

Regular Public Meeting of the Englewood Cliffs Planning Board  
Minutes  
March 10, 2016

The Regular Meeting of the Englewood Cliffs Planning Board was called to order by Chairman Fehre at 7:30 PM.

Present at Roll Call:

Mr. Fehre  
Mr. Villari  
Mr. Kilmartin  
Mr. Trovato  
Mrs. O'Shea – Borough Rep  
Mr. Kim – 1<sup>st</sup> Alternate  
Mr. Porrino – 3<sup>rd</sup> Alternate  
Mr. Lee – 4<sup>th</sup> Alternate  
Councilman Park  
Ms. Eastwood – Mayor Designee

Absent:

Mrs. Rosenberg  
Mr. Chinman  
Mr. Duffy – 2<sup>nd</sup> Alternate  
Mayor Kranjac

Also Present:

Andrew Hipolit, P.E., of Maser Consulting, the Borough's consulting engineer.  
Michael Kates, Esq., of Kates Nussman Rapone Ellis & Farhi, the Board's attorneys.

Public notice of this meeting has been given in compliance with the Open Public Meeting Law by advertisement in The Record, The Star Ledger, and posting of notice on the municipal building bulletin board at 482 Hudson Terrace.

Flag salute led by Mr. Kim.

The minutes of the January 27, February 11 and February 27, 2016 meetings motioned by Mr. Kilmartin, seconded by Mr. Kim approved by voice vote with 2 abstentions (Mr. Fehre from both and Mr. Porrino for Feb. 27<sup>th</sup> only)

Chairman Fehre requested a motion to appoint Carrol Engineering as the Planning Board's conflict engineer. Motion was made by Mr. Porrino, seconded by Mrs. O'Shea. This motion was approved by roll-call vote, 8 Ayes, (Mr. Fehre, Mr. Trovato, Mr. Villari, Mrs. O'Shea, Mr. Porrino, Mr. Lee, Councilman Park, and Ms. Eastwood), No Nays, 2 Abstentions ( Mr. Kilmartin, Mr. Kim)

Mr. Kates addressed the letter from Huntington Bailey L.L.P. representing Mr. Jeffery Chinman dated February 16, 2016 in the matter of Conopco, Inc. Parking Deck Application #254K. Mr. Kates stated that the parties are in negotiations so this matter will be held till the March 15, 2016 meeting at which he will then discuss it.

Old Business:

**Application #255K -** Site Plan Approval for Ne Commercial Office Building w/Variances  
Lighthouse E.C, LLC – 980 Sylvan Avenue

Block 1202 – Lot 2  
**Approved – Resolution**

Mr. Kates, Board Attorney, read the resolution which is incorporated herein as though fully stated and made a part hereof. The Chairman asked for a motion to approve. Motion was made by Mr. Kilmartin, seconded by Mr. Trovato. Chairman asked for roll-call vote of the members that were eligible to vote: Mr. Fehre, Mr. Villari, Mr. Trovato, Mr. Kilmartin, Mr. Kim, Mrs. O'Shea, Councilman Park, and Ms. Eastwood each voted to adopt this Resolution; it was unanimous.

**Application #238K -** Major Subdivision  
Estate of Josephine Mauro – 361, 365, 369 Mauro Road  
Block 406 – Lots 1, 2, 3

Chairman Fehre announced that this application will be carried to a Special Meeting date of March 30, 2016.

**New Business:**

**Application #259K -** New Home Construction with Variances  
Mr. & Mrs. Pogharian – 8 Second Street – Block 129 – Lot 3

Mr. David Mayland on behalf of Mr. & Mrs. Pogharian in regards to application for 8 Second Street where as they are requesting to construct an addition on a 20' long x 27.67 wide home and a garage which will increase the home from a 2 bedroom to a 4 bedroom home. The reconfiguration of the home will be on irregular lot. There is a 2 ½ story home presently and would be converted to a 3 story home.

Mrs. Pogharian the homeowner stated that she has been a resident of Englewood Cliffs for 36 years. Her family acquired the property 36 years ago. She stated that they want to improve what is on the property.

Mr. Fehre questioned if the house will be knockdown completely. Mr. Mayland responded that the foundation and the front walls will remain but everything else will be taken down.

Wayne Johnson, 397 Franklin Avenue, Wyckoff of Blueline Architecture.

Exhibits – All dated December 12, 2015

- A1 – Site Plan
- A2 – Existing Floor Plan
- A3 – Proposed Floor Plan
- A4 – Proposed Elevations

Mr. Johnson explained page A1 of the exhibit. He identified what was on the page A-1 of the exhibit. The property fronts on Second St. and backs up to Henry St. there is a significant drop off along the back of the property. There is a significant topography issue and is a undersized lot that does not meet the 5000 sq. foot requirement. Mr. Johnson gave a description of how the proposed house will look compared to the existing homes on the block. He also gave descriptions of the neighbor's homes around the proposed home. Mr. Johnson stated the following are the variances they are requesting and that there are a number of non-conforming issues. The first is that it is a undersized lot of 4650 sq. ft. where 5000 sq. ft. is required. The lot width of 50 feet which is required they have a lot width of 48 sq. ft. The front yard requires 20 ft. where they have 11.2 ft. from Second St. The side yard of 3.2 ft. is

existing where 5 ft. is required and is on the right side of the property. On the left side they are in compliance. The impervious area that is existing is 76.9% where 51% is required. Mr. Mayland questioned Mr. Johnson in regards to the side yard setbacks is the new application going to impede any further into it. Mr. Johnson stated no it will not. Mr. Johnson questioned if the front yard setback going to impede any further. Mr. Johnson stated no. Mr. Johnson stated that in regards to the impervious coverage it will be reduced by 7%. Mr. Johnson stated that in regards to the front yard setback a proposed overhang over the front steps will be in the front yard setback to make it at 9.2 feet which is only for the overhang portion. Mr. Johnson stated that there will be a rear deck and that it will not impede in the setbacks.

Mr. Johnson described page A-2 as the proposed construction. They will be keeping the entire foundation whereas the addition will be the 2 car garage so that the cars can get off the street and protected. There is a 1 car garage which was not utilized. Most of the rear yard is concrete due to the garage. With the new construction a lot of the concrete will be removed. The deck will be protruding from the garage a little. Mr. Johnson stated that the total reduction of the impervious coverage will be 7%. Mr. Johnson described page A-3 where they are saving the entire foundation the entire front wall and side wall of the home to about 12 feet the rest of the walls are being removed to work with the renovation and addition.

Mr. Johnson described page A-4 the elevations tried to minimize the impact of the home on the front of the street. From the front you will see a 2 story looking home. Second floor of the home will be lined up with the first floor. The next variance will be for lot coverage where 35% is permitted and they are requesting 42.01%.

Mr. Trovato questioned the distance of the deck to the property line. Mr. Johnson stated 15 feet where the ordinance permits a deck to extend 5 feet beyond the setback line. Mr. Fehre questioned if the deck is included in the lot coverage calculation. Mr. Johnson stated yes the deck size is 18'x14'8". The deck is replacing the concrete area on the back. Mr. Porrino questioned if he can show where the impervious areas outside the home. Mr. Johnson stated the driveway which exists including the stairs, deck, paver landing outside the garage door and the home. There will be a patio under the deck. Mr. Porrino questioned if the applicant would consider to use permeable pavers where they can to reduce the impervious coverage. Mr. Fehre questioned if the driveway will be redone. Mr. Johnson stated not at this time just where the new section will be. Mr. Johnson stated that if they decide to redo they will look into pervious pavers.

Mrs. O'Shea questioned if the driveway is stopping at the edge of the house. Mr. Johnson stated no it will go almost to the edge of the lot to allow cars to enter and exit out of the garage. Mrs. O'Shea questioned if they will use the pervious pavers since the impervious coverage is very high even at 74%. Would the applicant consider doing the entire driveway with pervious pavers? Mr. Mayland stated that if the board find in favor of this application the applicant will use pervious pavers for the driveway.

Mr. Johnson stated they will be putting a drywell into the rear yard to help with stormwater management. He stated that the applicant will comply with any suggestions on Boswell Engineering's letter.

Mr. Fehre questioned the location of the air condition units being very close to the property line. Mr. Hipolit questioned the size of the air condition units and that you only have approximately 2 feet of setback where they are not allowed in the setbacks. Mr. Hipolit stated that the units will come pass the 3.2 feet you have so your variance has to change. Mr. Johnson stated they will relocate them to the deck stair area.

Mr. Johnson described the 5' overhang variance they are requesting which is for aesthetic reasons. Exhibit A-5 is a comparison of the type of roofing and why they are looking for the overhang and that there will be a flat roof. The purpose is to give it more curb appeal and a slight pitch. The height of the home from the street side will be 27 feet.

Mr. Hipolit stated that in regards to the driveway they cannot make it any smaller and using of pervious pavers in the driveway with stones and discharged into the seepage pit. In regards to the stormwater management plan anything they are doing is a help to the site. Moving air condition units is great instead of the side yard. In regards to the driveway going to the rear line there is no ordinance against that it is existing and they are not making it any worse. The area under the deck should be pervious pavers and the curbing in front of the home is in disrepair and should be replaced. In regards to the flat roof they are done all the time but the homeowner should be aware that there is more maintenance with a flat roof.

Mr. Kilmartin questioned the front yard variance in regards to the overhang. Mr. Johnson stated that the house is still at 11.2 feet it is just the overhang over the steps that will bring it to 9.2 feet.

Mrs. O'Shea stated that she would like to see the applicant replace the driveway and all new areas with pervious pavers, also would like them to not have the flat roof as per the borough ordinance and have the required set back area next to the driveway.

Applicant agreed to re-do the entire driveway and any other area in pervious pavers.

Chairman Fehre asked for a motion to open to public. Motion was made by Mr. Trovato, seconded by Mr. Mr. Kilmartin and carried unanimously by voice vote.

Mr. Michael Marinuzzi, 2 Second St. stated that he was in favor of this application

Mr. Ed Timton, 24 Irving Avenue stated that he was in favor of this application

Mr. Arthur Danzo, 13 Second St. stated that he was in favor of this application.

Mr. Lal Bachani, 6 Second St. stated that he was in favor of this application.

Mr. Dabaghian, 10 Second St. stated that he was in favor of this application.

Mr. Shah, 3 Second St. state that he was in favor of this application.

Chairman Fehre asked for a motion to close to public. Motion was made by Mr. Porrino, seconded by Mr. Kim and carried unanimously by voice vote.

Chairman Fehre requested a motion to approve the application with the conditions stated. Motion was made by Mr. Porrino, seconded by Mr Kim. This motion was approved by roll-call vote, 9 Ayes, (Mr. Fehre, Mr. Trovato, Mr. Kilmartin, Mr. Villari, Mr. Kim, Mr. Porrino, Mrs. O'Shea, Councilman Park, and Ms. Eastwood), No Nays, No Abstentions.

**Application #257K -** Site Plan Approval w/Variiances  
FCA Realty, LLC – 100 Sylvan Ave. – Block 130 – Lot 23

See attached transcripts.

**Application #258K -** Site Plan Approval w/Variiances  
FCA Realty, LLC – 120 Sylvan Ave. – Block 130 – Lot 24

See attached transcripts.

**Application #260K -** Minor Subdivision  
Senatore III Development, Inc.  
577 Floyd Street – Block 802 – Lot 7

Chairman Fehre announced that this application will be carried to a Special Meeting date of March 15, 2016.

Chairman Fehre asked for a motion to open to public. Motion was made by Mr. Kilmartin, seconded by Mrs. O'Shea and carried unanimously by voice vote.

Carin Geiger, 270 Alfred St. made a statement on the Unilever garage since there is an application to look at this issue again. She just wanted to get the statement on record.  
See attached statement

Mrs. Carrrol McMorrow, 7 Ridge Rd. statement for the record speaking as a resident first I would like to thank Mr. Kilmartin and Mr. Porrino. I commend you for stating to Mr. Schepisi to stop leading the witness. Mr. Porrino on stopping Mr. Schepisi from what I felt was being very disrespectful to myself as a resident. All of you are appointed to be on this board to listen to very important applications and what Englewood Cliffs is going to be looking like. You have very very important positions sitting on this board and these appointments need to be taken very seriously. When applications come in front of this board obviously the attorney for the applicant feels they want their applicant to get it approved and they will do whatever it takes to get approved, but it's your positions to know what the rules are, what the laws are and to cross those lines to go into areas that they should not do like leading a witness. Mr. Kates I would expect that coming from you not from Mr. Kilmartin and I thank you Mr. Kilmartin for standing up and doing the right thing, but I am disappointed that you did not. Chairman I saw that you did try I thank you fo that but I think that maybe you have to try a little harder. What I witnessed tonight and the disrespect I saw to the residents that got up they asked the questions the attorney did not want to hear and you are going to hear and I get that, but that doesn't mean that your residents should be yelled at screamed at or intimidated to sit down because I felt intimidated and a person shouldn't. No one should feel intimidated. I ask you that these are really important applications with really important decisions and sometimes what I am listening to is that some of you are not taking it seriously. I am also hearing words that almost appear like some of you have conversations before you get here so they almost know what to ask to get the right answer out of someone. This is very disappointing. I have only started to come to planning board meetings and I am telling you Mr. Kates this is very disappointing. What I am seeing going on here and you know please please do the right thing for the residents of this town. You have very very important appointments. I am asking you on behalf of the residents to do your jobs. Thank you.

Mr. Morfesis, 26 John St. started to ask about things related to the application. Mr. Fehre stated that we are unable to discuss that now we have to keep it to general items.

Mrs. Roberta Books, 6 Demarest Court made a statement in regards to the statement of Carrol McMorrow that she has been to many planning board meetings due to her job and wanted to state that you are terrific and commend you all.

Carin Geiger, 270 Alfred St. stated on the behavior of this meeting I will say as a resident I resent Mr. Schepisi telling me what is right for our community. He is not a resident of this community and it is offensive for him to say over and over again that he is trying to improve our community and that he knows better than we do on what we want and need and what we have in the future. I hope that you who are an amazing body who works 110% giving all to our community would behoove you to put him in his place if he ever continues to say that he knows better than you do. Thank you.

Chairman Fehre asked for a motion to close to public. Motion was made by Mrs. O'Shea, seconded by Mr. Kilmartin and carried unanimously by voice vote.

Ms. Eastwood made a statement in regards to an emergency issue that was addressed at the Mayor & Council meeting the night before regarding Solomon Field. Dwight Englewood School has come up with a solution in regards to fencing and they want permission to start the job now and go to the board for approval. Mr. Kates stated that he spoke with the Borough Attorney about this and that we have scheduled a hearing for March 30, 2016.

Mrs. Scancarella stated that the board has to change the October and November meeting dates due to the Mayor & Council changing their meeting to the dates of the Planning Board meeting dates. Due to it being late in the evening she stated she will bring this to the next meeting several dates to poll the board with.

Chairman Fehre asked for a motion to adjourn the meeting at 11:02 pm. Motion was made by Mr. Kilmartin, seconded by Mr. Kim and carried unanimously by voice vote.

Respectfully submitted



Caterina Scancarella  
Planning Board Administrative Secretary

## ENGLEWOOD CLIFFS PLANNING BOARD

REGULAR MEETING – March 10, 2016 7:30 PM

10 Kahn Terrace, Englewood Cliffs, NJ

### CALL TO ORDER

The meeting of the Englewood Cliffs Planning Board will come to order this (date). The time is (time).

### "OPEN PUBLIC MEETINGS ACT" STATEMENT

Public notice of this meeting has been given in compliance with the Open Public Meeting Law by advertisement in The Record, and posting of notice on the Borough Hall bulletin board at 482 Hudson Terrace, Englewood Cliffs.

### ROLL CALL

### FLAG SALUTE LED BY:

APPROVAL OF MINUTES: January 27, February 11 & February 27, 2016

### APPOINTMENT OF CONFLICTS BOARD ENGINEER

### OLD BUSINESS:

Application #255K - Site Plan Approval for New Commercial Office Building with Variances  
Lighthouse E.C., LLC – 980 (922) Sylvan Avenue – Block 1202 – Lot 2  
**Resolution – Approved**

Application #238K - Major Subdivision  
Estate of Josephine Mauro – 361, 365, 369 Mauro Road – Block 406 – Lots 1,2,3  
**To be carried to Special Meeting of March 30, 2016**

### NEW BUSINESS:

Application #259K - New Home Construction with Variances  
Mr. & Mrs. Pogharian - 8 Second Street – Block 129 – Lot 3

Application #257K - Site Plan Approval w/Variances  
FCA Realty, LLC – 100 Sylvan Avenue – Block 130 – Lot 23

Application #258K - Site Plan Approval w/Variances  
FCA Realty, LLC – 120 Sylvan Avenue – Block 130 – Lot 24

Application #260K - Minor Subdivision  
Senatore III Development, Inc. – 577 Floyd Street – Block 802 – Lot 7  
**To be carried to Special Meeting of March 15, 2016**

Meeting date changes– October 13, 2016 and November 10, 2016- due to change in Mayor & Council meetings.

### COMMUNICATIONS

Letter from Huntington Bailey L.L.P. representing Jeffery Chinman dated February 16, 2016 in the matter of Conopco, Inc. Parking Deck Application #254K

### COMMITTEE REPORTS

### PUBLIC COMMENTS OTHER THAN HEARING ON THIS AGENDA

### ADJOURNMENT

# ORIGINAL

## PLANNING BOARD BOROUGH OF ENGLEWOOD CLIFFS

---

**IN THE MATTER OF THE APPLICATION OF LIGHTHOUSE E.C. :  
LLC FOR SITE PLAN APPROVAL, VARIANCES AND WAIVERS : MEMORIALIZATION RESOLUTION  
RELATING TO LOT 2 IN BLOCK 1202, 980 SYLVAN AVENUE : APPLICATION NO. 255K**

---

**WHEREAS, LIGHTHOUSE E.C., LLC, with offices at 707 Palisade Avenue, Englewood Cliffs, NJ, applied on or about November 2, 2015, to the Planning Board of the Borough of Englewood Cliffs for site plan approval with variances and waivers for the construction of a 31,833 +/- square foot, two-story office building with parking below, in the "B-2 Limited Business" Zone; and**

**WHEREAS, public hearings were conducted on January 14, 2016 and February 11, 2016, upon proper notice certified by applicant's proof of service to property owners within a 200-foot radius of the subject property and proof of publication in an official newspaper of the Borough; and**

**WHEREAS, John Schepisi, Esq., Schepisi & McLaughlin, P.A., 473 Sylvan Avenue, Englewood Cliffs, NJ 07632, represented applicant; and**

**WHEREAS, interdepartmental communications and advisory reports of municipal departments of agencies were received from:**

- **Bernard N. Mirandi, P.E., of Boswell McClave Engineering, 330 Philips Avenue, South Hackensack, NJ 07606, dated December 28, 2015;**
- **Denial of Application letter of Paul Renaud, Zoning Officer, dated November 3, 2015, denying the zoning permit application for reasons stated therein;**
- **Fire Chief George Drimones and Fire Official Joseph Cardullo, dated November 16, 2015; and**

KATES NUSSMAN RAPONE  
ELLIS & FARHI, LLP  
ATTORNEYS-AT-LAW  
190 MOORE STREET  
SUITE 306  
HACKENSACK, N.J.  
07601-7407

**WHEREAS**, admitted into evidence were the following documentary exhibits:

**Exhibit A-1** – Rendering of Sylvan Avenue approach to building;

**Exhibit A-2** – Colorized Site Plan and NJDOT Dimensions Exhibit prepared by Anthony Kuros, P.E., P.P., Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, NJ 07071, dated September 30, 2015 with latest revision December 30, 2015;

**Exhibit A-3** – Entire set of both architectural and engineering plans, as follows:

- Architectural plans prepared by Raymond J. Virgona, R.A., Virgona + Virgona, 115 River Road, Suite 1031, Edgewater, NJ 07020, dated October 8, 2015, consisting of five sheets, as follows:
  - Sheet A-1** – Elevations;
  - Sheet A-2** – Elevations;
  - Sheet A-3** – Ground Floor Plan;
  - Sheet A-4** – First Floor Plan;
  - Sheet A-5** – Second Floor Plan; and
- Engineering plans prepared by Neglia Engineering Associates, consisting of twenty one sheets, as follows:
  - Sheet 1.00** – Cover Sheet/Key Map, dated October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 2.00** – Site Clearing and Tree Removal Plan, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 3.00** – Site Plan and NJDOT Dimensions Exhibit, dated September 30, 2015, with latest revision October 5, 2015 (**Exhibit A-2**), prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 4.00** – Grading and Drainage Plan, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 5.00** – Site Utility Plan, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 6.00** – Landscape Plan, Notes and Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 7.00** – Lighting Plan, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 8.00** – Soil Erosion and Sediment Control Plan, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;
  - Sheet 9.00** – Sanitary Sewer Profile and ConstructioOn Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;

**Sheet 9.01** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.02** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.03** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.04** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.05** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.06** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 9.07** – Construction Details, dated September 30, 2015, with latest revision October 5, 2015, prepared by Anthony Kuros, P.E., P.P.;  
**Sheet 10.00** – NJDOT Traffic Control Details, dated September 25, 2015, with latest revision October 5, 2015, prepared by Brian S. Piccirillo, P.E., and Anthony Kuros, P.E., P.P.;  
**Sheet 10.01** – NJDOT Traffic Control Plans, dated September 25, 2015, with latest revision October 5, 2015, prepared by Brian S. Piccirillo, P.E., and Anthony Kuros, P.E., P.P.;  
**Sheet 10.02** – NJDOT 500 FT Exhibit, dated September 25, 2015, with latest revision October 5, 2015, prepared by Brian S. Piccirillo, P.E., and Anthony Kuros, P.E., P.P.;  
**Sheet 10.03** – NJDOT Signing and Striping Plan, dated September 25, 2015, with latest revision October 5, 2015, prepared by Brian S. Piccirillo, P.E., and Anthony Kuros, P.E., P.P.; and  
**Sheet 1 of 1** – Intersection Sight Distance Exhibit, dated September 25, 2015, with latest revision October 5, 2015, prepared by Brian S. Piccirillo, P.E., and Anthony Kuros, P.E., P.P.; and

**Exhibit A-4** – Colorized Landscape Plan, Notes and Details, prepared by Heidi H. Cohen, L.L.A., P.P., C.P.I.A., of Neglia Engineering Associates, dated September 30, 2015 with latest revision January 18, 2016;

**Exhibit A-5** – Diagram of Monument Sign;

**Exhibit A-6** – Sheet A-6 entitled Proposed Building Signage prepared by Raymond J. Virgona, R.A., dated February 8, 2016; and

**WHEREAS**, admitted into evidence without exhibits references were the following:

- Application, dated November 2, 2015;
- Letter of Eric V. Timask, P.P., Supervising Planner, County of Bergen Department of Planning and Engineering, One Bergen County Plaza, 4<sup>TH</sup> Floor, Hackensack, NJ 07601, to Lighthouse, LLC, dated November 17, 2016;

KATES NUSSMAN RAPONE  
ELLIS & FARHI LLP  
ATTORNEYS-AT-LAW  
190 MOORE STREET  
SUITE 306  
HACKENSACK, N.J.  
07601-7407

- Memorandum of Ed Snieckus, Jr., PP, LLA and Tony Somers, MLA, ASLA, Burgis Associates, Inc., 25 Westwood Avenue, Westwood, NJ 07675, to Englewood Cliffs Planning Board, dated January 27, 2016;
- Engineering drawings prepared by Richard F. Dybus, P.L.S., of Neglia Engineering Associates, dated October 9, 2014, consisting of three sheets, as follows:
  - Sheet 1 of 3 -Boundary and Topographic Survey, revised September 17, 2015;
  - Sheet 2 of 3 - Tree Location Plan; and
  - Sheet 3 of 3 – Tree Location Table;
- Fact sheet containing property information, assessment data and sales history, undated;
- Redacted portions of ADS, Inc. drainage handbook, dated June 2009;
- Stormwater Maintenance Manual prepared by Anthony Kuros, P.E., P.P., dated October 5, 2015; and
- Drainage Calculation prepared by Anthony Kuros, P.E., P.P., dated September 30, 2015; and

**WHEREAS**, testimony in support of the application was given by Mark Virgona, R.A., Virgona + Virgona; by Anthony Kuros, P.E., P.P; Michael Kessel, Principal of Lighthouse, EC., LLC; and the following persons questioned the witnesses or commented on the application: Maria Villari, 45 Jane Drive; and Carol McMorrow, 7 Ridge Road; and

**WHEREAS**, the Planning Board did consider the testimony and evidence presented, the following are the findings of fact and conclusions of the Board:

**The Subject Property**

1. Block 1202, Lot 2 (the "Site") is a corner lot located in the B-2 Limited Business Zoning District, on the northeastern corner of the intersection of Sylvan Avenue and Sage Road, and extends the full block toward the west with frontage on Johnson Avenue. The Site is an undeveloped wooded lot with over 1,500 trees, 81,429 sf of wetlands and a State Open Water Way.

2. Applicant is seeking site plan approval with variances relating specifically to on-site parking, accessory to the construction of a 31,833± sf two-story office building. Improvements include stormwater management, landscaping, and lighting. Also proposed is realigned two-

ELLEN NUSSMAN RAPONE  
 ELLIS & FARHI, LLP  
 ATTORNEYS-AT-LAW  
 190 MOORE STREET  
 SUITE 306  
 HACKENSACK, N.J.  
 07601-7407

way ingress/egress access to Sylvan Avenue (Route U.S. 9W). Business offices, professional offices, governmental and corporate offices are permitted uses within the B-2 Zone.

#### Variations/Existing Nonconformities

3. The following variations are required:

- **Parking Space Size (Code §30-10.2.a.):** 9' x 19' is required. According to the Zoning Table depicted on Sheet No. 3.00, Applicant is proposing 9' x 19' parking spaces along the parking lot perimeter and 8.5' x 19' parking spaces beneath the building at the columns. In review of the Site Plan depicted on Sheet No. 3.00, Applicant depicts 9' x 18' parking spaces along the parking lot perimeter. Furthermore, Sheet No. 10.03 depicts 9' x 19' parking spaces along the parking lot perimeter. In any event, applicant requires a parking space size variance.
- **Drive Aisle Width (Code §30-10.2.b.):** 25' is required. Applicant is proposing 24' wide drive aisles along the parking lot perimeter.
- **Number of Parking Spaces (Code §30-10.3. [Schedule B]):** Applicant is proposing 122 parking spaces. The Code requirement is 160, calculated as follows: Business and Professional Office Use: 1 parking space for 200 square feet of gross floor area ("GFA"). Accordingly,  $31,833 \pm \text{sf} / 200 \text{sf} = 160 \text{ spaces.}^1$

#### Number of Parking Spaces

4. Applicant's site design engineer, Anthony Kurus, P.E., opined that the Institute of Transportation Engineers ("ITE") specification or standard for accommodating on-site parking is 2.8 spaces per 1,000 square feet of GFA. Kurus' firm, Neglia Engineering, also conducted a study of existing office buildings on State Highway 9W (Sylvan Avenue) in the Borough and the average was 1.8 spaces per 1,000 square feet GFA. Applicant is proposing 3.83 spaces per 1,000 GFA. As such, Kurus opined that the requested variance is in conformance with the intent and scheme of the zone plan and zoning ordinance of the municipality in that 4 spaces per 1,000 for office buildings is the norm; and this alone should be enough of a reason to grant the variance. Put another way, office buildings have simply not been built in the Borough on sites that provide the zoning standard of 5.33 spaces per 1,000 GFA.

<sup>1</sup> Further, parking spaces must be in conformance to the ADA Guidelines inclusive of striping and signage. Applicant is proposing five (5) barrier-free parking spaces, which conforms to the required number in ADA Accessibility Guidelines for Buildings and Facilities (ADAAG).

5. Notwithstanding the foregoing, the Board cannot simply disregard its own ordinance on the required number of parking spaces, even if the standard contained therein may be questionable or deficient when compared to the current standards of ITE or any other reputable source. Because variances cannot operate to change the zoning plan, variances of any sort cannot be regularly granted. The fact that variances have already been granted in the vicinity actually may work against the grant of another variance, if off-site parking has become a problem.

6. Instead, the issue is whether, in light of the ITE's lesser standard, topographic conditions on the Site cause a "hardship" in meeting the higher standard of the zoning ordinance? Applicant's proofs compel the conclusion that they do. There is the environmental constraint of freshwater wetlands removing from development 7,800 square feet on the northern boundary and 8,600 square feet along the westerly boundary, together with buffer requirements. Existing topographic conditions include slopes, which, when combined with wetlands constraints, confine development to only a portion of the property. The consequence is a design placing parking under the building and confining the total number of onsite spaces to 122. The Board concludes that this variance can and should be granted pursuant to N.J.S.A. 40:55D-70c(1)(a) and (b), and, due to the value of preserving freshwater wetlands in a suburban environment, the variance can and should also be granted pursuant to N.J.S.A. 40:55D-70c(1)(c).

7. The value of preserving freshwater wetlands in a suburban environment is also a basis for granting the variance N.J.S.A. 40:55D-70c(2) due to the fact that the benefits that will be bestowed upon the property and to the community at large by the granting of the deviation from the Zoning Ordinance outweigh any detriment to the municipality.

8. As to the negative criteria of the statute, the variance will not interfere with the intent and scheme of the Zone Plan or the Zoning Ordinance. The 122 parking spaces provided will adequately service the building. Fewer on-site spaces will also reduce the amount of impervious material on the site. Commensurate with approval, there shall be no parking of business related vehicles on adjoining residential streets, and signage shall be posted to that effect.

### Size of Parking Stalls and Aisle Widths

9. The norm for size of parking spaces is 8' x 18' with a 24' aisle. The ordinance requires 9' x 19' with a 25' aisle. Applicant's requests for a variance to permit the size of the stall to be reduced from 9' x 19' to 8.5 x 19' relates to parking under the building at column locations (which locations will be determined when the building plans are completed). Here, the ITE standard sanctions the smaller spaces.

10. The Board concludes that these variances are *di minimus* in nature and can be granted pursuant to N.J.S.A. 40:55D-70c(1) and (2). The variances are needed in order to develop this extremely difficult Site, made difficult due to the environmental constraints caused by the freshwater wetlands on the property and the limited access to public streets as noted from the Site Plan.

11. As to the negative criteria of the statute, smaller on-site spaces and aisles will reduce the amount of impervious material on the site. Further, these variances will not interfere with the intent and scheme of the Zone Plan or the Zoning Ordinance of the municipality and are, in fact, in conformity with almost every other building that has been built in Englewood Cliffs along 9W.

### Site Plan Considerations

12. **Fire safety.** In a letter from George Drimones, Fire Chief, and Joseph Cardullo, Fire Official, to the Planning Board dated November 16, 2015, the following items were noted:

The Fire Department objects to the use of the street number as 922. The Fire Department suggests that an even number should be used above 940 and below 1000 Sylvan Avenue.

Fire Department approval would be based upon a fully sprinklered building due to lack of fire department accessibility around the perimeter of the building.

A free standing FDC (Fire Department Sprinkler Connection) would be required to be located on the lawn off of Sylvan Avenue with its location based upon fire department approval.

Applicant has agreed to comply with these conditions and with the continuing oversight and approval of the fire officials of the Borough during the construction phase.

13. **Stormwater management.** Mr. Mirandi's review letter of December 28, 2015 makes several recommendations as to stormwater management, which applicant has accepted, and which will subject to further oversight and approval by the engineering consultant for the Borough during the construction phase. Although applicant expressed its voluntary agreement to contribute to the Borough's capital fund for stormwater management, the Borough attorney has instructed the Board that it should be rejected unless and until an enabling ordinance is adopted by the governing body.

14. **Landscaping.** A total of 460 trees between 2" and 26" caliper are proposed to be removed from the Site. Tree removal and replacement shall be in accordance with the Borough's ordinances and be subject to the approval of Burgis Associates, Inc., the Borough's planning consultant. Applicant will submit to Burgis Associates, Inc. a revised landscape plan for expedited review and approval by Messrs. Snieckus and Somers of Burgis Associates, Inc. The revision shall include the following annotations:

- There shall be a 120-foot deep landscaped buffer along Johnson Avenue.
- Applicant has agreed to the continued oversight and approval of Burgis Associates, Inc. of any alterations in landscaping improvements during the construction phase.
- Trees shall be six (6) feet tall on planting, ten (10) feet on center.
- Applicant has agreed that plantings will be maintained by applicant, its successor and assigns in perpetuity, and that it will post a maintenance guarantee for said plantings for the first two years from planting, as provided in N.J.S.A. 40:55D-53(2).
- To the extent trees are to be planted in the Borough right-of-way (Johnson Avenue), applicant will be required to obtain the consent of the Borough Council.
- Fallen trees and debris within the site shall be cleaned up to the satisfaction of Burgis Associates, Inc.

15. **Traffic controls.** To the extent not addressed in the Site Plan revision of December 30, 2015 (Exhibit A-2), the following shall be incorporated into a revised Site Plan:

- The northbound left turn lane on Sylvan Avenue at the main driveway shall be made longer to facilitate northbound motorists slowing up just beyond the traffic signal at Sage Road. This will permit them to leave the through lane of traffic more rapidly and facilitate their braking, reducing the likelihood of a rear end accident. The lane is shown to be 75 feet in length with the three left turn

arrows spaced 25 feet apart. Subject to confirmation by the Borough engineer, a turning lane at least 125 feet long is recommended, with the three left arrows spaced 50 feet apart.

- Right turn arrows and lane use signs shall be added to the southbound right turn lane, since it is an exclusive lane.
- Subject to confirmation by the Borough engineer, the curb return on the southwest corner of the driveway shall be increased from the 13 feet shown on the plan to at least 20 feet, to facilitate motorists turning right out of the driveway.
- There is an 'old style' breakaway cable terminal on the north end of the existing guiderail that will become much more vulnerable now that the southbound deceleration lane is being constructed. Applicant shall contact the NJ Department of Transportation and arrange for the end treatment to be upgraded to current end treatment standards.

