR. HEFELE: Yes. We have A-3 -- A-4, I'm  
 12 sorry. We had A-1 through three last time, so this is  
 13 A-4.  
 14 MR. MOLICA: For the record, what is the  
 15 exhibit entitled?  
 16 MR. HEFELE: It says -- well, it's entitled  
 17 proposed Resolution to the Hardyston Land Use Board.  
 18 And what it does is it sets forth basically what I just  
 19 set forth on the record. And I think we probably -- I  
 20 think Ms. Alexander wants to read this into the record,  
 21 which is fine with me.  
 22 MR. MOLICA: So we'll mark this as Exhibit  
 23 A-4 with today's date. Was it distributed to the  
 24 Board?  
 25 SECRETARY WILHELM: Yes. Board members all

1 the same as the lots that already exist.  
 2 So we had testimony from Mr. Mulvihill, if  
 3 you remember, and we did not reach a resolution. The  
 4 Objectors put their opinions on the record, and that's  
 5 where we left the last meeting. So since that time we  
 6 have had a number of meetings with The Greens  
 7 Homeowners Association with regard to the utilization  
 8 issues for the property, and I'm happy to report that  
 9 we have come to some resolution with regard to that.  
 10 And specifically the applicant has agreed  
 11 not to utilize the properties for golf villas, or for  
 12 short-term rentals. And that the properties would be  
 13 used for residential construction basically putting in  
 14 homes that are similar and basically mimicking The  
 15 Greens subdivision homes that exist today.  
 16 So after a number of meetings and phone  
 17 conversations and whatnot we, Ms. Alexander and I, the  
 18 attorney for the Objectors, reached an agreement with  
 19 regard to those items, and we drafted that up and we're  
 20 prepared to record that agreement and those  
 21 restrictions with regard to the lots along with the  
 22 Deeds. So we forwarded that to Mr. Molica and Ms.  
 23 Alexander. Mr. Molica and I had a conversation earlier  
 24 this week regarding our approach to that and these  
 25 restrictions and how we were going to do that. We

1 have a copy. It's attached to the April 29th letter  
 2 addressed to Mr. Molica, which was forwarded by Bernd  
 3 Hefele.  
 4 MS. ALEXANDER: Thank you. Good evening,  
 5 everyone. Jennifer Alexander from the law firm of  
 6 Griffen Alexander, P.C. I do represent The Greens at  
 7 Crystal Springs Homeowners Association. I appreciate  
 8 the comments from Bernd this evening, and he is  
 9 correct. After many meetings we were able to come up  
 10 with a resolution.  
 11 What's important to my Association is that  
 12 I do read this into the record and that it not only be  
 13 attached as a Deed Restriction, which has been agreed  
 14 upon, but not only as an exhibit to all -- to the  
 15 application, but also an exhibit to the actual  
 16 Resolution, and that has been agreed upon from my  
 17 understanding with the Applicant's Attorney and Mr.  
 18 Molica as well.  
 19 I'll read this quickly. So I do appreciate  
 20 your patience, but again it took us a long time to get  
 21 here with my Homeowners and I want to the make sure I'm  
 22 doing the right thing by reading this.  
 23 So the proposed Resolution to the Hardyston  
 24 Land Use Board this again is regarding the Land Use  
 25 application that was originally dated May 18, 2023.

Page 9

1 The Applicant requests that the application for minor  
 2 subdivision at the Country Lane cul-de-sac be approved  
 3 with the following conditions:  
 4 The newly created lots shall be zoned as  
 5 residential and become part of The Greens HOA subject  
 6 to all the rules and resolutions of that Association.  
 7 Applicant will not utilize either property  
 8 for rentals of less than six months pursuant to Article  
 9 10, Section 1001-G of The Greens Declaration.  
 10 Applicant will not construct or utilize  
 11 either property for a golf villa. Further, the only  
 12 allowable structure on either property will be a  
 13 single-family residence that is substantially similar  
 14 in size, scope, nature, and architecture to the rest of  
 15 the homes now located on Country Lane.  
 16 Each resident must have a two-car garage  
 17 and be a maximum of two stories plus an optional  
 18 basement.  
 19 Applicant further agrees that the square  
 20 footage of either structure shall not be less than that  
 21 of the smallest square footage home now located on  
 22 Country Lane.  
 23 Applicant must obtain written approval from  
 24 The Greens HOA Board of the proposed plans which shall  
 25 not be unreasonably withheld, including but not limited

Page 11

1 compliance with environmental and legal conditions and  
 2 ordinances imposed by the state of New Jersey and  
 3 Hardyston Township, recognizing that some variances may  
 4 be required. As such The Greens HOA Board of Directors  
 5 agreed that it will not oppose the building of Golf  
 6 Village at that location.  
 7 Agreed to by the applicant WT SPE, LLC,  
 8 Applicant shall be responsible for modifying the  
 9 necessary DCA documents and refile any updated Master  
 10 Deed which process will commence within one month of  
 11 subdivision approval by the Hardyston Land Use Board  
 12 and proceed in a timely manner.  
 13 The Applicant shall also be responsible for  
 14 all legal costs associated with the necessary  
 15 modifications made to the Association's governing  
 16 documents.  
 17 Upon submitting a notice to The Greens  
 18 community explaining the proposed amendment to the  
 19 governing document the Applicant will provide for a  
 20 period of at least four months between the mailing of  
 21 the initial notice and the date the ballots are to be  
 22 counted. This will allow the Board to campaign for the  
 23 amendment and collect the votes necessary to approve  
 24 the amendment.  
 25 If the amendment does not pass the

Page 10

1 to design and square footage prior to the proceedings  
 2 -- prior to proceeding with the building permits.  
 3 The Greens Homeowners Association must be  
 4 provided with copies of all the building permits issued  
 5 for the construction of any home. Buildings must allow  
 6 for emergency vehicle access from the lodge area. If  
 7 Applicant sells either property the buyer and any buyer  
 8 of theirs in perpetuity must agree to any and all  
 9 restrictions, conditions in this agreement.  
 10 Applicant will comply with the construction  
 11 cleanup to ensure the safety of those within the  
 12 surrounding area. If during the construction of such  
 13 single-family homes Country Road is damaged the  
 14 Applicant will repair such damage prior to closing out  
 15 the building permits.  
 16 The current signs located on Country Lane  
 17 cul-de-sac stating "Golf carts not permitted" shall not  
 18 be removed."  
 19 Agreements related to the proposed  
 20 resolution agreed to by The Greens HOA report for golf  
 21 villas at Circular Street end of Sugar Maple Lane.  
 22 The Greens HOA Board believes that the  
 23 building of Golf Village at Circular Street is likely  
 24 to be an improvement to Crystal Springs and the  
 25 neighborhood known as The Bluffs. This report is in

