

**HARDING TOWNSHIP PLANNING BOARD MINUTES  
REGULAR MEETING  
AUGUST 23, 2021**

**CALL TO ORDER AND STATEMENT OF COMPLIANCE**

The Planning Board Chair, Mr. Clew called the in-person meeting to order at 7:30 and announced that adequate notice of this meeting had been made to the Daily Record and Observer Tribune. Notice was posted on the Township web page and on the bulletin board in the Township Hall on Blue Mill Road in Harding, New Jersey, and filed with the Township Clerk.

**ROLL CALL**

On a call of the roll, the following were present:

Mr. Clew	Present	Mr. dePoortere	Present
Ms. Walters	Present	Mr. Yates	Excused
Mr. Edgar	Excused	Mr. Platt	Present
Mr. Bjorkedal	Present	Mr. Newlin	Present
Mr. Chipperson	Present(on phone)	Ms. Claytor	Excused

Also present were Mr. Hall, PB Attorney, Mr. Fox, Board Engineer, Ms. Gable, Planner, and Ms. Taglairino, Board Secretary.

**MINUTES**

Mr. Newlin made a motion to move the July 26, 2021. The motion was seconded by Mr. Yates. On a voice vote all eligible members were in favor of approving the July minutes.

**RESOLUTION**

RESOLUTION PB# 08-2021 REVISED MEETING START TIME FOR 2022.

The Board discussed the option to change the meeting starting time to 7:00 pm with a stop time of 10:30.

Mr. dePoortere made a motion approving a change of start time to 7:00 pm. The motion was seconded by Mr. Newlin. On a voice vote all eligible members were in favor of approving the Resolution.

## **ADMINISTRATIVE**

Mr. Clew noted that it was time to review the budget for the 2022 year. He asked for recommendations to be submitted by the September meeting.

Mr. Newlin made a recommendation for the Township Committee to consider a budget for Environmental Issues.

Mr. Clew noted that submissions for professional evaluations should be sent back to him prior to the September meeting.

## **OLD BUSINESS**

### **Application PB# 01-21**

S/K Mt. Kemble Associates, LLC  
350 Mt. Kemble Ave. B23.02/L5 TH-1 Zone  
Application for Preliminary Major Site Plan and Final Major Site Plan for inclusionary residential housing development consisting of 96 multi-family units and related site improvements

Presenting:

Derek Orth, Attorney

Brad Bohler, Engineer

Adam Alexander, Architect

Jack Raker, Architect

Charles Heydte, Planner

Noah Chrismer, Director at KRE Group and Owners Representative

Andrew Korzon, Environmentalist for the Township

Mr. Hall swore in Mr. Korzon for testimony.

Continued testimony for S/K Mt. Kemble Associates.

Mr. Orth gave a brief summary of the changes the applicant had made to date.

Mr. Korzon outlined the existing conditions and environmental suggestions for the property.

Mr. Hall itemized a checklist of the conditions of this application.

Mr. Yates made a motion to approve the application with the conditions outlined by the Board Attorney. The motion was seconded by Mr. Platt. A roll call vote went as follows:

For: Mr. Clew, Mr. dePoortere, Ms. Walters, Mr. Yates, Mr. Platt, Mr. Bjorkedal, and Mr. Newlin.

Against: None

A transcript of the testimony is appended to the minutes.

## **NEW BUSINESS**

### **Application PB #04-21**

Township of Harding  
685 Mt. Kemble Ave., B34/L1 & 1.01,  
Glen Alpin/Hurstmont Redevelopment  
Applicant is seeking a minor subdivision for Diversion.

Presenting:

Mark Roselli, Township Attorney

- Mr. Roselli presented the proposed plan that is part of the Diversion disposal plan to subdivide the lot line between Block 34, Lots 1 and 1.01.
- Mr. Roselli noted that as part of the Diversion, Lot 1 is going to become 2 lots in a plan that retains the house on Lot 1 with acreage of 3 plus acres and the other lot being 6 plus acres that will remain restricted.
- Mr. Roselli noted several public meetings that led up to this moment and that this application is part of this project.
- Mr. Rosella presented the survey of the proposed subdivision lot lines and easements attached to the application.
- The bottom piece, Lot 1.01 is subject to Green Acres rules.
- The building on Lot 1 itself will have a historic easement and the building will have to be restored by and future purchaser.

Mr. Yates made a motion to approve the application. The motion was seconded by Mr. Platt. A roll call vote went as follows:

For: Mr. Clew, Mr. dePoortere, Ms. Walters, Mr. Yates, Mr. Platt, Mr. Bjorkedal, and Mr. Newlin.

Against: None

## **SUBCOMMITTEE UPDATES**

### **Advisory Review Committee**

None

Engineering and Environmental Committee

None

Development Review Committee

None

### **LIAISON REPORTS**

Board of Adjustment

None

Environmental Commission

None

HOST

None

Historic Preservation Commission

None

Citizen Park Advisory Committee

Mr. dePoortere noted that the Committees held a walk around Bayne Park and is review a long term replanting plan.

Township Committee

None

### **OTHER BUSINESS**

### **ADJOURNMENT**

There was a motion adjourn the meeting at 11:00.

Lori Taglairino  
Lori Taglairino, Planning Board Secretary

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**RESOLUTION PB #08-2021  
PLANNING BOARD, TOWNSHIP OF HARDING  
AUGUST 23 2021**

**REVISED REGULAR MEETING SCHEDULE FOR SEPTEMBER 2021 THROUGH JANUARY 2022**  
**WHEREAS**, the "Open Public Meeting Act" R.S. 10:4-6 and following, requires that public bodies provide adequate notice of meetings; and

**WHEREAS**, due to termination of the recent state of emergency and public health emergency declared by Governor Phil Murphy, Planning Board meetings are no longer be held via Zoom and in-person meetings have resumed at Kirby Hall, 21 Blue Mill Road in New Vernon NJ on the same dates as set forth in the annual meeting resolution adopted on January 25, 2021;

**WHEREAS**, the Planning Board has determined to change the starting time for meetings for the remainder of the year from 7:30 to 7:00 p.m.,

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Harding, in the County of Morris, New Jersey, as follows:

1. From September 2021 through January 2022, meetings open to the public will be held by the Planning Board at Kirby Hall, 21 Blue Mill Road in New Vernon NJ to discuss or act upon public business at starting at 7:00 p.m., on the following dates:

SEPTEMBER 27, 2021

OCTOBER 25, 2021

NOVEMBER 22, 2021

DECEMBER 20, 2021 (THIRD)

JANUARY 24, 2022

2. Certified copies of this Resolution shall be (a) mailed to the OBSERVER-TRIBUNE, (b) mailed to the DAILY RECORD, (c) filed with the Clerk of the Township of Harding, (d) posted on the Township webpage and the bulletin board in the main hallway of the Township Hall and, (e) mailed to any person requesting notices of meeting of the Planning Board pursuant to R.S. 10:4-19 who has paid \$15.00 for agendas and \$25.00 for agendas and minutes, which sum is hereby fixed to cover the costs of providing notice of all meetings of this body during 2021 and January 24, 2022. The foregoing shall be accomplished within seven (7) days of the adoption of this Resolution.

I hereby certify this is a true copy of a Resolution approved by the Planning Board of the Township of Harding at a meeting held on August 23, 2021.

**In The Matter Of:**  
*In Re; Mt. Kemble Associates*

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*Transcript of Proceedings*  
*August 23, 2021*

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*Min-U-Script® with Word Index*

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<p>1 TOWNSHIP OF HARDING 2 PLANNING BOARD 3 ----- x 4 Application of: S/K MT. KEMBLE ASSOCIATES, LLC, 350 : 5 Mt. Kemble Ave. Block 23.02, Lot 5, : Public Hearing 6 TH-1 Zone. Application for Preliminary: 7 And Final Major Site Plan for : 8 Inclusionary Residential Housing : 9 Development consisting of 96 : 10 Multi-Family Unites and Related : 11 Site Improvements. Case No. PB 01-21 : 12 ----- -x 13 Kirby Hall 14 21 Blue Hill Road 15 New Vernon, New Jersey. 16 Monday, August 23, 2021 17 Commencing 7:41 p.m. 18 19 B E F O R E: 20 MR. RICHARD CLEW, Chairman 21 MR. NIK BJORKEDAL 22 DAVID CHIPPERSON, Vice Chairman (by phone) 23 MR. THOMAS dePOORTERE 24 MR. ALF NEWLIN 25 MS. NICHOLAS PLATT MR. TRACEY WALTERS MR. CHRIS YATES (Mayor's Designee) ALSO IN ATTENDANCE MS. LORI TAGAIRINO, Board Secretary PAUL D. FOX, PP, Township Engineer ELENA GABLE, PP, AICP, Township Planner</p>	<p>1 I N D E X 2 OPENING REMARKS 3 By Mr. Orth.....page 5 4 5 WITNESS PAGE QUESTIONING 6 ANDREW KORZON 10 (Narrative) 7 By the Board (throughout questioning) 8 30 9 BRADFORD BOHLER 46 (Recalled/narrative) 10 By the Board (throughout questioning) 11 JACK L. RAKER 79 (Recalled/narrative) 12 By the Board (throughout questioning) 13 14 RECAP OF CONDITIONS AND 15 HIGHLIGHTS OF APPLICATION 16 By Mr. Hall.....page 83 17 Motion to Approve and Second.....page 113 18 Roll Call Vote.....page 133- 114 19 20 E X H I B I T S 21 (no exhibits were introduced) 22 23 24 25</p>
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<p>1 A P P E A R A N C E S : 2 GARY T. HALL, ESQ. 3 Board Attorney 4 5 INGLESINO, WEBSTER, WYCISKALA &amp; TAYLOR, LLC 6 BY: DEREK W. ORTH, ESQ. 7 600 Parsippany Road - Suite 204 8 Parsippany, New Jersey 07054 9 Attorneys for the Applicant 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 CHAIRMAN CLEW: I will call this meeting 2 to order. 3 (Statement of Compliance with the Open 4 Public Meetings Act is read by the Chairman.) 5 CHAIRMAN CLEW: Lori, could you do a roll 6 call, please? 7 MS. TAGLAIRINO: Mr. Chipperson. 8 He's on the phone. 9 MR. CHIPPERSON: I'm on the phone. 10 CHAIRMAN CLEW: Okay. 11 MS. TAGLAIRINO: Mr. Clew. 12 CHAIRMAN CLEW: Here. 13 MS. TAGLAIRINO: Mr. Edgar is excused. 14 Mr. dePoortere. 15 MR. dePOORTERE: Here. 16 MS. TAGLAIRINO: Mr. Newlin. 17 MR. NEWLIN: Here. 18 MS. TAGLAIRINO: Mr. Bjorkedal. 19 MR. BJORKEDAL: Present. 20 MS. TAGLAIRINO: Ms. Claytor is excused. 21 Mr. Yates. 22 MR. YATES: Here. 23 MS. TAGLAIRINO: Mr. Platt. 24 MR. PLATT: Here. 25 MS. TAGLAIRINO: And Ms. Walters.</p>

<p style="text-align: right;">Page 5</p> <p>1 MS. WALTERS: Here.  2 (Other Board business is discussed.)  3 CHAIRMAN CLEW: I would like to move  4 straight to PB Application 01-21, the S/K Mt. Kemble  5 Associates.  6 And can the KRE team join us?  7 MR. ORTH: Okay. Good evening, Mr.  8 Chairman and Members of the Board. My name is Derek  9 Orth from the law firm of Inglesino, Webster, Wyciskala  10 &amp; Taylor. Our address is 600 Parsippany Road, Suite  11 204, Parsippany, New Jersey 07054. And again, I'm  12 taking over for my partner John Inglesino this evening.  13 It's a pleasure to be back before the  14 Board. I hope that everyone made it through the  15 weekend storms without losing power or getting their  16 basements flooded.  17 Tonight marks our fifth hearing before the  18 Board. And while we may have hit some bumps in the  19 road on this application -- and I did listen in during  20 the first hearing so I heard the questions asked of our  21 architect -- we wanted to start out tonight by  22 commending and thanking the Board for their process  23 because we think that this proposed community has been  24 significantly improved by it.  25 To summarize briefly: We've modified --</p>	<p style="text-align: right;">Page 7</p> <p>1 Now, in anticipation of tonight's meeting,  2 we submitted several response letters that we believe  3 and we hope responded to the Board's remaining  4 questions at the last July meeting.  5 These response letters include the August  6 5th, 2021 letter from Bohler Engineering, which  7 included written responses to the Fire Marshal's  8 memorandum along with clarifying information on our  9 lighting scheme;  10 The August 9th, 2021 letter from Minno &amp;  11 Wasko which included the proposed stone substitute for  12 the red and black stone materials that were disfavored  13 by the Board, and we also brought along a sample for  14 the Board's consideration tonight;  15 The August 16th, 2021 letter from Bohler  16 Engineering which included specifications for our  17 proposed sound wall along with illustrative  18 photographs;  19 A revised alternative lighting exhibit  20 calculation sheet which corrected a typo that Mr. Fox  21 identified during the July meeting; and  22 Finally, the August 20th, 2021 letter from  23 Bohler Engineering responding to the memo from Larry  24 Weaner Landscape Associates, wherein the Applicant  25 confirms that it will comply with the recommendations</p>
<p style="text-align: right;">Page 6</p> <p>1 and this is just a summary of the provisions that we've  2 made throughout this process, not what we present  3 tonight. We've modified our architecture to reflect  4 Harding's unique style while creating a sense of place  5 that is in line with a modern first class community;  6 we've agreed to install a sound wall that will mitigate  7 noise impacts from Route 287; we've agreed to install  8 plantings and vegetation that respects native species;  9 we've also agreed to install plantings and trees that  10 will provide an attractive buffer for our neighbors in  11 Morris Township; we've also agreed to a modified  12 lighting scheme that respects Harding's status as a  13 dark-sky community; and we've stipulated at the last  14 hearing to install light bollards on the sidewalk as  15 needed where light values are zero. We think that  16 approximately six will be necessary, but we will do so  17 in coordination and with the approval of the Board  18 Engineer; and finally, our stormwater management system  19 will significantly improve the site's existing  20 drainage.  21 Now, while this development of this  22 property originated from an Affordable Housing court  23 process, we are pleased with the cooperation and input  24 that we've received from the Board, its professionals,  25 and our neighbors in Morris Township.</p>	<p style="text-align: right;">Page 8</p> <p>1 from the Board's outside consultant. We sincerely hope  2 that the Board found these response letters helpful.  3 Mr. Chairman, at the last meeting the  4 Board was very patient and heard the testimony of Noah  5 Chrismer, who is KRE's owner rep; Adam Alexander, our  6 lighting and landscape consultant; Brad Bohler, our  7 civil engineer; Jack Raker, our architect; and also  8 Charles Heydt, our planner. And due to the additional  9 time that the Board graciously provided us with we were  10 able to conclude our affirmative case.  11 So, in short, I do not have any witnesses  12 to present this evening. However, our professional  13 team is here tonight to answer any remaining questions  14 that the Board may have. So I will really actually  15 tender this over to you, Mr. Chairman, and it's our  16 hope that our last submission was responsive and  17 helpful and that the Board can enter deliberations this  18 evening on our application.  19 CHAIRMAN CLEW: Okay. Thank you, Mr.  20 Orth.  21 Lori, one question. The August 5th memo  22 that Mr. Orth points out --  23 MS. TAGLAIRINO: Yeah.  24 CHAIRMAN CLEW: -- responding to the Fire  25 Chief, I don't think that we got that included, though</p>