**16. Miscellaneous:**

- Site lighting shall be on automatic timers, with mandatory shut down of illumination on and after 10 o'clock p.m. However, as a safety feature, parking garage lighting shall be on sensors after 10:00 o'clock p.m., activated by pedestrian traffic.
- All lighting directly facing a neighboring property or public roadway shall be shielded.
- Applicant shall submit for engineering review proposed signage. As the proposed signage is stipulated to be Code compliant, the Board's consulting engineer shall be limited to evaluating the signage for Code compliance and determining that illumination shall not exceed a reasonable standard for lumens.
- The handicapped ramps located along Sylvan Avenue are proposed to be replaced. A design engineer's certification will be required prior to Certificate of Occupancy.
- All utility piping (sanitary, storm, domestic water, fire, water, and gas) will be connected in the existing mains located in Johnson Avenue.
- The installation of the proposed improvements shall comply with any and all applicable Federal, State and local requirements, including Section 9-22 of the Borough of Englewood Cliffs Zoning Ordinance. A note to this effect shall be added on a revised set of drawings.
- The New Jersey Department of Transportation shall review these drawings and applicant shall provide comments from the jurisdictional agency or a Letter of No Interest to the Building Department, as Sylvan Avenue is a State highway.

- Soil erosion control measures must be maintained throughout construction.
- Applicant has represented that the mechanicals, if roof-mounted, will not be visible from State Highway 9W, Sage Road or Johnson Avenue.
- A Final As-Built Survey is required to be submitted for review prior to the issuance of a Certificate of Occupancy.
- A Developer's Agreement shall be executed between the applicant and the Borough of Englewood Cliffs, setting forth customary protective procedures during the construction phase, including performance and maintenance guarantees.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Borough of Englewood Cliffs that this development application be approved, subject to the following conditions:

**CONDITIONS SPECIFIC TO THE APPLICATION**

A. There shall be no parking of business related vehicles on adjoining residential streets, and signage shall be posted to that effect.

B. The Fire Department requirements noted in Paragraph 12 above, shall be addressed, as well as what may be imposed pursuant to the continuing oversight and approval of the fire officials of the Borough during the construction phase.

C. Applicant shall comply with the Engineer's review letter of December 28, 2015 as to stormwater management, as well as further oversight and approval by the engineering consultant for the Borough during the construction phase.

D. Tree removal and replacement shall be in accordance with the Borough's ordinances and be subject to the approval of Burgis Associates, Inc., the Borough's planning consultant. Applicant will submit to Burgis Associates, Inc. a revised landscape plan for expedited review and approval by Messrs. Snieckus and Somers of Burgis Associates, Inc. The revision shall include the annotations identified in Paragraph 14 above.

E. Landscaping generally shall be subject to the continued oversight and approval of Burgis Associates, Inc., including any alterations in landscaping improvements during the construction phase.

CATES NUSSMAN RAPOHE  
 ELLIS & FARHI, LLP  
 ATTORNEYS-AT-LAW  
 190 MOORE STREET  
 SUITE 308  
 HACKENSACK, N.J.  
 07601-7407

F. Traffic controls shall be installed by applicant consistent with Paragraph 15 above, and/or as may be altered during the construction phase for good cause and subject to the approval of the Board's consulting engineer.

G. Applicant shall comply with the itemized "Miscellaneous" requirements in Paragraph 16, unless altered during the construction phase for good cause and subject to the approval of the Board's consulting engineer.

**GENERAL CONDITIONS**

H. Applicant shall comply with all applicable federal, state, regional, county and local rules, regulations and requirements. In the event compliance with the requirements of any such governmental entity necessitates modifications to the Site Plan, applicant shall submit revised plans to the Zoning Officer and Construction Official for their review and approval. If deemed by him to be so substantial or different as to warrant further review by the Planning Board, such modification(s) shall be referred to the Planning Board for its formal review, and applicant shall be required to present same in compliance with the notice provisions of the Municipal Land Use Law.

I. All representations made by applicant or its agents shall be deemed conditions of this approval and any misrepresentations by applicant contrary to the representations made before the Board shall be deemed a violation of this approval.

J. The action of the Planning Board in approving this application shall not relieve the applicant of responsibility for any damages caused by this project, nor does the Planning Board of the Borough of Englewood Cliffs, or its reviewing professionals and agencies, accept any responsibility for design of the proposed improvement or for any damages that may be caused by this development.

K. This approval is subject to applicant obtaining a building permit and any other State, County or Borough approvals (including Borough Board of Health), if required.

L. All fees, costs, bonds and escrows shall be paid when due or becoming due. Any monies are to be paid within twenty (20) days of said request by the Board's Secretary.

**MOTION BY: MR. CHINMAN**

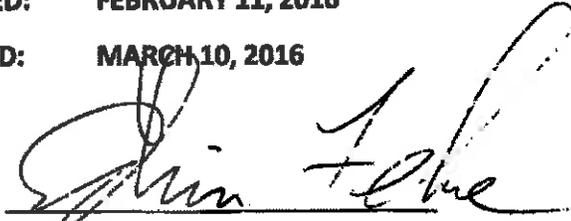
**SECONDED BY: MS. O'SHEA**

**IN FAVOR:** MR. CHINMAN, MS. O'SHEA, MR. VILLARI, MR. TROVATO, MR. KILMARTIN, MS. ROSENBERG, MS. EASTWOOD, MR. KIM and COUNCILMAN PARK

**ABSTAINED:** NONE

**DATE APPLICATION APPROVED:** FEBRUARY 11, 2016

**DATE RESOLUTION APPROVED:** MARCH 10, 2016



**EDWIN FEHRE, CHAIRMAN  
PLANNING BOARD**

**Attest:**



**CATERINA SCANCARELLA  
PLANNING BOARD SECRETARY**

KATES NUSSMAN RAPONE  
ELLIS & FARHI, LLP  
ATTORNEYS-AT-LAW  
190 MOORE STREET  
SUITE 306  
HACKENSACK, N.J.  
07801-7407



**VIA EMAIL**

January 11, 2016

Borough of Englewood Cliffs  
482 Hudson Terrace  
Englewood Cliffs, New Jersey 07632

Attention: Ms. Cathy Scancarella, Planning Board Secretary

Re: Proposed Addition & Alterations  
Pogharian Residence  
8 Second Street  
Block 129, Lot 3  
Our File No. ECES-1399  
Board Application Number: #259K

Dear Ms. Scancarella:

Boswell McClave Engineering (Boswell) is in receipt of the following documents:

- A. Architectural Plan set (4 sheets) entitled, "Proposed Addition and Alterations to the: POGHARIAN RESIDENCE, 8 Second Street, Englewood Cliffs, New Jersey, Lot 3, Block 129," as prepared by Wayne T. Johnson, R.A., P.P. of Blueline Architecture, L.L.C., dated 12/2/15 and consisting of the following drawings:
  - Sheet No. A-1 (1 of 4), Location Map with 200' Radius, List of Property Owners, Landscaping Plan, Architectural Site Plan, Zoning Chart & Coverage Calculations
  - Sheet No. A-2 (2 of 4), Existing Floor Plans, Elevations & Photographs
  - Sheet No. A-3 (3 of 4), Proposed Floor Plans
  - Sheet No. A-4 (4 of 4), Proposed Elevations
- B. Same Plan set as noted in 'A.' above but in 11" x 17".
- C. Survey entitled, "Boundary and Topographic Survey, 8 Second Street, Block 129, Lot 3, Township, County, New Jersey," as prepared by Stephen P. EID, P.E. & L.S. of EID & Lapatka, LLC, dated 9/30/15.
- D. Drainage Calculations for #8 Second Street, Block 129, Lot 3, Englewood Cliffs, NJ, as prepared by Mark A. Palus, PE, PP of MAP Engineering, dated 12/9/15.
- E. Letter from the Zoning Officer entitled, "Denial of Application," dated 11/30/15.

Based on our review of the above referenced information and recent site inspection, we offer the following comments:

1. The Applicant/Owner in this matter is:  
Glenn Pogharian & Anita Dabaghian-Pogharian  
8 Second Street  
Englewood Cliffs, New Jersey 07632-1421

The Applicant should notify the Planning Board of any change in the above information.

2. Block 129, Lot 3 (the "Site") is an irregularly shaped interior lot located on the easterly side of Second Street approximately 280' south of Irving Avenue and two (2) lots north of the Fort Lee municipal boundary. The property is located, in the R-B1 Residential Single Family Residential Zoning District. Single Family dwellings are considered a permitted use in this zoning district.

The Applicant proposes to demolish an existing shed with deck above and proposes to construct a new 20 ft. x 27.67 ft. three (3) story addition (with a two (2) car garage at the north elevation). Interior alterations are also proposed with the number of bedrooms increasing from two to four by reconstruction and expanding the existing ½ level. A front yard paver walkway and rear yard raised deck, paver landing and new pavers below the deck are proposed. Also proposed are drainage improvements.

3. **Requested Variances and Existing Non-Conformities by the Applicant include:**

- a. Lot Area: Minimum 5,000 sf required, 4,649 sf proposed (e)
- b. Lot Width: Minimum 50 ft required, 48 ft proposed (e)
- c. Front Yard Setback: Minimum 20 ft required, 11.2 ft proposed (e) (V)
- d. Side Yard Setback (One): Minimum 5 ft required, 3.2 ft proposed (e) (V)
- e. Percent Lot Coverage: Maximum 35% allowed, 42.01% proposed (V)
- f. Impervious Coverage: Maximum 51% allowed, 74.58% proposed (e) (V)
- g. Number of Stories: Maximum 2½ stories allowed, 3 stories proposed (V)

4. It is noted that Boswell McClave Engineering has not performed a zoning review and defers all comments with regard to this matter to the Construction Code Official/Zoning Officer. This will be handled by the Construction Code Official/Zoning Officer. However, we note the following:

- a. **Maximum Horizontal Surface Forming the Porch, Deck or Raised Platform (§30-7.9.c.(4)):** According to this section, the horizontal surface shall not exceed 9 ft above grade. The Planning Board shall be aware that the horizontal surface is greater than 9 ft above grade according to Sheet No. A-4. The Applicant shall request a variance for this item or revise this matter to bring it into conformity.

- b. **Roof Overhang Extension (§30-6.3):** Under "Variances Requested," Item 8 on Sheet No. A-1, the Applicant states "...where 3 ft is the maximum permitted" should be revised to "...where 2 ft is the maximum permitted." The Applicant shall correct this discrepancy.

**Stormwater Management**

5. The Applicant has provided certified drainage calculations in support of the proposed stormwater management improvements. We take no exception to the calculations as submitted.
6. The Applicant shall depict all seepage pit dimensions on a revised drawing (e.g. excavation dimensions, seepage pit dimensions, inlet and overflow piping, etc.).
7. No runoff from this property shall affect any adjacent property both during and subsequent to construction. In the event a drainage problem persists, the Applicant shall remedy the matter at his/her own cost.
8. Soil logs and percolation tests shall be performed at the proposed location of the seepage pits to determine the permeability of the soil in the area. Also required is the elevation of groundwater and rock in the area to substantiate the soils acceptance of such a system.
9. Should the Planning Board look favorably upon this application, construction of the stormwater management system shall not be allowed to commence until this office has received and reviewed the aforementioned test results for acceptance.
10. The Applicant shall provide at least 48 hours notice prior to the installation of the seepage pits in order for this office or the Construction Official's Office to schedule the inspection of said seepage pits. No Certificate of Occupancy shall be issued unless the inspection has been performed and the seepage pit system has been accepted.
11. The Applicant shall add a "Roof Leader Overflow" detail to a revised set of drawings. This detail shall note that all roof leader downspouts shall contain an overflow tee with vermin screen and splash block.
12. The Applicant shall note on the Site Plan drawing that the property owner is responsible for maintenance of the stormwater management facilities. Maintenance notes shall be provided to indicate the stormwater management facilities shall be inspected annually at a minimum. A seepage pit cover location indicator shall be placed at grade.

**Site Plan and Additional Comments**

13. Since the proposed building height is stipulated as 29.92 ft while a maximum of 30 ft is allowed by the Englewood Cliffs Ordinance, the Applicant shall provide the building height calculations on a revised set of drawings.



14. The application description indicates under item 3 of the Project Summary section that the 1948 structure will be reconstructed above grade to reflect a modern home. Please provide detail testimony on the proposed demolition of the existing structure.
15. The installation of the proposed improvements shall comply with any and all applicable Federal, State and local requirements, including Section 9-22 of the Borough of Englewood Cliffs Zoning Ordinance.
16. The Applicant shall review requirements with the Building Department for Soil Movement Permits (if any are required).
17. The Applicant shall be aware that soil erosion control measures must be maintained throughout construction. The Applicant is required to replace the entire curb fronting the property to the satisfaction of the DPW Superintendent. This note shall be placed on a revised plan.
18. The Applicant is advised that a final As-Built Survey is required prior to the issuance of a Certificate of Occupancy. This note shall be placed on a revised plan.
19. The Applicant shall provide a copy of these plans to the Environmental and Shade Tree Commissions for their review/comment.
20. Any other issues the Planning Board deems necessary

Revised plans are required to satisfy various items above. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

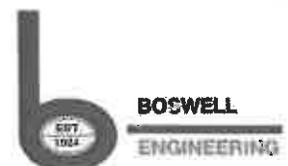


Bernard N. Mirandi, P.E.

BNM/EFS/amg

cc: Environmental Commission  
Shade Tree Commission  
Mark Neville, via email  
Glenn Pogharian & Arita Dabaghian-Pogharian  
Wayne T. Johnson, R.A., P.P.  
MAP Engineering  
John Englese

160104efsL.doc



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BOROUGH OF ENGLEWOOD CLIFFS  
PLANNING BOARD  
REGULAR MEETING  
10 Kahn Terrace  
Englewood Cliffs, New Jersey  
Thursday, March 10, 2016  
Commencing at 8:50 p.m.

STENOGRAPHIC.  
TRANSCRIPT OF  
PROCEEDINGS

- - - - -X  
IN RE: :  
APPLICATION NO. 259K :  
FCA REALTY, LLC, :  
Applicant. :  
:  
Site Plan Approval with Variances :  
Block 130, Lot 23, :  
100 Sylvan Avenue :  
- - - - -X

B E F O R E:

- EDWIN FEHRE, CHAIRMAN
- AUREL VILLARI, VICE CHAIRMAN
- LAUREN EASTWOOD
- RONALD KILMARTIN
- MATTHEW TROVATO
- KIKY KIM
- RUSSELL PORRINO
- J.P. LEE
- COUNCILMAN MARK PARK
- MARY O'SHEA
- Michael B. Kates, Esquire, Board Attorney
- Andrew r. Hipolit, PE, Board Engineer
- Cathy Scancarella, Board Secretary

TRANSCRIBED BY AND BEFORE:  
ToniAnn Acquaro, Professional Court Reporter, and Notary  
Public of the State of New Jersey.

Job No. 2268611

Page 2

1 A P P E A R A N C E S:  
 2  
 3 SCHEPISI & McLAUGHLIN, P.A.  
 4 Counsel for Applicant  
 FCA Realty, LLC  
 5  
 6 473 Sylvan Avenue  
 Englewood Cliffs, New Jersey 07632  
 7 BY: JOHN SCHEPISI, ESQUIRE  
 (201) 569-9898  
 8 jschepisi@schepisi.com  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 4

1 CHAIRMAN FEHRE: The next item on the agenda,  
 2 site plan approval with variances, that is Application  
 3 257K, FCA Realty, LLC, 100 Sylvan Avenue, Block 130, Lot  
 4 23 and Application 258K, site plan approval with  
 5 variances, FCA Realty, LLC, 120 Sylvan Avenue, Block  
 6 130, Lot 24.  
 7 MR. SCHEPISI: Mr. Chairman, members of the  
 8 board, again, as always I hope you don't mind where I am  
 9 sitting because of my bad knee. But it maybe getting  
 10 fixed because Mr. Hipolit referred me to an orthopedic  
 11 surgeon and I am seeing him in two weeks.  
 12 MS. O'SHEA: If it works for you, I might be  
 13 taking the name.  
 14 MR. SCHEPISI: Good evening, everyone. Let  
 15 me explain what is a complicated application. We  
 16 originally came in as 100 and 120 Sylvan, and then after  
 17 going through it, listening to the board's comments,  
 18 seeing some of the issues, and after discussions with  
 19 Mr. Kates, I think from a logistics standpoint, it made  
 20 more sense to be separated and we are going to go  
 21 forward with 100 Sylvan this evening and then proceed  
 22 backing that up with 120.  
 23 Let me explain to you basically what the  
 24 application is about, what the issues are. Back in the  
 25 1960's a building was built. That building, as you can

Page 3

1 I N D E X:  
 2 A P P L I C A N T ' S W I T N E S S E S : PAGE  
 3 Larry Lam 11  
 Brad Bohler 14  
 4 Joseph Berardo 16  
 5  
 M E M B E R S O F T H E P U B L I C :  
 6  
 7 Carin Gieger 63, 83  
 Vincent Surace 69  
 Tony Morfesis 73  
 8 Carrol McMorro 73  
 Emmanuel Xenopoulos 81  
 9  
 10  
 11 E X H I B I T S :  
 12 A P P L I C A N T ' S D E S C R I P T I O N PAGE  
 13 Exhibit A1 1986 Resolution of the Board 11  
 of Adjustment  
 14  
 Exhibit A2 July 8, 2002 Resolution of the 11  
 Board of Adjustment  
 15  
 Exhibit A3 November 11, 2001 Resolution 11  
 of the Board of Adjustment  
 16  
 17 Exhibit A4 Color rendering of proposed 20  
 building  
 18  
 Exhibit A5 Color version of site plan 25  
 19  
 Exhibit A6 Rent roll 38  
 20  
 Exhibit A7 Rental Statement 38  
 21  
 22 B O A R D ' S  
 Exhibit BD1 Certificate of Occupancy for 55  
 23 Toyota  
 24 (Exhibits retained.)  
 25

Page 5

1 see it in the bottom, that was built by Renault for a  
 2 car dealership and that has one purpose, a car  
 3 dealership. And that building was occupied by them  
 4 through the '60s into the '70s and the late '80s, early  
 5 '90s by Parkway Toyota. And then in 2002, Parkway  
 6 Toyota left these premises and moved over to their new  
 7 premises in 2004.  
 8 I happened to have handled the application for  
 9 Parkway Toyota for their new premises. I did not  
 10 represent the applicant -- I'm sorry, the property owner  
 11 for these premises back then.  
 12 Parkway Toyota was caused by the board, the  
 13 zoning board at that time, to make certain concessions  
 14 that the property could not used as a car dealership.  
 15 Parkway Toyota didn't care they made those concessions.  
 16 Unfortunately, the then property owner said "I am not  
 17 privy to that discussion, you can't bind my property. I  
 18 am not part of this application." He threatened to sue  
 19 Parkway Toyota, threatened to sue the board.  
 20 And afterwards the board had another hearing. A  
 21 motion for reconsideration, reconsidered its resolution,  
 22 redid its resolution, and took out the language that  
 23 precluded the nonuse of this property as a car  
 24 dealership going forward.  
 25 So, basically, we have a 1969 car dealership put

1 in prior to your zoning ordinance being passed. You  
 2 have prior boards before this application holding that  
 3 that is a valid application. And this evening I will be  
 4 passing out to you later in the presentation prior  
 5 resolutions of the board. Because I think Mr. Kates is  
 6 going to have to advise you that to go forward we are  
 7 contending it's a preexisting nonconforming use and that  
 8 is a threshold question that has to be answered.  
 9 And that question cannot based upon a gut  
 10 feeling; it has to be answered based upon the facts.  
 11 And the facts in this case are indisputable. And are  
 12 right on board. You have an existing nonconforming use  
 13 and Mr. Kates will advise you on the law of the  
 14 abandonment of an existing nonconforming use. You  
 15 cannot have an abandonment of a car dealership because  
 16 you no longer sell cars if the property owner is using  
 17 it for the storage of cars, washing of cars, and doing  
 18 other things that are ancillary or part of a car  
 19 dealership, and had no intention of ever giving up that  
 20 use.  
 21 The property owner and the property have a vested  
 22 right in the existing nonconforming use and the property  
 23 owner has never given that up. Mr. Berardo, who is here  
 24 this evening, and he will tell you what has been there,  
 25 what is happened since the day he bought the property

1 in 2004, and how the use continued and it has never  
 2 stopped being a car dealership. Has it cut back? Is it  
 3 not as much as it was when it was a full active Toyota  
 4 dealership? No question about it. But that is not the  
 5 test.  
 6 So basically the first thing we will be  
 7 addressing is the continuation of the existing  
 8 nonconforming use. I will put Mr. Berardo on at that  
 9 point after I put my engineer on just to explain what we  
 10 are doing here, and my engineer and my architect, very  
 11 briefly. I will call them back when we get into the  
 12 full presentation. And now we are going to go into the  
 13 threshold question if that is Mr. Kates direction as to  
 14 if this is a continuation of an existing nonconforming  
 15 use.  
 16 MR. KATES: Is the board prepared to go  
 17 forward on that basis?  
 18 CHAIRMAN FEHRE: I have a question, though.  
 19 Are you expanding the nonconforming use?  
 20 MR. SCHEPISI: Not at all. I am sorry, but  
 21 for 189 square feet and I agreed -- the applicant agreed  
 22 to redesign that, that if the board doesn't want to  
 23 grant the deminutus D2 variance or waiver, which I have  
 24 will bring you a case that you can, then we will abandon  
 25 that. But we think aesthetically it would be foolish to

1 do it. It's 189 square feet on a 50,000 square foot  
 2 application.  
 3 CHAIRMAN FEHRE: Aren't you relying on the  
 4 bordering property for parking or inventory of cars?  
 5 MR. SCHEPISI: No. No. That was an  
 6 additional item we added to it that would help us, but  
 7 we do not need the northerly property. We do not need  
 8 120. The application stands by itself for 100. Does it  
 9 help everybody to have the two together? Yes. It makes  
 10 sense to have the two together. But it makes the  
 11 application somewhat more complicated so we are going to  
 12 do them bifurcated. We are going to do 100. That will  
 13 stand by itself, 120 will stand by itself.  
 14 Also, so that the neighbors that are here this  
 15 evening don't get upset, just so the board knows, when I  
 16 came into the board, when we had the completion hearing,  
 17 it was a little informal committee. There were certain  
 18 concerns that were made, I think you, Mr. Chairman, said  
 19 you were concerned about the landscape, the street scape  
 20 on Sylvan Avenue. So we I went back to the client, I  
 21 had them redesign and put in a street scape.  
 22 But in addition to the front of the property on  
 23 Sylvan Avenue, I went to all of the property owners  
 24 whose properties abut the property. And we had several  
 25 meetings with them. So we have gone and dramatically

1 changed the rear to address all of their concerns. So  
 2 what this property owner is doing is taking its  
 3 property, its coming in for a site plan approval, but it  
 4 really doesn't need anything because it's a preexisting  
 5 use, it's preexisting variances, preexisting  
 6 nonconforming use. So we are trying to accommodate, A,  
 7 the planning board, the street scape, and, B, most  
 8 importantly, the neighbors that could be adversely  
 9 affected by this property.  
 10 So what we did do was we met with them. We found  
 11 out what their concerns were. Their main concern was  
 12 the condition that the property is in. It is  
 13 deplorable. It detracts from the borough. And being a  
 14 property owner in the borough, I can say that also.  
 15 They were also concerned about the water running onto  
 16 their property. The water runs in sheets off of this  
 17 property and goes right into their backyards.  
 18 We addressed that totally by agreeing to put a  
 19 curb across the entire rear, not just 100, but also 120.  
 20 I discussed this with my client. I said, "What happens  
 21 if they don't give you approval for 120 and you get  
 22 approval on 100?" The client is still committed to give  
 23 it to the property owners. So we would then be putting  
 24 in improvements to the rear of the property, whether we  
 25 get approval or not on 120. A weakness on my part is

Page 10

1 preventing that, on my client's part, because I have  
2 nothing to give you when I come in on 120 because I am  
3 giving it to you on 100. But we made a commitment to  
4 the neighbors and we are going to keep that commitment.  
5 Other issues the neighbors had, they were  
6 concerned about the lights. They were concerned they  
7 would have bright lights shining in their houses. We  
8 agreed to have the lights shielded, shining away from  
9 the houses protected from it;  
10 But on top of that, we have agreed to do one  
11 other thing. We are putting in trees that are going to  
12 go in at 8 to 10 feet and will grow to 50 feet. They  
13 are Leyland Cyprus. These are perfect trees, the  
14 neighbors have it, and we can't plant them on the  
15 neighbor's property, but we have agreed to have them get  
16 their landscape contractor, do the work and we are going  
17 to reimbursement to it at a set price and we would have  
18 no problem putting that into a developer's agreement.  
19 So what we are trying to do -- and I will give  
20 you more things later as to what we are trying to do for  
21 the neighbors -- are trying to be a good neighbor. We  
22 believe this is something to clean up the south end of  
23 town. There is something that we are looking forward to  
24 with the right restraints put on us. And this project  
25 should go forward.

Page 11

1 Now, I can start and go into the application now  
2 and go and put Mr. Berardo on. Does anyone here contend  
3 that this property is not an existing nonconforming use?  
4 MR. KATES: I think you have to put in those  
5 proofs.  
6 MR. SCHEPISI: Before I put Mr. Berardo on, I  
7 want to mark a couple of exhibits. The first document  
8 that I'm going to be marking is a resolution, the first  
9 one is a resolution dated 1986. And this is a  
10 resolution and I'm going to mark this Exhibit  
11 Applicant's A1. And I will pass out the copy for each  
12 members of the board.  
13 (Applicant's Exhibit 1 marked for  
14 identification.)  
15 (Applicant's Exhibit 2 marked for  
16 identification.)  
17 (Applicant's Exhibit 3 marked for  
18 identification.)  
19 MR. SCHEPISI: And if you don't mind just  
20 mark it A1 for yourself, we will be here all night if we  
21 mark each one.  
22 As Danielle, one of the attorneys in my office,  
23 passes this out, this is a resolution of the Board of  
24 Adjustment of Englewood Cliffs going back to 1986. And  
25 you see some of the names on the board at that time,

Page 12

1 Robert Sands, Mr. Murray, et cetera, Slater. At that  
2 time, the board found and held as part of the resolution  
3 on Page 2 that the use of the said premises as an  
4 automobile dealership predated and existed prior to the  
5 passage in January of 1979 of the zoning ordinance  
6 79-01.  
7 Now, this is a res judicata, you must recognize  
8 this and this is the holding of your board in this town  
9 that it is an existing condition that was there prior to  
10 the passage of the ordinance, meaning I don't have to go  
11 back and prove that it was done, your own board heard  
12 the testimony back then and decided that issue at that  
13 time. If you need any additional testimony on it, we  
14 are ready to provide that.  
15 Then it continues on saying that the subject  
16 property was used as an automobile dealership by  
17 Renault, Inc. continuously from 1967 through December of  
18 1985. Then it further goes on that there was no  
19 abandonment of the nonconforming use, which  
20 nonconforming use predated the present zoning ordinance.  
21 So that was your own ordinance deciding that, and  
22 that is Applicant's Exhibit A1.  
23 Applicant's Exhibit A2 is another resolution from  
24 the planning board from -- sorry, the board of  
25 adjustment. This is a resolution of the board of

Page 13

1 adjustment dated -- I believe this one is June of --  
2 June of 2002. It was passed June 10, but it was  
3 memorialized on July 8, 2002. And this is the  
4 resolution, which I mentioned to you whereby Parkway  
5 Toyota on the adjacent property to the south of us  
6 obtained approval to go into that property and get a  
7 variance on that property.  
8 But there was nothing presented in representation  
9 to this subject property, except for the fact that the  
10 board at that time asked the property owner of the  
11 sublessee, the owner Parkway Toyota, Mr. Lauzon would  
12 you give up the right to have a car dealership at this  
13 site, and he said, yeah, I don't care. Because he did  
14 not own the property. He was moving to the south.  
15 So the board granted the resolution, they board  
16 granted the approval, this resolution gives the  
17 approval.  
18 After the board passes that resolution, the  
19 property owner says, Hey, wait a minute, you have now  
20 given up my rights. The property rights on the zoning  
21 variance on an existing nonconforming use runs through  
22 and with the property. It does not run to an  
23 individual. And that property owner said, "You can't  
24 give that up." And he threatened to sue Lauzon, he was  
25 talking about suing me, but nobody wanted to do that --

1 that is a private joke between Mr. Porrino and me -- and  
2 the property owner said I am going to start suit unless  
3 you reverse your position.

4 The planning board had another hearing, had  
5 another vote, had the resolution redone by the attorney  
6 and passed Applicant's Exhibit A3 on November 11  
7 of 2002. And we have taken the liberty of highlighting  
8 in yellow, the changes that were made by the board  
9 between July and November. And, if you'll notice  
10 starting on Page 2 of 6, the prior resolution, it said  
11 that the use of the property would be changed, but it  
12 said no. They had to change, they put in the  
13 applicant's use of the property. So Mr. Lauzon's use of  
14 the property was changed. They went further on to stay  
15 that his nonconforming use, not that the nonconforming  
16 use; big distinction.

17 Then it goes on, on Page 3 of 6, again  
18 applicant's present use and then it goes on: Thus  
19 enhancing compatibility with the nonconforming use of  
20 Lot 22. The owners of Lot 23, who did not consent to  
21 the application or otherwise participate in the initial  
22 application proceedings will retain statutory  
23 nonconforming use rights as to Lot 23 applicable to  
24 legal requirements, but not -- I'm sorry, may also be  
25 devoted to a more conforming use following vacation of

1 the premises by the applicant.

2 They go on again on the next page, change the  
3 generic "its use" to "applicant's use." And then they  
4 state again on Paragraph 18. It's very clear. Again,  
5 the applicant, Dennis Lauzon will not continue his use  
6 of Lot 21 as a car dealership upon completion of his new  
7 facility on Lot 22; however, this condition does not  
8 restrain the statutory right of the owners of Lot 23 to  
9 continue the nonconforming use of Lot 23 pursuant to  
10 applicable legal requirements.

11 The owners of Lot 23, who did not consent to this  
12 application that is on the adjacent piece, or otherwise  
13 participate in the initial application proceeding, will  
14 retain statutory nonconforming use rights as to Lot 23  
15 subject to applicable legal requirements, but Lot 23 may  
16 also be devoted to more conforming use following  
17 vacation by the applicant.

18 So those are the three resolutions that Mr. Kates  
19 will advise you on. You are bound upon, there is a res  
20 judicata vis-a-vis this problem.

21 Now we have the question that we've heard: Has  
22 it been operating as a car dealership? Well, Mr. Kates  
23 will advise you. You do not have to have the identical  
24 use. It could be a condition such as a supermarket -- I  
25 use that always as an example in these types of cases --

1 you have a supermarket on a piece of property, and all  
2 of a sudden the owner of the supermarket decides I'm no  
3 longer going to have a butcher shop on the property.  
4 And even though they stop using it as a butcher shop,  
5 they still have a supermarket. They have everything  
6 else, but they don't have a butcher there. They never  
7 gave up the nonconforming use as a supermarket. So they  
8 can come back years later and put a butcher shop back  
9 in. That's the way the law is, that's they way the  
10 cases are. They are replete with this. There are cases  
11 in Ridgewood, there are cases all over the state and  
12 there are supreme court cases. I have gone over several  
13 of the cases with Mr. Kates and he has those cases which  
14 I cited before.

15 MR. KATES: But we need you to bring us Mr.  
16 Berardo's testimony from 2002.

17 MR. SCHEPISI: That's my next step. I'm  
18 going to. This is still my opening. I am not as bad as  
19 Carmine, but I give long opening.

20 MR. KATES: Mr. Lampey (phonetic) is not here  
21 to defend himself.

22 MR. SCHEPISI: So what we have is the  
23 following: That is the law, that is what is happening.  
24 Now Mr. Berardo buys the property in 2004. And he is  
25 going to testify, he will be my first witness as to what

1 has happened to the property and what it is used for  
2 since he acquired it and Parkway Toyota opened up its  
3 facilities next door. And that will be the proofs that  
4 we are putting in. But before I put him on, I want to  
5 put my architect and my engineer on just to describe the  
6 site so everybody can see the site and then I will call  
7 Mr. Berardo, if I can.

8 MR. PORRINO: May I just interrupt a minute?  
9 I just have a question in terms of chronology here. If  
10 we were going to at least have a discussion about  
11 potential abandonment, shouldn't that conversation  
12 happen and be finished? Because if the --

13 MR. SCHEPISI: It will be --

14 MR. PORRINO: If I can just finish. If,  
15 indeed, the use is going to be abandoned, we are going  
16 to have several members stepping down. So I'm not so  
17 sure we need to look at the new proposal. While we look  
18 forward to hearing that and seeing that, but shouldn't  
19 we stay focused on the question of is the use continuing  
20 or has it been abandoned?

21 MR. KATES: I think Mr. Schepisi is still  
22 focused on that. He just wanted to break the ice, so to  
23 speak.

24 MR. SCHEPISI: I just want to have them  
25 testify to these exhibits, they didn't create them.

Page 18

1 Then I'm going to have the architect and the engineer  
2 just mention them, say what they are, not go into  
3 detail. Then I am going to put Mr. Berardo on, then I  
4 am going to put my planner on, then we going to finish  
5 that aspect. And then hopefully you agree that the  
6 facts will be undisputed that this is a continuation of  
7 an existing nonconforming use.  
8 MR. PORRINO: My suggestion is that we go  
9 with Mr. Berardo first and the planner and then go to  
10 the architect.  
11 MR. SCHEPISI: I would like to present my  
12 case the way I present my case.  
13 CHAIRMAN FEHRE: It's your case.  
14 MR. PORRINO: Okay.  
15 MR. SCHEPISI: I am not going to be long. We  
16 are only going to be a minute or two.  
17 First I would like to call up the architect, Mr.  
18 Larry Lam. Larry, can you come up, please?  
19 L A R R Y L A M, after having been duly  
20 sworn, was examined and testified as follows:  
21 MR. KATES: Mr. Lam, identify yourself, spell  
22 your last name.  
23 THE WITNESS: Larry Lam, L-a-m.  
24 MR. KATES: And your business address,  
25 please.