Page 12

1 applicant will allow the Association and will not  
 2 interfere with the Association's effort to seek  
 3 declaratory judgment to enforce the amendment and  
 4 therefore allow the single-family homes to become part  
 5 of The Greens Association.  
 6 Should an unfavorable decision be made by  
 7 the Court as to the declaratory judgment the HOA Board  
 8 accepts that the two lots single-family home will not  
 9 become part of The Greens HOA. If the two single  
 10 family homes do not become part of the Association due  
 11 to either community objection to the amendment, and/or  
 12 an unfavorable result to the declaratory judgment the  
 13 Applicant agrees that the homes built on the two lots  
 14 must be sold as single-family homes and at no time will  
 15 they be short-term rentals.  
 16 Applicant also confirms that he has  
 17 fully -- has full authority to allow the two newly  
 18 created lots become part of The Greens Association, and  
 19 the Applicant does not require a vote or approval from  
 20 the Grand Cascades Hotel, another community  
 21 association, or any other entity before moving forward.  
 22 To ensure that any prospective third-party  
 23 buyer of the undeveloped property is aware of the  
 24 building restrictions in this agreement, Applicant will  
 25 report a Deed restriction to that effect in the Sussex

1 County Clerk's office.  
 2 And I thank you for your time for allowing  
 3 me to read that into the record. And I do again just  
 4 want to emphasize that that will be part of a Deed  
 5 restriction and that that agreement alone will be  
 6 attached as an exhibit to the Resolution should the  
 7 Planning Board approve this application. Thank you.  
 8 MR. HEFELE: Okay. So with that, obviously  
 9 you can see we spent some time putting this together  
 10 and that's why you haven't seen us for a few months.  
 11 But the good news is that we were able to reach  
 12 agreement.  
 13 Now, many of the items in this document  
 14 obviously have nothing to do with the Land Use Board.  
 15 They're enforceable between us and the Homeowner's  
 16 Association by virtue of that Deed restriction. So the  
 17 issue really and the decision before the Board remains  
 18 again this two-lot minor subdivision wherein we're  
 19 proposing conforming lots, and obviously the Board is  
 20 going to have the ability to implement the use  
 21 restriction with regard to golf villas and short-term  
 22 rentals. But most of the rest of that is going to be  
 23 between the Applicant and the Homeowner's Association,  
 24 but as was stated it's going to be recorded with the  
 25 Deed so that it is enforceable in perpetuity going

1 requirement of the municipality when you take a look at  
 2 all of the real estate and what's actually on it.  
 3 BOARD MEMBER ALFANO: I have a question.  
 4 What's the smallest square footage home areas right now  
 5 on Country Lane? Since the new construction can't be  
 6 less than that, and that lot is smaller, so we want to  
 7 know what size is the minimum size house.  
 8 MR. HEFELE: Yeah. I'm trying to remember.  
 9 I think it was 2,400 square feet, something along those  
 10 lines.  
 11 BOARD MEMBER ALFANO: So two levels,  
 12 1,200 square feet will work, and it says current signs  
 13 located, golf carts not permitted. I'm assuming that's  
 14 just on the street, not on the homeowner that liked the  
 15 house, who owns a golf cart playing golf. They can  
 16 park their golf cart just like the rest of Country Lane  
 17 in their garage.  
 18 MR. HEFELE: That's correct.  
 19 BOARD MEMBER ALFANO: And I'm assuming that  
 20 you're not going to sell to a corporation?  
 21 MR. HEFELE: You know, I mean, quite  
 22 frankly we don't know what's going to happen with these  
 23 lots right now. And I think Mr. Mulvihill testified to  
 24 that. I mean, we're going to do the subdivision, we  
 25 may sell these lots, but they'll have a Deed

1 forward.  
 2 And that's essentially the application. So  
 3 it took us a long time to get here, but we're here and  
 4 we're ready for the Board to act on it.  
 5 MR. MOLICA: And the Applicant's okay  
 6 submitting the form of Deed restriction --  
 7 MR. HEFELE: To you, yes.  
 8 MR. MOLICA: -- to me and Mr. Vreeland for  
 9 review and approval?  
 10 MR. HEFELE: The way we discussed it.  
 11 Absolutely.  
 12 CHAIRMAN HICKERSON: The reason that you're  
 13 here on this Class D Variance, it's no longer a Class  
 14 D.  
 15 MR. MOLICA: It's a floor area ratio  
 16 variance under Section D-4 of Section 70 of the Land  
 17 Use Law. So it still needs "D" Variance relief.  
 18 MR. HEFELE: Yes. And that was part of the  
 19 testimony we had put in at the last meeting with regard  
 20 to the proofs on that. And that's really driven  
 21 because of the hotel that's on the property because of  
 22 all the rooms that are in there. So it is a D-4  
 23 Variance but it's really a technicality.  
 24 And at the end of the day the FAR for the  
 25 Crystal Springs development itself is way below the

1 restriction attached to it, or we may very well build  
 2 these lots also, depending on how it goes.  
 3 BOARD MEMBER ALFANO: But if you're a  
 4 corporation that buys it and you want to use it for  
 5 executive short-term -- for your executives like in  
 6 Thorlabs or whoever, could that be still done and still  
 7 complied with the rules?  
 8 MR. HEFELE: Yes. I mean, it still has to  
 9 be used as a residential home in accordance with these  
 10 restrictions.  
 11 BOARD MEMBER ALFANO: And no less than six  
 12 months?  
 13 MR. HEFELE: Right. So the Title may go  
 14 into a corporation, it may go into an LLC, it may go to  
 15 an individual. I really can't determine that right  
 16 now.  
 17 BOARD MEMBER ALFANO: But the occupants  
 18 have to be there no less than six months.  
 19 MR. HEFELE: Right.  
 20 MR. MOLICA: The restrictions in the Deed  
 21 apply to anybody, be it a person or a corporation those  
 22 restrictions will always apply no matter who owns the  
 23 lot.  
 24 MR. HEFELE: Yes.  
 25 BOARD MEMBER CICERALE: You said that the

1 minimum is 2,400 square feet. What is the maximum on  
 2 Country Lane?  
 3 MR. HEFELE: I don't know what the maximum  
 4 is. I really -- I'm not sure, but whatever gets  
 5 designed on these lots will have to obviously conform  
 6 to the Ordinances and building code, and is also  
 7 subject to review by The Greens. So we really can't  
 8 get building permit without them signing off on it.  
 9 BOARD MEMBER CICERALE: But my concern is  
 10 that these lots appear to be smaller.  
 11 MR. HEFELE: They're not. As a matter of  
 12 fact, the lots are -- the requirement in the zone is  
 13 7,500 square feet, and I think these are, I have to  
 14 look at the plan, I think one is 9,000 square feet and  
 15 I think the other one is 12 -- so these are  
 16 substantially larger lots than what are required in the  
 17 zone.  
 18 MR. VREELAND: I had taken the opportunity  
 19 to look at the subdivision plat that was recorded for  
 20 this section, and I believe the smallest lot in the  
 21 recorded subdivision was about 9,300 square feet, which  
 22 is about the size of the smaller of the two proposed  
 23 lots.  
 24 MR. HEFELE: Right. But it's well within  
 25 the Ordinance requirement of size.

