

BOROUGH OF FAR HILLS
Borough Council Regular Meeting
MINUTES
March 13, 2023

CALL TO ORDER

Mayor Welsh called the meeting to order at 7:01 p.m. at the Far Hills Municipal Building and read the open public meetings statement in accordance with the law.

PLEDGE OF ALLEGIANCE

Mayor Welsh led the Pledge of Allegiance.

ROLL CALL

Present: Councilman Joseph Carty, Council President Mary Chimenti, Councilman Peter J. Coccoziello, Jr. (via phone), Councilman David P. Karner, Councilman Rick Rinzler, Councilwoman Sheila Tweedie, Mayor Kevin P. Welsh

Absent, as Excused:

Absent:

Also Present: Borough Clerk Dorothy S. Hicks, Borough Attorney Joseph Sordillo, Borough Planner David Banisch, Borough Engineer, Steve Bolio, Special Counsel Joe Baumann, Chief of Police Michael DeCarolis, and approximately 30 members of the public.

EXECUTIVE SESSION

Resolution 23-059 - Attorney Client Privilege – Litigation – Affordable Housing

Motion by Councilman Karner, seconded by Council President Chimenti was unanimously carried to approve Resolution 23-059.

RETURN TO OPEN SESSION

Open Session reconvened at 7:35 p.m.

REPORTS

Councilman Coccoziello – Roads

Councilman Coccoziello provided an update on the Pennbrook Road project and indicated a letter would be sent out to residents who reside in the project area. He also reported road improvements on DeMun Place and Dumont Road were planned and were being funded through an NJDOT grant.

Councilman Karner expressed his appreciation to Councilman Coccoziello for coordinating with Bedminster DPW regarding potholes repairs on Schley Road and Far Hills Avenue.

Councilwoman Tweedie – Health/Sanitation

No report.

Councilman Carty – Finance/Insurance

No report.

Council President Chimenti – Laws, Ordinances & Elections

No report.

Councilman Karner – Fire, Water, Light, Buildings & Grounds

No report.

Councilman Rinzler – Police

Councilman Rinzler reviewed the February 2023 Police Report.

He noted interviews were currently underway for a police officer due to a recent resignation.

Mayor Welsh noted an elderly woman was recently found walking along the train tracks and expressed his appreciation to the citizen who notified the authorities allowing them to bring her to safety. He emphasized if you see something, to please say something.

Chief DeCarolus

Chief DeCarolus provided a brief update regarding the ongoing recruitment for a police officer.

Mayor Welsh

Mayor Welsh reported the preparation of the 2023 Budget was continuing and anticipated it would be ready for introduction next month.

He stated the Borough Council has received the final financial/fiscal report prepared by the Otteau Group and it will be posted on the Borough website tomorrow. The public presentation by the Otteau Group was planned for the March 27, 2023 Borough Council meeting.

Mayor Welsh announced a resolution has been reached and the Affordable Housing Agreement between the Borough and Melillo Equities, LLC will be amended to reduce the Borough's \$6.9 million payment to Melillo Equities, LLC to zero dollars. The Borough will now be receiving \$400,000.00 which consists of \$215,000.00 being allocated to the affordable housing trust fund and the remaining \$185,000.00 being allocated for improvements to the fairgrounds and downtown village area. He stated the age restrictions will remain in place for the 105 market rate units and 4 of the affordable housing rental units.

Mayor Welsh acknowledged Mr. Anthony Melillo and the Pulte Group for their collaboration in reaching this new agreement and expressed this was a major win for the Borough and each of its residents.

He also expressed appreciation to the members of the Borough Council, and especially Council President Chimenti who, through numerous meetings and discussions, worked extremely hard to reach this much better solution for the Borough.

Council President Chimenti expressed her appreciation to Mayor Welsh for bringing the Borough to this point and being able to weather the storm and to think reasonably in order to do what was best for the residents of Far Hills.

Members of the public expressed their appreciation through a round of applause.

REGULAR AGENDA**APPROVAL OF MINUTES****2/27/2023 – Regular Meeting Minutes**

Motion by Councilman Karner, seconded by Council President Chimenti, was unanimously carried that these minutes be approved for content and release.

2/27/2023 – Executive Session Minutes

Motion by Councilman Karner, seconded by Council President Chimenti, was unanimously carried that these minutes be approved for content only.

A transcript of the remainder of the meeting has been appended to the minutes. Motion and roll call votes are also depicted in the minutes.

UNFINISHED BUSINESS

ORDINANCES – PUBLIC HEARING AND ADOPTION

ORDINANCE 2023-02 – AN ORDINANCE AUTHORIZING THE BOROUGH OF FAR HILLS' ACCEPTANCE OF A PERIMETER BUFFER EASEMENT, STREAM CORRIDOR EASEMENT, SCENIC CORRIDOR EASEMENT, STORMWATER DRAINAGE MAINTENANCE EASEMENT, 100 FOOT COMMON AREA/OPEN LAND EASEMENT, NATURE PATH EASEMENT AND SIGHT TRIANGLE EASEMENT IN CONNECTION WITH THE PLANNING BOARD'S GRANT OF PRELIMINARY AND FINAL MAJOR SUBDIVISION AND SITE PLAN APPROVAL FOR THE AFFORDABLE HOUSING DEVELOPMENT OF THE ERRICO ACRES SITE.

Motion by Councilwoman Tweedie, seconded by Council President Chimenti that Ordinance 2023-02 be adopted.

Roll Call:

Aye: Carty, Chimenti, Coccoziello, Karner, Tweedie

Nay:

Abstain: Rinzler

Motion Carried.

NEW BUSINESS

ORDINANCES – INTRODUCTION

ORDINANCE 2023-03 - AN ORDINANCE APPROPRIATING \$60,000.00 FOR DEMUN PLACE AND DUMONT ROAD IMPROVEMENTS - ENGINEERING

Motion by Councilman Karner, seconded by Council President Chimenti that Ordinance 2023-03 be introduced.

Roll Call:

Aye: Carty, Chimenti, Coccoziello, Karner, Rinzler, Tweedie

Nay:

Abstain:

Motion Carried.

RESOLUTIONS

Resolution 23-060 – Authorizing Developer's Agreement - Pulte Homes of NJ, LP

Motion by Councilwoman Tweedie, seconded by Council President Chimenti that Resolution 23-060 be approved.

Roll Call:

Aye: Carty, Chimenti, Coccoziello, Karner, Tweedie

Nay: Rinzler

Abstain:

Motion Carried.

CONSENT AGENDA

The items listed within the consent agenda portion of the meeting have been referred to the Borough Council for reading and study; a copy placed on the table in the meeting room and is considered routine and will be enacted with one motion the Borough Council with no separate discussion. If separate discussion is required, the item may be removed from the agenda by Borough Council action and placed on the regular agenda under new business.

RESOLUTIONS

1. Resolution 23-061 – Accepting Resignation – Police Officer
2. Resolution 23-062 – Authorizing Contribution to Raritan Headwaters Association
via the Clean Communities Grant
3. Resolution 23-063 – Payment of Bill List

Motion by Councilman Karner, seconded by Council President Chimenti that Resolutions 23-061 through 23-063 be approved.

Roll Call:

Aye: Carty, Chimenti, Coccoziello, Karner, Rinzler, Tweedie

Nay:

Abstain:

Motion Carried.

PUBLIC COMMENT – *The Mayor and Council welcome comments from any member of the public. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers shall limit their comments to 5 minutes.*

Public comment is included in the transcript appended to these minutes.

EXECUTIVE SESSION

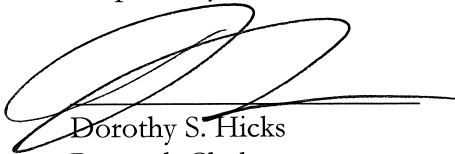
Resolution 23-064 - Attorney-Client Privilege – Litigation – Affordable Housing

Motion by Councilman Karner, seconded by Councilwoman Tweedie, was unanimously carried to approve Resolution 23-064.

RETURN TO OPEN SESSION AND ADJOURNMENT

Motion by Councilman Karner, seconded by Councilwoman Tweedie was unanimously carried to adjourn the meeting at 9:30 p.m.