<p style="text-align: right;">Page 9</p> <p>1 I have some recollection of having seen something.  2 MS. TAGLAIRINO: It's -- let's see. That  3 was with the August 5th letter. It's listed on the  4 agenda but I think it was one of the earlier -- here.  5 Is this the one?  6 MR. ORTH: That's it. And I have hard  7 copies as well if anyone would like one.  8 CHAIRMAN CLEW: Paul, have you seen the  9 Fire memo?  10 MR. FOX: Yes. I thought it addressed all  11 of our concerns as well as the Fire Chief's concern.  12 The only item that the Fire Chief was looking for a  13 fire watch until the property --  14 MS. TAGLAIRINO: Could you put your --  15 MR. FOX: I apologize.  16 The Fire Chief was looking for a fire  17 watch until the property is occupied, and the Applicant  18 indicated that they would have all the hydrants  19 installed and operational prior to the start of any  20 construction of the structures, which seems  21 satisfactory to me.  22 CHAIRMAN CLEW: Okay. Thank you.  23 I'd like to turn to the landscaping.  24 We've got Andrew Korzon from Weaner  25 Associates. I wondered if we could bring him up to</p>	<p style="text-align: right;">Page 11</p> <p>Korzon - narrative</p> <p>1 horticultural expert in-house, we looked at the  2 Environmental Impact Statement, Site Plan, Preliminary  3 Final Site Plan, and the Operation and Maintenance Plan  4 that was submitted by the Applicant.  5 In reviewing the Environmental Impact  6 Statement we did not see anything that was omitted or  7 missing from our observations on-site on August 11th  8 and separately by Ethan on August 13th. We did note in  9 the impacts table in the Impact Statement that a  10 permanent loss of forest cover would be a result of the  11 development, which makes sense, and we provide later in  12 the memo our opinion on a way to mitigate some of that  13 loss, not completely mitigate it.  14 Reviewing the Site Plan we identified a  15 few areas where we felt some alterations to the  16 existing Landscape Plan and its components could be  17 made to bring the entire submission better in line with  18 the Planning Board's goals. On the landscape plans we  19 identified a number of cut/fill slopes that were  20 present as part of the grading. It was our suggestion  21 that to mitigate some of the loss of the permanent  22 forest, that reforestation could be performed on those  23 cut/fill slopes where it was appropriate, and in  24 addition to the planting of native trees, preferably  25 those that are present on-site currently, dense native</p>
<p style="text-align: right;">Page 10</p> <p>1 review his findings. And, Mr. Orth, I would ask you  2 for any response or concerns. I did see your memo but  3 I just would like for Andrew to walk through this with  4 the Board.  5 And, Gary, I don't think Andrew has been  6 sworn in before.  7 MR. HALL: No, he hasn't.  8  9 A N D R E W K O R Z O N, called as a witness, having  10 been first duly sworn, testifies as follows:  11  12 MR. HALL: Tell us your name.  13 THE WITNESS: Andrew Korzon.  14 CHAIRMAN CLEW: Andrew, could you press  15 the button there. There you go.  16 THE WITNESS: I'm a Landscape Architect  17 and Senior Associate at Larry Weaner Landscape  18 Associates in Glenside, Pennsylvania.  19 We were asked by Harding Township Planning  20 Board to review pertinent documents in the application  21 and provide our assessment of how they address the  22 Planning Board's goals of implementing an ecologically  23 friendly native landscape as part of the new  24 development. The three documents that I reviewed with  25 my colleague Ethan Dropkin from our office, who is our</p>	<p style="text-align: right;">Page 12</p> <p>Korzon - narrative</p> <p>1 shrub cover could be installed with that.  2 The benefit of installing the native shrub  3 cover in that reforestation area is that you would  4 establish a dense native ecotone along the edge of the  5 newly created reforestation area that would provide  6 critical habitat. Shrubland is a habitat type that is  7 in short supply in the Northeast, and the additional  8 benefit of that dense shrubland is that it would help  9 mitigate the incursion of invasive plant establishment  10 on the site; something that is likely to happen because  11 invasive species are both present currently and are  12 likely to expand their establishment on-site as part of  13 construction. It's a natural process that happens when  14 there is site disturbance.  15 In addition, too, we recommended that in  16 lieu of traditional turf grass, that on those cut/fill  17 slopes grasslands be established, be it native grasses  18 and wildflowers. Native grasses alone could also be  19 established. They would provide much more significant  20 habitat value than turf grass. A side benefit of using  21 meadows on the cut/fill slopes is that it would not  22 require the traditional topsoil import that is often  23 necessary for turf grass establishment, allowing  24 subsoil and lesser quality soil to be filled on those  25 cut or fill slopes. That is the preferred soil type</p>

<p>Korzon - narrative Page 13</p> <p>1 for meadow establishment. And, you know, I'm not privy  2 to the cost associated with that topsoil import and  3 soil export, but I would have to imagine that it would  4 bring some cost savings to the project for the group  5 footing the bill.</p> <p>6 We made a note that if meadows were to be  7 used anywhere on-site we'd recommend a four-foot buffer  8 between paved surfaces, lawn areas, anywhere where  9 people are going to be. While meadows are very  10 beautiful and they provide a lot of habitat value, they  11 can at times make people a little uneasy. A four-foot  12 buffer we have found in our 25-plus years of experience  13 sets people's minds at ease, it brings some  14 attentionality to that particular landscape feature and  15 prevents anything from flopping onto circulation areas.  16 I also noted that topsoil for any turf grass should  17 still be used. That's the preferable soil type for  18 turf grass seed or sod.</p> <p>19 On the plant schedule, we reviewed all the  20 plants that were proposed by the Applicant and we found  21 the plant selections in general to be very good. They  22 were certainly -- they certainly listened to whatever  23 the Board had previously requested, and we found a few  24 minor things, you know, that we would suggest  25 alternatives to. Anything that is proposed or</p>	<p>Korzon - narrative Page 15</p> <p>1 MR. YATES: Okay.</p> <p>2 THE WITNESS: It's certainly something to  3 be aware of, and for that reason, if that's a concern  4 Tulip poplar might be the more appropriate avenue  5 there. But again, both very good shade trees.</p> <p>6 The Leyland cypress is nonnative, it's  7 very fast growing, readily available. Juniperus  8 virginiana, Eastern red cedar, is present on-site and  9 readily available in the trade. We would recommend  10 that in lieu of Leyland cypress. Emerald sentinel is  11 readily available, a bar that is upright, compact and  12 has a similar habit to that of Leyland cypress.  13 Alternatively, American holly and where larger  14 screening might be required, Eastern white pine, Pinus  15 strobus.</p> <p>16 Even in our memo, anything with a  17 superscript "i" would indicate that that's been  18 cross-referenced to the Highlands document that was  19 submitted to us by Greg Moscola. We were told that the  20 species on that list are ones that would be approved  21 for use, so we tried to adhere to that as best we  22 could; and we did note if something wasn't included on  23 that, just so you are aware.</p> <p>24 Picea abies, Norway spruce. We recommend  25 using Eastern white pine in lieu of that. And</p>
<p>Korzon - narrative Page 14</p> <p>1 recommended by us we know is readily available in the  2 nursery trade. We are a design/build company so we are  3 regularly utilizing local suppliers, particularly in  4 New Jersey, so anything being suggested we know is  5 available for purchase and installation.</p> <p>6 Tilia cordata is nonnative, and we suggest  7 using an excellent species like Quercus palustris, pin  8 oak or Tulip poplar, two very strong trees. Tular  9 poplar in particular is very fast growing, has a very  10 straight upright habit and tends to do very well on  11 undisturbed sites.</p> <p>12 MR. YATES: Can I ask a question?</p> <p>13 THE WITNESS: Yes.</p> <p>14 MR. YATES: So that would you -- given  15 the potential challenges for the Red oak family, would  16 you still recommend Quercus palustris or would you  17 think that --</p> <p>18 THE WITNESS: You're talking about the  19 blight?</p> <p>20 MR. YATES: Right.</p> <p>21 THE WITNESS: We are still planting pin  22 oaks of all types. We have not noticed any issues with  23 them to date so we don't have a reason at this point to  24 shy away from them. We're still using them and we're  25 not seeing a lot of loss.</p>	<p>Korzon - narrative Page 16</p> <p>1 Calamagrostis arundinacea, "Karl Foerster," is a  2 popular landscape grass. We suggest a little blue stem  3 grass like Standing Ovation. It's very upright, a very  4 attractive plant and a little bit shorter in habit than  5 the Calamagrostis. Calamagrostis itself is not shown  6 that we have seen any tendency to be invasive and move  7 around. However, because of the nonnative and grasses  8 tending to spread by seed, we'd recommend going with a  9 native alternative.</p> <p>10 Celtis x occidentalis, common Hackberry,  11 we just noted that it's not a hybrid. That is a native  12 plant. In our experience it is a really, really good  13 plant for dense urban areas. It tends to hold up to  14 pollution, salt spray. We felt that given the location  15 of the site that River birch, Betula nigra, which is  16 native and present on-site, would be a better  17 alternative than Hackberry both visually and both in  18 terms of its context to the site.</p> <p>19 Viburnum dentatum, also present on the  20 site, again a native. It is subject to Leaf Beetle and  21 for that reason we would recommend using Viburnum  22 prunifolium, another native species, another upright  23 type Viburnum that would be appropriate. Again, it's  24 present on-site and is more resistant to the Leaf  25 Beetle damage. And that is a plant that we have seen</p>

<p>Korzon - narrative Page 17</p> <p>1 damaged done to by the Leaf Beetle. So from a  2 management, a landscape management standpoint I think  3 that's an important substitution to make.  4 The basin side slopes as I read the plan  5 were shown -- were graded to a slope of one-to-one.  6 That can be a challenging slope to maintain mulch on  7 and we have found dense clonal type vegetation to be  8 preferable in that setting. That can be shrub or that  9 can be herbaceous, like a sedge or grass. We did  10 provide some recommendations later in our memo for  11 shrubs that have a clonal tendency, both being Spiraea  12 species, native and present on-site. The idea being  13 that as those shrubs expand on the slope they will  14 start producing a really dense root system and hold the  15 slope much nicer than what just mulch alone will. And  16 as they expand, generally the amount of mulch required  17 to maintain cover in those areas is reduced as well.  18 On the landscape notes and details we  19 noted that a significant change to the existing  20 woodland edge is going to occur as a result of the  21 clearing that's proposed by this plan. Anywhere that a  22 new woodland edge is established, that will offer an  23 opportunity for existing invasive species to establish  24 as well as any that might be imported as part of it.  25 We would just make a note that part of the long-term</p>	<p>Korzon - narrative Page 19</p> <p>1 show up just as a result of construction. That's hard  2 to mitigate. You just have to know they're coming. We  3 in this memo also listed some of those common species  4 that show up during construction. It should include a  5 monitoring schedule that covers the appropriate seasons  6 of interest for any of the identified invasive species.  7 Different species grow at different times.  8 Lesser Celandine is a pretty common wetland invasive.  9 It shows up late February and by early April it's gone.  10 So if you're looking for Lesser Celandine and you go  11 out there in June you're going to say there's none  12 there only to find in the spring it's everywhere.  13 Conversely, there's a number of native warm season --  14 or nonnative warm season grasses, crabgrass being one  15 of them, that only starts growing in June. So if you  16 perform your inventory or your assessment too soon you  17 may miss that entirely. So that understanding what you  18 need to mitigate for and what you need to manage for is  19 an important aspect of setting up the monitoring  20 schedule, and then finally, what mechanical or chemical  21 controls would be required to control each one of  22 those.  23 What we have found in practicing invasive  24 species management is that you can generally lump  25 together a certain set of practices to address a large</p>
<p>Korzon - narrative Page 18</p> <p>1 responsibility of the owner is to maintain those  2 woodland edges and keep them free of any invasive  3 species, and some of the metrics that we recommend I'll  4 go over later in this memo.  5 We also noted the importance of  6 implementing and creating a monitoring maintenance plan  7 will likely require the services of a land management  8 professional. That is not to say that the land  9 management professional cannot be someone in the  10 landscape trade. There are plenty of landscape  11 contractors that we have encountered that are fully  12 aware of the strategies that we're talking about, and  13 the means and methods that are required to control some  14 of these invasive species. So I just want to make it  15 clear to the Board and to others that by us specifying  16 a land management professional, that does not  17 necessarily mean it has to be someone who solely  18 practices land management.  19 That being said, engaging that individual  20 or that firm, the management plan for the woodland edge  21 should include an identification of the existing native  22 species that are along that edge. We identified them  23 and listed them in this memo. However, like I said,  24 because of the disturbance created by the development  25 there are likely to be some new invasive species that</p>	<p>Korzon - narrative Page 20</p> <p>1 number of invasive species. So we can set aside, say,  2 June to manage -- to begin management, mechanical  3 management of an annual species; whereas it might be  4 preferable in late summer or early autumn to go after  5 woody invasive species like Multiflor rose, Porcelain  6 berry in, say, September or October using a chemical  7 control method. But again, it should really be -- that  8 approach should be dictated by the species that are  9 on-site.  10 And I just noted that once you establish  11 that management protocol for the larger woodland edge,  12 you're likely to have -- that's likely to be applicable  13 to the existing conservation area. And should there be  14 an interest in expanding those management practices  15 into that conservation area, it would likely not  16 require additional planting. You'd already have the  17 tools established in your management plan for the  18 woodland edge. The benefits of expanding into the  19 conservation area would be that the existing native  20 vegetation would likely be able to further establish  21 itself, and I suspect there are species in there that  22 due to some of the current competition would be allowed  23 to expand their presence on-site.  24 One of the notable invasive species as  25 soon as you walk into the site is Phragmites australis,</p>

<p>Korzon - narrative Page 21</p> <p>1 common reed. This is fairly prevalent in this area.  2 It's a very tough invasive species to get rid of it.  3 It takes a minimum of two years of chemical control to  4 remove large stands of it and generally requires  5 multiple years of limited follow-up to address any  6 regrowth that might happen.  7 It would be my suggestion that some  8 management protocol be put into place as part of some  9 initial mobilization and construction because of the  10 time it takes and because of the likelihood that root  11 fragments or seed are going to be distributed on-site.  12 And this plant -- there's a few species  13 that are really dubious in their abilities to spread.  14 This is one of them. And, you know, a bucket of soil  15 that has root fragment and taken somewhere else is  16 probably going to start establishing Phragmites in  17 another part of the development.  18 The most likely place for this is  19 obviously a bio-retention facility where there's some  20 higher -- where there's more moisture present in the  21 soil. That's kind of an ideal setting for that. And  22 once you get it in one, if they're interconnected  23 somehow you're just going to start getting them in any  24 connected bio-retention area.  25 We provided a list of all of the invasive</p>	<p>Korzon - narrative Page 23</p> <p>1 stuff away, you have to treat it. Because what  2 Ailanthus does is it grows a single dominant plant,  3 they call it a mother tree. And then from that tree it  4 sends out shoots that grow new little colonies  5 everywhere, and that could be five feet away, it can be  6 50 feet away.  7 MR. NEWLIN: It's like aliens.  8 THE WITNESS: Yeah. And if you cut the  9 mother tree down, all the kids say: "All right, we'll  10 see you and raise you," and they just grow crazy. So  11 what we typically find is that chemical control is the  12 most effective.  13 And I know in Pennsylvania there were  14 grant programs for the removal of the Ailanthus as part  15 of this Spotted Lanternfly control effort. I don't  16 know where those stand. I don't know how far they  17 reach. But those grants connected people with  18 Ailanthus -- it connected people that had Ailanthus on  19 their property with people who were experts at its  20 eradication.  21 MR. NEWLIN: Can I ask, is this something  22 we should especially prioritize because of trying to  23 keep the population of the Spotted Lanternfly down?  24 THE WITNESS: I don't know the latest  25 research on Spotted Lanternfly in terms of how they</p>
<p>Korzon - narrative Page 22</p> <p>1 species that we identified on-site as part of our site  2 visits on August 11th and 13th. And then we provided a  3 section in the memo listing invasive species that we  4 very commonly see follow construction activities.  5 Those will come just from simply disturbing the soil.  6 They can also be part of any soil import that occurs.  7 In reviewing this list you'll see that many of these  8 species are annual, and it's very common that annual  9 plants follow disturbance.  10 MR. NEWLIN: Could I ask you about the  11 Ailanthus because of the worry about the Spotted  12 Lanternfly?  13 THE WITNESS: Right.  14 MR. NEWLIN: I know there's a big  15 Pennsylvania thing. I know Harding now has Spotted  16 Lanternflies. They seem to be heavily attracted to  17 Ailanthus. How bad is the Lantern population on that  18 site? Is it something that you should specifically pay  19 attention to, to see if it can be eradicated, or where  20 are we there?  21 THE WITNESS: We didn't note a major  22 Ailanthus population. The one thing I would say about  23 Ailanthus is -- and it actually would pair well with  24 any treatment of Phragmites because you can treat them  25 both at similar times of the year -- you can't cut that</p>	<p>Korzon - narrative Page 24</p> <p>1 have responded to control of Ailanthus. What I can  2 tell you is that we see them on a lot of trees that  3 aren't Ailanthus at this point. They seem to really  4 -- they seem to actually negatively affect Ailanthus,  5 which is beneficial to us, not outright kill it. I've  6 seen them on flowering dogwood, I've seen them on --  7 we've seen them on river birch, we've seen them on  8 walnut, and I have yet to see any trees that perished  9 because of Spotted Lanternfly. However, I'm seeing  10 those in a snapshot, you know? So I don't know what  11 long-term monitoring might say about the fate of that  12 particular tree.  13 MR. NEWLINK: But you don't recommend any  14 clarification of that as a bigger threat? That's what  15 I'm hearing.  16 THE WITNESS: As of the last -- as of what  17 we read at the office last, no.  18 MR. NEWLIN: Okay.  19 THE WITNESS: I mean, I would recommend it  20 more because it's a really problematic invasive species  21 than a solution to Spotted Lanternfly at this point.  22 MR. NEWLIN: Thank you.  23 MR. YATES: I just had one potential  24 correction. Apocynum cannabinum, you have that as an  25 invasive. That's actually a native plant. It's very</p>

