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TOWN OF WESTFIELD

PLANNING BOARD

IN RE :
PUBLIC HEARING :
: :
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TRANSCRIPT OF PROCEEDINGS
ADOPTED AS MEETING MINUTES

Monday, June 5, 2023

Municipal Building
425 East Broad Street
Westfield, New Jersey
Commencing at 7:30 p.m.

1 B E F O R E:

2

MICHAEL ASH, CHAIRMAN

3

MICHAEL LAPLACE, VICE-CHAIRMAN

4

MAYOR SHELLEY BRINDLE, MAYOR DESIGNEE

5

COUNCILMAN MICHAEL DARDIA, COUNCIL LIAISON

6

MATTHEW CEBERIO, MEMBER

7

ROSS GOLDSTEIN, MEMBER

8

MICHAEL DUELKS, FIRE DEPARTMENT CHIEF

9

ALEXANDRA CARRERAS, FIRST ALTERNATE

10

11

DON SAMMET, TOWN PLANNER/BOARD SECRETARY

12

DAVID BATTAGLIA, TOWN ENGINEER

13

A B S E N T:

14

ANASTASIA HARRISON, MEMBER

ASIMA JANSVELD, MEMBER

15

ANN FREEDMAN, SECOND ALTERNATE

16

A P P E A R A N C E S:

17

ASHENFELTER, TREMBULAK, MCDONOUGH, GOLIA &

18

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BY: ALAN TREMBULAK, ESQ.

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Attorney for the BOARD

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VASTOLA & SULLIVAN

BY: JOHN J. SULLIVAN, JR., ESQ.

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Attorney for the APPLICANT WESTFIELD STATION
FIDELCO LIMITED PARTNERSHIP

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JAVERBAUM WURGAFT, ET AL

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BY: STEPHEN F. HEHL, ESQ.

Attorney for the APPLICANT BRONX REALTY, LLC

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LAW OFFICES OF MICHAEL L. KAPLONSKI

25

BY: MICHAEL L. KAPLONSKI, ESQ.

Attorney for the PSM 743 CENTRAL AVENUE, LLC

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- WC SOUTH URBAN RENEWAL - WESTFIELD CROSSING
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- PB 23-06 (*IN COMPLETENESS REVIEW*)
- ELITE / MOHAMMED NASSER
- 918 SOUTH AVENUE WEST

- PB 23-009 (*INCOMPLETENESS REVIEW*)
- PASSAIC AFFORDABLE HOUSING
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210 SOUTH AVENUE WEST
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P R O C E E D I N G S
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CHAIRMAN ASH: Welcome. Good evening. This is the regular meeting of the Westfield Planning Board June 5, 2023. Notice of this meeting was published in the newspapers of record for the Town of Westfield and published online in accordance with the Open Public Meetings Act. Let's have a flag salute.

(Whereupon, the Pledge of Allegiance was recited.)

CHAIRMAN ASH: Good evening, Mr. Sammet. Roll call, please.

MR. SAMMET: Good evening. Chairman Ash.

CHAIRMAN ASH: Here.

MR. SAMMET: Vice-chair LaPlace.

MR. LAPLACE: Here.

MR. SAMMET: Mayor Brindle.

MAYOR BRINDLE: Here.

MR. SAMMET: Councilman Dardia.

COUNCILMAN DARDIA: Here.

MR. SAMMET: Chief Duelks.

MR. DUELKS: Here.

1 MR. SAMMET: Ms. Harrison is absent.
2 Mr. Ceberio.

3 MR. CEBERIO: Here.

4 MR. SAMMET: Ms. Jansveld is absent.
5 Mr. Goldstein.

6 MR. GOLDSTEIN: Here.

7 MR. SAMMET: Ms. Carreras.

8 MS. CARRERAS: Here.

9 MR. SAMMET: And Ms. Freedman is
10 absent this evening.

11 CHAIRMAN ASH: First up is the
12 approval of our minutes from our May 1, 2023,
13 regular meeting. Do I have a motion to approve?

14 CHIEF DUELKS: Approved.

15 MR. LAPLACE: I'll second.

16 CHAIRMAN ASH: First and second by
17 Mr. LaPlace. All those in favor.

18 BOARD MEMBERS: Aye.

19 CHAIRMAN ASH: Any opposed? Any
20 abstentions?

21 MR. GOLDSTEIN: Yes, abstention.

22 CHAIRMAN ASH: One abstention, thank
23 you. Next, we have a resolution from PB 23-03
24 Prominent Properties, 647 Downer Street,
25 Block: 2709, Lot: 2. Can I have a motion to

1 approve, please?

2 MR. CEBERIO: I'll make a motion.

3 COUNCILMAN DARDIA: Second.

4 CHAIRMAN ASH: Thank you. Roll
5 call, please.

6 MR. SAMMET: Chairman Ash.

7 CHAIRMAN ASH: Yes.

8 MR. SAMMET: Vice-chair LaPlace.

9 MR. LAPLACE: Yes.

10 MR. SAMMET: Mayor Brindle.

11 MAYOR BRINDLE: Yes.

12 MR. SAMMET: Councilman Dardia.

13 COUNCILMAN DARDIA: Yes.

14 MR. SAMMET: Chief Duelks.

15 CHIEF DUELKS: Yes.

16 MR. SAMMET: Mr. Ceberio.

17 MR. CEBERIO: Yes.

18 MR. SAMMET: Ms. Carreras.

19 MS. CARRERAS: Yes.

20 MR. SAMMET: And Mr. Goldstein.

21 MR. GOLDSTEIN: Abstain.

22 MR. SAMMET: You'll abstain, thank
23 you.

24 CHAIRMAN ASH: We have no carried
25 appeals, which brings us right to our new appeals.

1 Just a housekeeping note; we have a full agenda
2 tonight, we have three matters we'd like to be
3 able to hear. If we can please keep things moving
4 along, that's appreciated. If you waiting for
5 your application to be heard and you need to have
6 a conversation, please step into the hall and have
7 your conversation there so you're not interfering
8 with the application being heard.

9 And with that, our first matter is
10 PB 23-08, Westfield Station Fidelco, 210 South
11 Avenue West, Block: 3101, Lot: 7.

12 MR. SULLIVAN: Good evening, Chair,
13 and Members of the Board, I'm John Sullivan. I'm
14 an attorney with the offices of Vastola and
15 Sullivan. And I'm representing the Applicant,
16 Westfield Station Fidelco, LP. It is the owner of
17 the property located at 210 South Avenue West. As
18 you may know, that particular property approved
19 for some time now with a shopping center. It's
20 located in the central business zoning district.
21 And it is designated as Lot: 7 and Block: 3101
22 on the tax map.

23 The application before you tonight
24 is to reconfigure the parking lot solely to add in
25 three ADA spaces and get into compliance with the

1 law with regard to that requirement. It does
2 involve some changes to the grade, as well as
3 reconfiguring the lot itself to create the actual
4 spaces. We do require a variance. As a result of
5 this, I believe we're losing one space, so we do
6 need a variance for parking spaces. We have
7 submitted our site plan prepared by Stires
8 Associates that's dated February 13, 2022. We
9 submitted the license agreement for parking with
10 the neighboring property, New Jersey Transit. And
11 we've submitted the Planning Board resolution and
12 some other documents with regard to the prior
13 approval which was August 6, 1990. Our witnesses
14 tonight are Mr. Gregori Verb who is a
15 representative of the Applicant, and Craig Stires
16 who is our engineer. And assuming jurisdiction, I
17 would like to begin with Mr. Verb.

18 CHAIRMAN ASH: Thank you. Please
19 proceed. Good evening, Mr. Verb.

20 MR. VERB: Verb.

21 CHAIRMAN ASH: Can you spell that,
22 please?

23 MR. VERB: V, as in Victor, e-r, b,
24 as in boy.

25 CHAIRMAN ASH: Mr. Verb, can you

1 just give us briefly some background of your
2 education and qualifications?

3 MR. SULLIVAN: He's a representative
4 of the Applicant. Should we swear him in first?

5 CHAIRMAN ASH: Sure.

6 GREGORI VERB, having been duly
7 sworn, was examined and testified as follows:

8 CHAIRMAN ASH: Please proceed.

9 BY MR. SULLIVAN:

10 Q. Mr. Verb, what is your position with
11 the Applicant?

12 A. Co-owner.

13 Q. And the Applicant is the owner of
14 this property?

15 A. Yes, sir.

16 Q. How long have you owned this for?

17 A. Since my father before me in 1990.

18 Q. And it was developed as a shopping
19 center at some point?

20 A. Yes, sir. About 13,000 square
21 feet-and-change of commercial retail.

22 Q. And do you know how long it has been
23 used as a shopping center?

24 A. Since 1990.

25 Q. And that's been continuous?

1 A. Yes, sir.

2 Q. Would you describe the existing
3 parking arrangement on-site and off-site?

4 A. On-site; we have a of couple
5 convenience spaces up and in the rear. We have a
6 vacant lot of a gas station to the east who rents
7 out some parking spaces, there are some shared
8 parking spaces, and there is a lot that's a
9 municipal lot.

10 Q. And historically, has the parking
11 arrangement that you have now, both the on-site
12 spaces and the spaces to the rear, has it been
13 adequate for the uses on the property?

14 A. Yes, sir. There is morning
15 business, the dry cleaner has a drop-off in the
16 morning, pick-up in the afternoon. The dental
17 office is not using a large amount of parking
18 spaces. And we have the new tenant of Wonder.

19 Q. And do you anticipate that there
20 will there be any change in that? Will parking
21 become inadequate at any point?

22 A. No. They're primarily busy at
23 night, so for the center, it works out pretty
24 well.

25 Q. And the 1990 approval that I

1 referred to which allowed development of the site
2 as a shopping center, that provided for 31 on-site
3 parking spaces plus 17 to the rear property?

4 A. Yes, sir.

5 Q. And it's been like that since you
6 built it?

7 A. Yes, sir.

8 Q. Again, those have been adequate for
9 the needs of this site?

10 A. Yes, sir.

11 Q. And we're proposing in connection
12 with this application I believe 31 on-site and 16
13 to the rear at this point?

14 A. Yes, sir.

15 Q. Can you explain to the Board the
16 purpose of the lot reconfiguration?

17 A. It's solely for federal ADA
18 compliance. The two parking ADA spots we have now
19 aren't exactly configured ideally; there is no
20 van-accessible spot. Fortunately, because of the
21 grade of the center, everything kind of slopes
22 towards the rear making the cross-slope allowance
23 very difficult to achieve. My engineer can
24 testify better than I am on the subject. The
25 locations of the proposed ideal location for the

1 ADA-compliant spaces.

2 MR. SULLIVAN: That's all I have for
3 Mr. Verb.

4 CHAIRMAN ASH: Members of the Board,
5 any questions for Mr. Verb?

6 MR. LAPLACE: That you,
7 Mr. Chairman. I have a question about there
8 appears to be seven parking spaces that are
9 actually not on this lot but in the adjoining
10 Lot 6. Can you explain that arrangement?

11 MR. VERB: My father had a handshake
12 agreement with the seafood market owners which was
13 he would develop that area, pave it, provide storm
14 drainage and lighting in exchange for allowing
15 joint use of the spaces. I believe there's a
16 generational change of hands of the center since
17 we put up the signs. It is not enforced by towing
18 as it's probably losing access to the space.
19 That's essentially it.

20 MR. LAPLACE: So these seven spaces
21 are included in the overall count being presented
22 this evening?

23 MR. VERB: I believe our -- I
24 believe it was, and then it was retracted. I
25 believe our engineer mistakenly counted that as

1 ours.

2 MR. LAPLACE: Okay. I just want to
3 be clear who has ultimate control over those
4 spaces. Lot 6 is to be redeveloped by its own at
5 some point in time.

6 MR. VERB: It's about a 4-foot grade
7 differentiation there which would be very
8 difficult to overcome.

9 MR. LAPLACE: Thank you.

10 MR. SULLIVAN: And the access to
11 those parking spaces is only through your
12 property; correct?

13 MR. VERB: Yes, sir.

14 MR. GOLDSTEIN: Chairman.

15 Similarly, you mentioned the parking at the former
16 gas station. Is that something that you're
17 leasing from them or is that...?

18 MR. VERB: No. He rents out parking
19 spaces to those who request. It's not part of our
20 facility, but I'm aware if the train's lot is
21 full, for example, I see them -- I see more people
22 parking in these spaces.

23 CHAIRMAN ASH: I have a question
24 about the license agreement with New Jersey
25 Transit. That provides you with the 16 spaces

1 off-site, and you currently use them for your
2 customers.

3 MR. VERB: It's usually employee
4 parking back there.

5 CHAIRMAN ASH: Does that licensed
6 area also provide ingress and egress to the rouge
7 spaces on-site?

8 MR. VERB: I don't understand your
9 question exactly. I'm sorry.

10 CHAIRMAN ASH: It looks like, in
11 addition to the 16 spaces that are off-site,
12 there's a driveway.

13 (Crosstalk.)

14 MR. VERB: Yes, there's a strip of
15 land.

16 CHAIRMAN ASH: And that driveway
17 serves as the ingress and egress point for 16
18 spaces off-site and about six spaces on-site. Is
19 that also correct?

20 MR. VERB: I have to look at the map
21 of the exact area you're referencing.

22 CHAIRMAN ASH: Would your engineer
23 be the better witness to identify that issue?

24 MR. SULLIVAN: Yes. We'll have
25 Mr. Stires address that.

1 CHAIRMAN ASH: Any other questions
2 from the Board?

3 MR. SAMMET: Mr. Chair, can we
4 clarify? There are 31 spaces on-site presently
5 and the proposed will reduce it by three down to
6 28 spaces on-site.

7 MR. SULLIVAN: That is correct.

8 MR. LAPLACE: Follow-up question.
9 That area that Chairman was just asking about
10 along the railroad right-of-way shown as Lot 2,
11 that's only accessible -- the vehicular access to
12 that area is from Lot 5 which is a town-owned
13 property; is that correct?

14 MR. VERB: Correct.

15 MR. LAPLACE: Thank you.

16 MR. SAMMET: The lease agreement, my
17 review of it shows an expiration date of 2025; is
18 that accurate?

19 CHAIRMAN ASH: The transit license
20 agreement, yes.

21 MR. SAMMET: The transit license
22 agreement.

23 CHAIRMAN ASH: With one option for a
24 five-year renewal.

25 MR. SAMMET: When I looked at the

1 tax records, that property shows to be owned by
2 the Town of Westfield. So there's some confusion
3 as to how Transit entered into that agreement with
4 Mr. Verb or Westfield Station Fidelco. But the
5 agreement exists.

6 MAYOR BRINDLE: Mr. Chairman. Don,
7 just to clarify what you just said. I'm sorry, I
8 can't see you back there.

9 MR. SAMMET: Sorry. So when I
10 paired my report up with the tax records, the
11 agreement, and the tax records showed that that
12 property is owned by the Town of Westfield.

13 MAYOR BRINDLE: The property that
14 currently New Jersey Transit is leasing to them?

15 MR. SAMMET: Yeah. So I mean I can
16 just state as a general observation, I don't know
17 the legalities of what's happened. But my point
18 being -- without getting into testimony -- I think
19 it's important that when the Board looks at this
20 given that we have an agreement and who owns that
21 property, that the agreement has an expiration
22 date with an option to renew, I think it's, in my
23 opinion as your planner, I think it's a good thing
24 to know that those spaces exist, but you should
25 really look at this property for how many spaces

1 are on-site knowing that those other spaces may
2 not be there in perpetuity.

3 CHAIRMAN ASH: Right. But also
4 access to on-site spaces that are within the four
5 corners of this application requires the use of
6 that off-site -- was it Lot 2?

7 MR. BATTAGLIA: Lot 2.

8 CHAIRMAN ASH: We'll get to that
9 with Mr. Stires. Is he your next witness?

10 MR. SULLIVAN: He is.

11 CHAIRMAN ASH: Does anyone have any
12 questions for Mr. Verb? Do any members of the
13 public have a question for Mr. Verb? Seeing none,
14 we'll hear from Mr. Stires. Thank you. Good
15 evening, Mr. Stires.

16 MR. STIRES: Good evening.

17 CRAIG STIRES, having been duly
18 sworn, was examined and testified as follows:

19 CHAIRMAN ASH: Can you give the
20 Board the benefit of your education and background
21 as a civil engineer?

22 MR. STIRES: I have a Bachelor of
23 Science in Civil Engineering from Lehigh
24 University. I'm a professional engineer in New
25 Jersey since 1993. I'm also a professional

1 engineer in the State of Pennsylvania. And have
2 been doing this since actually 1993 doing similar
3 applications for site plans for approvals;
4 residential, commercial, and industrial sites.

5 CHAIRMAN ASH: And you've testified
6 as an expert before planning boards in New Jersey?

7 MR. STIRES: Yes.

8 CHAIRMAN ASH: In the field of
9 professional engineering?

10 MR. STIRES: Yes.

11 CHAIRMAN ASH: Any questions for
12 Mr. Stires? We'll accept a proffer as to
13 Mr. Stires' expertise as a professional engineer.