Respectfully submitted,



Dorothy S. Hicks
Borough Clerk

APPROVED – 4/10/2023

<div>1</div> <div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>
<div><p>BOROUGH OF FAR HILLS BOROUGH COUNCIL REGULAR MEETING COMMENCING AT 7:38 P.M. MONDAY, MARCH 13, 2023</p><p>TRANSCRIPT OF PROCEEDINGS</p><p>BOROUGH OF FAR HILLS 6 PROSPECT STREET FAR HILLS, NEW JERSEY 07923</p><p><u>COUNCIL MEMBERS PRESENT</u></p><p>Mayor Kevin P. Welsh Councilman Joseph Carty Council President Mary Chimenti Councilman David P. Karner Councilman Rick Rinzler Councilwoman Sheila Tweedie Councilman Peter J. Cocozziello, Jr. - via telephone</p><p><u>ALSO PRESENT</u></p><p>DAVID BANISCH, Board Planner DOROTHY S. HICKS, Borough Clerk JOSEPH SORDILLO, ESQ., Attorney for the Borough Council JOSEPH P. BAUMANN, Borough Special Counsel STEVE BOLIO, Borough Engineer</p><p><u>STENOGRAPHICALLY REPORTED BY:</u></p><p>CARMEN WOLFE, CCR NJ Licensed Stenographer</p><p>QUICK COURT REPORTING, LLC 47 BRIAN ROAD WEST CALDWELL, NEW JERSEY 07006 (973) 618-0872 office@quickreporters.com</p></div>	<div><p>MAYOR WELSH: Okay. Thank you. Are there any questions from the Council in regards to these easements? I guess I will open it up to public. If anybody would like to make a comment specifically related to the easements. Please step forward and state your name at the mic.</p><p>MR. CHERCHIA: Good evening. My name is Jason Charchia, spelled C-H-E-R-C-H-I-A. I'm an attorney with Beattie Padovano in Montvale, New Jersey. My office represents Far Hills in Crisis which is a group of taxpayers in Far Hills. My clients are concerned about accepting these easements because there's a lot of unknowns that still lie in them. There's new DEP regulations that if new calculations are done under those regulations it's not clear whether the storm water management system will fail or not. So it's unclear whether the system really can support the amount of storm water runoff that's going to be generated here. I think a lot of this flows from the larger developer's agreement not knowing what's really in it. At least the public doesn't know what's in it. And it's not clear who's going to be responsible for maintaining the easement areas, any damage that might result, any -- if the system doesn't survive the storm water runoff. So I think there's a big problem</p></div>
<div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>
<div><p>MAYOR WELSH: Now we're going to move on to unfinished business. Ordinance, public hearing and adoption. Ordinance 2023-02, an ordinance authorizing the Borough of Far Hills acceptance of perimeter buffer easement, stream corridor easement, scenic corridor easement, storm water drainage maintenance easement, 100-foot common area/open land easement, nature path easement, a site triangle easement in connection with the Planning Board's grant of preliminary and final major subdivision and site plan approval for the affordable housing development of the Errico Acres site. I'd like to start off with, Mr. Banisch, if you have any comments you'd like to make on this ordinance.</p><p>MR. BANISCH: Mayor, with respect to this ordinance, I would just like to remind Council that these types of ordinances are commonly required following a planning board approval action that involves areas that are not to be disturbed after development. There are I know a number of easements included in this ordinance because it is a big project. It's a complicated project. But there are -- each of the ordinances that you described or just named, Mayor, are designed to protect the environment, the neighbors, the storm water management system, basically the overall functioning of the neighborhood in the years to come.</p></div>	<div><p>with that. The developer's agreement was not proposed or made public with enough time for the public to review it. The financial audit also was not put out with enough time for the public to review it.</p><p>And then there's some discussion about a builder's remedy. The builder's remedy is really a red herring in this case because the town already has a Judgment of Compliance and Repose which already defines the town's affordable housing obligation. And by definition, the town's affordable -- zoning ordinances are not exclusionary. So to the extent that a builder's remedy was even available, the developer wouldn't be entitled to any affordable housing units because the town has already met its affordable housing obligation. So I think the whole -- I think the easement issue flows from the larger problem of the public really not being aware of what's going on. And I think that the Governing Body here should reconsider what it's doing to make sure it understands the consequences that the taxpayers are going to have to bear. Thank you.</p><p>MAYOR WELSH: Thank you. Do you have a comment, Joe?</p><p>MR. SORDILLO: I respectfully disagree with the statements that were made with regard to the</p></div>

<p style="text-align: center;">5</p> <p>1 potential liability with regard to the Motion to 2 Enforce Litigant's Rights. You know, we've had -- 3 meaning the Borough had mediations with, you know, the 4 Court and expressed serious concerns as to what the 5 Borough may face if those motions continue to move 6 forward. And we were -- the Borough wasn't successful 7 in opposing them. And it wasn't just a red herring. 8 It was an actual serious risk to the Borough. 9 That being said, I believe just to 10 address on the actual easements in place, those are 11 being considered in connection with this ordinance, the 12 maintenance requirements are on the property owner. 13 It's clearly set forth in each one of the easements. 14 The maintenance and obligations set in them are on the 15 property owner. And that the Borough is just getting 16 -- basically, a majority of these are conservation 17 easement requiring certain landscaping requirements and 18 that the areas be maintained in their natural state 19 otherwise as well as allowing the public access to the 20 walking paths that are being installed and with regard 21 to, you know, buffer requirements. As for the 22 stormwater, they've had their approvals from the state. 23 That's outside the jurisdiction of the Borough. The 24 Borough Planning Board has already heard this 25 application and has approved it. That's what we're</p>	<p style="text-align: center;">7</p> <p>1 but you did. 2 MAYOR WELSH: I disagree. 3 MS. DUFFY: You can disagree, but you 4 did. And I also want to bring up the fact that I 5 looked at the notes from the meeting before, and 6 they're not accurate. They're not accurate. They're 7 very, very briefly done on certain things and that 8 other things are expanded on. My own quote wasn't 9 accurate. I take umbrage to that. And am I allowed to 10 speak on the bountiful gift or not? Is this not the 11 moment for the bountiful gift? 12 MAYOR WELSH: This is strictly related 13 to -- 14 MS. DUFFY: The easements. 15 MAYOR WELSH: -- the easements. 16 MS. DUFFY: Okay. I only want to know 17 about the easement on 202. I still -- okay. That one 18 bothers me. 19 MAYOR WELSH: You're talking about the 20 buffer easement? 21 MS. DUFFY: The easement that will be 22 directly on 202. 23 MAYOR WELSH: So that's a scenic 24 corridor. Dave, can you give clarity on that if you 25 don't mind?</p>
<p style="text-align: center;">6</p> <p>1 here before the Borough Council is on an approved 2 application. And these easements are a condition of 3 that approval. They have to grant -- the Borough. 4 These are all into the Borough's interest. The 5 Borough's not taking on any liability. The 6 Borough's accepting these easements in the interest of 7 the Borough. 8 MAYOR WELSH: Okay. Thank you. Anybody 9 else from the public would like to speak? Come on up 10 here, please. 11 MS. DUFFY: Denise Errico Duffy. At the 12 lease meeting, I asked the pointed question that we 13 would not be voting for anything at this meeting, and I 14 was answered directly by you that we would not be. 15 MAYOR WELSH: You asked about Friday 16 specifically. I said there's no action being -- 17 MS. DUFFY: No, sir. I asked about this 18 meeting. And there are people here that were there and 19 heard me say it. Correct? And you said no, there 20 won't be any -- there won't -- I asked about the 21 Friday. That was a separate question. Well, that's -- 22 but I asked you will -- at the next Monday meeting will 23 there be -- you said absolutely not, not until we get 24 more information. I wrote it down. I know there are 25 people here who heard it. If you didn't, I apologize,</p>	<p style="text-align: center;">8</p> <p>1 MR. BANISCH: Yeah. That is a -- 2 essentially, a 200-foot setback from 202. There's -- 3 immediately adjacent to that, there's an additional 4 hundred feet of setback. It's an open land easement. 5 And what those two easements together anticipate is 6 that that 300 feet will be landscaped. There will be a 7 few things that go through that 300 feet, the access 8 road and -- 9 MS. DUFFY: Okay. That's what worries 10 me. Is this going to become a lane? 11 MR. BANISCH: What do you mean by that? 12 MS. DUFFY: A lane? 13 MR. BANISCH: Yeah. I mean, it's going 14 to be the primary drive way in and -- 15 MS. DUFFY: Is it going to be a 16 shoulder? 17 MR. BANISCH: Oh. You mean along side 18 the shoulder of 202? Is that what you're asking about? 19 MS. DUFFY: Yes. 20 MR. BANISCH: There is a decel -- on the 21 northbound lane of 202 -- 22 MS. DUFFY: Okay. 23 MR. BANISCH: -- okay, immediately 24 before the driveway, there's a narrow deceleration 25 lane. I would estimate it's going to be widening</p>

1 pavement about five feet, maybe six feet. And then on
2 the north side of the driveway, there will be a
3 similarly situated --

4 MS. DUFFY: You're not talking about the
5 present driveway. You're talking about the new --

6 MR. BANISCH: I'm talking about new
7 driveway which is kind of -- obviously, you know 202.
8 It's by that gravel pull-off that sits on the right
9 side of the road.