<p>Korzon - narrative Page 25</p> <p>1 poisonous, but it's native.  2 THE WITNESS: Dogbane, yes. And I should  3 clarify. When we're listing these as invasive, we're  4 doing so based on the problems they create in the  5 natural landscape that you're trying to manage. And  6 Dogbane, which is one of the common names of that  7 particular plant, tends to be a heavy colonizer, and  8 once its moves into a site it can act in some ways  9 similar to how Mugwort acts in that it just colonizes,  10 shades everything out and the next thing you know  11 that's the only plant you have.  12 MR. YATES: So it's a native invasive sort  13 of?  14 THE WITNESS: Yeah.  15 MR. YATES: Okay.  16 THE WITNESS: So it's one to watch out --  17 it's just one that we identify that's important to  18 watch out for because of its -- it can become fairly  19 pernicious on the site despite it being native.  20 MR. YATES: It's also very poisonous so  21 it's probably not good to have it in an area where you  22 might have pets or kids.  23 THE WITNESS: Right. And another,  24 Jumpseed Pennsylvania Smartweed, we have some native  25 Persicarias. That same deal, they are native but can</p>	<p>Korzon - narrative Page 27</p> <p>1 Inkberry holly, it's evergreen and it will expand in  2 bio-retention areas, it will expand in flower beds that  3 are large enough. And I think one of the most  4 important things is that it's evergreen so it checks  5 what tends to be a pretty important feature off the  6 list.  7 And then herbaceous plants, we listed a  8 variety of plants: Carex stricta, Cusick's sedge,  9 Monarda didyma, Bee Balm, two species of native mint.  10 I do want to note that Carex stricta and Monarda didyma  11 in that list are on the Highlands lists, whereas the  12 two Micranthemums are not.  13 The straight species Panicum, a native  14 plant, very solid plant, we use it a lot, tends to flop  15 over. And in a landscape setting tall grasses flopping  16 into sidewalks, flopping into driveways, flopping into  17 common areas is not necessarily a desirable  18 characteristic, so we recommended cultivars like  19 Shenandoah, Heavy Metal, or Hanse Herms. Those are  20 notable for being slightly shorter and are not as  21 likely to flop over in areas where you don't want them  22 to.  23 Panicum, Switch grass, and Bushy Blue Stem  24 were proposed on the plan in two-gallon and  25 three-gallon sizes. It has been our experience that</p>
<p>Korzon - narrative Page 26</p> <p>1 be problematic if you're trying to manage a natural  2 landscape.  3 Is that good, Chris?  4 MR. YATES: Yes.  5 THE WITNESS: Okay. The plant schedule on  6 landscape and notes. I can't emphasize enough for weed  7 control how important dense perennial vegetation is to  8 preventing weed growth, be it nuisance weeds like  9 dandelion or crabgrass, to things like Mugwort, things  10 like Phragmites. For that reason we suggested a few  11 substitutions in lieu of some of the proposed species.  12 Instead of Physocarpus, which is a native  13 plant, a very nice shrub, we would recommend one of the  14 two Spiraeas, native Spiraeas. Both are available in  15 the trade. They're clonal in nature so they'll spread  16 and form a dense thicket. They are shorter than what  17 Physocarpus tends to be, and in a managed landscape  18 long-term might be a bit more of an advantageous plant  19 to use just because its habit tends to be smaller than  20 Physocarpus.  21 Ilex glabra, Inkberry holly is a common  22 landscape plant. The cultivars of Ilex glabra are  23 single-stem cultivar. They're a very typical shrub;  24 whereas straight species tends to sucker and have a  25 clonal nature. So you can plant a straight species</p>	<p>Korzon - narrative Page 28</p> <p>1 those container sizes oftentimes tend to be a very  2 recently potted-up one-gallon container. So, you know,  3 unless you're very confident and know where you're  4 getting it from you may be paying three times as much  5 for a plant that is only a one-gallon.  6 Our recommendation with the notion of  7 density being an advantageous feature of any plantings  8 is that you might decrease that to a Number 1 size and  9 increase the quantity of planting in lieu of the larger  10 plants. Because both of those grasses tend to be  11 fairly fast growers, they will likely achieve the same  12 size of a Number 2 or a Number 3 within a few growing  13 seasons, so we would prefer to see a denser planting go  14 in.  15 In reviewing the Schematic Building  16 Foundation Landscape Plan, the Otto Luyken cherry  17 laurel is nonnative; Eastern red cedar, Grey Owl is a  18 cultivar that has a similar habit, similar in size at  19 maturity. Juniperus virginiana is present on-site, so  20 trying to stick with vegetation that is already present  21 using a cultivar or something that is there would be  22 advantageous. Again, Grey Owl is available in the  23 trade.  24 And then under-planting those planting  25 areas around the building foundations, we offered up a</p>

<p>Korzon - narrative Page 29</p> <p>1 few species that tend to be very low-growing and  2 different spreading ground cover-type species:  3 Notably, <i>Carex pensylvanica</i>, Oak sedge or Pennsylvania  4 sedge, and <i>Packera aurea</i>, Golden Groundsel have an  5 evergreen tendency and they grow fairly rapidly.  6 <i>Packera</i> has a yellow flower, blooms very early spring,  7 tends to be a nice feature in cultivation.  8 Finally, the Snow Storage Plan. We  9 recommend that a note be added that snow not be stored  10 in the bio-retention facilities. Those areas during  11 snow removal periods tend to have a "neon sign" on them  12 that say, "plow here." And what we -- what I have  13 observed over the years of looking at a lot of  14 bio-retention basins is that coming out of spring  15 you'll have shrubs snapped in half and salt content if  16 salt is being used, it really kind of builds up in the  17 soil and eventually you'll start seeing gaps in your  18 herbaceous vegetation because of the increased salinity  19 in the soil. It's probably not something that's  20 completely -- is not unavoidable, but to the extent it  21 can be avoided I think it's a beneficial note to  22 include.  23 And so that's our assessment of the site  24 plan. If there are any other questions; or should I  25 keep moving?</p>	<p>Korzon - narrative Page 31</p> <p>1 our substantial deer population, can you just comment  2 on the recommendations and how they interact with deer?  3 THE WITNESS: Most of the plants that we  4 have listed in this are deer-resistant. That being  5 said, caveat: I have seen deer beginning to eat plants  6 that I never saw them eat, you know. And I think that  7 could be -- I don't know why that could be. But  8 they're definitely tends to be varying tastes in deer  9 herds. One plant that is safe in Philly may get  10 browsed pretty hard in Allentown or, you know, another  11 location. I don't know if herd -- I don't know why  12 that is. But we tried to list things that tend to be  13 deer-resistant. The <i>Packera</i> and the sedges in  14 particular are fairly solid in terms of deer-resistant.  15 CHAIRMAN CLEW: Okay.  16 THE WITNESS: I think some of the shrubs,  17 some of the shrubs, you're just -- the approach, you  18 know, you just kind of hope they're in an area that's  19 populated enough that they're not walking through there  20 every night and you're giving them enough on the edges  21 that they stay to the edges.  22 CHAIRMAN CLEW: Are there any other sort  23 of key highlights that you want to cover before we open  24 this up for more questions?  25 THE WITNESS: I don't -- no. I mean, the</p>
<p>Korzon - narrative Page 30</p> <p>1 CHAIRMAN CLEW: Andrew, can I ask a couple  2 of questions on what you've covered so far?  3 So the <i>Phragmites</i>, kind of I know we see  4 that at the entrance on the sidewalks as we walk over  5 the bridges. I'm not actually clear how much of that  6 is on the property itself versus on the neighboring  7 commercial area. If you remove it in one but not the  8 other, does it just kind of come back, or...  9 THE WITNESS: Yeah, it will almost  10 certainly re-expand and reoccupy the area that it left  11 if it's not completely managed for. It really is a  12 challenging plant to control and it spreads very fast.  13 So, like I said, to the extent that it can  14 be dealt with early on I think it would be beneficial  15 to the project. Because ultimately with the adjacent  16 landowner having an established landscape practice  17 they're not likely to see <i>Phragmites</i> move around, but  18 if you're disturbing a site and performing a lot of  19 grading, the person doing that work is the one that's  20 likely to see that plant move into their project  21 because you're creating an advantageous environment for  22 it to spread.  23 CHAIRMAN CLEW: Okay. Thank you.  24 I guess the second question: With regard  25 to kind of the native plants and their interaction with</p>	<p>Korzon - narrative Page 32</p> <p>1 only other note would be the item I had on my review of  2 the Operation and Maintenance Plan, and that was to  3 include those five invasive species that I listed as  4 part of the monitoring of Scour Holes UB-1 and UB-2.  5 <i>Phragmites</i>, Common Mugwort, Mile-a-Minute Vine,  6 <i>Lespedeza</i> and Japanese Knotweed. They move around by  7 seed and I have certainly seen them get into stormwater  8 systems and move from basin to basin to basin until  9 they get to an outfall. And I think with the two scour  10 holes those are going to be the conduit for those  11 species or other invasive species getting into the  12 conservation areas. So keeping eyes on those scour  13 holes, when you can see that plant showing up, doing  14 something to take care of whatever invasive species it  15 might be is critical to preventing them from spreading  16 through the conservation areas.  17 CHAIRMAN CLEW: And these are the -- these  18 scour holes are where out of the overflow from the  19 on-site retention would go into the conservation areas,  20 the wetland areas?  21 THE WITNESS: That's my understanding of  22 how I read the plan.  23 CHAIRMAN CLEW: Okay.  24 Are there other questions from the Board,  25 Alf or Chris, as our resident experts on all things</p>

<p>Korzon - narrative Page 33</p> <p>1 Latin?</p> <p>2 (Laughter.)</p> <p>3 MR. NEWLIN: No.</p> <p>4 CHAIRMAN CLEW: Okay. And apologies to</p> <p>5 our court reporter for having to record all the Latin</p> <p>6 names for the duration of this session.</p> <p>7 THE WITNESS: I did note that we excluded</p> <p>8 common names, and I can send a revised copy of our memo</p> <p>9 to Lori.</p> <p>10 CHAIRMAN CLEW: I think having the Latin</p> <p>11 names helps us be precise. So I thank you for it even</p> <p>12 though I'm not as familiar with them as I'm sure you</p> <p>13 and others are.</p> <p>14 THE WITNESS: That's all. I mean, as far</p> <p>15 as my memo goes I think that's all I have. I ended</p> <p>16 with a note of -- the list at the end of the memo</p> <p>17 includes other species we saw.</p> <p>18 MR. NEWLIN: Okay. If I could ask our</p> <p>19 engineer if he has questions.</p> <p>20 MR. FOX: Sure. The one question I had</p> <p>21 was your recommendation as far as the bio-retention</p> <p>22 basin slopes which are presently shown as a one-to-one</p> <p>23 slope. Would you recommend reducing those slopes; and</p> <p>24 to what extent?</p> <p>25 THE WITNESS: Well, three-to-one is much</p>	<p>Korzon - narrative Page 35</p> <p>1 benefit.</p> <p>2 CHAIRMAN CLEW: Any other comments or</p> <p>3 questions from the Board?</p> <p>4 Mr. Hall.</p> <p>5 MR. HALL: I have a quick question.</p> <p>6 Mr. -- I'm sorry --</p> <p>7 CHAIRMAN CLEW: Korzon.</p> <p>8 Korzon.</p> <p>9 Have you reviewed the letter from Bohler</p> <p>10 of August 20 that responds to your memo?</p> <p>11 THE WITNESS: Yeah, I took a look at it.</p> <p>12 MR. HALL: Is everything okay, or do you</p> <p>13 have anything you disagree with? Is that adequate?</p> <p>14 THE WITNESS: No. Unless I missed</p> <p>15 something, the Applicant seems like they're interested</p> <p>16 in complying with all the recommendations we made.</p> <p>17 MR. HALL: And complying?</p> <p>18 The plan would have to be revised though.</p> <p>19 Is that correct?</p> <p>20 THE WITNESS: I think -- yes. I mean, I</p> <p>21 think some plant lists would need to be changed. The</p> <p>22 landscape plans would need to be revised to indicate</p> <p>23 where plantings are changing on the plan, and some of</p> <p>24 the notes and specifications on the landscape notes and</p> <p>25 detail sheets, C-704 -- and the other one is escaping</p>
<p>Korzon - narrative Page 34</p> <p>1 more manageable to maintain. It's more manageable to</p> <p>2 establish seeded vegetation on, like turf grass.</p> <p>3 MR. FOX: Correct.</p> <p>4 THE WITNESS: But it doesn't always allow</p> <p>5 you to fit these things nicely into wherever they need</p> <p>6 to be fitted. So I think the give-and-take in my mind</p> <p>7 with a one-to-one slope is if you're going to use it,</p> <p>8 that you vegetate it in such a way that you don't</p> <p>9 create an erosion issue for yourself down the road.</p> <p>10 Because it's difficult to grade things flat enough</p> <p>11 where you don't have some concentration at some point</p> <p>12 and it starts cutting into the side. But solid root</p> <p>13 mass is going to help with that dramatically. And, you</p> <p>14 know, I've seen enough one-to-one slopes that were</p> <p>15 mulched and that mulch inevitably ends up at the bottom</p> <p>16 of the slope. So I think reducing the slope</p> <p>17 three-to-one, four-to-one is obviously going to make</p> <p>18 maintenance much easier, but I can't speak to whether</p> <p>19 or not that was feasible on the plan.</p> <p>20 MR. FOX: Certainly I think the</p> <p>21 recommendation as far as changing the cover types for</p> <p>22 the cut slopes on the site is very good because that</p> <p>23 will actually help with stormwater management, reducing</p> <p>24 the extent of runoff where we're using shrubs and trees</p> <p>25 rather than lawns, so I think that's a definite</p>	<p>Korzon - narrative Page 36</p> <p>1 me -- would need to be updated from --</p> <p>2 MR. HALL: Would the width extent of the</p> <p>3 plantings areas, would they be changed or is it just</p> <p>4 labeling from the memo? I'm trying to understand how</p> <p>5 much the plan may change to be consistent with your</p> <p>6 recommendations.</p> <p>7 THE WITNESS: Well, I mean, I think the</p> <p>8 one major change probably comes to the plans, and that</p> <p>9 was in establishing meadows, identifying where meadows</p> <p>10 would go and identifying where some of that</p> <p>11 reforestation would happen.</p> <p>12 MR. HALL: Okay, yeah. And I was just</p> <p>13 curious. The concept of the wooded edge -- is that</p> <p>14 what you called it? -- how wide is that? And is that</p> <p>15 clearly shown on the plans?</p> <p>16 THE WITNESS: Well, the cut/fill slopes</p> <p>17 are clearly shown on the plans.</p> <p>18 MR. HALL: No, no, no. The wooded edge.</p> <p>19 Isn't that the term you used?</p> <p>20 THE WITNESS: Yeah, the plans indicate an</p> <p>21 existing edge, woodland edge.</p> <p>22 MR. HALL: "Woodland edge." Okay.</p> <p>23 THE WITNESS: Yeah. And I think -- and my</p> <p>24 recollection is that the plans indicate where that edge</p> <p>25 would be -- how that edge would be changed as a result</p>

<p>Korzon - narrative Page 37</p> <p>1 of the grading.</p> <p>2 MR. HALL: Okay. Thank you.</p> <p>3 CHAIRMAN CLEW: Paul, can you confirm</p> <p>4 that's the case?</p> <p>5 MR. FOX: Yes.</p> <p>6 CHAIRMAN CLEW: Thank you.</p> <p>7 Mr. Chrismer.</p> <p>8 MR. CHRISMER: Hi. Again, I'm Noah</p> <p>9 Chrismer from KRE Group.</p> <p>10 Andrew, I had just one question, and it's</p> <p>11 on the Eastern white pine. So those are great buffer</p> <p>12 trees in the beginning, but sometimes we find --</p> <p>13 and they grow fast and nice, but then sometimes we find</p> <p>14 that after a handful of years the lower branches start</p> <p>15 to break off, they become a difficult tree to maintain.</p> <p>16 Is there any alternative that you would</p> <p>17 use? Any conifer that you would use that would still</p> <p>18 be native but that might be like a better long-term</p> <p>19 solution?</p> <p>20 THE WITNESS: We don't have -- that is a</p> <p>21 feature of the White pine that is problematic. They</p> <p>22 will naturally drop their lower branches as they</p> <p>23 mature.</p> <p>24 MR. CHRISMER: Yep.</p> <p>25 THE WITNESS: In this area we don't have</p>	<p>Korzon - narrative Page 39</p> <p>1 White pine grows, you know, again quickly, they start</p> <p>2 to drop their branches, and the buffering, you lose the</p> <p>3 buffering on the lower 15 foot of the tree.</p> <p>4 MR. PLATT: Or a single ice storm and</p> <p>5 you're out of business.</p> <p>6 MR. CHRISMER: So that's generally why</p> <p>7 we -- they've become very difficult to maintain for us.</p> <p>8 MR. NEWLIN: How many substitutes are we</p> <p>9 talking about? How many trees?</p> <p>10 THE WITNESS: I don't have a count on the</p> <p>11 trees. The strategy we use to deal with this is, we</p> <p>12 plant the White pine, and then we plant them on</p> <p>13 whichever side, both sides or one side with smaller</p> <p>14 trees and shrubs. This idea of this shrub that would</p> <p>15 help -- would prevent some weed incursion and give you</p> <p>16 some habitat and would help at least buffer some of</p> <p>17 that branch drop.</p> <p>18 MR. CHRISMER: Okay.</p> <p>19 THE WITNESS: So it could be a</p> <p>20 consideration in certain areas. You know, maybe if a</p> <p>21 balance can be struck between the Norway spruce and the</p> <p>22 White pines with some sort of shrub planting, that</p> <p>23 might be the best option.</p> <p>24 MR. CHRISMER: Excellent. Thank you.</p> <p>25 MR. YATES: I would just note that the</p>
<p>Korzon - narrative Page 38</p> <p>1 very many viable native pines that work in a landscape</p> <p>2 setting. There's certainly native pines but they're</p> <p>3 either a very challenging source because nobody wants</p> <p>4 to install them because they don't have a great form,</p> <p>5 or they're too short, they don't have the appropriate</p> <p>6 form for the goals that you might need, or they're very</p> <p>7 specific to where they want to grow. And I don't think</p> <p>8 this particular site is one of those sites.</p> <p>9 MR. CHRISMER: Okay.</p> <p>10 THE WITNESS: You see them in really sandy</p> <p>11 soil, you know, in shrubland areas.</p> <p>12 MR. CHRISMER: Okay.</p> <p>13 THE WITNESS: So I do think of all the</p> <p>14 plants that we suggested, we recommended substitutions</p> <p>15 for, Picea Abies, the Norway spruce, is one that if</p> <p>16 that were to remain on the plan I don't see a major</p> <p>17 issue in that, and that --</p> <p>18 MR. CHRISMER: Okay.</p> <p>19 THE WITNESS: -- for the reasons we just</p> <p>20 listed about the White pine.</p> <p>21 MR. NEWLIN: Is there certain areas that</p> <p>22 you're concerned about where --</p> <p>23 MR. CHRISMER: It's just white pines in</p> <p>24 general, Mr. Newlin. We generally will install a</p> <p>25 Norway spruce in lieu of a White pine because while the</p>	<p>Korzon - narrative Page 40</p> <p>1 Norway spruce is ubiquitous in Harding, so I think to</p> <p>2 the extent that something is needed for a barrier, I</p> <p>3 don't think we should be hung up on the use of Norway</p> <p>4 spruce on the project.</p> <p>5 THE WITNESS: You know, I have not seen in</p> <p>6 all of my travels any tendency for Norway spruce to be</p> <p>7 invasive. I've never found, you know, natural adjacent</p> <p>8 to Norway spruce plantings with all these Norway Spruce</p> <p>9 saplings -- I do at least at this point feel like that</p> <p>10 is an appropriate planting when you have a specific</p> <p>11 goal in mind, particularly buffering and screening.</p> <p>12 MR. ORTH: And on behalf of the Applicant,</p> <p>13 first of all, we reviewed the report, we responded to</p> <p>14 it, we thought it was reasonable, a lot of great</p> <p>15 suggestions in there. And we appreciate the time and</p> <p>16 the effort you took for that as well as the testimony</p> <p>17 tonight.</p> <p>18 And certainly as a condition of approval</p> <p>19 the Applicant can stipulate to submit revised plans,</p> <p>20 and we can certainly also submit them to Larry Weaner</p> <p>21 Landscape Associates for review and comment as part of</p> <p>22 resolution compliance.</p> <p>23 MR. dePOORTERE: Mr. Chair, just real</p> <p>24 quick. One of his notes -- and I probably heard it but</p> <p>25 I fell asleep -- is about snow removal. Please help me</p>