Page 19

1 THE WITNESS: It's 189 Berdan Avenue, Suite  
2 238, in Wayne, New Jersey 07470.  
3 MR. KATES: And you are being qualified as  
4 the architect for the plan?  
5 THE WITNESS: Yes.  
6 EXAMINATION BY MR. SCHEPISI:  
7 Q. Please tell us your credentials.  
8 A. Starting from?  
9 Q. Not from high school. Starting from when you  
10 graduated from college, tell us what degree you have,  
11 which license you have and which states you have it in.  
12 A. I graduated from Columbia College, I was an  
13 architecture major in '78. I got my master's from Yale  
14 Architecture School in '81. I got licensed in New York  
15 and New Jersey in '86. And I have been having my own  
16 firm since 1987.  
17 Q. And you are the architect who has worked on  
18 this project, who is responsible for this project and  
19 anything relating to the design, the renderings, et  
20 cetera, was done by you or your supervision?  
21 A. Yes.  
22 MR. SCHEPISI: I offer Mr. Lam as a licensed  
23 architect, licensed in many states to testify as to the  
24 architecture.  
25 CHAIRMAN FEHRE: Yes, we will accept him.

Page 20

1 MR. SCHEPISI: Thank you very much.  
2 Q. Mr. Lam, can you please tell us -- we are  
3 going to mark that exhibit. Can you put a sticker on  
4 it? This will be Applicant's Exhibit A4. Put it on the  
5 back or on the bottom corner. That's fine.  
6 (Applicant's Exhibit A4 marked for  
7 identification.)  
8 Q. Mr. Lam, I show you Applicant's A4. Can you  
9 please tell the board what that document is?  
10 A. This is the composite photograph and computer  
11 generated rendering. Everything you see here is  
12 digitally accurate. It was done from our Auto CAD  
13 dimension plans. They are accurate down to the micro  
14 whatever. The design is a combination of Chrysler  
15 Corporation's design standards. And underneath, of  
16 course, is the existing building.  
17 Of course it was built in the late '60s for auto  
18 uses. I have been through the building. Actually, I  
19 used to be a customer of Toyota, so I know it very well.  
20 It has great bones, it's a very sturdy building. I'm  
21 actually very excited to be working on this building  
22 that I have known for many years and cladding it with  
23 state-of-the-art materials. I think they are going to  
24 be a fantastic neighbor. It's very friendly and working  
25 with the attorney from the town who will resolve a lot

Page 21

1 of the concerns, and I think using today's technology,  
2 it's a very community-friendly building.  
3 Q. Now, you have done some history going into  
4 the history of this building. You made inquiry on that;  
5 am I correct?  
6 A. Yes.  
7 Q. And this building was built in 1960's for  
8 Renault for his car dealership?  
9 A. Yes.  
10 Q. You, as an architect, does this building have  
11 multiple uses or is it a car dealership, car dealership,  
12 car dealership?  
13 A. It's a car dealership through and through.  
14 At this point, I should be taking everybody through the  
15 floor plan.  
16 Q. We'll get there. This is very, very briefly.  
17 I notice on the side of the beautiful rendering you have  
18 showing what is proposed, there is a photograph in the  
19 lower left corner of Exhibit A4. What is that  
20 photograph depict?  
21 A. This is actually the photograph that, this is  
22 photo montage that we explored. That is the existing  
23 building. I think this actual photograph is two months  
24 old, pretty representative of what is there today.  
25 CHAIRMAN FEHRE: Can you just move it over a

Page 22

1 little so everybody can see it? Can everyone see it  
2 now? That's the existing building.  
3 Q. Can you just verbalize what is there, what  
4 the condition is, so everybody has the feel?  
5 A. If I understand the question right, this is  
6 the building that is currently unoccupied. It's been  
7 that way for at least seven years, plus or minus. It's  
8 showing the result of no maintenance, no occupancy by  
9 any ongoing business.  
10 Q. When you say it's unoccupied, there is no  
11 sales room going on; is that correct?  
12 A. Correct.  
13 Q. But it is occupied being used for storage and  
14 facilitating a new car dealership; is that correct?  
15 A. I'm a witness of that, yes. They are using  
16 it.  
17 Q. And when you have been on the property -- how  
18 many times have you been on this property, sir?  
19 A. Since I have been involved?  
20 Q. Since you have been retained, not since high  
21 school.  
22 A. High school is a long time ago.  
23 Five or six times I have been there.  
24 Q. And the five or six times that you have been  
25 there, except for the last time, this property always

Page 23

1 had cars inside and outside of it; am I correct?  
2 A. Yes.  
3 Q. And they were new cars that were being stored  
4 there. And there were Toyotas on the property, Nissans  
5 on the property?  
6 A. Yes.  
7 Q. Were there other cars that you recall?  
8 A. Honestly, my focus was on the property, but I  
9 did notice other brands other than Toyota.  
10 Q. So the times that you were there, and the  
11 borough zoning official, Mr. Renaut was instructed to  
12 direct the cars to be removed from the property. Less  
13 than a month ago, there were also cars on this property  
14 being stored for the various car dealerships?  
15 A. As a matter of fact, I remember the first  
16 time after being engaged for the property, we had  
17 difficulty getting our cars on the site because the  
18 property was packed with cars.  
19 Q. And the same in the rear of the property?  
20 A. Yes.  
21 Q. And on the inside, there were new cars stored  
22 there, too?  
23 A. On this side, yes.  
24 Q. Does this accurately depicts the condition of  
25 the front of the building as it exists today, and it

Page 24

1 accurately depicts what you plan to do to the property  
2 going forward?  
3 A. Yes.  
4 MR. SCHEPISI: I have no further questions of  
5 the witness at this time. I used him as a precursor. I  
6 will be bringing him back for questions from the board  
7 and the public.  
8 At this time, I would like to call Brad Bohler.  
9 BRAD BOHLER, after having been duly  
10 sworn, was examined and testified as follows:  
11 MR. KATES: Spell your last name, please.  
12 THE WITNESS: B-o-h-l-e-r.  
13 MR. KATES: And your business address?  
14 THE WITNESS: 35 Technology Drive.  
15 MR. KATES: And your affiliation?  
16 THE WITNESS: Bohler Engineering.  
17 MR. KATES: Your witness.  
18 EXAMINATION BY MR. SCHEPISI:  
19 Q. Technology Drive is what town?  
20 A. Warren, New Jersey, sorry.  
21 Q. Now, in relation -- can you tell us a little  
22 bit about your educational background, sir?  
23 A. Yes, I have a Bachelor and Master's of  
24 Science in Civil Engineering. I am a licensed engineer  
25 in the State of New Jersey, as well as eight other

Page 25

1 states along the east coast. I have been licensed for  
2 approximately 7 years and I have been working for Bohler  
3 Engineering as a principal for a little over ten years.  
4 Q. And is this a family-owned company?  
5 A. Correct. My father started the company.  
6 Q. And you are following in your dad's  
7 footsteps?  
8 A. Trying to.  
9 Q. In relation to this project, are you the  
10 engineer that is responsible for the engineering  
11 drawings that have been submitted to the town?  
12 A. Yes, I was.  
13 MR. SCHEPISI: At this time I would like to  
14 offer Mr. Bohler as a licensed professional engineer and  
15 the engineer in charge of this project.  
16 CHAIRMAN FEHRE: The board accepts him.  
17 MR. SCHEPISI: Thank you very much.  
18 Q. Mr. Bohler, can you please go to Applicant's  
19 A5, which you are going to put a sticker on now.  
20 (Applicant's Exhibit A5 marked for  
21 identification.)  
22 Q. Can you briefly describe for the board what  
23 A5 depicts?  
24 A. A5 is a colorized version of our site plan.  
25 It also superimposes our landscaping on the plan. So

Page 26

1 basically it's when the project is completed a bird's  
2 eye view of what the proposal will look like.  
3 MR. KATES: What date is on that drawing?  
4 THE WITNESS: The date is dated 3/9/16.  
5 MR. KATES: No revisions.  
6 THE WITNESS: Revision 2. Just for the  
7 purpose of the presentation, north would be to the right  
8 of the page.  
9 Q. Mr. Bohler, that shows what exists on the  
10 site today and what you are proposing to do in the  
11 future?  
12 A. Yes.  
13 Q. Are there any changes being done to the  
14 building?  
15 A. Other than the small bump out, which  
16 encompasses 189 square feet and the facade change,  
17 change, no.  
18 Q. Everything else is what is there today and is  
19 just being cleaned up, fixed up and being made more  
20 current, correct?  
21 A. Correct we are addressing ADA compliance, we  
22 are repaving area that needed paving, we are putting  
23 curbing, fencing along the back property line,  
24 landscaping and stuff like that.  
25 Q. Now, when you originally did this site plan,

Page 27

1 did you have any Leyland cypress trees being planted in  
2 the rear of the property in the neighbor's property when  
3 it was originally proposed?  
4 A. We did not. We maintained the original  
5 vegetation that was in there.  
6 Q. When you originally did this, did you have  
7 the curb running across this property and the rear of  
8 120 Sylvan to stop the water flow affecting the  
9 neighbors?  
10 A. We did not.  
11 Q. Did you have a street scape in the front of  
12 the property to enhance the quality and the visual  
13 effect on 9W/Sylvan Avenue for anyone coming into the  
14 borough?  
15 A. We have a small version of that, but we  
16 basically tripled that landscape that was out there and  
17 enhanced the property.  
18 Q. When you went to the area of this property,  
19 did you notice that many of the catch basins, et cetera,  
20 on this property were clogged, blocked, broken?  
21 A. Yes.  
22 Q. Now, as part of your design, did you  
23 incorporate all of that into these plans?  
24 A. Yes. We will be correcting those problems.  
25 We will be cleaning up out the pipes to make sure they

Page 28

1 are functioning.  
2 Q. Did Brad Thompson of your office at my  
3 instruction meet with the property owners to the rear of  
4 the property to address their concerns?  
5 A. Yes.  
6 Q. And we came back with a consensus to meet  
7 what was needed in order to address their concerns of  
8 what has been happening in the past from this property  
9 and other properties; is that correct?  
10 A. Correct.  
11 Q. Did you go back and change your plans to  
12 address all of that so that this existing nonconforming  
13 use can be more pleasing to the neighbors and be more in  
14 conformance with existing zoning ordinances?  
15 A. Yes.  
16 Q. Are you familiar with the history of this  
17 property?  
18 A. Yes.  
19 Q. And you are familiar with this building. You  
20 have been in this building?  
21 A. Yes.  
22 Q. This building was built for what purpose?  
23 A. Car dealership.  
24 Q. It cannot be easily changed from a car  
25 dealership to some other use, can it?

Page 29

1 A. Not to my knowledge. Unfortunately, I'm a  
2 civil engineer.  
3 Q. We have the architect here.  
4 MR. SCHEPISI: I have no further questions of  
5 this witness at this point. I will now proceed with Mr  
6 Berardo. I am going to bring him back. He will go  
7 through the whole site plan. I just wanted you to have  
8 a feel for what we are doing.  
9 Anybody have questions? Is it okay if I proceed?  
10 At this time I would like to call Mr. Joe  
11 Berardo.  
12 JOSEPH BERARDO, after having been  
13 duly sworn, was examined and testified as follows:  
14 MR. KATES: Spell your last name for me,  
15 please?  
16 THE WITNESS: B-e-r-a-r-d-o.  
17 MR. KATES: And your address or business  
18 address?  
19 THE WITNESS: 120 Sylvan Avenue.  
20 MR. KATES: Your witness.  
21 Q. Mr. Berardo, do you own property throughout  
22 Bergen County?  
23 A. Yes, I do.  
24 Q. And you own it in different partnerships and  
25 LLC's?

8 (Pages 26 - 29)

Page 30

1 A. That's correct.  
2 Q. Approximately how many square feet of space  
3 do you have under your control?  
4 A. Around a million square feet.  
5 Q. And do you have a tendency on your spaces  
6 that you always keep a "for rent" sign on your buildings  
7 to make sure that if you need a space, even though your  
8 building is fully rented, you will make sure it is  
9 there.  
10 A. That's correct.  
11 Q. Do you have "for sale" signs on your  
12 buildings also that if somebody comes in with the right  
13 offer, everything you have is for sale except for your  
14 family?  
15 A. That's correct.  
16 Q. Let's talk about this property. You now own  
17 100 Sylvan Avenue. What entity owns that property, sir?  
18 A. ITL, Inc.  
19 Q. And who are the principals of ITL, Inc?  
20 A. It's myself and my kids.  
21 Q. It's a family partnership?  
22 A. Yes.  
23 Q. And immediately to the north of this is 120  
24 Sylvan Avenue. Do you have an ownership interest of  
25 that?

Page 31

1 A. Yes, I do.  
2 Q. What entity has that, sir?  
3 A. Alps, LLC.  
4 Q. And Alps, LLC is owned by you and who else?  
5 A. My brother.  
6 Q. And the two properties, both you and your  
7 brother get along very well and have been working  
8 together for years, right?  
9 A. Right.  
10 Q. Now, let's talk about the history of these  
11 two buildings and right now 100 Sylvan. When did you  
12 buy this building?  
13 A. In 2004.  
14 Q. And when you bought it, how long did it take  
15 to negotiate the contract, approximately?  
16 A. Maybe two months, three months.  
17 Q. And when you were negotiating the contract,  
18 did you notice how the property was being used and for  
19 what purpose it was being used?  
20 A. Yes, I know what it was being used for.  
21 Q. What was it being used for?  
22 A. Car dealership.  
23 Q. And Parkway Toyota was operating out of this,  
24 correct?  
25 A. Correct.

Page 32

1 Q. They moved out sometime in 2004 when they  
2 finished their facility?  
3 A. Around 2004.  
4 Q. When they moved out, did you continue to use  
5 this property as a car dealership with Parkway and other  
6 dealerships or what happened to the property?  
7 A. Well, the property, I was in negotiation with  
8 Toyota for the expansion of the building into this  
9 building. We never come up with an agreement. We never  
10 able to come up with an agreement, but they used  
11 partially for parking their cars in the back and the  
12 front of the building.  
13 Q. And in 2002 since you bought the building,  
14 were their other car dealership that you entered into  
15 leases for the property?  
16 A. Yes. We are dealing with Volkswagon, Nissan,  
17 Honda. They also have parking in the back.  
18 Q. And they were parking and storing new cars?  
19 A. That's correct.  
20 Q. This property had until when, sir, what  
21 purpose with all these dealerships on this property?  
22 A. Until the end of February.  
23 Q. Did something happen at the end of February  
24 to stop these dealerships from paying you rent and  
25 staying on your property?

Page 33

1 A. Apparently the building inspector serve  
2 papers to the tenants, not to me but to the tenants,  
3 that they have to move out of the property.  
4 Q. And the tenants, rather than fighting that  
5 direction, moved out?  
6 A. Correct.  
7 Q. But one tenant did not move out?  
8 A. Toyota.  
9 Q. And Toyota is still there as of today?  
10 A. Correct.  
11 Q. Your attorneys have been instructed -- and  
12 I'm not your attorney?  
13 A. Right.  
14 Q. And your attorney has been instructed by you  
15 to fight it going forward; is that correct?  
16 A. Correct.  
17 Q. Because this is an interference with your  
18 existing nonconforming use and your right to rent the  
19 property?  
20 A. That's correct.  
21 Q. Has there been any time that you intended to  
22 abandon this use of the property as a car dealership?  
23 A. No. I never thought of abandoning the use of  
24 the car -- the use of the car dealership.  
25 Q. Has this property ever been used for any

Page 34

1 other purpose, but a car dealership and the storage and  
2 parking of new and used cars?  
3 A. No.  
4 MR. SCHEPISI: No further questions of this  
5 witness.  
6 MS. EASTWOOD: Mr. Berardo, who is Marketing  
7 Information Systems?  
8 THE WITNESS: Who is?  
9 MS. EASTWOOD: Marketing Information Systems.  
10 THE WITNESS: It used to be a tenant of ours  
11 at one point. I don't remember many years ago, but they  
12 used to be a tenant of ours.  
13 MS. EASTWOOD: Did they sell cars?  
14 THE WITNESS: I don't think so. I don't  
15 know.  
16 MS. EASTWOOD: Did they occupy the building  
17 after Parkway Toyota left.  
18 THE WITNESS: Honestly, I don't remember.  
19 MR. SCHEPISI: I have nothing further.  
20 MS. EASTWOOD: What is stored in the lower  
21 level right now?  
22 THE WITNESS: Mostly furniture from different  
23 buildings that we have.  
24 MS. EASTWOOD: And there were no cars there.  
25 THE WITNESS: Today as we talk, no, but there

Page 35

1 were there until the end of February.  
2 MS. EASTWOOD: I was one of the people that  
3 was on the site visit. The lifts that used to be there  
4 to service cars, are they there?  
5 THE WITNESS: They are not there.  
6 MS. EASTWOOD: Is there any running water in  
7 the building?  
8 THE WITNESS: Running water, no.  
9 MS. EASTWOOD: Is there any electricity  
10 running in the building?  
11 THE WITNESS: No, we discontinued it.  
12 MS. EASTWOOD: Is the fire suspension system  
13 working in the building?  
14 THE WITNESS: No.  
15 MR. KILMARTIN: Can I ask you a question?  
16 When you bought it in 2004, you bought the building,  
17 what business was operating in 2004 when you bought it?  
18 THE WITNESS: Car dealership.  
19 MR. KILMARTIN: What was a name of car  
20 dealership?  
21 THE WITNESS: Toyota.  
22 MR. KILMARTIN: Did that dealership then move  
23 to 120?  
24 THE WITNESS: No, they moved to...  
25 MR. KILMARTIN: They moved to the building to

Page 36

1 the south?  
2 MS. SCANCARELLA: 50 Sylvan.  
3 MR. KILMARTIN: So they moved out and when  
4 went in their after Toyota went out?  
5 MR. SCHEPISI: Let's establish this the right  
6 way.  
7 Q. Did Parkway Toyota ever move out totally from  
8 the building?  
9 A. No.  
10 MR. SCHEPISI: That's the answer to your  
11 question.  
12 MR. KILMARTIN: So Parkway Toyota moved to  
13 another location, your location remained. When Parkway  
14 was actively selling vehicles there was there a sign on  
15 the building that said Toyota, Parkway or anything like  
16 that?  
17 THE WITNESS: I think there was a sign there.  
18 It was a Toyota sign there.  
19 MR. SCHEPISI: I believe it was still there  
20 now.  
21 MR. KILMARTIN: Is there sign that says  
22 "Toyota"?  
23 THE WITNESS: I don't think so. There may be  
24 imprints for the old sign, but I don't think there is a  
25 physical sign.

Page 37

1 MR. KILMARTIN: Do you remember when the sign  
2 came down?  
3 THE WITNESS: I don't remember.  
4 MR. KILMARTIN: Has anybody been selling cars  
5 from that location?  
6 THE WITNESS: I'm sure. They have used it to  
7 show cars to different clients, but there has been no  
8 real activity in the office or sales office inside the  
9 building.  
10 MR. KILMARTIN: Since they moved out.  
11 THE WITNESS: Not -- since they moved out, I  
12 am not sure.  
13 MR. KILMARTIN: You don't seem too sure. So  
14 when Parkway Toyota moved to another location, what  
15 usage did they continue with at your location?  
16 THE WITNESS: They were parking cars there.  
17 MR. KILMARTIN: They didn't have salesmen on  
18 the premises?  
19 THE WITNESS: I don't think.  
20 MR. KILMARTIN: That's what I'm trying to  
21 ascertain.  
22 MR. HIPOLIT: Just for reference, I was there  
23 today on the premises and I took pictures of it. There  
24 were no signs on the property.  
25 MR. KILMARTIN: And you don't know when the

Page 38

1 signs came down?  
2 THE WITNESS: I don't remember.  
3 MR. KILMARTIN: Who did you enter into an  
4 agreement with for parking vehicles?  
5 THE WITNESS: With Toyota, with Volkswagon,  
6 with Nissan and for a group run by Don Giordano.  
7 MR. KILMARTIN: Were these written leases?  
8 THE WITNESS: Yes.  
9 MR. SCHEPISI: Do you have the leases in your  
10 office?  
11 THE WITNESS: It's possible.  
12 Q. Did you e-mail me today the rent roll for the  
13 building?  
14 THE WITNESS: Yes, I did.  
15 MR. SCHEPISI: Give me the rent roll, Danny.  
16 I show you what we are going to mark as Applicant's A6.  
17 (Applicant's Exhibit A6 marked for  
18 identification.)  
19 (Applicant's Exhibit A7 marked for  
20 identification.)  
21 Q. Can you identify that document?  
22 A. Yes. It's our ledger statement of the  
23 rental.  
24 Q. And I show you applicant's Exhibit A7. Can  
25 you identify that document, sir?

Page 39

1 A. It's again the rental statement from the  
2 tenant.  
3 Q. Now, looking at Applicant's Exhibit A6,  
4 Applicant's Exhibit A6 starts, and I notice that it has  
5 several columns; type, date, number, memo, amount. Can  
6 you please describe what those columns mean, sir?  
7 A. This usually means...  
8 Q. Not usually. What does it mean there, sir?  
9 A. It means that it's the date, the type of  
10 service, deposit. And that's the amount which is  
11 \$1,500.  
12 Q. And it starts every month from January 6,  
13 2004; is that correct, sir?  
14 A. Yes, it's correct.  
15 Q. And it is running through March 4, 2016; is  
16 that correct, sir?  
17 A. That's correct.  
18 Q. And that was the monthly rent that is paid by  
19 Parkway Toyota and is still being paid by Parkway Toyota  
20 to use that building as part of its car dealership?  
21 A. That's correct.  
22 MR. SCHEPISI: And I show you Applicant's  
23 Exhibit A7. Can you please tell us, that is a different  
24 format, and it says on top "Rental Payments"; isn't that  
25 correct?

Page 40

1 A. Yes.  
2 Q. Follow me for a moment. That one does not  
3 say Parkway Toyota, it says what, sir?  
4 A. East Coast Automobile Group.  
5 Q. And what is East Coast Automobile Group?  
6 A. It's the Giordano group, the Volkswagon and  
7 the Nissan and Honda.  
8 Q. The first rental payment there was in 2010?  
9 A. That's correct.  
10 Q. And that continued through February of this  
11 year?  
12 A. That's correct.  
13 Q. And the rental went up from \$1645.16 to \$4500  
14 a month?  
15 A. That's correct.  
16 Q. And there is another car dealership with it,  
17 Englewood Cadillac. And they were paying rent for you  
18 and using that as a car dealership for the storage of  
19 Cadillacs on the property?  
20 A. That's correct.  
21 Q. And they were paying rent on that property?  
22 A. That's correct.  
23 Q. Have you ever stated an intent to not  
24 continue to use this property as a car dealership?  
25 A. No.

Page 41

1 Q. Have you always used the property as a car  
2 dealership?  
3 A. That's correct.  
4 MR. VILLARI: I have some questions.  
5 Mr. Berardo, you gave testimony a few minutes ago  
6 about the removal of lifts from the property. Can you  
7 tell us how many lifts there had been on the property?  
8 THE WITNESS: I really don't know how many.  
9 Q. Were they removed by the time you bought it?  
10 Were they the personal property of --  
11 A. Yeah.  
12 MR. VILLARI: That's where I was about to  
13 get.  
14 Do you know how many lifts were removed?  
15 THE WITNESS: They were removed before I took  
16 over the property or sometime after I bought the  
17 property.  
18 MR. VILLARI: I'm a little confused. I  
19 thought you said you brought the property in 2002.  
20 THE WITNESS: Four.  
21 MR. VILLARI: So your testimony is the lifts  
22 had been removed prior to your purchase of the property?  
23 THE WITNESS: No, I never said that.  
24 MR. VILLARI: I thought you said that.  
25 THE WITNESS: No, I don't remember the date

Page 42

1 they were removed.  
2 MR. VILLARI: Were they removed before you,  
3 bought the property or after you bought the property?  
4 THE WITNESS: I don't remember, but I think  
5 after.  
6 MR. VILLARI: So they were removed after you  
7 bought the property, so you had them removed.  
8 THE WITNESS: I didn't have them removed.  
9 MR. VILLARI: Who removed them?  
10 THE WITNESS: Toyota.  
11 MR. VILLARI: So they moved the lifts from  
12 your property to the adjoining property?  
13 THE WITNESS: Correct.  
14 MR. VILLARI: And that was done with your  
15 consent?  
16 THE WITNESS: That's right.  
17 MR. PORRINO: Mr. Berardo, if I may? The  
18 property that is now the location for the Toyota  
19 dealership, what is that address? Do you know offhand?  
20 THE WITNESS: My property, 100 Sylvan Avenue.  
21 MR. PORRINO: And the present the Toyota  
22 dealership?  
23 THE WITNESS: I think it's 90.  
24 MS. O'SHEA: Fifty.  
25 MR. PORRINO: Do you have an ownership

Page 43

1 interest in either 50 Sylvan Avenue the current location  
2 of the Toyota dealership?  
3 THE WITNESS: No.  
4 MR. PORRINO: And do you have an ownership in  
5 the Toyota dealership itself, in terms of the business?  
6 THE WITNESS: No.  
7 MR. PORRINO: And they are owned, in other  
8 words, 50 Sylvan is owned by an entity that you have  
9 nothing to do with?  
10 THE WITNESS: Correct.  
11 MR. PORRINO: I have a question for you, you  
12 made a statement, correct me if I am wrong, that you  
13 never intended, you did nothing to contribute or suggest  
14 that you wanted to abandon that use?  
15 MR. SCHEPISI: I don't believe that was part  
16 of the testimony. That's your testimony, your words.  
17 MR. PORRINO: You can maybe read it back. My  
18 recollection is he said he never thought about  
19 abandoning the use.  
20 MS. McMORROW: He said he never intended to  
21 abandon the use.  
22 MR. PORRINO: I never thought about  
23 abandoning the use; is that your recollection?  
24 MR. SCHEPISI: I think he said he never  
25 intended to abandon the use. Not thought about,

Page 44

1 intended.  
2 MR. PORRINO: My thought is this: I have a  
3 recollection that there was no application made for this  
4 property. So it was not for a car dealership or for the  
5 storage of vehicles or anything close to that. It was  
6 for a health club. So to me that speaks a little  
7 differently about intent. It was the intent to abandon,  
8 even if that action was not carried through. It shows  
9 some part of the owner, some action by the owner as an  
10 intent to vacate, even though it was not completed.  
11 Q. Mr. Berardo, did you make application for the  
12 health club on the property or did a prospective tenant  
13 make that application?  
14 A. A prospective tenant.  
15 Q. And did that tenant withdraw that application  
16 before any decision was made on that?  
17 A. That's correct.  
18 Q. Did you ever intend to abandon the automobile  
19 dealership at those premises and the use of those  
20 premises as an automobile dealership if the tenant did  
21 not take over the building and did not go forward?  
22 A. There was no reason for me to do so.  
23 Q. And you never intended to do so; is that  
24 correct?  
25 A. Correct.

Page 45

1 MR. PORRINO: What interactions, presently,  
2 in let's say the last seven years, what else besides the  
3 storage of new vehicles has been done at that property?  
4 Has there been either the sales of new or used vehicles?  
5 THE WITNESS: An office opening or what?  
6 MR. PORRINO: No, I'm talking about the one  
7 that is open. You already stated there has been no  
8 sales or repairs.  
9 THE WITNESS: Been no sales?  
10 MR. SCHEPISI: Listen to his question. He is  
11 asking, do you know that that were no sales made of cars  
12 from any of the dealerships that brought people to look  
13 at the cars and then sold those cars; yes or no?  
14 MR. PORRINO: If I may, I am asking your  
15 client the question, if you can please not testify.  
16 MR. SCHEPISI: I'm not. I'm asking him a  
17 question, Mr. Porrino.  
18 MR. PORRINO: My question is, again, if the  
19 car dealership at 50 Sylvan is selling cars and those  
20 people sitting at 50 Sylvan Avenue, and if they were  
21 potentially storing cars on your property, that's  
22 different then if they have people sitting in a showroom  
23 selling cars there.  
24 MR. SCHEPISI: I will stipulate to that.  
25 MR. PORRINO: We are dealing with a

Page 46

1 prospective abandoned use. It's my perspective that you  
2 look at the entire picture. And what component are  
3 there for -- Mr. Schepisi, please don't shake your  
4 head -- what are the components for a new car sales  
5 dealership? It's sales, service, repair, showroom, and  
6 storage of cars. So you've got one of many components  
7 that I proffer are parts of a car dealership, a new car  
8 dealership. So I will leave my question at that. I'm  
9 finished.

10 MS. EASTWOOD: The fitness club, was that  
11 Equinox?

12 THE WITNESS: Yes.

13 MS. EASTWOOD: Was Equinox going to lease the  
14 entire building or part of the building?

15 THE WITNESS: Partial, part of the building.

16 MS. EASTWOOD: And what was the remainder of  
17 the building going to be used for?

18 THE WITNESS: We didn't have any definitive  
19 scope at the time, although we tried many different ways  
20 to do it, but we didn't have any definitely.

21 MS. EASTWOOD: You testified that dealers  
22 have been bringing customers to this building?

23 THE WITNESS: I have seen dealers, I am not  
24 there checking who they bring in or who they not bring  
25 in. I have seen them with people to show them cars,

Page 47

1 yes, that I have done.

2 MS. EASTWOOD: I was in this building on  
3 Monday. It's in horrible condition.

4 THE WITNESS: Yes, it is.

5 MS. EASTWOOD: Your testimony is that dealers  
6 have been bringing customers to this building in that  
7 condition, with no fire suppression system, no  
8 electricity, no climate control as far as I could tell  
9 and no water, and they have been showing people around  
10 that building?

11 THE WITNESS: I think you are assuming things  
12 right now. I'm sorry. But if the dealership have a  
13 special car, they don't have it in their parking lot,  
14 and they have it in our parking lot, I'm sure they took  
15 the drivers, let me show you the car, like it's on our  
16 site, they took the customers to show cars. It outside.  
17 I stated that there is no sales office in the building.

18 MS. EASTWOOD: But you are testifying they  
19 were bringing customers into this place?

20 MR. SCHEPISI: He is not saying into the  
21 place. He said to the property, not into the building,  
22 to the property.

23 THE WITNESS: The cars, 90 percent of the  
24 cars are parked on the outside, not on the inside. Most  
25 of the cars are parked on the outside not on the inside.

Page 48

1 MS. O'SHEA: Do you have a certificate of  
2 occupancy to use this building in any shape or form?

3 THE WITNESS: I think so. The original CO  
4 was never abandoned.

5 MS. O'SHEA: The original certificate of  
6 occupancy would have been to Toyota prior to their move.

7 THE WITNESS: And Toyota stayed in the  
8 building even after they moved. Continuously, they  
9 never abandoned the space.

10 MS. O'SHEA: But there is no certificate of  
11 occupancy for you to use this building.

12 MR. SCHEPISI: Can I ask a question? You  
13 state that Ms. O'Shea, but based upon what? There is a  
14 certificate of occupancy that has never been revoked  
15 with this property. It ran with Parkway Toyota and it  
16 also runs with the property and Mr. Berardo states that  
17 it was never revoked.

18 MS. O'SHEA: I didn't say "revoked." I  
19 didn't say revoked. I am saying there was no  
20 certificate of occupancy granted to Mr. Berardo for his  
21 use of the building.

22 MR. SCHEPISI: Because it runs with the  
23 property, the certificate of occupancy runs with the  
24 property, not with the individual.

25 MS. O'SHEA: It runs with the property, but

Page 49

1 it runs with the use of the property. If you have a  
2 house that you renovate, you have to get a continued  
3 certificate of occupancy --

4 MR. SCHEPISI: For the house, not for me,  
5 John Schepisi.

6 MS. O'SHEA: Every time a tenant moves out of  
7 a commercial space, they have to get a continued  
8 certificate of occupancy to approve or to just get that  
9 use that they are using. The building is still a  
10 permitted use.

11 MR. SCHEPISI: But the tenant never moved out  
12 of the space. Parkway Toyota is there today.

13 MS. EASTWOOD: But he testified that --

14 MS. O'SHEA: But he is not in the building.  
15 He is not in the building. Now, recently Englewood  
16 Cadillac had cars parked behind the bicycle club. Does  
17 that make the bicycle club a car dealership?

18 MR. SCHEPISI: No, because it never was.

19 MS. O'SHEA: Does it make the assembly of  
20 whatever --

21 MR. SCHEPISI: No, because it never was.

22 MS. O'SHEA: What about the Mobile gas  
23 station when it was --

24 MR. SCHEPISI: I don't know. I think it was  
25 a car dealership at one time before you and I were born.

Page 50

1 MS. O'SHEA: I don't think there were cars  
2 then.  
3 MR. SCHEPISI: No, there were.  
4 MS. O'SHEA: But a parking lot does not make  
5 a car dealership. And borough ordinances prohibit cars  
6 to be stored on property that is not the actual  
7 dealership.  
8 MR. SCHEPISI: Not if the use predated your  
9 ordinance, that part of your ordinance only went into  
10 effect the past eight or ten years.  
11 MS. O'SHEA: I don't know what they have.  
12 MR. SCHEPISI: What we have is for the  
13 property, not for just the building, the property. It's  
14 been used as an ancillary use or as a direct use as a  
15 car dealership. That use has never been abandoned, that  
16 use was never intended to be abandoned. And the  
17 applicant has stated it has not been abandoned.  
18 And the other question is: Why are you so bent  
19 on not having this place cleaned up? There are  
20 neighbors who want to have this property cleaned up.  
21 Do you want to have it sit there another twenty years in  
22 the condition it is in?  
23 MS. O'SHEA: The master plan calls that that  
24 should be used as an office space.  
25 MR. SCHEPISI: We are flooded with office

Page 51

1 space.  
2 MS. O'SHEA: Excuse me, if we as the planning  
3 board are supposed to follow the tenets of the master  
4 plan for the town, which our planner had laid out for  
5 what Englewood Cliffs is supposed to be, that section of  
6 Englewood Cliffs is supposed to be office buildings.  
7 MR. SCHEPISI: But you are not supposed to  
8 take uses that are there and say that they cannot  
9 continue. And also, are you aware of how many square  
10 feet of office is available in Englewood Cliffs, that  
11 there is a more than 20 percent vacancy factor?  
12 MS. O'SHEA: They might have signs up like  
13 Mr. Berardo.  
14 MR. SCHEPISI: No. No. Actually, do you  
15 want to go look at the building right across the street?  
16 They have 14,000 square feet. How much is vacant?  
17 Seven thousand.  
18 MS. EASTWOOD: Mr. Chairman, are you going to  
19 quality him as an expert in real estate?  
20 MR. KATES: Can I, folks, if I may?  
21 On the point that you made, that the lifts have  
22 been removed. Had you purchased the property from  
23 Toyota?  
24 THE WITNESS: No, I purchased the property  
25 from Kanter (phonetic).