1 MR. HEFELE: I don't quite know, but we're  
 2 going to become a member of The Greens Homeowners  
 3 Association and we'll be subject to all the rules and  
 4 regulations of that Association. So however they  
 5 permit subletting or don't permit it that's what we  
 6 would be subject to.  
 7 BOARD MEMBER CICERALE: Could The Greens  
 8 answer that?  
 9 BOARD MEMBER ALFANO: Yes, Ms. Alexander,  
 10 maybe you can answer that.  
 11 MS. ALEXANDER: So that's where the six  
 12 months comes from, so there's no type of Airbnb  
 13 permitted or any type of subtenant. So if they were to  
 14 rent, anybody to rent it out it cannot be under six  
 15 months.  
 16 BOARD MEMBER ALFANO: And no subleases  
 17 allowed, right?  
 18 MS. ALEXANDER: No.  
 19 BOARD MEMBER ALFANO: Okay. Thanks.  
 20 CHAIRMAN HICKERSON: Any other questions  
 21 from the Board members? At this time I'd like to open  
 22 the meeting to the public. Comments? Seeing no public  
 23 comments, close the meeting to the public.  
 24 The question I have is, this contract, the  
 25 Land Use Board doesn't have any authority on this, but

1 MR. VREELAND: Within the current Ordinance  
 2 requirements, and the two proposed lots are no smaller  
 3 than any of the existing lots.  
 4 BOARD MEMBER CICERALE: But will you be  
 5 going forward with the design of a house that's priorly  
 6 stated.  
 7 MR. HEFELE: I'm sorry. I missed --  
 8 BOARD MEMBER CICERALE: You had a design  
 9 for a home for each of these lots, and they were like  
 10 four bedroom masters. Do you still plan to go forward  
 11 with those?  
 12 MR. HEFELE: Those designs were simply to  
 13 prove out the lot, that the lot -- that the conforming  
 14 homes could be built on that lot. Those were an  
 15 example. Those were not what we were going to build.  
 16 That was an example to show the Board that these  
 17 properties worked for a minor subdivision and that  
 18 homes can actually be put on there so that the Board  
 19 can safely approve a minor subdivision knowing that a  
 20 home can be appropriately located on the lot. And that  
 21 was the purpose of those homes to show that.  
 22 BOARD MEMBER CICERALE: Okay.  
 23 BOARD MEMBER ALFANO: Bernd, subleases are  
 24 not allowed in The Greens? I didn't see this in this  
 25 agreement. I don't know the Bylaws of The Greens.

1 we can pick all of the items --  
 2 MR. MOLICA: Remember, Bernd didn't ask you  
 3 to vote knowing that the Homeowners Association had a  
 4 continuing objection. He's representing, as confirmed  
 5 by the attorney for the Homeowners Association, that  
 6 they have in fact agreed to this settlement, which is  
 7 what this document truly is. It's not a Resolution  
 8 really, it's a settlement agreement between the  
 9 Applicant and the HOA. So in that regard it does have  
 10 a little bit more enforceability for you than you would  
 11 otherwise have in a situation just involving an HOA.  
 12 And a situation where like I said, Bernd just asked you  
 13 to approve this knowing that the Homeowners Association  
 14 was still objecting.  
 15 That being said, the fail safe here is that  
 16 everything that's in the settlement agreement, and  
 17 maybe the actual settlement agreement in and of itself,  
 18 will be appended to the Deed restriction that's going  
 19 to be recorded into the chain of title for each lot.  
 20 Okay. So any future buyer has notice, and that was --  
 21 those restrictions generally address all of the  
 22 concerns that the HOA has raised. And we can attach it  
 23 as an exhibit to the Resolution, but I think it's  
 24 overkill to then record the Resolution if the Deed  
 25 restrictions are getting recorded.

1 MR. HEFELE: And I can confirm that we are  
 2 going to record that document the way it is. We're  
 3 going to append it to the restrictions. We're not  
 4 going to redraft it.  
 5 MR. MOLICA: So when you submit the form of  
 6 Deed restriction it will just be attached, correct.  
 7 MR. HEFELE: Yes.  
 8 CHAIRMAN HICKERSON: So the motion to move  
 9 forward we would need a motion, but Tom, can you like  
 10 put a framework --  
 11 MR. MOLICA: The Board would be voting --  
 12 if someone wanted to make a motion to approve this  
 13 application, the motion is for minor subdivision  
 14 approval and variance relief pursuant to 40:55D-70d-4  
 15 the Municipal Land Use Law subject to your standard  
 16 conditions. And specifically the condition that we  
 17 discussed at length tonight that the Applicant provide  
 18 Mr. Vreeland and I with proposed forms of Deed  
 19 restriction for each lot that incorporate everything  
 20 that has been agreed to between the HOA and the  
 21 Applicant. And as a fail-safe as an exhibit to those  
 22 restrictions in addition to the Metes and Bounds you  
 23 have this agreement attached to it.  
 24 MR. VREELAND: If I can just add to that.  
 25 Mr. Chairman, just for the Board's recollection the

1 the form of Deed restriction you've got to provide  
 2 forms of Deeds of minor subdivision.  
 3 MR. HEFELE: Yes. We're going to perfect  
 4 it by Deed.  
 5 MR. MOLICA: Okay. And remember your time  
 6 limit on that is 190 days from the date the Resolution  
 7 is adopted.  
 8 MR. HEFELE: Yes.  
 9 SECRETARY WILHELM: Because of that short  
 10 time the GDP update, how will that be addressed, is  
 11 that going to just come directly?  
 12 MR. HEFELE: So I can answer that, if you  
 13 want.  
 14 MR. MOLICA: Sure.  
 15 MR. HEFELE: So we did submit an updated  
 16 GDP, but again it was not for the zero lot line. So  
 17 it's already done and that's a matter of probably a day  
 18 or two, and we're going to submit that. What we  
 19 typically do is we submit that to Mr. Vreeland's office  
 20 and he takes a look at it and that's it. It's not  
 21 really a Board thing. And we've updated it seven times  
 22 now.  
 23 MR. MOLICA: Yes. Bernd, you'll make that  
 24 to Mr. Vreeland and I, and if there's any dispute  
 25 you'll come back to the Board.