<p>Korzon - narrative Page 41</p> <p>1 here. The town tax dollar reimburses associations for  2 snow removal. Is that correct?  3 MR. PLATT: Ten cents on the dollar.  4 MR. dePOORTERE: I just want to make sure  5 that there's plenty of room, it's not going in a basin.  6 Because I would hate to have an association in a year  7 or two come back and say: Oh, you're going to pay to  8 truck it out. Oh, by the way, we had to go an extra  9 two weeks with Bobcats to clean it up because no one  10 could get out.  11 I just want to make sure the Applicant  12 said there's plenty of room minus the detention basins  13 that it will be a fair price going back to the Township  14 that has to be reimbursed, that's all.  15 MR. ORTH: There is room on the site to  16 accomplish that, and we will add that note on C-912,  17 that the snow storage is not permitted within the  18 bio-retention basins as well.  19 CHAIRMAN CLEW: Okay. All right. Thank  20 you.  21 I guess the other general point, Mr. Orth,  22 I don't know who's the best one to respond to this, but  23 under the monitoring schedule, the implementation plan  24 and the maintenance plan, can you just comment on how  25 you expect that to work kind of on an ongoing basis?</p>	<p>Korzon - narrative Page 43</p> <p>1 CHAIRMAN CLEW: All right. And these  2 recommendations in the Larry Weaner memo, do they all  3 seem reasonable and practically implementable?  4 MR. CHRISMER: Yes. And we appreciate  5 Andrew and his partner coming out to the site and how  6 quickly you guys turned around a report and reviewed  7 our claims.  8 MR. NEWLIN: I want to ask a little bit  9 more. Just general feedback back for us.  10 These recommendations, are they pretty  11 feasible? Are there any cost concerns that you have?  12 MR. CHRISMER: So, they're all going to  13 cost something. But we read the memo immediately and  14 we thought that they were both smart and reasonable and  15 it made sense and it was something that we had already  16 committed to this Board to do. And so I think this  17 feels to me part and parcel of the process that we've  18 gone through on a number of things, like the  19 architectural treatment on this where the Board has dug  20 in pretty deep into these things. But these  21 recommendations that have come out have made it better.  22 MR. NEWLIN: It doesn't cause you  23 heartburn?  24 MR. CHRISMER: We didn't find this onerous  25 or cost-prohibitive or anything like that, yeah.</p>
<p>Korzon - narrative Page 42</p> <p>1 MR. ORTH: To the best of my ability, yes.  2 MR. CHRISMER: I can help with that.  3 MR. ORTH: I think I might have Mr.  4 Chrismer up here to --  5 CHAIRMAN CLEW: You might phone a friend  6 any time you want.  7 MR. ORTH: Phone a friend? Okay. I still  8 have two more to go.  9 MR. CHRISMER: Thanks, Mr. Chairman.  10 We will employ, or whatever ownership  11 structure ends up owning the site ultimately, we will  12 employ a professional landscaper to manage the site,  13 and we will as a condition of any approval or  14 resolution-compliance make sure that that landscape  15 company either has a land management professional  16 in-house or that we hire one separately to perform --  17 and, Andrew, we'll work with you on here -- however  18 many number of inspections throughout the different  19 seasons are needed by that land management  20 professional.  21 I think it's quite likely given the  22 landscape companies that KRE uses that they have a land  23 management professional in-house to them. Again, if  24 they don't we'll commit to hiring one independent of  25 the landscaping company.</p>	<p>Korzon - narrative Page 44</p> <p>1 MR. NEWLIN: Okay, thanks.  2 CHAIRMAN CLEW: Thank you.  3 Are there any other questions from the  4 Board? Comments from our KRE Associates? Any members  5 of the public that want to make a comment?  6 No? Okay. All right.  7 MR. PLATT: Other than just wall cover,  8 putting English ivy so that it goes up the wall and  9 makes it look like it's been there for a while, I think  10 that that would be a good addition.  11 CHAIRMAN CLEW: You want to put nonnative  12 English species on the wall?  13 MR. PLATT: That's right.  14 MR. YATES: English ivy is going to be  15 very invasive. If there's going to be a vine it should  16 be Virginia creeper or something like that.  17 MR. PLATT: The stone we're going to be  18 discussing at some point tonight.  19 CHAIRMAN CLEW: Okay.  20 All right. Andrew, thank you very much  21 for your time, your attention, your quick turnaround.  22 And thank you to the KRE team for their  23 quick turnaround and response on the landscape  24 questions.  25 If there are no additional questions for</p>

<p>Korzon - narrative Page 45</p> <p>1 Andrew I was going to offer that he could exit the room  2 and make his way home.  3 I'm seeing a lot of nodding.  4 So, Andrew, thank you very much, and have  5 is a safe travel home.  6 THE WITNESS: Thank you.  7 MR. HALL: I'm sorry. One quick question.  8 You're going to be available to review  9 revised plans. Is that correct, or no? Is that  10 covered?  11 THE WITNESS: Yeah, we can --  12 MR. HALL: I just want to make sure. They  13 said they meet your recommendations. I just wanted to  14 know how we're treating that. Someone has to confirm  15 that he did it. I can't.  16 MR. YATES: I think that was in the scope.  17 Right?  18 CHAIRMAN CLEW: Yes, I do believe that was  19 in the scope.  20 MR. HALL: Yeah, okay. So...  21 THE WITNESS: Yeah.  22 CHAIRMAN CLEW: Okay.  23 THE WITNESS: Yes.  24 CHAIRMAN CLEW: Thank you, Andrew, I  25 appreciate it.</p>	<p>Bohler - narrative Page 47</p> <p>1 THE WITNESS: Sure.  2 So the first question would be about the  3 length of the wall. We did some further research. I  4 still can't find the DEP General Permit that would  5 allow me to put the wall into the wetland buffer, so  6 that was a limitation that we're limited at. We did  7 commit last time to put a wall along the back of  8 Building 7 which would be more of a fence, an insulated  9 fence or a solid wood-like wall of sorts that is eight  10 feet high on those locations to provide some sound  11 attenuation at that area.  12 And I can pull up the plans if you need me  13 to.  14 CHAIRMAN CLEW: Yeah. Could we just have  15 a quick look at sort of the --  16 THE WITNESS: Sure.  17 CHAIRMAN CLEW: -- locations and  18 dimensions there?  19 MR. ORTH: And I think at the last meeting  20 we called the wall that Mr. Bohler has referenced a  21 "privacy wall."  22 MS. TAGLAIRINO: Yeah. Do you want to  23 plug in up here?  24 CHAIRMAN CLEW: So not a "sound wall"?  25 MR. ORTH: It is, it has sound</p>
<p>Page 46</p> <p>1 THE WITNESS: Thank you.  2 (Witness excused.)  3 CHAIRMAN CLEW: Can we turn next to the  4 sound wall? I think where we left off last time, there  5 was some questions, there were some open questions on  6 kind of what it was going to be made of, there was some  7 open questions on whether it could be in some form  8 extended further than kind of the proposal we saw in  9 July.  10 MR. ORTH: I can certainly recall Mr.  11 Bohler just to give a brief overview of his response  12 letter that we submitted. I'm happy to do that and  13 then answer any specific questions.  14  15 B R A D F O R D B O H L E R, recalled as a witness,  16 having been previously sworn, testifies further  17 as follows:  18  19 CHAIRMAN CLEW: Mr. Bohler, welcome this  20 evening.  21 MR. BOHLER: Hello.  22 MR. ORTH: So just to assist my  23 transcriber, this is Mr. Bohler, he's previously been  24 sworn and continues to be under oath as he provides  25 some testimony tonight on the sound wall.</p>	<p>Bohler - narrative Page 48</p> <p>1 attenuation.  2 MS. TAGLAIRINO: Let me show you what I  3 have in here, if this is it.  4 THE WITNESS: Sure.  5 MS. TAGLAIRINO: You don't want to look  6 that way; look that way.  7 THE WITNESS: It was last hearing's  8 exhibits.  9 MS. TAGLAIRINO: Oh, the last hearing  10 exhibits? I don't know if I have --  11 MR. HALL: Is that posted, Lori?  12 THE WITNESS: That's okay. I have them  13 right here.  14 MS. TAGLAIRINO: All right. So you're  15 going to plug in?  16 THE WITNESS: Yeah, sure.  17 CHAIRMAN CLEW: Lori, in the agenda it's  18 the Sound Wall exhibit from 7/16. The section that is  19 under documents from 7/16.  20 MS. TAGLAIRINO: Oh. Then I do have it.  21 Is it this one?  22 MR. dePOORTERE: It's actually two  23 drawings.  24 THE WITNESS: It's two pages. That's it.  25 Excellent. Thank you.</p>

<p>Bohler - narrative Page 49</p> <p>1 MS. TAGLAIRINO: And do you want a 2 pointer? 3 THE WITNESS: I do have that as well. 4 Hold on. 5 MR. HALL: Lori, do you know why this one 6 is not clear? 7 MS. TAGLAIRINO: The projector is broken, 8 that's why. And I can't turn -- 9 MR. HALL: Looking at it doesn't help me. 10 The other one is too far away. 11 MS. TAGLAIRINO: You can certainly move to 12 where you have to move to see them. 13 Do you have your pointer? Okay. 14 THE WITNESS: I do. 15 MS. TAGLAIRINO: And this is the page you 16 want? 17 THE WITNESS: This is the page I want. 18 Thank you. 19 MR. HALL: Is that C-01? 20 MS. TAGLAIRINO: C-01. 21 MR. HALL: Dated 7, looks like 16, 2021. 22 Okay. 23 THE WITNESS: The CO-1 sheet, Building 7 24 is to the right side of the page, it's the one that 25 backs up to 287. The sound wall ends at the first</p>	<p>Bohler - narrative Page 51</p> <p>1 THE WITNESS: Yes. It's just a little 2 funky because north is usually on top of the page, but 3 this entire presentation has been left. Yes, we can go 4 from essentially where the sidewalk is up to the east 5 side of the Building 7. 6 CHAIRMAN CLEW: Okay. And that is an 7 8-foot fence that would provide sort of some level of 8 sound attenuation. And am I correct in recalling that 9 the grade there is substantially raised starting -- is 10 substantially raised above sort of the grade of the 11 highway? 12 THE WITNESS: Yes. 13 CHAIRMAN CLEW: Okay. So would that then 14 sort of have the effect of kind of putting -- sorry 15 I'm -- I'm not sure I know how to say this, but -- 16 MR. YATES: Enhance the sound. 17 CHAIRMAN CLEW: Yes, enhance the sound 18 reduction because of its original starting height and 19 then going up eight feet? 20 THE WITNESS: Yes. So the eight feet 21 would be generally in line with the 15-foot high wall, 22 sound wall that we're installing. 23 MR. HALL: I'm sorry. With the what? I 24 didn't hear you. 25 THE WITNESS: The 8-foot sound fence we'll</p>
<p>Bohler - narrative Page 50</p> <p>1 unit, plus or minus. And at this location called 20 2 feet off the building you have the sound-attenuating 3 fence of some sort. 4 So right now we're proposing PVC that 5 would be insulated with foam. Another option would be 6 a wood fence that has solid wood boards together so 7 that it doesn't have that overlap. When you see a 8 board-on-board fence you can look through sometimes. 9 It would be more like a decorative stockade fence. It 10 would be solid, so there's no gaps of air in there. 11 CHAIRMAN CLEW: Pardon me if my 12 recollection isn't accurate. But I thought the 13 question was: Could that fence which seems to end sort 14 of after the first two or so units of Building 7, could 15 that be extended further to the west I guess to cover 16 more of more of Building 7? 17 THE WITNESS: Yes. The sound wall does 18 end at the first unit, but if we needed to overlap them 19 we could go down towards the sidewalk, which is at 20 bottom of the page. 21 CHAIRMAN CLEW: Okay. 22 THE WITNESS: Right. 23 Excuse me. You said "west." 24 CHAIRMAN CLEW: I believe you -- but 25 towards the bottom of the page as well.</p>	<p>Bohler - narrative Page 52</p> <p>1 differentiate between Building 7 would be approximately 2 the same height, elevation on top of elevation, as 3 15-foot sound wall we're proposing. 4 MR. HALL: Okay. And how would that 5 compare to the elevation of the building, first floor, 6 second floor roof and -- 7 THE WITNESS: Most of the first floor. 8 MR. HALL: Okay. 9 THE WITNESS: And then material-wise we 10 proposed an option in response to the Board in the 11 August 16th letter of pressure-treated wood. That was 12 going to be installed. So it's a post and it has the 13 boards between them. So they get stained, they can be 14 maintained or reviewed for maintenance on a yearly or 15 biyearly basis. The boards can be replaced generally 16 pretty easily if they do need to be replaced. So that 17 would be our proposal as of right now, or a similar 18 version. 19 CHAIRMAN CLEW: I've read kind of the 20 proposal. It's basically, what, plywood on two sides 21 of a frame? Is that -- 22 THE WITNESS: It's not -- it's called 23 plywood but it's not plywood. They're actually 2 x 24 4s -- sorry, I shouldn't say 2 x 4. They're 2 x's in 25 between posts. So that they're actually pieces of</p>

<p>Bohler - narrative Page 53</p> <p>1 solid wood that are pressure-treated.  2 MR. dePOORTERE: My understanding is that  3 it was a very similar to T-111 after a frame. You  4 design the columns and then there's a frame underneath.  5 But the saw cut which makes it look like large planks  6 is actually T-111 cut in those joints. I may be  7 misreading it if it's a Hoover product.  8 THE WITNESS: Okay. I don't know that  9 specifically.  10 MR. dePOORTERE: Yeah. Hoover has a  11 fire-proof plywood that we use all the time. It looks  12 like T-111. Because if you look at those pictures it  13 looks like you're getting some beefy 3 x 8s or 3 x 12s.  14 In actuality, which is an economic -- thank you for the  15 wall -- but economic-wise it's a frame behind it and  16 it's just covered. It's sandwiched with these, which  17 kind of leads to the next question.  18 THE WITNESS: Okay.  19 MR. dePOORTERE: I'm thinking about  20 residents in there two, three years and, God forbid, a  21 tree or something hits. That wall can take some  22 damage, it's not the end of the world. Like you said,  23 it can be repaired. But people have to understand --  24 because I grew up with concrete walls -- and that's  25 just not going to happen, I understand economically.</p>	<p>Bohler - narrative Page 55</p> <p>1 possible?  2 MR. PLATT: I thought there were two  3 walls.  4 MR. BJORKEDAL: There were two walls.  5 Which one are you referring to?  6 CHAIRMAN CLEW: I think this is the sound  7 wall which I understand to be a 15-foot barrier, and  8 that was --  9 MR. HALL: Just let me go back. I'm  10 sorry.  11 The photos that are up there, are they the  12 main proposal, or the larger one?  13 THE WITNESS: Yeah. So the photos are in  14 color and there are certain stains that you can use.  15 So again, color wise we can work with Paul to figure  16 out what we want to do for that.  17 MR. HALL: But that's representative of  18 the design and the look?  19 THE WITNESS: Yes.  20 MR. HALL: I just want to make sure.  21 THE WITNESS: Yes. And we gave two  22 photos.  23 And I'm not missing your question, Mr.  24 Chairman.  25 The one, the second photo shows how it</p>
<p>Bohler - narrative Page 54</p> <p>1 But that wall, you know, will need some maintenance,  2 and if something happens to it, it will need to be  3 repaired.  4 THE WITNESS: Yeah. And that's an issue  5 from our perspective. The maintenance plan would -- I  6 think Mr. Chrismer mentioned that that would be part of  7 the agreement we have with the town. But we agree  8 there's a maintenance schedule that has to be done,  9 it's not just power-washing like a stonewall, it's  10 going to be inspection and review and staining and  11 replacement.  12 MR. dePOORTERE: Someone will move in and  13 something will be done and it will just be a complaint  14 that will come up before the Planning Board and we'll  15 discuss it.  16 MR. PLATT: We'll be dead by then.  17 MR. dePOORTERE: I will. You won't,  18 you'll still be around.  19 (Laughter.)  20 CHAIRMAN CLEW: I thought when we talked  21 the last time -- and maybe this is my faulty memory --  22 but I was expecting that we were going to see a  23 concrete engineered wall. It was described as rather  24 very expensive and a reach but something that you all  25 were willing to consider. Is that kind of not</p>	<p>Bohler - narrative Page 56</p> <p>1 would work on a sloped area. So one of the questions  2 we had last time was: How does it transition between a  3 grade differential. So the Board can see that.  4 MR. HALL: Would you put that up? I  5 thought that's what we just had before and it went  6 away.  7 CHAIRMAN CLEW: Sorry, I redirected Lori,  8 so...  9 MR. HALL: Sorry.  10 MS. TAGLAIRINO: That's okay.  11 MR. HALL: It was there a minute ago, the  12 photos.  13 Yeah, that.  14 Is that what you're describing?  15 THE WITNESS: Yes. Those two show -- you  16 can see how the grade comes up and it will transition.  17 And also similar on the right side, the third photo, it  18 drops down slightly so you can see there's a transition  19 there.  20 MR. HALL: And on the angled one, is that  21 representative of the separation between the curb and  22 the wall? If we were talking --  23 THE WITNESS: I would say there's more  24 space between ours and --  25 MR. HALL: Okay.</p>