Page 52

1 MR. KATES: In the purchase from Kanter, was  
2 there a clause that told you part of deal was that  
3 Toyota would take the lifts or is that something that  
4 you did on your own?  
5 THE WITNESS: I did not know. They were not  
6 relevant. This were the lifts of Toyota, so I don't  
7 know.  
8 MR. KATES: So in your mind, it was personal  
9 property. It was theirs. It didn't come with the land.  
10 THE WITNESS: That's correct.  
11 MR. KATES: And it didn't interfere with your  
12 intention to find another dealership.  
13 THE WITNESS: That's correct.  
14 MR. KATES: Because you didn't own those  
15 lifts.  
16 THE WITNESS: That's correct.  
17 MS. EASTWOOD: Did you obtain a certificate  
18 of occupancy when you leased the property to Nissan?  
19 THE WITNESS: I'm not sure.  
20 MS. EASTWOOD: Do you know whether the  
21 Borough of Englewood Cliffs issues certificate of  
22 occupancy to buildings with no water, no electricity, no  
23 fire suppression system and no heat?  
24 THE WITNESS: As I stated before, the  
25 parking, 95 percent of the cars were parked on the

Page 53

1 outside, not on the inside. So they didn't need  
2 anything on the inside. We discontinued because we  
3 tried for the last twelve years. I have given my very  
4 best effort to try to re-lease and re-rent the property.  
5 It's not been an easy task. It's not been an easy task.  
6 You saw the condition of the building today. At  
7 the beginning when kids were breaking glasses, we go  
8 there and repair the glasses. We were making all the  
9 repairs, but then exacerbation, we says okay, if we fix  
10 the glasses and the next day they are broken, well, we  
11 are better off boarding the place up.  
12 I think that I don't have to talk them about  
13 anything. You know the building where it is, many times  
14 through the year, and the picture can say a thousand  
15 words. You know the condition of the building today.  
16 You see the condition of what we want to bring in here.  
17 This is an opportunity for the city, it's an opportunity  
18 for everybody. It's an opportunity for jobs.  
19 I really cannot see why you want to even consider  
20 anything else but me making use of the building the way  
21 I bought it, which had a dealership. That building  
22 cannot be used for anything else but a car dealership.  
23 MS. O'SHEA: Mr. Berardo, you actually bought  
24 the building as Toyota moved out. Toyota had already  
25 begun to build the building next door. You bought a

Page 54

1 building that was vacated.  
2 MR. SCHEPISI: You have two questions. Now  
3 one is correct and one is not. You are saying did you  
4 buy the building when Toyota had gotten its approval or  
5 did you buy it before Toyota got its approval?  
6 Q. Do you recall?  
7 A. That I don't know.  
8 Q. Was Toyota still in the building when you  
9 bought it?  
10 A. Yes, it was a Toyota.  
11 MS. O'SHEA: And a showroom and the cars, the  
12 new cars were still in the building?  
13 THE WITNESS: They were still in the  
14 building.  
15 MS. O'SHEA: In 2004?  
16 THE WITNESS: In 2004 for a period of few  
17 months, but I don't remember exactly when it was.  
18 MS. O'SHEA: What month did you buy the  
19 building?  
20 THE WITNESS: I think it was June 2004.  
21 MS. O'SHEA: I believe that Toyota was  
22 already out of the building then.  
23 THE WITNESS: I am not really sure.  
24 MS. O'SHEA: Would you pass this to  
25 Mr. Kates?

Page 55

1 MR. SCHEPISI: Somebody has done a lot of  
2 home work.  
3 MS. O'SHEA: I have done a lot of homework,  
4 yes. Because I want to do a good job.  
5 MR. SCHEPISI: How about these poor people in  
6 the back?  
7 MS. O'SHEA: They are here to see the show.  
8 CHAIRMAN FEHRE: We are going to open up the  
9 meeting pretty soon.  
10 MS. O'SHEA: It's multiple copies, Mr. Kates.  
11 MR. KATES: You didn't want this one?  
12 MS. O'SHEA: That is not mine, that one  
13 shouldn't have went.  
14 MR. KATES: This is multiple copies of the  
15 same document?  
16 MS. O'SHEA: Yes. Certificate of occupancy.  
17 I have one in my hand.  
18 MR. SCHEPISI: Mike, is that one that says  
19 7/28/04?  
20 MR. KATES: Yes.  
21 MR. SCHEPISI: The one that you have?  
22 And what is this Exhibit number?  
23 MR. KATES: Let's call it BD1 as a board  
24 exhibit.  
25 (Board's Exhibit BD1 marked for

Page 56

1 identification.)  
2 CHAIRMAN FEHRE: Ms. O'Shea, can you clarify  
3 again the point that you are trying to make with this?  
4 MS. O'SHEA: The point I was trying to make  
5 is when Toyota received their certificate of occupancy  
6 for their new building at 50 Sylvan Avenue in 2004.  
7 MR. SCHEPISI: But they were still in our  
8 building, the subject building, 100, after they got  
9 their CO for the new building.  
10 MS. O'SHEA: But I am saying they got the --  
11 it was issued in 2003 --  
12 MR. SCHEPISI: No. No. No. It wasn't  
13 issued.  
14 MS. O'SHEA: That's the date of issue.  
15 MR. SCHEPISI: That's the date of the  
16 building permit.  
17 MS. O'SHEA: That's when they started to  
18 build.  
19 MR. SCHEPISI: Right.  
20 MS. O'SHEA: And the certificate of occupancy  
21 is July 28, '04.  
22 MR. SCHEPISI: That doesn't mean -- they  
23 still weren't occupying their building as Mr. Berardo  
24 has testified to.  
25 MS. O'SHEA: I felt that this meant that they

Page 57

1 were in their new building.  
2 MR. SCHEPISI: They had CO for the new  
3 building.  
4 MS. O'SHEA: Correct.  
5 MR. SCHEPISI: But they were still occupying  
6 the old building. You don't move a car dealership in  
7 one night. It's not like moving a house. It probably  
8 took them six to eight months to move everything over.  
9 MR. KILMARTIN: Mr. Berardo, when you bought  
10 the building, did you know that Parkway Toyota was  
11 moving out?  
12 THE WITNESS: Yes.  
13 MR. KILMARTIN: And what was your intention,  
14 knowing that Parkway Toyota was moving their principal  
15 showrooms out, what was your intention?  
16 THE WITNESS: If you remember, those years  
17 were critical years for the car industry. I thought I  
18 was going to put a dealership with high-end cars or  
19 European cars or some other car dealership. So I  
20 pursued that. In fact, we have here a sequence of  
21 letters that I wrote to the chairman of the Fiat Group  
22 in 2008 inviting him to come to North America and to  
23 open a dealership in close important avenue minutes away  
24 from the City of New York.  
25 Q. And have those conversations were with a Fiat

Page 58

1 dealership, you said, sir?  
2 A. Yes.  
3 Q. Have those conversations continued since 2007  
4 with Fiat?  
5 A. That's correct. I have letters for that.  
6 Q. And until today the tenant that is coming  
7 into your building is FGA; isn't that correct?  
8 A. That's correct.  
9 Q. And that's the Fiat Group that owns Chrysler;  
10 isn't that correct?  
11 A. That's correct.  
12 Q. And that has always been part of your  
13 negotiation that you have had since you have first  
14 bought the building; isn't that correct?  
15 MR. KILMARTIN: Mr. Schepisi, could you  
16 possibly lead the witness a little less?  
17 THE WITNESS: But those are the facts. I  
18 have a copy of the e-mails I wrote, the letters I wrote  
19 inviting them to move into the building.  
20 MR. KATES: When did it become a serious  
21 negotiation?  
22 THE WITNESS: I think about a year ago, close  
23 to a year ago.  
24 MR. KATES: And prior to that, with this  
25 effort being made by you, did you seek other

Page 59

1 dealerships?  
2 THE WITNESS: Yes.  
3 MR. KATES: And how did you do that?  
4 THE WITNESS: Through brokers, myself through  
5 different avenues, people that I know, connections that  
6 I have.  
7 MR. KATES: Can you give us a little more  
8 information on what efforts were made, perhaps which  
9 dealerships were contacted?  
10 THE WITNESS: Naturally, I contacted East  
11 Coast Motor Vehicle, their home office, Brandon  
12 Giordano. I contacted a few other dealerships. I  
13 contacted Mercedes people. I contacted all different  
14 kinds of people.  
15 MR. KATES: Did you do it personally or did  
16 you have a broker doing it for you?  
17 THE WITNESS: Mostly the broker, some of it I  
18 do myself.  
19 MR. KATES: Can you identify the brokers that  
20 you used?  
21 THE WITNESS: I used Mark Leyman, I used CB  
22 Richard Ellis, I used Cushman and Wakefield, all the  
23 larger brokers.  
24 MR. KATES: And in all of these efforts, you  
25 were looking for a car dealership?

Page 60

1 THE WITNESS: That's correct.  
2 MR. KATES: Those were their instructions,  
3 find me a car dealership?  
4 THE WITNESS: That's correct.  
5 It was the rental of the office. Naturally, the  
6 use of the building was car dealership. That building  
7 cannot be anything else. Believe me, I have tried many  
8 different ways. That building was made for a car  
9 dealership and it cannot be anything else but car  
10 dealership.  
11 MR. KATES: And the leases for those car  
12 dealership that were storing new vehicles on the lot,  
13 were they short term so if a commitment were made to a  
14 new dealership, you could remove those?  
15 THE WITNESS: That's correct.  
16 MR. KATES: What were the terms of those?  
17 THE WITNESS: They are on a month-to-month  
18 basis. But as you can see from Toyota, it started  
19 April 2004 and still today they are still parked in  
20 there.  
21 MR. KATES: But you can remove them at any  
22 time on thirty-days' notice?  
23 THE WITNESS: That's correct.  
24 CHAIRMAN FEHRE: Did you ever consider  
25 removing the building and starting with something

Page 61

1 different?  
2 THE WITNESS: It would be physically  
3 impossible, unless you have Apple telephones or somebody  
4 that has an image, to create an image on an important  
5 avenue like Sylvan Avenue, but otherwise it would be too  
6 costly. It would be financially impossible to do it.  
7 At least from my end. There is always somebody. Maybe  
8 if Trump comes here, he can do it.  
9 MS. EASTWOOD: How did you get the Equinox  
10 fitness center? Did a broker bring them to you?  
11 THE WITNESS: Yes.  
12 MS. EASTWOOD: So they were showing it to  
13 tenants other than dealers.  
14 THE WITNESS: That's correct. But they have  
15 different issues. The issues for them would be the  
16 parking. They looking for five parking or six parking  
17 per thousand. We didn't have it.  
18 Q. Mr. Berardo, let me ask you this question:  
19 While you have been showing this building for other  
20 uses, you have been paying taxes on this property for  
21 how many years?  
22 A. The last 12 years.  
23 Q. And the taxes are how much a year?  
24 A. One seventy thousand dollars.  
25 Q. And you have been looking for other uses for

1 the building besides your car dealership; isn't that  
 2 correct.  
 3 A. That's correct.  
 4 Q. And you have also been looking for car  
 5 dealerships?  
 6 A. Because that is the use of the building.  
 7 Q. Did you ever intend or ever state to anyone  
 8 that it's your intent to abandon the right that you have  
 9 to use this property as a car dealership?  
 10 A. No.  
 11 MR. SCHEPISI: I have nothing further of this  
 12 witness.  
 13 CHAIRMAN FEHRE: Okay. Any other questions  
 14 from the board of this witness?  
 15 MR. PORRINO: I have some comments to make  
 16 once we are done with the witness. It's not for the  
 17 witness, though.  
 18 CHAIRMAN FEHRE: What I would like to do is  
 19 open it up to the public. It's 10:00 already.  
 20 MS. EASTWOOD: So moved.  
 21 CHAIRMAN FEHRE: She made the motion.  
 22 MR. KILMARTIN: Second. I will second it.  
 23 CHAIRMAN FEHRE: All in favor.  
 24 ALL BOARD MEMBERS: Aye.  
 25 CHAIRMAN FEHRE: Is there anybody who would

1 like to be heard on this to question the witness?  
 2 MS. GEIGER: This is for questions, not  
 3 comments?  
 4 CHAIRMAN FEHRE: Correct.  
 5 MS. GEIGER: Carin Geiger, 270 Alfred Street.  
 6 And I'm representing concerned residents of Englewood  
 7 Cliffs.  
 8 MR. SCHEPISI: Excuse me. Are you an  
 9 attorney?  
 10 MS. GEIGER: No.  
 11 MR. SCHEPISI: Then how can you be  
 12 representing somebody?  
 13 MS. GEIGER: I'm representing a residents'  
 14 association which I am a head of. Thank you.  
 15 MR. SCHEPISI: Who are the members, ma'am?  
 16 MS. GEIGER: I don't have to give you all of  
 17 the members.  
 18 MR. SCHEPISI: Mr. Chairman, can I please  
 19 know who this woman is speaking for because in New  
 20 Jersey you can't represent an association unless you are  
 21 licensed to practice law, unless she has an  
 22 authorization from them by way of power of attorney.  
 23 Anybody can stand up at any meeting and say I represent  
 24 this association. And it's an association of a husband  
 25 and a wife. So I press the question.

1 MS. GEIGER: Can I rephrase that, I'm a  
 2 representative of our concerned residents of Englewood  
 3 Cliffs organization.  
 4 MR. SCHEPISI: I would accept you as being --  
 5 you being a concerned resident.  
 6 MS. GEIGER: I am not speaking just for  
 7 myself. I am speaking for our entire steering committee  
 8 and for our membership.  
 9 MR. KATES: By doing that, you have to  
 10 identify who they are.  
 11 MS. GEIGER: Who they are? I have some  
 12 people in the room with me.  
 13 MR. KATES: Who are the people on your  
 14 roster?  
 15 MS. GEIGER: On my roster I've got between  
 16 fifty and a hundred people. I can't give you their  
 17 names.  
 18 MR. SCHEPISI: So you will give that list to  
 19 Mr. Schepisi.  
 20 MS. GEIGER: I don't know whether they want  
 21 to disclose their names.  
 22 MR. PORRINO: Can I make a suggestion? If  
 23 you want to speak on behalf of yourself, you can --  
 24 MS. GEIGER: I will speak on behalf of  
 25 myself.

1 MR. SCHEPISI: I have no objection to that.  
 2 MS. GEIGER: I will speak on behalf of myself  
 3 with the questions I want to raise and et cetera.  
 4 The points that has been made by Ms. Eastwood about  
 5 Equinox. I was in town for a while and I remember that  
 6 location. And it seems to me, as a resident, that if  
 7 you come to a board requesting that Equinox be a  
 8 permitted use on your site, then you are open to  
 9 exploring alternate uses for your site --  
 10 I am not asking you, Mr. Schepisi, I'm addressing  
 11 the planning board --  
 12 MR. SCHEPISI: This is not a question for the  
 13 witness.  
 14 CHAIRMAN FEHRE: No, it really has to be  
 15 directed to the witness.  
 16 MS. GEIGER: Oh, I'm sorry.  
 17 It seems to me, sir, that you are certainly open  
 18 to the opportunity that an alternate use other than a  
 19 car dealership could be on that site, otherwise they  
 20 could not have made a presentation for your property to  
 21 the board.  
 22 THE WITNESS: I don't think you are right. I  
 23 will answer your questions. There is no question about  
 24 me or anybody else were able to rent the space to the  
 25 best offer that comes on the table. It doesn't matter

Page 66

1 who it will be. If you want the rent the building  
2 yourself, pay the rental that this building calls for.  
3 I will rent it to you. I will abandon the use, the  
4 existing use, yes. But I am not going to abandon the  
5 use --  
6 MS. GEIGER: So you would have considered  
7 abandoning the use that you have had you found a  
8 suitable tenant with another use?  
9 THE WITNESS: That's 100 percent correct.  
10 MS. GEIGER: Can you explain to me why in  
11 2005 and 2006 you went to the Borough of Englewood  
12 Cliffs and requested that your tax assessment be reduced  
13 from \$9.6 million to \$5.5 million, which is basically  
14 the value of vacant land, according to our tax assessor.  
15 THE WITNESS: Again, that seems to be an  
16 obvious question. If you have a building that you are  
17 not collecting any rent --  
18 MS. GEIGER: But you are collecting rent.  
19 THE WITNESS: Rent, not even be able to pay  
20 for the taxes.  
21 MR. KATES: He said he was collecting rent  
22 for the land. There were cars being parked on the land.  
23 MS. GEIGER: He also said there were cars  
24 inside.  
25 MS. EASTWOOD: He said at least twice that 95

Page 67

1 percent of the cars were outside. Where are the other  
2 five percent?  
3 MR. KATES: Did you answer that question?  
4 THE WITNESS: Yes, I did. I said there were  
5 some cars inside. I think Mr. Giordano parked his old  
6 cars inside. I don't know how many cars, but a few  
7 cars.  
8 MS. GEIGER: Another comment, our code, our  
9 ordinance --  
10 MR. SCHEPISI: Is this the borough's?  
11 MS. GEIGER: Yes, it's mine, the borough. I  
12 live in the borough. Says that regarding Section  
13 3011-26 regarding motor vehicle sales establishments,  
14 The item four on that says that any property used for  
15 the physical storage of motor vehicles -- I am quoting  
16 directly from the ordinance -- is to be enclosed in a  
17 6-foot theater fence on two sides and completely  
18 enclosed with proper gates for security.  
19 I live near that property, there is nothing  
20 there. Can you tell me --  
21 MR. SCHEPISI: Excuse me, you live near this  
22 property? You live 13 blocks away from this property.  
23 MS. GEIGER: Not 13.  
24 MR. SCHEPISI: I will show you the map where  
25 you live.

Page 68

1 MS. McMORROW: Mr. Schepisi, you shouldn't be  
2 confronting the witness.  
3 MR. SCHEPISI: Excuse me?  
4 MS. GEIGER: I pass by that property every  
5 single day at least twice a day. I can walk to that  
6 property very quickly from my home. And I want to know  
7 where the fences are in accordance with our ordinance  
8 that supports your storing vehicles on the site.  
9 THE WITNESS: Can I answer you?  
10 MS. GEIGER: Well, they are not there.  
11 THE WITNESS: Well, definitely you know that.  
12 You see the fence in the back of building; am I correct?  
13 MS. GEIGER: It's open. From the side --  
14 THE WITNESS: Answer my question, please.  
15 There is a fence in the back of the building.  
16 MR. SCHEPISI: Yes or no?  
17 THE WITNESS: There was a fence on the side  
18 of the building, but the fence was --  
19 MS. GEIGER: Broken.  
20 THE WITNESS: -- broken. That's right. Do  
21 you know how many times it was broken?  
22 MS. GEIGER: Sir, it doesn't matter to me how  
23 many times it was broken. You have a affirmative  
24 obligation to keep it in good repair.  
25 THE WITNESS: And we did that.

Page 69

1 MS. GEIGER: You did not do that. It was not  
2 that way.  
3 MR. SCHEPISI: Mr. Kates, Mr. Chairman, what  
4 does this have to do with this evening?  
5 MS. GEIGER: It has to do with the continuing  
6 use that you are alleging you have. You can't comply  
7 with the minimal requirements of our zoning ordinance  
8 for car storage. Thank you.  
9 CHAIRMAN FEHRE: Okay. Anyone else like to  
10 speak about this witness?  
11 MR. SURACE: Vincent Surace, 55 Center  
12 Street.  
13 MR. KATES: You don't have to be sworn,  
14 Mr. Surace.  
15 MR. SURACE: I don't know why everybody is so  
16 concerned. They don't live around there. If you come  
17 over there and take a look at it now, the last ten years  
18 it looks like a pigpen, okay? Nobody come over there  
19 before and were concerned to complain to the borough  
20 hall or to DPW or whatever for us, okay? Now we try to  
21 get a good project over there and everybody is against  
22 it, because they don't have to live there.  
23 MR. KATES: Do you have a question for the  
24 witness?  
25 MR. SURACE: I'm giving a comment.

Page 70

1 MR. SCHEPISI: You can come up again for the  
2 comment. Right now is for questions.  
3 MR. SURACE: Okay. You going to put the new  
4 fence in, right?  
5 THE WITNESS: That's correct.  
6 MR. SURACE: You are going to put a 6-inch  
7 curb for the water?  
8 THE WITNESS: I think the presentation of  
9 CFA, I think it's self-explanatory. Like I said before,  
10 a picture is worth a thousand words. It's an  
11 incredible improvement to the property, it's an  
12 incredible improvement to the area. It's an incredible  
13 improvement to my property next door.  
14 MR. SURACE: I talked to my neighbors and we  
15 welcome it. We welcome this. We think it's a beautiful  
16 building. It cleans up everything back there. We want  
17 a new fence because with those cars and the debris. My  
18 next-door neighbor, I have to help him over there every  
19 time it rain hard. I have to put a pump over there and  
20 pump it out. He never complained, okay? We did our  
21 thing. So now if somebody doesn't like it, maybe they  
22 would love to come and live over there. I mean, that is  
23 all I can say.  
24 MR. SCHEPISI: Excuse me. Where do you live?  
25 MR. SURACE: Right behind. And there is

Page 71

1 debris, there is weeds, you name it. There are  
2 branches. There was a container over there.  
3 MS. EASTWOOD: No comments. Any questions?  
4 MR. KATES: This is just a question time.  
5 MS. O'SHEA: Questions, no comments.  
6 MR. SURACE: Are you really going to take  
7 care of it like you say? You are going to take care of  
8 it with a new fence, with the lights away?  
9 MR. SCHEPISI: That's your question?  
10 MR. SURACE: Yes.  
11 Q. With the approvals that are being sought, is  
12 FCA going to put up a new fence?  
13 A. Yes, it is.  
14 Q. Is FCA going to put up a new curb to stop the  
15 water from sheet flowing onto Mr. Surace's property and  
16 the other properties to the rear?  
17 A. Yes, sir. It's shown on the plan.  
18 Q. Is Mr. Surace's property going to have trees  
19 planted on it and be reimbursed for the cost of those  
20 trees to shield his property from the commercial use to  
21 the east of his property?  
22 A. Yes. It's shown on the plan.  
23 Q. And the same thing with his neighbors along  
24 side; is that correct?  
25 A. That's correct.

Page 72

1 MR. KATES: Any other questions?  
2 MR. SURACE: And you are going to put a  
3 bigger drain?  
4 THE WITNESS: That's correct.  
5 MR. SURACE: And you are going to keep it  
6 clean?  
7 THE WITNESS: That's correct.  
8 MR. SURACE: That's all I have to say. Thank  
9 you.  
10 CHAIRMAN FEHRE: Thank you. Anybody else  
11 with questions for the witness?  
12 MR. MORFESIS: Tony Morfesis, 26 John Street,  
13 Englewood Cliffs.  
14 Mr. Berardo, you own a lot of buildings. When  
15 you buy a building, don't you have to get a CO from the  
16 town, any town, by law?  
17 THE WITNESS: No. Not if it's not occupied.  
18 MR. MORFESIS: No, whether you are occupied  
19 or not occupied, you get a -- sir?  
20 MR. SCHEPISI: I'm telling you, you are  
21 wrong.  
22 MR. MORFESIS: No, I am not wrong. You have  
23 to get a CO.  
24 MR. SCHEPISI: If you want to occupy it, you  
25 do, if you want to let it sit until you sell it.

Page 73

1 MR. MORFESIS: He said it is occupied. They  
2 are parking inside. I am asking a question.  
3 MR. SCHEPISI: Believe me --  
4 MR. MORFESIS: Well then he doesn't have a  
5 CO.  
6 MR. SCHEPISI: Yes, he does. Sir, you are  
7 wrong.  
8 MR. MORFESIS: Okay.  
9 CHAIRMAN FEHRE: Okay. Mrs. McMorrow.  
10 MS. McMORROW: Hi, Carin McMorrow, 7 Ridge  
11 Road.  
12 I just have a few questions here. First of all,  
13 I just want to stay focussed on what I thought the topic  
14 at hand was, which is, is this use in effect or is it an  
15 abandoned use. While I appreciate Mr. Surace was asking  
16 you, you know, that to me was just a separate issue for  
17 later on.  
18 I'm going to ask the questions. And I am going  
19 to ask Mr. Schepisi respectfully not for any  
20 interruptions and I am very disappointed in listening to  
21 the professionals appear to be leading the witnesses.  
22 I'm making a statement to you, Mr. Berardo --  
23 MR. SCHEPISI: This is a statement --  
24 MS. McMORROW: I would like to finish without  
25 interruption.

Page 74

1 MR. SCHEPISI: This is statement. This is  
2 supposed to be questions.  
3 MS. McMORROW: This is to Mr. Berardo. I am  
4 asking him before I ask my question to please when I ask  
5 the questions if you would answer them and not let  
6 anybody else answer on your behalf.  
7 THE WITNESS: I think I have been doing this  
8 the whoie evening.  
9 MS. McMORROW: You know what, you have been  
10 trying to and you have been interrupted a lot and I'm  
11 sorry for you for that.  
12 Are you aware that the Borough of Englewood  
13 Cliffs requires COs for their properties, even if they  
14 are renting, are you aware of that?  
15 THE WITNESS: We have a CO every time we have  
16 a new tenant in our building.  
17 MS. McMORROW: Okay. So when you rented to  
18 these three car dealerships, that I wrote down, did you  
19 get a CO for each of them? Did you go to the borough?  
20 THE WITNESS: It was a little different, like  
21 we stated before, Toyota was in the building. They were  
22 using and they continued to use it, so I didn't change  
23 anything. I had the --  
24 MS. McMORROW: Hold on. But you have Nissan  
25 and you have, I believe you said, Volkswagon on, right?

Page 75

1 THE WITNESS: Right.  
2 MS. McMORROW: So those are two new tenants.  
3 Let's forget Toyota. Did you go to the Borough of  
4 Englewood Cliffs to the building department and get a CO  
5 when you rented to Nissan?  
6 THE WITNESS: I don't remember but I think  
7 so. Or I think --  
8 MS. McMORROW: So --  
9 THE WITNESS: Let me finish.  
10 MS. McMORROW: Okay.  
11 THE WITNESS: I think that automotive's, they  
12 have their own CO, I think.  
13 MS. McMORROW: Well, you are the landlord,  
14 you have to be sure.  
15 THE WITNESS: We check it out for you.  
16 MS. McMORROW: So you've not sure is your  
17 answer, right?  
18 THE WITNESS: Right.  
19 MS. McMORROW: Did your building get  
20 inspected by the fire inspector of Englewood Cliffs  
21 every year as required?  
22 THE WITNESS: We get an inspection all the  
23 time.  
24 MS. McMORROW: For the fire inspector, Mr.  
25 Cardullo, has he been to your building every year and

Page 76

1 inspected your building?  
2 THE WITNESS: I think so.  
3 MS. McMORROW: Did you pass the fire  
4 inspection with the fire inspector?  
5 THE WITNESS: We advised the fire inspector  
6 that we were disconnecting and we did it.  
7 MS. McMORROW: Do you have a valid  
8 certificate from the fire inspector that you've passed  
9 all codes?  
10 THE WITNESS: He passes there every year, he  
11 did an inspection --  
12 MS. McMORROW: So you are saying under oath  
13 that you have a valid fire inspection sticker --  
14 THE WITNESS: I said I can only tell you that  
15 the inspector has been there every year. So if there  
16 was a violation, why would he not tell me --  
17 MS. McMORROW: No, I'm just asking you. I'm  
18 just asking you --  
19 MR. SCHEPISI: Excuse me. This is not a  
20 political debate between the counsel president and  
21 someone else --  
22 MS. McMORROW: I asked you --  
23 MR. SCHEPISI: Excuse me.  
24 MS. McMORROW: I asked you not to interrupt  
25 me.

Page 77

1 MR. SCHEPISI: Unfortunately, you are  
2 badgering this witness for what purpose? Ask a question  
3 and then sit down.  
4 MS. McMORROW: I'm sorry you don't like the  
5 questions.  
6 MR. SCHEPISI: I love the questions. Ask the  
7 question, I won't interrupt you.  
8 MS. McMORROW: You are bullying me.  
9 MR. PORRINO: Mr. Chairman, excuse me, I am  
10 going to interrupt for a minute.  
11 Mr. Schepisi should not be standing 12 inches  
12 away from someone who wants to ask questions --  
13 MS. McMORROW: I'm feeling very intimidated.  
14 MR. PORRINO: Move aside.  
15 MR. SCHEPISI: I have been standing here all  
16 night. Mr. Porrino, I have a bad leg. I have been here  
17 since 7:30. Carrol came up behind me, came on top of  
18 me.  
19 MR. PORRINO: I'm sorry.  
20 MS. McMORROW: Excuse me, Mr. Chairman, where  
21 would you like me to stand because Mr. Schepisi is --  
22 (Several people speaking at once.)  
23 CHAIRMAN FEHRE: That's fine right there.  
24 AUDIENCE MEMBER: But I'm going to ask the  
25 chair as a resident now, to please let me feel

Page 78

1 comfortable when asking questions. I am feeling very  
2 nervous right now. I just want to ask a question.  
3 There is the lot of hostility from the attorney  
4 who has been imposing it onto his client. And I am  
5 asking you, Mr. Kates and Mr. Chairman, would you please  
6 take control of the situation and allow me to ask a  
7 question?  
8 CHAIRMAN FEHRE: Please go head and ask a  
9 question.  
10 MS. McMORROW: Thank you. And as a resident,  
11 I just want to make that clear.  
12 Thank you, Mr. Chairman I was asking the --  
13 THE WITNESS: About Mr. Cardullo.  
14 MS. McMORROW: Let me let you know, for  
15 safety reasons, as you are aware, I am a landlord, too.  
16 And I care very much when the fire inspector goes. So  
17 you know when Mr. Cardullo came to your property to  
18 inspect it -- it's a yes-or-no answer -- did you pass  
19 your fire inspection?  
20 THE WITNESS: If you ask me, the first  
21 person, I can only answer your question this way: I  
22 know Mr. Cardullo comes for inspection every year to the  
23 building. Whether every year I would pass -- we did  
24 pass -- did we pass or don't pass?  
25 MS. McMORROW: So you don't know.

Page 79

1 THE WITNESS: I don't check it personally  
2 myself because the office does. They come every year.  
3 MS. McMORROW: Thank you.  
4 I wanted to know, also, I heard you answer about  
5 filing tax appeals. How many times have you filed since  
6 you owned the building?  
7 THE WITNESS: I think only once and we are  
8 just about to file again.  
9 MS. McMORROW: Do you remember what year you  
10 filed?  
11 THE WITNESS: I think, I don't know if it  
12 mentioned it was 2005. Somebody mentioned.  
13 MR. SCHEPISI: Mr. Chairman, I am going to  
14 voice an objection to this line of questioning. This  
15 has nothing to do with --  
16 MS. McMORROW: Well, it does.  
17 MR. SCHEPISI: Can I finish now?  
18 This has nothing to do with the issue before this  
19 board. Any taxpayer in this state has a right to file a  
20 tax appeal --  
21 MS. McMORROW: If you would let me finish my  
22 question.  
23 MR. SCHEPISI: But you were finished. I'm  
24 objecting to this line of questioning. I would like to  
25 have a ruling from the chair.

Page 80

1 CHAIRMAN FEHRE: I would like to hear her  
2 finish her question and then you can respond.  
3 MS. McMORROW: Thank you.  
4 CHAIRMAN FEHRE: Let her ask the questions.  
5 And then you can address the board.  
6 MS. McMORROW: Thank you, Mr. Chairman.  
7 When you filed your tax appeal, did you disclose  
8 that you had rental income coming in with your filed tax  
9 appeal? And this is public information. I haven't  
10 looked it up, but you are here now. Did you file rental  
11 income or did you file as an empty building with no  
12 rental?  
13 THE WITNESS: Excuse me. I am offended by  
14 you by your question. How you permit to say that I  
15 don't report what I pay --  
16 MS. McMORROW: It's a yes-or-no.  
17 MR. SCHEPISI: Mr. Chairman --  
18 MS. McMORROW: Excuse me --  
19 THE WITNESS: Naturally we made the statement  
20 that we getting less income, naturally.  
21 MS. McMORROW: Okay. That's good. I am just  
22 asking.  
23 CHAIRMAN FEHRE: Let her finish her questions  
24 and then you can respond.  
25 MS. McMORROW: I'm done. I'm done. This is

Page 81

1 really...  
2 THE WITNESS: Please. I will gladly answer  
3 any of your questions, but they are valid questions.  
4 MS. McMORROW: They are valid questions. I'm  
5 sorry if you don't --  
6 THE WITNESS: You ask me if I pay my taxes?  
7 MS. McMORROW: No, I didn't ask that.  
8 THE WITNESS: If I file my income.  
9 MS. McMORROW: Sir, what I asked you is  
10 whether you filed it as an empty building or a building  
11 that you filed with rental income. And actually that  
12 question could help you very much if you think about the  
13 question I am asking you.  
14 THE WITNESS: We stated we had income. We  
15 stated it.  
16 MS. McMORROW: I asked you when you filed  
17 your tax appeal, did you file it as a vacant building or  
18 a building with rental income reported. That's what I  
19 asked.  
20 THE WITNESS: I rented it. It was \$1500 a  
21 month.  
22 CHAIRMAN FEHRE: Do we have anybody else with  
23 a question for the witness?  
24 MR. XENOPOULOS: My name is Emmanuel  
25 Xenopoulos. I live in 57 Center Street. Next to Mr.