14 MR. SULLIVAN: Thank you.

15 BY MR. SULLIVAN:

16 Q. Mr. Stires, you've prepared the site
17 plan that we submitted to the Board and you're
18 familiar with the site?

19 A. Yes.

20 Q. Could you describe to the Board how
21 the site exists now?

22 A. As previously describe, the on-site
23 as we kind of started discussing, there are 31
24 existing spaces. There are two ADA spaces on in
25 the -- what's on the inside corner building itself

1 and then one I believe to the east of that.
2 There're also seven off-site spaces which are
3 shared with the seafood facility next door. And
4 then as we discussed previously, there are 16
5 spaces that are being leased from the New Jersey
6 Transit property in the back. Right now, the site
7 does not comply with ADA standards. And I think
8 that's one of the things that no matter how many
9 parking spots there are now, we're trying to make
10 the site comply with federal law. John, do you
11 want me to go into the proposed?

12 Q. If you would, yes.

13 A. So, as you see on the plan, the
14 proposed ADA spaces are what I call "centrally
15 located." We tried to look at -- and the
16 professionals did make some comments about
17 possibly putting them along the curb line closest
18 to the building -- but there's also not only the
19 ADA spaces themselves, but the ADA access, the ADA
20 route to each of units. And if you've been by the
21 site, you would see there're a number of columns
22 that are along the facade of the building. So you
23 have -- if you look at that, ADA access is
24 supposed to be 5-foot wide. If you measure the
25 inside wall of those columns to the face of the

1 building, it's just under 5 feet. So we can't get
2 that ADA access all the way around the outside.
3 So we have to kind of -- I guess you could say
4 "shoot for the doorways of each of those
5 facilities." So that's the reason I moved them to
6 the center of the public parking lot. The other
7 thing is that center space actually maximizes the
8 number of parking spaces. So in the proposal,
9 we're only losing three spaces. Mainly because,
10 as you may know, with each ADA space, you have to
11 have that blocked-out space next to it. So right
12 away, you're losing two spots. And then adding
13 that third parking spot is where we lost the third
14 parking space.

15 Now that we're centrally located we
16 can -- it's a short distance although it's across
17 the aisle -- it's a short distance to the front
18 unit that's closest to the road. Which also,
19 there's another unit directly across from the
20 parking spaces. And then the last one is to get
21 toward the bagel shop and the other two stores
22 there. So like I said, it's more centrally
23 located than anything else. So that's the reason
24 for layout, and like I said, the maximization of
25 it, and the efficiency of trying to not lose as

1 many possible spaces as we can.

2 Q. And with regard to Mr. Sammet's
3 report -- I think you addressed Item Number 6 --
4 Item Number 7; just confirmed that the existing
5 two barrier-free spaces are to be removed?

6 A. Yes. We'll update that. The
7 marking, we didn't note that. So they will be
8 converted to standard or regular spaces which are
9 shown as existing. Those markings we'll remove,
10 and they'll return to regular spaces.

11 Q. And then with regard to Item 8;
12 installation of make-ready parking stalls. I
13 believe we submitted an email exchange from DCA
14 indicating that the make-ready is not a
15 requirement because this is an existing parking
16 lot; is that correct?

17 A. Yes. I had a similar application, I
18 believe it was in Piscataway, it was the
19 rehabilitation of an existing parking lot. So we
20 checked with DCA and they did confirm that
21 existing parking facilities do not need to comply
22 with the EV parking spot as far as the new law
23 that was -- the state law that was implemented.

24 Q. And there were some questions about
25 the 16 spaces off-site on what we consider to be

1 the New Jersey Transit property and access to
2 them. Can you address that, please?

3 A. I believe that the chairman is
4 correct that they would be coming off the public
5 lot. So both of those -- I believe it's six or
6 seven spaces on our site -- that meet that license
7 agreement as well because you do have the driveway
8 that you would have to be able to turn into for
9 our parking spaces.

10 CHAIRMAN ASH: And that's actually
11 separately defined New Jersey Transit License
12 Agreement as the quote-unquote "access" area?

13 MR. STIRES: I believe so, yes.

14 CHAIRMAN ASH: The parking area and
15 there's also the dumpster area.

16 MR. STIRES: Yes.

17 CHAIRMAN ASH: And the dumpster
18 area; are those the sole dumpsters for the
19 shopping center?

20 MR. STIRES: Yes.

21 CHAIRMAN ASH: And they are, as you
22 look at the plans, for Lot 2; they are the
23 furthest from the public access?

24 MR. STIRES: Yes. And then there's
25 a big drop-off that goes down to Central Avenue.

1 Once you get to the back, there's a big drop-off
2 that goes down to Central.

3 BY MR. SULLIVAN:

4 Q. And then, I wanted to direct your
5 attention to the Van Cleef report dated June 2.
6 In particular, I think we've already addressed 2.3
7 and 2.4. 2.5; we will provide an as-built plan;
8 is that correct?

9 A. Yes.

10 Q. And then with regard to the section
11 layout and circulation items 3.1 and 3.7; can you
12 address those, please?

13 A. Again, I think that's what I talked
14 about before when I testified why they're located
15 where they are. Again, it's the efficiencies of
16 the parking. But also, going back to you need a
17 certain distance for an ADA ramp. So it has to be
18 no greater than 1 on 12. So with a 6-inch curb,
19 that's 6 feet of a ramp and then a 5-foot landing.
20 We couldn't accomplish that with the existing
21 condition. That's why you see the new aisle
22 across from the ADA parking spaces. That's built
23 to ramp up to that 6-inch high elevation and then
24 level off so that they can get into the stores on
25 that sidewalk area. Like I said, we couldn't put

1 them along the -- what I would call the "facade
2 side" I guess you can say -- that line with the
3 parking. So again, that's why we moved them out
4 to the center of the parking lot to also be able
5 to have room to get that proper ADA route into the
6 stores.

7 Q. And item 3.5 recommends a crosswalk
8 to be striped across the drive aisle. Could you
9 address that?

10 A. We could do these. I think by the
11 time we -- it's not a bad idea -- but by the time
12 you shift the parking over and put all these
13 crosswalks, hatch crosswalks, there may be more
14 paint on the pavement than anything else because
15 it would be going towards the bagel shop, and then
16 another line going toward the unit which is
17 directly across the parking spaces. And then a
18 third one to the unit that it's closest to the
19 roadway. So we could comply with this, but I
20 think it would just be a vast amount of paint on
21 the pavement, which may actually be
22 counterproductive. If you're going to have so
23 many crosswalks, you're not going to know where to
24 drive. So it might be better just left the way it
25 is. I know when I talked about to Greg, his

1 family has been running this facility since 1990.
2 They have never had any issues with pedestrians
3 crossing. But you know we're amenable. If that's
4 a condition of the approval, we could revise the
5 plans, but we prefer to leave them the way they
6 have them designed right now.

7 Q. And then, Items 5.4 and 6.2 of the
8 report; the Applicant will comply with those;
9 correct?

10 A. Yes.

11 Q. And we also received a report from
12 the County of Union, which speaks to I guess
13 replacing the existing sidewalks, curbing, and
14 concrete apron. But those are all in good shape,
15 it's not something that we prefer to do. So we'd
16 have to have a further discussion with the County?

17 A. Yes.

18 MR. SULLIVAN: I think that's all I
19 have for Mr. Stires?

20 CHAIRMAN ASH: Thank you. Do any
21 members of the Board have questions for Mr.
22 Stires?

23 MR. GOLDSTEIN: Yeah. Of course, I
24 understand your point about it not being new
25 construction so there's no requirement for the

1 make-ready. I don't if this question is for you
2 or for the owner, but trying to understand the
3 advantage of not taking advantage of this
4 opportunity, as well as the opportunity for the
5 two-to-one counting of those spaces.

6 MR. STIRES: I mean guess I could
7 speak on behalf of him or bring him back. But it
8 always comes back to the cost of it as well
9 because you have to put in all the equipment and
10 things like that. If it became a condition of the
11 approval, I'm sure that they would be open to do
12 it. But also, it's a make-ready, so it's for an
13 EV space so if there's not an electric car there,
14 you're almost losing a space as opposed to the
15 benefit of using all the spaces that are there.
16 It's kind of six of one, half a dozen of the
17 other. Theoretically, you do get a two-for-one,
18 you get closer to the variance condition. But I
19 think really again the crux of this is more so the
20 ADA compliance and meeting the federal standards.

21 MR. VERB: In response to taking
22 advantage of this opportunity; the power we would
23 need to bring to this spot -- actually coming from
24 the back of the building through the transformers.
25 So the work is being conducted in the front of the

1 building. If Westfield is adamant about having
2 the EV spot, then we'll comply. However, it
3 really will mean us running conduit all the way
4 across from the back of the building around
5 towards Manhattan Bagel then going underground.
6 We're not planning to do any work.

7 MR. GOLDSTEIN: Thank you for the
8 clarity.

9 MR. LAPLACE: I have a question. It
10 kind of goes back to what I asked earlier about
11 circulation and access from the town through
12 Lot 5. Are you aware of the redevelopment
13 planning that's underway for Lot 5 which is pretty
14 significant in terms of its scope?

15 MR. STIRES: I am not, no.

16 MR. LAPLACE: Because I think the
17 adjoining property owners are going to need to be
18 coordinated with that, especially since you're
19 dependent on Lot 5 for anyone getting in and out
20 from the rear of that property. Certainly to
21 access those 16 leased spots; which I don't
22 understand why they're not leased to the Town of
23 Westfield if they own the property. Maybe we can
24 find that out.

25 MR. STIRES: I think that's got to

1 be checked. I checked on the software that we
2 have. I didn't get the deed, but I checked the
3 software and what I saw is that it's still owned
4 by New Jersey Transit. So that's something maybe
5 we can just get the deed as part of the condition
6 of approval just to be sure.

7 MR. LAPLACE: Yeah. Okay. I'm just
8 a little concerned that the volume concept design
9 for Lot 5 needs to obviously accommodate your
10 circulation needs or this doesn't work. So we
11 need some clarification. Thanks.

12 CHIEF DUELKS: Just a quick question
13 about your layout. Currently, you are here, you
14 have the light pole and have your existing curb
15 and it says you're removing the curbing. But the
16 current layout as it is right now between the
17 building and the lot and the light poles, are you
18 extending that or is that staying existing where
19 the light pole is? It says you're removing the
20 curbing.

21 MR. STIRES: The light poles are
22 staying, but the curbing --

23 MR. DUELKS: You're removing.

24 MR. STIRES: Just enough to make it
25 work, yes.

1 CHIEF DUELKS: But you're not
2 extending that at all; right?

3 MR. STIRES: No.

4 MR. DUELKS: The reason why I'm
5 asking is for emergency vehicles, getting an
6 ambulance in there, if you extend it any further
7 we're not going to have a turning radius.

8 MR. STIRES: Yeah. It's more the
9 pole on the inside.

10 CHIEF DUELKS: But you're not
11 extending anything outside of that light pole,
12 you're not going to move electric or make anything
13 larger. In other words, you're staying within
14 those two light poles?

15 MR. STIRES: Yes. Correct.

16 MR. CEBERIO: I'd like to piggyback
17 on Michael's comment in terms of coordination of
18 the redevelopment that's proposed; the one to the
19 west and what happened to whether it's transit or
20 Westfield property there. Because it's more than
21 16 spaces. It's really 23 when you consider the
22 seven that are on this site that needs access
23 through that location, some sort of access
24 agreement. I don't know how we move forward with
25 having that discussion what the plans may be at

1 this point with the potential redeveloper to get a
2 better understanding. They may have discussions
3 with Transit or the Town saying, you know, we need
4 that property as well; which then impacts two
5 years, seven years from now, whatever that may be.
6 And that significantly decreases the number of
7 spaces if that were to go away.

8 MAYOR BRINDLE: Mr. Chairman, I do
9 think back to what Mr. Sammet said; I think that's
10 one of the reasons he said that we should consider
11 this application without assuming that those are
12 not going to be there. They may be there, but we
13 can't guarantee they will. So I think it has to
14 be considered. And I think it's also really
15 important to understand what will be there.
16 Because I'm assuming -- we obviously know the
17 tenants that you've mentioned -- I assume you
18 don't know who the tenant is going to be in the
19 vacant space and know what their use may be.

20 MR. VERB: We do not have anything
21 lined up yet.

22 MAYOR BRINDLE: You do not. So you
23 don't know if it's morning or evening. But I do
24 know that what's proposed adjacent on that
25 property is 200,000 square feet of office space

1 with 525 spots below grade which will be available
2 to the public on nights and weekends. So there is
3 that; plenty of nights and weekends spaces
4 available adjacent to the shopping center
5 post-redevelopment. And then there's also going
6 to be surface parking that exists today is going
7 to be behind the building along the rail line. So
8 I think it's important to consider. And I know
9 they're considering that access way that's not
10 going away. Hopefully, it's going to be improved.
11 So I think that is a big consideration. It's also
12 important -- I think even I mentioned the
13 employees -- I know currently in tows, a lot of
14 employees park in the South Avenue parking lot
15 which is free after 10:00 a.m. We anticipate,
16 post-redevelopment, to maintain the opportunity
17 for public access to all parking garages after
18 10:00. And there's not only going to be one on
19 the south side but there's probably -- in closer
20 proximity to you -- there's going to be one on the
21 corner of North and Central where people could
22 literally walk on Central and get to your shopping
23 center.

24 So I think we can debate the number
25 of spots on the site and the 16 you have behind.

1 I do agree with Don; I don't think we should be
2 taking those 16 spots into consideration with this
3 application. But I do think we should be
4 considering what's going to be there post. And I
5 also applaud you for the federal compliance with
6 the ADA which has been a big priority of this
7 administration. And so I want to thank you for
8 that.

9 MR. VERB: Thank you, Mayor.

10 MR. LAPLACE: Chair, I just wanted
11 to add to the Mayor's points about sort of what
12 the future situation will be which is actually
13 more and probably a better functioning public
14 parking from the past being in the general area.
15 Both the Master Plan and the Redevelopment Plan
16 that's underway calls for a serious look at adding
17 street parking back on the northerly side of South
18 Avenue, so it would be fronting the new
19 development. And that certainly would be
20 additional parking for certainly new customers. I
21 just wanted to put that out there as well.

22 CHIEF DUELKS: I'd like to also
23 applaud Mr. Verb for his reconfiguration plan to
24 further meet ADA compliance. But to the point
25 that was made earlier the remark about perhaps no

1 crosswalk, we don't need it. I would push back on
2 that and say yes you do. Because while maybe
3 you've never had any serious issues with
4 pedestrians there in the lot, you've never had
5 three handicapped spots there before. I would
6 recommend that you do paint that crosswalk.

7 CHAIRMAN ASH: Any other questions
8 from the Board?

9 MAYOR BRINDLE: Mr. Chair, just one
10 other thing. We heard your point too about EV and
11 the cost of bringing it. I would like to just
12 suggest during the development when the South
13 Avenue parking lot is getting torn up, there's
14 going to be a lot of infrastructure being put into
15 place. If we could ask that you would consider
16 putting the EV stations at that time. Perhaps
17 access to power would be easier and more
18 available.

19 MR. VERB: I'm willing to consider.

20 CHAIRMAN ASH: At this time are
21 there any members of the public with questions for
22 Mr. Stires? Okay. Seeing none. Mr. Sullivan.

23 MR. SULLIVAN: That concludes our
24 witness presentation. We would ask that you
25 consider approving the application. You

1 understand the purpose and that is to
2 reconfiguration to gain ADA compliance. We do
3 have an overall parking situation and it worked
4 for a number of years. We know that there may
5 become uncertainties both advantages and
6 disadvantages to us. But overall, we think that
7 the site is going to be able to function without
8 any issues. We do believe that the benefits
9 clearly outweigh any detriments. Obviously, the
10 benefit is bringing it into ADA compliance which
11 promotes the public safety and general welfare.
12 And we don't see any real detriments to that.
13 We're not really losing, other than one space,
14 which we're probably going to make up with the
15 make-ready in the future. In terms of on-site
16 parking; we're not really taking anything away
17 that would be a detriment here. And I think
18 Mr. Verb has testified, and then there was some
19 additional discussion with the Board, that there
20 is a municipal lot in the area that can be used
21 for parking, and there is some potential on-street
22 parking. And then what the future is going to
23 bring, it sounds like there's going to be
24 additional parking available to serve not only
25 this site but other businesses in the area. So

1 with all that said, we ask that you consider
2 approving the application.

3 CHAIRMAN ASH: Thank you.

4 Mr. Sullivan, the question that was raised about
5 the ownership of Lot 2 and whether that is owned
6 by the Town or whether that is owned by New Jersey
7 Transit. Your license agreement is with New
8 Jersey Transit and I know that you have been -- or
9 your client's been - paying a monthly fee to New
10 Jersey Transit to sue that property. How would
11 suggest that we address that; which really is a
12 legal question?

13 MR. SULLIVAN: It is. I think first
14 off, as Mr. Stires had mentioned, I think we need
15 to do a little research and take a look at some of
16 the county records to see who actually owns that
17 site. We are always under the impression that it
18 was New Jersey Transit. I think he's been leasing
19 the spaces for 30-something years at this point.
20 It comes as a bit of a surprise that New Jersey
21 Transit may not own it. So we're certainly going
22 to have to look into that and report back.