<p>Bohler - narrative Page 57</p> <p>1 MR. PLATT: So why aren't we doing  2 concrete? I thought we were sort of pushing you  3 towards the concrete option and away from the wood  4 option.  5 THE WITNESS: So, I think this one looks  6 decent. That's my opinion. It is easier to install,  7 it does provide the proper attenuation. Actually our  8 office is using this in another application where we're  9 required to provide sound attenuation. The board  10 requested that because the life span is generally the  11 same. The concrete ones just tend to be tougher and  12 nobody really maintains them, you don't go out and look  13 at them and they obviously are more expensive.  14 CHAIRMAN CLEW: Are you saying the  15 concrete is more expensive to maintain?  16 THE WITNESS: To install.  17 CHAIRMAN CLEW: To install. Okay.  18 THE WITNESS: Yes.  19 CHAIRMAN CLEW: But to maintain, in terms  20 of the ongoing cost to the community that's going to  21 end up paying for it after KRE exits this business.  22 THE WITNESS: I don't know if KRE is  23 exiting the business but --  24 CHAIRMAN CLEW: Sorry. Largely these  25 units are for sale. Correct?</p>	<p>Bohler - narrative Page 59</p> <p>1 panels are installed differently. But, yes.  2 THE WITNESS: Again, maintenance. If a  3 tree does fall on the concrete panel and breaks it,  4 replacement is tough too. So, and it's not going to be  5 that big of a crack. But that's --  6 MR. NEWLIN: The effectiveness, are they  7 equivalent?  8 THE WITNESS: They're equivalent, yes.  9 MR. NEWLIN: In terms of their efficiency,  10 sound attenuation?  11 THE WITNESS: Yes.  12 MR. NEWLIN: The same?  13 THE WITNESS: The same.  14 MS. WALTERS: With regard to sound? The  15 same with respect to what?  16 THE WITNESS: With respect to sound  17 attenuation. Yes, they're the same.  18 MR. dePOORTERE: My understanding is  19 boards deflect it. The sounds comes and it deflects it  20 up. A concrete wall or a wood wall is not going to  21 deflect it, it's just going to push it up. So...  22 CHAIRMAN CLEW: Do you have any experience  23 to offer here between -- on kind of the difference  24 between concrete and plywood, Paul, sound attenuation?  25 MR. FOX: I certainly think this is going</p>
<p>Bohler - narrative Page 58</p> <p>1 THE WITNESS: I don't know that.  2 MR. YATES: I think that remains to be  3 determined. I think the Town Committee would deal with  4 this question.  5 MR. HALL: If there were sale units you  6 would have an association. So either way there's some  7 entity rather than individual owners. It would be the  8 owner association or an entity I think.  9 MR. PLATT: But what is the cost  10 difference between going wood and putting up this  11 cement barrier? Is it twice as expensive?  12 THE WITNESS: I'm just trying to wrap my  13 brain -- probably just the installation of the posts  14 and the foundations for them are more expensive. This  15 is installed with a different method. They bury the  16 post in the ground. There's no footings. That's a big  17 ticket item. The posts themselves are more expensive,  18 the panels themselves are more expensive.  19 Twice as much maybe, yeah. I don't have  20 an exact number.  21 MR. PLATT: But the concrete is installed  22 with cranes, and they're modular, and once you put in  23 the posts everything else just sort of is lowered into  24 place by a crane when it's built on-site.  25 THE WITNESS: That's some options. Other</p>	<p>Bohler - narrative Page 60</p> <p>1 to require a lot more maintenance. So to the extent  2 that something that isn't seen by the community, no  3 interest that they're going to be in maintaining it,  4 that becomes problematic.  5 This is a plywood material that is applied  6 to two sides of a wood frame; Texture 111 plywood.  7 This is what was used on one of the original housing  8 developments, condominium developments built in  9 Harding, and they've gone through the process of  10 replacing a lot of that already. So it definitely has  11 a time span to it. It does require maintenance. Also  12 the concept of sandwiching two layers of that on a  13 concrete frame, what happens to moisture on the  14 interior of that is a little bit questionable in my  15 mind.  16 CHAIRMAN CLEW: So as proposed this is not  17 a concrete frame?  18 MR. FOX: This is not. This is all a  19 timber frame.  20 CHAIRMAN CLEW: Wood frame?  21 MR. FOX: So they'll take a timber frame,  22 let's say 2 x 6s, and then on each side of the 2 x 6s  23 put plywood. So you have plywood, a 2-by something  24 frame, and then plywood. And it's, you know, if you  25 have ever been to Harding Green, that's where that</p>

<p>Bohler - narrative Page 61</p> <p>1 siding was used on the exterior of the homes.  2 CHAIRMAN CLEW: You can get a shed made  3 out of it at Agway.  4 MR. FOX: That's right. It's very poplar.  5 It's been around easily for 30 or 40 years, but it does  6 require maintenance and it is not a lifetime item,  7 that's for sure.  8 CHAIRMAN CLEW: And how often do you have  9 to replace a concrete wall?  10 MR. FOX: I would say in my best New  11 Jersey, "neva."  12 MR. dePOORTERE: "Neva."  13 CHAIRMAN CLEW: All right.  14 MR. FOX: But there's certainly a point  15 when it does get damaged. It's not an easy  16 replacement. I can think of only one area on 287 where  17 it's ever been replaced is over by the Mt. Airy Road  18 area. There was an accident that actually a vehicle  19 penetrated --  20 CHAIRMAN CLEW: A vehicle ran into it.  21 MR. FOX: Yeah, a vehicle penetrated the  22 sound barrier.  23 MR. NEWLIN: With the residents this is to  24 their benefit, so, yes, why wouldn't they naturally  25 want to maintain it?</p>	<p>Bohler - narrative Page 63</p> <p>1 MR. FOX: What about a fencing permit?  2 THE WITNESS: It's not considered a fence  3 because it's so high. If it was a 4-foot high chain  4 link fence, yeah, but it is not. I can certainly talk  5 to the DEP about it and if we can get further I will do  6 that, but as of right now it's not looking pretty.  7 MR. FOX: You know, I think the two  8 differences between the fencing -- getting back to that  9 issue -- concrete versus wood, I would argue that from  10 a sound study and attenuation standpoint you can  11 probably achieve the same effectiveness. It's really  12 just a long-term durability and maintenance issue.  13 Something whereas the concrete you can put it out  14 there, really not have to worry about it, versus this  15 fencing is definitely going to require maintenance over  16 time.  17 You know, the quality of lumber in general  18 has gone down as you're having -- a lot of pine is  19 grown in plantations, forced grown for high growth  20 rates and with wider graining and it's not as durable.  21 So it's definitely going to be a maintenance issue  22 going forward.  23 CHAIRMAN CLEW: Paul, as I read the plan,  24 C-1 that was provided previously, some of the buildings  25 look out directly onto their viewscape. Is that</p>
<p>Bohler - narrative Page 62</p> <p>1 MR. FOX: I think it's one issue if it's  2 still up in the air and hasn't fallen down, it's  3 another from an appearance standpoint.  4 MR. NEWLIN: Shabby.  5 MR. FOX: Yeah. And given the location  6 where it is on the site, it's not exactly at a location  7 where people are going to be noticing and finding it  8 objectionable. So that may be a concern.  9 As far as extending it through the  10 wetlands, I'm a little bit -- to me you would just get  11 a General Permit for fencing to construct something  12 like that through the wetlands. No different than if  13 you were putting a dog fence through a wetland area.  14 Worse comes to worst, then you just have to get an  15 individual permit. So that I think the idea of not  16 being able to put that through a wetland, I'd have to  17 give that some thought before I arrived at the  18 conclusion.  19 THE WITNESS: We were told --  20 MS. TAGLAIRINO: Would you put your --  21 MR. FOX: I'm sorry.  22 THE WITNESS: The individual permit side  23 of things is a no go with DEP for a private developer.  24 Maybe for town applications, but for us it wouldn't  25 fly.</p>	<p>Bohler - narrative Page 64</p> <p>1 Building 15 possibly?  2 MR. FOX: It will be Building Number 9 --  3 CHAIRMAN CLEW: Yeah, the building that's  4 sort of furthest down --  5 MR. HALL: -- and 11, and 15. Those three  6 buildings.  7 CHAIRMAN CLEW: I guess to the west or the  8 bottom of the page onto the plan, that the viewscape  9 there is out of the back door over a retention basin  10 and directly up against a wall. There's not going to  11 be -- I don't imagine there's a lot of screening in the  12 retention basin itself.  13 THE WITNESS: There's significant screen.  14 That's one of the bio-retention basins, so they're  15 heavily planted. And with the -- I'm sure he's not  16 here anymore -- but we have to add more plantings as  17 part of his request.  18 CHAIRMAN CLEW: Okay.  19 THE WITNESS: So it's pretty heavy screen.  20 There's trees and shrubs, grasses, so it's a full plant  21 pallet in those areas.  22 CHAIRMAN CLEW: Okay.  23 MR. HALL: But they're not 15 feet tall,  24 are they?  25 THE WITNESS: The trees will at some point</p>

<p>Bohler - narrative Page 65</p> <p>1 get there, but they're planted in at 12 to 14 feet  2 tall.  3 MR. HALL: Okay.  4 THE WITNESS: They're slightly smaller  5 than the wall, so it will grow up to that.  6 MR. HALL: I'm concerned about what grows  7 in the detention basin; but I don't know.  8 MR. ORTH: And the Applicant will  9 stipulate to maintain and inspect the wall on an  10 appropriate basis to ensure that it lasts as long as it  11 should.  12 CHAIRMAN CLEW: And what would that entail  13 and what is the burden -- my apologies for saying this  14 again. But my recollection is the way this application  15 started was there were 80 for-sale units and 16  16 for-rent units. So I am operating under the assumption  17 that this is substantially a property that is going to  18 be listed for sale. So what is the burden on the  19 homeowners or the homeowner association? And how is  20 that different if this is a concrete wall versus this  21 is a wooden wall?  22 MR. ORTH: Well, I would suspect that the  23 developer has taken into account all considerations  24 related to cost, and we've done our investigation and  25 the sound wall that we propose tonight functions as</p>	<p>Bohler - narrative Page 67</p> <p>1 personal preference is that I like the look and feel of  2 this a lot more in a residential setting, particularly  3 in one where it's going to be on private property and  4 up close to the residents. This is not one that's  5 going to sit out on the highway. And the efficacy of  6 the wall seems to be, according to our professionals,  7 the very same as a concrete wall. So this would be our  8 preference, would be to install this wall  9 notwithstanding the conversation that we had last time,  10 at which point admittedly we had not done a great deal  11 of looking into what the options were for these walls.  12 So this is one that we've gone back and done some  13 homework on. Bohler is using this in another project.  14 We looked at the efficacy of it and this would be our  15 preference.  16 MR. PLATT: Do you know the difference in  17 cost?  18 MR. CHRISMER: I'm the same as Brad, I  19 don't have a specific difference in cost.  20 MR. BJORKEDAL: Can I just -- growing up  21 as a guy that studied economics, won't the market just  22 take care this?  23 Like in you're selling 80 percent of these  24 condos and somebody walks in and says, oh my God, I'm  25 going to have to pay X to maintain this wall? They're</p>
<p>Bohler - narrative Page 66</p> <p>1 efficiently as a concrete wall, and the developer  2 believes that it is more esthetically appealing and a  3 more cost-efficient installation. And just to take it  4 back, we know it's not something that we're required to  5 do under the MLUL but we're proposing it because we  6 heard the Board's concerns and we think that it  7 addresses it in an effective fashion.  8 MR. PLATT: I thought we were steering you  9 towards a concrete wall, not a wood one.  10 MR. ORTH: Let me recall Mr. Chrismer.  11 MR. CHRISMER: So, two things. And, Mr.  12 Chairman, I want to address your question first.  13 I think whatever ownership entity is  14 ultimately in control of this property, that entity  15 through a developer agreement -- and we're happy to  16 covenant to it -- will be required to maintain the wall  17 in a first class fashion and in keeping with the rest  18 of the community; I think a very similar condition  19 probably to that that we'll find in the developer  20 agreement revolving around the landscaping. And I  21 think we would just -- we would be happy to enter that  22 condition in and to abide by that, and whatever the  23 ultimate ownership entity would be covenanted to do the  24 same.  25 On the concrete wall, Mr. Platt, my</p>	<p>Bohler - narrative Page 68</p> <p>1 going to factor it into the price they pay. And  2 therefore the seller is going to have to bear that  3 burden of the decision they have made.  4 MR. PLATT: I don't agree with you,  5 because the seller is going to be -- not going to be  6 focussing on it, they're going to be: Oh, there's a  7 barrier and you can't hear the highway noise. But the  8 idea that it's up to this body to -- because we have an  9 engineer -- to analyze this sort of stuff. The  10 unsuspecting buyer would not know that 15 years from  11 now he is going to be hit with an assessment on  12 replacing this, and we don't even know the difference  13 in cost.  14 I mean, I would imagine that the cement  15 barrier is more costly than the plywood barrier  16 otherwise you wouldn't be suggesting a plywood barrier,  17 so you must have some idea what the differential in  18 cost is.  19 MR. dePOORTERE: Paul, can you just  20 clarify: The stormwater system, how is that inspected;  21 twice a year, once a year? What is there -- here's my  22 point. I fully understand. I would love concrete.  23 Concrete just right there. It usually beats up most  24 trees. But in this situation it's coming down to the  25 walls are doing the same thing. There's a beauty</p>

<p>Bohler - narrative Page 69</p> <p>1 thing. But it is a maintenance thing. So if they're  2 going to square up that they're going to maintain it,  3 but it's has to be inspected. It's one thing if you  4 say "I'll maintain it" and you only inspect it once  5 every five years, the horse is outside, you know, it's  6 gone, all right, as far as I'm concerned.  7 So I don't know who should inspect it but  8 it should be pretty regular. I'm not saying --  9 MR. PLATT: Let's stick to the topic of  10 plywood versus wood. Do you have -- Noah, do you have  11 any idea? Are we asking you to pay twice as much as  12 the plywood if we ask you to put in a cement wall?  13 MR. CHRISMER: Again, I'm going to let Mr.  14 Bohler's testimony stand on that.  15 MR. ORTH: Mr. Bohler estimated it would  16 cost twice as much for the concrete installation.  17 MR. PLATT: And do we know how much the  18 wall is going to cost?  19 MR. ORTH: I do not. I can confer with my  20 professionals to see if they have a number.  21 MR. PLATT: It would be good to have that  22 number though.  23 MR. CHRISMER: To give this Board a sense  24 of the cost -- and we have not priced this specific  25 wall nor have we fully engineered it, and we understand</p>	<p>Bohler - narrative Page 71</p> <p>1 go. I don't think we should dictate the actual  2 material used.  3 MR. NEWLIN: I would agree with what Chris  4 said.  5 MR. BJORKEDAL: I would support Chris too.  6 We're not talking about whether this is a 50-year roof  7 they're putting on it or a 25-foot roof. But buyer  8 beware, stuff only lasts so long.  9 MR. dePOORTERE: Let's just assume even  10 with the Wolmanized material put on the outside you're  11 going to get 25, whatever. Eventually something will  12 have to be replaced. Every deck, whatever, the things  13 warp. So if it's part of the agreement as far as  14 roofing, repaving, whatever, retaining walls, part of  15 that whole situation, at least people coming in know  16 that that is going to be part of the deal.  17 MR. CHRISMER: Yes, sir.  18 MR. NEWLIN: And, Paul, what happens if  19 you have a good agreement, it's required to be  20 maintained, there's inspections, and the homeowner  21 association doesn't do it and it turns into an eyesore,  22 right? That's your concern. Then what recourse does  23 the town have to sue them or fine them or --  24 MR. FOX: The town would have to file  25 either a zoning complaint for failing to comply with</p>
<p>Bohler - narrative Page 70</p> <p>1 that -- but this wall will be well in excess of half a  2 million dollars. Okay? This is a very expensive wall.  3 And I think at some point I would ask respectfully that  4 the Board take into consideration that while not  5 required, we believe it is better, we believe this is a  6 good recommendation from the Board. But we would ask  7 that since we have committed to this expense that the  8 Board would be willing to work with us on the ultimate  9 design of this wall and to recognize that we have no  10 interest in spending half a million dollars or three  11 quarters of a million dollars on something that's not  12 going to work and it's not going to be esthetically  13 pleasing. And we have every interest, regardless of  14 the ultimate ownership entity, to make sure that it's  15 maintained in a first class fashion.  16 MR. YATES: I think that's fair. I think  17 that since the construction of the wall is a voluntary  18 act, that as long as the maintenance is covenanted and  19 whichever entity ultimately owns the property, whether  20 it's a homeowners association or a single entity, then  21 I think that should allay our concerns.  22 The actual material used I think as long  23 as you're telling us that the walls are equally  24 effective and whichever wall is built is going to be  25 maintained, I think that's as far as this Board should</p>	<p>Bohler - narrative Page 72</p> <p>1 their approval, or if there's a legally enforceable  2 covenant document as Mr. Yates spoke to that's filed in  3 the County Clerk's Office, then we enforce that.  4 MR. NEWLIN: Okay. And practically is  5 there "teeth" to do that if --  6 MR. FOX: Sure, absolutely.  7 MR. NEWLIN: So we can -- under agreement  8 we can recover for the concerns that have been  9 identified?  10 MR. FOX: Yes.  11 MR. NEWLIN: That's it.  12 CHAIRMAN CLEW: Okay. Are there other  13 questions from the Board?  14 MR. dePOORTERE: Not about the wall.  15 CHAIRMAN CLEW: Sorry. About the wall.  16 MR. dePOORTERE: No.  17 CHAIRMAN CLEW: Sorry. And I haven't seen  18 any members of the public sneak in. So are there any  19 other comments on the wall?  20 MR. HALL: I have one question.  21 Back to the secondary wall. Are we clear?  22 I'm not clear on where that is and how big, et cetera.  23 Behind Building 7.  24 (Mr. Bjorkedal confers with Mr. Hall off  25 the record.)</p>