1 Applicant did agree to address all the comments in my  
 2 previous report at a prior hearing, specifically the  
 3 items under the technical review comments in subsection  
 4 four. And one of the items that is going to have to be  
 5 done is an updated general development plan now showing  
 6 these two as a zero lot line versus what was on the  
 7 previous submission.  
 8 CHAIRMAN HICKERSON: And that was  
 9 incorporated in the Deed?  
 10 MR. VREELAND: Correct.  
 11 CHAIRMAN HICKERSON: Any other questions  
 12 from the Board?  
 13 BOARD MEMBER CICERALE: The building permit  
 14 would be independent of this motion, or are we granting  
 15 a variance to a building permit already?  
 16 MR. VREELAND: You would be granting a  
 17 variance to approve this, and then at some point the  
 18 subdivision would have to get perfected and then they  
 19 would have to apply for permits, zoning permits  
 20 building permits and other permits.  
 21 MR. MOLICA: So the Applicant has a duty to  
 22 comply with all applicable building code and building  
 23 subcode requirement, in addition to all applicable HOA  
 24 requirements in constructing the structures on the  
 25 property. And Bernd, Mike reminded me, in addition to

1 MR. HEFELE: Right.  
 2 MR. VREELAND: To the Board's comment, we  
 3 can review that administratively.  
 4 SECRETARY WILHELM: So before we sign we'll  
 5 have that updated GDP, right?  
 6 MR. VREELAND: We won't be recommending the  
 7 lease to be signed until we have it.  
 8 MR. HEFELE: So we'll get it to you. This  
 9 is number seven, so I actually have it. Lucky number  
 10 seven.  
 11 CHAIRMAN HICKERSON: Okay. Does the Board  
 12 have any comments, questions, or will we make a motion?  
 13 BOARD MEMBER ALFANO: I'll make a motion to  
 14 approve the Variance 40:55D with all the conditions  
 15 that we discussed.  
 16 BOARD MEMBER GOODSON: Second.  
 17 MR. MOLICA: With minor subdivision of  
 18 course.  
 19 SECRETARY WILHELM: Motion made by Tony  
 20 Alfano, seconded by Sally Goodson. Any other  
 21 discussion? Hearing none, roll call: Jim Homa?  
 22 BOARD MEMBER HOMA: Yes.  
 23 SECRETARY WILHELM: Sally Goodson?  
 24 BOARD MEMBER GOODSON: Yes.  
 25 SECRETARY WILHELM: Vally Ciceralo?

1 BOARD MEMBER CICERALE: Yes.  
 2 SECRETARY WILHELM: Ed Zinck?  
 3 BOARD MEMBER ZINCK: Yes.  
 4 SECRETARY WILHELM: Jim Caiazzo?  
 5 BOARD MEMBER CAIAZZO: Yes.  
 6 SECRETARY WILHELM: Tony Alfano.  
 7 BOARD MEMBER ALFANO: Yes.  
 8 SECRETARY WILHELM: Bill Hickerson?  
 9 CHAIRMAN HICKERSON: Yes.  
 10 SECRETARY WILHELM: The motion carries.  
 11 MR. HEFELE: Thank you Board members. As  
 12 they say, we've come a long way baby. Have a nice  
 13 evening.  
 14 MR. MOLICA: Take care, Bernd.  
 15 MR. HEFELE: Thanks.  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 CERTIFICATE  
 2  
 3 I, IRIS LA ROSA, a Notary Public and  
 4 Certified Shorthand Reporter of the State of New  
 5 Jersey, do hereby certify that the foregoing is a true  
 6 and accurate transcript of the testimony as taken  
 7 stenographically by and before me at the time, place,  
 8 and on the date hereinbefore set forth.  
 9 I DO FURTHER CERTIFY that I am neither a  
 10 relative nor employee nor attorney nor counsel of any  
 11 of the parties to this action, and that I am neither a  
 12 relative nor employee of such attorney or counsel, and  
 13 That I am not financially interested in the action.  
 14  
 15  
 16  
 17 \_\_\_\_\_  
 18 IRIS LA ROSA, CSR  
 19 Certificate No. 30XI 00162800  
 20  
 21  
 22  
 23  
 24  
 25