23 MR. TREMBULAK: Just on that issue;
24 what does the list of property owners indicate?

25 MR. STIRES: I was just looking at

1 that. It says basically CRR of New Jersey.

2 MR. LAPLACE: Central Railroad of
3 New Jersey. Most of the property around the train
4 station was purchased by the Town from the Central
5 Railroad of New Jersey. But I'm not sure if it's
6 still part of the Town or of New Jersey Transit.
7 We'll have to investigate that.

8 MR. TREMBULAK: I'm looking at the
9 cover sheet of the site plan, and it's
10 Block: 3101, Lot: 5.

11 MR. SULLIVAN: Two.

12 MR. LAPLACE: Lot 2. We're talking
13 about Lot 2. Lot 2 is that sliver, that linear
14 one behind the shopping center. Lot 5 is clearly
15 the Town of Westfield.

16 MR. TREMBULAK: Lot 2. Okay. I see
17 it now where it is; Central Railroad of New
18 Jersey.

19 MR. SAMMET: And if you look at our
20 system in-house which is supposedly based on lot
21 coordinated, said "owned by Town of Westfield."
22 So there's some discrepancy somewhere.

23 MAYOR BRINDLE: And our town
24 attorney can confirm that as well. Right, Don?

25 MR. SAMMET: I believe so, yes. I'm

1 not sure what records Mr. Jardim, who is our town
2 attorney, may have checked, however.

3 CHAIRMAN ASH: I guess perhaps a
4 title search would be in order, Mr. Sullivan?

5 MR. SULLIVAN: Yes.

6 CHAIRMAN ASH: And that would have
7 to be a conditional of approval that you would
8 have to demonstrate through a title search that
9 Transit owns the property that they have been
10 licensing to you for parking purposes. And
11 really, again, my concern is not the 16 spaces
12 that are fairly off-site, but it's the access area
13 to your seven on-site spaces that are material to
14 this application.

15 MR. SULLIVAN: I mean we're
16 certainly going to take a look at the overall
17 situation. Again, I would just ask the Board to
18 keep in mind we're not asking to change anything
19 out there except to add these three ADA spaces.
20 And I don't see that we're really here to try and
21 kind of recreate the wheel and start taking spaces
22 away. I mean this is something that's been going
23 on for over 30 years. So we'll certainly look
24 into the issue. And whether that's a condition of
25 approval, obviously, we would want to be able to

1 come back and be heard by the Board on that
2 particular issue if it turns out there is a
3 problem.

4 CHAIRMAN ASH: Sometimes when you
5 start doing some work in your house and open up a
6 wall, you find something you didn't anticipate and
7 then you to deal with it then and there.

8 MR. SULLIVAN: It's true.

9 CHAIRMAN ASH: It's happened before.
10 So, yeah, I think that is an important condition
11 that we'll have to take into account if the Board
12 feels that it meets the criteria here for
13 approval. And with no other testimony or comment,
14 that leaves it to us. I think a number of my
15 colleagues have pointed out the benefit in
16 creating ADA-compliant parking. I think it's hard
17 to find any reason why we wouldn't want to support
18 that change to this parking lot. I think the
19 comment by Councilman Dardia to include some
20 crosswalks -- maybe not to every doorway and
21 access point - but at least maybe in two
22 directions so that it's clear. And I think if
23 that slows down people circulating through the
24 parking lot, that's probably a benefit as well.
25 Our engineer has his hand up.

1 MR. BATTAGLIA: If I may; the notes
2 in my letter are only about two crosswalks. I can
3 work with Greg on that.

4 CHAIRMAN ASH: And for the record,
5 where were those defined?

6 MR. BATTAGLIA: I would like to see
7 one on the eastern side of the new spots going
8 towards the north and then another one towards the
9 east.

10 CHAIRMAN ASH: I think Sheet 4 of
11 Mr. Stires' plan shows kind of clear landing
12 areas.

13 MR. STIRES: Yes.

14 MR. SULLIVAN: Yes.

15 CHAIRMAN ASH: And your crosswalk
16 suggestions have paint towards those landing
17 areas.

18 MR. BATTAGLIA: Correct.

19 CHAIRMAN ASH: So that would be
20 pretty much in front of the door to the dry
21 cleaners and I guess where Wonder is.

22 MR. STIRES: Yes.

23 CHAIRMAN ASH: Okay. I think with
24 those conditions, establishing ownership of Lot 2
25 a fee-simple binder with New Jersey Transit,

1 including the painted crosswalks, I would be in
2 favor of approving the application knowing that
3 the benefits outweigh any detriments in the lost
4 parking.

5 MAYOR BRINDLE: Mr. Chairman, can I
6 just confirm something? Is the condition just to
7 confirm ownership? But what if it comes back and
8 it says that the Town of Westfield; and we don't
9 lease those spaces? Are you saying it's
10 conditional upon the ability to lease those spaces
11 or it's just a condition on clarifying who owns
12 it?

13 CHAIRMAN ASH: Well, if they can't
14 establish that Transit owns that property and has
15 the right and the authority to license the
16 property, then I think this application is seven
17 parking spaces short from what they're showing
18 on-site without ingress or egress to those seven
19 spaces.

20 MR. TREMBULAK: Well, it would be
21 more about aren't they also relying upon those 16
22 spaces from Transit.

23 MAYOR BRINDLE: I just want to go on
24 the record that I don't think it should be
25 contingent upon those 16 spaces. Now, if we want

1 clarification of ownership; great. But I don't
2 think it should be contingent upon the 16.

3 CHAIRMAN ASH: I'm not identifying
4 the 16 spaces. It's the seven spaces on their
5 site that they are including that will be
6 landlocked without the access area in the Transit
7 license.

8 MR. TREMBULAK: So you're only
9 concerned about the seven spaces that need access
10 over there?

11 CHAIRMAN ASH: Right. But from a
12 legal issue of ownership and who has title to
13 Lot 2, goes to both of those issues.

14 MR. VERB: If I may for one moment,
15 Mr. Chairman.

16 CHAIRMAN ASH: Yeah.

17 MR. VERB: I would just guess that
18 the amount of money we lease that space from New
19 Jersey Transit would be probably more than
20 Westfield could make on parking per year. If it
21 would be possible if Westfield does own it to
22 enter into a lease agreement with Westfield?

23 CHAIRMAN ASH: That would be a
24 separate question and you would have to approach
25 the Town and the Governing Body would have to

1 approve that. We could not enforce that as a
2 condition of this approval.

3 MR. TREMBULAK: But we could
4 provide, if the Board wish, as an alternative that
5 if they don't own it, they would then have to
6 provide an agreement with the Town.

7 MAYOR BRINDLE: I think we should
8 keep those 16 spots out of any type of approval.
9 I don't think we should mandate that that lease
10 happens.

11 MR. LAPLACE: But doesn't that then
12 require a different variance for more spaces?
13 That's not what was noticed.

14 CHAIRMAN ASH: Right. Because
15 again, it's not the 16 that triggered a variance,
16 it's the seven.

17 MAYOR BRINDLE: Yes. Understood.

18 MR. GOLDSTEIN: They noticed only
19 one.

20 MAYOR BRINDLE: Correct.

21 MR. TREMBULAK: Without the 16,
22 they're providing 28, but that includes the seven;
23 which may be an issue.

24 CHAIRMAN ASH: Right. And in my
25 mind, the seven are critical, otherwise, this is

1 going to be significantly under-parked.

2 MR. LAPLACE: Could we simply state
3 in a condition that if ownership changes, if it
4 turns out to be the Town of Westfield, the
5 Applicant should negotiate with the Town of
6 Westfield for a lease agreement? Put that in as
7 guidance as part of the condition of approval.

8 MR. TREMBULAK: They just need
9 access to get to those seven spaces; right?

10 CHAIRMAN ASH: Right.

11 MR. TREMBULAK: I think, correct me
12 if I'm wrong, but it sounds like the Board is
13 willing to grant a variance to permit 28 spaces;
14 which doesn't take into account the 16 on Lot 2.

15 CHAIRMAN ASH: Correct.

16 MR. TREMBULAK: Provided that the
17 Applicant either can establish ownership on the
18 part of Transit, or, alternately, an agreement
19 with the real property owner to allow access to
20 those seven spaces on the Applicant's property.

21 CHAIRMAN ASH: Yes.

22 MR. TREMBULAK: Okay.

23 CHAIRMAN ASH: Any other comments
24 from the Board?

25 CHIEF DUELKS: Quick question. What

1 if it turns out to be New Jersey Transit's
2 property, and in the future, you have to go
3 through Town property to get to Transit property,
4 and what if that Town property has no more access
5 in the future to the Transit property to get to
6 them?

7 CHAIRMAN ASH: Well, the current
8 situation is they can go through Town property to
9 access the Transit property.

10 CHIEF DUELKS: Correct. But with
11 everything that's going on in the future, what if
12 there's not an access to get to that Transit
13 property in the back?

14 MAYOR BRINDLE: There're currently
15 plans to have that access.

16 MR. DUELKS: There will be? Okay.

17 MR. LAPLACE: And that's why I
18 raised the hope that you'll coordinate with the
19 planning that's underway. Because it will be a
20 public process that's critical that we still
21 ensure access for adjoining properties.

22 MR. DUELKS: Right.

23 CHAIRMAN ASH: And I think, to
24 answer your question on the record, I don't think
25 we could approve an application that would

1 landlock Transit's property. We'd have to
2 maintain that or make that a condition of approval
3 that would make a requirement on that applicant of
4 the adjacent property.

5 MR. LAPLACE: Comments?

6 CHAIRMAN ASH: Yes.

7 MR. LAPLACE: I would just add that
8 -- I think this was similar feelings of the Mayor
9 -- that this is an improvement to the existing
10 situation, so we -- I applaud that it will
11 certainly be better for accessibility for all
12 users. I think this is a very practical, positive
13 evolution of this site, so I'll be supporting the
14 application. And I hope to see you down the road
15 in the future for an exciting redevelopment
16 proposal of Lots 6, 7, and 8. Because I think
17 that's something we'd like to see in the future.
18 But in the meantime, this is definitely going in
19 the right direction.

20 CHAIRMAN ASH: Anyone else?

21 MAYOR BRINDLE: I will just concur
22 with Mr. LaPlace. And I would just encourage you
23 to read up on the redevelopment of this plan.
24 Your shopping center will be one of the biggest
25 beneficiaries of this plan with 1,000 employees

1 right next door to your shopping center. I would
2 suggest you look at it. It might conform to some
3 of the things that you're going to consider doing
4 over the next few years.

5 MR. VERB: Sure.

6 CHAIRMAN ASH: Again, I'll reiterate
7 that the benefits of providing ADA-compliant
8 parking outweigh the detriment in the loss of
9 parking; provided that the loss of parking that we
10 are evaluating is the loss of three spaces and not
11 10 spaces. If it was 10 spaces, that is a
12 different situation, and this Board would perhaps
13 deliberate and make different findings. So with
14 that, there is a condition for compliance with our
15 engineer's memo and specifically the delineation
16 and painting of crosswalks in the locations
17 described in this memo, and a condition that
18 Applicant demonstrates through compliance, that
19 Transit is the fee owner of Lot 2 and has the
20 authority to grant the right in your license
21 agreement. Is there anything else that was
22 discussed? Okay?

23 I would move to approve the
24 application on those conditions.

25 COUNCILMAN DARDIA: Second.

1 MR. SAMMET: I'll go from my left.
2 Chief Duelks.
3 CHIEF DUELKS: Yes.
4 MR. SAMMET: Ms. Carreras.
5 MS. CARRERAS: Yes.
6 MR. SAMMET: Mr. Ceberio.
7 MR. CEBERIO: Yes.
8 MR. SAMMET: Chairman Ash.
9 CHAIRMAN ASH: Yes.
10 MR. SAMMET: Mr. LaPlace.
11 MR. LAPLACE: Yes.
12 MR. SAMMET: Mayor Brindle.
13 MAYOR BRINDLE: Yes.
14 MR. SAMMET: Councilman Dardia.
15 COUNCILMAN DARDIA: Yes.
16 MR. SAMMET: And Mr. Goldstein.
17 MR. GOLDSTEIN: Yes.
18 MR. SAMMET: Your application is
19 approved.
20 MR. SULLIVAN: Thank you.
21 CHAIRMAN ASH: Thank you.
22 Next up; we have PB 23-07, the
23 Applicant is Bronx Realty, LLC. The property is
24 184 Elm Street, Block: 2405, Lot: 30.
25 MR. HEHL: Good evening,

1 Mr. Chairman and Board Members. Stephen Hehl
2 representing the Applicant, Bronx Realty. We're
3 here this evening before the Board to seek
4 approval and two floors of residential in the
5 building at 184 Elm. This is an exciting project
6 that's consistent with the Master Plan. It's
7 exactly what Downtown Westfield wants to maintain
8 with commercial uses on the first floor, have
9 residential on the upper floors, add foot traffic,
10 and new housing. We've received the reports from
11 both Mr. Sammet and Mr. Battaglia, and we're
12 prepared to address those.

13 And just by way of background; this
14 is an interesting site as you've all seen in the
15 documents. At one time, it was all owned by a gas
16 company. They sold off a portion to the church
17 who sold off a portion to the present tenant
18 entitled Bronx Realty. So the access to the site
19 is off of an easement, a common easement over the
20 church parking lot. We have 20 spaces on the site
21 -- it's actually 23 when you consider the EV --
22 but we also have a shared parking arrangement with
23 the church. Again, we've reviewed this, and it's
24 been quite a while working with our professionals
25 and Mr. Sammet, and the Town to come up with this

1 concept. And you'll see from our renderings, it's
2 a great-looking building that we're proposing
3 here, and, again, what we want to see in the
4 downtown.

5 What I'd like to do first is I'd
6 like to have first our architect, Mr. Blasi, talk
7 about the building that's proposed there, and then
8 we'll move on to our site engineer, Mr. Bachi, and
9 Ms. Keller, our concept professional planner.

10 CHAIRMAN ASH: Very good. Please
11 proceed.

12 MR. HEHL: And does this work this
13 way? (Indicating.)

14 CHAIRMAN ASH: Are we using our
15 technology this evening? While Don is providing
16 tech support, how about we qualify Mr. Blasi?

17 GREG BLASI, having been duly sworn,
18 was examined and testified as follows:

19 CHAIRMAN ASH: Good evening,
20 Mr. Blasi. You've been here before?

21 MR. BLASI: I have.

22 CHAIRMAN ASH: And we've qualified
23 you as an expert in the field of architecture?

24 MR. BLASI: Yes.

25 CHAIRMAN ASH: And all of your

1 licenses are current?

2 MR. BLASI: Correct. They are.

3 CHAIRMAN ASH: We'll continue to
4 accept you as an expert.

5 MR. HEHL: Thank you, Chairman.

6 Mr. Blasi, if you could take us through first -- I
7 know you've been working quite a while this
8 project -- take us through the existing conditions
9 to the building, and then what's proposed by way
10 of improvements.

11 MR. BLASI: Okay. I'd like to start
12 with A-1. The existing building is basically a
13 one-story, brick, three-sided, and a stucco front
14 with the existing storefront. So this is the
15 existing first floor. (Indicating.) The
16 building, the existing plan -- as I turn to A-2 --
17 has a basement level and has an existing first
18 floor, which is Number 1 on A-2, which is a bank
19 on the right side and retail space on the left
20 side. And the front, it has a front entry that
21 goes to the retail space or the back. And then in
22 the rear currently --

23 MR. HEHL: That one is over here.

24 If you can mark all of this for the Board.

25 Whatever is easier for the Board.

1 (Whereupon, Applicant's Exhibit A-2,
2 PROPOSED FLOOR PLAN 3/14/2023, was marked for
3 identification.)

4 MR. BLASI: So staying on A2; the
5 rear of the building, right now, you come in from
6 the lot. And since it's higher, you would take
7 steps down into the bank and into the retail
8 space. That's the existing.

9 What's being proposed right now is
10 the front -- I'm staying on A-2, Number 1, the
11 ground floor -- you will be able to come in the
12 rear entrance into a vestibule. And when you come
13 in, there will be mailboxes for the apartments
14 above, a separate entry to the elevator or
15 stairway up, and then you'll be able to come into
16 the bank. I left these drawings in the original
17 ones that were submitted, but if I may add in
18 another exhibit, A-2, it shows handicapped access
19 to the lobby; if you guys would like to see that.

20 MR. BLASI: With that drawing, as
21 you're coming around, you will be able to come in
22 the rear entrance and then take a lift, it's
23 30 inches down to the existing bank and existing
24 retail. So someone handicapped, from the rear
25 parking lot will be able to come in the vestibule,

1 take the lift 30 down or take the staircase, and
2 have access now in which the bank side will no
3 longer need a staircase or the retail. Those two
4 staircases will go away and you'll have direct
5 handicapped access from the rear parking lot into
6 the building.