<p>Bohler - narrative Page 73</p> <p>1 MR. HALL: Eight feet? It was going to be  2 a fence and a base. Is it a different kind of fence,  3 number one?  4 THE WITNESS: Yes, it will look like a  5 regular fence.  6 MR. HALL: Just a regular fence. So an  7 8-foot high fence.  8 Acoustic wall?  9 THE WITNESS: They'll be acoustic  10 properties to it. So whether it's a PVC fence --  11 MR. HALL: Not similar to what we've been  12 talking about?  13 THE WITNESS: Right. So they have PVC  14 fences with foam insulation that provides some sound  15 attenuation.  16 MR. HALL: Okay. And what was the extent  17 of that again? We have that exhibit up right there. I  18 mean --  19 THE WITNESS: Sure.  20 MR. HALL: -- just for --  21 THE WITNESS: It will go from the east of  22 Building 7 --  23 MR. HALL: The end of --  24 THE WITNESS: And it will go on the south  25 side of the building down to -- within a few feet of</p>	<p>Bohler - narrative Page 75</p> <p>1 MR. dePOORTERE: Overall?  2 MR. PLATT: Overall.  3 CHAIRMAN CLEW: Yes.  4 MR. dePOORTERE: Let me go. Thank you.  5 MR. PLATT: Yeah.  6 MR. dePOORTERE: Thank you.  7 My entire -- because we're closing this  8 up, my entire thought process is: What could happen  9 once -- I wish this project all the best of luck, it  10 sells out, leases off, as people come down, we're  11 filled, people all over.  12 My only concern is -- and I know it was  13 the first meeting -- Lori says, make all the  14 meetings -- traffic at the light up the hill. The  15 office building. My point is that the traffic survey,  16 you came with the little chart and it said 42 cars, and  17 that was all wonderful. We're sharing a road with two  18 office complexes. Okay. There's not much we can  19 dispute or argue.  20 My question is, is when a handful of new  21 residents in Harding get caught in two cycles trying to  22 get onto 202 and they start coming to Township  23 Committee meetings and they start to question.  24 My only question, it's a little bit to  25 Paul too, it's the process of how you contact -- how</p>
<p>Bohler - narrative Page 74</p> <p>1 the sidewalk on the west side of the Building 7.  2 MR. HALL: So it wouldn't connect to the  3 other wall?  4 THE WITNESS: No.  5 MR. HALL: It would just overlap?  6 THE WITNESS: Yes.  7 MR. HALL: So that should run as a  8 straight angle, parallel to the building?  9 THE WITNESS: Yes.  10 MR. HALL: To the end of the building?  11 THE WITNESS: To the long side of the  12 building.  13 MR. HALL: Okay. I just wanted to  14 understand that. Okay. And it would be on the edge of  15 the transition area I guess?  16 THE WITNESS: It would be approximately 20  17 feet off the building so that it's up closer to the --  18 MR. HALL: The edge. We're looking at  19 that drawing --  20 THE WITNESS: Right. In this area  21 (indicating).  22 MR. HALL: Okay.  23 CHAIRMAN CLEW: Okay. Can we open it up  24 to any other general questions or concerns on this  25 application?</p>	<p>Bohler - narrative Page 76</p> <p>1 you get some of that changed. In other words, guess  2 what. The house -- it's a home run, it's filled. But  3 the problem is, people aren't getting out at 5 o'clock,  4 going to pick up their kids at school, going to soccer  5 or whatever because there's extra people coming out.  6 My question is: What does the Township do  7 if they have to contact or control or change that light  8 signal?  9 Paul can help me a lot. I wish he does.  10 But I just want to know what the procedure is. Wait a  11 second. DEP -- DOT says go get a survey.  12 I want to make sure that it's not: Hey,  13 call the local guy who put it in and have him adjust it  14 and then everything is okay.  15 This is something that residents could  16 possibly come back and really -- I just spent a lot of  17 money, I'm living in a beautiful new place and it's  18 taking me two light cycles before I can make a left or  19 right. Right would not be an issue, but --  20 MR. HALL: Unfortunately I think that's  21 fundamentally Morris Township's issue and I don't think  22 this Board can do much about it.  23 MR. dePOORTERE: Our residents from  24 Harding are going to complain and then they're going to  25 go to Morris Township,</p>

<p>Bohler - narrative Page 77</p> <p>1 MR. HALL: Well, that's where they're 2 going to have to go to. 3 And let me ask a question on that. Where 4 are you with getting their approval for the access 5 road? 6 MR. ORTH: We filed the site plan 7 application. We were conditionally deemed complete. 8 We are submitting some plan revisions and expect to be 9 called for a meeting the next month or so. 10 MR. HALL: I mean, I'm not sure how much 11 Harding can say about that. I agree it's a concern. 12 MR. dePOORTERE: Well, they're taxpayers. 13 And we're going to say: Thank you very much. We 14 approved the project. Go to the Morris Township 15 Committee meeting and give them all sorts of guff. 16 We don't do that to our new residents. 17 MR. ORTH: It's a really good question. 18 And the unsatisfactory answer is, well, it's in a 19 different town, different jurisdiction. The DOT did 20 issue a letter of no-interest. 21 But I think what we could do is establish 22 a point person for the town to reach out to with any 23 concerns like that to address them in some neutrally 24 satisfactory answer. We have a property manager. We 25 could address it, anything like that.</p>	<p>Bohler - narrative Page 79</p> <p>1 brick sample? Put up the brick sample. 2 I see a black one in there, and that's 3 what we want to pull off the sample board. 4 (Witness excused.) 5 6 J A C K L. R A K E R, recalled as a witness, 7 having been previously sworn, testifies further 8 as follows: 9 10 MR. ORTH: I'll be your "Vanna White." 11 MR. RAKER: Thank you. 12 Hi. Jack Raker from Minno &amp; Wasko. 13 MR. ORTH: And just for the record, Mr. 14 Raker was previously sworn and he remains under oath. 15 THE WITNESS: Yes. 16 I just want to point out, we have two 17 samples here now. The one on the left was the one we 18 presented last time, it was more like that natural 19 field stone. The one on the right here we found as a 20 more neutral pallet, one that is more neutral. We sort 21 of put our hand over the top two stones and we're 22 looking at the bottom few stones on this sample. We 23 think we found even a more neutral pallet closer to the 24 one that the Board showed us an image of. 25 Yeah, there is going to be variation in</p>
<p>Bohler - narrative Page 78</p> <p>1 MR. HALL: Here's the other problem, Tom. 2 You can't control, this Board, what happens in that 3 part of Morris Township. They have a redevelopment 4 plan to redevelop with a hotel, this and that. I mean, 5 the traffic generation for Morris Township, the 6 increase could be so much greater than 96 -- 7 MR. dePOORTERE: That's more of the reason 8 why I'm asking. 9 MR. HALL: So I don't know what you do 10 with that, frankly. I mean, it's a good question 11 and -- 12 MR. YATES: They'll do what Harding does. 13 They'll call DOT, and DOT will say, "Go pound sand." 14 MR. HALL: Yeah. It's a state highway, 15 yeah, and complain and the squeaky wheel gets the oil 16 perhaps. 17 MR. dePOORTERE: We have a lot of new 18 residents. It's just something -- 19 MR. HALL: That's a good idea, get a 20 contact person for starters, because I think they have 21 to take the lead. 22 MR. ORTH: We can designate a contact 23 person, absolutely. 24 MR. dePOORTERE: Okay. 25 MR. PLATT: Do you want to put up the</p>	<p>Raker - narrative Page 80</p> <p>1 this stone from this one to all of these. But you can 2 see in the sample this is a smaller amount. There's a 3 much less amount of the darker stone than there is the 4 more neutral pallet. 5 MR. PLATT: Can we get rid of the darker 6 stone? 7 THE WITNESS: We can. We can move and 8 select stones that are more in this neutral pallet. 9 MR. PLATT: Yeah. 10 THE WITNESS: I think in a wall of a much 11 larger size you appreciate something that varies from 12 this to the other. But we can absolutely just stick 13 with these. 14 MR. PLATT: I would appreciate that, 15 because the black is going to stand out because it's a 16 color that it's definitely going to be not part of the 17 earthy assortment. 18 THE WITNESS: Absolutely. We can get 19 stones that are more in this range. 20 MR. PLATT: Neutral is good. 21 CHAIRMAN CLEW: Sorry, just a quick 22 question. 23 So the memo that we received for this 24 meeting had an image of something called Bucks County 25 Cut Fieldstone. Sorry. It is now Texas Cutstone?</p>

<p>Raker - narrative Page 81</p> <p>1 MR. ORTH: Texas.</p> <p>2 CHAIRMAN CLEW: Is that what this is?</p> <p>3 THE WITNESS: The color is Aspen, and the</p> <p>4 style is a cutstone.</p> <p>5 CHAIRMAN CLEW: Sorry. The image and what</p> <p>6 I see here, it looks different. I don't really care.</p> <p>7 I just want to know whether it's the same thing that</p> <p>8 we -- whether we're looking at the same thing or not.</p> <p>9 THE WITNESS: Let's turn this around.</p> <p>10 MR. PLATT: You sent us an image.</p> <p>11 CHAIRMAN CLEW: Lori, can you pull that --</p> <p>12 MS. TAGLAIRINO: Is that from a --</p> <p>13 THE WITNESS: This is an image here.</p> <p>14 CHAIRMAN CLEW: Pardon me. Pardon me.</p> <p>15 THE WITNESS: I apologize.</p> <p>16 CHAIRMAN CLEW: So, in the 8/13 materials,</p> <p>17 Lori, in the agenda, the Mt. Kemble letter regarding</p> <p>18 architectural revision 8/9/21, it's the last link in</p> <p>19 that section from 8/13.</p> <p>20 MS. TAGLAIRINO: 8/13.</p> <p>21 CHAIRMAN CLEW: The last item.</p> <p>22 Okay. Apologies. Go ahead.</p> <p>23 MS. TAGLAIRINO: This one?</p> <p>24 CHAIRMAN CLEW: Yes.</p> <p>25 THE WITNESS: That is the stone. That's</p>	<p>Raker - narrative Page 83</p> <p>1 MR. PLATT: For the record, you're going</p> <p>2 to -- just to make sure, you are going to remove the</p> <p>3 black from the mix?</p> <p>4 THE WITNESS: Correct.</p> <p>5 MR. HALL: You are going to, or not?</p> <p>6 THE WITNESS: Me personally, no. But I am</p> <p>7 going to legislate that the black stone gets removed.</p> <p>8 MR. HALL: I just wanted to make sure I</p> <p>9 get it right.</p> <p>10 CHAIRMAN CLEW: Okay. Other questions,</p> <p>11 concerns? No.</p> <p>12 (Witness excused.)</p> <p>13 CHAIRMAN CLEW: Gary, guide us through,</p> <p>14 how do we move this to a resolution?</p> <p>15 MR. HALL: Well, if there are no more</p> <p>16 issues I think we should go back through where we are</p> <p>17 and the highlights to make sure I'm clear on what it is</p> <p>18 before you vote. I had your suggestion prepared, an</p> <p>19 internal list of what seemed to be where we were and</p> <p>20 what we wanted. I can run through that.</p> <p>21 The first item is Applicant submit a</p> <p>22 complete set of site plans.</p> <p>23 Sounds like there's been -- I'm not sure</p> <p>24 in all the revisions that has occurred, but I think a</p> <p>25 final revised set we need to see and review and make</p>
<p>Raker - narrative Page 82</p> <p>1 correct.</p> <p>2 CHAIRMAN CLEW: This is that stone?</p> <p>3 THE WITNESS: That's the Texas cut, yes.</p> <p>4 CHAIRMAN CLEW: Okay.</p> <p>5 THE WITNESS: The stone.</p> <p>6 MR. PLATT: Actually I like it because it</p> <p>7 has some big stones, smaller stones, medium stones. So</p> <p>8 it doesn't look like a checker board. So, yeah.</p> <p>9 THE WITNESS: Correct.</p> <p>10 MR. PLATT: And as far as the mortar, what</p> <p>11 is the mortar mix going to be? What color is the</p> <p>12 mortar?</p> <p>13 THE WITNESS: At this point judging by</p> <p>14 that image I was sent it was a neutral mortar color</p> <p>15 very similar to the stone.</p> <p>16 MR. PLATT: That would be matching the</p> <p>17 stone?</p> <p>18 THE WITNESS: Matching the stone.</p> <p>19 MR. PLATT: And is it going to be similar</p> <p>20 to that picture?</p> <p>21 THE WITNESS: Yes.</p> <p>22 MR. PLATT: Okay.</p> <p>23 MR. PLATT: I'm fine with that.</p> <p>24 CHAIRMAN CLEW: Okay. Great. Thank you.</p> <p>25 THE WITNESS: Thank you.</p>	<p>Raker - narrative Page 84</p> <p>1 sure it's consistent with whatever I thought was</p> <p>2 proposed. That has to include landscaping, lighting</p> <p>3 and the sound barrier, which we'll talk about</p> <p>4 separately.</p> <p>5 And the final plans will be signed by the</p> <p>6 Chairman, Secretary and Engineer after determined to be</p> <p>7 complete, I mean consistent, with the approval.</p> <p>8 2. This is the sound barrier which we</p> <p>9 spent some time on tonight. Location of the barrier.</p> <p>10 I think we've defined that. It's on the</p> <p>11 sheet C-01. I guess I think that should be added to</p> <p>12 the site plans, merged into them, yeah, just so</p> <p>13 everything, all the improvements are shown. I think</p> <p>14 the extent of the main wall I'll call, it is shown</p> <p>15 there, that would be the same. And we've been</p> <p>16 describing the secondary -- I call it a fence -- with</p> <p>17 some sound acoustic properties would be parallel to</p> <p>18 Building 7 and about 20 feet off. And the construction</p> <p>19 materials. It's supposed to be wood.</p> <p>20 What do we call the main wall? What term</p> <p>21 was that?</p> <p>22 MR. CHRISMER: We've used "sound barrier."</p> <p>23 MR. HALL: I mean the wood construction.</p> <p>24 MR. CHRISMER: Sorry. I think we called</p> <p>25 it --</p>

