

Minutes of the Planning Board Special Public Meeting of Wednesday, August 27, 2015

Present are Mayor Tagliarini, Mr. Brady, Mr. Hirsch, Mr. Mirabal, Councilwoman Montone, Mr. Vena, Mr. Shenton, and Mrs. Williams.

Also present are Michael Leckstein, Esq., and Tim Gillen, CME Associates.

Absent are Mr. Awofolaju, who is away, Mr. Vinci and Mrs. Sims, who continues on her leave of absence.

Memorialization of Resolution **MASTER PLAN, (Resolution** adopting the 2015 Master Plan Reexamination Report and Master Plan Amendments, is summarized into the record by Mr. Leckstein. Mr. Hirsch moves to memorialize, seconded by Mr. Vena.

Yes: Mayor Tagliarini, Mr. Brady, Mr. Hirsch, Mr. Mirabal, Mr. Vena, Mr. Shenton, Mrs. Williams

No: None

Abstain: None

New Business, **SP12-508 (Amended)/Somerset Development, LLC (Glassworks), Applicant and Property Owner: Somerset Development, LLC, 145 Cliffwood Avenue, Block 155, Lot 1, Modification to Condition of Approval** to Planning Board Resolution dated September 18, 2013, granting preliminary and final major site plan approval, with conditions, for Phases I and II of the Glassworks redevelopment project.

Note that Mr. Mirabal steps down off the dais as he was noticed to be within 200 ft. of the proposed project, and is recused.

Michael Bruno, Esq., attorney for Somerset Development, states this is an application for relief from a condition of a prior approval for a project known as the Glassworks, in the Glassworks redevelopment area.

The request is to modify Condition "L" of this Board's resolution of approval back in September, 2013.

The resolution condition required that a condition to building permits being issued that the demolition of the building shall be in accordance with schedule which should be incorporated into the developer's agreement after review by the Township engineer, and no building permits shall be issued until the demolition required to complete the entire project is completed.

The applicant is seeking a modification to that condition, so as to provide that the project improvement work can commence prior to the completion of the demo work, and the condition would be the issuance of building permits for the project improvements, so they have to make the completion of the demo work a condition preceding to any certificate of occupancy for the project. That modification is being requested.

In addition to this modification request, Somerset is offering a performance guarantee they are positing with the developer of the affordable housing portion of the project, Ingerman. They are also willing to be agreeable to naming the Township on that performance bond to guarantee the complete demolition of the building, for all of the demolition phases.

What they would like to do, and the reason for this, instead of having the construction of the project a condition of completion of the demo, they would like the issuance of CO's for any portion of the project being a new condition of the completion of the demo.

They would like to start the demo at this time and then move into the start of the construction of the affordable housing portion, known as Phase 1A. The reasons for that is the affordable housing portion received some financing from HMFA, which has some strict requirements on it as to when construction must commence and must be completed. The demolition is going to take some time, so in order to comply with the requirements of the financing agency, they are requesting to start the demo now, and while that demo is ongoing, the Phase 1 infrastructure improvements and Phase 1 improvements mainly relating to the affordable housing development that is going to be part of this project, can commence at that time.

Mr. Leckstein says no CO's will be issued until the demolition is complete, which Mr. Bruno confirms is correct, and a bond will be posted to guarantee the cost of that completion.

Mr. Bruno introduces Sony David, a civil engineer, with Langan Engineering, to talk about how this is going to work. There are concerns about the sequencing, making sure there are adequate safety concerns in place with respect to the remediation of whatever is in the building, cornering it off from the other development on the site, with respect to dust control, fire safety during this process.

Sony David is sworn in by Mr. Leckstein, and states he is a licensed professional engineer in the State of New Jersey, and works for Langan Engineering, Elmwood Park, NJ for the past 12 years.

Under questioning by Mr. Bruno, Mr. David says he has conversations with the Board engineer, Tim Gillen, about sequencing, demo and commencement of the structures in Phase 1. Mr. David talks about the segregation of the two activities. The demo of the existing building and construction of the affordable housing development. They will be segregated at all times, two independent operations and will not have any overlap.

Before demolition starts, there will be hazardous material and asbestos abatement activity. The contractor preparing the health and safety plan approved by both their engineer and the Board's engineer, to conform with all state and federal standards; then the work would start for the abatement of the building, which would occur inside the building, the interior of the building.

During those operations you will be maintaining the water and electric services, solely for the purposes of abatement activities in the building. All tenants will be gone by this time. At the same time you would start any affordable housing development activities outside the limits of the abatement activities, which essentially means would be outside the limits of the building. You can start some of the soil erosion measures, some of the site clearing, and things of that nature that are outside the limits of the existing building.