Page 82

1 Schepisi.  
2 MR. SCHEPISI: No, I don't live there. Where  
3 do you live?  
4 MR. XENOPOULOS: 57 Center Street exactly  
5 behind the property. I have been living there for 32  
6 years. The past, I would say, ten years I -- actually,  
7 fifteen years when Toyota moved on the other side, this  
8 property over here it was like abandoned. And all the  
9 water --  
10 MR. KATES: Excuse me. This is the time to  
11 question the witness. Not to make a statement.  
12 MR. XENOPOULOS: I was going to make a  
13 statement. What am I going to ask the witness.  
14 MR. KATES: We have an initial issue here.  
15 MR. XENOPOULOS: Anyway, what they are trying  
16 to do right now, I am for it because I think they are  
17 going to better the property. And our property behind,  
18 we have issues with the water. Also with the garbage.  
19 And they told us they are going to move the garbage  
20 containers. And I am for it. That's all I have to say.  
21 Thank you.  
22 MR. PORRINO: Mr. Chairman, can I just step  
23 in for a second to the public section? I think we  
24 should just clarify for the public that what we are  
25 discussing right now is a procedural issue. It's to

Page 83

1 determine whether this applicant requires a C type  
2 variance or the D type variance. That really rides on  
3 whether if there was an abandonment or not. We are not  
4 judging or even assessing the merits of the application,  
5 in its entirety. We are just trying to decide here if  
6 that use was abandoned or not so we know who can vote  
7 and who cannot.  
8 CHAIRMAN FEHRE: I think those are good  
9 comments. We do have to determine is it a use, a  
10 continued used or not before we do anything else.  
11 MS. GIEGER: Carin Gieger, 270 Alfred Street.  
12 Ms. Eastwood mentioned that the sign on the building is  
13 sort of rubbed out, but it does say Marketing  
14 Information Systems. Now, as I said I drive by that  
15 building at least twice a day. And you can clearly see  
16 it says Marking Information Systems on face of the  
17 building, outside, facing Sylvan Avenue as you drive by  
18 or walk by the property.  
19 I would like to know what Marking Information  
20 Systems is since it clearly went into the building after  
21 Toyota since that was not part of Toyota dealership.  
22 And why is that still there? What did they do? When  
23 were they there? When did they leave?  
24 THE WITNESS: I will answer your question.  
25 MS. GIEGER: Please.

Page 84

1 THE WITNESS: I don't think the marketing  
2 company that you are talking about, I don't think they  
3 were in the Toyota building. I think we were at 120  
4 Sylvan Avenue. That's where they were located. I  
5 don't, I'm not sure. Tomorrow I can give you an exact  
6 answer. I don't think so. I doubt very much that they  
7 were there. I don't think so, but the building after  
8 Toyota, it was not operating there.  
9 MS. EASTWOOD: I would suggest you drive by  
10 your building and look at the front of it.  
11 THE WITNESS: Those are facts, those are not  
12 opinions.  
13 MR. SCHEPISI: Mr. Chairman, may I make a  
14 suggestion? It is now almost 10:30.  
15 MS. O'SHEA: No. No. We have to get this  
16 done tonight. I don't want to go through it again.  
17 MR. SCHEPISI: Mr. Chairman, there were  
18 several questions that has been raised for Mr. Berardo.  
19 I would like to address these questions. We are going  
20 to be back here next Tuesday night. We can address them  
21 on Tuesday night. But it's now 10:25 and there is no  
22 reason why we have to guess at these questions. Please  
23 let him get the answers. There is reason to guess at  
24 these answers. Please, if they really want to get  
25 answers.

Page 85

1 MS. O'SHEA: I would like to do it tonight.  
2 CHAIRMAN FEHRE: We have to determine if it  
3 is a C variance or a D variance.  
4 MR. KATES: These answers relate to that.  
5 CHAIRMAN FEHRE: I understand that. And I  
6 have no problem with you determining that.  
7 MR. KATES: On Tuesday, right?  
8 CHAIRMAN FEHRE: Yes.  
9 MR. KATES: The 15th?  
10 CHAIRMAN FEHRE: Are we going to take a vote  
11 first?  
12 MR. KATES: I want the board to vote on the  
13 threshold issue, either tonight or the 15th.  
14 CHAIRMAN FEHRE: We can't do it tonight  
15 because he wants to work on -- he wants more time to  
16 check into the answers to the questions.  
17 MR. SCHEPISI: Mr. Berardo stated he wants  
18 more time to check answers on these questions. Let's  
19 concentrate on that.  
20 CHAIRMAN FEHRE: We will come back on  
21 Tuesday. Whether it's been abandoned or not abandoned,  
22 whether it's expanded or not expanded. We will make a  
23 determination whether it's a C or a D variance. And  
24 once we do that, we can continue with the rest of  
25 testimony. Is everybody in agreement with that?

Page 86

1 MS. O'SHEA: No.  
2 MR. PORRINO: Can we close the public first.  
3 MS. SCANCARELLA: Somebody make a motion to  
4 close.  
5 MR. PORRINO: Motion.  
6 MR. KILMARTIN: Second.  
7 CHAIRMAN FEHRE: All in favor?  
8 ALL BOARD MEMBERS: Aye.  
9 MS. O'SHEA: I would like to deal with this.  
10 It's not that late and we have gone much later many  
11 other times. I would like to deal with the fact that  
12 this is an abandoned use. That way Mr. Schepisi can  
13 bring in his witnesses relative to the building. But  
14 this is whether it was an abandoned use. And I think we  
15 need to deal with that tonight. We heard the testimony.  
16 Some of the questions asked were relevant, some of it  
17 was superficial. I think the members of the board have  
18 a really good feel of what they believe is the case here  
19 and I think that we should vote tonight on whether it's  
20 going to be a C or D variance and then we could move  
21 forward on the 15th.  
22 CHAIRMAN FEHRE: Mr. Porrino?  
23 MR. PORRINO: I would like to at least have  
24 the opportunity as members to share with each other  
25 where we are at this moment. And if we feel we need

Page 87

1 more information from the applicant, that's one thing.  
2 If we do not, I think we should at least discuss amongst  
3 ourselves what our issues are, what our questions to  
4 give Mr. Kates an opportunity to potentially further  
5 investigate this if we feel necessary.  
6 I think at the end of the day it's a judgment  
7 question, it's a legal question. So rather than putting  
8 it off and then Mr. Kates not being able to respond. I  
9 think we should give him a change to respond. I think  
10 we should have a conversation amongst ourselves here  
11 stating what our positions are at least at this  
12 juncture. And then we can also say, we are done for  
13 tonight and we can bring it back. Or we can put it to  
14 the board if the board so determines.  
15 MR. SCHEPISI: But you have to remember one  
16 thing, Mr. Chairman. I am not finished with this aspect  
17 of our case. This witness I am finished with. But  
18 before anybody can call for a vote, I have a right to  
19 present my entire case relating to this issue. I have  
20 another witness, as I mentioned, my planner.  
21 CHAIRMAN FEHRE: This is the issue of whether  
22 it's abandoned or not.  
23 MR. SCHEPISI: That's correct.  
24 CHAIRMAN FEHRE: And you said you need more  
25 time to do that.

Page 88

1 MR. SCHEPISI: No. To answer these questions  
2 I need more time because you have asked, when I say  
3 "you," the board and the public have asked questions  
4 that Mr. Berardo did not have the answers to. Hopefully  
5 by Tuesday he will have those answers. If he does or  
6 does not, then you know what his answers are. But then  
7 also we have another witness who will follow suit with  
8 testimony and that is Mr. McDonough, the licensed  
9 professional planner, who will address these issues  
10 also, addressing the abandonment of the existing  
11 nonconforming use.  
12 THE WITNESS: John, can I answer Mrs.  
13 O'Shea's question?  
14 MR. SCHEPISI: Whatever you want.  
15 MS. O'SHEA: Sure.  
16 THE WITNESS: I did not abandon the building.  
17 The building, I have been paying the taxes. I pay the  
18 taxes every month. I have been paying the taxes for the  
19 last twelve years. I let the police department use the  
20 building whenever they want to. I let the fire  
21 department use the building whenever they want to. I  
22 never abandoned the building. So how you say I  
23 abandoned the building? I pay the taxes. I didn't find  
24 a replacement. That's a different issue. I have been  
25 unlucky, but I didn't abandon the building.

Page 89

1 MR. VILLARI: Mr. Berardo, I don't think  
2 anybody is claiming that you abandoned the building.  
3 The issue was the use as an auto dealership abandoned,  
4 that's what we are referencing. Nobody is claiming that  
5 you abandoned the building.  
6 MR. PORRINO: Mr. Chairman, if Mr. Schepisi  
7 has other witnesses to bring speaking directly to the  
8 question of abandonment, obviously, we are not going to  
9 cut him short saying they cannot appear.  
10 MR. SCHEPISI: Thank you, Mr. Porrino.  
11 CHAIRMAN FEHRE: I think we have to let you  
12 finish your presentation as far as you want to go. And  
13 then we are going to have the conversation that Mr.  
14 Porrino suggested. We are going to get council from our  
15 attorney and then we are going to have a vote on whether  
16 it's a C or D variance; in other words, whether the use  
17 has been abandoned or not.  
18 MR. VILLARI: The vote will take place on  
19 Tuesday, the vote will take place on Tuesday.  
20 CHAIRMAN FEHRE: If Mr. Schepisi finishes and  
21 if we were done with our question and discussion, then I  
22 expect it will take place on Tuesday.  
23 Do you agree with that?  
24 MR. SCHEPISI: I'm fine with that. We will  
25 come back on Tuesday. Go forward with Mr. Berardo

Page 90

1 finishing his answers. And then we will present  
 2 Mr. McDonough, and open it to questions.  
 3 CHAIRMAN FEHRE: Only on this C or D.  
 4 MR. SCHEPISI: We are beyond that. If this  
 5 is a continuation of a nonconforming use, then it will  
 6 not even be a C and will just need a site plan approval.  
 7 MR. KATES: And don't lose sight of that  
 8 other issue about the front porch, whether that is an  
 9 expansion. We will deal with that, too.  
 10 MR. SCHEPISI: You want to deal with that on  
 11 Tuesday before we go to the testimony.  
 12 MR. KATES: No, because it's C or D issue.  
 13 MR. SCHEPISI: Then I will have to have the  
 14 architect testify as to whether it is. That's a little  
 15 bit different. He did not go into that.  
 16 MR. KATES: Then we need the architect and  
 17 the engineer.  
 18 MR. SCHEPISI: That's fine. And then we will  
 19 go into the planner.  
 20 CHAIRMAN FEHRE: And unless it's an extension  
 21 of the nonconforming use.  
 22 MS. O'SHEA: That's what we are going to do  
 23 first on Tuesday.  
 24 CHAIRMAN FEHRE: We are going to do that  
 25 first on Tuesday.

Page 91

1 MS. O'SHEA: We don't have to deal with that  
 2 little bit of the porch part first.  
 3 CHAIRMAN FEHRE: Yes, because it adds 189  
 4 square feet.  
 5 MS. O'SHEA: Still, I am saying, aren't we  
 6 dealing strictly on whether it's an abandonment of the  
 7 use?  
 8 MR. KATES: Yes, but that's a secondary  
 9 issue, because if it's an expansion of a nonconforming  
 10 use then --  
 11 MS. O'SHEA: Don't we vote first on  
 12 whether --  
 13 MR. KATES: Yes.  
 14 MS. O'SHEA: Yes, we vote.  
 15 CHAIRMAN FEHRE: There were two votes. One  
 16 to see if there was the continuation, another to see if  
 17 there was the expansion. We will have two votes on  
 18 Tuesday. When we talk about expansion, just so we know,  
 19 I want to bring up the issue of is this a much larger  
 20 operation then it was also intended to be, Renault, or  
 21 even a Toyota dealership. Now you have a Chrysler  
 22 dealer, many more cars, many more options, many more  
 23 colors, maybe. And you add it all together and you need  
 24 an enormous amount of space for inventory. So if it an  
 25 expansion.

Page 92

1 MR. SCHEPISI: You would like to have that  
 2 addressed? There will be another witness. We are  
 3 talking about an expansion of the nonconforming use, the  
 4 building. What the issue was, and Mr. Kates was saying,  
 5 was the issue of 191 foot addition in the front.  
 6 CHAIRMAN FEHRE: That's one way to expand,  
 7 physically. The other one is to put an operation in  
 8 there that is a much greater operation than before.  
 9 MR. SCHEPISI: That's an interesting  
 10 question. I will try to answer it, Mr. Chairman. I  
 11 will be happy to try to answer it. I don't know the  
 12 answer to that.  
 13 CHAIRMAN FEHRE: So on Tuesday we will  
 14 continue on Tuesday. We will take the two votes and  
 15 continue from there.  
 16 MS. EASTWOOD: Before we leave, an issue came  
 17 up last night at the mayor and council meeting, which we  
 18 have been asked to address on an emergency basis.  
 19 CHAIRMAN FEHRE: For this application?  
 20 MS. EASTWOOD: No, not with this one.  
 21 CHAIRMAN FEHRE: We have to close the meeting  
 22 for this. And we will open it up for general comments.  
 23 Okay, if you have nothing else?  
 24 MR. KATES: See you on Tuesday.  
 25 MR. SCHEPISI: The only question I have, does

Page 93

1 this emergency thing have anything to do with this  
 2 application?  
 3 CHAIRMAN FEHRE: No.  
 4 MS. O'SHEA: We are waiting for you to leave  
 5 the room, John.  
 6 MS. SCANCARELLA: Do you want to take the  
 7 exhibits or leave them?  
 8 MR. SCHEPISI: I think it's better that we  
 9 take them. I'm sorry it got a little heated.  
 10 (Hearing adjourned 10:38 p.m.)  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 CERTIFICATION

2

3 STATE OF NEW JERSEY )

: ss:

4 COUNTY OF BERGEN )

5

6 I, TONIANN ACQUARO, a Notary Public for  
7 and within the State of New Jersey, do hereby certify:

8 That the witness whose examination is  
9 hereinbefore set forth was duly sworn and that such  
10 examination is a true record of the testimony given by  
11 that witness.

12 I further certify that I am not related  
13 to any of the parties to this action by blood or by  
14 marriage and that I am in no way interested in the  
15 outcome of this matter.

16 IN WITNESS WHEREOF, I have hereunto set  
17 my hand this 10th day of March, 2016.

18

19

20

*ToniAnn Acquaro*

21

ToniAnn Acquaro,  
Professional Court Reporter  
and New Jersey State Notary, 01AC6200255  
My Commission Expires January 26, 2017

22

23

(The foregoing certification of this transcript does not  
24 apply to any reproduction of the same by any means,  
unless under the direct control and/or supervision of  
25 the certifying reporter.)

<b>&amp;</b>	<b>1979</b> 12:5	<b>3011-26</b> 67:13	<b>95</b> 52:25 66:25
<b>&amp; 2:3</b>	<b>1985</b> 12:18	<b>32</b> 82:5	<b>9w</b> 27:13
<b>0</b>	<b>1986</b> 3:13 11:9,24	<b>35</b> 24:14	<b>a</b>
<b>01ac6200255</b> 94:22	<b>1987</b> 19:16	<b>38</b> 3:20,21	<b>a1</b> 3:13 11:11,20
<b>04</b> 56:21	<b>2</b>	<b>4</b>	12:22
<b>07470</b> 19:2	<b>2</b> 11:15 12:3 14:10	<b>4</b> 39:15	<b>a2</b> 3:14 12:23
<b>07632</b> 2:6	26:6	<b>4500</b> 40:13	<b>a3</b> 3:16 14:6
<b>1</b>	<b>20</b> 3:17 51:11	<b>473</b> 2:5	<b>a4</b> 3:17 20:4,6,8
<b>1</b> 11:13	<b>2001</b> 3:16	<b>5</b>	21:19
<b>1,500</b> 39:11	<b>2002</b> 3:14 5:5 13:2,3	<b>5.5</b> 66:13	<b>a5</b> 3:19 25:19,20,23
<b>10</b> 1:2,3 10:12 13:2	14:7 16:16 32:13	<b>50</b> 10:12 36:2 43:1,8	25:24
<b>100</b> 1:9 4:3,16,21	41:19	45:19,20 56:6	<b>a6</b> 3:20 38:16,17
8:8,12 9:19,22 10:3	<b>2003</b> 56:11	<b>50,000</b> 8:1	39:3,4
30:17 31:11 42:20	<b>2004</b> 5:7 7:1 16:24	<b>55</b> 3:22 69:11	<b>a7</b> 3:21 38:19,24
56:8 66:9	31:13 32:1,3 35:16	<b>569-9898</b> 2:7	39:23
<b>10:00</b> 62:19	35:17 39:13 54:15	<b>57</b> 81:25 82:4	<b>abandon</b> 7:24 33:22
<b>10:25</b> 84:21	54:16,20 56:6 60:19	<b>6</b>	43:14,21,25 44:7,18
<b>10:30</b> 84:14	<b>2005</b> 66:11 79:12	<b>6</b> 14:10,17 39:12	62:8 66:3,4 88:16
<b>10:38</b> 93:10	<b>2006</b> 66:11	67:17 70:6	88:25
<b>10th</b> 94:17	<b>2007</b> 58:3	<b>60s</b> 5:4 20:17	<b>abandoned</b> 17:15,20
<b>11</b> 3:3,13,14,16,16	<b>2008</b> 57:22	<b>63</b> 3:6	46:1 48:4,9 50:15
14:6	<b>201</b> 2:7	<b>69</b> 3:7	50:16,17 73:15 82:8
<b>12</b> 61:22 77:11	<b>2010</b> 40:8	<b>7</b>	83:6 85:21,21 86:12
<b>120</b> 4:5,16,22 8:8,13	<b>2016</b> 1:3 39:15	<b>7</b> 25:2 73:10	86:14 87:22 88:22
9:19,21,25 10:2	94:17	<b>7/28/04</b> 55:19	88:23 89:2,3,5,17
27:8 29:19 30:23	<b>2017</b> 94:22	<b>70s</b> 5:4	<b>abandoning</b> 33:23
35:23 84:3	<b>21</b> 15:6	<b>73</b> 3:7,8	43:19,23 66:7
<b>13</b> 67:22,23	<b>22</b> 14:20 15:7	<b>78</b> 19:13	<b>abandonment</b> 6:14
<b>130</b> 1:9 4:3,6	<b>2268611</b> 1:24	<b>79-01</b> 12:6	6:15 12:19 17:11
<b>14</b> 3:3	<b>23</b> 1:9 4:4 14:20,23	<b>7:30</b> 77:17	83:3 88:10 89:8
<b>14,000</b> 51:16	15:8,9,11,14,15	<b>8</b>	91:6
<b>1500</b> 81:20	<b>238</b> 19:2	<b>8</b> 3:14 10:12 13:3	<b>able</b> 32:10 65:24
<b>15th</b> 85:9,13 86:21	<b>24</b> 4:6	<b>80s</b> 5:4	66:19 87:8
<b>16</b> 3:4	<b>25</b> 3:19	<b>81</b> 3:8 19:14	<b>abut</b> 8:24
<b>1645.16</b> 40:13	<b>257k</b> 4:3	<b>83</b> 3:6	<b>accept</b> 19:25 64:4
<b>18</b> 15:4	<b>258k</b> 4:4	<b>86</b> 19:15	<b>accepts</b> 25:16
<b>189</b> 7:21 8:1 19:1	<b>259k</b> 1:6	<b>8:50</b> 1:4	<b>accommodate</b> 9:6
26:16 91:3	<b>26</b> 72:12 94:22	<b>9</b>	<b>accurate</b> 20:12,13
<b>191</b> 92:5	<b>270</b> 63:5 83:11	<b>9.6</b> 66:13	<b>accurately</b> 23:24
<b>1960's</b> 4:25 21:7	<b>28</b> 56:21	<b>90</b> 42:23 47:23	24:1
<b>1967</b> 12:17	<b>3</b>	<b>90s</b> 5:5	<b>acquaro</b> 1:22 94:6
<b>1969</b> 5:25	<b>3</b> 11:17 14:17		94:21
	<b>3/9/16</b> 26:4		<b>acquired</b> 17:2

<p><b>action</b> 44:8,9 94:13  <b>active</b> 7:3  <b>actively</b> 36:14  <b>activity</b> 37:8  <b>actual</b> 21:23 50:6  <b>ada</b> 26:21  <b>add</b> 91:23  <b>added</b> 8:6  <b>addition</b> 8:22 92:5  <b>additional</b> 8:6 12:13  <b>address</b> 9:1 18:24              24:13 28:4,7,12              29:17,18 42:19 80:5              84:19,20 88:9 92:18  <b>addressed</b> 9:18 92:2  <b>addressing</b> 7:7              26:21 65:10 88:10  <b>adds</b> 91:3  <b>adjacent</b> 13:5 15:12  <b>adjoining</b> 42:12  <b>adjourned</b> 93:10  <b>adjustment</b> 3:13,15              3:16 11:24 12:25              13:1  <b>adversely</b> 9:8  <b>advise</b> 6:6,13 15:19              15:23  <b>advised</b> 76:5  <b>aesthetically</b> 7:25  <b>affiliation</b> 24:15  <b>affirmative</b> 68:23  <b>agenda</b> 4:1  <b>ago</b> 22:22 23:13              34:11 41:5 58:22,23  <b>agree</b> 18:5 89:23  <b>agreed</b> 7:21,21 10:8              10:10,15  <b>agreeing</b> 9:18  <b>agreement</b> 10:18              32:9,10 38:4 85:25  <b>alfred</b> 63:5 83:11  <b>alleging</b> 69:6  <b>allow</b> 78:6  <b>alps</b> 31:3,4</p>	<p><b>alternate</b> 65:9,18  <b>america</b> 57:22  <b>amount</b> 39:5,10              91:24  <b>ancillary</b> 6:18 50:14  <b>andrew</b> 1:18  <b>answer</b> 36:10 65:23              67:3 68:9,14 74:5,6              75:17 78:18,21 79:4              81:2 83:24 84:6              88:1,12 92:10,11,12  <b>answered</b> 6:8,10  <b>answers</b> 84:23,24,25              85:4,16,18 88:4,5,6              90:1  <b>anybody</b> 29:9 37:4              62:25 63:23 65:24              72:10 74:6 81:22              87:18 89:2  <b>anyway</b> 82:15  <b>apparently</b> 33:1  <b>appeal</b> 79:20 80:7,9              81:17  <b>appeals</b> 79:5  <b>appear</b> 73:21 89:9  <b>apple</b> 61:3  <b>applicable</b> 14:23              15:10,15  <b>applicant</b> 1:7 2:4              5:10 7:21 15:1,5,17              50:17 83:1 87:1  <b>applicant's</b> 3:2,12              11:11,13,15,17              12:22,23 14:6,13,18              15:3 20:4,6,8 25:18              25:20 38:16,17,19              38:24 39:3,4,22  <b>application</b> 1:6 4:2              4:4,15,24 5:8,18 6:2              6:3 8:2,8,11 11:1              14:21,22 15:12,13              44:3,11,13,15 83:4              92:19 93:2  <b>apply</b> 94:24</p>	<p><b>appreciate</b> 73:15  <b>approval</b> 1:8 4:2,4              9:3,21,22,25 13:6              13:16,17 54:4,5              90:6  <b>approvals</b> 71:11  <b>approve</b> 49:8  <b>approximately</b> 25:2              30:2 31:15  <b>april</b> 60:19  <b>architect</b> 7:10 17:5              18:1,10,17 19:4,17              19:23 21:10 29:3              90:14,16  <b>architecture</b> 19:13              19:14,24  <b>area</b> 26:22 27:18              70:12  <b>art</b> 20:23  <b>ascertain</b> 37:21  <b>aside</b> 77:14  <b>asked</b> 13:10 76:22              76:24 81:9,16,19              86:16 88:2,3 92:18  <b>asking</b> 45:11,14,16              65:10 73:2,15 74:4              76:17,18 78:1,5,12              80:22 81:13  <b>aspect</b> 18:5 87:16  <b>assembly</b> 49:19  <b>assessing</b> 83:4  <b>assessment</b> 66:12  <b>assessor</b> 66:14  <b>association</b> 63:14,20              63:24,24  <b>assuming</b> 47:11  <b>attorney</b> 1:18 14:5              20:25 33:12,14 63:9              63:22 78:3 89:15  <b>attorneys</b> 11:22              33:11  <b>audience</b> 77:24  <b>aurel</b> 1:13  <b>authorization</b> 63:22</p>	<p><b>auto</b> 20:12,17 89:3  <b>automobile</b> 12:4,16              40:4,5 44:18,20  <b>automotive's</b> 75:11  <b>available</b> 51:10  <b>avenue</b> 1:9 2:5 4:3,5              8:20,23 19:1 27:13              29:19 30:17,24              42:20 43:1 45:20              56:6 57:23 61:5,5              83:17 84:4  <b>avenues</b> 59:5  <b>aware</b> 51:9 74:12,14              78:15  <b>aye</b> 62:24 86:8</p> <p style="text-align: center;"><b>b</b></p> <p><b>b</b> 1:11,18 3:11 9:7              24:9,9,12 29:12,16  <b>bachelor</b> 24:23  <b>back</b> 4:24 5:11 7:2              7:11 8:20 11:24              12:11,12 16:8,8              20:5 24:6 26:23              28:6,11 29:6 32:11              32:17 43:17 55:6              68:12,15 70:16              84:20 85:20 87:13              89:25  <b>background</b> 24:22  <b>backing</b> 4:22  <b>backyards</b> 9:17  <b>bad</b> 4:9 16:18 77:16  <b>badgering</b> 77:2  <b>based</b> 6:9,10 48:13  <b>basically</b> 4:23 5:25              7:6 26:1 27:16              66:13  <b>basins</b> 27:19  <b>basis</b> 7:17 60:18              92:18  <b>bd1</b> 3:22 55:23,25  <b>beautiful</b> 21:17              70:15</p>
--	---	---	--

<b>beginning</b> 53:7	62:14,24 65:7,11,21	<b>brokers</b> 59:4,19,23	<b>butcher</b> 16:3,4,6,8
<b>begun</b> 53:25	79:19 80:5 85:12	<b>brother</b> 31:5,7	<b>buy</b> 31:12 54:4,5,18
<b>behalf</b> 64:23,24 65:2	86:8,17 87:14,14	<b>brought</b> 41:19 45:12	72:15
74:6	88:3	<b>build</b> 53:25 56:18	<b>buys</b> 16:24
<b>believe</b> 10:22 13:1	<b>board's</b> 3:22 4:17	<b>building</b> 3:18 4:25	<b>c</b>
36:19 43:15 54:21	55:25	4:25 5:3 20:16,18	<b>c</b> 2:1 83:1 85:3,23
60:7 73:3 74:25	<b>boarding</b> 53:11	20:20,21 21:2,4,7	86:20 89:16 90:3,6
86:18	<b>boards</b> 6:2	21:10,23 22:2,6	90:12 94:1,1
<b>bent</b> 50:18	<b>bohler</b> 3:3 24:8,16	23:25 26:14 28:19	<b>cad</b> 20:12
<b>berardo</b> 3:4 6:23 7:8	25:2,14,18 26:9	28:20,22 30:8 31:12	<b>cadillac</b> 40:17 49:16
11:2,6 16:24 17:7	<b>bones</b> 20:20	32:8,9,12,13 33:1	<b>cadillacs</b> 40:19
18:3,9 29:6,11,21	<b>bordering</b> 8:4	34:16 35:7,10,13,16	<b>call</b> 7:11 17:6 18:17
34:6 41:5 42:17	<b>born</b> 49:25	35:25 36:8,15 37:9	24:8 29:10 55:23
44:11 48:16,20	<b>borough</b> 1:1 9:13,14	38:13 39:20 44:21	87:18
51:13 53:23 56:23	23:11 27:14 50:5	46:14,14,15,17,22	<b>calls</b> 50:23 66:2
57:9 61:18 72:14	52:21 66:11 67:11	47:2,6,10,17,21	<b>car</b> 5:2,2,14,23,25
73:22 74:3 84:18	67:12 69:19 74:12	48:2,8,11,21 49:9	6:15,18 7:2 13:12
85:17 88:4 89:1,25	74:19 75:3	49:14,15 50:13	15:6,22 21:8,11,11
<b>berardo's</b> 16:16	<b>borough's</b> 67:10	51:15 53:6,13,15,20	21:12,13 22:14
<b>berdan</b> 19:1	<b>bottom</b> 5:1 20:5	53:21,24,25 54:1,4	23:14 28:23,24
<b>bergen</b> 29:22 94:4	<b>bought</b> 6:25 31:14	54:8,12,14,19,22	31:22 32:5,14 33:22
<b>best</b> 53:4 65:25	32:13 35:16,16,17	56:6,8,8,9,16,23	33:24,24 34:1 35:18
<b>better</b> 53:11 82:17	41:9,16 42:3,3,7	57:1,3,6,10 58:7,14	35:19 39:20 40:16
93:8	53:21,23,25 54:9	58:19 60:6,6,8,25	40:18,24 41:1 44:4
<b>beyond</b> 90:4	57:9 58:14	61:19 62:1,6 66:1,2	45:19 46:4,7,7
<b>bicycle</b> 49:16,17	<b>bound</b> 15:19	66:16 68:12,15,18	47:13,15 49:17,25
<b>bifurcated</b> 8:12	<b>brad</b> 3:3 24:8 28:2	70:16 72:15 74:16	50:5,15 53:22 57:6
<b>big</b> 14:16	<b>branches</b> 71:2	74:21 75:4,19,25	57:17,19 59:25 60:3
<b>bigger</b> 72:3	<b>brandon</b> 59:11	76:1 78:23 79:6	60:6,8,9,11 62:1,4,9
<b>bind</b> 5:17	<b>brands</b> 23:9	80:11 81:10,10,17	65:19 69:8 74:18
<b>bird's</b> 26:1	<b>break</b> 17:22	81:18 83:12,15,17	<b>cardullo</b> 75:25
<b>bit</b> 24:22 90:15 91:2	<b>break</b> 17:22	83:20 84:3,7,10	78:13,17,22
<b>block</b> 1:9 4:3,5	<b>breaking</b> 53:7	86:13 88:16,17,20	<b>care</b> 5:15 6:11 13:13
<b>blocked</b> 27:20	<b>briefly</b> 7:11 21:16	88:21,22,23,25 89:2	71:7,7 78:16
<b>blocks</b> 67:22	25:22	89:5 92:4	<b>carin</b> 3:6 63:5 73:10
<b>blood</b> 94:13	<b>bright</b> 10:7	<b>buildings</b> 30:6,12	83:11
<b>board</b> 1:1,18,18,19	<b>bring</b> 7:24 16:15	31:11 34:23 51:6	<b>carmine</b> 16:19
3:13,15,16 4:8 5:12	29:6 46:24,24 53:16	52:22 72:14	<b>carried</b> 44:8
5:13,19,20 6:5,12	61:10 86:13 87:13	<b>built</b> 4:25 5:1 20:17	<b>carrol</b> 3:8 77:17
7:16,22 8:15,16 9:7	89:7 91:19	21:7 28:22	<b>cars</b> 6:16,17,17 8:4
11:12,23,25 12:2,8	<b>bringing</b> 24:6 46:22	<b>bullying</b> 77:8	23:1,3,7,12,13,17,18
12:11,24,24,25	47:6,19	<b>bump</b> 26:15	23:21 32:11,18 34:2
13:10,15,15,18 14:4	<b>broken</b> 27:20 53:10	<b>business</b> 18:24 22:9	34:13,24 35:4 37:4
14:8 20:9 24:6	68:19,20,21,23	24:13 29:17 35:17	37:7,16 45:11,13,13
25:16,22 51:3 55:23	<b>broker</b> 59:16,17	43:5	
	61:10		

45:19,21,23 46:6,25 47:16,23,24,25 49:16 50:1,5 52:25 54:11,12 57:18,19 66:22,23 67:1,5,6,6 67:7 70:17 91:22 <b>case</b> 7:24 18:12,12 18:13 86:18 87:17 87:19 <b>cases</b> 15:25 16:10,10 16:11,12,13,13 <b>catch</b> 27:19 <b>cathy</b> 1:19 <b>caused</b> 5:12 <b>cb</b> 59:21 <b>center</b> 61:10 69:11 81:25 82:4 <b>certain</b> 5:13 8:17 <b>certainly</b> 65:17 <b>certificate</b> 3:22 48:1 48:5,10,14,20,23 49:3,8 52:17,21 55:16 56:5,20 76:8 <b>certification</b> 94:23 <b>certify</b> 94:7,12 <b>certifying</b> 94:25 <b>cetera</b> 12:1 19:20 27:19 65:3 <b>cfa</b> 70:9 <b>chair</b> 77:25 79:25 <b>chairman</b> 1:12,13 4:1,7 7:18 8:3,18 18:13 19:25 21:25 25:16 51:18 55:8 56:2 57:21 60:24 62:13,18,21,23,25 63:4,18 65:14 69:3 69:9 72:10 73:9 77:9,20,23 78:5,8 78:12 79:13 80:1,4 80:6,17,23 81:22 82:22 83:8 84:13,17 85:2,5,8,10,14,20 86:7,22 87:16,21,24 89:6,11,20 90:3,20	90:24 91:3,15 92:6 92:10,13,19,21 93:3 <b>change</b> 14:12 15:2 26:16,17 28:11 74:22 87:9 <b>changed</b> 9:1 14:11 14:14 28:24 <b>changes</b> 14:8 26:13 <b>charge</b> 25:15 <b>check</b> 75:15 79:1 85:16,18 <b>checking</b> 46:24 <b>chronology</b> 17:9 <b>chrysler</b> 20:14 58:9 91:21 <b>cited</b> 16:14 <b>city</b> 53:17 57:24 <b>civil</b> 24:24 29:2 <b>cladding</b> 20:22 <b>claiming</b> 89:2,4 <b>clarify</b> 56:2 82:24 <b>clause</b> 52:2 <b>clean</b> 10:22 72:6 <b>cleaned</b> 26:19 50:19 50:20 <b>cleaning</b> 27:25 <b>cleans</b> 70:16 <b>clear</b> 15:4 78:11 <b>clearly</b> 83:15,20 <b>client</b> 8:20 9:20,22 45:15 78:4 <b>client's</b> 10:1 <b>clients</b> 37:7 <b>cliffs</b> 1:1,3 2:6 11:24 51:5,6,10 52:21 63:7 64:3 66:12 72:13 74:13 75:4,20 <b>climate</b> 47:8 <b>clogged</b> 27:20 <b>close</b> 44:5 57:23 58:22 86:2,4 92:21 <b>club</b> 44:6,12 46:10 49:16,17 <b>coast</b> 25:1 40:4,5 59:11	<b>code</b> 67:8 <b>codes</b> 76:9 <b>collecting</b> 66:17,18 66:21 <b>college</b> 19:10,12 <b>color</b> 3:17,19 <b>colorized</b> 25:24 <b>colors</b> 91:23 <b>columbia</b> 19:12 <b>columns</b> 39:5,6 <b>combination</b> 20:14 <b>come</b> 10:2 16:8 18:18 32:9,10 52:9 57:22 65:7 69:16,18 70:1,22 79:2 85:20 89:25 <b>comes</b> 30:12 61:8 65:25 78:22 <b>comfortable</b> 78:1 <b>coming</b> 9:3 27:13 58:6 80:8 <b>commencing</b> 1:4 <b>comment</b> 67:8 69:25 70:2 <b>comments</b> 4:17 62:15 63:3 71:3,5 83:9 92:22 <b>commercial</b> 49:7 71:20 <b>commission</b> 94:22 <b>commitment</b> 10:3,4 60:13 <b>committed</b> 9:22 <b>committee</b> 8:17 64:7 <b>community</b> 21:2 <b>company</b> 25:4,5 84:2 <b>compatibility</b> 14:19 <b>complain</b> 69:19 <b>complained</b> 70:20 <b>completed</b> 26:1 44:10 <b>completely</b> 67:17 <b>completion</b> 8:16 15:6	<b>compliance</b> 26:21 <b>complicated</b> 4:15 8:11 <b>comply</b> 69:6 <b>component</b> 46:2 <b>components</b> 46:4,6 <b>composite</b> 20:10 <b>computer</b> 20:10 <b>concentrate</b> 85:19 <b>concern</b> 9:11 <b>concerned</b> 8:19 9:15 10:6,6 63:6 64:2,5 69:16,19 <b>concerns</b> 8:18 9:1 9:11 21:1 28:4,7 <b>concessions</b> 5:13,15 <b>condition</b> 9:12 12:9 15:7,24 22:4 23:24 47:3,7 50:22 53:6 53:15,16 <b>conformance</b> 28:14 <b>conforming</b> 14:25 15:16 <b>confronting</b> 68:2 <b>confused</b> 41:18 <b>connections</b> 59:5 <b>consensus</b> 28:6 <b>consent</b> 14:20 15:11 42:15 <b>consider</b> 53:19 60:24 <b>considered</b> 66:6 <b>contacted</b> 59:9,10 59:12,13,13 <b>container</b> 71:2 <b>containers</b> 82:20 <b>contend</b> 11:2 <b>contending</b> 6:7 <b>continuation</b> 7:7,14 18:6 90:5 91:16 <b>continue</b> 15:5,9 32:4 37:15 40:24 51:9 85:24 92:14,15 <b>continued</b> 7:1 40:10 49:2,7 58:3 74:22
--	--	--	---