<p style="text-align: right;">Page 85</p> <p>1 MR. HALL: A ply wall?</p> <p>2 CHAIRMAN CLEW: Gary, so we have a sound</p> <p>3 wall or sound barrier wall.</p> <p>4 MR. HALL: Yeah. I'm just trying to -- a</p> <p>5 ply wall, the discussion of what it was.</p> <p>6 CHAIRMAN CLEW: And then we have a -- I</p> <p>7 think it was referred to as a sound attenuated fence.</p> <p>8 Is that the right term?</p> <p>9 MR. HALL: Yes, an 8-foot fence.</p> <p>10 MR. CHRISMER: Yes.</p> <p>11 MR. HALL: And a 15-foot ply wall, sound</p> <p>12 barrier -- I mean sound wall, whatever.</p> <p>13 Design details. I think we've gotten</p> <p>14 that, and they're in the -- in the letter we got.</p> <p>15 Height of barrier. That's been described,</p> <p>16 15 for the main one, 8 for the fence. And location,</p> <p>17 that's been described.</p> <p>18 So I think that's -- I think we're clear</p> <p>19 on what the sound barrier would be.</p> <p>20 Now shifting gears to illumination. The</p> <p>21 one item, main item I had was that -- and this is</p> <p>22 mentioned tonight -- that the revised plans will</p> <p>23 include bollards along sidewalks where there are areas</p> <p>24 of low illumination subject to Town Engineer review and</p> <p>25 approval. And I don't know how we articulate -- there</p>	<p style="text-align: right;">Page 87</p> <p>1 about the grade of the detention basins? You said</p> <p>2 one-to-one was problematic but it was sort of</p> <p>3 back-and-forth. The counter was, but that's -- if</p> <p>4 that's what we normally do one-to-one. I don't know.</p> <p>5 I don't know how we close that issue out.</p> <p>6 MR. FOX: My preference is that it be</p> <p>7 reduced to three-to-one, if possible, given the site</p> <p>8 constraints. If not, if it needs to be steeper, then</p> <p>9 they'll have to consult with our landscape professional</p> <p>10 to identify the appropriate plantings for the slope.</p> <p>11 Fair enough?</p> <p>12 MR. CHRISMER: Fair enough.</p> <p>13 MR. HALL: Okay. You understand that?</p> <p>14 The Board is okay with that?</p> <p>15 MR. dePOORTERE: Yeah.</p> <p>16 MR. HALL: Stormwater Management</p> <p>17 Maintenance Plan.</p> <p>18 I think, Paul, that's pretty</p> <p>19 straightforward.</p> <p>20 MR. FOX: That's right.</p> <p>21 MR. HALL: There are regulations and</p> <p>22 requirements and the engineers know what they are.</p> <p>23 Future revisions. They need the Township</p> <p>24 Engineer approval.</p> <p>25 The plans get recorded. Is that correct,</p>
<p style="text-align: right;">Page 86</p> <p>1 were prior discussions of lighting changes. I don't</p> <p>2 know --</p> <p>3 MR. PLATT: We were going to have bulb</p> <p>4 shields, light shields that were going to be directed</p> <p>5 shielding the ambient light away from the buildings</p> <p>6 that are sweeping the second floors and whatever else.</p> <p>7 So you don't need light pouring on to any of the</p> <p>8 buildings, you want do direct the light out towards</p> <p>9 pedestrians, not towards the house. So you're going to</p> <p>10 include light shields.</p> <p>11 MR. HALL: Yeah.</p> <p>12 And I think, Paul, you're aware, you can</p> <p>13 review something, whatever comes back on that.</p> <p>14 MR. FOX: Yes.</p> <p>15 MR. HALL: And if it's consistent or not.</p> <p>16 Okay.</p> <p>17 So that I think the Township Engineer will</p> <p>18 review and approve revised lighting plan with at least</p> <p>19 those elements.</p> <p>20 Comply with recommendations in Technical</p> <p>21 Review 1 issued by the Township Engineer, supplemented</p> <p>22 by testimony during the public hearing, including but</p> <p>23 not limited to stormwater management.</p> <p>24 Paul, the one thing I heard tonight that I</p> <p>25 wasn't entirely clear on, what's a resolution, if any,</p>	<p style="text-align: right;">Page 88</p> <p>1 Paul?</p> <p>2 MR. FOX: Yes.</p> <p>3 MR. HALL: Okay. So they get recorded.</p> <p>4 Okay. Required approvals from DEP</p> <p>5 concerning freshwater wetlands in transition areas</p> <p>6 consistent with the final site plan.</p> <p>7 As I understand it, there are applications</p> <p>8 pending.</p> <p>9 MR. CHRISMER: Yes, sir.</p> <p>10 MR. ORTH: That's correct.</p> <p>11 MR. HALL: Premised on the lines, the</p> <p>12 delineations on the plans. And the assumption is --</p> <p>13 the premise is they will be approved. And if the plans</p> <p>14 have to change you're going to have to come back here</p> <p>15 probably.</p> <p>16 MR. CHRISMER: Understood. And our LOI is</p> <p>17 in effect right now.</p> <p>18 MR. HALL: The LOI, but not whatever else</p> <p>19 you need. I guess you have a couple of outfalls in the</p> <p>20 transition area. There's a GP of some sort or</p> <p>21 whatever.</p> <p>22 MR. CHRISMER: Correct.</p> <p>23 MR. HALL: One quick question on that.</p> <p>24 I'm not clear. Behind the Building, maybe it's 1 and</p> <p>25 2, I can't read that, where the transition area gets</p>

<p style="text-align: right;">Page 89</p> <p>1 very close to the building, is that an averaging plan  2 or is that a waiver, or what is that? Because it  3 looked -- I mean, you're less than 25 feet it looked  4 like, because actually the plan shows the standard --  5 MR. BOHLER: It's an averaging plan.  6 MR. HALL: It's an averaging plan.  7 MR. BOHLER: Yes.  8 MR. HALL: So that's a pending application  9 for that?  10 MR. BOHLER: Yes.  11 MR. HALL: Okay, that's fine. Okay. And  12 if will be covered by all approvals for DEP.  13 And we have to add the DEP permit  14 approvals to the plans that permits numbers to the  15 plans. They always require that. They required it  16 anyway.  17 Conservation easement for the wetlands and  18 transition areas. This is a requirement in Harding's  19 ordinance. It has to be consistent with the ordinance  20 which applies to whatever the final approved line is  21 per DEP. It sort of piggybacks on DEP. But for that  22 we're going to need metes and bounds descriptions --  23 MR. CHRISMER: Understood.  24 MR. HALL: -- on the plans so we can  25 record an easement.</p>	<p style="text-align: right;">Page 91</p> <p>1 because the plans are going to have to be revised, the  2 landscape plans.  3 MR. NEWLIN: What about the accepting of  4 the Norway Spruce? I think the Board is amenable to  5 that, or...  6 CHAIRMAN CLEW: Yes.  7 MR. HALL: Was he here for that?  8 MR. NEWLIN: It was at the conclusion.  9 Just for your notes when you write it up I think it's  10 fair enough to --  11 MR. HALL: Exclude Norway Spruce per  12 discussion.  13 MR. NEWLIN: No.  14 CHAIRMAN CLEW: Include.  15 MR. HALL: I said "exclude."  16 MR. FOX: Do not exclude.  17 MR. HALL: Do not exclude.  18 MR. NEWLIN: The Norway Spruce is  19 acceptable.  20 MR. CHRISMER: They can plant them. They  21 can plant them.  22 MR. HALL: Just pick up the phone and call  23 him and we're covered.  24 MR. NEWLIN: That's the only thing  25 that's --</p>
<p style="text-align: right;">Page 90</p> <p>1 And Paul will review -- his firm will  2 review and sign off on that.  3 MR. FOX: Also an Initial Condition report  4 for future --  5 MR. HALL: You're right, I forgot about  6 that. The ordinance has a procedure for existing  7 conditions, so that photos, et cetera are in the report  8 so that five years from now you go back and say, well,  9 wait a minute, where did your transition area go?  10 MR. CHRISMER: Understood, yes.  11 MR. ORTH: Yes.  12 MR. HALL: And I guess, Paul, I guess we  13 have -- I always forget the terminology -- the marking,  14 demarcations of the boundary?  15 MR. FOX: It's specified in the ordinance.  16 MR. HALL: Okay. It's like posts or signs  17 or something so that people on the site can tell where  18 the line is.  19 MR. FOX: Correct.  20 MR. HALL: Okay. And that's in the  21 ordinance also.  22 Comply with the Weaner Landscape report  23 which we heard and you agreed to tonight, and I guess  24 cooperate with them. And he'll issue, as I asked, a  25 confirmation letter once he sees what you revised</p>	<p style="text-align: right;">Page 92</p> <p>1 MR. HALL: That's okay.  2 Complete set of architectural plans  3 consistent with all revisions, discussed and accepted,  4 including changes to building design, specification of  5 building facade materials, subject to review and  6 approval by the Planning Board's professionals.  7 This goes to I think the height was  8 lowered a little bit to avoid a variance issue and  9 there was some tweaking of the facade design early on  10 in the process. And I guess tonight we nailed down --  11 the Board nailed down the brick facade criteria. So I  12 think that's all been discussed. It's just a final  13 plan that's consistent.  14 Did I miss something?  15 CHAIRMAN CLEW: The stone facade, not  16 bricks.  17 MR. HALL: I see --  18 MR. BJORKEDAL: Stone, not brick.  19 MR. HALL: Stone, I'm sorry. Did I say  20 "brick"?  21 MR. YATES: We have a number of  22 maintenance issues. Right? So we have the operation,  23 maintenance of the landscape. We talked about the  24 maintenance of the walls. Is there anything else in  25 terms of maintenance that -- and would that be handled</p>

<p style="text-align: right;">Page 93</p> <p>1 in a single scoping document that talks about  2 maintenance and potential covenants, or are they -- is  3 it piece-by-piece?  4 MR. HALL: Well, you know, the stormwater  5 improvements, there's a specific requirement, you  6 record a plan, so that's sort of is a freestanding  7 issue really. As far as the landscaping, I think we  8 should call it out and make clear that that should be  9 maintained; and the other item was the sound wall, that  10 that should be maintained.  11 I mean, my personal view is, I mean,  12 people say, oh, a two-year guarantee. Well, if the  13 approval requires landscaping, this and that, that  14 should be forever, so to speak.  15 MR. YATES: I agree with that. But my  16 question is: How do we accomplish that? I mean we --  17 Noah mentioned covenants. But was that covenants and  18 covenants to a deed? Are they part of the -- I mean,  19 what is the mechanism for establishing these covenants?  20 MR. HALL: I think it's a condition of the  21 approval. And earlier Paul mentioned that with -- in  22 response to some question, that if you don't maintain  23 it, it's required by your approval and you can enforce  24 the approval. I think that's the better way to go  25 rather than a deed restriction that --</p>	<p style="text-align: right;">Page 95</p> <p>1 developer's agreement.  2 MR. HALL: Well, the lighting, there  3 should be plan notes, notes on the plan that say all  4 the details. That's the standard way that works.  5 CHAIRMAN CLEW: So the developer's  6 agreement. Is there a developer agreement where that  7 gets recorded?  8 MR. HALL: No, I would reference a plan  9 normally.  10 MR. ORTH: I'll defer to the Board  11 attorney. If the Board would like -- other than I  12 think the lighting is always shown on the plans -- but  13 if the Board would like to see it in a written  14 agreement, the Applicant is willing to do so in a  15 developer's agreement.  16 MR. HALL: That's right. If you want the  17 agreement --  18 MR. dePOORTERE: That's easy, just go down  19 the list.  20 CHAIRMAN CLEW: We've got it in a document  21 in black and white.  22 MR. YATES: And it's all in one spot right  23 for easy reference.  24 MR. dePOORTERE: As part of the approval.  25 CHAIRMAN CLEW: Okay. Thank you.</p>
<p style="text-align: right;">Page 94</p> <p>1 CHAIRMAN CLEW: I think I have the same  2 question. What is the mechanism that documents the  3 maintenance requirement, the ongoing maintenance and  4 servicing and monitoring requirement?  5 MR. HALL: I think you can say all -- I  6 mean, as I said, the landscaping and the stormwater  7 management, that's going to be separately called out.  8 CHAIRMAN CLEW: And what is the document  9 or the section that that gets recorded in?  10 MR. HALL: Well, it's a condition of the  11 approval, that's what it is. And so if they don't do  12 that they're violating their approval.  13 CHAIRMAN CLEW: Okay.  14 MR. HALL: And that's enforceable.  15 CHAIRMAN CLEW: Hang on. Remember, I'm  16 very slow.  17 MR. HALL: Okay.  18 CHAIRMAN CLEW: Right? Somewhere I'm  19 expecting that there is a document that will be  20 referenced that contains the requirements for  21 maintenance in some exhaustive details that talks about  22 things like, what do you do with the landscape; how do  23 you make sure that the lights are dim or bright or  24 something else.  25 MR. ORTH: The Applicant would do a</p>	<p style="text-align: right;">Page 96</p> <p>1 MR. HALL: And that would be approved by  2 the Township Attorney normally.  3 MS. TAGLAIRINO: Are you taking this all  4 down?  5 MR. ROSELLI: Yes.  6 MR. HALL: It is with the Township. The  7 Township is enforcing signing of its development  8 agreement. It arises out of the approval.  9 Okay. Negotiate with Township Attorney in  10 conjunction --  11 MR. YATES: Derek, you could do a draft of  12 the development agreement.  13 MR. HALL: That's fine too.  14 MR. ORTH: Yes.  15 MR. YATES: Send it to Rich and to Mr.  16 Roselli.  17 MR. HALL: Send it to Lori the Secretary  18 too so it's in the file and she'll distribute.  19 I skipped ahead. So, and that's in the  20 agreement and that will address maintenance of all  21 improvements.  22 Is that what you're looking for, Rich?  23 CHAIRMAN CLEW: Yes.  24 MR. HALL: And with some detail in there.  25 Okay. Maybe it's a schedule, maybe it's whatever.</p>

<p style="text-align: right;">Page 97</p> <p>1 Okay.</p> <p>2 So we have the architectural plans. Okay,</p> <p>3 They have to get approval -- I even brought up this</p> <p>4 earlier from Morris Township -- for the access</p> <p>5 improvements.</p> <p>6 MR. ORTH: Yes.</p> <p>7 MR. HALL: We need to know what that is.</p> <p>8 You can't decide good or bad, but Morris Township has</p> <p>9 to approve it, and before they can put in those</p> <p>10 improvements and serve this development. So that will</p> <p>11 be required.</p> <p>12 Final approval. Wastewater management</p> <p>13 plans and any related approval. Pull out connection to</p> <p>14 the wastewater treatment facility operated by Morris</p> <p>15 Township.</p> <p>16 I know that you're a long ways along the</p> <p>17 road to that. The requirement is a Wastewater</p> <p>18 Management Plan that gets approved by DEP and then</p> <p>19 Morris Township will let you connect. I think they've</p> <p>20 already approved, Morris has approved that; DEP hasn't.</p> <p>21 MR. ORTH: Yes. We have a mutual</p> <p>22 Cooperation Agreement with Morris Township.</p> <p>23 MR. HALL: Yeah, there's a Cooperation</p> <p>24 Agreement. So that's just to deal with another</p> <p>25 approval you need.</p>	<p style="text-align: right;">Page 99</p> <p>1 Morris Township. But you know something, the office</p> <p>2 building plowing is not intense because it's not being</p> <p>3 out. But these people now have to get in and out. You</p> <p>4 Know, it's just part of construction. It's part of how</p> <p>5 it's done. I just want to know if you're thinking that</p> <p>6 way because...</p> <p>7 MR. CHRISMER: So we often for a job like</p> <p>8 this that gets built out over time. We look for</p> <p>9 temporary certificates of occupancy for certain units</p> <p>10 or leasing units or model homes, even homes while the</p> <p>11 rest of the job is built out, but that is subject to</p> <p>12 your construction office.</p> <p>13 MR. dePOORTERE: As long as there's a note</p> <p>14 of that and that there's a condition that whatever is</p> <p>15 needed for the welfare and safety of everything. And</p> <p>16 Paul can handle it. But I just don't want that to get</p> <p>17 lost.</p> <p>18 MR. CHRISMER: Absolutely.</p> <p>19 MR. dePOORTERE: The town issues a CO for</p> <p>20 a couple of townhouses, and guess what? Before you get</p> <p>21 that this has to get done. I want this done. So it</p> <p>22 should be a condition. In my opinion, it should be a</p> <p>23 condition.</p> <p>24 MR. HALL: I think that will be in the</p> <p>25 developer's agreement.</p>
<p style="text-align: right;">Page 98</p> <p>1 Comply as to handicapped parking and</p> <p>2 traffic and signage. I think the plans show the</p> <p>3 handicapped parking spaces. There's a formula for how</p> <p>4 many you need so that's just a reminder that that's</p> <p>5 there and you need to assign them the correct way.</p> <p>6 Construct all utilities underground;</p> <p>7 submit written instrument from each utility evidencing</p> <p>8 full compliance before you get CO.</p> <p>9 I think that's the standard. I guess you</p> <p>10 only have gas, water, electric coming in and it will</p> <p>11 all be underground once it gets to your property. We</p> <p>12 don't control what happens in Morris Township. They</p> <p>13 probably would require it as well underground.</p> <p>14 MR. dePOORTERE: Can I ask a question?</p> <p>15 CHAIRMAN CLEW: Yes.</p> <p>16 MR. dePOORTERE: Are you going to be</p> <p>17 looking for a TCO on some of the units prior to</p> <p>18 completion? I hate to do that, it's last minute Louie.</p> <p>19 But as far as economics you want to put heads in beds</p> <p>20 and things get done because then it's a maintenance</p> <p>21 thing. And I just want to make sure it's covered, the</p> <p>22 ins and outs and people -- I just don't know, but it's</p> <p>23 something the Planning Board should know because it's</p> <p>24 one way in; one way out.</p> <p>25 I know everyone just threw everything on</p>	<p style="text-align: right;">Page 100</p> <p>1 MR. dePOORTERE: That's fine. I just want</p> <p>2 to make sure it's covered.</p> <p>3 MR. HALL: Number two, the construction</p> <p>4 official, that's really his job to say you have</p> <p>5 everything, we can give the TCO. It's not our job,</p> <p>6 it's his job to say it's safe to do it, and the Fire</p> <p>7 Chief. I know that's why they say you have to have a</p> <p>8 water line in before --</p> <p>9 MR. dePOORTERE: I know. But my point is</p> <p>10 then something you have to get in now which is</p> <p>11 technically -- the answer to the streetlight was, it's</p> <p>12 Morris Township. Guess what. There's a big road going</p> <p>13 out that belongs to Morris Township. You know, who is</p> <p>14 handling that? The same landscaper? I mean, it's</p> <p>15 common sense but...</p> <p>16 MR. HALL: Okay. No additional</p> <p>17 improvements, and increase the amount of lot coverage.</p> <p>18 I guess this relates to some questions</p> <p>19 that have come up occasionally about whether people can</p> <p>20 change their, quote, backyard. Can they put a patio</p> <p>21 in, can they do this or that.</p> <p>22 I think Paul asked several times that</p> <p>23 question, and I'm not sure we got an answer, frankly.</p> <p>24 MR. CHRISMER: On the patios, the porches</p> <p>25 and the new sheds also that were recommended for COAH</p>