10 MS. DUFFY: Yeah. And that's what I'm
11 worried about. Is that going to become opportunity for
12 someone to pass? Do you understand what I'm saying?

13 MR. BANISCH: No. I don't think so.

14 MS. DUFFY: Am I making myself clear?
15 Is this -- I'll draw a picture. I'm a teacher. I'm
16 not trying to be -- I'm really concerned about that
17 because the traffic is so crazy there to begin with.
18 And if something like that gives someone an
19 opportunity, that should be concerning, you know. But
20 you're not seeing it that way?

21 MR. BANISCH: No. It doesn't appear as
22 though -- I'm looking at the plans. It doesn't appear
23 as though it's going to function that way either.

24 MS. DUFFY: Okay.

25 MR. BANISCH: What it will do is it will

1 give people who are northbound on 202 that plan on
2 making a right into the new neighborhood an opportunity
3 to move to the right which in all likelihood will
4 permit the traffic to flow freely behind it through.

5 MS. DUFFY: But are they going to be
6 able to -- does anybody understand what I'm saying?
7 Are they going to be able to use that as a shoulder? I
8 don't think what I'm saying is green.

9 MR. BANISCH: It's not terribly long.
10 If I had to estimate its length -- which I did not
11 measure it before the meeting tonight -- but I would
12 estimate its lengths about two to three car lengths,
13 about five feet wide on the shoulder to permit cars an
14 opportunity to decelerate and turn a right into the
15 access road. And then there's a similarly situated in
16 dimension acceleration lane on the north side of the
17 driveway for traffic entering 202 from the access
18 driveway turning right and heading north.

19 MS. DUFFY: Because they're going to
20 have to stop to enter; right?

21 MR. BANISCH: That's right. They are.

22 MS. DUFFY: And they're going to have to
23 stop this way and they're go to have to stop this way.
24 Am I correct? Or are they only going to be able to
25 enter one way?

1 MR. BANISCH: There's a dualized access
2 road for the neighborhood. And the entrance road is
3 where you'd expect it to be from 202 on the right-hand
4 side proceeding from 202 into the site. The exit lane
5 is obviously on the left. And it's all part of --

6 MS. DUFFY: It's difficult to visualize.

7 MR. BANISCH: I can appreciate that.

8 And it's all part of a design that's really kind of a
9 boulevard-type design. So there will be a center grass
10 median.

11 MS. DUFFY: And you don't anticipate
12 that this is going to make any more of a traffic --

13 MR. BANISCH: No. If anything, I think
14 it should ease traffic impacts related to turning
15 movements into and out of the site.

16 COUNCILMAN KARNER: It's similar to Far
17 Hills Country Day School what they have now, Dave,
18 where you have an access coming from the north -- from
19 the south, I guess, to turn in there and then you
20 have --

21 MS. DUFFY: Well, that's not a great
22 example because you do know --

23 COUNCILMAN KARNER: There's no great
24 example. It's a county road.

25 MS. DUFFY: No. I mean it's difficult

1 there is what I'm saying. And this is going to be
2 right down from there.

3 COUNCILMAN KARNER: I know where it's
4 going to be.

5 MR. BANISCH: Well, there's no second
6 lane.

7 MS. DUFFY: Do you understand? It's
8 like there's that and then there's this.

9 MR. BANISCH: It's just going to be --
10 it's going to be a two-lane -- it's going to remain a
11 two-lane road with a slightly widened shoulder across,
12 I guess, I'd estimate something in the neighborhood of
13 80 feet across the frontage of the site, maybe 90.
14 Something like that. You think it's as much as 100,
15 Steve?

16 MR. BOLIO: I'm not sure, Dave.

17 MR. BANISCH: Yeah, I'm not either. But
18 it looks like it's about two or three car lengths --
19 thank you, Joe. It looks like it's about two or three
20 car lengths of -- not even. Not even. It looks like
21 it's a car length of widening. And it looks like it's
22 widening -- actually, now that I -- thank you, Joe, for
23 this. It looks like it's widening the pavement with
24 only a couple of feet. If anything, as I said, it's
25 just going to move -- ease movements -- ease

1 right-handed turn movements into the site and
 2 right-handed turn movements out of the site.
 3 MS. DUFFY: Is there going to be
 4 opportunity to talk about the septic thing and the
 5 other, or is that --
 6 MAYOR WELSH: The septic? What septic?
 7 MS. DUFFY: Well, the last meeting --
 8 the last two meetings everybody was talking about the
 9 fact that the homeowners group will pay anything that
 10 would happen. Let's say there was -- and my question
 11 was is there going to be insurance? And I know -- I
 12 asked all these things. So. And I was answered
 13 with --
 14 MAYOR WELSH: This one we're talking
 15 about right now is strictly the easements.
 16 MS. DUFFY: Just the easements.
 17 MAYOR WELSH: So that will be later on.
 18 MS. DUFFY: Okay. But later on there
 19 would be opportunity to bring that. Okay. Thank you.
 20 MAYOR WELSH: Thank you. Anybody else
 21 from the audience like to -- come on up.
 22 MR. MELLENDICK: Dr. George Mellendick,
 23 Lake Road. I just wanted to reinforce some of Denise
 24 Duffy's points. Part of the difficulty here is that
 25 there's really been no opportunity to discuss many of

1 these matters in detail. I pointed out before -- Mr.
 2 Banisch was not able to answer the question. He said
 3 he would have to look into it again regarding pretty
 4 much the same matter that Denise Duffy brought up about
 5 the accessory lanes for ingress and egress from that
 6 property. And the similar situation on the other side
 7 heading south toward the train station by Page Hill
 8 Road where you have that extra lane that dips in toward
 9 Page Hill and that passing lane, that's quite
 10 hazardous. I don't know what the thinking was for
 11 that. Some people told me it was so a school bus could
 12 pull over something like that. But why that was done
 13 when that development on Page Hill was not done, I
 14 don't know. Now, I also recognize that that's in
 15 Bernardsville. But just because it is in
 16 Bernardsville, it is adjacent to us. And we should be
 17 able to learn from the inadequacy of that intervention
 18 in traffic. And we don't know according to our
 19 planning expert whether or not it's even in the plans,
 20 that a lane like that would be part of the development
 21 here. So there's no opportunity to discuss anything in
 22 detail.
 23 The traffic presentation by the Pulty
 24 group was disastrous and inadequate. And there was no
 25 opportunity to answer -- to ask and get questions

1 answered at that hearing. As I mentioned at the time,
 2 it was like we took an average intelligent six grader
 3 and had him talk about the traffic issues related to
 4 this development. There was really no attention to
 5 detail nor have many other presentations had any detail
 6 really. So part of the difficulty that the people are
 7 having is having had that lack of ability and
 8 opportunity to go into depth on these things. I mean,
 9 I've heard the word transparency mentioned at these
 10 hearings probably I wouldn't even say scores of times,
 11 I would say hundreds of times. And I'm beginning to
 12 conclude that the use of the word transparency is
 13 inversely related to the transparency in the matter.
 14 So I think that's part of the problem.
 15 And I don't understand -- and maybe
 16 someone could explain; although, usually no one does
 17 because you all sit there pretty much stone face -- why
 18 a decision will be made you. You have this Otteau
 19 report which was a financial analysis for this very
 20 matter, and you've not had the opportunity to review it
 21 presumably and certainly we haven't, much less discuss
 22 it. So I think it's faulted that a decision would be
 23 made on a development like this when something like a
 24 financial analysis was not even reviewed much less
 25 considered and debated in public. So I find that