<b>A</b>				
<b>A-1</b> 3:8 5:6,7 7:12	15:11,19 16:3 16:11,17 18:23 19:9,16,19 24:13,20 25:6 25:7	18:20	<b>basically</b> 6:13 6:14 7:18	12:23 20:20
<b>A-3</b> 7:11	<b>allow</b> 10:5 11:22 12:1,4,17	<b>approval</b> 9:23 11:11 12:19 14:9 21:14	<b>bedroom</b> 18:10	<b>buys</b> 16:4
<b>A-4</b> 7:11,13,23	<b>allowable</b> 9:12	<b>approve</b> 11:23 13:7 18:19 20:13 21:12 22:17 24:14	<b>behalf</b> 4:13	<b>Bylaws</b> 18:25
<b>ability</b> 13:20	<b>allowed</b> 18:24 19:17	<b>approved</b> 9:2	<b>believe</b> 17:20	<b>C</b>
<b>able</b> 8:9 13:11	<b>allowing</b> 13:2	<b>April</b> 8:1	<b>believes</b> 10:22	<b>C</b> 2:1 26:1,1
<b>Absolutely</b> 14:11	<b>amendment</b> 11:18,23,24,25 12:3,11	<b>architecture</b> 9:14	<b>Bernd</b> 2:5 4:13 8:2,8 18:23 20:2,12 22:25 23:23 25:14	<b>Caiazzo</b> 1:13 25:4,5
<b>accepts</b> 12:8	<b>and/or</b> 5:24 12:11	<b>area</b> 10:6,12 14:15	<b>Bill</b> 25:8	<b>call</b> 24:21
<b>access</b> 10:6	<b>ANN-MARIE</b> 1:18	<b>areas</b> 15:4	<b>bit</b> 20:10	<b>campaign</b> 11:22
<b>accurate</b> 26:6	<b>answer</b> 19:8,10 23:12	<b>Article</b> 9:8	<b>Block</b> 1:5 4:4	<b>care</b> 25:14
<b>act</b> 14:4	<b>anybody</b> 16:21 19:14	<b>asked</b> 20:12	<b>Bluffs</b> 10:25	<b>Carl</b> 1:12 4:11
<b>action</b> 26:11,13	<b>appear</b> 17:10	<b>associated</b> 11:14	<b>Board</b> 1:1,10,18 2:3 4:5,7,8,10 4:13,18,19 5:21 7:3,17,24 7:25 8:24 9:24 10:22 11:4,11 11:22 12:7 13:7,14,17,19 14:4 15:3,11 15:19 16:3,11 16:17,25 17:9 18:4,8,16,18 18:22,23 19:7 19:9,16,19,21 19:25 21:11 22:12,13 23:21 23:25 24:11,13 24:16,22,24 25:1,3,5,7,11	<b>carries</b> 25:10
<b>actual</b> 8:15 20:17	<b>append</b> 21:3	<b>association</b> 2:9 4:24 5:13,20 5:25 6:7 8:7,11 9:6 10:3 12:1,5 12:10,18,21 13:16,23 19:3 19:4 20:3,5,13	<b>boards</b> 1:10,18 2:3 4:5,7,8,10 4:13,18,19 5:21 7:3,17,24 7:25 8:24 9:24 10:22 11:4,11 11:22 12:7 13:7,14,17,19 14:4 15:3,11 15:19 16:3,11 16:17,25 17:9 18:4,8,16,18 18:22,23 19:7 19:9,16,19,21 19:25 21:11 22:12,13 23:21 23:25 24:11,13 24:16,22,24 25:1,3,5,7,11	<b>cart</b> 15:15,16
<b>add</b> 21:24	<b>applicable</b> 22:22 22:23	<b>Association's</b> 11:15 12:2	<b>Board's</b> 21:25 24:2	<b>carts</b> 10:17 15:13
<b>addition</b> 21:22 22:23,25	<b>applicant</b> 2:6 4:14 6:10 9:1,7 9:10,19,23 10:7,10,14 11:7,8,13,19 12:1,13,16,19 12:24 13:23 20:9 21:17,21 22:1,21	<b>assuming</b> 15:13 15:19	<b>boiled</b> 5:21	<b>Cascades</b> 12:20
<b>address</b> 20:21 22:1	<b>Applicant's</b> 8:17 14:5	<b>attach</b> 20:22	<b>Bounds</b> 21:22	<b>Certificate</b> 26:19
<b>addressed</b> 8:2 23:10	<b>Applicant-1</b> 5:7	<b>attached</b> 8:1,13 13:6 16:1 21:6 21:23	<b>bring</b> 4:21	<b>Certified</b> 1:23 26:4
<b>administrativ...</b> 24:3	<b>application</b> 1:4 4:14,20 8:15 8:25 9:1 13:7 14:2 21:13	<b>ATTN</b> 2:5,8	<b>build</b> 16:1 18:15	<b>certify</b> 26:5,9
<b>Administrator</b> 1:18	<b>apply</b> 16:21,22 22:19	<b>attorney</b> 6:18 8:17 20:5 26:10,12	<b>building</b> 1:8 4:16 10:2,4,15 10:23 11:5 12:24 17:6,8 22:13,15,20,22 22:22	<b>chain</b> 20:19
<b>adopted</b> 23:7	<b>Appreciate</b> 8:7 8:19	<b>Attorneys</b> 2:3,6 2:8	<b>Buildings</b> 10:5	<b>Chairman</b> 1:11 4:1,13 14:12 19:20 21:8,25 22:8,11 24:11 25:9
<b>aerial</b> 3:8 5:4,8	<b>approach</b> 6:24	<b>aware</b> 12:23	<b>built</b> 12:13 18:14	<b>CHAIT</b> 2:2
<b>agree</b> 10:8 22:1	<b>appropriately</b> 15:11,19 16:3 16:11,17 18:23 19:9,16,19 24:13,20 25:6 25:7		<b>buyer</b> 10:7,7	<b>Cicerale</b> 1:15 16:25 17:9 18:4,8,22 19:7 22:13 24:25 25:1
<b>agreed</b> 6:10 8:13 8:16 10:20 11:5,7 20:6 21:20		<b>B</b>		<b>Class</b> 14:13,13
<b>agreement</b> 6:18 6:20 7:1,7 10:9 12:24 13:5,12 18:25 20:8,16 20:17 21:23		<b>B</b> 3:6		<b>cleanup</b> 10:11
<b>Agreements</b> 10:19		<b>baby</b> 25:12		<b>Clerk's</b> 13:1
<b>agrees</b> 9:19 12:13		<b>back</b> 4:22 23:25		<b>close</b> 19:23
<b>Airbnb</b> 19:12		<b>ballots</b> 11:21		<b>closing</b> 10:14
<b>Alexander</b> 2:7,8 6:17,23 7:4,20 8:4,5,6 19:9,11 19:18		<b>basement</b> 9:18		<b>clubhouse</b> 4:23
<b>Alfano</b> 1:14 15:3				<b>code</b> 17:6 22:22