<p style="text-align: right;">Page 101</p> <p>1 units were included in the calculation of the coverage 2 already. 3 MR. HALL: But I mean the ones that aren't 4 shown on the plans. 5 MR. CHRISMER: Oh, the ones that are not 6 shown on the plans are not going to be approved. 7 MR. HALL: Well, that was a question of 8 people. Once they get in there the people could say, 9 oh, gee, I want a bigger patio. 10 MR. CHRISMER: Understood. 11 MR. HALL: I know you have the porch and a 12 patio, and some of them say optional or not, but the 13 max is covered. 14 MR. CHRISMER: Yes, sir. 15 CHAIRMAN CLEW: And I believe there were 16 some updates to some of the coverage metrics just based 17 off of the addition of the storage space, but I feel 18 confident that we can assume that those will be 19 included in the final calculations. And Paul can 20 confirm whether that -- 21 MR. FOX: Yes. 22 CHAIRMAN CLEW: -- will represent a 23 material difference. 24 MR. FOX: Yeah. No. 25 CHAIRMAN CLEW: Thank you.</p>	<p style="text-align: right;">Page 103</p> <p>1 MR. HALL: Well, somebody always has a 2 right to come back. 3 MR. FOX: I say never. 4 MR. HALL: You can't say never, but... 5 CHAIRMAN CLEW: You can say it -- fair 6 enough. 7 (Laughter.) 8 MR. HALL: You can't say "never." 9 All right. Posting whatever required 10 guarantees with the town. 11 I don't know. I think the big one 12 nowadays would be a safety stabilization bond 13 guarantee, which is something -- they used -- they put 14 on the books about three years ago, the Land Use Law, 15 which is sensible, so if you stop construction you have 16 to stabilize and reseed. 17 MR. CHRISMER: Absolutely. 18 MR. HALL: Harding has often required 19 that. There was a different name I can't recall now. 20 Site Restoration Bond, but now it's Safety and 21 Stabilization Guarantee. It's in the Land Use Law. 22 And a deposit for inspection, improvements. I mean 23 those things are standard. You want to flag them just 24 as a reminder, and the development agreement deals with 25 that also with the extra numbers.</p>
<p style="text-align: right;">Page 102</p> <p>1 MR. HALL: The real concern is lot 2 coverage and stormwater management more than -- I 3 forget what the -- 4 CHAIRMAN CLEW: So the point here is 5 the -- 6 MR. FOX: The bigger concern is somebody 7 coming into the Township and saying: I want a permit 8 to put a patio behind my unit. And all of a sudden 9 we're all looking at each other and going, how does 10 this happen? 11 It doesn't. We're clear tonight there's 12 nothing else behind those units other than what's shown 13 on the plans tonight. 14 MR. HALL: Yeah. 15 CHAIRMAN CLEW: From a coverage 16 perspective. 17 MR. FOX: Because that has happened. 18 CHAIRMAN CLEW: Yeah. 19 MR. HALL: A standard condition, we're 20 only approving, like a zoning board, we're only 21 approving what you showed us. Anything else, you have 22 to come back, or may have to come back. So that would 23 apply here too. 24 CHAIRMAN CLEW: I think this condition is 25 explicitly stating that you don't get to come back.</p>	<p style="text-align: right;">Page 104</p> <p>1 Oh, we have a thing, performance guarantee 2 for approved landscaping. In other words, if you're 3 going to landscape you put it in before -- you know, 4 you do it, you guarantee it will go in. That's 5 separate from maintenance. 6 Comply with other laws and regulations. 7 That's pretty standard. 8 And request for, it's called Request for 9 Title 39; saying, we want -- we agree that the 10 authorities can come onto our property to enforce 11 traffic laws. It's a standard thing in the development 12 world. 13 MR. CHRISMER: Yes. 14 MR. HALL: You have to ask for it. We 15 can't guarantee it will be granted. That's something 16 that the municipality has to really request: Please 17 request it and do it, and then DOT signs off. But all 18 you have to do is ask. This is just making you ask. 19 It can't guarantee it will happen. And it's a 20 provision. This is in the developer's agreement. 21 We'll call it out here. Before you start site work, 22 have a preconstruction meeting with the Township 23 representatives. That's a standard thing so that 24 everybody can talk through the nitty-gritty details 25 about timing, when you can do it.</p>



<p style="text-align: right;">Page 105</p> <p>1 I don't know if Harding has time limits on  2 when you can work. Normally Sunday is not permitted.  3 MR. FOX: There are work hour limitations.  4 MR. HALL: Okay, whatever they are. I put  5 some in my draft, just 8 to 5. And, I don't know, and  6 no Sundays, but whatever it is, it is.  7 CHAIRMAN CLEW: Construction will only be  8 allowed during the periods that it's currently allowed  9 in town.  10 MR. HALL: Yeah, whatever it is, you know.  11 CHAIRMAN CLEW: Right.  12 MR. HALL: Because that's -- you know.  13 Oh, this is standard too. If something  14 happens when -- unexpected happens when they're  15 working, it's called a field change. They can go to  16 Paul the engineer and say, gee, we have to shift this  17 over a foot, whatever. He can say, yeah, that's a  18 reasonable field change. Or if they say they have to  19 move it 10 feet maybe it has to come back to this Board  20 to say okay, to understand why. It's a standard thing.  21 It's called a field change, recognizing that until you  22 actually start working sometimes you don't know what's  23 going to happen.  24 MR. dePOORTERE: No one has x-ray vision.  25 MR. HALL: It's standard.</p>	<p style="text-align: right;">Page 107</p> <p>1 anything else to add.  2 CHAIRMAN CLEW: Gary, then in terms of  3 variances and waivers, that --  4 MR. HALL: I don't believe there are any  5 variances now.  6 CHAIRMAN CLEW: Hang on. My recollection  7 from extensive testimony is that there is a height  8 variance for at least two buildings.  9 MR. HALL: Oh, that's right, they didn't  10 all go away.  11 Is that correct?  12 MR. ORTH: That's correct.  13 MR. HALL: You're right. I'm sorry. We  14 should add that: Two height variances.  15 I know you changed something, you got rid  16 of some them but not quite all of them.  17 MR. ORTH: We got close. Two buildings --  18 MR. HALL: They are pretty minor and I  19 understand the site conditions. That needs to go --  20 you need to approve that. And I think there were a  21 couple --  22 CHAIRMAN CLEW: And lighting waivers,  23 MR. FOX: Three lighting waivers, yeah.  24 MR. ORTH: I believe it's three lighting  25 waivers.</p>
<p style="text-align: right;">Page 106</p> <p>1 And final CO after they get everything  2 signed and sealed.  3 And the last thing I had was, if during  4 the implementation process a disagreement arises  5 between Paul and a representative of them or between  6 anybody, if they can't work it out, they try to work it  7 out, they can always come back here.  8 CHAIRMAN CLEW: You're always welcome.  9 MR. HALL: You're always welcome to come  10 back. You're not stuck. If you can't persuade the  11 engineer, whoever, to your point of view you can always  12 say, well, let's come back and let the Board resolve  13 it.  14 MR. ORTH: Sure.  15 MR. HALL: That's fair and reasonable I  16 think.  17 So those were really -- that's a list of  18 what -- based on what I've heard tonight.  19 CHAIRMAN CLEW: Thank you, Gary.  20 Paul, do you have anything to add?  21 MR. FOX: No. I worked with Gary on this  22 list.  23 CHAIRMAN CLEW: Elena, do you have  24 anything else to add?  25 MS. GABLE: I don't believe I have</p>	<p style="text-align: right;">Page 108</p> <p>1 MR. HALL: Can we call them out?  2 MR. FOX: So the first two are ratios for  3 lighting within the interior streets, maximum to  4 average to minimum ratio, and then the sidewalks,  5 maximum to average minimum. Simply because there's --  6 now the sidewalk one will likely go away, but let's  7 include that tonight. And then the third one being the  8 source of light. LED lighting is not contemplated in  9 the Township Code at this point.  10 MR. HALL: Currently. But, yeah, saying  11 that's a good thing, okay.  12 MR. FOX: Yes.  13 MR. HALL: I'm sorry, someone was -- so  14 the height, it was two buildings, wasn't it?  15 MR. FOX: Correct.  16 MS. GABLE: Yes.  17 MR. FOX: Correct.  18 MR. HALL: And I have the numbers in my  19 notes.  20 MR. NEWLIN: McKinley's memo I thought had  21 a decent write-up on the variances for the height in  22 case you want to --  23 MR. HALL: Oh, the latest one.  24 MR. FOX: 48.84 and 48.2.  25 MR. NEWLIN: Yeah.</p>

<p style="text-align: right;">Page 109</p> <p>1 MR. HALL: That's fine, I have that.</p> <p>2 MR. FOX: Again, that's from the existing</p> <p>3 grade. For the proposed condition they will comply.</p> <p>4 MR. HALL: Yeah. Were there any other</p> <p>5 waivers?</p> <p>6 MR. FOX: There's one other RSIS</p> <p>7 de minimus waiver from roadway geometry which I</p> <p>8 recommended approving. It's fairly minor.</p> <p>9 MR. HALL: Is that in your -- from your</p> <p>10 latest memo?</p> <p>11 MR. FOX: Yes.</p> <p>12 MR. HALL: Okay. I missed that too.</p> <p>13 MR. BOHLER: There's one more waiver on</p> <p>14 the grading next to the building. The ordinance</p> <p>15 conflicts with the building code. We noted that in our</p> <p>16 plans as well.</p> <p>17 MR. FOX: That's correct.</p> <p>18 MR. HALL: I'm sorry. What was that?</p> <p>19 MR. BOHLER: It's the maximum slope within</p> <p>20 20 feet of the building. I'll pull up the code right</p> <p>21 now.</p> <p>22 MR. HALL: So that's a site plan</p> <p>23 requirement criteria --</p> <p>24 MR. BOHLER: It's a design criteria.</p> <p>25 MR. HALL: Right. It conflicts and needs</p>	<p style="text-align: right;">Page 111</p> <p>1 CHAIRMAN CLEW: Thanks for that, Paul.</p> <p>2 So from a variance and waiver perspective,</p> <p>3 if I've got this correct, we have the two height</p> <p>4 variances, one for each of two buildings; we've got</p> <p>5 three lighting related waivers; this RSIS waiver; and</p> <p>6 the grading max slope waiver?</p> <p>7 MR. FOX: Right.</p> <p>8 CHAIRMAN CLEW: Is that the whole list?</p> <p>9 MR. FOX: That's correct.</p> <p>10 MR. ORTH: That's everything that we have,</p> <p>11 yes.</p> <p>12 CHAIRMAN CLEW: Okay. Okay.</p> <p>13 MR. HALL: That's not unusual for a major</p> <p>14 development.</p> <p>15 CHAIRMAN CLEW: So I will open it up for</p> <p>16 any comment from the public or anyone else who happens</p> <p>17 to be interested.</p> <p>18 Okay. Hearing none, is there anything</p> <p>19 else we needed to before we move this?</p> <p>20 MR. HALL: I don't think so. I think it's</p> <p>21 important to go through what we just did so there's no</p> <p>22 uncertainty as to what you're doing for everyone.</p> <p>23 CHAIRMAN CLEW: So we will do an oral</p> <p>24 resolution tonight --</p> <p>25 MR. HALL: Yeah.</p>
<p style="text-align: right;">Page 110</p> <p>1 to be waived. Okay. Paul knows what that is. Okay,</p> <p>2 that's fine.</p> <p>3 MR. FOX: Agreed.</p> <p>4 MR. HALL: I think otherwise, as I</p> <p>5 understand it, it's a conforming subdivision.</p> <p>6 I guess one thing I guess I skipped over:</p> <p>7 Also they do need to comply with the agreement between</p> <p>8 the Township and them, and also their share.</p> <p>9 MR. FOX: Right. I think we can include</p> <p>10 that though in the beginning.</p> <p>11 MR. HALL: It's in here. I forgot if I</p> <p>12 walked through it or mentioned it or not, but it's</p> <p>13 implicit whether we mention it or not, they have to</p> <p>14 conform --</p> <p>15 MR. FOX: You mentioned that in Number 16.</p> <p>16 MR. HALL: All right. So I think that</p> <p>17 probably covers it. You can, if you choose to take a</p> <p>18 vote to approve, subject to those conditions we've gone</p> <p>19 through and the two variances and the waivers we just</p> <p>20 discussed.</p> <p>21 MR. FOX: Should we take a break and have</p> <p>22 public comment?</p> <p>23 MR. HALL: I guess we didn't do that yet,</p> <p>24 you're right. Now that we've put that on the record,</p> <p>25 yeah, that's a good point.</p>	<p style="text-align: right;">Page 112</p> <p>1 CHAIRMAN CLEW: -- and then we'll see the</p> <p>2 written version of that resolution in September --</p> <p>3 MR. HALL: Yes.</p> <p>4 CHAIRMAN CLEW: -- and that will</p> <p>5 finalize --</p> <p>6 MR. HALL: Right.</p> <p>7 CHAIRMAN CLEW: -- assuming we've --</p> <p>8 MR. HALL: That's correct. And why it's</p> <p>9 important to do what we did tonight is that the oral</p> <p>10 approval is the approval. You're required to</p> <p>11 memorialize it. But when you memorialize it you're not</p> <p>12 supposed to change it. So that's why it's critical to</p> <p>13 go through the highlights. Something may pop up.</p> <p>14 MR. NEWLIN: What happens, Gary, if we see</p> <p>15 a discrepancy in the written -- there's a lot of detail</p> <p>16 here, and when we see the written resolution and we see</p> <p>17 a discrepancy in that --</p> <p>18 MR. HALL: Well, if the written resolution</p> <p>19 is not accurate, it should be changed. I mean, that's</p> <p>20 my -- it's a draft and that's not binding on you. If</p> <p>21 something material was misunderstood you probably</p> <p>22 should change that too, and I assume the Applicant</p> <p>23 agrees. Or if there's something you inadvertently</p> <p>24 overlooked you probably -- you can still do that. It's</p> <p>25 just, the goal is not to do that. But if it comes up</p>

<p style="text-align: right;">Page 113</p> <p>1 and happens, which it might, you deal with it. Because  2 the important thing is to get it right. You try to get  3 it right tonight. If we didn't quite get it right  4 tonight then you get a second chance to get it right  5 with the written resolution.  6 MR. NEWLIN: So we are protected?  7 MR. HALL: Yes, I think so.  8 MR. NEWLIN: Thank you.  9 MR. YATES: And the Applicant gets a draft  10 before the meeting. Right?  11 MR. HALL: Yes, that's normally a  12 courtesy.  13 CHAIRMAN CLEW: Okay.  14 MR. HALL: And I usually -- I'll run it by  15 Paul as well and Rich, you know, internally to avoid --  16 to try to iron it out as much as possible before it  17 comes to the full Board for a final action.  18 CHAIRMAN CLEW: Okay. Can I have a motion  19 then to approve the application, S/K Mt. Kemble PB  20 01-21?  21 MR. YATES: So moved.  22 MS. TAGLAIRINO: Yes.  23 MR. PLATT: Second.  24 MS. TAGLAIRINO: Mr. Yates, okay. And Mr.  25 Platt.</p>	<p style="text-align: right;">Page 115</p> <p>1 time, it's been deeply enjoyable, and we look forward  2 to the grand opening.  3 MR. ORTH: Thank you.  4 MS. TAGLAIRINO: Thank you.  5 MR. YATES: I on behalf of the Town  6 Committee would like to thank you for your cooperation  7 on a lot of these issues that you were not required to  8 do. We appreciate that.  9 MR. CHRISMER: And you. Thank you.  10 CHAIRMAN CLEW: You're welcome.  11 MS. TAGLAIRINO: All right. Good night,  12 everyone.  13 (At 9:55 p.m., the hearing is concluded.)  14 ooOoo  15  16  17  18  19  20  21  22  23  24  25</p>
<p style="text-align: right;">Page 114</p> <p>1 I'll do a roll call.  2 Mr. Clew.  3 CHAIRMAN CLEW: Yes.  4 MS. TAGLAIRINO: I'm sorry. Mr.  5 Chipperson -- well, Mr. Chipperson can't vote. Okay.  6 Mr. Clew.  7 CHAIRMAN CLEW: Yes.  8 MS. TAGLAIRINO: Mr. dePoortere.  9 MR. dePOORTERE: Yes.  10 MS. TAGLAIRINO: Mr. Newlin.  11 MR. NEWLIN: Yes.  12 MS. TAGLAIRINO: Mr. Bjorkedal.  13 Mr. BJORKEDAL: Yes.  14 MS. TAGLAIRINO: Mr. Yates.  15 MR. YATES: Yes.  16 MS. TAGLAIRINO: Mr. Platt.  17 MR. PLATT: Yes.  18 MS. TAGLAIRINO: And Ms. Walters.  19 MS. WALTERS: Yes.  20 MR. ORTH: Thank you very much, the Board  21 and the professionals, and Lori. It was a pleasure  22 meeting everyone and appearing before you, and we look  23 forward to getting to work on this.  24 CHAIRMAN CLEW: Mr. Orth and Mr. Chrismer,  25 thank to you and your entire team for spending so much</p>	<p style="text-align: right;">Page 116</p> <p>1  2 TOWNSHIP OF HARDING  3 PLANNING BOARD  4  5 Application of: :  6 S/K MT. KEMBLE ASSOCIATES, LLC, 350 :  7 Mt. Kemble Ave. Block 23.02, Lot 5, :  8 TH-1 Zone. Application for Preliminary: :  9 and Final Major Site Plan for :  10 Inclusionary Residential Housing :  11 Development Consisting of 96 :  12 Multi-Family Units and Related Site :  13 Improvements. :  14  15 C E R T I F I C A T I O N  16  17  18 I, WALTER J. PERELLI, a Notary Public and  19 Certified Court Reporter of the State of New Jersey, do  20 hereby certify that the foregoing is a true and  21 accurate transcript of the proceedings as taken  22 stenographically by and before me at the time, place  23 and on the date hereinbefore set forth.  24  25 I DO FURTHER CERTIFY that I am neither a  relative nor employee nor attorney or counsel of any of  the parties to this action, and that I am neither a  relative nor employee of such attorney or counsel, and  that I am not financially interested in the action.  S/WALTER J. PERELLI  WALTER J. PERELLI, CCR, RMR, CRR  Lic. No. X1000785  Notary Public of the State of New Jersey  My Commission expires January 29, 2026  Dated: August 30, 2021</p>

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