<p>83:10  <b>continues</b> 12:15  <b>continuing</b> 17:19          69:5  <b>continuously</b> 12:17          48:8  <b>contract</b> 31:15,17  <b>contractor</b> 10:16  <b>contribute</b> 43:13  <b>control</b> 30:3 47:8          78:6 94:24  <b>conversation</b> 17:11          87:10 89:13  <b>conversations</b> 57:25          58:3  <b>copies</b> 55:10,14  <b>copy</b> 11:11 58:18  <b>corner</b> 20:5 21:19  <b>corporation's</b> 20:15  <b>correct</b> 21:5 22:11          22:12,14 23:1 25:5          26:20,21 28:9,10          30:1,10,15 31:24,25          32:19 33:6,10,15,16          33:20 39:13,14,16          39:17,21,25 40:9,12          40:15,20,22 41:3          42:13 43:10,12          44:17,24,25 52:10          52:13,16 54:3 57:4          58:5,7,8,10,11,14          60:1,4,15,23 61:14          62:2,3 63:4 66:9          68:12 70:5 71:24,25          72:4,7 87:23  <b>correcting</b> 27:24  <b>cos</b> 74:13  <b>cost</b> 71:19  <b>costly</b> 61:6  <b>council</b> 89:14 92:17  <b>councilman</b> 1:16  <b>counsel</b> 2:4 76:20  <b>county</b> 29:22 94:4  <b>couple</b> 11:7</p>	<p><b>course</b> 20:16,17  <b>court</b> 1:22 16:12          94:21  <b>create</b> 17:25 61:4  <b>credentials</b> 19:7  <b>critical</b> 57:17  <b>curb</b> 9:19 27:7 70:7          71:14  <b>curbing</b> 26:23  <b>current</b> 26:20 43:1  <b>currently</b> 22:6  <b>cushman</b> 59:22  <b>customer</b> 20:19  <b>customers</b> 46:22          47:6,16,19  <b>cut</b> 7:2 89:9  <b>cypress</b> 27:1  <b>cyprus</b> 10:13</p>	<p>32:14 33:22,24 34:1          35:18,20,22 39:20          40:16,18,24 41:2          42:19,22 43:2,5          44:4,19,20 45:19          46:5,7,8 47:12          49:17,25 50:5,7,15          52:12 53:21,22 57:6          57:18,19,23 58:1          59:25 60:3,6,9,10          60:12,14 62:1,9          65:19 83:21 89:3          91:21  <b>dealerships</b> 23:14          32:6,21,24 45:12          59:1,9,12 62:5          74:18  <b>dealing</b> 32:16 45:25          91:6  <b>debate</b> 76:20  <b>debris</b> 70:17 71:1  <b>december</b> 12:17  <b>decide</b> 83:5  <b>decided</b> 12:12  <b>decides</b> 16:2  <b>deciding</b> 12:21  <b>decision</b> 44:16  <b>defend</b> 16:21  <b>definitely</b> 46:20          68:11  <b>definitive</b> 46:18  <b>degree</b> 19:10  <b>deminutus</b> 7:23  <b>dennis</b> 15:5  <b>department</b> 75:4          88:19,21  <b>depict</b> 21:20  <b>depicts</b> 23:24 24:1          25:23  <b>deplorable</b> 9:13  <b>deposit</b> 39:10  <b>describe</b> 17:5 25:22          39:6  <b>description</b> 3:12</p>	<p><b>design</b> 19:19 20:14          20:15 27:22  <b>detail</b> 18:3  <b>determination</b>          85:23  <b>determine</b> 83:1,9          85:2  <b>determines</b> 87:14  <b>determining</b> 85:6  <b>detracts</b> 9:13  <b>developer's</b> 10:18  <b>devoted</b> 14:25 15:16  <b>different</b> 29:24          34:22 37:7 39:23          45:22 46:19 59:5,13          60:8 61:1,15 74:20          88:24 90:15  <b>differently</b> 44:7  <b>difficulty</b> 23:17  <b>digitally</b> 20:12  <b>dimension</b> 20:13  <b>direct</b> 23:12 50:14          94:24  <b>directed</b> 65:15  <b>direction</b> 7:13 33:5  <b>directly</b> 67:16 89:7  <b>disappointed</b> 73:20  <b>disclose</b> 64:21 80:7  <b>disconnecting</b> 76:6  <b>discontinued</b> 35:11          53:2  <b>discuss</b> 87:2  <b>discussed</b> 9:20  <b>discussing</b> 82:25  <b>discussion</b> 5:17          17:10 89:21  <b>discussions</b> 4:18  <b>distinction</b> 14:16  <b>document</b> 11:7 20:9          38:21,25 55:15  <b>doing</b> 6:17 7:10 9:2          29:8 59:16 64:9          74:7  <b>dollars</b> 61:24</p>
<p><b>d</b></p>		<p><b>d</b> 3:1 24:9 29:12,16          83:2 85:3,23 86:20          89:16 90:3,12  <b>d2</b> 7:23  <b>dad's</b> 25:6  <b>danielle</b> 11:22  <b>danny</b> 38:15  <b>date</b> 26:3,4 39:5,9          41:25 56:14,15  <b>dated</b> 11:9 13:1 26:4  <b>day</b> 6:25 53:10 68:5          68:5 83:15 87:6          94:17  <b>days</b> 60:22  <b>deal</b> 52:2 86:9,11,15          90:9,10 91:1  <b>dealer</b> 91:22  <b>dealers</b> 46:21,23          47:5 61:13  <b>dealership</b> 5:2,3,14          5:24,25 6:15,19 7:2          7:4 12:4,16 13:12          15:6,22 21:8,11,11          21:12,13 22:14          28:23,25 31:22 32:5</p>	

<p><b>don</b> 38:6  <b>door</b> 17:3 53:25  70:13,18  <b>doubt</b> 84:6  <b>dpw</b> 69:20  <b>drain</b> 72:3  <b>dramatically</b> 8:25  <b>drawing</b> 26:3  <b>drawings</b> 25:11  <b>drive</b> 24:14,19 83:14  83:17 84:9  <b>drivers</b> 47:15  <b>duly</b> 18:19 24:9  29:13 94:9</p>	<p><b>electricity</b> 35:9 47:8  52:22  <b>ellis</b> 59:22  <b>emergency</b> 92:18  93:1  <b>emmanuel</b> 3:8  <b>emmanuel</b> 81:24  <b>empty</b> 80:11 81:10  <b>enclosed</b> 67:16,18  <b>encompasses</b> 26:16  <b>engaged</b> 23:16  <b>engineer</b> 1:18 7:9,10  17:5 18:1 24:24  25:10,14,15 29:2  90:17</p>	<p><b>everybody</b> 8:9 17:6  21:14 22:1,4 53:18  69:15,21 85:25  <b>exacerbation</b> 53:9  <b>exact</b> 84:5  <b>exactly</b> 54:17 82:4  <b>examination</b> 19:6  24:18 94:8,10  <b>examined</b> 18:20  24:10 29:13  <b>example</b> 15:25  <b>excited</b> 20:21  <b>excuse</b> 51:2 63:8  67:21 68:3 70:24  76:19,23 77:9,20  80:13,18 82:10</p>	<p><b>extension</b> 90:20  <b>eye</b> 26:2</p>
<p style="text-align: center;"><b>e</b></p>	<p><b>engineering</b> 24:16  24:24 25:3,10</p>	<p><b>excited</b> 20:21</p>	<p style="text-align: center;"><b>f</b></p>
<p><b>e</b> 1:11,11 2:1,1 3:1  3:11 24:9,12 29:12  29:12,16 38:12  58:18 94:1  <b>early</b> 5:4  <b>easily</b> 28:24  <b>east</b> 25:1 40:4,5  59:10 71:21  <b>eastwood</b> 1:13 34:6  34:9,13,16,20,24  35:2,6,9,12 46:10  46:13,16,21 47:2,5  47:18 49:13 51:18  52:17,20 61:9,12  62:20 65:4 66:25  71:3 83:12 84:9  92:16,20  <b>easy</b> 53:5,5  <b>educational</b> 24:22  <b>edwin</b> 1:12  <b>effect</b> 27:13 50:10  73:14  <b>effort</b> 53:4 58:25  <b>efforts</b> 59:8,24  <b>eight</b> 24:25 50:10  57:8  <b>either</b> 43:1 45:4  85:13</p>	<p><b>englewood</b> 1:1,3 2:6  11:24 40:17 49:15  51:5,6,10 52:21  63:6 64:2 66:11  72:13 74:12 75:4,20  <b>enhance</b> 27:12  <b>enhanced</b> 27:17  <b>enhancing</b> 14:19  <b>enormous</b> 91:24  <b>enter</b> 38:3  <b>entered</b> 32:14  <b>entire</b> 9:19 46:2,14  64:7 87:19  <b>entirety</b> 83:5  <b>entity</b> 30:17 31:2  43:8  <b>equinox</b> 46:11,13  61:9 65:5,7  <b>esquire</b> 1:18 2:7  <b>establish</b> 36:5  <b>establishments</b>  67:13  <b>estate</b> 51:19  <b>et</b> 12:1 19:19 27:19  65:3  <b>european</b> 57:19  <b>evening</b> 4:14,21 6:3  6:24 8:15 69:4 74:8</p>	<p><b>exhibit</b> 3:13,14,16  3:17,19,20,21,22  11:10,13,15,17  12:22,23 14:6 20:3  20:4,6 21:19 25:20  38:17,19,24 39:3,4  39:23 55:22,24,25  <b>exhibits</b> 3:24 11:7  17:25 93:7  <b>existed</b> 12:4  <b>existing</b> 6:12,14,22  7:7,14 11:3 12:9  13:21 18:7 20:16  21:22 22:2 28:12,14  33:18 66:4 88:10  <b>exists</b> 23:25 26:9  <b>expand</b> 92:6  <b>expanded</b> 85:22,22  <b>expanding</b> 7:19  <b>expansion</b> 32:8 90:9  91:9,17,18,25 92:3  <b>expect</b> 51:19 89:22  <b>expires</b> 94:22  <b>explain</b> 4:15,23 7:9  66:10  <b>explanatory</b> 70:9  <b>explored</b> 21:22  <b>exploring</b> 65:9</p>	<p><b>f</b> 1:11 94:1  <b>facade</b> 26:16  <b>face</b> 83:16  <b>facilitating</b> 22:14  <b>facilities</b> 17:3  <b>facility</b> 15:7 32:2  <b>facing</b> 83:17  <b>fact</b> 13:9 23:15  57:20 86:11  <b>factor</b> 51:11  <b>facts</b> 6:10,11 18:6  58:17 84:11  <b>familiar</b> 28:16,19  <b>family</b> 25:4 30:14,21  <b>fantastic</b> 20:24  <b>far</b> 47:8 89:12  <b>father</b> 25:5  <b>favor</b> 62:23 86:7  <b>fca</b> 1:7 2:4 4:3,5  71:12,14  <b>february</b> 32:22,23  35:1 40:10  <b>feel</b> 22:4 29:8 77:25  86:18,25 87:5  <b>feeling</b> 6:10 77:13  78:1  <b>feet</b> 7:21 8:1 10:12  10:12 26:16 30:2,4  51:10,16 91:4  <b>fehre</b> 1:12 4:1 7:18  8:3 18:13 19:25  21:25 25:16 55:8  56:2 60:24 62:13,18  62:21,23,25 63:4  65:14 69:9 72:10  73:9 77:23 78:8  80:1,4,23 81:22  83:8 85:2,5,8,10,14  85:20 86:7,22 87:21  87:24 89:11,20 90:3  90:20,24 91:3,15</p>

<p>92:6,13,19,21 93:3  <b>felt</b> 56:25  <b>fence</b> 67:17 68:12,15          68:17,18 70:4,17          71:8,12  <b>fences</b> 68:7  <b>fencing</b> 26:23  <b>fga</b> 58:7  <b>fiat</b> 57:21,25 58:4,9  <b>fifteen</b> 82:7  <b>fifty</b> 42:24 64:16  <b>fight</b> 33:15  <b>fighting</b> 33:4  <b>file</b> 79:8,19 80:10,11          81:8,17  <b>filed</b> 79:5,10 80:7,8          81:10,11,16  <b>filing</b> 79:5  <b>financially</b> 61:6  <b>find</b> 52:12 60:3          88:23  <b>fine</b> 20:5 77:23          89:24 90:18  <b>finish</b> 17:14 18:4          73:24 75:9 79:17,21          80:2,23 89:12  <b>finished</b> 17:12 32:2          46:9 79:23 87:16,17  <b>finishes</b> 89:20  <b>finishing</b> 90:1  <b>fire</b> 35:12 47:7          52:23 75:20,24 76:3          76:4,5,8,13 78:16          78:19 88:20  <b>firm</b> 19:16  <b>first</b> 7:6 11:7,8          16:25 18:9,17 23:15          40:8 58:13 73:12          78:20 85:11 86:2          90:23,25 91:2,11  <b>fitness</b> 46:10 61:10  <b>five</b> 22:23,24 61:16          67:2  <b>fix</b> 53:9</p>	<p><b>fixed</b> 4:10 26:19  <b>flooded</b> 50:25  <b>floor</b> 21:15  <b>flow</b> 27:8  <b>flowing</b> 71:15  <b>focus</b> 23:8  <b>focused</b> 17:19,22  <b>focussed</b> 73:13  <b>folks</b> 51:20  <b>follow</b> 40:2 51:3          88:7  <b>following</b> 14:25          15:16 16:23 25:6  <b>follows</b> 18:20 24:10          29:13  <b>foolish</b> 7:25  <b>foot</b> 8:1 67:17 92:5  <b>footsteps</b> 25:7  <b>foregoing</b> 94:23  <b>forget</b> 75:3  <b>form</b> 48:2  <b>format</b> 39:24  <b>forth</b> 94:9  <b>forward</b> 4:21 5:24          6:6 7:17 10:23,25          17:18 24:2 33:15          44:21 86:21 89:25  <b>found</b> 9:10 12:2          66:7  <b>four</b> 41:20 67:14  <b>friendly</b> 20:24 21:2  <b>front</b> 8:22 23:25          27:11 32:12 84:10          90:8 92:5  <b>full</b> 7:3,12  <b>fully</b> 30:8  <b>functioning</b> 28:1  <b>furniture</b> 34:22  <b>further</b> 12:18 14:14          24:4 29:4 34:4,19          62:11 87:4 94:12  <b>future</b> 26:11</p>	<p style="text-align: center;"><b>g</b></p> <p><b>garbage</b> 82:18,19  <b>gas</b> 49:22  <b>gates</b> 67:18  <b>geiger</b> 63:2,5,5,10          63:13,16 64:1,6,11          64:15,20,24 65:2,16          66:6,10,18,23 67:8          67:11,23 68:4,10,13          68:19,22 69:1,5  <b>general</b> 92:22  <b>generated</b> 20:11  <b>generic</b> 15:3  <b>getting</b> 4:9 23:17          80:20  <b>gieger</b> 3:6 83:11,11          83:25  <b>giordano</b> 38:6 40:6          59:12 67:5  <b>give</b> 9:21,22 10:2,19          13:12,24 16:19          38:15 59:7 63:16          64:16,18 84:5 87:4          87:9  <b>given</b> 6:23 13:20          53:3 94:10  <b>gives</b> 13:16  <b>giving</b> 6:19 10:3          69:25  <b>gladly</b> 81:2  <b>glasses</b> 53:7,8,10  <b>go</b> 4:20 6:6 7:12,16          10:12,25 11:1,2          12:10 13:6 15:2          18:2,8,9 25:18          28:11 29:6 44:21          51:15 53:7 74:19          75:3 78:8 84:16          89:12,25 90:11,15          90:19  <b>goes</b> 9:17 12:18          14:17,18 78:16  <b>going</b> 4:17,20 5:24          6:6 7:12 8:11,12</p>	<p>10:4,11,16 11:8,10          11:24 14:2 16:3,18          16:25 17:10,15,15          18:1,3,4,4,15,16          20:3,23 21:3 22:11          24:2 25:19 29:6          33:15 38:16 46:13          46:17 51:18 55:8          57:18 66:4 70:3,6          71:6,7,12,14,18          72:2,5 73:18,18          77:10,24 79:13          82:12,13,17,19          84:19 85:10 86:20          89:8,13,14,15 90:22          90:24  <b>good</b> 4:14 10:21          55:4 68:24 69:21          80:21 83:8 86:18  <b>gotten</b> 54:4  <b>graduated</b> 19:10,12  <b>grant</b> 7:23  <b>granted</b> 13:15,16          48:20  <b>great</b> 20:20  <b>greater</b> 92:8  <b>group</b> 38:6 40:4,5,6          57:21 58:9  <b>grow</b> 10:12  <b>guess</b> 84:22,23  <b>gut</b> 6:9</p> <p style="text-align: center;"><b>h</b></p> <p><b>h</b> 3:11 24:9,12 29:12  <b>hall</b> 69:20  <b>hand</b> 55:17 73:14          94:17  <b>handled</b> 5:8  <b>happen</b> 17:12 32:23  <b>happened</b> 5:8 6:25          17:1 32:6  <b>happening</b> 16:23          28:8  <b>happens</b> 9:20</p>
---	---	--	--

<p><b>happy</b> 92:11  <b>hard</b> 70:19  <b>head</b> 46:4 63:14  78:8  <b>health</b> 44:6,12  <b>hear</b> 80:1  <b>heard</b> 12:11 15:21  63:1 79:4 86:15  <b>hearing</b> 5:20 8:16  14:4 17:18 93:10  <b>heat</b> 52:23  <b>heated</b> 93:9  <b>held</b> 12:2  <b>help</b> 8:6,9 70:18  81:12  <b>hereinbefore</b> 94:9  <b>hereunto</b> 94:16  <b>hey</b> 13:19  <b>hi</b> 73:10  <b>high</b> 19:9 22:20,22  57:18  <b>highlighting</b> 14:7  <b>hipolit</b> 1:18 4:10  37:22  <b>history</b> 21:3,4 28:16  31:10  <b>hold</b> 74:24  <b>holding</b> 6:2 12:8  <b>home</b> 55:2 59:11  68:6  <b>homework</b> 55:3  <b>honda</b> 32:17 40:7  <b>honestly</b> 23:8 34:18  <b>hope</b> 4:8  <b>hopefully</b> 18:5 88:4  <b>horrible</b> 47:3  <b>hostility</b> 78:3  <b>house</b> 49:2,4 57:7  <b>houses</b> 10:7,9  <b>hundred</b> 64:16  <b>husband</b> 63:24</p>	<p><b>identical</b> 15:23  <b>identification</b> 11:14  11:16,18 20:7 25:21  38:18,20 56:1  <b>identify</b> 18:21 38:21  38:25 59:19 64:10  <b>image</b> 61:4,4  <b>immediately</b> 30:23  <b>important</b> 57:23  61:4  <b>importantly</b> 9:8  <b>imposing</b> 78:4  <b>impossible</b> 61:3,6  <b>imprints</b> 36:24  <b>improvement</b> 70:11  70:12,13  <b>improvements</b> 9:24  <b>inch</b> 70:6  <b>inches</b> 77:11  <b>income</b> 80:8,11,20  81:8,11,14,18  <b>incorporate</b> 27:23  <b>incredible</b> 70:11,12  70:12  <b>indisputable</b> 6:11  <b>individual</b> 13:23  48:24  <b>industry</b> 57:17  <b>informal</b> 8:17  <b>information</b> 34:7,9  59:8 80:9 83:14,16  83:19 87:1  <b>initial</b> 14:21 15:13  82:14  <b>inquiry</b> 21:4  <b>inside</b> 23:1,21 37:8  47:24,25 53:1,2  66:24 67:5,6 73:2  <b>inspect</b> 78:18  <b>inspected</b> 75:20  76:1  <b>inspection</b> 75:22  76:4,11,13 78:19,22  <b>inspector</b> 33:1 75:20  75:24 76:4,5,8,15</p>	<p>78:16  <b>instructed</b> 23:11  33:11,14  <b>instruction</b> 28:3  <b>instructions</b> 60:2  <b>intend</b> 44:18 62:7  <b>intended</b> 33:21  43:13,20,25 44:1,23  50:16 91:20  <b>intent</b> 40:23 44:7,7  44:10 62:8  <b>intention</b> 6:19 52:12  57:13,15  <b>interactions</b> 45:1  <b>interest</b> 30:24 43:1  <b>interested</b> 94:14  <b>interesting</b> 92:9  <b>interfere</b> 52:11  <b>interference</b> 33:17  <b>interrupt</b> 17:8 76:24  77:7,10  <b>interrupted</b> 74:10  <b>interruption</b> 73:25  <b>interruptions</b> 73:20  <b>intimidated</b> 77:13  <b>inventory</b> 8:4 91:24  <b>investigate</b> 87:5  <b>inviting</b> 57:22 58:19  <b>involved</b> 22:19  <b>issue</b> 12:12 56:14  73:16 79:18 82:14  82:25 85:13 87:19  87:21 88:24 89:3  90:8,12 91:9,19  92:4,5,16  <b>issued</b> 56:11,13  <b>issues</b> 4:18,24 10:5  52:21 61:15,15  82:18 87:3 88:9  <b>item</b> 4:1 8:6 67:14  <b>itl</b> 30:18,19</p>	<p><b>j.p.</b> 1:16  <b>january</b> 12:5 39:12  94:22  <b>jersey</b> 1:3,22 2:6  19:2,15 24:20,25  63:20 94:3,7,22  <b>job</b> 1:24 55:4  <b>jobs</b> 53:18  <b>joe</b> 29:10  <b>john</b> 2:7 49:5 72:12  88:12 93:5  <b>joke</b> 14:1  <b>joseph</b> 3:4  <b>jschepisi</b> 2:8  <b>judging</b> 83:4  <b>judgment</b> 87:6  <b>judicata</b> 12:7 15:20  <b>july</b> 3:14 13:3 14:9  56:21  <b>juncture</b> 87:12  <b>june</b> 13:1,2,2 54:20</p>
<p><b>i</b></p>	<p><b>j</b></p>	<p><b>k</b></p>	<p><b>kahn</b> 1:2  <b>kanter</b> 51:25 52:1  <b>kates</b> 1:18 4:19 6:5  6:13 7:13,16 11:4  15:18,22 16:13,15  16:20 17:21 18:21  18:24 19:3 24:11,13  24:15,17 26:3,5  29:14,17,20 51:20  52:1,8,11,14 54:25  55:10,11,14,20,23  58:20,24 59:3,7,15  59:19,24 60:2,11,16  60:21 64:9,13 66:21  67:3 69:3,13,23  71:4 72:1 78:5  82:10,14 85:4,7,9  85:12 87:4,8 90:7  90:12,16 91:8,13  92:4,24  <b>keep</b> 10:4 30:6  68:24 72:5</p>
<p><b>ice</b> 17:22</p>	<p><b>j</b> 29:12</p>		

<p><b>kids</b> 30:20 53:7  <b>kiky</b> 1:15  <b>kilmartin</b> 1:14              35:15,19,22,25 36:3              36:12,21 37:1,4,10              37:13,17,20,25 38:3              38:7 57:9,13 58:15              62:22 86:6  <b>kim</b> 1:15  <b>kinds</b> 59:14  <b>knee</b> 4:9  <b>know</b> 20:19 31:20              34:15 37:25 41:8,14              42:19 45:11 49:24              50:11 52:5,7,20              53:13,15 54:7 57:10              59:5 63:19 64:20              67:6 68:6,11,21              69:15 73:16 74:9              78:14,17,22,25 79:4              79:11 83:6,19 88:6              91:18 92:11  <b>knowing</b> 57:14  <b>knowledge</b> 29:1  <b>known</b> 20:22  <b>knows</b> 8:15</p>	<p><b>larry</b> 3:3 18:18,18              18:23  <b>late</b> 5:4 20:17 86:10  <b>lauren</b> 1:13  <b>lauzon</b> 13:11,24              15:5  <b>lauzon's</b> 14:13  <b>law</b> 6:13 16:9,23              63:21 72:16  <b>lead</b> 58:16  <b>leading</b> 73:21  <b>lease</b> 46:13 53:4  <b>leased</b> 52:18  <b>leases</b> 32:15 38:7,9              60:11  <b>leave</b> 46:8 83:23              92:16 93:4,7  <b>ledger</b> 38:22  <b>lee</b> 1:16  <b>left</b> 5:6 21:19 34:17  <b>leg</b> 77:16  <b>legal</b> 14:24 15:10,15              87:7  <b>letters</b> 57:21 58:5,18  <b>level</b> 34:21  <b>leyland</b> 10:13 27:1  <b>leyman</b> 59:21  <b>liberty</b> 14:7  <b>license</b> 19:11  <b>licensed</b> 19:14,22,23              24:24 25:1,14 63:21              88:8  <b>lifts</b> 35:3 41:6,7,14              41:21 42:11 51:21              52:3,6,15  <b>lights</b> 10:6,7,8 71:8  <b>line</b> 26:23 79:14,24  <b>list</b> 64:18  <b>listen</b> 45:10  <b>listening</b> 4:17 73:20  <b>little</b> 8:17 22:1 24:21              25:3 41:18 44:6              58:16 59:7 74:20              90:14 91:2 93:9</p>	<p><b>live</b> 67:12,19,21,22              67:25 69:16,22              70:22,24 81:25 82:2              82:3  <b>living</b> 82:5  <b>llc</b> 1:7 2:4 4:3,5 31:3              31:4  <b>llc's</b> 29:25  <b>located</b> 84:4  <b>location</b> 36:13,13              37:5,14,15 42:18              43:1 65:6  <b>logistics</b> 4:19  <b>long</b> 16:19 18:15              22:22 31:14  <b>longer</b> 6:16 16:3  <b>look</b> 17:17,17 26:2              45:12 46:2 51:15              69:17 84:10  <b>looked</b> 80:10  <b>looking</b> 10:23 39:3              59:25 61:16,25 62:4  <b>looks</b> 69:18  <b>lose</b> 90:7  <b>lot</b> 1:9 4:3,6 14:20              14:20,23 15:6,7,8,9              15:11,14,15 20:25              47:13,14 50:4 55:1              55:3 60:12 72:14              74:10 78:3  <b>love</b> 70:22 77:6  <b>lower</b> 21:19 34:20</p>	<p><b>map</b> 67:24  <b>march</b> 1:3 39:15              94:17  <b>mark</b> 1:16 11:7,10              11:20,21 20:3 38:16              59:21  <b>marked</b> 11:13,15,17              20:6 25:20 38:17,19              55:25  <b>marketing</b> 34:6,9              83:13 84:1  <b>marking</b> 11:8 83:16              83:19  <b>marriage</b> 94:14  <b>mary</b> 1:17  <b>master</b> 50:23 51:3  <b>master's</b> 19:13              24:23  <b>materials</b> 20:23  <b>matter</b> 23:15 65:25              68:22 94:15  <b>matthew</b> 1:14  <b>mayor</b> 92:17  <b>mcdonough</b> 88:8              90:2  <b>mclaughlin</b> 2:3  <b>memorrow</b> 3:8              43:20 68:1 73:9,10              73:10,24 74:3,9,17              74:24 75:2,8,10,13              75:16,19,24 76:3,7              76:12,17,22,24 77:4              77:8,13,20 78:10,14              78:25 79:3,9,16,21              80:3,6,16,18,21,25              81:4,7,9,16  <b>mean</b> 39:6,8 56:22              70:22  <b>meaning</b> 12:10  <b>means</b> 39:7,9 94:24  <b>meant</b> 56:25  <b>meet</b> 28:3,6  <b>meeting</b> 1:2 55:9              63:23 92:17,21</p>
<p><b>I</b></p>		<p><b>m</b></p>	
<p><b>I</b> 18:19,19,23 24:9              24:12  <b>laid</b> 51:4  <b>lam</b> 3:3 18:18,21,23              19:22 20:2,8  <b>lampey</b> 16:20  <b>land</b> 52:9 66:14,22              66:22  <b>landlord</b> 75:13              78:15  <b>landscape</b> 8:19              10:16 27:16  <b>landscaping</b> 25:25              26:24  <b>language</b> 5:22  <b>larger</b> 59:23 91:19</p>	<p><b>m</b> 18:19,23  <b>ma'am</b> 63:15  <b>mail</b> 38:12  <b>mails</b> 58:18  <b>main</b> 9:11  <b>maintained</b> 27:4  <b>maintenance</b> 22:8  <b>major</b> 19:13  <b>making</b> 53:8,20              73:22</p>		

<p><b>meetings</b> 8:25  <b>member</b> 77:24  <b>members</b> 3:5 4:7  11:12 17:16 62:24  63:15,17 86:8,17,24  <b>membership</b> 64:8  <b>memo</b> 39:5  <b>memorialized</b> 13:3  <b>mention</b> 18:2  <b>mentioned</b> 13:4  79:12,12 83:12  87:20  <b>mercedes</b> 59:13  <b>merits</b> 83:4  <b>met</b> 9:10  <b>michael</b> 1:18  <b>micro</b> 20:13  <b>mike</b> 55:18  <b>million</b> 30:4 66:13  66:13  <b>mind</b> 4:8 11:19 52:8  <b>mine</b> 55:12 67:11  <b>minimal</b> 69:7  <b>minus</b> 22:7  <b>minute</b> 13:19 17:8  18:16 77:10  <b>minutes</b> 41:5 57:23  <b>mobile</b> 49:22  <b>moment</b> 40:2 86:25  <b>monday</b> 47:3  <b>montage</b> 21:22  <b>month</b> 23:13 39:12  40:14 54:18 60:17  60:17 81:21 88:18  <b>monthly</b> 39:18  <b>months</b> 21:23 31:16  31:16 54:17 57:8  <b>morfesis</b> 3:7 72:12  72:12,18,22 73:1,4  73:8  <b>motion</b> 5:21 62:21  86:3,5  <b>motor</b> 59:11 67:13  67:15</p>	<p><b>move</b> 21:25 33:3,7  35:22 36:7 48:6  57:6,8 58:19 77:14  82:19 86:20  <b>moved</b> 5:6 32:1,4  33:5 35:24,25 36:3  36:12 37:10,11,14  42:11 48:8 49:11  53:24 62:20 82:7  <b>moves</b> 49:6  <b>moving</b> 13:14 57:7  57:11,14  <b>multiple</b> 21:11  55:10,14  <b>murray</b> 12:1</p> <p style="text-align: center;"><b>n</b></p> <p><b>n</b> 2:1 3:1 94:1  <b>name</b> 4:13 18:22  24:11 29:14 35:19  71:1 81:24  <b>names</b> 11:25 64:17  64:21  <b>naturally</b> 59:10 60:5  80:19,20  <b>near</b> 67:19,21  <b>necessary</b> 87:5  <b>need</b> 8:7,7 9:4 12:13  16:15 17:17 30:7  53:1 86:15,25 87:24  88:2 90:6,16 91:23  <b>needed</b> 26:22 28:7  <b>negotiate</b> 31:15  <b>negotiating</b> 31:17  <b>negotiation</b> 32:7  58:13,21  <b>neighbor</b> 10:21  20:24 70:18  <b>neighbor's</b> 10:15  27:2  <b>neighbors</b> 8:14 9:8  10:4,5,14,21 27:9  28:13 50:20 70:14  71:23</p>	<p><b>nervous</b> 78:2  <b>never</b> 6:23 7:1 16:6  32:9,9 33:23 41:23  43:13,18,20,22,24  44:23 48:4,9,14,17  49:11,18,21 50:15  50:16 70:20 88:22  <b>new</b> 1:3,22 2:6 5:6,9  15:6 17:17 19:2,14  19:15 22:14 23:3,21  24:20,25 32:18 34:2  45:3,4 46:4,7 54:12  56:6,9 57:1,2,24  60:12,14 63:19 70:3  70:17 71:8,12,14  74:16 75:2 94:3,7  94:22  <b>night</b> 11:20 57:7  77:16 84:20,21  92:17  <b>nissan</b> 32:16 38:6  40:7 52:18 74:24  75:5  <b>nissans</b> 23:4  <b>nonconforming</b> 6:7  6:12,14,22 7:8,14  7:19 9:6 11:3 12:19  12:20 13:21 14:15  14:15,19,23 15:9,14  16:7 18:7 28:12  33:18 88:11 90:5,21  91:9 92:3  <b>nonuse</b> 5:23  <b>north</b> 26:7 30:23  57:22  <b>northerly</b> 8:7  <b>notary</b> 1:22 94:6,22  <b>notice</b> 14:9 21:17  23:9 27:19 31:18  39:4 60:22  <b>november</b> 3:16 14:6  14:9  <b>number</b> 39:5 55:22</p>	<p style="text-align: center;"><b>o</b></p> <p><b>o</b> 1:11 24:9,12 29:12  29:12,16 94:1  <b>o'shea</b> 1:17 4:12  42:24 48:1,5,10,13  48:18,25 49:6,14,19  49:22 50:1,4,11,23  51:2,12 53:23 54:11  54:15,18,21,24 55:3  55:7,10,12,16 56:2  56:4,10,14,17,20,25  57:4 71:5 84:15  85:1 86:1,9 88:15  90:22 91:1,5,11,14  93:4  <b>o'shea's</b> 88:13  <b>oath</b> 76:12  <b>objecting</b> 79:24  <b>objection</b> 65:1 79:14  <b>obligation</b> 68:24  <b>obtain</b> 52:17  <b>obtained</b> 13:6  <b>obvious</b> 66:16  <b>obviously</b> 89:8  <b>occupancy</b> 3:22  22:8 48:2,6,11,14  48:20,23 49:3,8  52:18,22 55:16 56:5  56:20  <b>occupied</b> 5:3 22:13  72:17,18,19 73:1  <b>occupy</b> 34:16 72:24  <b>occupying</b> 56:23  57:5  <b>offended</b> 80:13  <b>offer</b> 19:22 25:14  30:13 65:25  <b>offhand</b> 42:19  <b>office</b> 11:22 28:2  37:8,8 38:10 45:5  47:17 50:24,25 51:6  51:10 59:11 60:5  79:2</p>
--	--	---	---