11:10 <b>Commencing</b> 1:9 <b>comment</b> 24:2 <b>commentary</b> 5:20 <b>comments</b> 8:8 19:22,23 22:1 22:3 24:12 <b>community</b> 11:18 12:11,20 <b>completeness</b> 4:1,2 <b>compliance</b> 11:1 <b>complied</b> 16:7 <b>comply</b> 10:10 22:22 <b>concern</b> 17:9 <b>concerns</b> 20:22 <b>condition</b> 21:16 <b>conditions</b> 9:3 10:9 11:1 21:16 24:14 <b>confirm</b> 21:1 <b>confirmed</b> 20:4 <b>confirms</b> 12:16 <b>conform</b> 17:5 <b>conforming</b> 5:15 13:19 18:13 <b>construct</b> 9:10 <b>constructing</b> 22:24 <b>construction</b> 6:13 10:5,10 10:12 15:5 <b>continuing</b> 4:14 20:4 <b>contract</b> 19:24 <b>conversation</b> 6:23 <b>conversations</b> 6:17 <b>copies</b> 7:6 10:4 <b>copy</b> 8:1 <b>corporation</b> 15:20 16:4,14 16:21 <b>correct</b> 8:9 15:18 21:6	22:10 <b>costs</b> 11:14 <b>counsel</b> 5:1 7:6 26:10,12 <b>COUNSELORS</b> 2:5 <b>counted</b> 11:22 <b>Country</b> 4:16,23 9:2,15,22 10:13,16 15:5 15:16 17:2 <b>County</b> 13:1 <b>couple</b> 4:18 <b>course</b> 24:18 <b>Court</b> 12:7 <b>created</b> 9:4 12:18 <b>creating</b> 4:15 <b>Crystal</b> 2:9 4:17 4:22 8:7 10:24 14:25 <b>CSR</b> 26:18 <b>cul-de-sac</b> 4:16 5:10,11 9:2 10:17 <b>current</b> 10:16 15:12 18:1	20:18,24 21:6 21:18 22:9 23:1,4 <b>Deeds</b> 6:22 23:2 <b>depending</b> 16:2 <b>DESCRIPTI...</b> 3:7 <b>design</b> 10:1 18:5 18:8 <b>designed</b> 17:5 <b>designs</b> 18:12 <b>determine</b> 16:15 <b>development</b> 4:17 5:25 14:25 22:5 <b>directly</b> 23:11 <b>Directors</b> 11:4 <b>discussed</b> 14:10 21:17 24:15 <b>discussion</b> 24:21 <b>dispute</b> 23:24 <b>distributed</b> 7:23 <b>document</b> 11:19 13:13 20:7 21:2 <b>documents</b> 11:9 11:16 <b>doing</b> 8:22 <b>drafted</b> 6:19 <b>driven</b> 14:20 <b>drone</b> 3:8 5:4 <b>due</b> 12:10 <b>duty</b> 22:21	<b>enforceability</b> 20:10 <b>enforceable</b> 13:15,25 <b>Engineer</b> 1:18 <b>ensure</b> 10:11 12:22 <b>entitled</b> 7:15,16 <b>entity</b> 12:21 <b>environmental</b> 11:1 <b>ESQUIRE</b> 2:3,5 2:8 <b>essentially</b> 5:14 14:2 <b>estate</b> 15:2 <b>evening</b> 8:4,8 25:13 <b>everybody</b> 4:21 <b>example</b> 18:15 18:16 <b>executive</b> 16:5 <b>executives</b> 16:5 <b>exhibit</b> 3:7 5:1 7:10,15,22 8:14,15 13:6 20:23 21:21 <b>Exhibit-A</b> 5:2,3 <b>exhibits</b> 4:20 <b>exist</b> 6:1,15 <b>existing</b> 18:3 <b>experts</b> 5:18 <b>explaining</b> 11:18	<b>floor</b> 14:15 <b>following</b> 9:3 <b>footage</b> 9:20,21 10:1 15:4 <b>foregoing</b> 26:5 <b>form</b> 14:6 21:5 23:1 <b>forms</b> 21:18 23:2 <b>fort</b> 7:18 <b>forth</b> 7:19 26:8 <b>forward</b> 12:21 14:1 18:5,10 21:9 <b>forwarded</b> 6:22 8:2 <b>four</b> 11:20 18:10 22:4 <b>framework</b> 21:10 <b>frankly</b> 15:22 <b>full</b> 12:17 <b>fully</b> 12:17 <b>further</b> 9:11,19 26:9 <b>future</b> 20:20	
	<b>D</b>			<b>G</b>	
	<b>D</b> 1:6 3:1 4:4 14:13,14,17 <b>D-4</b> 14:16,22 <b>damage</b> 10:14 <b>damaged</b> 10:13 <b>date</b> 7:23 11:21 23:6 26:8 <b>dated</b> 8:25 <b>day</b> 14:24 23:17 <b>days</b> 23:6 <b>DCA</b> 11:9 <b>decision</b> 12:6 13:17 <b>Declaration</b> 9:9 <b>declaratory</b> 12:3 12:7,12 <b>Deed</b> 8:13 11:10 12:25 13:4,16 13:25 14:6 15:25 16:20	<b>E</b>	<b>E</b> 2:1,1 3:1,6 26:1,1 <b>earlier</b> 6:23 <b>Ed</b> 1:13 25:2 <b>effect</b> 12:25 <b>effort</b> 12:2 <b>either</b> 9:7,11,12 9:20 10:7 12:11 <b>emergency</b> 10:6 <b>emphasize</b> 13:4 <b>employee</b> 26:10 26:12 <b>enforce</b> 12:3	<b>F</b>	<b>G</b> 1:18 <b>garage</b> 9:16 15:17 <b>GDP</b> 23:10,16 24:5 <b>general</b> 22:5 <b>generally</b> 20:21 <b>getting</b> 20:25 <b>go</b> 16:13,14,14 18:10 <b>goes</b> 16:2 <b>going</b> 4:5,8 6:25 13:20,22,24,25 15:20,22,24 18:5,15 19:2 20:18 21:2,3,4 22:4 23:3,11 23:18 <b>golf</b> 5:23 6:11 9:11 10:17,20 10:23 11:5

15:15,16 <b>good</b> 8:4 13:11 <b>Goodson</b> 1:14 24:16,20,23,24 <b>governing</b> 11:15 11:19 <b>Grand</b> 12:20 <b>granting</b> 22:14 22:16 <b>Greens</b> 2:8 4:23 5:13,19,25 6:6 6:15 8:6 9:5,9 9:24 10:3,20 10:22 11:4,17 12:5,9,18 17:7 18:24,25 19:2 19:7 <b>Griffen</b> 2:7 8:6	<b>HOA</b> 9:5,24 10:20,22 11:4 12:7,9 20:9,11 20:22 21:20 22:23 <b>Homa</b> 1:12 24:21,22 <b>home</b> 9:21 10:5 12:8 15:4 16:9 18:9,20 <b>homeowner</b> 15:14 <b>Homeowner's</b> 13:15,23 <b>Homeowners</b> 2:9 4:24 5:13 5:20,25 6:7 8:7 8:21 10:3 19:2 20:3,5,13 <b>homes</b> 6:14,15 9:15 10:13 12:4,10,13,14 18:14,18,21 <b>hotel</b> 12:20 14:21 <b>house</b> 15:7,15 18:5	<b>issue</b> 5:16,22 13:17 <b>issued</b> 10:4 <b>issues</b> 6:8 <b>items</b> 6:19 13:13 20:1 22:3,4	<b>limited</b> 9:25 <b>line</b> 22:6 23:16 <b>lines</b> 15:10 <b>little</b> 20:10 <b>LLC</b> 1:5 4:3 11:7 16:14 <b>Lobban</b> 1:16 4:8 4:11 <b>located</b> 9:15,21 10:16 15:13 18:20 <b>location</b> 11:6 <b>lodge</b> 10:6 <b>long</b> 8:20 14:3 25:12 <b>longer</b> 14:13 <b>look</b> 15:1 17:14 17:19 23:20 <b>lot</b> 1:5 4:4,15 5:9 5:10 15:6 16:23 17:20 18:13,13,14,20 20:19 21:19 22:6 23:16 <b>lots</b> 4:16 5:9,11 5:12,14 6:1,21 9:4 12:8,13,18 13:19 15:23,25 16:2 17:5,10 17:12,16,23 18:2,3,9 <b>Lucky</b> 24:9	<b>meetings</b> 6:6,16 8:9 <b>member</b> 4:5,7,8 15:3,11,19 16:3,11,17,25 17:9 18:4,8,22 18:23 19:2,7,9 19:16,19 22:13 24:13,16,22,24 25:1,3,5,7 <b>members</b> 1:10 3:15,16 4:10 4:13 7:25 19:21 25:11 <b>met</b> 5:15 <b>Metes</b> 21:22 <b>MICHAEL</b> 1:18 <b>Mike</b> 22:25 <b>Miller</b> 1:12 4:5 4:11 <b>mimicking</b> 6:14 <b>minimum</b> 15:7 17:1 <b>minor</b> 1:6 4:3,15 7:3 9:1 13:18 18:17,19 21:13 23:2 24:17 <b>missed</b> 18:7 <b>modifications</b> 11:15 <b>modifying</b> 11:8 <b>Molica</b> 2:3 5:1,3 5:6 6:22,23 7:6 7:9,14,22 8:2 8:18 14:5,8,15 16:20 20:2 21:5,11 22:21 23:5,14,23 24:17 25:14 <b>Monday</b> 1:7 <b>month</b> 11:10 <b>months</b> 9:8 11:20 13:10 16:12,18 19:12 19:15 <b>motion</b> 21:8,9 21:12,13 22:14 24:12,13,19 25:10	
<hr/> <b>H</b> <hr/> <b>H</b> 3:6 <b>Hamburg</b> 1:9 <b>happen</b> 15:22 <b>happy</b> 6:8 <b>Hardyston</b> 1:1 7:17 8:23 11:3 11:11 <b>hearing</b> 22:2 24:21 <b>Hearings</b> 4:3 <b>Hefe</b> 2:5,5 4:12,13 5:2,4,7 7:8,11,16 8:3 13:8 14:7,10 14:18 15:8,18 15:21 16:8,13 16:19,24 17:3 17:11,24 18:7 18:12 19:1 21:1,7 23:3,8 23:12,15 24:1 24:8 25:11,15 <b>hereinbefore</b> 26:8 <b>Hickerson</b> 1:11 4:1 14:12 19:20 21:8 22:8,11 24:11 25:8,9	<hr/> <b>I</b> <hr/> <b>implement</b> 13:20 <b>important</b> 8:11 <b>imposed</b> 11:2 <b>improvement</b> 10:24 <b>including</b> 9:25 <b>incorporate</b> 21:19 <b>incorporated</b> 5:12 22:9 <b>independent</b> 22:14 <b>individual</b> 16:15 <b>initial</b> 11:21 <b>interested</b> 26:13 <b>interfere</b> 12:2 <b>introduced</b> 4:21 <b>involving</b> 20:11 <b>IRIS</b> 26:3,18	<hr/> <b>J</b> <hr/> <b>J</b> 2:3 <b>JAMES</b> 1:12,13 <b>Jennifer</b> 2:8 8:5 <b>Jersey</b> 11:2 26:5 <b>Jim</b> 24:21 25:4 <b>JOINT</b> 1:1 <b>JR</b> 2:3 <b>judgment</b> 12:3,7 12:12	<hr/> <b>K</b> <hr/> <b>know</b> 15:7,21,22 17:3 18:25 19:1 <b>knowing</b> 18:19 20:3,13 <b>known</b> 10:25	<hr/> <b>L</b> <hr/> <b>LA</b> 26:3,18 <b>Land</b> 1:1,18 7:17 8:24,24 11:11 13:14 14:16 19:25 21:15 <b>Lane</b> 4:17,23 9:2 9:15,22 10:16 10:21 15:5,16 17:2 <b>larger</b> 17:16 <b>law</b> 2:5 8:5 14:17 21:15 <b>LB-1-23-2</b> 1:4 4:3 <b>lease</b> 24:7 <b>left</b> 6:5 <b>legal</b> 11:1,14 <b>length</b> 21:17 <b>letter</b> 8:1 <b>levels</b> 15:11 <b>liked</b> 15:14 <b>limit</b> 23:6	<hr/> <b>M</b> <hr/> <b>mailing</b> 11:20 <b>manner</b> 11:12 <b>Maple</b> 10:21 <b>mark</b> 7:9,22 <b>Master</b> 11:9 <b>masters</b> 18:10 <b>matter</b> 1:3 4:10 16:22 17:11 23:17 <b>maximum</b> 9:17 17:1,3 <b>mean</b> 15:21,24 16:8 <b>meeting</b> 6:5 14:19 19:22,23