1 problematic. So at this point given what you did
 2 tonight, let's say when you look at the financial
 3 analysis or the Otteau report, is there an opportunity
 4 to amend any of the decision making or is that fixed in
 5 stone now?
 6 MR. SORDILLO: Mayor, I think some of
 7 the comments that was raised and concerns are stuff
 8 that was already decided by the Planning Board at the
 9 Planning Board hearing.
 10 MR. MELLENDICK: I'm criticizing the
 11 manner in which that was done because there was no
 12 discussion for public attention or detail or debate
 13 about it.
 14 MR. SORDILLO: I understand that you're
 15 criticizing that, but what I'm answering is the fact
 16 that at this point the Borough has -- the Borough
 17 Council has no input or authority over what the
 18 Planning Board has already decided and approved. At
 19 this point, what we're doing is we're adopting an
 20 ordinance accepting easements that are in the Borough's
 21 best interest based upon the conditions of that
 22 approval. So whether or not there's an extra lane from
 23 202 into the development, this Borough -- whether --
 24 and, you know, the effect of the Otteau report would
 25 have no impact on the acceptance of these easements

1 moving forward with the Development Compliance Review
2 and with regard to the approval of the Planning Board.
3 These are all issues that would go before the Planning
4 Board. I think with Otteau Group that was a financial
5 impact statement or analysis that was being done. It's
6 going to be presented to the Council as the Mayor said
7 at the next meeting on the 27th. And that would affect
8 the financial aspects of the affordable housing
9 agreement, but it doesn't affect whether or not the
10 Borough accepts a conservation easement over a portion
11 of the property where it's already been approved. The
12 Borough can't change that approval. That approval is
13 -- the property owner and the applicant have vested
14 rights in that approval. The Borough can't now change
15 it. It has no authority to do so.

16 MR. MELLENDICK: It's astonishing to me
17 that a financial report would not have some interface
18 or integration with decision making about it. It
19 really is astonishing. And regarding the easements,
20 there really has been no discussion about that. You
21 can hear the questions people asking reflect our total
22 lack of specific knowledge about what each of these
23 easements is and what the ramifications are of each.
24 There's been no open debate about those. There's been
25 no discussion. No opportunity for people to ask

1 questions about those. And I think that's the basic
2 problem here.

3 MAYOR WELSH: I disagree. I think at
4 the last meeting we had a --

5 MR. MELLENDICK: Well, you always do.

6 MAYOR WELSH: Excuse me, George. Let me
7 just finish if you don't mind.

8 MR. MELLENDICK: I don't want you using
9 my time, though.

10 MAYOR WELSH: We had a presentation on
11 the board that showed exactly the easements that were
12 the same ones that were presented at the Planning Board
13 level which I'm sure you were at most of those
14 meetings.

15 MR. MELLENDICK: Yes. It was dreadful.
16 The lack of detail and the microscopic nature of the
17 presentation.

18 MAYOR WELSH: I wouldn't call that
19 microscopic.

20 MR. MELLENDICK: I would when you
21 consider the content on the screen. But I just wanted
22 to finish up by saying that I think that for a
23 Borough-altering development the lack of attention to
24 detail has been extraordinary and frankly very damaging
25 to this Borough going forward. And getting back to the

1 water issue, there was a woman from -- I forget her
2 name. From Fox Hunt at the last meeting. I don't know
3 if you remember her name or not. And she was asking
4 about the matter of the sewer. If this package plan
5 so-called -- I never heard that term before. That you
6 have a building to compress solid waste into. But so
7 it is. She was asking if this system fails the
8 homeowner association would take care of it, but how is
9 it set up that the homeowner association would have
10 enough money, have the escrow amount in its reserve to
11 take care of this should and when it fails? That's
12 still not clear. Do you know that?

13 MAYOR WELSH: Can you answer that, Joe?
14 Give a better definition of how that works?

15 MR. SORDILLO: I can -- I can explain
16 that the -- when the homeowners association is created,
17 they have to go through a process whereby they hire
18 professionals to evaluate the -- evaluate the
19 maintenance and value of the improvements that need to
20 be maintained by the association, common properties,
21 and in this case part of it will be the on-site
22 treatment plant. They will assign a value to that that
23 has to be funded by the reserve -- in reserves by the
24 association through the collection of fees. Now, when
25 an association initially is created, it's usually --

1 it's initially under the control of the developer. And
2 then as members join -- or new residents join the
3 association, they purchase homes, that it slowly gets
4 transferred over to private ownership. That funding
5 depending on the formula and how much it has to be is
6 all governed by state law and regulated by the DCA. So
7 there's an amount that the developer will have to
8 handle upfront or as the units are initially being sold
9 off, then eventually be funded fully by the residents
10 as they come on board.

11 That calculation and that determination
12 has to be periodically reviewed. They have to submit
13 documentation to the state for approval. And all of
14 their budgeting also has to be approved by the state to
15 make sure that those funds are there and as well as are
16 adequately represent what needs to be their
17 responsibilities under the homeowners association for
18 that particular development. And in this case it has
19 quite a bit because we have the stormwater facilities
20 that are the association's as well as the private
21 roadways and as well as the on-site treatment plant for
22 the sewer. So that number's going to be significantly
23 high, but they're going to have to maintain it in
24 reserves to do so. At this point, we don't have that
25 because that's something that gets developed as the

1 association gets formed and moves forward.
 2 But what we have in the developer's
 3 agreement is a requirement that they will be on the
 4 hook to do that in an agreement that will be recorded.
 5 It will be in their homeowners association documents
 6 and declarations that gets submitted and approved by
 7 DCA as well as recorded. And they've also agreed as
 8 part of the developer's agreement, Pulty has agreed to
 9 issue a deed notice on top of that whereby it puts an
 10 additional deed restriction on the property advising
 11 any potential purchaser as the public in general in the
 12 chain of title that the association will be responsible
 13 solely for the maintenance and any repairs to that
 14 treatment plant.
 15 MR. MELLENDICK: See, that's another
 16 thing I would have thought would have been in the
 17 financial consideration of the project. In other
 18 words, for the Borough to have some sense of the number
 19 that would be expected to take care of this kind of
 20 matter should it flop as it may well. And then,
 21 lastly, I want to ask the chief with regard to the
 22 traffic issue, do you have some input or, like, with
 23 cars coming and going whether it's the building phase
 24 of it with the trucks and the flatbeds and all those
 25 things, are the builders responsible for trafficking?

1 Or is that a state matter or a county matter?
 2 CHIEF DeCAROLIS: We would keep an eye
 3 on it.
 4 MR. MELLENDICK: But in terms of
 5 monitoring it or if there needed to be someone, say,
 6 stopping or, like, a cop at Bedminster, for example, at
 7 the school in the morning or 3:30, someone directing
 8 traffic by the post office there.
 9 CHIEF DeCAROLIS: If it seemed to be a
 10 consistent problem, yeah, we would probably have to do
 11 something.
 12 MR. MELLENDICK: And that would be a
 13 town function?
 14 CHIEF DeCAROLIS: It would be on us.
 15 MR. MELLENDICK: All right.
 16 MAYOR WELSH: Come on up, sir.
 17 MR. NEWMAN: Steve Newman, 19 Lake Road.
 18 I just wanted to follow up on George's last question
 19 because I live on the corner of 19 Lake Road and 202.
 20 And in the last three days there have been about five
 21 large flatbeds with huge excavators, caterpillar. And
 22 so that's going on just to make everybody aware because
 23 I see it, it's around the corner, is you have about two
 24 or three local construction guys stopping all traffic
 25 on 202. Okay. And it takes a long time to -- these