As it progresses and the abatement is completed, and the building has all of its utility services shut off, at that point a demolition permit would be provided to the demolition contractor, and building demolition could begin.

The intent would be to start at the northeast corner, which is the closest corner the building is within the Phase 1A portion of the site; he will be working away from the area to provide the

affordable housing contractor more and more room to work and do some site improvements in that area.

Mr. David shows as exhibit to the Board and the public present for the meeting. The exhibit was prepared by his firm. Pointing to the exhibit, Mr. David says the darker areas in the darker color; is the limits of the Phase 1A affordable housing development. The other screened areas are the phases that would not be occurring at this time. In the light area, you can see that the building encompasses a portion of the area where the Phase 1 development currently lies.

There will be construction fencing that will segregate the demolition operations from the site contractors, so there will be a clear distinction where the safety limits lie from the demolition and contractor standpoints. The point is to really segregate those two elements so each contractor is doing their portion of the work.

As demolition continues, the temporary fence will be moved as needed further into the site for additional site improvements.

The existing water line currently comes into the site from Cliffwood Avenue. It would remain functional to the pump house fronting on the building there right now. So the building would be cut off from any water services, but the pump house will be totally functional to provide water access for dust control for the demolition operations as well as provide fire protection services for the site contractor. They will also provide fire access at all times at two points on the property; one point coming in to the site and making its way around the existing building and being able to exit the site as well, which was conveyed to them by the Board engineer and the fire department.

Mr. Bruno says the abatement activities, the environmental activities, will be completed inside the building before they start taking the building down. Mr. David says a demolition permit cannot be issued until you have pretty much all your abatement done, until the utilities are shut off, until you have an extermination letter; there are a number of things that need to be completed and closed off and finished before demolition can begin. Mr. David says it is his understanding the demolition will take on the order of ten to 12 months. There is no determined start date as of now, but the plan, according to Mr. Bruno, is to have the tenants vacated as soon as possible, make the application for the remediation, get those permits and safety plans in place, and start work immediately following vacation of the final tenants. While they don't have an exact date, they hope in the relatively short term.

Answering Mr. Vena as a deadline for when completion will be done, Mr. Bruno says there will be. As they indicated, Ingerman has a deadline as to when they have to complete their project, so they are going to require that a demo be completed so they can get CO's. He does not have specifics as to how that is going to work in terms of dates, but there will be deadlines that if it is not completed within a certain timeframe, Ingerman will have the right to call the bond and have it completed so they can get their job finished.

Answering Mr. Vena, Mr. Bruno says the bond will be the total cost of what it will cost for the demo, around \$3 million. Mr. Leckstein says this would also have to be approved by the Township engineer. Mr. Gillen says he will prepare the bond estimate, and the Township attorney will be sure we are well covered.

Mr. Vena says he wants to see a completion deadline on the bond agreement. Mr. Leckstein says they can always apply for extensions if they have to. He would like to say no extensions available. Mr. Gillen says performance guarantees are without deadlines. They continue to exist until they are formally released by the Municipality. There could be an expiration date as to when we would be able to call it, but there is no termination date.

Mr. Bruno says they are in the middle of negotiations for an amendment to the redevelopment agreement, and that would be an appropriate provision as to how much time the town thinks is appropriate how much his client thinks is appropriate, and if they don't complete it within that timeframe, then you have the right to proceed under the bond.

Mr. Gillen says as far as the municipality is concerned, we are saying no C of O; there are multiple buildings that Ingerman is going to construct. The very first building contains their sales office, and they will not be able to obtain a C of O until the existing building is totally removed. That also includes any temporary C of O. Answering Mr. Vena, Mr. Gillen says we have to see the language but we will make every endeavor to be sure we are covered in our developer's agreement, if the attorney agrees. Mr. Bruno says the intent is to request this modification; as part of the request is to give economic security to the town as one of the reasons for making this change. They are giving the economic security for any unforeseen reason something happens and Somerset does not complete the work. Ingerman will have something to say about this if Somerset does not complete the work, and they will probably beat the town to the punch.

Bill Papartys, 16 Dogwood Court, Cliffwood, NJ, is sworn in by Mr. Leckstein, and addresses Mr. Bruno, asks if a temporary CO could be put in in place of a regular CO. Mr. Bruno says the intent is there is no occupancy of the project until the demo is complete. There has been no talk about a temporary CO. Mr. Papartys says there is no logic for a temporary CO if there can be no occupancy; why give a temporary if you can't give a regular CO. Mayor Tagliarini says there will be no temporary CO.