7 Going upstairs to the -- meeting
8 with the requirement, one elevation into the
9 building that looked like an older development,
10 and to create these apartments on the second and
11 third floor. There are two floors. They mirror
12 each other. You have two bedrooms on the left
13 side. You have three, one-bedrooms on the right
14 side. Five units per floor. As you look at the
15 plan, also where the kitchen and family rooms are
16 in the rear of the building and the front of the
17 building, they have use to a street view where
18 it's open to the rear view. And then the side;
19 they have French doors or balconies. That view
20 and on the left side, there're bedrooms that are
21 in the center that have windows and meet the code
22 as far as distance from the next building. So
23 that is the floor plan. It's two floors, two
24 means of egress, and an elevator.

25 And I'd like to go to elevations.

1 The elevations from the front view, again, if you
2 think of the buildings that are further down on
3 Elm Street -- so if you're on Elm Street, you're
4 going towards the train station -- there's a lot
5 of existing buildings that are basically brick,
6 stone headers, stone string courses and have
7 balconies. So this will fit in. It's a two-story
8 addition to an existing building. It would be a
9 backdrop for the beautiful Baptist Church next to
10 it. It will be masonry. It will have balconies.
11 And it will look much like a building built in
12 Westfield in the 1880s and 1920s. The rear of the
13 building has a vestibule and the rear has an
14 elevator in the back and there're French doors.
15 If you look at this elevation Number 2, it's the
16 Baptist Church side, the front elevation is Number
17 1. Number 3 is the alleyway so it has windows in
18 the rear. And the rear facade will be an
19 elevator, stairwell, and then this side with the
20 French doors is for apartments.

21 There were three pieces that were
22 brought up during questioning about the variances
23 of the height. What I did was the existing
24 building is a gas building. It has an existing
25 height, it has steel, and it has decking above it.

1 So in order to have 10-foot floors and leave
2 2 feet of structure, it's basically hedging our
3 bets that we're going to be able to bring all of
4 the HVAC and have everything work with that
5 existing building and the existing steel deck and
6 height of the existing building. So I added a few
7 inches of height to basically ask for those
8 10-foot floors, 2-foot structure. There's a
9 3-foot parapet that's up above. That 3-foot
10 parapet will make code with that building next
11 door. It will hide all the HVAC behind it.

12 But there's another question
13 regarding the elevator and the clear story above.
14 I have a Schindler elevator that is a three-story
15 elevator. It has a specification that from the
16 second floor, finished floor, to the top of the
17 hoist lift is 12'6. That would basically take us
18 6 inches out of the roof which would still leave
19 another 2'6 before we got to the top of the
20 parapet. So if another elevator is chosen that is
21 a 13 or 14-foot clear space, there's still room
22 above the 12-foot-6 in order for that to work.
23 But it is a Schindler 3-story hoist lift elevator
24 that will work with that clearance.

25 Another item is the elevator height

1 of the building. It was the elevator -- one other
2 comment in the engineering is the doorways. I'm
3 going to turn to Sheet A-2, and it is a double
4 door going out of the rear vestibule. There was a
5 question about those doorways being within the
6 parking space clearance of one of the handicapped
7 parking spaces. There're two ways to resolve that
8 is either leave the overhang and remove the glass
9 enclosure or I'm hoping later on to basically take
10 the doorways and just move the doorways back to
11 allow some of this vestibule area, interior
12 vestibule area, to be able to move the doors back
13 or use a sliding door that would be approved. But
14 either way, either doorway, the clearance of the
15 doorway will be taken back out of the way of the
16 building perimeter.

17 MR. HEHL: And I know you've worked
18 hard quite a while with the town planner to...

19 MR. BLASI: We solved several
20 issues. We met at the origin to talk about the
21 floors, talked about the style of the building,
22 putting in the access space and the parking. So
23 it's been eight months I guess since we started
24 the process.

25 MR. HEHL: Thank you. I have no

1 further preliminary questions of Mr. Blasi at this
2 time.

3 CHAIRMAN ASH: Thank you. Members
4 of the Board, does anyone have questions for
5 Mr. Blasi? Seeing none. Do any members of the
6 public have a question for Mr. Blasi? Okay.
7 Thank you.

8 MR. HEHL: Yes. I'd now like to
9 call site engineer, Joseph Bachi.

10 JOSEPH BACHI: Having been duly
11 sworn, was examined and testified as follows:

12 CHAIRMAN ASH: Please proceed.

13 MR. HEHL: I know Mr. Bachi, now
14 that Mr. Watson quit and retired, has been here.
15 But if you can please briefly give the Board and
16 the public your credentials for your area of
17 expertise and licensing for all and that they're
18 current.

19 MR. BACHI: Sure. In 2012, I
20 graduated from Rutgers University with a BS in
21 civil engineering. I've been practicing civil
22 engineering since then. I'm licensed in the State
23 of New Jersey since 2016. My license is in good
24 standing. Active. I've been qualified with many
25 boards in the area; Scotch Plains, Union, and

1 Elizabeth. A lot in Union County and the rest of
2 the state.

3 CHAIRMAN ASH: Thank you. Any
4 questions for Mr. Bachi? The Board will recognize
5 Mr. Bachi as a professional in his field.

6 MR. HEHL: Thank you, Mr. Chairman.
7 And Mr. Bachi, obviously, again, you're well
8 familiar with the site. If you can take us
9 through first of all the overview of the area,
10 plan, and then move onto existing conditions
11 proposed by way of improvements.

12 MR. BACHI: Sure. These are the
13 plans that were previously submitted to the Board.

14 MR. HEHL: Just refer to the page
15 number.

16 MR. BATTAGLIA: Just really quick;
17 I'll cover our engineering Sheet 1. It shows the
18 site, we have the 200-foot owner's list, our
19 general notes, various requirements; a key map.
20 You will see the zoning excerpt here from the
21 zoning map. We're Lot 30, Block 2405. Down here,
22 there's a shared parking lot with the First
23 Baptist Church, to the southeast by the First
24 Baptist Church, southwest by Elm Avenue, and
25 northeast by Orchard Street here. I'm going to

1 jump to the last sheet, 1-of-1, it's our boundary
2 and topographic survey just to give you guys an
3 idea of what's on the site now. That's the last
4 sheet in the set.

5 Mr. Hehl and Mr. Blasi gave you guys
6 the rundown, so I'll be brief here. There's an
7 existing one-story masonry building on the front
8 of the site. Obviously, it's been added onto it.
9 In the rear, there's a paved parking lot with 20
10 stalls currently. The aisle is 21.35 is the
11 existing nonconformance. And then there's also an
12 existing side yard nonconformance .96 on the
13 easterly side and 3.83 on the westerly side.
14 Aside from that, there are just small gray areas;
15 a paved walkway here. That's really it. There's
16 really not much to the site.

17 I'm going to jump to Sheet 2 of the
18 plans and we'll go through the site improvements.
19 I think you already heard what the architect
20 proposed on the building. But the site
21 improvements are generally in the rear. You can
22 see this line where we're proposing sawcut. It's
23 only maybe 1/3 of the parking lot there. The
24 rest, you know, towards the shared parking lot is
25 not being touched. Maintaining that same aisle

1 width of 21.35. Bringing the site into ADA
2 compliance. Minor regarding; I'll go over that in
3 the next sheet. You can see the ADA spot. One EV
4 spot and two make-ready are proposed for a total
5 of three. Mr. Sammet mentioned a requirement for
6 six based on the required amount of spots. We're
7 happy to comply with that.

8 Additionally, we have pretty minor
9 improvements. A new trash enclosure. Right now,
10 there's a dumpster hanging out in the parking lot.
11 So we'll have closure for it to surround it and
12 shield that. Reconstructing the pavement with
13 some new granite blocks that were damaged. The
14 columns supporting the addition above. I'll go to
15 the next sheet, Sheet 3, Proposed Grading Plans,
16 very quickly. There's not much going on. I
17 didn't mention this on the surface, but right now,
18 the rear stormwater is basically flowing westerly
19 into an inlet right near the ADA spot. We're
20 maintaining the existing drainage patterns and
21 modifying the draining a little bit for ADA
22 compliance. And we'll be in full compliance to
23 the entry in the rear from that ADA location. And
24 the other, you know, no other real grading
25 changes, just some minor grading to bring it up to

1 code with ADA. We just have some other -- with
2 the granite blocks, we're replacing this area.

3 Going to Sheet 4, it's our lighting
4 plan. Four lights are proposed in the parking lot
5 15 feet high. It's going to cover just the
6 parking lot. It was pointed out that there's a
7 little bit of spillage to the north here in the
8 shared parking lot. It's very minor and it's only
9 going to cover that existing parking lot that's
10 already there, so it's not affecting any neighbors
11 in the area. And it's at most one -- less than a
12 footcandle going over the property line up there.
13 So, really, I don't think it's going to affect any
14 neighboring properties or any neighbors. That's
15 really it for going through the site plans.

16 MR. HEHL: I think you have an
17 exhibit showing. I believe we submitted it as
18 part of the application as a supplement?

19
20 MR. BACHI: Yes, I did blow it up.
21 It's slightly modified. I believe the earlier
22 submission on 11/17 just didn't blow it up to
23 scale. But this is an aerial view of the site.
24 You can see our site outline here. The rear
25 parking lot. The existing building. Site access

1 here to a shared parking lot with the Baptist
2 Church which goes into our rear parking lot here.
3 As part of their settlement agreement -- I believe
4 that was submitted -- 27 spots for our use coming
5 from this shared parking lot here. So while we're
6 deficient by 13 spots, that's covered by this
7 shared parking lot on the weekdays. I do have
8 another exhibit just to show the access.

9 MR. HEHL: Yeah. You can put that
10 up.

11 MR. BACHI: Just to address one of
12 the comments raised by the Board's professionals.
13 Our original survey did not show an access
14 easement. There is an existing easement. I
15 believe there are some contingencies with using
16 that. But I just wanted to show that there is an
17 existing 15-foot wide access easement to the north
18 of the property that's on that shared parking lot.

19 MR. HEHL: And from an engineering
20 standpoint, I know you touched some of the items.
21 The June 2nd memorandum from Mr. Battaglia. Do
22 you have any problem with complying with any of
23 those terms or conditions?

24 MR. BACHI: No.

25 MR. HEHL: And we did that, and also

1 Mr. Sammet's report. Again, no more further
2 preliminary questions of Mr. Bachi. Again, some
3 were limited in the scope of engineering
4 associated with this project.

5 CHAIRMAN ASH: Members of the Board,
6 questions for Mr. Bachi?

7 MAYOR BRINDLE: I just have a
8 question. The argument regarding green features,
9 I think you'll be in compliance with our, I'm
10 sure, green checklist. I was curious, are there
11 any added green features on the roof or anything
12 like that?

13 MR. BACHI: No. I meant to mention
14 there were some existing green spaces shown here
15 and the proposed situation involved. So green
16 spaces would be grass areas.

17 MAYOR BRINDLE: Yeah. A green roof,
18 I mean anything with that sustainability in front,
19 I think is more than what's required. Just
20 wondering.

21 MR. BLASI: Besides high-efficiency
22 heating and cooling systems, there are no plans
23 for any green roof.

24 MR. HEHL: But everything is modern
25 with ADA compliance.

1 MR. LAPLACE: Just stay on that
2 topic for a moment because I'm really glad the
3 mayor raised it. This site is almost nearly
4 impervious. There's was no thought to somehow
5 bring some green function or, you know, more into
6 -- you know, it's pretty...there's no green here.
7 Except for the street trees out on Elm Street.

8 MR. BACHI: From an engineering site
9 perspective, we're trying to -- we're not really
10 changing much. We're a little bit more impervious
11 but we're trying to maintain seeking a parking
12 variance. We're trying to keep in our scope of
13 work (a) and (b) just trying to keep the parking
14 as it is, so...

15 MR. LAPLACE: But you basically have
16 a big flat roof that you're not doing anything
17 with.

18 MR. BLASI: So there was discussion.
19 The owner would have liked to have had a rooftop
20 terrace or do something. But because of the
21 building height and because of planning right now,
22 that was tabled currently. It's something they'd
23 like to do in the future. As far as adding
24 planters and adding some green around the
25 entranceway; that's about it because of the amount

1 of parking. If you look at the parking, it's
2 existing spaces. We would be taking away from any
3 parking spaces. It's locked in on all three
4 sides. Besides urban landscaping around
5 entranceways; that's about all there's room for.

6 MR. LAPLACE: I think you're adding
7 a sizable residential component to a site that's
8 right just commercial. The fact that no green
9 aspect of the site plan was added because people
10 are going to be living on the site surprised me.

11 MR. BLASI: I do appreciate that.
12 Though for the homeowners, themselves, they have a
13 park one building away. So they have the park,
14 they have the downtown. As far as a place to
15 live, it's pretty remarkable because you can walk
16 to downtown and you have this large park, tennis
17 courts, and outdoor space. I would ask you if you
18 look at where the building property lines are and
19 where --

20 MR. LAPLACE: Well, again, I think
21 the roof was a good opportunity. But you've
22 answered the question. Thank you.

23 MR. BLASI: You're welcome.

24 CHAIRMAN ASH: Mr. Goldstein.

25 MR. GOLDSTEIN: On Sheet 2, you

1 identify a tree being removed. I was just
2 wondering if you can describe that and if you've
3 spoken to the Tree Preservation Committee about
4 that.

5 MR. BACHI: We have been not yet.
6 I'm not sure if that application has -- one tree
7 is conflicting with where the trash enclosure is
8 going to be and the new addition. It's in this
9 corner. (Indicating.) I forget; either the trash
10 enclosure or the addition is conflicting with it.
11 We haven't spoken to the Tree Commission as of
12 yet.

13 MR. GOLDSTEIN: I would ask that be
14 a contingency that they speak to the Tree
15 Preservation Committee first.

16 CHAIRMAN ASH: Yes. As the liaison
17 to the Commission, I can confirm that they have
18 not yet. And you will need that. Anyone else?
19 Chief, are you satisfied with the ability to
20 respond to emergencies here?

21 CHIEF DUELKS: Like they stated, you
22 will still have the same access to this building.
23 The only difference is the height that's going up.
24 There's nothing changing on the structure. You're
25 not going out any deeper than what it is. It's

1 the area of the height. The frontage; we would
2 have perfect access to it. To the rear; we would
3 have access to the back parking lot like we
4 currently do have already. Ground ladders,
5 obviously, would be on the east side of the
6 structure. But there is a driveway that goes
7 through there as well on the right side of the
8 structure where the church it is as well where we
9 would have access. One question I do have is for
10 the architect. With this building, what sprinkler
11 system do you have installed going in here? Is it
12 an R13 or you're going to go with a regular 13?

13 MR. BLASI: We haven't decided yet.
14 But we're going to have a two-hour separation
15 between.

16 CHIEF DUELKS: The code, obviously,
17 is an R13 because it's residential now that you're
18 putting up there. Ideally, you'll meet the code
19 with the R13. I would like to see a regular 13.
20 And, basically, what a 13 is you would take all
21 the void spaces in the attic, closets, and upright
22 heads as well. That, basically, the 13 would
23 cover every inch of this building compared to the
24 regular R13 just covers the common areas and the
25 livable space. So if you take that into

1 consideration to add that in there with the owner,
2 that would be really appreciated as well.

3 MR. BLASI: I'll speak to him about
4 that.

5 MR. HEHL: We're checking.

6 (Whereupon, there is a discussion
7 held off the record.)

8 MR. BLASI: The owner has no issue
9 with that as well.

10 CHIEF DUELKS: Thank you. Other
11 than that Chair, I'm good.

12 CHAIRMAN ASH: Chief, if you
13 wouldn't mind, could you just specify what that
14 condition would be, what is the requirement?

15 MR. DUELKS: When the plans get
16 approved to the construction official and to the
17 fire official, that the sprinkler requirement
18 would be a 13 instead of an R13. Resident R13 is
19 a residential sprinkler system which would be up
20 to compliance for this construction. But we would
21 request a regular 13 which would be just
22 additional heads in void spaces where it's not
23 livable. Being that you said there's going to be
24 gaps between the floors of 2 feet to get to the
25 10-foot feet ceilings, you're saying an R13, there

1 would be no sprinklers and that's where your
2 setting up, putting all your appliances as well as
3 your electric work, plumbing work, everything goes
4 through there, HVAC. Now, with 13, there would be
5 a sprinkler system built throughout every inch of
6 that building except just the actual livable
7 spaces.

8 MR. BLASI: Understood.

9 CHAIRMAN ASH: Any other Members of
10 the Board, questions for Mr. Bachi? At this time,
11 if there are members of the public with questions
12 for Mr. Bachi. Sir, if you could please approach
13 the mic. Tell us your name and address, please.

14 MR. HANSCOM: Warren Hanscom, 740
15 East Broad Street. And I'm a member of the
16 church. I'm just wondering if you're all aware
17 shared spaces are only shared five days a week.
18 On Saturday and Sunday, they belong to the church.
19 The church has a lot of tenants that are very --
20 you know, public service. We have the Westfield
21 Y, we have Mobile Meals, we have New Jersey
22 School-aged Care Coalition. These are pretty
23 important tenants that use the space, and the
24 church uses it too. We've been there since 1866.
25 So I think the shared thing should be made very

1 clear that it's shared on the basis of an easement
2 which is poorly worded -- I think we both agree --
3 but it does allow the church ultimately to build a
4 building on the property. So potentially, there
5 would be no shared spaces if we ever chose to do
6 that. So it's a problem.