<p><b>official</b> 23:11  <b>oh</b> 65:16  <b>okay</b> 18:14 29:9              53:9 62:13 69:9,18              69:20 70:3,20 73:8              73:9 74:17 75:10              80:21 92:23  <b>old</b> 21:24 36:24 57:6              67:5  <b>once</b> 62:16 77:22              79:7 85:24  <b>ongoing</b> 22:9  <b>open</b> 45:7 55:8              57:23 62:19 65:8,17              68:13 90:2 92:22  <b>opened</b> 17:2  <b>opening</b> 16:18,19              45:5  <b>operating</b> 15:22              31:23 35:17 84:8  <b>operation</b> 91:20              92:7,8  <b>opinions</b> 84:12  <b>opportunity</b> 53:17              53:17,18 65:18              86:24 87:4  <b>options</b> 91:22  <b>order</b> 28:7  <b>ordinance</b> 6:1 12:5              12:10,20,21 50:9,9              67:9,16 68:7 69:7  <b>ordinances</b> 28:14              50:5  <b>organization</b> 64:3  <b>original</b> 27:4 48:3,5  <b>originally</b> 4:16              26:25 27:3,6  <b>orthopedic</b> 4:10  <b>outcome</b> 94:15  <b>outside</b> 23:1 47:16              47:24,25 53:1 67:1              83:17  <b>owned</b> 25:4 31:4              43:7,8 79:6</p>	<p><b>owner</b> 5:10,16 6:16              6:21,23 9:2,14              13:10,11,19,23 14:2              16:2 44:9,9  <b>owners</b> 8:23 9:23              14:20 15:8,11 28:3  <b>ownership</b> 30:24              42:25 43:4  <b>owns</b> 30:17 58:9</p> <hr/> <p style="text-align: center;"><b>p</b></p> <hr/> <p><b>p</b> 2:1,1 29:12  <b>p.a.</b> 2:3  <b>p.m.</b> 1:4 93:10  <b>packed</b> 23:18  <b>page</b> 3:2,12 12:3              14:10,17 15:2 26:8  <b>paid</b> 39:18,19  <b>papers</b> 33:2  <b>paragraph</b> 15:4  <b>park</b> 1:16  <b>parked</b> 47:24,25              49:16 52:25 60:19              66:22 67:5  <b>parking</b> 8:4 32:11              32:17,18 34:2 37:16              38:4 47:13,14 50:4              52:25 61:16,16,16              73:2  <b>parkway</b> 5:5,5,9,12              5:15,19 13:4,11              17:2 31:23 32:5              34:17 36:7,12,13,15              37:14 39:19,19 40:3              48:15 49:12 57:10              57:14  <b>part</b> 5:18 6:18 9:25              10:1 12:2 27:22              39:20 43:15 44:9              46:14,15 50:9 52:2              58:12 83:21 91:2  <b>partial</b> 46:15  <b>partially</b> 32:11  <b>participate</b> 14:21              15:13</p>	<p><b>parties</b> 94:13  <b>partnership</b> 30:21  <b>partnerships</b> 29:24  <b>parts</b> 46:7  <b>pass</b> 11:11 54:24              68:4 76:3 78:18,23              78:24,24,24  <b>passage</b> 12:5,10  <b>passed</b> 6:1 13:2 14:6              76:8  <b>passes</b> 11:23 13:18              76:10  <b>passing</b> 6:4  <b>paving</b> 26:22  <b>pay</b> 66:2,19 80:15              81:6 88:17,23  <b>paying</b> 32:24 40:17              40:21 61:20 88:17              88:18  <b>payment</b> 40:8  <b>payments</b> 39:24  <b>pe</b> 1:18  <b>people</b> 35:2 45:12              45:20,22 46:25 47:9              55:5 59:5,13,14              64:12,13,16 77:22  <b>percent</b> 47:23 51:11              52:25 66:9 67:1,2  <b>perfect</b> 10:13  <b>period</b> 54:16  <b>permit</b> 56:16 80:14  <b>permitted</b> 49:10              65:8  <b>person</b> 78:21  <b>personal</b> 41:10 52:8  <b>personally</b> 59:15              79:1  <b>perspective</b> 46:1  <b>phonetic</b> 16:20              51:25  <b>photo</b> 21:22  <b>photograph</b> 20:10              21:18,20,21,23  <b>physical</b> 36:25              67:15</p>	<p><b>physically</b> 61:2 92:7  <b>picture</b> 46:2 53:14              70:10  <b>pictures</b> 37:23  <b>piece</b> 15:12 16:1  <b>pigpen</b> 69:18  <b>pipes</b> 27:25  <b>place</b> 47:19,21 50:19              53:11 89:18,19,22  <b>plan</b> 1:8 3:19 4:2,4              9:3 19:4 21:15 24:1              25:24,25 26:25 29:7              50:23 51:4 71:17,22              90:6  <b>planner</b> 18:4,9 51:4              87:20 88:9 90:19  <b>planning</b> 1:1 9:7              12:24 14:4 51:2              65:11  <b>plans</b> 20:13 27:23              28:11  <b>plant</b> 10:14  <b>planted</b> 27:1 71:19  <b>please</b> 18:18,25 19:7              20:2,9 24:11 25:18              29:15 39:6,23 45:15              46:3 63:18 68:14              74:4 77:25 78:5,8              81:2 83:25 84:22,24  <b>pleasing</b> 28:13  <b>plus</b> 22:7  <b>point</b> 7:9 21:14 29:5              34:11 51:21 56:3,4  <b>points</b> 65:4  <b>police</b> 88:19  <b>political</b> 76:20  <b>poor</b> 55:5  <b>porch</b> 90:8 91:2  <b>porrino</b> 1:15 14:1              17:8,14 18:8,14              42:17,21,25 43:4,7              43:11,17,22 44:2              45:1,6,14,17,18,25              62:15 64:22 77:9,14              77:16,19 82:22 86:2</p>
---	--	---	---

<p>86:5,22,23 89:6,10 89:14 <b>position</b> 14:3 <b>positions</b> 87:11 <b>possible</b> 38:11 <b>possibly</b> 58:16 <b>potential</b> 17:11 <b>potentially</b> 45:21 87:4 <b>power</b> 63:22 <b>practice</b> 63:21 <b>precluded</b> 5:23 <b>precursor</b> 24:5 <b>predated</b> 12:4,20 50:8 <b>preexisting</b> 6:7 9:4,5 9:5 <b>premises</b> 5:6,7,9,11 12:3 15:1 37:18,23 44:19,20 <b>prepared</b> 7:16 <b>present</b> 12:20 14:18 18:11,12 42:21 87:19 90:1 <b>presentation</b> 6:4 7:12 26:7 65:20 70:8 89:12 <b>presented</b> 13:8 <b>presently</b> 45:1 <b>president</b> 76:20 <b>press</b> 63:25 <b>pretty</b> 21:24 55:9 <b>preventing</b> 10:1 <b>price</b> 10:17 <b>principal</b> 25:3 57:14 <b>principals</b> 30:19 <b>prior</b> 6:1,2,4 12:4,9 14:10 41:22 48:6 58:24 <b>private</b> 14:1 <b>privy</b> 5:17 <b>probably</b> 57:7 <b>problem</b> 10:18 15:20 85:6</p>	<p><b>problems</b> 27:24 <b>procedural</b> 82:25 <b>proceed</b> 4:21 29:5,9 <b>proceeding</b> 15:13 <b>proceedings</b> 1:2 14:22 <b>professional</b> 1:22 25:14 88:9 94:21 <b>professionals</b> 73:21 <b>proffer</b> 46:7 <b>prohibit</b> 50:5 <b>project</b> 10:24 19:18 19:18 25:9,15 26:1 69:21 <b>proofs</b> 11:5 17:3 <b>proper</b> 67:18 <b>properties</b> 8:24 28:9 31:6 71:16 74:13 <b>property</b> 5:10,14,16 5:17,23 6:16,21,21 6:22,25 8:4,7,22,23 8:24 9:2,3,9,12,14 9:16,17,23,24 10:15 11:3 12:16 13:5,6,7 13:9,10,14,19,20,22 13:23 14:2,11,13,14 16:1,3,24 17:1 22:17,18,25 23:4,5 23:8,12,13,16,18,19 24:1 26:23 27:2,2,7 27:12,17,18,20 28:3 28:4,8,17 29:21 30:16,17 31:18 32:5 32:6,7,15,20,21,25 33:3,19,22,25 37:24 40:19,21,24 41:1,6 41:7,10,16,17,19,22 42:3,3,7,12,12,18,20 44:4,12 45:3,21 47:21,22 48:15,16 48:23,24,25 49:1 50:6,13,13,20 51:22 51:24 52:9,18 53:4 61:20 62:9 65:20 67:14,19,22,22 68:4</p>	<p>68:6 70:11,13 71:15 71:18,20,21 78:17 82:5,8,17,17 83:18 <b>proposal</b> 17:17 26:2 <b>proposed</b> 3:17 21:18 27:3 <b>proposing</b> 26:10 <b>prospective</b> 44:12 44:14 46:1 <b>protected</b> 10:9 <b>prove</b> 12:11 <b>provide</b> 12:14 <b>public</b> 1:22 3:5 24:7 62:19 80:9 82:23,24 86:2 88:3 94:6 <b>pump</b> 70:19,20 <b>purchase</b> 41:22 52:1 <b>purchased</b> 51:22,24 <b>purpose</b> 5:2 26:7 28:22 31:19 32:21 34:1 77:2 <b>pursuant</b> 15:9 <b>pursued</b> 57:20 <b>put</b> 5:25 7:8,9 8:21 9:18 10:24 11:2,4,6 14:12 16:8 17:4,5 18:3,4 20:3,4 25:19 57:18 70:3,6,19 71:12,14 72:2 87:13 92:7 <b>putting</b> 9:23 10:11 10:18 17:4 26:22 87:7</p> <p style="text-align: center;"><b>q</b></p> <p><b>qualified</b> 19:3 <b>quality</b> 27:12 51:19 <b>question</b> 6:8,9 7:4 7:13,18 15:21 17:9 17:19 22:5 35:15 36:11 43:11 45:10 45:15,17,18 46:8 48:12 50:18 61:18 63:1,25 65:12,23 66:16 67:3 68:14</p>	<p>69:23 71:4,9 73:2 74:4 77:2,7 78:2,7,9 78:21 79:22 80:2,14 81:12,13,23 82:11 83:24 87:7,7 88:13 89:8,21 92:10,25 <b>questioning</b> 79:14 79:24 <b>questions</b> 24:4,6 29:4,9 34:4 41:4 54:2 62:13 63:2 65:3,23 70:2 71:3,5 72:1,11 73:12,18 74:2,5 77:5,6,12 78:1 80:4,23 81:3,3 81:4 84:18,19,22 85:16,18 86:16 87:3 88:1,3 90:2 <b>quickly</b> 68:6 <b>quoting</b> 67:15</p> <p style="text-align: center;"><b>r</b></p> <p><b>r</b> 1:11,18 2:1 18:19 18:19 24:9,9,12 29:12,12,16,16 94:1 <b>rain</b> 70:19 <b>raise</b> 65:3 <b>raised</b> 84:18 <b>ran</b> 48:15 <b>read</b> 43:17 <b>ready</b> 12:14 <b>real</b> 37:8 51:19 <b>really</b> 9:4 41:8 53:19 54:23 65:14 71:6 81:1 83:2 84:24 86:18 <b>realty</b> 1:7 2:4 4:3,5 <b>rear</b> 9:1,19,24 23:19 27:2,7 28:3 71:16 <b>reason</b> 44:22 84:22 84:23 <b>reasons</b> 78:15 <b>recall</b> 23:7 54:6 <b>received</b> 56:5</p>
--	--	---	--

<p><b>recognize</b> 12:7  <b>recollection</b> 43:18  43:23 44:3  <b>reconsideration</b>  5:21  <b>reconsidered</b> 5:21  <b>record</b> 94:10  <b>redesign</b> 7:22 8:21  <b>redid</b> 5:22  <b>redone</b> 14:5  <b>reduced</b> 66:12  <b>reference</b> 37:22  <b>referencing</b> 89:4  <b>referred</b> 4:10  <b>regarding</b> 67:12,13  <b>regular</b> 1:2  <b>reimbursed</b> 71:19  <b>reimbursement</b>  10:17  <b>relate</b> 85:4  <b>related</b> 94:12  <b>relating</b> 19:19 87:19  <b>relation</b> 24:21 25:9  <b>relative</b> 86:13  <b>relevant</b> 52:6 86:16  <b>relying</b> 8:3  <b>remainder</b> 46:16  <b>remained</b> 36:13  <b>remember</b> 23:15  34:11,18 37:1,3  38:2 41:25 42:4  54:17 57:16 65:5  75:6 79:9 87:15  <b>removal</b> 41:6  <b>remove</b> 60:14,21  <b>removed</b> 23:12 41:9  41:14,15,22 42:1,2  42:6,7,8,9 51:22  <b>removing</b> 60:25  <b>renault</b> 5:1 12:17  21:8 91:20  <b>renaut</b> 23:11  <b>rendering</b> 3:17  20:11 21:17</p>	<p><b>renderings</b> 19:19  <b>renovate</b> 49:2  <b>rent</b> 3:20 30:6 32:24  33:18 38:12,15  39:18 40:17,21 53:4  65:24 66:1,3,17,18  66:19,21  <b>rental</b> 3:21 38:23  39:1,24 40:8,13  60:5 66:2 80:8,10  80:12 81:11,18  <b>rented</b> 30:8 74:17  75:5 81:20  <b>renting</b> 74:14  <b>repair</b> 46:5 53:8  68:24  <b>repairs</b> 45:8 53:9  <b>repaving</b> 26:22  <b>rephrase</b> 64:1  <b>replacement</b> 88:24  <b>replete</b> 16:10  <b>report</b> 80:15  <b>reported</b> 81:18  <b>reporter</b> 1:22 94:21  94:25  <b>represent</b> 5:10  63:20,23  <b>representation</b> 13:8  <b>representative</b>  21:24 64:2  <b>representing</b> 63:6  63:12,13  <b>reproduction</b> 94:24  <b>requested</b> 66:12  <b>requesting</b> 65:7  <b>required</b> 75:21  <b>requirements</b> 14:24  15:10,15 69:7  <b>requires</b> 74:13 83:1  <b>res</b> 12:7 15:19  <b>resident</b> 64:5 65:6  77:25 78:10  <b>residents</b> 63:6,13  64:2</p>	<p><b>resolution</b> 3:13,14  3:16 5:21,22 11:8,9  11:10,23 12:2,23,25  13:4,15,16,18 14:5  14:10  <b>resolutions</b> 6:5  15:18  <b>resolve</b> 20:25  <b>respectfully</b> 73:19  <b>respond</b> 80:2,24  87:8,9  <b>responsible</b> 19:18  25:10  <b>rest</b> 85:24  <b>restrain</b> 15:8  <b>restraints</b> 10:24  <b>result</b> 22:8  <b>retain</b> 14:22 15:14  <b>retained</b> 3:24 22:20  <b>reverse</b> 14:3  <b>revision</b> 26:6  <b>revisions</b> 26:5  <b>revoked</b> 48:14,17,18  48:19  <b>richard</b> 59:22  <b>rides</b> 83:2  <b>ridge</b> 73:10  <b>ridgewood</b> 16:11  <b>right</b> 6:12,22 9:17  10:24 13:12 15:8  22:5 26:7 30:12  31:8,9,11 33:13,18  34:21 36:5 42:16  47:12 51:15 56:19  62:8 65:22 68:20  70:2,4,25 74:25  75:1,17,18 77:23  78:2 79:19 82:16,25  85:7 87:18  <b>rights</b> 13:20,20  14:23 15:14  <b>road</b> 73:11  <b>robert</b> 12:1  <b>roll</b> 3:20 38:12,15</p>	<p><b>ronald</b> 1:14  <b>room</b> 22:11 64:12  93:5  <b>roster</b> 64:14,15  <b>rubbed</b> 83:13  <b>ruling</b> 79:25  <b>run</b> 13:22 38:6  <b>running</b> 9:15 27:7  35:6,8,10 39:15  <b>runs</b> 9:16 13:21  48:16,22,23,25 49:1  <b>russell</b> 1:15</p> <p style="text-align: center;"><b>s</b></p> <p><b>s</b> 2:1 3:11 29:12  <b>safety</b> 78:15  <b>sale</b> 30:11,13  <b>sales</b> 22:11 37:8  45:4,8,9,11 46:4,5  47:17 67:13  <b>salesmen</b> 37:17  <b>sands</b> 12:1  <b>saw</b> 53:6  <b>saying</b> 12:15 47:20  48:19 54:3 56:10  76:12 89:9 91:5  92:4  <b>says</b> 13:19 36:21  39:24 40:3 53:9  55:18 67:12,14  83:16  <b>scancarella</b> 1:19  36:2 86:3 93:6  <b>scape</b> 8:19,21 9:7  27:11  <b>schepisi</b> 2:3,7 4:7,14  7:20 8:5 11:6,19  16:17,22 17:13,21  17:24 18:11,15 19:6  19:22 20:1 24:4,18  25:13,17 29:4 34:4  34:19 36:5,10,19  38:9,15 39:22 43:15  43:24 45:10,16,24  46:3 47:20 48:12,22</p>
---	---	---	---

<p>49:4,5,11,18,21,24 50:3,8,12,25 51:7 51:14 54:2 55:1,5 55:18,21 56:7,12,15 56:19,22 57:2,5 58:15 62:11 63:8,11 63:15,18 64:4,18,19 65:1,10,12 67:10,21 67:24 68:1,3,16 69:3 70:1,24 71:9 72:20,24 73:3,6,19 73:23 74:1 76:19,23 77:1,6,11,15,21 79:13,17,23 80:17 82:1,2 84:13,17 85:17 86:12 87:15 87:23 88:1,14 89:6 89:10,20,24 90:4,10 90:13,18 92:1,9,25 93:8 <b>schepisi.com</b> 2:8 <b>school</b> 19:9,14 22:21 22:22 <b>science</b> 24:24 <b>scope</b> 46:19 <b>second</b> 62:22,22 82:23 86:6 <b>secondary</b> 91:8 <b>secretary</b> 1:19 <b>section</b> 51:5 67:12 82:23 <b>security</b> 67:18 <b>see</b> 5:1 11:25 17:6 20:11 22:1,1 53:16 53:19 55:7 60:18 68:12 83:15 91:16 91:16 92:24 <b>seeing</b> 4:11,18 17:18 <b>seek</b> 58:25 <b>seen</b> 46:23,25 <b>self</b> 70:9 <b>sell</b> 6:16 34:13 72:25 <b>selling</b> 36:14 37:4 45:19,23</p>	<p><b>sense</b> 4:20 8:10 <b>separate</b> 73:16 <b>separated</b> 4:20 <b>sequence</b> 57:20 <b>serious</b> 58:20 <b>serve</b> 33:1 <b>service</b> 35:4 39:10 46:5 <b>set</b> 10:17 94:9,16 <b>seven</b> 22:7 45:2 51:17 <b>seventy</b> 61:24 <b>shake</b> 46:3 <b>shape</b> 48:2 <b>share</b> 86:24 <b>sheet</b> 71:15 <b>sheets</b> 9:16 <b>shield</b> 71:20 <b>shielded</b> 10:8 <b>shining</b> 10:7,8 <b>shop</b> 16:3,4,8 <b>short</b> 60:13 89:9 <b>show</b> 20:8 37:7 38:16,24 39:22 46:25 47:15,16 55:7 67:24 <b>showing</b> 21:18 22:8 47:9 61:12,19 <b>shown</b> 71:17,22 <b>showroom</b> 45:22 46:5 54:11 <b>showrooms</b> 57:15 <b>shows</b> 26:9 44:8 <b>side</b> 21:17 23:23 68:13,17 71:24 82:7 <b>sides</b> 67:17 <b>sight</b> 90:7 <b>sign</b> 30:6 36:14,17 36:18,21,24,25 37:1 83:12 <b>signature</b> 94:20 <b>signs</b> 30:11 37:24 38:1 51:12 <b>single</b> 68:5</p>	<p><b>sir</b> 22:18 24:22 30:17 31:2 32:20 38:25 39:6,8,13,16 40:3 58:1 65:17 68:22 71:17 72:19 73:6 81:9 <b>sit</b> 50:21 72:25 77:3 <b>site</b> 1:8 3:19 4:2,4 9:3 13:13 17:6,6 23:17 25:24 26:10 26:25 29:7 35:3 47:16 65:8,9,19 68:8 90:6 <b>sitting</b> 4:9 45:20,22 <b>situation</b> 78:6 <b>six</b> 22:23,24 57:8 61:16 <b>slater</b> 12:1 <b>small</b> 26:15 27:15 <b>sold</b> 45:13 <b>somebody</b> 30:12 55:1 61:3,7 63:12 70:21 79:12 86:3 <b>somewhat</b> 8:11 <b>soon</b> 55:9 <b>sorry</b> 5:10 7:20 12:24 14:24 24:20 47:12 65:16 74:11 77:4,19 81:5 93:9 <b>sort</b> 83:13 <b>sought</b> 71:11 <b>south</b> 10:22 13:5,14 36:1 <b>space</b> 30:2,7 48:9 49:7,12 50:24 51:1 65:24 91:24 <b>spaces</b> 30:5 <b>speak</b> 17:23 64:23 64:24 65:2 69:10 <b>speaking</b> 63:19 64:6 64:7 77:22 89:7 <b>speaks</b> 44:6 <b>special</b> 47:13 <b>spell</b> 18:21 24:11 29:14</p>	<p><b>square</b> 7:21 8:1,1 26:16 30:2,4 51:9 51:16 91:4 <b>ss</b> 94:3 <b>stand</b> 8:13,13 63:23 77:21 <b>standards</b> 20:15 <b>standing</b> 77:11,15 <b>standpoint</b> 4:19 <b>stands</b> 8:8 <b>start</b> 11:1 14:2 <b>started</b> 25:5 56:17 60:18 <b>starting</b> 14:10 19:8 19:9 60:25 <b>starts</b> 39:4,12 <b>state</b> 1:22 15:4 16:11 20:23 24:25 48:13 62:7 79:19 94:3,7,22 <b>stated</b> 40:23 45:7 47:17 50:17 52:24 74:21 81:14,15 85:17 <b>statement</b> 3:21 38:22 39:1 43:12 73:22,23 74:1 80:19 82:11,13 <b>states</b> 19:11,23 25:1 48:16 <b>stating</b> 87:11 <b>station</b> 49:23 <b>statutory</b> 14:22 15:8 15:14 <b>stay</b> 14:14 17:19 73:13 <b>stayed</b> 48:7 <b>staying</b> 32:25 <b>steering</b> 64:7 <b>stenographic</b> 1:1 <b>step</b> 16:17 82:22 <b>stepping</b> 17:16 <b>sticker</b> 20:3 25:19 76:13</p>
---	--	---	---

<p><b>stipulate</b> 45:24  <b>stop</b> 16:4 27:8 32:24  71:14  <b>stopped</b> 7:2  <b>storage</b> 6:17 22:13  34:1 40:18 44:5  45:3 46:6 67:15  69:8  <b>stored</b> 23:3,14,21  34:20 50:6  <b>storing</b> 32:18 45:21  60:12 68:8  <b>street</b> 8:19,21 9:7  27:11 51:15 63:5  69:12 72:12 81:25  82:4 83:11  <b>strictly</b> 91:6  <b>stuff</b> 26:24  <b>sturdy</b> 20:20  <b>subject</b> 12:15 13:9  15:15 56:8  <b>sublessee</b> 13:11  <b>submitted</b> 25:11  <b>sudden</b> 16:2  <b>sue</b> 5:18,19 13:24  <b>suggest</b> 43:13 84:9  <b>suggested</b> 89:14  <b>suggestion</b> 18:8  64:22 84:14  <b>suing</b> 13:25  <b>suit</b> 14:2 88:7  <b>suitable</b> 66:8  <b>suite</b> 19:1  <b>superficial</b> 86:17  <b>superimposes</b> 25:25  <b>supermarket</b> 15:24  16:1,2,5,7  <b>supervision</b> 19:20  94:24  <b>supports</b> 68:8  <b>supposed</b> 51:3,5,6,7  74:2  <b>suppression</b> 47:7  52:23</p>	<p><b>supreme</b> 16:12  <b>surace</b> 3:7 69:11,11  69:14,15,25 70:3,6  70:14,25 71:6,10  72:2,5,8 73:15  <b>surace's</b> 71:15,18  <b>sure</b> 17:17 27:25  30:7,8 37:6,12,13  47:14 52:19 54:23  75:14,16 84:5 88:15  <b>surgeon</b> 4:11  <b>suspension</b> 35:12  <b>sworn</b> 18:20 24:10  29:13 69:13 94:9  <b>sylvan</b> 1:9 2:5 4:3,5  4:16,21 8:20,23  27:8,13 29:19 30:17  30:24 31:11 36:2  42:20 43:1,8 45:19  45:20 56:6 61:5  83:17 84:4  <b>system</b> 35:12 47:7  52:23  <b>systems</b> 34:7,9  83:14,16,20</p>	<p><b>taxpayer</b> 79:19  <b>technology</b> 21:1  24:14,19  <b>telephones</b> 61:3  <b>tell</b> 6:24 19:7,10  20:2,9 24:21 39:23  41:7 47:8 67:20  76:14,16  <b>telling</b> 72:20  <b>ten</b> 25:3 50:10 69:17  82:6  <b>tenant</b> 33:7 34:10,12  39:2 44:12,14,15,20  49:6,11 58:6 66:8  74:16  <b>tenants</b> 33:2,2,4  61:13 75:2  <b>tendency</b> 30:5  <b>tenets</b> 51:3  <b>term</b> 60:13  <b>terms</b> 17:9 43:5  60:16  <b>terrace</b> 1:2  <b>test</b> 7:5  <b>testified</b> 18:20 24:10  29:13 46:21 49:13  56:24  <b>testify</b> 16:25 17:25  19:23 45:15 90:14  <b>testifying</b> 47:18  <b>testimony</b> 12:12,13  16:16 41:5,21 43:16  43:16 47:5 85:25  86:15 88:8 90:11  94:10  <b>thank</b> 20:1 25:17  63:14 69:8 72:8,10  78:10,12 79:3 80:3  80:6 82:21 89:10  <b>theater</b> 67:17  <b>theirs</b> 52:9  <b>thing</b> 7:6 10:11  70:21 71:23 87:1,16  93:1</p>	<p><b>things</b> 6:18 10:20  47:11  <b>think</b> 4:19 6:5 7:25  8:18 11:4 17:21  20:23 21:1,23 34:14  36:17,23,24 37:19  42:4,23 43:24 47:11  48:3 49:24 50:1  53:12 54:20 58:22  65:22 67:5 70:8,9  70:15 74:7 75:6,7  75:11,12 76:2 79:7  79:11 81:12 82:16  82:23 83:8 84:1,2,3  84:6,7 86:14,17,19  87:2,6,9,9 89:1,11  93:8  <b>thirty</b> 60:22  <b>thompson</b> 28:2  <b>thought</b> 33:23 41:19  41:24 43:18,22,25  44:2 57:17 73:13  <b>thousand</b> 51:17  53:14 61:17,24  70:10  <b>threatened</b> 5:18,19  13:24  <b>three</b> 15:18 31:16  74:18  <b>threshold</b> 6:8 7:13  85:13  <b>thursday</b> 1:3  <b>time</b> 5:13 11:25 12:2  12:13 13:10 22:22  22:25 23:16 24:5,8  25:13 29:10 33:21  41:9 46:19 49:6,25  60:22 70:19 71:4  74:15 75:23 82:10  85:15,18 87:25 88:2  <b>times</b> 22:18,23,24  23:10 53:13 68:21  68:23 79:5 86:11  <b>today</b> 21:24 23:25  26:10,18 33:9 34:25</p>
<p><b>t</b></p>			
<p><b>t</b> 3:11 94:1,1  <b>table</b> 65:25  <b>take</b> 31:14 44:21  51:8 52:3 69:17  71:6,7 78:6 85:10  89:18,19,22 92:14  93:6,9  <b>taken</b> 14:7  <b>talk</b> 30:16 31:10  34:25 53:12 91:18  <b>talked</b> 70:14  <b>talking</b> 13:25 45:6  84:2 92:3  <b>task</b> 53:5,5  <b>tax</b> 66:12,14 79:5,20  80:7,8 81:17  <b>taxes</b> 61:20,23 66:20  81:6 88:17,18,18,23</p>			

<p>37:23 38:12 49:12 53:6,15 58:6 60:19 <b>today's</b> 21:1 <b>told</b> 52:2 82:19 <b>tomorrow</b> 84:5 <b>toniann</b> 1:22 94:6 94:21 <b>tonight</b> 84:16 85:1 85:13,14 86:15,19 87:13 <b>tony</b> 3:7 72:12 <b>top</b> 10:10 39:24 77:17 <b>topic</b> 73:13 <b>totally</b> 9:18 36:7 <b>town</b> 10:23 12:8 20:25 24:19 25:11 51:4 65:5 72:16,16 <b>toyota</b> 3:23 5:5,6,9 5:12,15,19 7:3 13:5 13:11 17:2 20:19 23:9 31:23 32:8 33:8,9 34:17 35:21 36:4,7,12,15,18,22 37:14 38:5 39:19,19 40:3 42:10,18,21 43:2,5 48:6,7,15 49:12 51:23 52:3,6 53:24,24 54:4,5,8 54:10,21 56:5 57:10 57:14 60:18 74:21 75:3 82:7 83:21,21 84:3,8 91:21 <b>toyotas</b> 23:4 <b>transcribed</b> 1:21 <b>transcript</b> 1:1 94:23 <b>trees</b> 10:11,13 27:1 71:18,20 <b>tried</b> 46:19 53:3 60:7 <b>tripled</b> 27:16 <b>trovato</b> 1:14 <b>true</b> 94:10 <b>trump</b> 61:8</p>	<p><b>try</b> 53:4 69:20 92:10 92:11 <b>trying</b> 9:6 10:19,20 10:21 25:8 37:20 56:3,4 74:10 82:15 83:5 <b>tuesday</b> 84:20,21 85:7,21 88:5 89:19 89:19,22,25 90:11 90:23,25 91:18 92:13,14,24 <b>twelve</b> 53:3 88:19 <b>twenty</b> 50:21 <b>twice</b> 66:25 68:5 83:15 <b>two</b> 4:11 8:9,10 18:16 21:23 31:6,11 31:16 54:2 67:17 75:2 91:15,17 92:14 <b>type</b> 39:5,9 83:1,2 <b>types</b> 15:25</p> <p style="text-align: center;"><b>u</b></p> <p><b>underneath</b> 20:15 <b>understand</b> 22:5 85:5 <b>undisputed</b> 18:6 <b>unfortunately</b> 5:16 29:1 77:1 <b>unlucky</b> 88:25 <b>unoccupied</b> 22:6,10 <b>upset</b> 8:15 <b>usage</b> 37:15 <b>use</b> 6:7,12,14,20,22 7:1,8,15,19 9:5,6 11:3 12:3,19,20 13:21 14:11,13,13 14:15,16,18,19,23 14:25 15:3,3,5,9,14 15:16,24,25 16:7 17:15,19 18:7 28:13 28:25 32:4 33:18,22 33:23,24 39:20 40:24 43:14,19,21 43:23,25 44:19 46:1</p>	<p>48:2,11,21 49:1,9 49:10 50:8,14,14,15 50:16 53:20 60:6 62:6,9 65:8,18 66:3 66:4,5,7,8 69:6 71:20 73:14,15 74:22 83:6,9 86:12 86:14 88:11,19,21 89:3,16 90:5,21 91:7,10 92:3 <b>uses</b> 20:18 21:11 51:8 61:20,25 65:9 <b>usually</b> 39:7,8</p> <p style="text-align: center;"><b>v</b></p> <p><b>vacancy</b> 51:11 <b>vacant</b> 51:16 66:14 81:17 <b>vacate</b> 44:10 <b>vacated</b> 54:1 <b>vacation</b> 14:25 15:17 <b>valid</b> 6:3 76:7,13 81:3,4 <b>value</b> 66:14 <b>variance</b> 7:23 13:7 13:21 83:2,2 85:3,3 85:23 86:20 89:16 <b>variances</b> 1:8 4:2,5 9:5 <b>various</b> 23:14 <b>vegetation</b> 27:5 <b>vehicle</b> 59:11 67:13 <b>vehicles</b> 36:14 38:4 44:5 45:3,4 60:12 67:15 68:8 <b>verbalize</b> 22:3 <b>version</b> 3:19 25:24 27:15 <b>vested</b> 6:21 <b>vice</b> 1:13 <b>view</b> 26:2 <b>villari</b> 1:13 41:4,12 41:18,21,24 42:2,6 42:9,11,14 89:1,18</p>	<p><b>vincent</b> 3:7 69:11 <b>violation</b> 76:16 <b>vis</b> 15:20,20 <b>visit</b> 35:3 <b>visual</b> 27:12 <b>voice</b> 79:14 <b>volkswagon</b> 32:16 38:5 40:6 74:25 <b>vote</b> 14:5 83:6 85:10 85:12 86:19 87:18 89:15,18,19 91:11 91:14 <b>votes</b> 91:15,17 92:14</p> <p style="text-align: center;"><b>w</b></p> <p><b>wait</b> 13:19 <b>waiting</b> 93:4 <b>waiver</b> 7:23 <b>wakefield</b> 59:22 <b>walk</b> 68:5 83:18 <b>want</b> 7:22 11:7 17:4 17:24 50:20,21 51:15 53:16,19 55:4 55:11 64:20,23 65:3 66:1 68:6 70:16 72:24,25 73:13 78:2 78:11 84:16,24 85:12 88:14,20,21 89:12 90:10 91:19 93:6 <b>wanted</b> 13:25 17:22 29:7 43:14 79:4 <b>wants</b> 77:12 85:15 85:15,17 <b>warren</b> 24:20 <b>washing</b> 6:17 <b>water</b> 9:15,16 27:8 35:6,8 47:9 52:22 70:7 71:15 82:9,18 <b>way</b> 16:9,9 18:12 22:7 36:6 53:20 63:22 69:2 78:21 86:12 92:6 94:14 <b>wayne</b> 19:2</p>
--	---	---	--