13:6 20:7,23 20:24 23:6 <b>resolutions</b> 9:6 <b>responsible</b> 11:8 11:13 <b>rest</b> 9:14 13:22 15:16 <b>restriction</b> 8:13 12:25 13:5,16 13:21 14:6 16:1 20:18 21:6,19 23:1 <b>restrictions</b> 6:21 6:25 10:9 12:24 16:10,20 16:22 20:21,25 21:3,22 <b>result</b> 12:12 <b>review</b> 14:9 17:7 22:3 24:3 <b>reviews</b> 4:1,2 <b>right</b> 8:22 15:4 15:23 16:13,15 16:19 17:24 19:17 24:1,5 <b>Road</b> 10:13 <b>roll</b> 24:21 <b>room</b> 7:4 <b>rooms</b> 14:22 <b>ROSA</b> 26:3,18 <b>rules</b> 9:6 16:7 19:3	<b>Second</b> 24:16 <b>seconded</b> 24:20 <b>SECRETARY</b> 4:9 7:25 23:9 24:4,19,23,25 25:2,4,6,8,10 <b>section</b> 9:9 14:16,16 17:20 <b>see</b> 13:9 18:24 <b>Seeing</b> 19:22 <b>seek</b> 12:2 <b>seen</b> 13:10 <b>sell</b> 15:20,25 <b>sells</b> 10:7 <b>SERVICE</b> 1:23 <b>set</b> 7:19 26:8 <b>sets</b> 7:18 <b>settlement</b> 20:6 20:8,16,17 <b>seven</b> 23:21 24:9 24:10 <b>short</b> 23:9 <b>short-term</b> 5:24 6:12 12:15 13:21 16:5 <b>Shorthand</b> 1:23 26:4 <b>show</b> 18:16,21 <b>showing</b> 22:5 <b>side</b> 5:10 <b>sign</b> 24:4 <b>signed</b> 24:7 <b>signing</b> 17:8 <b>signs</b> 10:16 15:12 <b>similar</b> 6:14 9:13 <b>simply</b> 18:12 <b>single</b> 12:9 <b>single-family</b> 4:15 9:13 10:13 12:4,8 12:14 <b>site</b> 3:9 5:5 <b>situation</b> 20:11 20:12 <b>six</b> 9:8 16:11,18 19:11,14 <b>size</b> 5:15 9:14	15:7,7 17:22 17:25 <b>smaller</b> 15:6 17:10,22 18:2 <b>smallest</b> 9:21 15:4 17:20 <b>sold</b> 12:14 <b>sorry</b> 7:12 18:7 <b>SPE</b> 1:5 4:3 11:7 <b>specifically</b> 6:10 21:16 22:2 <b>speed</b> 4:22 <b>spent</b> 13:9 <b>Springs</b> 2:9 4:17 4:22 8:7 10:24 14:25 <b>square</b> 9:19,21 10:1 15:4,9,12 17:1,13,14,21 <b>standard</b> 21:15 <b>state</b> 11:2 26:4 <b>stated</b> 13:24 18:6 <b>stating</b> 10:17 <b>stenographica...</b> 26:7 <b>step</b> 4:5,7,8 <b>stories</b> 9:17 <b>street</b> 10:21,23 15:14 <b>structure</b> 9:12 9:20 <b>structures</b> 22:24 <b>subcode</b> 22:23 <b>subdivided</b> 5:12 <b>subdivision</b> 1:6 4:4,15,24,25 5:23 6:15 7:3 9:2 11:11 13:18 15:24 17:19,21 18:17 18:19 21:13 22:18 23:2 24:17 <b>subject</b> 3:9 5:5 9:5 17:7 19:3,6 21:15 <b>subleases</b> 18:23 19:16	<b>subletting</b> 19:5 <b>submission</b> 22:7 <b>submit</b> 21:5 23:15,18,19 <b>submitting</b> 11:17 14:6 <b>subsection</b> 22:3 <b>substantially</b> 9:13 17:16 <b>subtenant</b> 19:13 <b>Sugar</b> 10:21 <b>sure</b> 8:21 17:4 23:14 <b>surrounding</b> 10:12 <b>Sussex</b> 12:25 <b>sworn</b> 3:3,15,16	14:3 19:21 23:5,10 26:7 <b>timely</b> 11:12 <b>times</b> 4:19 23:21 <b>title</b> 16:13 20:19 <b>today</b> 6:15 <b>today's</b> 7:23 <b>Tom</b> 21:9 <b>tonight</b> 7:4 21:17 <b>Tony</b> 1:14 24:19 25:6 <b>Township</b> 1:1 11:3 <b>transcript</b> 1:3 26:6 <b>true</b> 26:5 <b>truly</b> 20:7 <b>trying</b> 15:8 <b>two</b> 4:15,15 5:9 9:17 12:8,9,13 12:17 15:11 17:22 18:2 22:6 23:18 <b>two-car</b> 9:16 <b>two-lot</b> 13:18 <b>type</b> 19:12,13 <b>typically</b> 23:19
<hr/> <b>S</b> <hr/> S 2:1 3:6 <b>safe</b> 20:15 <b>safely</b> 18:19 <b>safety</b> 10:11 <b>Sally</b> 1:14 24:20 24:23 <b>Savas</b> 1:15 4:9 <b>Savidis</b> 1:15 4:7 4:10 <b>says</b> 7:16 15:12 <b>scheduled</b> 4:2 <b>SCHNEIDER</b> 2:2 <b>scope</b> 9:14 <b>Scott</b> 1:16 4:11	<hr/> <b>T</b> <hr/> T 3:6 26:1,1 <b>take</b> 15:1 25:14 <b>taken</b> 17:18 26:6 <b>takes</b> 23:20 <b>talking</b> 5:9 <b>technical</b> 22:3 <b>technicality</b> 14:23 <b>testified</b> 15:23 <b>testimony</b> 5:17 5:19 6:2 14:19 26:6 <b>thank</b> 4:12 8:4 13:2,7 25:11 <b>Thanks</b> 19:19 25:15 <b>theirs</b> 10:8 <b>thing</b> 8:22 23:21 <b>think</b> 4:19 7:1 7:19,20 15:9 15:23 17:13,14 17:15 20:23 <b>third-party</b> 12:22 <b>THOMAS</b> 2:3 <b>Thorlabs</b> 16:6 <b>three</b> 7:12 <b>time</b> 4:21 5:16 6:5 7:12 8:20 12:14 13:2,9	<hr/> <b>U</b> <hr/> <b>understanding</b> 8:17 <b>undeveloped</b> 12:23 <b>unfavorable</b> 12:6,12 <b>unreasonably</b> 9:25 <b>update</b> 23:10 <b>updated</b> 11:9 22:5 23:15,21 24:5 <b>use</b> 1:1,18 7:17 8:24,24 11:11 13:14,20 14:17 16:4 19:25 21:15 <b>utilization</b> 5:22 6:7		