7 CHAIRMAN ASH: Mr. Hanscom, do you
8 have a question for Mr. Bachi? There's a separate
9 period for public comment.

10 MR. HANSCOM: Okay. I understand
11 that. But I asked if the shared space was -- are
12 you aware that they are only shared five days a
13 week?

14 MR. BACHI: Yes, we are aware.

15 MR. HEHL: Thanks, Warren.

16 CHAIRMAN ASH: I'll ask a follow-up
17 which is if the terms of the easement as
18 represented allow for the use of those spaces five
19 days a week, what is your parking plan for seven
20 days?

21 MR. HEHL: Actually, our
22 professional planner is up next who has worked
23 with the owner extensively.

24 CHAIRMAN ASH: Perfect. Do any
25 other members of the public have questions for

1 Mr. Bachi based on his testimony, the exhibits,
2 and presentation understanding that there's a
3 separate period when all the witnesses have
4 testified where a comment can be made. Any other
5 questions for Mr. Bachi? Please approach.

6 MS. YANNUZZI: Well, I'm sorry. I
7 can't hardly hear what anyone is saying. So I
8 don't know if this question was discussed already.
9 It's so hard to listen.

10 CHAIRMAN ASH: As you please state
11 your name and address.

12 MS. YANNUZZI: I want to show you
13 something.

14 CHAIRMAN ASH: Ma'am, we need your
15 name and address first. We're making a record,
16 and we need your name and address.

17 MS. YANNUZZI: Patricia Yannuzzi,
18 224 Orchard Street in Westfield.

19 CHAIRMAN ASH: Thank you.

20 MS. YANNUZZI: This is my house.
21 (Indicating.) Okay, right there. My sister and I
22 live in that house and we have more houses going
23 down the street that we own. Now, all this
24 traffic is going to be coming in and out this lot
25 right here? That's how I understand it.

1 MR. BACHI: Yes.

2 MS. YANNUZZI: And how many spots
3 are you taking over here?

4 MR. BACHI: They have an agreement
5 to share 27 spots with the church, and they have
6 20 on-site.

7 MS. YANNUZZI: Okay. But he just
8 said that it's only five days a week and not
9 seven.

10 MR. BACHI: Right. So we have 20
11 spots.

12 MS. YANNUZZI: So two days a week
13 you won't have enough spots?

14 MR. HEHL: No. Our planner is the
15 next witness who will address the parking. There
16 are 20 parking spaces on this --

17 (Crosstalk.)

18 MS. YANNUZZI: Yeah, I know what's
19 over there. Okay? I just want to go on the
20 record and say as a homeowner right next to this
21 parking lot I object to the traffic that's going
22 to be going in and out. Right now it's okay
23 because they go in for Sunday, they go in and out
24 here and there. Okay? But this is going to be
25 all night long depending on who's going to be

1 living up there. They could be coming in at 2:00
2 or 3:00 in the morning, I can hear the noise as
3 they're coming in. I just want to go on the
4 record that I object. I'm sure there's nothing I
5 can do about it because you've probably already
6 decided, but I'm on record as saying that. Okay?
7 Got that?

8 CHAIRMAN ASH: Sure. Do you have a
9 question for Mr. Bachi?

10 MS. YANNUZZI: What?

11 CHAIRMAN ASH: Okay, thank you.

12 (Witness speaking away from the
13 podium.)

14 MS. YANNUZZI: Do I have a question?
15 That was my question. Where are they going to
16 find parking spaces? (Indiscernible.)

17 CHAIRMAN ASH: Are any other members
18 of the public that have questions for Mr. Bachi?
19 Okay.

20 MR. HEHL: Thank you, Mr. Chairman.
21 I'd like to now call upon Kate Keller our
22 professional planner.

23 MS. KELLER: Hi, good evening,
24 Chairman Ash and Members of the Board, Kate
25 Keller, principal of Phillips, Preiss, Grygiel,

1 Leheny, Hughes, LLC.

2

3 KATE KELLER, having been duly sworn,
4 was examined and testified as follows:

5 MR. HEHL: Ms. Keller, I know you've
6 been here with me on numerous occasions, but give
7 the Board a little background of your work,
8 education, experience, and area of expertise.

9 MS. KELLER: Sure. I'm a licensed
10 professional planner in the State of New Jersey.
11 I'm a principal of Phillips, Preiss, Grygiel,
12 Leheny, and Hughes; as I mentioned. We are
13 professional land use planners and provide real
14 estate services throughout the state. I've been
15 before this board before as well as your zoning
16 board. I've been accepted as an expert witness,
17 and in about 80 other municipalities across the
18 state.

19 CHAIRMAN ASH: Thank you. You can
20 proceed in testimony as an expert in the field of
21 professional planning.

22 MR. HEHL: Ms. Keller, take us
23 through the planning aspects of this project
24 particularly in relation to the Master Plan, and
25 also address the parking.

1 MS. KELLER: Sure. I think the one
2 thing to look at here from the Board's
3 perspective, you know, we're before the Planning
4 Board with this application. This is a permitted
5 use. This is taking an existing one-story sort of
6 older-type of commercial building and the owner is
7 seeking to add two floors of residential above it
8 in a way that complements the site and meets the
9 standards GB-1 zone, and really meets the
10 standards that are set forth in your Master Plan
11 for a downtown Westfield. So in that sense, you
12 know, what we're looking at here is exactly what
13 was envisioned for this site. And so, this is a
14 unique site in that it's already developed. It
15 has the rear parking area. And so, as a result of
16 that, there are a few very minor variances that we
17 are requesting tonight. I would say that there is
18 a small issue with the side yard setback, which is
19 a nonexisting condition. The building height is
20 1 foot higher than what's technically permitted by
21 ordinance. As you've heard from our architect,
22 that's also a function of the fact that this is a
23 -- I'm not going to call it a "redevelopment" --
24 but this is a reimagining of an existing building.
25 You know, this is not a brand-new site being built

1 up from the ground. This is taking the existing
2 building. And because of that, there's a certain
3 need to have the extra foot of height.

4 I think the question that's come up
5 repeatedly tonight, obviously, is in regards to
6 the off-site parking which is a variance that has
7 -- the largest variance I would say -- that we
8 need. As so, the unique aspect of this property
9 -- and I'm going to refer to...I don't remember
10 what exhibit number this was -- but I'm going to
11 refer to this aerial exhibit that was...

12 MR. HEHL: I think we can make that
13 A-3.

14 (Whereupon, Applicant's Exhibit A-3,
15 AERIAL IMAGE - PRELIM/FINAL SITE PLAN 1/24/2023,
16 was marked for identification.)

17 MS. KELLER: This property has 20
18 off-street spaces in the rear. The Applicant is
19 proposing to install EV parking spaces, make-ready
20 spaces, as is required and as was referenced by
21 your town planner. And so, in addition,
22 historically, this is how the current occupants of
23 the site -- which are the employees, the business
24 owners -- they access the site via Orchard Street,
25 via this easement area which is shared with the

1 church. So this is 27 spaces back here. And as
2 you've heard, the Applicant has access to those
3 spaces Monday through Friday. So that's five days
4 a week. And under the conditions that we're
5 looking at here, it's almost an ideal mixture of a
6 shared parking arrangement because between the
7 apartments that are proposed here, it's not
8 exactly a 1-to-1 ratio, but that's how it ends up
9 with your town ordinances for parking. So 10
10 parking spaces are required for residential uses.
11 And that can easily be provided in the back. For
12 weekdays; proprietors -- currently it's a bank and
13 an office. So those are, obviously, much more
14 weekday-centric uses. So those proprietors can
15 have their designated spaces within the 20, and
16 any sort of overflow can be in the back. It can
17 be easily managed.

18 And then, I would say in terms of
19 weekends, because, you know, those tenants might
20 not stay there forever, they're going to be
21 retailers in the future who have other hours. I
22 would say that for once, the retail parking
23 requirement is actually a little less in this site
24 than it is with the office that's there. And,
25 again, you know, these are small spaces. These

1 aren't going to be -- these aren't any type of
2 stores that people are going to have a huge rush
3 at one time. And meanwhile, on a Saturday
4 afternoon, the residents may be out. So I think
5 there're a lot of options on the site that I know
6 the property owner is very willing to -- he wants
7 to make everything easier for both people who live
8 on the property, the surrounding neighbors,
9 including the church, to make sure that they have
10 access to their spaces.

11 And then finally, I would note that
12 much like other sites around town, there are
13 nearby public parking areas, there's street
14 parking. And that's typical overflow that in the
15 worst-case scenario -- which we don't really
16 envision happening -- but that does remain an
17 option, otherwise. So I think we have 20 on-site,
18 10 for residential. And that's really what we're
19 adding here is that 10. And so the 27 in the
20 rear, I think there're enough options here for
21 parking management that can be controlled by the
22 property owner who has owned this property for a
23 very long time is very familiar with the site, the
24 church parking lot, and the whole area, and it can
25 be easily be controlled in a way that would

1 mitigate the impact of the variance.

2 Just briefly, in terms of the
3 positive criteria -- which I believe, you know,
4 really I think I just went over -- but mostly
5 touching on the fact that this is permitted in the
6 zone. This type of three-story, two floors of
7 residential uses over commercial is exactly what's
8 envisioned here. I believe that that's very much
9 in accordance with your ordinance. It advances
10 the purposes of zoning to that extent. Guides to
11 encourage the municipal action to guide the
12 appropriate use of lands. It promotes the
13 establishment of appropriate population densities
14 here. And this is exactly where this type of use
15 is envisioned to go. And then finally, it
16 provides sufficient space and an appropriate
17 location by really meeting the idea of a mixed-use
18 downtown environment that's proposed here.

19 And then, in terms of the negative
20 criteria; I think I discussed how I don't think
21 any of the other variances including the length
22 that you just heard about only going to that
23 little parking area. The height is really
24 imperceptible. I don't foresee any of those
25 having substantial detriment to the public good,

1 the neighbors, or the town as a whole. And in
2 terms of the zone plan and zoning ordinance;
3 again, the deviations -- with the exception of the
4 parking, which I will say that this is a unique
5 situation for the aforementioned reasons with the
6 shared parking agreement -- all the deviations are
7 minor, and we do not anticipate any substantial
8 impairment to the intent and purpose of the Master
9 Plan.

10 I think that covers most of the
11 actual variances. I'm happy to answer questions
12 about parking or we can consult with the Applicant
13 if needed.

14 MR. HEHL: Thank you, you
15 Ms. Keller.

16 MS. CARRERAS: I have a question.
17 Off of Elm Street, is that a one-way going into
18 the Baptist Church, is that an access in which
19 those people will also have access to?

20 MR. HEHL: Under the -- actually,
21 it's on Elm, that is exit only. But mainly, where
22 it's the egress for this is Orchard.

23 MS. CARRERAS: Is it the culture now
24 that the borrowed spots, or the 20, does the
25 church also have access into their property?

1 MR. HEHL: No.

2 MS. CARRERAS: So it's just a
3 one-way situation?

4 MS. KELLER: Yes.

5 MR. HEHL: The 20 parking spaces on
6 this site in question are solely for the building.

7 MS. KELLER: Yes. And the access
8 you're speaking of from Elm to the church, that
9 this is one-way in only, and the Applicant doesn't
10 have an easement over that. The Applicant does
11 not have the right to utilize those. So the...

12 MS. CARRERAS: Is strictly off of
13 Orchard.

14 MS. KELLER: Yes. Strictly off of
15 Orchard.

16 MS. CARRERAS: Thank you.

17 MS. KELLER: I would say also for
18 Orchard too because they cannot access from Elm.

19 MR. LAPLACE: Could you comment on
20 the availability of public parking in the area
21 particularly how it serves visitors and also
22 customers for the retail space?

23 MS. KELLER: Sure. I know that -- I
24 don't know the total details of it, but I know
25 there's a town program that can be available for

1 employees or shop owners which I believe is the
2 spots along Orchard Street, there're
3 metered-streets on Elm, and there's also a public
4 parking lot just to the --

5 MR. LAPLACE: South.

6 MS. KELLER: -- south. Yes. I
7 would say that all of those are going to be within
8 a three- to four-minute walk of the site.

9 CHAIRMAN ASH: Can you give us some
10 more detail about how this shared parking
11 arrangement between the different uses and the
12 spots that are available for overflow Monday
13 through Friday compared to the weekends, how will
14 the owner manage that system? Will there be
15 signage? Will there be requirements on leases?
16 Will there be hangtags? Can you give us some
17 detail on that?

18 MR. HEHL: Yeah. I can give an
19 intro on that and let Ms. Keller expand. But,
20 yeah, the thought process is that within the 20 --
21 and there's signage out there, I'm sure you've
22 been out there -- in the main lot, the shared lot,
23 there's signage for -- it says "Church" "Keller
24 Williams" and the other tenant of the building the
25 "Haven Bank." On the site itself, the plan is to

1 have parking spaces dedicated to each of the
2 tenants. So each unit would have one parking
3 space. There would be signage for those
4 particular spaces. So under the ordinance, one
5 space is required for every unit, so they will
6 have the spaces. And then, the other 10 will be
7 for the bank and the other occupant. And that
8 would be certainly enforced and monitored by the
9 owner.

10 MAYOR BRINDLE: Presumably, the bank
11 is closed on Sundays.

12 MR. HEHL: Yes.

13 MS. KELLER: Yes. And that has
14 limited hours on Saturdays. I think that I agree
15 with everything that Mr. Hehl just said. And in
16 addition, with regards to the residential spaces;
17 there will be one space required per unit for the
18 10 units. So I would just say 10 spaces are
19 required for the 10 units. And that said, all of
20 that will be set forth here. And I think that
21 often, as you see in town here, as I see when I
22 testify in transit-oriented suburbs around the
23 state, those apartments tend to be more
24 self-selecting. People who have two cars who have
25 to drive to work every day are not going to choose

1 an apartment with one parking space. And I think
2 if they have visitors during the day on weekdays,
3 they'll be able to use those spaces to the rear.
4 If they have visitors on weekends, they're going
5 to have to tell them they can park on the street,
6 you can park in the public lot, and here's how you
7 get to my home. That's how we foresee it going.

8 CHAIRMAN ASH: The existing
9 conditions on the church-owned property, the 27
10 spaces in the back there; are there streetlights
11 currently? Is that maintained by the church? You
12 know, is that available for night parking? What's
13 the existing there?

14 MS. KELLER: I cannot speak to that.
15 I will defer to our engineer. I'll say that our
16 plan does have a light pole near the edge that
17 would provide some sense of lighting there.

18 MR. BACHI: Yeah, our 20 spots,
19 obviously we're lighting that. The 27, you're
20 asking about?

21 CHAIRMAN ASH: Yeah.

22 MR. BACHI: PSE&G has a floodlight
23 in the area. That's why we added lights to ours.

24 CHAIRMAN ASH: I'm trying to
25 understand or anticipate in the past too, the

1 residential and surrounding uses and if you're
2 proposing more intense uses --

3 MR. HEHL: No, we're not.

4 CHAIRMAN ASH: -- than what exists
5 now.

6 MR. HEHL: -- than what exists now.
7 Correct.

8 MR. TREMBULAK: I have one question
9 related to lighting. I think Don Sammet's report
10 also identified a variance for lighting
11 illumination.

12 MS. KELLER: Yes.

13 MR. HEHL: Yeah. I'll just briefly
14 explain it. Right in the area where you pull into
15 our parking, dedicated parking lot, there's slight
16 spillage there onto the shared parking lot. So
17 I'll let Mr. Bachi...so felt having a little bit
18 of extra lighting right at that entrance would
19 be...

20 MR. TREMBULAK: I just wanted to
21 bring it to your attention since the testimony is
22 on the record.

23 MS. KELLER: Right. And since that
24 lot is significantly considered part of a
25 residential zone, even though it's not a

1 residential use, that's why Mr. Sammet identified
2 that variance.

3 CHAIRMAN ASH: Where is that
4 identified? What sheet were you pointing to,
5 Mr. Bachi?

6 MR. BACHI: Sheet 4. If you can see
7 the footcandle measurements that spill north
8 slightly over the .3 that's allowed. But it
9 dissipates by -- this is about 25 feet here to our
10 deepest readings. And by then, you're under the
11 .3. That's like in the middle of the existing
12 parking lot. So it's not going to the actual
13 residential uses beyond it.

14 CHAIRMAN ASH: Thank you. Any other
15 questions? At this time, are there any members of
16 the public who have questions for the planner?

17 MS. YANNUZZI: I have a question.

18 CHAIRMAN ASH: Please come forward.

19 MS. YANNUZZI: Half of that building
20 is empty.

21 CHAIRMAN ASH: I'm sorry, you need
22 to state your name again.

23 MS. YANNUZZI: Patricia Yannuzzi,
24 224 Orchard Street.

25 CHAIRMAN ASH: This is a question

1 based on the testimony you've just heard.