1 things are huge. And so my concern is if any --
 2 anybody coming out of Far Hills Country Day with
 3 children. Let's say a child in the back seat, like,
 4 says something and a mother, like, you know, turned her
 5 head in the back, and then because that curve you
 6 didn't see anything and they hit that thing, they'd be
 7 decapitated. Okay. So my concern is who's controlling
 8 the traffic on 202? And my understanding is it's not a
 9 local issue, it's a state issue because that's a
 10 federal -- that's a federal highway. So I'm just
 11 trying to understand, you know, what's -- what the
 12 proper procedure is. And my understanding is state
 13 police should be there directing traffic. So going
 14 forward before anybody starts moving more heavy traffic
 15 -- I mean heavy equipment on there, somebody should,
 16 like, take control of the situation because we all
 17 don't want a death like that Karen Reilly mentioned
 18 that she experienced a couple years ago. So I'm just
 19 making the Board aware of it. I think somebody should
 20 -- you know, somebody should be -- whatever the proper
 21 protocol is on that because that's an accident waiting
 22 to happen. Okay.
 23 And then the next thing is there seems
 24 to be a lot of heavy equipment being put on that
 25 property, Errico Acres. And my understanding was

1 nothing has been finally approved. So are they tearing
 2 down trees, structures? Are there permits in place? I
 3 sent an email to Kim Coward and she says it has been
 4 approved for tree removal, but she didn't address the
 5 permit issue. Can anybody address that?
 6 MR. SORDILLO: Mayor, like I said, the
 7 project itself has been approved. It was approved last
 8 year. It's been over a year it's been approved by the
 9 Planning Board. As far as I'm aware, the only permit
 10 that's been issued so far is the tree clearing permit.
 11 And a lot of that does deal with the fact they can't
 12 get additional permits until the developer's agreement
 13 has been finalized and their final plat has been signed
 14 meaning they met all of the other conditions of
 15 approval subject to the Borough planner and Borough
 16 engineer's review. But that's my understanding. At
 17 this point the only permit that has been issued is the
 18 tree removal.
 19 MR. NEWMAN: So that's great. So they
 20 can start taking down trees tomorrow if they want to.
 21 They have a permit to do that?
 22 MR. SORDILLO: Yes.
 23 MR. NEWMAN: Okay. And then is my
 24 understanding is they have to stop, though, April 1st
 25 because of some type of migration issue?

1 MR. SORDILLO: Under the DEP permit,
2 there's a requirement that they can't remove certain
3 trees under -- between the time period of April 1st
4 through and September 30th.

5 MR. NEWMAN: All questions answered.
6 More importantly than anything, let's address the
7 traffic issue.

8 CHIEF DeCAROLIS: Mayor, can I?

9 MAYOR WELSH: Yeah, please.

10 MR. NEWMAN: Thank you.

11 CHIEF DeCAROLIS: We'd be more than
12 happy to work with the builders if they let us know
13 ahead of time that they're going to be delivering heavy
14 equipment. If they don't have the proper flagmen
15 present, we'd be more than happy to send an officer
16 just to assist with traffic.

17 MR. NEWMAN: Yeah. I just don't think
18 it should be a bunch of construction guys trying to
19 stop these huge things because they're blocking the
20 whole 202. We need, like, a police -- you know, you
21 need a police unit with sirens, you know, to get more
22 people's attention. All right. Thank you.

23 MAYOR WELSH: I appreciate that. Thank
24 you. Anybody else from the public want to speak?

25 MR. MAHONEY: Jonathan Mahoney, 5 Fox

1 Hunt Court. Chief, I'd like to say first thanks for
2 offering our taxpayer dollars to assist a developer.
3 That's really great. That's awesome. So thanks for
4 that.

5 CHIEF DeCAROLIS: You're welcome.

6 MR. MAHONEY: Second, this kind of goes
7 back towards the easements and back to a few comments
8 that you heard here. I understand you guys are going
9 to be voting tonight on this developer's agreement. I
10 understand that this thing is approved in the Planning
11 Board. Okay. But there's been some conversation about
12 stormwater and the sewage and the septic plant and all
13 this other stuff. Just that you know, their DEP
14 application was filed about 60 days before a cutoff
15 where the DEP is changing the regs on the rain counts
16 for the system. The system that's approved that you
17 guys are going to allow tonight, that you're going to
18 allow to move forward, if you put the new calculations
19 for the rainwater into that system for the moving
20 forward for the 100-year storms for the changing in the
21 climate that we're all seeing, you put those
22 calculations into this system, and it fails. So you
23 need to think very, very hard about what you're buying
24 here. You're buying a system that does not hold up for
25 the future. And a lot of you have said you're always

1 thinking about the future of the town and how
2 everything runs with the land and all this other stuff
3 that just seems to be lip service. But this is
4 serious. It's very serious.

5 There's no, "I want to return my car
6 because it's a lemon." You guys are going to allow a
7 system to be built that will fail according to the DEP.
8 And I understand there's nobody here from the DEP to
9 validate what I'm saying. But there are engineers
10 here. You have your own engineers. Right? Ferraro's
11 here. I'm sure that if you ask them if the system
12 holds up to the new standards which every other town in
13 the state is forcing developers to go by the new regs.
14 And I can tell by the look on your face, Mayor, that
15 you know that. We're the only town that's not doing
16 it. You guys need to reconsider what you're buying
17 here because you're buying a lemon. And it's going to
18 fail. And then who's responsible? Who's responsible
19 for all the flooding and all the property damage that
20 happens downstream? Because it's not just what happens
21 right there. Right? It just continues all downhill,
22 all downstream. Damage is going to be massive. So you
23 guys seriously need to think about what you're buying
24 here. Thank you.

25 MR. MELILLO: Anthony Melillo, Melillo

1 Equities. Just to address -- we could stay here all
2 night and address all the comments, but just
3 specifically to -- sir, what was your name?

4 MR. MAHONEY: John Mahoney.

5 MR. MELILLO: John Mahoney's. Yes, we
6 did submit 60 days earlier, but we thought it would be
7 prudent to actually develop the site that was based on
8 the new regs. So if you took a look at the site -- and
9 I'm sure Mr. Mullen can attest -- it's actually based
10 on the new regs, even though we didn't actually have
11 to. So they're not buying a lemon. This was done
12 based on the best regs as of today. Thank you.

13 MAYOR WELSH: Thank you. Anybody else
14 from the public have a comment they'd like to share?
15 There's no other comments, could I get a motion to
16 close public comment?

17 COUNCILWOMAN TWEEDIE: So moved.

18 COUNCIL PRESIDENT CHIMENTI: Second.

19 MAYOR WELSH: All those in favor?

20 [All responded "aye."]

21 MAYOR WELSH: Can I have a motion of
22 approval of the easements?

23 COUNCILWOMAN TWEEDIE: So moved.

24 MAYOR WELSH: Can I have a second?

25 COUNCIL PRESIDENT CHIMENTI: Second.

1 MR. SORDILLO: Mayor, that's a motion to
2 adopt Ordinance 2023-02.
3 COUNCILWOMAN TWEEDIE: Yes. Sorry.
4 MAYOR WELSH: Yes. Correct.
5 MR. SORDILLO: Just wanted to clarify.
6 MAYOR WELSH: Correct. Thank you.
7 Dorothy, roll call.
8 MS. HICKS: Councilman Carty?
9 COUNCILMAN CARTY: Yes.
10 MS. HICKS: Council President Chimenti?
11 COUNCIL PRESIDENT CHIMENTI: Yes.
12 MS. HICKS: Councilman Cocoziello?
13 COUNCILMAN COCOZIELLO: Yes.
14 MS. HICKS: Councilman Karner?
15 COUNCILMAN KARNER: Yes.
16 MS. HICKS: Councilman Rinzler?
17 COUNCILMAN RINZLER: Abstain.
18 MS. HICKS: Councilwoman Tweedie?
19 COUNCILWOMAN TWEEDIE: Yes.
20 MS. HICKS: Thank you.
21 MAYOR WELSH: Okay. We're going to move
22 on to new business. It's an introduction to ordinance
23 2023-03. An ordinance approving \$60,000 for Demun
24 Place and Dumont Road improvements. Peter Cocoziello
25 was alluding to this earlier this evening. There is --

1 and we've been working on this for years. It's
2 actually through NJDOT. We received a grant for the
3 repaving of these roads. And this is the engineering
4 fees and so forth associated with that project which we
5 will be looking to bid before the end of the year. So
6 we need to keep things moving along so we can have this
7 in the cycle and gain, you know, the grant monies for
8 these projects. Are there any questions from the
9 Council regarding this introduction? Okay. I guess I
10 would ask at this point if we can have a motion to
11 introduce the ordinance 23-03.
12 COUNCILMAN KARNER: Mayor, I'll make a
13 motion introduce ordinance 2023-03.
14 COUNCIL PRESIDENT CHIMENTI: Second.
15 MAYOR WELSH: Roll call.
16 MS. HICKS: Councilman Carty?
17 COUNCILMAN CARTY: Yes.
18 MS. HICKS: Council President Chimenti?
19 COUNCIL PRESIDENT CHIMENTI: Yes.
20 MS. HICKS: Councilman Cocoziello?
21 COUNCILMAN COCOZIELLO: Yes.
22 MS. HICKS: Councilman Karner?
23 COUNCILMAN KARNER: Yes.
24 MS. HICKS: Councilman Rinzler?
25 COUNCILMAN RINZLER: Yes.