<b>utilize</b> 6:11 9:7 9:10	<b>Wheatworth</b> 1:8	<b>29th</b> 8:1		
<hr/>	<hr/>	<hr/>	<hr/>	
<b>V</b>	<b>WILHELM</b>	<b>3</b>		
<b>Vally</b> 1:15 24:25	1:18 4:9 7:25	<b>30XI</b> 26:19		
<b>variance</b> 1:6 4:4	23:9 24:4,19	<hr/>	<hr/>	
14:13,16,17,23	24:23,25 25:2	<b>4</b>		
21:14 22:15,17	25:4,6,8,10	<b>40:55D</b> 24:14		
24:14	<b>WILLIAM</b> 1:11	<b>40:55D-70d-4</b>		
<b>variances</b> 11:3	<b>withheld</b> 9:25	21:14		
<b>vehicle</b> 10:6	<b>WITNESS</b> 3:2	<hr/>	<hr/>	
<b>versus</b> 22:6	<b>witnesses</b> 3:3	<b>5</b>		
<b>view</b> 3:8 5:4,8	<b>work</b> 15:12	<b>5</b> 3:9		
<b>villa</b> 5:23 9:11	<b>worked</b> 18:17	<hr/>	<hr/>	
<b>Village</b> 10:23	<b>written</b> 9:23	<b>6</b>		
11:6	<b>WT</b> 1:5 4:3 11:7	<b>642-4299</b> 1:24		
<b>villas</b> 6:11 10:21	<hr/>	<hr/>	<hr/>	
13:21	<b>X</b>	<b>7</b>		
<b>virtue</b> 13:16	<b>X</b> 1:6 3:1,6	<b>7,500</b> 17:13		
<b>VOGEL</b> 2:2	<hr/>	<b>7:00</b> 1:9		
<b>vote</b> 7:3 12:19	<b>Y</b>	<b>70</b> 14:16		
20:3	<b>Yeah</b> 15:8	<hr/>	<hr/>	
<b>votes</b> 11:23	<hr/>	<b>8</b>		
<b>voting</b> 21:11	<b>Z</b>	<hr/>	<hr/>	
<b>Vreeland</b> 1:18	<b>zero</b> 22:6 23:16	<b>9</b>		
14:8 17:18	<b>Zinck</b> 1:13 25:2	<b>9,000</b> 17:14		
18:1 21:18,24	25:3	<b>9,300</b> 17:21		
22:10,16 23:24	<b>zone</b> 17:12,17	<b>908</b> 1:24		
24:2,6	<b>zoned</b> 9:4			
<b>Vreeland's</b>	<b>zoning</b> 22:19			
23:19	<hr/>			
<hr/>	<b>0</b>			
<b>W</b>	<b>00162800</b> 26:19			
<b>want</b> 8:21 13:4	<b>07419</b> 1:9			
15:6 16:4	<hr/>			
23:13	<b>1</b>			
<b>wanted</b> 21:12	<b>1</b> 1:5 4:4			
<b>wants</b> 7:5,20	<b>1,200</b> 15:12			
<b>way</b> 14:10,25	<b>10</b> 9:9			
21:2 25:12	<b>1001-G</b> 9:9			
<b>we'll</b> 7:22 19:3	<b>12</b> 17:15			
24:4,8	<b>13</b> 1:7			
<b>we're</b> 5:9 6:19	<b>149</b> 1:8			
13:18 14:3,4	<b>16</b> 1:5 4:4			
15:24 19:1	<b>18</b> 8:25			
21:2,3 23:3,18	<b>190</b> 23:6			
<b>we've</b> 23:21	<hr/>			
25:12	<b>2</b>			
<b>week</b> 6:24	<b>2,400</b> 15:9 17:1			
<b>whatnot</b> 6:17	<b>2023</b> 8:25			
	<b>2024</b> 1:7			