<p><b>ways</b> 46:19 60:8  <b>we've</b> 15:21  <b>weakness</b> 9:25  <b>weeds</b> 71:1  <b>weeks</b> 4:11  <b>welcome</b> 70:15,15  <b>went</b> 8:20,23 14:14              27:18 36:4,4 40:13              50:9 55:13 66:11              83:20  <b>whereof</b> 94:16  <b>wife</b> 63:25  <b>withdraw</b> 44:15  <b>witness</b> 16:25 18:23              19:1,5 22:15 24:5              24:12,14,16,17 26:4              26:6 29:5,16,19,20              34:5,8,10,14,18,22              34:25 35:5,8,11,14              35:18,21,24 36:17              36:23 37:3,6,11,16              37:19 38:2,5,8,11              38:14 41:8,15,20,23              41:25 42:4,8,10,13              42:16,20,23 43:3,6              43:10 45:5,9 46:12              46:15,18,23 47:4,11              47:23 48:3,7 51:24              52:5,10,13,16,19,24              54:13,16,20,23              57:12,16 58:16,17              58:22 59:2,4,10,17              59:21 60:1,4,15,17              60:23 61:2,11,14              62:12,14,16,17 63:1              65:13,15,22 66:9,15              66:19 67:4 68:2,9              68:11,14,17,20,25              69:10,24 70:5,8              72:4,7,11,17 74:7              74:15,20 75:1,6,9              75:11,15,18,22 76:2              76:5,10,14 77:2              78:13,20 79:1,7,11              80:13,19 81:2,6,8</p>	<p>81:14,20,23 82:11              82:13 83:24 84:1,11              87:17,20 88:7,12,16              92:2 94:8,11,16  <b>witnesses</b> 3:2 73:21              86:13 89:7  <b>woman</b> 63:19  <b>words</b> 43:8,16 53:15              70:10 89:16  <b>work</b> 10:16 55:2              85:15  <b>worked</b> 19:17  <b>working</b> 20:21,24              25:2 31:7 35:13  <b>works</b> 4:12  <b>worth</b> 70:10  <b>written</b> 38:7  <b>wrong</b> 43:12 72:21              72:22 73:7  <b>wrote</b> 57:21 58:18              58:18 74:18</p>	<p style="text-align: center;"><b>z</b></p> <p><b>zoning</b> 5:13 6:1 12:5              12:20 13:20 23:11              28:14 69:7</p>
	<p style="text-align: center;"><b>x</b></p> <p><b>x</b> 1:5,10 3:1,11  <b>xenopoulos</b> 3:8              81:24,25 82:4,12,15</p>	
	<p style="text-align: center;"><b>y</b></p> <p><b>y</b> 18:19  <b>yale</b> 19:13  <b>yeah</b> 13:13 41:11  <b>year</b> 40:11 53:14              58:22,23 61:23              75:21,25 76:10,15              78:22,23 79:2,9  <b>years</b> 16:8 20:22              22:7 25:2,3 31:8              34:11 45:2 50:10,21              53:3 57:16,17 61:21              61:22 69:17 82:6,6              82:7 88:19  <b>yellow</b> 14:8  <b>york</b> 19:14 57:24</p>	



**VIA EMAIL**

January 25, 2016

Borough of Englewood Cliffs  
482 Hudson Terrace  
Englewood Cliffs, New Jersey 07632

Attention: Ms. Cathy Scancarella, Planning Board Secretary

Re: Site Plan Review  
FCA Realty LLC  
100 & 120 Sylvan Avenue  
Block 130, Lot 23 & 24  
Our File No. ECES-1400  
Planning Board Application No. 257K

Dear Ms. Scancarella:

Boswell McClave Engineering (Boswell) is in receipt of the following information relative to the above referenced application:

- A. Application to Englewood Cliffs Planning Board, including application description, dated December 21, 2015.
- B. Site Plan set (6 sheets) entitled, "Preliminary & Final Site Plan for FCA Realty LLC, Proposed Alteration/Renovation, 100 & 120 Sylvan Avenue, Borough of Englewood Cliffs, Bergen County, New Jersey, Block 130, Lots 23 & 24, B-2 Zone; Tax map Sheet #01" as prepared by B. A. Bohler, P.E. of Bohler Engineering, dated 12/28/15, and consisting of the following:

<u>Sheet No.</u>	<u>Description</u>
1 of 6	Cover Sheet
2 of 6	Site Plan
3 of 6	Grading Plan
4 of 6	Landscape Plan
5 of 6	Lighting Plan
6 of 6	Detail Sheet

- C. Survey set (one (1) sheet; Sheet No. 1 of 1) entitled, "ALTA/ACSM Land Title Survey, 100 Sylvan Avenue, Block 130 Lot 23, Borough of Englewood Cliffs, Bergen County, New

Jersey,” as prepared by David b. Dixon, PLS, of Bowman Consulting, formerly Omland Engineering Associates, Inc., dated 12/11/15.

- D. Full Size Architectural Plan set (3 Sheets) entitled, “CDJR Alteration/Renovation, 100 Sylvan Avenue, Englewood Cliffs, NJ 07946,” as prepared by Lawrence Lam, R.A. AIA, of LAM Architecture, LLC, dated 11/13/15, revised through 12/28/15, and consisting of the following:

<u>Sheet No.</u>	<u>Description</u>
A-101	Proposed Preliminary Floor Plans
A-102	Proposed Preliminary Floor Plans
A-103	Proposed Preliminary Ext. Elevations

**It appears that the full size architectural set of drawings is missing one (1) sheet as compared to the half size set contained in Item E below. The Applicant shall provide testimony with regard to this matter and correct this possible discrepancy.**

- E. Half Size Architectural Plan set (4 Sheets) entitled, “CDJR Alteration/Renovation, 100 Sylvan Avenue, Englewood Cliffs, NJ 07946,” as prepared by Lawrence Lam, R.A. AIA, of LAM Architecture, LLC, dated 11/13/15, revised through 12/21/15, and consisting of the following:

<u>Sheet No.</u>	<u>Description</u>
G-101	Architectural Site Plan
A-101	Proposed Preliminary Floor Plans
A-102	Proposed Preliminary Floor Plans
A-103	Proposed Preliminary Ext. Elevations

**It appears that the revision date is different than the drawings presented in Item D. above. The Applicant shall provide testimony with regard to this matter and correct this possible discrepancy.**

- F. Stormwater Management Summary for Proposed Alteration/Renovation, Prepared for: FCA Realty, LLC, Block 130, Lots 23 & 24, 100 & 120 Sylvan Avenue, Borough of Englewood Cliffs, Bergen County, New Jersey,” as prepared by Bradford A. Bohler, P.E. of Bohler Engineering, dated December 2015.
- G. Two (2) color photographs; one (1) of the existing building and one (1) of the altered/renovated building.

Based on our review of the above information and recent site inspections Boswell offers the following comments:

**General**

1. The Applicant in this matter is:

FCA Realty LLC  
c/o John A. Schepisi, Esq.  
473 Sylvan Avenue  
Englewood Cliffs, New Jersey 07632

The Applicant should notify the Board of any changes in the above referenced information.

2. The Owner in this matter is:

I.T.L. Realty Inc.  
120 Sylvan Avenue  
Englewood Cliffs, NJ 07632

The Owner should notify the Board of any changes in the above referenced information.

3. Block 130, Lots 23 & 24 (the "Site") are considered interior lots located in the B2 Limited Zoning District on the north side of Sylvan Avenue. The Site is developed with a building on each lot.
4. According to the Applicant, 100 Sylvan Avenue has historically been used as an automobile dealership with all ancillary services and facilities, including but not limited to service area sales area, parts area and the like. **It is the Applicant's intent to continue using the premises for such purpose and to obtain the necessary "C" type (N.J.S.A. 40:55D-70(c)) variances to maintain that which is presently on the premises and seeks a determination from the Board that the existing non-conforming use has continued and is permitted as an existing non-conforming use. The Applicant has further advised that if the Board determines that a 'D' variance (use variance) is required to continue such use said Applicant will seek such use variance (N.J.S.A. 40:55D-70(d)) in order to cause its automobile dealership to be approved.**
5. **In addition to the above, the Applicant is seeking approval to use the rear portion of Lot 24 in Block 130 a/k/a 120 Sylvan Avenue for the purposes of storing motor vehicles in conjunction with the proposed automobile sales dealership use on Lot 23. The Applicant further states that he has leased a certain portion of such lot for that purpose. This area is an unused parking lot that has in the past been used for storage of motor vehicles. The Applicant shall provide a copy of said lease to the Board Attorney for his review/comment and the Applicant shall provide testimony regarding same.**
6. According to the Application Description attached to the application, the Applicant is seeking two (2) site plan approvals and an approval for the continuation of an existing non-conforming use along with all applicable variances as hereunder set forth in order to permit Applicant to use and occupy 100 Sylvan Avenue (Lot 23 in Block 130) for its automobile sales dealership,

service area, parts area and similar ancillary uses relation to the operation of an automobile dealership to occupy the rear portion of 120 Sylvan Avenue (Lot 24 in Block 130) for the purpose of storing and parking of vehicles as ancillary use to the aforementioned dealership and to cause to grant the appropriate variances to reduce the number of parking spaces available to the occupants of 120 Sylvan Avenue to 113 parking spaces.

7. The Applicant is seeking approval of variances from the Zoning Ordinance of the Borough of Englewood Cliffs in order to permit the following:
- a. **Minimum Sign Setback:** 21.9' proposed where 30' is required. According to §19-16.c. of the Borough Ordinance, no billboard or ground sign shall be located closer than 30 feet of any street or avenue line or within 20 feet of any lot line. **The Board shall note that the Applicant depicts 12.3' from the edge of the pylon sign to the property line. The Applicant shall provide testimony with regard to this possible discrepancy. Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.**
  - b. **Maximum Number of Signs:** 6 building signs proposed where 1 sign is allowed. The architectural drawings (A-103) and the engineering drawings (Sheet No. 2 of 6) depict the location of all the building signs. §19-15.3. of the Borough Ordinance states that only one (1) sign shall be permitted for each building however; where a building has frontage of 200 feet or more, one additional sign shall be permitted for every 100 lineal feet of building facing the front street side. Where two signs are permitted, they shall be at least 100 feet apart from each other. Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.
  - c. **Maximum Sign Area:** 109 sf plus the unknown area of the "Dealer Sign" is proposed where §19-15.2. of the Borough Ordinance states that signs attached to and parallel to buildings shall not exceed 32 square feet of total sign area and in no event shall exceed four feet in height or 16 feet in length. **The Applicant shall provide testimony regarding the height and length of the proposed signage and provide same on a revised set of drawings. Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.**
  - d. **Maximum Sign Height Above Grade:** The "Dealer Sign" is proposed to be 28'-2" above grade where §19-15.4. of the Borough Ordinance states that signs shall not extend above the parapet or the main roof level, as distinguished from towers, pylons or other similar structures. The top of the parapet is 23 ft above grade. **Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.**

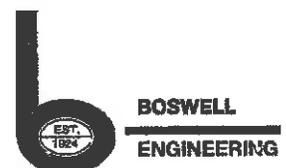
- e. **Maximum Sign Height:** The "Dealer Sign" is proposed to be 5'-6" in height where §19-15.2. of the Borough Ordinance states that in no event shall a sign exceed four (4) feet in height. **Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.**
- f. **Maximum Sign Length:** The "Dealer Sign" and the "Small PSP Sign" are proposed to be 16'-6" and 20'-11 $\frac{3}{4}$ " long respectively where §19-15.2. of the Borough Ordinance states that signs attached to and parallel to buildings shall not exceed 16 ft in length. **Since signage is contained in Chapter 19 of the Borough Code, a signage waiver is required and not a variance. The Board Attorney shall review this matter.**
- g. **Minimum Parking Stall Size:** The Applicant proposes 9' x 18' parking spaces where §30-2.a. of the Borough Ordinance states at least nine (9) feet wide and nineteen (19) feet in length. **Since parking stall size is contained in Chapter 30 of the Borough Code, a variance is required.**
- h. **Minimum Parking Aisle Width:** The Applicant proposes 14.7' and 21.2' (existing) where §30-2.b. of the Borough Ordinance states for ninety (90) degree angle parking, a sixty-three (63) foot module (length of parking stall - nineteen (19) feet; aisle width - twenty-five (25) feet) shall be required for visitor parking. A sixty (60) foot module (length of parking stall - nineteen (19) feet; aisle width - twenty-two (22) feet) shall be required for ninety (90) degree angle parking for long-term and employee parking. **Since parking aisle width is contained in Chapter 30 of the Borough Code, a variance is required.**
- i. **Minimum Number of Parking Stalls:** The Applicant proposes 113 parking spaces for 120 Sylvan Avenue where 229 are required according to Borough Ordinance. **The Board shall be advised that there is a discrepancy in building area for 120 Sylvan Avenue when comparing the "Application Description" (45,711± sf) to the zoning table contained on Sheet No. 2 of 6 (45,366 sf).**

#### Submission Status

- 8. This Application submittal will be deemed **complete** with respect to engineering matters for a site plan submission, as outlined in Section 30-9.4 of the Zoning Code of the Borough of Englewood Cliffs and the Administrative Site Plan Checklist once the Applicant completes the checklist as required.

#### Land Use

- 9. According to §30-5.5a. an Automotive Dealership is not considered a permitted use in the B-2 Limited Business Zone. Also, according to §30-11.6 of the Borough Ordinance, motor vehicle sales establishments, including sale or leasing of new or used vehicles, is a prohibited use in every zone. Therefore a Use Variance is suggested.



Code Section §30-11-6 further states:

10. *Those presently existing motor vehicle dealerships are non-conforming, and shall be regulated as follows:*
  - a. *There shall be no display of new or used vehicles in the front yard of the premises in question.*
  - b. *There shall be no storage, either by day or by night, in the front yard of the premises of new vehicles, used vehicles, or vehicles in the custody or possession of the occupant of the premises for the purpose of servicing the same.*
  - c. *No parking of motor vehicles shall be permitted in the front sixty (60) feet of any such premises, and the sixty (60) feet shall be landscaped in a suitable manner approved by the Shade Tree Commission of the Borough, and shall be used for no purpose other than ingress and egress driveways, the sole exception being vehicles parked where the owners or drivers thereof are actually engaged in business at the premises at the time.*
  - d. *Any property used for parking or storage of motor vehicles, where not prohibited as aforesaid, is to be enclosed with a six (6) foot cedar fence (or such type of fence as may be approved by the Planning Board) on two (2) sides, with an approved fence or wall at front setback line or at any other point as may be approved by the Planning Board of the Borough pursuant to Section 16-12, to the end that all area utilized for parking or storage is completely enclosed within a compound composed of fence and building. It is the purpose of this prohibition to have no vehicles stored or parked in an area exposed to view from any street, except as specifically permitted herein.*
  - e. *The fence shall contain a proper gate for overnight security, to the end that all vehicles on the premises in question shall, at night, be enclosed within the fenced area, the sole exception being vehicles parked where the owners or drivers thereof are actually engaged in business at the premises at the time.*

**Variances/Nonconformities**

11. In addition to the waivers and variances being requested by the Applicant in Item 7. above, Boswell suggests following additional variance requirements:
  - a. **No Parking in the Front Yard:** According to §30-10.2.i. of the Borough Ordinance, there shall be no parking in the required front yard.
  - b. **Location of Off-Street Parking:** According to §30-10.2.g. of the Borough Ordinance, off-street parking or loading spaces shall not be located within five (5) feet of any lot line.
  - c. **Number of Loading Dock Spaces:** According to §30-10.1. – Schedule B of the Borough Ordinance, this application requires loading dock spaces, not just a

load/unloading space. The Applicant shall provide testimony with regard to this matter.

### **Off-Street Parking & Various Jurisdictional Requirements**

12. The number of off-street parking spaces required is as follows:
  - a. Business and Professional Office Use: One (1) parking space for 200 square feet
  - b. Warehouse for Car Parking: One (1) parking space for 1,000 sf  
**100 Sylvan Avenue:** Accordingly,  $41,643 \pm \text{sf} / 200 \text{ sf} = 208.22$  required parking spaces and  $9,145 \text{ sf} / 1,000 \text{ sf} = 9.42$  parking spaces for a total of 218 parking spaces.  
**120 Sylvan Avenue:** Accordingly,  $45,711 \pm \text{sf} / 200 \text{ sf} = 229$  required parking spaces.
  - c. The accessible parking spaces must be in conformance to the ADA Guidelines inclusive of striping and signage. The Applicant is proposing nine (9) Barrier Free Parking Spaces. According to the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), the number of Barrier Free Parking spaces required for parking lots between 201 and 300 total parking spaces is seven (7) accessible parking spaces of which one (1) is a Van Accessible Parking Space. The Applicant shall coordinate with the Construction Code Official as to the location of the Van accessible ADA parking space and note same on a revised drawing. **Please provide testimony with regard to this matter.**
13. The Applicant shall submit truck circulation plans to confirm a garbage truck can adequately access the garbage dumpster and a fire truck can access the site and building. It is also suggested that the truck circulation plan shall include vehicle delivery trucks and their movements for the loading and unloading of vehicles. The Applicant shall also provide testimony with regard to this matter. The Fire Department should review and comment. We recommend that the Fire Official be requested to review the proposed Truck Circulation Plan for review and comment.

### **Stormwater Management**

14. A topographic and boundary survey of Lot 24 should be provided. The Survey map attached to the Site Plans only covers Lot 23.
15. Datum of elevations should be noted on the ALTA/ACSM Land Title Survey, prepared by Bowman Consulting. This map references a December 2014 Survey map of Lots 23 and 24 by Control Point Associates; however, that map is not a part of the site Plans.
16. An Existing Conditions Plan of Lots 23 and 24 showing the drainage system, in its entirety, should be submitted. The connection of the drainage systems on these lots to the drainage line on Sylvan Avenue should also be shown on this plan. The ALTA/ALSM Land Title Survey prepared by Bowman Engineering shows only 3 inlets on Lot 23 omitting any drainage pipes.

17. The Stormwater Management Summary indicates that the project will reduce the impervious coverage by approximately 1650 square feet. A breakdown of the existing and proposed impervious surfaces should be provided to support this statement. The plans do not include any information on the impervious coverage other than floor areas.
18. Site inspection notes the existing inlet structures have settled below the existing grade and the inlet grates are uneven. We require the existing on-site storm system inlets and piping to be video inspected and appropriately cleaned. Please provide video reports to the DPW Superintendent. **Revised plans are required including the outlet points of the on-site system.**
19. No drainage from this property shall affect adjacent properties both during and subsequent to construction. Should any adjacent property be affected by runoff from this property, the Owner shall be responsible to remedy the matter at the owner's own cost. It is our understanding that adjoining properties to the west along Center Street are currently impacted by existing runoff conditions. **Please provide testimony and address.**

#### Lighting

20. The Applicant should provide testimony regarding existing/proposed lighting in this area (Chapter 30-9.4k). The Applicant is reminded, all lights directly facing a neighboring property or public roadway shall be shielded.
21. Boswell's review of site light is contained in a memorandum dated 1/11/16 and attached to this report.

#### Landscaping

22. Deciduous trees along the frontage should be provided to create a streetscape. Boswell estimates six (6) trees, three (3) on each property frontage can be provided. Boswell was further asked by the Planning Board Sub-Committee to provide ideas for a streetscape plan. This will be forwarded under separate cover.
23. Please note all shade trees and flowering trees should have a mulch ring at the base for proper maintenance and protection. The mulch should not be mounded.
24. The existing shrubs indicated along a portion of the frontage shall be identified. Uniform evergreen shrubs are recommended along the entire frontage.
25. The Norway Spruce to be planted on the residential property to the rear is recommended to be increased to 8 to 10 foot starting height at planting.
26. The existing parking area contains no buffer for plantings along the sides and rear of this parcel. If possible, the first seven (7) parking stalls along the east side yard are recommended to be removed and evergreen plantings installed.
27. A three (3) year guarantee for all plantings or replacement as needed is recommended.

28. Maintenance of all plantings inclusive of the right of way should be identified.
29. The Board may wish to seek comment from the Environmental and Shade Tree Commissions.

**Traffic**

30. Boswell suggests that the proposed first parking space located to the north of the northern most access to the site shall be deleted from the drawings due to conflict with a vehicle entering the site. In addition, the two (2) southern most zero degree parking spaces located west of the southern most access to the site shall be deleted to widen the travelled way and allow large vehicles to pass.
31. Boswell suggests that the northern most access to the site remain full access will the central access becomes an entrance only and the southern most access becomes an exit only. This will definitely improve site circulation, safety and lessen the possibility of a head-on collision.
32. The Applicant shall provide the applicable one-way signage (#16-1L) to promote site circulation and increased safety throughout the site.
33. The Applicant shall provide turning templates for all garbage trucks, tractor trailers, fire trucks and any other large vehicles that are anticipated to enter the site. (Also reference item 13)
34. The Applicant shall provide testimony with regard to fire fighting ability on the site as well as fire sprinkler and suppression systems.
35. The Applicant shall provide testimony with regard to garbage removal including time of day and frequency and how it shall be effectuated.
36. The Applicant shall provide additional two (2) way arrows on the pavement to provide clarity for site safety and circulation.

**Lot Consolidation:**

37. The Applicant shall perform a Lot Consolidation and submit metes and bounds description to this office for review. In the event the Board does not require a Lot Consolidation, the Applicant shall execute a cross access easement agreement with the neighboring property owner.

**Site Plan**

38. Soil movement calculations should be provided since the Applicant is proposing to raise the site in front of the building by 1'-6".
39. All handicap ramps located along Sylvan Avenue and within the site shall be replaced in accordance with current ADA regulations. Design Engineer certification will be required prior to Certificate of Occupancy.
40. The Applicant shall show the location of all utility piping (sanitary, storm, domestic water, fire, water, and gas).

41. In the event the Applicant proposes to employ existing piping, they shall be cleaned, televised and reviewed with the DPW Superintendent. A note to this effect shall be placed on a revised drawing.
42. The installation of the proposed improvements shall comply with any and all applicable Federal, State and local requirements, including Section 9-22 of the Borough of Englewood Cliffs Zoning Ordinance. A note to this effect shall be added on a revised set of drawings.
43. The New Jersey Department of Transportation shall review these drawings and the Applicant shall receive comments from the jurisdictional agency or a Letter of No Interest since Sylvan Avenue is a State highway.
44. The applicant shall be prepared to provide testimony regarding proposed signage onsite including conformance to Borough Code requirements.
45. The Applicant shall provide testimony as to why there is a discrepancy in the number of parking spaces and their configuration between the full size engineering drawings (Sheet No. 2 of 6) and the full size architectural drawings (A-102) and its 11" x 17" reduced set (A-102 and G-101) located in front of the building on 100 Sylvan Avenue including the number of depicted handicap parking spaces.
46. The Applicant shall be aware that soil erosion control measures must be maintained throughout construction.
47. The Applicant is reminded that a Final As-Built Survey is required to be submitted for review prior to the issuance of a Certificate of Occupancy.
48. Should the Planning Board look favorably upon this application, we suggest a Developer's Agreement be executed between the Applicant and the Borough of Englewood Cliffs.
49. Any other issues the Planning Board deems necessary.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



Bernard N. Mirandi, P.E.

BNM/EFS/amg

cc: Paul Renaud  
Environmental Commission  
Shade Tree Commission



Mark Neville, via email  
Ed Fehre, via email  
Michael B. Kates, Esq., via fax & email  
Englewood Cliffs Police Department  
Englewood Cliffs Fire Department  
Englewood Cliffs Fire Official  
John A. Schepisi, Esq., via email  
B.A. Bohler, P.E.  
Lawrence Lam, R.A., AIA  
John Englese

160114efsL1.doc

**Memorandum:**

To:	Bernard Mirandi	Date:	01-11-16
From:	LS/EFS	File Reference:	FCA Realty LLC
		Lots:	23 & 24
		Block:	130
		Job:	Lighting Plan Review
			ECES-1400
		Drawing #	5 of 6
		Date:	12-28-15
		Developer/Owner:	FCA Realty LLC

Project: FCA Realty LLC

Borough of Englewood Cliffs, Bergen County, New Jersey

Engineer: Bohler Engineering, Warren, New Jersey

1. Lighting Plan review was performed based on the comparison and the analysis of the following information provided on the lighting plans and required by the Borough Ordinance and IES lighting standards:
  - 1) Minimum foot-candle level for the on-site.
  - 2) Maximum foot-candle level for the on-site.
  - 3) Average foot-candle level for the on-site.
  - 4) Lighting uniformity for the on-site (Avg/Min).
  - 5) Lighting uniformity for the on-site (Max/Min).
  - 6) Average foot-candle level for off-site on private property.
  - 7) Maximum foot-candle level for off-site on private property.
  - 8) Average foot-candle level for off-site on public property.
  - 9) Maximum foot-candle level for off-site on public property.
  - 10) Computer generated point-by-point analysis - Extend area at least 30' outside property lines.
  - 11) Computer generated **composite** lighting contour analysis - Extend area at least 30' outside property lines
  - 12) Horizontal lighting levels taken on a 1 foot vertical plane at 6' above all property lines.
  - 13) Appropriate information to relate lighting plan & general project site plan.
  - 14) FC average-access drives, commercial.
  - 15) FC average-Intersections.
  - 16) FC average-Sidewalks Commercial.
  - 17) Uniformity ratio AVG/Min-access drives, commercial.
  - 18) Uniformity ratio AVG/Min-Intersections

19) Uniformity ratio AVG/Min-Sidewalks, Commercial.

2. Summary of Information Provided.

**LIGHT LOSS FACTORS**

LLD (Lamp Lumen Depreciation Factor)	
LDD (Luminaire Dirt Depreciation Factor)	
LLF (Light Loss Factor) (LLF= LLD*LDD)	0.72, 0.8 & 0.9

<b>SUBMITTED</b>	<b>ITEMS REQUIRED ON DRAWINGS</b>
------------------	-----------------------------------

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> NO	Computer generated point-by-point analysis extended at least 30' outside property lines.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> NO	Computer generated composite lighting contour analysis extended at least 30' outside property lines. Plan should have contours for 0.10, 0.25, 0.5, & 1.00 FC.
<input type="checkbox"/> Yes	<input type="checkbox"/> NO	Spill lighting values 6' above all property lines. <b>(NOT REQUIRED)</b>

**ENGLEWOOD CLIFFS ORDINANCE AND IES STANDARDS**

	ENGLEWOOD CLIFFS ORDINANCE	LIGHTING HANDBOOK HIGH ACTIVITY	LIGHTING HANDBOOK MEDIUM ACTIVITY	LIGHTING HANDBOOK LOW ACTIVITY	SITE LIGHTING 1/11/16
Maximum mounting height – freestanding lights					18' & 25'
FC average-access drives, commercial		3.6	2.4	0.8	*
FC average-Intersections		3.6	2.4	0.8	*
FC average-Sidewalks Commercial		3.6	2.4	0.8	*
FC MAX-Ordinance offsite					*
Uniformity ratio AVG/Min-access drives, Commercial		4:1	4:1	4:1	*
Uniformity ratio AVG/Min-Intersections		4:1	4:1	4:1	*
Uniformity ratio AVG/Min-Sidewalks, Commercial		4:1	4:1	4:1	*
FC maximum at property lines	5				*
FC minimum on pavement		0.9	0.6	0.2	*
FC maximum on pavement					
Uniformity for the on-site (Max/Min)					
Average foot-candle level for off-site on private property					
Maximum foot-candle level for off-site on private property					
Average foot-candle level for off-site on public property					
Maximum foot-candle level for off-site on public property					

Additional Englewood Cliffs Ordinance Requirements Section 9-11; 9-19; 30-10

All lights should be so erected, shielded, operated or maintained in such a manner and to such an extent so as to avoid lights shining, glaring or reflecting in to residentially zoned areas of the borough.

All commercial areas (parking, driveways, etc.) shall be provided with reasonable lighting.

Businesses shall be provided with adequate security lighting.

All luminaries shall be shielded to eliminate glare.

\* Not provided on the lighting plan. The Applicant shall provide this information.

Based on the lighting plan comparison and analysis the following comments are being offered:

- 1) This lighting design in general meets the site lighting design requirements.
- 2) Please note that the proposed heights of the lighting poles are 18' and 25'.
- 3) The applicant is to provide testimony as to compliance with the Borough Ordinance, Chapter 9, section 11.2, which requires a. "adequate security lighting when the commercial enterprise is not open for business.", b. "Lights maintained for security purposes in parking areas should be shaded, that objectionable spill light and glare on the adjacent property is minimized. In addition, all security lights shall be arranged, designed and shaded that the light emanating there-from reflects away from any residential zone. Security lights should be indicated on the lighting plan.
- 4) Based on IES lighting design standards the uniformity ratio avg./min. 4:1 for pavement and shouldn't be exceeded and it shouldn't be 0.0 either.
- 5) Based on IES lighting design standards and recommendations the minimum foot-candles (fc.) for open parking facilities should be 0.6.
- 6) The Applicant shall provide the Lighting Statistics to include Min./Avg./Max. Foot-candles along pavement and property lines and Uniformity for the on-site (Avg./Min.).

HIGH ACTIVITY

Major league athletic events  
Major cultural or civic events  
Regional shopping centers  
Fast food facilities

MEDIUM ACTIVITY

Community shopping centers  
**Office parks**, Hospital parking areas  
Transportation parking (airport, commuter lots, etc.)  
Cultural, civic or recreational events

LOW ACTIVITY

Residential complex parking  
Neighborhood shopping  
Industrial employee parking  
Educational facility parking  
Church parking

## Unilever Garage

I am delivering this statement in support of the Unilever garage, as approved by the Planning Board at its meeting on December 10, 2015. This statement reflects the opinion of Concerned Residents of Englewood Cliffs(CREC) on this matter.

As you may recall, at the November 12th Planning Board meeting, Unilever presented a variance request to build a five (5) story high parking garage to be constructed on its current site. The parking garage would be constructed in space already approved for parking on the site, which is now asphalt. As presented at that meeting, the height of the proposed parking garage would not exceed 35 feet in height when viewed from Route 9W-Sylvan Avenue, so a height variance was not required. Nevertheless, because of the slope of Unilever's site, the proposed garage would rise almost 55 feet tall when viewed from Floyd Street. Unilever also stated at that meeting that the parking garage would be built in two phases on their site, but only when the second phase was completed would they be able to meet their parking needs.

At that meeting, I raised two issues: Would Unilever consider eliminating a level on the garage and would their parking needs be met if both Phase I and Phase II parking were built at the same time.

Following the meeting, I contacted members of the CREC steering committee. In late November, a group of us visited the Unilever site. We viewed the location of the proposed parking garage. We also visited Floyd Street and viewed the proposed location from the street behind the extensive buffer. We wanted to understand the impact on the residential area of the proposed structure.

As a result of that visit, Concerned Residents of Englewood Cliffs concluded the following:

1. We support parking garages on large corporate sites such as the site occupied by Unilever, CNBC and hopefully LG USA, as long as:
  - a. the height of the parking garage does not exceed that of other buildings on the site.
  - b. the height of the parking garage will not affect the Palisades viewshed and is consistent with the height requirements of our Zoning, or in the case of LG, with the Settlement Agreement terms.
  - c. every effort is made to increase landscaping to screen parking garages from the residents, and motion-activated lighting is used at night to limit the negative effect on residences.

CREC believes that parking garages are an effective way for large corporations occupying a single multi-acre site to meet their corporate parking needs while providing an opportunity for a design that promotes green space, and a positive visual environment that is consistent with the goals of the MLUL (Municipal Land Use Law). A parking garage will result in the reduction of blacktop, a decrease in

impervious surface coverage and in this instance will also result in a pedestrian bridge and other visually pleasing amenities.

CREC further believes that large corporate sites on a single campus are desirable for our community. These corporations have been good neighbors for many years supporting both retail and restaurant businesses in our community and our tax base. We want them to stay in our community.

As a residents group, we believe that OUR Planning Board should be responsive to corporate requests, especially when these requests are reasonable, responsible, provide benefits consistent with the MLUL, and are respectful of the Palisades viewshed.

At the December 10 Planning Meeting, a meeting which was attended by several of our members, no statement was made by CREC because we learned at the outset that Unilever had changed its application to ask for a four story garage, one floor less than its previous submission, with increased greenery. Further, the garage was to be built in one stage. Additional conditions for the approval were made by the Planning Board and agreed to by Unilever, which further enhanced landscaping and provided for louvers and motion-activated lighting for users after 10 pm. In other words, each of our concerns had been addressed.

We would urge the Planning Board not to revisit this proposal and to permit Unilever build its garage as approved.

As an unrelated matter that should not affect this completed and approved application, we would also urge the Planning Board, to hire a Planner such as Phillips, Preiss Gryguel, who developed the Master Plan Amendment, to document why parking garages are desirable for corporate sites in the north as well as in the southern part of our town.