1 MS. HICKS: Councilwoman Tweedie?
2 COUNCILWOMAN TWEEDIE: Yes.
3 MAYOR WELSH: Okay. We're going to move
4 on to resolution 23-060, authorization of developer's
5 agreement, Pulty Homes of NJ, LP. Joe, if you wouldn't
6 mind.
7 MR. SORDILLO: Thank you, Mayor. Some
8 of what I was going to say is actually already kind of
9 was brought up during some of the public comments so
10 far heard, but just wanted to give a little background
11 on, you know, where this came from and, you know, some
12 of the other auxiliary actions currently pending. As
13 some of the members of the public might be aware who
14 were here on Wednesday when we had the special meeting
15 to enter into executive session, we had a couple
16 motions pending against the Borough currently to
17 enforce litigant's rights in our affordable housing
18 trust -- excuse me. Compliance litigation. Those
19 motions are alleging that based upon the Borough's
20 failure to move timely on some of its compliance review
21 that we're in violation of the settlement agreement
22 with Fair Share Housing. Our Judgment of Repose, that
23 is the -- just so everyone's aware -- that's the
24 judgement that give us builder's remedy protections.
25 Currently we have a conditional JOR. There's a number

1 of conditions that are still outstanding. And
2 actually, the last condition that is still outstanding
3 with that item is the entrance of the developer's
4 agreement for this project. It has to include certain
5 phasing requirements agreed upon by Fair Share which
6 has been agreed upon and has been determined.
7 The motions were filed by Melillo
8 Equities as well as Fair Share Housing Center. And
9 what they're seeking is an order requiring the
10 municipality to move forward with its compliance
11 including signing a developer's agreement as well as
12 removal of our builder's remedy immunities. And Fair
13 Share has gone also further to request that the bonus
14 credits for the project be taken away meaning that --
15 just so, once again, not everyone might have been and
16 the public might have been here throughout the whole
17 process. As part of the affordable housing compliance,
18 when you have certain forms of development meaning
19 family rental units, you can be awarded credits, rental
20 credits towards your overall obligation. Meaning if
21 you have to have -- and I'm just going to throw simple
22 numbers out -- a 50-unit obligation and you build, you
23 know, 35 units actual -- and provide for the
24 development of 35 rental units, you can get 15
25 builder's credits meaning you don't actually have to

1 build those 15 units, you just get credit for those
 2 towards your obligation. It's important because it
 3 keeps the overall construction down. And that's what
 4 the -- just to -- I wanted to explain what those are so
 5 you understand what they're asking to remove as part of
 6 this project. So they're seeking -- in this project,
 7 we have 14 affordable housing bonus credits for the
 8 Errico Acres site. So if we failed or were found in
 9 violation based upon these motions, that we are at risk
 10 of losing those 14 bonus credits which we now would
 11 have to come up with some type of development for
 12 actual brick-and-mortar construction of those units.

13 That's what's currently is facing the
 14 Borough. In connection with that, we've had a number
 15 of mediations with the court special master which
 16 happens to be the judge who was ruling on our
 17 affordable housing compliance, Judge Miller. And he's
 18 been meeting with this to try to keep it away from
 19 being heard by the court to see if we can resolve it,
 20 especially given the fact that the Borough has been
 21 moving forward, has been in the process of negotiating
 22 a developer's agreement for some time. We had these
 23 easements in place and actually introduced an ordinance
 24 at a prior meeting. We just hadn't moved forward with
 25 adoption at the time. And so was trying to come to --

1 and help the parties come to a mutual agreement. Since
 2 that time and through the remediation, we have been
 3 able to enter into -- or excuse me. Have been able to
 4 negotiate a developer's agreement that's in a form that
 5 I would recommend to the Borough Council. There may be
 6 a few minor things that needs to be, you know, tweaked
 7 before final signature tomorrow, just cleanup items,
 8 but I think it's in a form that I would recommend
 9 moving forward with. It has all the protections that
 10 the Borough needs. It addresses all of the conditions
 11 and requirements of the Planning Board. As I stated
 12 earlier, it does include all the provisions relating to
 13 the septic on-site treatment facility. The maintenance
 14 of that moving forward talks about requirements with
 15 regard to the homeowners association including the age
 16 restriction. And I'm not sure if I mentioned this
 17 earlier, but as well as a deed restriction for the
 18 on-site treatment plant. There's also -- they agreed
 19 to place a deed restriction in addition to the other
 20 documents. There's going to be a number of documents
 21 being recorded that identifies the age restriction, but
 22 there's going to be separate deed restriction placing
 23 that age restriction on the market rate townhomes as
 24 well. So it's very clear that those just can't simply
 25 be lifted at a later date. Those would be in

1 perpetuity age restriction which is something that was
 2 very beneficial to the Borough in what was, you know,
 3 part of the negotiation in the original development of
 4 the site.

5 So with of all those terms, that is
 6 what's being presented to the Council this evening with
 7 regard to this developer's agreement. This is -- a
 8 developer's agreement is a very common document. And
 9 it's very usually a lot more simplified in most
 10 developments. The idea of a developer's agreement is
 11 to make sure that the developer complies with all of
 12 the requirements of the approval, the planning board or
 13 zoning board approval and the resolution, but also to
 14 set forth certain performance guarantees and
 15 maintenance guarantees for, you know, any public
 16 improvements that are also included. While this
 17 agreement handles all that, it's much more involved
 18 because this is a much more complicated development.
 19 And especially specifically for the Borough being such
 20 an important development in the Borough, being such a
 21 meaningful impact to the Borough, that this has a lot
 22 more terms and needed to be -- have a lot more terms to
 23 be able to cover and protect the Borough making sure
 24 that this development was done as was intended and is
 25 required my law. So that is what is currently before

1 the Borough Council this evening under resolution
 2 23-060. And I'm happy to answer any questions.

3 MAYOR WELSH: Does anybody from the --

4 COUNCILMAN CARTY: Yeah, two things.

5 Joe, the lawsuit goes away?

6 MR. SORDILLO: Well, yeah, that's part
 7 of it. As the Mayor mentioned earlier, the Melillo
 8 Equities and Pulty had come to an agreement with the
 9 Borough that they're willing to work with the Borough,
 10 remove the payments, amend the affordable housing
 11 agreement, which is a separate agreement from the
 12 developer's agreement. Those are two separate, two
 13 different types of paths. Those are two different
 14 functions. They're agreeing to -- if the Borough does
 15 move forward adopting the developer's agreement moving
 16 forward with the easements which the Borough has
 17 already done this evening and moving forward with the
 18 final compliance and signing the plans as I identified
 19 previously as part of the compliance review, that the
 20 developer, Melillo Equities and Pulty, had agreed that
 21 they will amend that affordable housing agreement to
 22 amend all payments required by the Borough. They would
 23 dismiss the litigation. So that goes away. And all
 24 that risk and liability will go with it that I
 25 mentioned earlier in my words that I was just speaking.

1 And that would then put us back on track with regard to
2 the court regarding our final JOR because this
3 document, the developer's agreement, once it's signed,
4 it satisfies the last condition of the JOR. So now we
5 will have an unconditional JOR to be, you know, entered
6 into the court and have our builder's remedy immunity
7 finalized.

8 COUNCILMAN CARTY: So the answer's yes?

9 MR. SORDILLO: Yes.

10 COUNCILMAN CARTY: Number two, will it
11 always be age restricted? Is that something that could
12 ever be taken away?

13 MR. SORDILLO: Not without Borough
14 approval and without state approval. It would have to
15 come down to be some type of, you know, a lot of moving
16 parts to have that happen. But it would be -- it's
17 going to be a deed restriction not just something
18 that's, you know, in their homeowners association
19 documents. So that gives us that extra protection.