2 MS. YANNUZZI: For her?

3 CHAIRMAN ASH: Yes.

4 MS. YANNUZZI: Has anyone considered
5 when they rent the other half of the building
6 what's going in there? What's going in there?

7 MS. KELLER: The parking requirement
8 is based on the square footage of the building.

9 MS. YANNUZZI: Of the building?

10 MS. KELLER: Yes. Whether it's
11 vacant or whether there's someone in there.

12 (Crosstalk.)

13 MS. YANNUZZI: Certain businesses
14 are going to require more parking. I had this
15 problem myself down here in Westfield when I had
16 my building over here. If a beauty salon goes in
17 it may require 12 spots, if a Pilates place goes
18 in it may require 14 spots. Has that ever been
19 considered in all this as far as the parking goes
20 or it doesn't matter?

21 MS. KELLER: From our perspective,
22 it has been considered. And something like that,
23 for example, a Pilates studio that has a lot of
24 people coming at one time and descending on the
25 site, that's something that might not be an ideal

1 tenant for this site.

2 MS. YANNUZZI: Oh, so whoever owns
3 the building could say no to a tenant when you're
4 getting a tenant in Westfield? They would say no
5 because of that?

6 MS. KELLER: If there's nowhere to
7 park, I would also think that maybe the studio
8 would not want to go the in there either. I would
9 also say --

10 (Crosstalk.)

11 MS. YANNUZZI: So it's preventing
12 something from actually renting out; certain
13 businesses?

14 MS. KELLER: No. It's not the
15 renting. It's the specific nature of this site.

16 CHAIRMAN ASH: Would it be typical,
17 Ms. Keller, for a downtown business to have their
18 visitors parking in the public parking lots?

19 MS. KELLER: Yes, very much so.

20 MS. YANNUZZI: What did you say? I
21 can't hear you, what did you say?

22 CHAIRMAN ASH: I asked if it would
23 be typical for a downtown business for their
24 visitors or customers to park in the available
25 public parking lots.

1 MS. YANNUZZI: Downtown?

2 CHAIRMAN ASH: Yes.

3 MS. YANNUZZI: You mean like behind
4 the stores on Broad Street?

5 CHAIRMAN ASH: No. I mean like this
6 site.

7 MR. LAPLACE: There's public parking
8 on both sides of the easement as well as the
9 nearby two municipal parking lots.

10 MS. YANNUZZI: Oh, okay. So then
11 they're going to park down there and then walk up.
12 I got you. Okay.

13 MS. FRANTZ: Hello. I'm Barbara
14 Frantz. I'm a member of the LLC, Shawangunk
15 Properties, that owns 210 Orchard Street. We're a
16 little law office that's right next to -- I guess
17 there's an easement. My question is; so the
18 position is -- or I never knew legally -- the
19 church, what we always called the "church parking
20 lot" is actually completely available to the owner
21 of Elm Street that's looking to develop this, so
22 whoever gets there first gets to use the spots?

23 MS. KELLER: The 27 spaces in that
24 parking lot that are accessed via Orchard are
25 available for use by this property on weekdays.

1 MS. FRANTZ: So, okay. Just because
2 there's a lot of parking related to the Y that
3 used the church, you know, during the day. So
4 there's not a whole lot of empty parking right now
5 in those spots. And people tend to overflow into
6 our lot when those spots are all taken.

7 MS. KELLER: Understood, but the
8 church is aware of this. And the owner does not
9 intend to utilize your property as well.

10 MAYOR BRINDLE: I'm sorry,
11 Mr. Chair. Does the Y also have a shared service?

12 MS. FRANTZ: The Y rents a large
13 portion from First Baptist for daycare.

14 CHAIRMAN ASH: Do you know that to
15 be a fact?

16 MS. FRANTZ: There're signs all over
17 the property.

18 CHAIRMAN ASH: My question is do you
19 know how parking is enforced in that church
20 parking lot?

21 MS. KELLER: I do not know the
22 extent of the Y's relationship with the church nor
23 the hours of when they park.

24 MS. FRANZ: They're there five days
25 a week and they have a lot of staff that works to

1 take care of the daycare who park there. So
2 there's not a whole lot of empty parking right now
3 during the day in these 27 spots five days a week.

4 MR. HEHL: But our client does
5 intend, by the way -- I'll confirm -- putting in
6 cameras to monitor that. And if there is any
7 overflow onto these properties, he's going to be
8 able to advise his tenants.

9 CHAIRMAN ASH: Just as a follow-up:
10 Do you have the right through your easement rights
11 to enforce parking on the church property?

12 MS. KELLER: Yes.

13 MR. HEHL: It's in there that it's
14 to be used for those uses.

15 MS. KELLER: Yes. And I would also
16 note as a follow-up there're 27 spaces back there
17 and we don't have a 27-space deficiency or
18 anything close to that. And I don't think that
19 using all of those spaces at any point is not
20 something that's contemplated at all.

21 CHAIRMAN ASH: Right. Your overflow
22 based on the uses would be 13 spaces?

23 MS. KELLER: That would be 13, and
24 that would be strictly going by ordinance, not
25 looking at, you know, number of employees or

1 anything like that. So, yes.

2 MAYOR BRINDLE: Mr. Chair, just a
3 clarification. I'm sorry. Does the church have a
4 shared parking arrangement with the Y in addition
5 to this building? I'm just trying to -- how many
6 people are sharing -- are officially --
7 contractually part of a shared arrangement?

8 MR. HEHL: Officially, just this
9 property owner and the church.

10 MAYOR BRINDLE: So the fact that the
11 Y is using it, they're not contractually -- they
12 don't have a similar arrangement to what you have,
13 they're just using it?

14 MR. HEHL: They're actually a tenant
15 of the church.

16 MAYOR BRINDLE: Got it. So the Y is
17 considered then the church. Got it.

18 MS. KELLER: They don't have a
19 formal easement arrangement or anything like that.

20 MAYOR BRINDLE: Because they're a
21 tenant of the church.

22 MS. KELLER: That's our
23 understanding.

24 MAYOR BRINDLE: Thank you for that.
25 That's why I was confused.

1 CHAIRMAN ASH: Not to put anyone on
2 the spot, but Mr. Hanscom, do you have the facts
3 relevant to the different tenants of the church
4 that use the property?

5 MR. HANSCOM: But they're all --

6 CHAIRMAN ASH: And if you could just
7 hold on. I know I asked you to come up here, but
8 you did participate in asking a question
9 previously. Now, I'm asking you for testimony
10 based on the facts that you know. So I'm going to
11 swear you in; if that's okay.

12 WARREN HANSCOM, having been duly
13 sworn, was examined and testified as follows:

14 CHAIRMAN ASH: To the best of your
15 personal knowledge, can you explain to the Board
16 the various tenants of the church that use the 27
17 parking spaces that are subject to the easement
18 for the benefit of this Applicant?

19 MR. HANSCOM: Yes. The Y has been a
20 tenant for about 30 years under a lease that has
21 been annually or every five years renewed. As far
22 as we know, they'll stay there. The Mobile Meals
23 is beyond my memory. They've been there for like
24 40 or 50 years. A very long time. I'm sure they
25 have a lease or some kind of an arrangement. New

1 Jersey School-aged Care Coalition "NJSACC" they
2 call it, I'm not sure how long they've been there,
3 but it's about 15 years in my memory. They're all
4 long-term. And they're all under agreements with
5 the right to use the parking that we have. We own
6 the lot; is ours.

7 CHAIRMAN ASH: The church owns the
8 lot, and it is subject to an easement for the
9 benefit of the adjoining property owner to use 27
10 parking spaces. Do you know if the tenants you
11 just described -- the Y, Mobile Meals, NJSACC --
12 are they able to use those spaces subject to the
13 easement rights of the Applicant today?

14 MR. HANSCOM: Absolutely. It's
15 signed that way also. On each parking space,
16 there's a sign that says they can use it or not.
17 They're shared.

18 CHAIRMAN ASH: Thank you, very much.

19 MAYOR BRINDLE: Mr. Chair, just one
20 more question. The tenants that you mentioned,
21 are they there seven days a week, Monday through
22 Friday? When are they there typically?

23 MR. HANSCOM: You know, the Y's
24 daycare center is Monday through Friday. The
25 Mobile Meals is Monday through Friday, I believe.

1 And I think they're all Monday through Friday.

2 MAYOR BRINDLE: They're all Monday
3 through Friday.

4 MR. HANSCOM: Yeah.

5 MAYOR BRINDLE: And so the weekends,
6 typically, they're not there?

7 MR. HANSCOM: I'm just looking to
8 see. But someone else might know a little more
9 than me.

10 MAYOR BRINDLE: Yeah, okay. Thank
11 you very much.

12 MR. HANSCOM: You're welcome.

13 CHAIRMAN ASH: I think we need to
14 see if there are any more questions for the
15 planner. Are there any other members of the
16 public with questions for the planner, Ms. Keller?
17 Okay. Back to you.

18 MR. HEHL: We have no further
19 witnesses at this time, Chairman Ash. And
20 certainly, anyone that has testified is here this
21 evening along with the property owner.

22 CHAIRMAN ASH: Thank you. Board,
23 what say you? Mr. LaPlace?

24 MR. LAPLACE: I'll dive into the
25 pool first. First of all, I want to say I'm

1 really excited about this project. I think based
2 on what we've done with the Master Plan and the
3 Redevelopment Plan we're doing, this Board really
4 envisioned this kind of infill development and
5 sort of evolutionary kind of growth in our
6 downtown business district. I hope this becomes a
7 prototype for other one-story buildings in the
8 central business district. Which I've always been
9 surprised as to how many there are in Downtown
10 Westfield. So, Mr. Blasi, I think it's a great
11 design. Nice work on that and your whole team.
12 And I'll support this application. I think the
13 variances are justified. And I would point out as
14 far as parking and transit, not just limiting the
15 discussion to automobiles, but this is on a bus
16 line, Elm Street has regular bus service, and it's
17 within walking distance to our train station, New
18 Jersey Transit service. So for those reasons and
19 many others, I think this is a really strong
20 application and I'll support it.

21 CHAIRMAN ASH: And I think it's
22 worth noting from the outset here that this
23 project is a permitted use in the zone. This is a
24 fully-conforming use under our development
25 guidelines. The Applicant is not going outside of

1 the box of permitted development in our downtown.
2 And I think it is an upgrade to what's existing,
3 and I think it is entirely consistent with our
4 ordinance and our Master Plan. I would like to
5 maybe have it as a condition of any approval that
6 we have a submittal of a parking plan or a
7 shared-parking management plan. Do you think that
8 would be appropriate, Mr. Trembulak?

9 MR. TREMBULAK: Sure. If the Board
10 thinks so.

11 CHAIRMAN ASH: It would be a shared
12 parking plan consistent with the testimony of the
13 Applicant's planner. Where we'd have -- I think
14 the priority here is it has the 10 reserved
15 residential spaces on the site with 10 on-site
16 spaces available for other tenants, whether it's
17 additional residential tenants or commercial
18 tenants. And then, shared parking consistent with
19 the existing easement or as amended as needed
20 between the Applicant and the church. Mr. Sammet.

21 MR. SAMMET: I would suggest to the
22 Board include that the Applicant has already
23 stipulated to a total of six EV spaces. One of
24 those six being accessible. And I'll also ask the
25 Board to place a condition that the Applicant be

1 required development fees per Article 22 of the
2 Town Land Use Ordinance.

3 CHAIRMAN ASH: Anybody other members
4 of the Board?

5 MAYOR BRINDLE: Don, just to
6 clarify. That's an affordable housing
7 contribution?

8 MR. SAMMET: Yeah. I should have
9 said the Affordable Housing Ordinance. Right.

10 MAYOR BRINDLE: I just want to go on
11 the record that it's our affordable housing
12 contribution that's important to us. Thank you.

13 CHAIRMAN ASH: Mr. Ceberio?

14 MR. CEBERIO: I would echo what
15 Michael said. I think this is an exciting project
16 and that it brings some more residential to our
17 downtown. It's in a location that's near the bus
18 and the train. You know, the heart of our
19 downtown sits near -- while we can't get a green
20 space on this site, it is near an open space
21 across the street. And there is metered parking
22 along the street there like you see in other
23 downtowns and the rest of our downtown. You're
24 parking in a municipal lot or parking on the
25 street to go to the retail use or the commercial

1 use that you're going to. So I would fully
2 support this project as well.

3 CHAIRMAN ASH: Thank you. Anyone
4 else?

5 I will move that we approve this
6 application with the minor variances as requested
7 with the conditions noted on the record for the
8 payment of development fees, the six make-ready EV
9 spaces.

10 MR. SAMMET: Yeah. A total of six.
11 I would just say in compliance with the State
12 Municipal Land Use Law as well as the local
13 ordinance.

14 CHAIRMAN ASH: And with the
15 submittal of a shared parking plan.

16 MR. TREMBULAK: We all have the
17 sprinkler system.

18 CHAIRMAN ASH: And the 13 --

19 MR. TREMBULAK: 13 sprinkler system.

20 CHAIRMAN ASH: -- compliant
21 sprinkler system throughout.

22 MR. TREMBULAK: And then also the
23 concern about the tree preservation.

24 CHAIRMAN ASH: And the condition
25 that the Applicant files an application for a

1 permit for tree removal if that tree qualifies
2 under our ordinance.

3 MR. CEBERIO: How could you have
4 forgotten that?

5 CHAIRMAN ASH: And that's my motion.
6 Do we have a second?

7 MR. GOLDSTEIN: I'll second.

8 CHIEF DUELKS: Second.

9 CHAIRMAN ASH: Okay. Roll call,
10 please.

11 MR. SAMMET: Was there a second by
12 Chief Duelks?

13 CHAIRMAN ASH: Yes.

14 MR. SAMMET: Okay. Mr. Goldstein.

15 MR. GOLDSTEIN: Yes.

16 MR. SAMMET: Councilman Dardia.

17 COUNCILMAN DARDIA: Yes.

18 MR. SAMMET: Mayor Brindle.

19 MAYOR BRINDLE: Yes.

20 MR. SAMMET: Vice-chair LaPlace.

21 MR. LAPLACE: Yes.

22 MR. SAMMET: Chairman Ash.

23 CHAIRMAN ASH: Yes.

24 MR. SAMMET: Mr. Ceberio.

25 MR. CEBERIO: Yes.

1 MR. SAMMET: Ms. Carreras.

2 MS. CARRERAS: Yes.

3 MR. SAMMET: And Chief Duelks.

4 CHIEF DUELKS: Yes.

5 MR. SAMMET: Great. Your
6 application is approved.

7

8 MR. HEHL: Thank you very much.

9 (Break taken.)

10 CHAIRMAN ASH: Next is PB 23-05, PSM
11 743 Central Avenue, LLC, Block: 4001, Lot: 97.

12 MR. KAPLONSKI: Good evening,
13 Mr. Chairman, Member of the Board, my name is
14 Michael Kaplonski. I'm an attorney on behalf of
15 the Applicant PSM 743 Central Avenue, LLC, before
16 you today in connection, as the Chairman
17 indicated, Block: 4001, Lot: 97, located on the
18 north or northeast side of Central Avenue in the
19 vicinity of Myrtle. The property is presently
20 occupied by a combination of residential and
21 commercial units located in the GB-3 zone. I have
22 the somewhat uncommon pleasure of coming before
23 you with an application tonight that actually
24 reduces a number of nonconformities. In fact, the
25 present application either maintains or reduced

1 all but one of the existing nonconformities on the
2 sites. The improvements that I think you will see
3 during the course of the testimony are very, very
4 aesthetically pleasing alterations to this
5 property that maintains that combination of
6 business and residential uses which the zone is
7 specifically intended to further. I anticipate
8 bringing forth testimony from our representative
9 of the Applicant, Paul Mariano, who is the
10 managing member of the LLC, as well as Michael
11 Roth who is our professional engineer and PP, and
12 Prisco Tarquinio who is our project architect.

13 As you may see from the documents
14 that have been submitted, the project and our
15 vision maintain and advances the goals of the
16 Municipal Land Use Law, advances similarly the
17 stated goals and objectives of the Westfield
18 Master Plan, and also addresses, as I said, sort
19 of fits squarely within the parameters of the
20 zone. It's conforming as to use and density, and
21 we're seeking five relatively minor C variances.
22 I think I said four them in fact improve or
23 maintain already existing nonconformities. So
24 there's really not a lot of increase in any of the
25 exceedances beyond both parameters in the

1 ordinance.

2 If it pleases the Chair, I'll call
3 Mr. Mariano, representative of the Applicant for a
4 brief introduction.

5 CHAIRMAN ASH: Yes. Please proceed.

6 MR. KAPLONSKI: Mr. Mariano.

7 PAUL MARIANO, having been duly
8 sworn, was examined and testified as follows:

9 MR. MARIANO: Thank you. Good
10 evening. My name is Paul Mariano. I'm the
11 managing member of PSM 743 Central Avenue, LLC,
12 and also the owner of PEM Construction and
13 Development Company. PEM Construction currently
14 occupies an office within 743 Central Avenue. By
15 way of background, I was (indiscernible) and the
16 owner of PEM Construction for over 30 years. PEM
17 has a base in Westfield since 2003. I've always
18 been interested in purchasing a building in town
19 that could be the headquarters for my construction
20 company as well provides quality office space for
21 other businesses in town.