Mr. Papartys says he lives in the neighborhood, and he didn't actually hear the reasoning given as to why at this date the applicant is asking for this relief. Mr. Bruno says because of Super Storm Sandy there was special financing available for affordable housing. Since there is affordable housing in this project, the developer applied for that financing and was awarded the financing. It does require that the financing be closed and construction start within a certain time period. As a result, they requested of the developer to start the demo and have them be allowed to start the improvements so they can comply with their financing requirements, rather than waiting til the demo is complete, because the demo will take some time to complete. That is the reason for the modification.

Mr. Papartys confirms it was stated the demo could take up to 12 months; Mr. Bruno says that is what he is understanding.

Mr. Papartys asks if no relief was given, would the demo have gone according to the plan, would it have been a six month period rather than a 10 or 12 month period, or would it remain the same. Mr. Bruno says it would remain the same.

Mr. Papartys says the relief is then for the developer to do the affordable housing. Mr. Bruno confirms that is correct.

Mr. Papartys asks if the affordable housing will be started the same time as the demolition; Mr. Bruno says it will be close. He asks if at the end of the day the affordable housing is done but the demo is not complete, would they not move forward with any other part of the project until that was done, or would you continue to develop as you go along, whether anyone could live there or not. Mr. Bruno says that could happen, because the condition is going to be no CO's, so you could continue to construct but not occupy until the demo is done. He does not think that will happen, he thinks the demo will be done as the affordable gets done so they can occupy. Mr. Papartys says he got his notice today; he contacted a few people in the community who did not get the notice. The notices were lost by the post office.

His main concerns are dust control, rodent control, construction, the ongoing construction, the traffic created while this is going on, with shut downs on the road while things are moving to and from, those are big concerns for the residents and why they are questioning the length of time it will take. For himself, living back to the project, on the other side of the NJ Transit, he assumes they are going to get a lot of that; he does not know the rules about rodent control, how they exterminate, how to prevent the dust, he hopes the Board is watching and can reassure the residents what is taking place. Mr. Leckstein says this is a concern of the Board, we recognize the residents' concerns, and the Township will have to keep on the developer to make sure things are done in the proper way.

Robert Moffitt, 79 Cliffwood Avenue, Cliffwood, NJ is sworn in by Mr. Leckstein, and asks that the Mayor be sure there is traffic control, dust control, construction control, timing of construction, forced traffic control. Is there a process so that residents quality of living is not affected. Mr. Leckstein says these issues are addressed in the developer's agreement; the Planning Board does not get into these kinds of things. Mr. Shenton says the municipality is involved as there are all sorts of inspections, the engineer is involved, the Township has meetings with the developer, before they start there are construction meetings, there is a lot that goes on in the process to be sure there are no problems. If there are problems, contact Town Hall or Maxine, and they will be addressed.

Mr. Moffitt says he lives in close proximity and is concerned about the asbestos removal to his family. Mr. David says the health and safety plan will address all the issues the resident is talking about, and will essentially do it per the State and Federal regulations for removing the asbestos, moving the hazardous material within the building, having the proper containment, and properly protecting all the people within and the surrounding neighborhoods.

The hearing is closed.

Mr. Leckstein says this would modify Condition "L" on the resolution to permit basically obtaining building permit and start construction of the affordable housing units. There will be a performance guarantee approved by the Township and Township engineer, and no CO will be issued until all demolition is completed. Demolition will take up to 12 months. We can specify this is for the affordable housing units. Mr. Bruno says there are more site improvements that are going to be put in. The affordable housing is part of Phase 1A. Mayor Tagliarini says the thinking is that all demolition will be done by 1A, but he thought they were asking for total relief in Phase 1, and it would coincide as they moved along with their construction. Mr. Bruno says that is right, they anticipate it will coincide with 1A, but they do not want to be barred from proceeding with the demo work. They are agreeable to no CO's until the demo work is done. Mayor Tagliarini says that is the point of this relief, we assume they will move as quickly as

possible for the success of the project. But the catch we want to make sure of, there will be no CO's issued anywhere on this project until demolition is done. So you would think they would move as quickly as possible, comply with all safety procedures. No CO's anywhere in the project until demolition is done, that is the catch all. No temporary CO's will be given either. Mr. Bruno says to be clear we are talking about the demo, it may be appropriate to do a temporary CO for landscaping. Mr. Bruno says to be clear, we are talking about the demo work only for CO's. It may be appropriate after demo is done they can get a temporary CO, even if landscaping is not done. The no CO's or temporary CO's is related only to the demo work. Mayor Tagliarini says absolutely, yes.

Mr. Vena moves to grant approval with conditions, seconded by Mr. Hirsch.

Yes: Mayor Tagliarini, Mr. Brady, Mr. Hirsch, Councilwoman Montone, Mr. Vena, Mr. Shenton, Mrs. Williams

No: None

Abstain: None

Mayor Tagliarini thanks the residents who came out tonight to the meeting.

Meeting adjourned.