20 And they agreed to that in the developer's agreement.

21 COUNCILMAN CARTY: What is it? 50, 55
22 number? What is it?

23 MR. SORDILLO: 55.

24 COUNCILMAN CARTY: That's all I have.

25 COUNCILMAN KARNER: I have a question.

1 Joe, with regard to developer's agreement, you said
2 that the affordable housing agreement has nothing to do
3 with that. So there would be no terminology of the
4 affordable housing agreement in the developer's
5 agreement?

6 MR. SORDILLO: Let me clarify. There is
7 -- the developer's agreement deals with the development
8 and the required development of the site based on the
9 Planning Board. So part of that development is the
10 development of the affordable housing units. So there
11 is some overlap. My intention or what I was trying to
12 clarify is that these are two separate agreements, two
13 separate purposes. You know, one is to set -- when we
14 entered into back in 2018, to set forth requirements of
15 the Borough to put the zoning in place, requirement to,
16 you know, hear the applications when the zoning's in
17 place, financial requirements that now have since going
18 to be changed, but there was a lot in that, you know,
19 because that agreement was designed to be at the very
20 beginning of the process. The developer's agreement is
21 actually at the end of the process. That is saying,
22 all right, you have all your approvals, now this is
23 what you have to build and these are the guarantees
24 you're giving the Borough that you're going to build it
25 the way you said you're going to build it. So there

1 are some overlaps in terms and requirements including
2 such, like, the phasing of affordable housing
3 development itself. The actual phasing of the
4 construction, that's, you know, going to have to be
5 addressed in both, or it's somewhat addressed in the
6 existing, but will be addressed in any future amendment
7 to really clarify that. But the intent of the
8 affordable housing agreement is to ultimately govern
9 how that affordable housing development and the units
10 themselves will be maintained. There will be deed
11 restrictions in all of those terms. The developer's
12 agreement is -- the intention is to govern how that
13 property gets developed, constructed, and make sure
14 it's compliant with the approvals.

15 COUNCILMAN KARNER: Thank you.

16 COUNCILMAN RINZLER: Joe? Is Mr. Miller
17 aware that the developer's agreement has been -- sorry.
18 The affordable housing agreement, the dollar figure's
19 been taken out?

20 MR. SORDILLO: No. That's not part of
21 the motions before the court. That's a separate issue
22 that hasn't been raised to the court at this time. It
23 has been in our mediations identified that those were
24 ongoing negotiations, but that wasn't the focus of what
25 these motions are and what the mediation was. It was

1 -- he was advised to it so he could be fully informed,
2 but it wasn't really the focus of what we were trying
3 to get accomplished.

4 COUNCILMAN CARTY: The only thing I
5 would say is that the only thing that makes it tough on
6 me is we want as George mentioned, Doc, mentioned we
7 want to be transparent. And we've said that a thousand
8 times. And things are really moving quickly. And I
9 wish we had the luxury of being more transparent
10 because -- and I sympathize and I get you, but, you
11 know, things change so quick. And we promised we'd get
12 it in front of everybody, but we can only do what we
13 can do. Things change so quick. From my
14 understanding, the Mayor's been working on this for
15 months. And we wanted to, but it's out of our hands.
16 You know, we're taking Far Hills from, what, 911
17 people, we're going to add 300 people to our -- similar
18 to what happened when the Polo Club came in 30 years
19 ago. And, you know, we all love Far Hills. There's no
20 doubt about it. We're trying to make the best of a bad
21 situation, but I think we have a great partner with the
22 Melillo's. They've done a great job for us. I know,
23 you know, it may come across whatever wrong, but
24 they're the right people to go into business with. If
25 we have to go with someone, those are the people I

1 would choose to go bat with because they've done a
2 great job cleaning up 202 as we see it. And, you know,
3 this is something that's being forced on us. Nobody
4 wants this. That's my opinion. I can't speak for
5 everybody. But this is what Fair Share is telling us
6 we have to do. But if we have to, I'm happy to go work
7 with the Melillo's as always.

8 MAYOR WELSH: Mr. Banisch, do you have
9 anything you'd like to add in regards to what's in
10 front of us here tonight? Mr. Banisch is our town
11 planner.

12 MR. BANISCH: Well, I think all the hard
13 work that the Borough's done literally for years to get
14 to a point where you had a settlement agreement, you
15 had your affordable housing obligations worked out,
16 approved by the court, to get to a point now where
17 there were an impasse over terms that were difficult
18 for the Borough to accept, and to finally clear those
19 terms as being any kind of a concern to the Borough,
20 any kind of hindrance from moving forward and
21 implementing your plan as it was approved by the court,
22 I think is -- I think it's a -- I think it's a big
23 successful win for you.

24 Some of the Council members have
25 mentioned it, but you're at a point right now where if

1 you can honor the modified terms that you explained to
2 the public in your opening remarks, Mayor, the Borough
3 will avoid that litigation. It will avoid potential
4 for additional builder's remedy lawsuits at least as
5 pertains to this period now until July 1, 2025. You'll
6 remain protected. Where as, I think if you got off
7 track and you found yourself in court having to defend
8 yourself with this litigation, the outcome would be
9 unknown, is unknown to you, and it's a risk that I
10 think the Borough doesn't want to run. You know,
11 you've tried to carefully manage any growth that occurs
12 in the municipality. And builder's remedy lawsuits
13 have a way of transforming communities simply by virtue
14 of the magnitude that the courts approve. So...

15 COUNCILMAN CARTY: And it saves us
16 \$7 million. It saves us \$7 million.

17 MR. BANISCH: Saves you 7 million, keeps
18 you out of court. And right now you know --

19 COUNCILMAN CARTY: From the previous we
20 had a \$7 million deal, and they were kind enough to
21 work with us which is great. Work with us means they
22 took it off the table. That's a lot. It's a big ask.

23 MAYOR WELSH: Special Counsel Mr.
24 Baumann, would you mind saying a few words?

25 MR. BAUMANN: Thank you, Mayor, Council.

1 Joe Baumann, McManimon Scotland & Baumann. So a month
2 ago perhaps the Mayor contacted me and asked me to sort
3 of be the third or fourth maybe fifth pair of eyes to
4 take a look at the transactions that have occurred over
5 eight years now. So going back to 2015 when this
6 process began. I think it's always important when you
7 get to this moment in time that you remember how you
8 got here and what happened before you before for me
9 sort of parachuting in at the last minute to take a
10 look at it for you, three things sort of jump out
11 clearly to me. One was care, one was diligence, and
12 one was openness. I've heard the comments by four
13 people maybe five at the meetings I've been, not many,
14 that perhaps that didn't occur. But if you spend a
15 little time just walking through the history which I'm
16 sure some of you prefer to forget -- and we'll go back
17 to 2015 -- and look at the minutes of the -- some years
18 literally every meeting you discussed affordable
19 housing.

20 The Planning Board met ten times, I
21 think, ten times to consider and evaluate this
22 proposal. That's a lot of meetings over the course of
23 almost an entire year. There was no doubt every stone
24 was unturned, every piece of grass was measured, every
25 legal issue was discussed. Now, people may not prefer

1 the result, but there's no doubt in my mind that they
2 were heard. Maybe they weren't agreed with. There's a
3 difference between listening to and agreeing with. And
4 the Planning Board ultimately concluded that this
5 project made sense. 10 meetings. Together you, I
6 think, have taken almost a dozen or more public actions
7 from the beginning to the end. Again, I think there
8 might have been 40 meetings over the course of the last
9 just five years where this Governing Body has
10 discussed, thought about, concluded all within your
11 limited scope. You're not the Planning Board. You
12 don't get to approve this project tonight. It's
13 approved. All you get to do today is decide about what
14 the developer's agreement.

15 So to suggest that you weren't careful,
16 diligent, thoughtful, and transparent is just wrong.
17 If you spent a little time walking through the history,
18 reading the minutes, and listening, again, perhaps you
19 didn't agree with everything you heard, but you
20 certainly listened and tried to accommodate.

21 You have a constitutional obligation to
22 provide affordable housing. That's not necessarily a
23 bad thing. Families will be able to live in this town
24 who can't otherwise afford to. Families will be able
25 to live in New Jersey that can't otherwise afford to.