22 I've been interested in 743 Central
23 Avenue for several years. While it may be the
24 ugliest building in town, it also possesses great
25 redevelopment potential. I had the opportunity to

1 purchase the property in January of 2020 and moved
2 my office into the building in late 2021. I
3 contacted Ms. Dougherty from Studio 1200 to help
4 me redevelop the property and bring my vision to
5 reality. Nancy and I have worked together for
6 several years. Nancy and her staff led by Prisco
7 Tarquinio have designed a cutting-edge -- when you
8 see this building that I believe will transform
9 the Central Avenue corridor leading into town.

10 We're here tonight to present our
11 plans to the Board, but we're also looking for
12 relief from minor variances. With that said,
13 Prisco Tarquinio to come up and present our
14 application. Thank you for your time and
15 consideration.

16 CHAIRMAN ASH: Thank you.

17 MR. KAPLONSKI: If there are no
18 questions of Mr. Mariano, I will call up Prisco
19 Tarquinio who I believe is testifying before you
20 for the first time.

21 CHAIRMAN ASH: Okay.

22 SIRO PRISCO TARQUINIO, having been
23 duly sworn, was examined and testified as follows:

24 CHAIRMAN ASH: Briefly, your
25 qualifications.

1 MR. TARQUINIO: Sure. My name is
2 Siro Prisco Tarquinio. I'm a licensed architect
3 in the State of New Jersey, and my license is in
4 good standing. I'm a principal at Studio 1200,
5 and I have testified in front of several boards in
6 New Jersey including Millburn, Montclair, and
7 Summit.

8 CHAIRMAN ASH: Thank you. Could you
9 spell your last name?

10 MR. TARQUINIO: Sure. T, as in Tom,
11 a-r-q-u-i-n-i-o.

12 CHAIRMAN ASH: And the proffer is
13 that the witness is an expert architect?

14 MR. KAPLONSKI: Yes, sir, that's
15 correct. He's the project architect. He's going
16 to take you through all of the renderings and
17 architectural drawings which have been submitted
18 as far as the application.

19 CHAIRMAN ASH: We accept the
20 qualifications. Mr. Tarquinio, please proceed.

21 MR. TARQUINIO: Okay. Thank you. I
22 will just start with taking us through the
23 building to talk about some of what underlies in
24 the property that we have in front of us. The
25 existing structure is a mixed-use building. It's

1 two-stories. Actually, most of the mass of the
2 building is a one-story mass with a small
3 two-story portion. On the first floor, we have
4 two tenant spaces which are business spaces. And
5 on the second floor, we have two very small
6 residential apartments. The building is a stucco
7 building, kind of a combination of rough and
8 textured stucco.

9 I just want to basically go over the
10 stats. The floor area ratio for the existing
11 building is 26% where 50% is allowed. The
12 building coverage is 23% where 30% is allowed.
13 Again, a very underutilized site in this case.
14 The setbacks for the building; we do have some
15 existing nonconformities. The front of the
16 building is only 1.2 feet away from the front
17 property line. We are proposing not to change
18 that and to leave that as a nonconformity. The
19 west side property setback is really almost on the
20 property line; it's 0.2 feet. We are proposing to
21 improve that by removing this element and
22 improving that setback. The rear and the side
23 property lines are quite sufficient.

24 We have Sheet A-2, which depicts the
25 proposed plans. We are proposing on the ground

1 level to have two business tenant spaces within
2 the existing footprint of the building which is
3 this right area here. (Indicating.) And then we
4 are proposing an addition towards the rear which
5 would have a third business use to the, sort of,
6 rear which would be the PEM offices for the owner.
7 That office will have an open reception area, a
8 conference room, and two private offices. The
9 other businesses, of course, are just marked for
10 now, we don't have a tenant yet. On the second
11 floor of the building, we will have three
12 residential units. The access to those units will
13 be from two main staircases. The first one will
14 be towards the front of the building facing
15 Central Avenue. That will be an access up a set
16 of stairs, you'll come through a corridor which is
17 split into two units. The third unit access is
18 from the front lot side through these two business
19 uses. This area; this is a private staircase
20 which leads to the third residential unit. All
21 units will have a kitchen with a center island, a
22 small dining nook, a living room with a balcony,
23 and a small den/home office, as well as a laundry
24 closet or a laundry room.

25 In terms of the statistics for the

1 proposed building, again, we're proposing to
2 maintain that front yard 1.2 feet nonconformity.
3 But it is only going to be this corner element of
4 the building where we have the stair tower coming
5 up into the other stairs. The rest of the
6 building has been stepped back about 5 feet. We
7 are improving, as I mentioned before, the
8 west-side setback by removing that front piece
9 from the existing structure. So our west side
10 variance of 3.1 feet is actually the other
11 existing corner, the rear corner of the existing
12 structure. The addition itself is pushed back
13 quite a bit from the west side where the required
14 side yard setback is 9.2 feet. We have pushed the
15 rear addition back about 14 1/2 feet from the
16 west-side property line.

17 Before we go onto the other
18 variance, which is the rear yard setback variance,
19 in part of the addition, we have proposed to have
20 a basement which will be storage for the space.
21 For the rear yard setback; we are proposing a
22 setback of 10.1 feet where 13.8 feet is required.
23 That requirement is based on the overall building
24 height. Half of the building height of 27.6 feet,
25 that 27 feet -- I'll show you on the elevations --

1 is actually only up the two stair towers. The
2 majority of the building is actually 26 feet tall,
3 which would require a setback of 13 feet. So I
4 think the small ask of 3 feet is really driven by
5 the spaces of the third residential unit on the
6 second floor. We really felt that the size of the
7 bedrooms and the size of the living space should
8 not be condensed any more than this. We have the
9 unit as 1,100 square feet for a two-bedroom. The
10 bedrooms are 11 feet in width, and the living
11 space is about 14 feet in width. So taking 3 feet
12 out of that unit I think really would be a
13 detriment to that unit. So we felt that was a
14 positive that would outweigh the negatives.

15 Looking at the building's exteriors;
16 our goal here was to provide a design that is
17 modern, clean, and simple. And really to work
18 scale and proportion that would be commensurate to
19 both the residential uses across the street on
20 Central Avenue and behind the property on Windsor
21 Avenue. There are two, two-and-a-half-story
22 duplex units. Most of them are probably about the
23 height of this building. I'd say 20 to 25 feet,
24 and this building is 26 and 27 feet. And of
25 course, similar to the other commercial uses on

1 Central Avenue with several-story buildings just
2 down the street.

3 I will focus on materials.

4 (Indiscernible) to break down the side of the
5 building into smaller massing, so I used pretty
6 basic building materials. We have stucco which
7 makes up the majority of the building with a light
8 color as you see in this rendering. We have a
9 ceramic tile rain screen which will have a
10 (indiscernible) 18-by-36 inches. There're also
11 cladding portions of the building. And then for
12 the two stair towers which have two accent
13 elements which would be a textured, fibrous cement
14 siding which would be arranged in a herringbone
15 pattern. We have that here (indicating) and the
16 elevations show the herringbone arrangement of
17 that materialism. The storefront glazing and the
18 windows as well as the roof parapet, the
19 balconies, and the balcony railings will all be in
20 a dark bronze color.

21 Next, I would just like to talk
22 about the signage for the building. All signage
23 conforms to the ordinance. We have three basic
24 signs for the building. And I'll go back one
25 sheet. We have three basic signs. We have a

1 building sign that faces Central Avenue. That
2 building sign will be 1-foot-10-1/2-inches-tall by
3 3-feet-wide. And just to clarify, the planner's
4 report was asking; the sign will not be internally
5 illuminated. The sign has a fixture just above
6 it, so it's externally illuminated. The other two
7 types of signs will be the tenant signs. There's
8 one sign which will be for the business use, the
9 three tenants on the first floor. That sign will
10 be 1-foot-4-inches square. And the third type of
11 sign will be for the residential uses at two
12 locations at each of the stair towers. And that
13 sign will be smaller than that 1-foot-4-inches-
14 tall by 6 inches. Again, signs conform to the
15 ordinance.

16 In terms of lighting on the
17 buildings; we have several different fixtures on
18 the building. We have two different kinds of wall
19 risers. The fixtures are actually part of the
20 civil drawings, and the engineer will speak more
21 to that. But we have wall risers at each of the
22 building entrances both for ingress and egress
23 code and as an accent. And the third type of
24 lighting on the building will be the site lighting
25 on the building, and the civil engineer will

1 testify to the height of those fixtures. I think
2 that covers what we have here. I'll be happy to
3 answer any questions.

4 MR. KAPLONSKI: Mr. Tarquinio, can I
5 just call your attention to Van Cleef's report of
6 June 2, as for as-built plans to be submitted
7 prior to the issuance of the certificate of
8 occupancy. Is that any problem for you?

9 MR. TARQUINIO: No. No problem at
10 all.

11 MR. KAPLONSKI: Thank you.

12 CHIEF DUELKS: A quick question
13 about egress and entrances. Each apartment is
14 going to have their individual egress and entrance
15 or is there going to be a common hallway for all
16 three apartments?

17 MR. TARQUINIO: Sure. I'll show
18 you. The two apartments have a common corridor
19 with at least one exit stair. So the two
20 apartments are designed above the existing
21 footprint, so all the way left and this one in the
22 middle, they share a hallway that goes down that
23 one stair.

24 CHIEF DUELKS: I see, facing the
25 back side. Okay. And then I see an interior

1 staircase; that's individual for the other tenant
2 in the third one?

3 MR. TARQUINIO: That's correct.

4 MR. DUELKS: So they have their own
5 entrance and the other two have a combined --

6 MR. TARQUINIO: Shared, that's
7 correct.

8 CHIEF DUELKS: Is there any access
9 from that third tenant to get to the first two
10 apartments at all or, no, it's completely blocked
11 off?

12 MR. TARQUINIO: No, it's completely
13 separate. Correct.

14 CHAIRMAN ASH: Any members of the
15 Board have questions?

16 MR. GOLDSTEIN: Looking at A-2 while
17 you're there, can you speak to the facade that
18 will be on Central Avenue and if any consideration
19 was given to actually having the business facing
20 forward?

21 MR. TARQUINIO: Yes. We did feel it
22 was actually better to have it facing the parking
23 lot so that the business uses wouldn't necessarily
24 have to deal with the traffic, back-and-forth
25 traffic, on Central Avenue. It just provides more

1 privacy from that.

2 MR. GOLDSTEIN: And you mentioned
3 the privacy. I'm trying to understand what will
4 be facing your rear elevation, you don't show that
5 view.

6 MR. TARQUINIO: Sure. This
7 elevation Number 3 on A-3, this the elevation that
8 will be facing Central Avenue.

9 MR. GOLDSTEIN: Can you point to the
10 storefront there?

11 MR. TARQUINIO: So on this side,
12 you're facing the storefront. We put the
13 storefront on the parking lot side.

14 MR. GOLDSTEIN: I would call out
15 that, obviously, this is the exact type of
16 mixed-use development that makes sense for this
17 area. But I do think it's a shame not to enhance
18 the retail scape of Central Avenue. I understand
19 that obviously coming from the one direction you
20 have the three stores in a row. I just wish there
21 was some way it wasn't just a solid facade from a
22 retail perspective. You sort of lose some of the
23 benefits that you're gaining.

24 MAYOR BRINDLE: But which is the
25 Central Avenue side?

1 MR. TARQUINIO: The Central Avenue
2 elevation is this elevation right here.
3 (Indicating.) This elevation faces Central
4 Avenue. On these floor plans -- let me just show
5 you on these floor plans really quick. The short
6 elevation -- this is the front elevation of the
7 building which faces Central Avenue. The broad
8 side of the building that you see in the
9 renderings faces the parking lot. But it's quite
10 visible coming from Central Avenue because the
11 parking lot is an open space in the front of the
12 building.

13 MR. LAPLACE: Thank you,
14 Mr. Chairman. I would like to pick up on
15 Mr. Goldstein's very good point. I mean the
16 businesses traditionally on Central Avenue that
17 have storefronts face Central Avenue. And it's
18 part of the whole walking experience in a shopping
19 district. To have a blank wall facing Central
20 Avenue is not only unnecessary, it's really going
21 in the opposite direction of what we're trying to
22 create there and maintain and enhance. So I
23 really think you should consider putting the
24 storefront facing Central Avenue. I think in the
25 introduction someone said it was "the ugliest

1 building in Westfield" but the nicest part of it
2 was that glazing facing Central Avenue. And now
3 you've totally turned sideways and you've
4 basically made it, sort of, a strip mall facing a
5 parking lot. That's really not what we do here in
6 Westfield; especially on a major gateway. Central
7 Avenue is a major entrance coming into central
8 Westfield. Would the Applicant consider maybe
9 putting in some glazing inside of a blank wall
10 facing Central Avenue?

11 MR. TARQUINIO: We wouldn't have any
12 objection to that. And that corner basically
13 could have glazing on both sides.

14 MR. LAPLACE: Thank you. Thank you,
15 Mr. Goldstein.

16 CHAIRMAN ASH: May I ask you to
17 clarify when you talk about "glazing."

18 MR. LAPLACE: Windows.
19 Fenestration.

20 MR. TARQUINIO: The storefront -- I
21 mean this storefront glazing that is facing the
22 parking lot, it's right around the corner. We
23 could certainly add similar --

24 MR. LAPLACE: Wrap it around.

25 MR. TARQUINIO: -- glazing wrapped

1 around. Absolutely.

2 MR. LAPLACE: To engage the street.
3 Thank you. Mr. Chairman, I have another question.
4 You mentioned one of the three major materials of
5 the facade on the exterior is stucco. Are we
6 talking traditional or masonry stucco or are we
7 talking...

8 MR. TARQUINIO: I would think when
9 we would do a stucco, it's traditional hard-core
10 stucco.

11 MR. LAPLACE: That's great. Thank
12 you.

13 CHAIRMAN ASH: Anything other
14 members of the Board? Councilman?

15 COUNCILMAN DARDIA: I have a
16 question. I think it's just for my education
17 here. Just the stairwell to the second floor; and
18 so if I'm a wheelchair-bound person seeking
19 residency here, I -- no chance -- there's no
20 elevator, in other words?

21 MR. TARQUINIO: Right, that is
22 correct. With three residential units, the
23 building does not require an elevator, so none has
24 been provided. You are correct.

25 MR. GOLDSTEIN: Is there an engineer

1 who will be speaking as well?

2 MR. TARQUINIO: Yes.

3 CHAIRMAN ASH: Any other members of
4 the Board, questions for Mr. Tarquinio? All
5 right, at this time are there any members of the
6 public that have questions for Mr. Tarquinio?
7 Okay.

8 MR. KAPLONSKI: Thank you. Our next
9 witness will be Michael Roth, a professional
10 engineer and professional planner, who will
11 testify to the planning and engineering questions
12 that the Board may have. Can Mr. Roth be sworn
13 in?

14 MICHAEL ROTH, having been duly
15 sworn, was examined and testified as follows:

16 CHAIRMAN ASH: You're a professional
17 planner and a civil engineer?

18 MR. ROTH: That is correct.

19 CHAIRMAN ASH: And your license in
20 the State of New Jersey has both an engineer and
21 civil engineer?

22 MR. ROTH: Yes. And they're both
23 the same.

24 CHAIRMAN ASH: And how long have you
25 had those licenses?

1 MR. ROTH: I've had the professional
2 engineer license since 2016. Professional planner
3 since 2018.

4 CHAIRMAN ASH: And you've been
5 recognized as an expert in planning and engineer
6 by other boards?

7 MR. ROTH: Yes, I have.

8 CHAIRMAN ASH: We'll accept your
9 qualification as a planner and an engineer.

10 MR. ROTH: Thank you very much.

11 So start with an exhibit, I'll mark
12 this as A-1. I also have a handout. This is
13 different from the submission package for the
14 handouts for the board members.

15 (Whereupon, Applicant's Exhibit A-1,
16 AERIAL IMAGE - EXISTING CONDITIONS 5/25/23, was
17 marked for identification.)

18 MR. ROTH: I will refer to this as
19 A-1. It's the Existing Conditions Aerial Map. It
20 is dated May 25, 2022. It's the first plan in the
21 package that I just handed out. The aerial map in
22 the background is from March 20, 2023, and the
23 subject property is outlined in red. North is to
24 the top of the page, east is to the right, south
25 is to the bottom where Central Avenue abuts the

1 property, and west is to the left. The subject
2 property is Lot: 97, Block: 4001, and is located
3 in the GB-3 general business zone district. This
4 0.32-acre tract is located at 743 Central Avenue
5 and has frontage on Central Avenue to the south
6 which is Union County Route 613. The property
7 contains an existing mixed-use building with
8 business use on the first floor and two apartment
9 units on the second floor. The building is set
10 back 1.2 feet from the Central Avenue lot line
11 which is preexisting nonconforming. The building
12 is set back 33.1 feet from the east side property
13 line which complies with the setback requirement.
14 And 0.2 feet from the west-side property line
15 which is preexisting nonconforming. The building
16 is set back 46.7 feet from the rear property line
17 which would cause the setback requirement. And
18 the site contains a driveway from Central Avenue
19 to access the parking lot which contains 21
20 spaces. The setbacks of the existing parking lot
21 to the east and west side property lines are
22 preexisting nonconforming. The existing building
23 coverage is 23.1% which complies with the maximum
24 requirement. The existing impervious coverage is
25 90.6% which is above the maximum of 70% standard

1 and is a preexisting nonconforming condition.

2 So I'm now going to flip to the
3 second plan in that packet I handed out. I will
4 mark it as A-2 on the board up here.

5 (Whereupon, Applicant's Exhibit A-2,
6 AERIAL IMAGE - SITE PLAN RENDERING 5/25/23, was
7 marked for identification.)

8 MR. ROTH: This is a site plan
9 rendering. It has the same date of May 25, 2023,
10 an aerial map of the background. The proposed
11 improvements are rendered in color on this page.
12 As described by the architect, the proposed
13 mixed-use facility will contain two business-use
14 tenants and a medical or business use for the
15 third tenant on the first floor, and three
16 two-bedroom apartment units on the second floor.
17 The building is set back 1.2 feet from the Central
18 Avenue property line which is the same as the
19 preexisting nonconforming condition, however, a
20 variance is required. The building is set back
21 54.6 feet from the east property line to
22 comfortably comply with the 9.2-foot setback
23 requirement. And 3.1 feet from the west side
24 property line which is an improvement to the
25 preexisting nonconforming condition, however, a

1 variance is requested for the vertical expansion
2 in the side yard.

3 The building is set back 10.1 feet
4 from the rear property line where a minimum of
5 13.8 feet is required, therefore, a variance is
6 requested. The proposed height of the building is
7 27.6 feet which comfortably complies with the
8 38-foot requirement. The project proposes a
9 driveway from Central Avenue to access the on-site
10 parking lot that contains 18 regular spaces and
11 four electric vehicle spaces to provide a total of
12 25 parking spaces considering the bonus for the EV
13 spaces. The parking provided complies with the
14 proposed use which requires a total of 25 parking
15 spaces and provides one handicapped space where
16 one is required. The handicapped space is located
17 on the eastern side of the lot which also serves
18 as an accessible EV space where one is required.
19 The EV parking is located at the eastern side of
20 the lot so that the charging stations do not
21 interfere with the parking spacing or the
22 sidewalks, and are also further away from the
23 building for fire safety purposes. The setbacks
24 of the proposed parking lot comply with all
25 requirements except for the east-side property

1 line where 1.1 feet is required -- I'm sorry --
2 where 1.1 feet is proposed and 2 feet is required.
3 That is an improvement to the preexisting
4 nonconforming condition, however, a variance is
5 being requested.

6 The project is proposing
7 multi-mounted lights to provide adequate light
8 levels. The height of the lights requires a
9 variance as 22 feet is proposed and the maximum
10 50 foot is required. The proposed building
11 coverage is 29.3% which complies with the maximum
12 requirement. And the impervious coverage is 84.4%
13 which is a reduction from the current preexisting
14 nonconforming condition, however, a variance is
15 still being requested. And we'd also like to note
16 that the project has been approved by the Union
17 County Planning Board and Somerset/Union Soil
18 Conservation District.

19 So now to jump into the planning
20 testimony. As mentioned previously, we're
21 requesting variances for the building's front,
22 side, and rear setbacks, parking lot side yard
23 setback, impervious coverage, and height of the
24 building lights. Both the c(1) and the c(2)
25 criteria can be applied to request for variance

1 relief. The property is a fully-developed site,
2 and the Applicant is seeking to expand a mixed-use
3 building which is a permitted use in a GB-3 zone
4 district. The Applicant satisfies the c(1)
5 criteria by reason of the location of the existing
6 building which is preexisting nonconforming to the
7 front and side yards, and also for the site's
8 preexisting nonconforming impervious coverage.
9 Also, the location of the existing building
10 creates some hardship with respect to the width of
11 the site to the east of the building providing an
12 adequate sidewalk parking lot for safety purposes.

13 The project proposes to remove a
14 portion of the building that is 1.2 feet from the
15 front yard setback and proposes a small new entry
16 that maintains the same 1.2-foot setback to the
17 property line. The portion of the building that's
18 nonconforming of .02 feet will be removed and a
19 new addition. It's within the building footprint
20 that has 3.1 feet as proposed which is the
21 vertical expansion for the second floor. The rear
22 setback is in an area that's currently a parking
23 lot, and the proposed building will be further on
24 the property line compared to the existing limit
25 to that parking lot, which provides more green

1 space.

2 The parking setback and impervious
3 coverage variance; the variances are preexisting
4 nonconforming which we're making better. We're
5 improving them bringing them closer to
6 conformance. Regarding the variance of the height
7 of the building and the amount of lights; there's
8 minimal room along this east property line. As I
9 described in testimony; they're for all the lights
10 proposed on the building, and they're at the
11 heights that are proposed in order to provide
12 adequate light levels for the parking lot.

13 In doing this development proposal,
14 on a whole, it encourages many of the purposes of
15 the Municipal Land Use Law that satisfies the c(2)
16 criteria including Purpose A, G, H, and I.
17 Regarding the negative criteria; the requested
18 variances result in no detriment to the public
19 good. The proposed front addition has no impact
20 to Central Avenue as the project requests the site
21 distance requirements which have been approved by
22 the Union County Planning Board. The east side
23 new addition is within the building's footprint
24 and is abutting a parking lot of a business use.
25 And also, we're removing a preexisting

1 nonconforming condition. The rear yard is a
2 deviation that I consider minor as it is abutting
3 the outdoor space of the daycare. And the
4 proposed addition provides more green space
5 compared to the current site conditions.

6 We believe there's no detriment to
7 the zone plan or the zone ordinance. The
8 development proposed promotes many of the goals of
9 the Town's Master Plan including Goal Number 1 to
10 provide adequate light, air, and open space; 2, to
11 preserve and protect the existing neighborhood by
12 respecting the setback to the Windsor Avenue
13 properties; 5, by enhancing business districts by
14 the project's various improvements for the
15 first-floor business tenants; and lastly, Number 8
16 by improving the Town's housing with the third
17 apartment unit while still complying with the
18 density requirements. And based on these reasons,
19 the negative criteria are satisfied. And it's my
20 opinion that the variances can be granted without
21 substantial detriment to the public, and not
22 substantially impact the intent and purpose of the
23 Master Plan and zoning ordinance.

24 Finally, we have reviewed the Board
25 professional's comment letters, which I'd like to

1 discuss with both the town planner and board
2 engineer. I'll will just touch upon the comments
3 that require testimony. I'll start with the town
4 planner's May 30, 2023, memorandum. Number 1,
5 your proposed curbing. Two, testimony was
6 provided for the building amount of light variance
7 request. Three, the Applicant agrees to the
8 additional landscaping. Number 4; the refuse
9 trucks will enter the site, that existing dumpster
10 area. And lastly, Number 5, as described by the
11 architect, the lighting will be external.

12 Next, the board engineer's
13 June 2, 2023, memorandum; 3.1, testimony was
14 provided for the ADA parking; 3.2, we've provided
15 testimony regarding the EV parking; 3.3, the
16 refuse pick up will be off hours prior to the
17 business tenants being open. The trucks will
18 utilize the parking lot to exit the site, and the
19 own will direct the residents to not park in
20 certain spaces so that the truck can make the
21 required turns and movements; 3.4, we will make
22 the modification request by the board engineer to
23 the closer detail, and we'll also make that minor
24 adjustment to the dumpster location in order to
25 provide a little bit of separation between that

1 parking space as we discussed; 3.5, we'll comply;
2 3.6 and 3.7, no response is required; 4.1, the new
3 utility connections are proposed and shown on
4 Sheet 4 of the site plans; and lastly, we will
5 comply with the remaining comments in the board
6 engineer's review letter.

7 That concludes my testimony. I may
8 answer any questions.

9 CHAIRMAN ASH: Thank you. That was
10 very thorough. Any questions for Mr. Roth?

11 MR. GOLDSTEIN: Yeah. You know,
12 first of all, obviously, it's always great to see
13 somebody wanting to reinvest in Downtown
14 Westfield, particularly someone who is trying to
15 accomplish the goals that are in line with the
16 Master Plan by adding housing and by adding
17 businesses. I just still struggle with, sort of,
18 the sea of parking that you get -- and Light
19 Bridge Academy is not your fault, obviously, it's
20 not your property, you have no influence there --
21 but just that it combines with that sea of parking
22 as opposed to like if you look at where Five Star
23 Catering is just on the other side of Myrtle to
24 the south, where those buildings are pulled
25 forward on the side scape and, you know, creating

1 that streetscape and you know really playing into
2 the intermodal transportation that we're trying to
3 build where we do have people on bicycles and
4 walking as well as driving. It just seems such a
5 miss not having that building pulled forward. If
6 anything, it almost is the largest part of the
7 building is away from Central Avenue as opposed to
8 abutting it. I realize that's not a very specific
9 question.

10 But I also have a specific question
11 about the basement. I know there's no ordinance
12 about taking down, but I'm just curious if you can
13 touch on any impact to stormwater by bringing a
14 basement that doesn't exist.

15 MR. ROTH: We don't believe there
16 will be any impacts to stormwater with the proper
17 steps regarding the basement and do soil testing
18 and things of that nature. But regarding
19 stormwater, we believe that project -- the changes
20 we're doing are going to make the project better
21 for reduced impervious coverage and green space.
22 Also added some infrastructure that collects the
23 runoff along Central Avenue.

24 MR. GOLDSTEIN: Thank you.

25 CHAIRMAN ASH: Anyone else?

1 MR. LAPLACE: Thank you,
2 Mr. Chairman. I feel your pain Mr. Goldstein
3 about the sea of asphalt. That's really
4 unfortunate. I know a little bit of the history.
5 The Light Bridge site actually used to have a
6 brick, I think, two-story building that went right
7 up to the street, and I don't understand why when
8 that was torn down they allowed the building to be
9 set with parking in the front. But luckily, we
10 don't do a lot of that here anymore in Westfield.
11 Having said that, I would point out on Pages 6 and
12 7 of our town planner's memo, his very good
13 recommendation that some planting or screening in
14 the parking area be placed on either side of the
15 driveway that comes off of Central Avenue. But
16 it's interesting; I'm looking at the landscape
17 plan and there are plantings in front of the
18 building, but all there is, is grass in front of
19 the surface parking lots. So I really think you
20 need some vertical screening that could be done by
21 some shrubs or maybe something...a continuation of
22 the landscaping. Just so that people aren't
23 looking from Central Avenue and looking at a vast
24 parking lot.

25 MR. ROTH: Absolutely. We will

1 comply with that comment and that we'll add more
2 landscaping.

3 MR. LAPLACE: Thank you. I think
4 that was an excellent point that Don raised. Two
5 other points I wanted to say; do you know -- from
6 the picture, I can't really tell -- the condition
7 of the sidewalk in front of the buildings along
8 Central Avenue, does it need to be repaired or
9 replaced?

10 MR. ROTH: For the county approval,
11 we're replacing the curbing and all of the
12 sidewalk along the front.

13 MR. LAPLACE: Along the frontage.
14 Good. And related to that, there're no shade
15 trees right now. Are shade trees going in?

16 MR. ROTH: None are shown on the
17 proposed plan. Perhaps when we look at the
18 landscaping we can consider shade trees.

19 MR. LAPLACE: Good. Maybe you can
20 get a recommendation from our Shade Tree
21 Commission for whatever is recommended for that
22 stretch of Central Avenue. Thank you.

23 CHAIRMAN ASH: Any other Members of
24 the Board with questions for Mr. Roth? Okay. Any
25 members of the public with questions for Mr. Roth?

1 Seeing none, back to you Mr. Kaplonski.

2 MR. KAPLONSKI: Thank you,

3 Mr. Chairman. The Applicant, respectfully, based

4 upon all of the testimony that has been provided,

5 respectfully requests that the Board grant the

6 preliminary and final site plan approval and all

7 of the variances that have been requested.

8 Obviously, subject to the comments and conditions

9 placed upon them by the Board. I think the site

10 is so uniquely configured, which unfortunately

11 creates some of the complications that some of the

12 board members raised in terms of trying to

13 maintain that streetscape. And, unfortunately,

14 the narrowness of the site and the configuration

15 of the existing structure make it very difficult

16 to both bring the building forward to create that

17 continuous frontage and allow the access that

18 needs to be maintained to access the parking area.

19 So based upon that, sort of, unique criteria we

20 would respectfully request that the Board grant

21 these variances. And, obviously, we will do

22 whatever it is that the Town's representatives

23 request in terms of trees, planting with obvious

24 deference to the site triangles and all the other

25 considerations.

1 CHAIRMAN ASH: Okay then. Members
2 of the Board? Comments?

3 MR. LAPLACE: Thank you,
4 Mr. Chairman. I would just say that I really
5 appreciate -- first of all, in concept, it's a
6 very good plan. The details are nice. It's great
7 to see this building evolving to something more
8 attractive and add more vitality and activity to
9 Central Avenue which is a great concern to all of
10 us. I very much appreciate your willingness to
11 consider that added fenestration, putting a window
12 facing Central Avenue. I think that's really
13 important. And also, the landscaping to screen
14 the parking area from Central Avenue. That would
15 be a really nice touch. So with those and the
16 other comments that were made, I would support
17 this application.

18 MR. SAMMET: I would just have to
19 suggest that the Board approves this application
20 with the condition that the Applicant pays the
21 required affordable housing development fee.

22 MAYOR BRINDLE: Thank you, Don.

23 MR. SAMMET: I always like to
24 suggest that as a condition now so it makes it
25 easier for everyone.

1 MR. KAPLONSKI: Absolutely. Not a
2 problem.

3 MAYOR BRINDLE: And I'll just add
4 too; thank you for your investment in Westfield,
5 and in particular, on this section of Central
6 Avenue which is well-needed and overdue. Can you
7 take care of the Krauzer's lot? (Laughter.)

8 MR. KAPLONSKI: One project at a
9 time.

10 MAYOR BRINDLE: Hopefully, your
11 investment will spur improvements to other areas
12 in need in light of the redevelopment we heard
13 about earlier. We anticipate it will be a good
14 investment for you. So thank you.

15 MR. KAPLONSKI: Hopefully, this will
16 be the watershed of a whole bunch of investments
17 up and down Central Avenue.

18 MAYOR BRINDLE: Yes.

19 CHAIRMAN ASH: Anyone else?

20 I would agree with the comments by
21 Mr. LaPlace and the Mayor and with the conditions
22 of paying the development fee per our ordinance,
23 adding the landscaping and the fenestration to the
24 facade on Central Avenue. I would move to approve
25 the application.

1 MR. CEBERIO: I'll second it.

2 MR. SAMMET: Chief Duelks.

3 CHIEF DUELKS: Yes.

4 MR. SAMMET: Ms. Carreras.

5 MS. CARRERAS: Yes.

6 MR. SAMMET: Mr. Ceberio.

7 MR. CEBERIO: Yes.

8 MR. SAMMET: Chairman Ash.

9 CHAIRMAN ASH: Yes.

10 MR. SAMMET: Vice-chair LaPlace.

11 MR. LAPLACE: Yes.

12 MR. SAMMET: Mayor Brindle.

13 MAYOR BRINDLE: Yes.

14 MR. SAMMET: Councilman Dardia.

15 COUNCILMAN DARDIA: Yes.

16 MR. SAMMET: And Mr. Goldstein.

17 MR. GOLDSTEIN: Yes.

18 MR. SAMMET: Congratulations.

19 MR. KAPLONSKI: Thank you all very
20 much. We appreciate your time.

21 CHAIRMAN ASH: We have no new
22 business. I'll recognize Mr. LaPlace with a
23 comment.

24 MR. LAPLACE: Thank you, Mr. Chair,
25 it's a housekeeping matter. I noticed that our

1 next meeting is July 5, which is the day after the
2 4th, Independence Day. And I don't know what
3 everyone else is doing for the 4th of July,
4 whether they're going away or not, but I plan to
5 be sort of in transit that day and I'm not sure
6 I'll be back. So just out of a concern for a
7 quorum. I just wanted to raise the issue.

8 CHAIRMAN ASH: Can we do a soft
9 poll? If July 5 works for you, just raise your
10 hand.

11 (Whereupon, Board Members raise
12 their hands for a soft poll.)

13 CHAIRMAN ASH: Maybe we can send out
14 an email to the entire Board and just see if we
15 have a quorum. If not, we can replace the time
16 and reschedule it.

17 MR. LAPLACE: Sounds good. Thank
18 you, Mr. Chairman.

19 MR. SAMMET: And our site plan
20 subcommittee members, we did get the home plans
21 related to the 647 Downer subdivision for
22 compliance with look-alike provisions. We'll
23 schedule that meeting for you prior to whenever we
24 have the next regular meeting.

25 CHAIRMAN ASH: Okay, thank you.

1 Motion to adjourn. All in favor say "aye."

2 BOARD MEMBERS: Aye.

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6 (The meeting was adjourned at

7 10:27 p.m.)

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