1 Whatever the view of that is, at end of the day, that's
 2 not necessarily a bad thing. And the price of that is
 3 an inclusionary housing is market rate. Affordable
 4 housing without free land, substantial financial
 5 contributions from the municipality, and significant
 6 credits, tax credits or otherwise, doesn't happen
 7 without a market rate project with it. The numbers,
 8 the percentages can be as low as under 15 percent.
 9 You're at 22 percent. That is absolutely the high end
 10 of the percentages of affordable housing you could hope
 11 to get in an inclusive project. You succeeded.

12 To the extent that the payments -- the
 13 Borough payments that were to be made were
 14 controversial or sort of out of line with what's
 15 market, the Mayor, Council President, this entire
 16 governing body dug their heels in. And you had a
 17 willing corporate citizen who's prepared to give up a
 18 substantial sum of money to allow this project to move
 19 forward. That was not an easy ask. And that was not
 20 an easy give. And you came together. So what you have
 21 now today in front of you is no Borough payments.
 22 Right. No Borough payments. They're paying you the
 23 400,000 bucks. Right. You're going to get age
 24 restriction that at the time you were going to pay
 25 money for it and now you're getting it for free. That

1 was important to you at the time because you wanted to
 2 limit the impact on the schools of school children.
 3 You negotiated hard for that in exchange for a payment.
 4 Now the payment is no longer going to have to be made.

5 So as I sit here and listen and pay
 6 attention -- and I was more than prepared to be
 7 critical of the process. I was more prepared to point
 8 out -- and we did. We had conversations about the
 9 Borough payment. And Mayor, you and I worked closely
 10 through that process. When you get to the end result
 11 which is what we're at today, a fully approved project
 12 consistent with your affordable housing obligations,
 13 your constitutional obligation to provide affordable
 14 housing blessed by the court, Special Master, the Fair
 15 Share Housing, and the counterparties. Now in front of
 16 you is what is primarily an administrative act of
 17 forming a developer's agreement. That's what you're
 18 faced with today. And the choice is approve that
 19 agreement or find yourself back in the morass of court,
 20 back at risk for immunity. For me, the recommendation
 21 to you as I put in my written memo -- as someone asked
 22 if I would do -- is very simple; I recommend strongly
 23 that you approve this developer's agreement. I
 24 recommend wholeheartedly without reservation that you
 25 approve this developer's agreement. It is going to

1 allow you to continue to provide affordable housing
 2 which will absolutely have an impact on the town.
 3 There's no doubt about it. Fair and assistance. Can't
 4 be denied.

5 But the Otteau report will show and when
 6 it's unveiled to the public it will demonstrate that
 7 the net -- this will not only have -- it will have a
 8 net benefit. And what I mean by that is the revenues,
 9 the taxes paid from this development will more than
 10 upset amidst the costs it will provide. So those
 11 taxpayers will pay more in taxes than they demand in
 12 services. Net benefit for the other taxpayers
 13 throughout the town, this will be a net financial
 14 benefit. It will meet your constitutional obligations.
 15 It will avoid the builder's remedy lawsuits that you
 16 will be looking forward in the future. And you've
 17 spent eight years, countless meetings, countless
 18 official meetings, Planning Board and otherwise,
 19 turning over every stone, carefully, thoughtfully,
 20 diligently considering this. Now, again, I've been at
 21 three meetings now. Four or five people may disagree,
 22 but I suspect that most of the town who is not here
 23 would agree with me. You should complete the process.
 24 I recommend you complete the process tonight. Approve
 25 the developer's agreement. Not only reluctantly, but I

1 think you should embrace the job you did after eight
 2 years of hard work of this Governing Body, Mayor,
 3 Council President, council members, professional team,
 4 private partners. This is something that at the end of
 5 the day I believe you will ultimately celebrate.

6 MAYOR WELSH: Thank you. Anybody on the
 7 Council have any questions?

8 COUNCILMAN KARNER: Thank you, Counsel.

9 COUNCIL PRESIDENT CHIMENTI: Thank you.

10 MAYOR WELSH: No questions? Do I have a
 11 motion to move resolution 23-060 approving and
 12 authorizing the developer's agreement?

13 COUNCILWOMAN TWEEDIE: So moved.

14 COUNCIL PRESIDENT CHIMENTI: Second.

15 MAYOR WELSH: Roll call.

16 MS. HICKS: Councilman Carty?

17 COUNCILMAN CARTY: Yes.

18 MS. HICKS: Council President Chimenti?

19 COUNCIL PRESIDENT CHIMENTI: Yes.

20 MS. HICKS: Councilman Cocozello?

21 COUNCILMAN COCOZIELLO: I'd like to make
 22 just a quick statement. And you know, just so that
 23 we're all on the same page by way of background. And I
 24 entirely agree with some of the statements
 25 that Joe made. This is a very difficult situation to

1 be in. This is a fully approved project that was
 2 approved by the Planning Board over a year and a half
 3 ago. And we've been analyzing this thing many ways and
 4 then come to the conclusion that whether you like it or
 5 not, this Governing Body cannot change that approval.
 6 And the only thing that we can do is make sure that the
 7 values that we as members of this community are upheld
 8 and we protect the physical responsibility that this
 9 community has always prided itself on for many decades.
 10 And at this moment in time, I feel that we're faced
 11 with a decision to move forward with something that,
 12 you know, we might not like it, we might like it ten
 13 years, you know, we could look back on it and who knows
 14 what we'll think, but the result is that we're making
 15 the best decision today with the information that we
 16 are given.

17 And I'd like to thank, first of all, the
 18 members of the public for coming out endlessly and
 19 talking about this because without them maybe we
 20 wouldn't arrive at this conclusion. And of all our
 21 professionals, Mr. Otteau, Mr. Baumann, Mr. Sordillo,
 22 and all the members of the council, Mr. Banish, and Mr.
 23 Ferraro for really working through all these details at
 24 the last minute and really trying to find the solution
 25 that's in the best interest of the taxpayers of our

1 community. And I feel that with all the conditions the
 2 mayor laid out at the beginning of this meeting, that
 3 we're in the best possible position that we're going to
 4 be in. So I'm voting in favor of this.

5 MS. HICKS: Councilman Karner?

6 COUNCILMAN KARNER: I kind of agree with
 7 -- I do agree with Councilman Coccoziello. I think this
 8 council has worked very hard. And Mayor and Council
 9 have worked very hard in this decision. And I think
 10 the developers have been very congenial here in the
 11 end. I appreciate that. And based on the whole
 12 council and the town. And I'm going to vote yes.

13 MS. HICKS: Councilman Rinzler?

14 COUNCILMAN RINZLER: I respect the
 15 obligations that we have to support affordable housing.
 16 We've been getting a lot of advice from our
 17 professionals and our attorneys. And we spent many,
 18 many hundreds of hours reviewing information and having
 19 discussions on this. And at the end of the day and
 20 listening to everyone and understanding the deadlines,
 21 I feel in order to vote I have to vote with what's in
 22 my heart. And I vote no.

23 MS. HICKS: And Councilwoman Tweedie?

24 COUNCILWOMAN TWEEDIE: Yes.

25 MAYOR WELSH: We're going to move on to

1 consent agenda. Consent agenda. The items listed
 2 within the consent agenda portion of the meeting have
 3 been referred to the Borough Council for reading and
 4 study, a copy placed on the table in the meeting room,
 5 and is considered routine and will be enacted with one
 6 motion the Borough Council with no separate decision.
 7 If separate discussion is required, the items may be
 8 removed from the agenda by the Borough Council action
 9 and be placed on the regular agenda under new business.
 10 For resolution 23-061, accepting resignation of a
 11 police officer. We have resolution 23-062,
 12 authorization contribution to Raritan Headwaters
 13 Association via Clean Communities Grant. We have
 14 resolution 23-063, payment of Bill List in the amount
 15 of \$59,784.15.

16 COUNCILMAN KARNER: Mayor, I'll make a
 17 motion to move resolution -- resolutions 23-061 through
 18 23-063.

19 MAYOR WELSH: Have a second?

20 COUNCIL PRESIDENT CHIMENTI: Second.

21 MAYOR WELSH: Roll call.

22 MR. SORDILLO: Mayor, could I just -- I
 23 just want to clarify for the record. On this I do it
 24 every year on the donation. Because the municipality's
 25 not allowed to expend -- especially because of new

1 council members. The municipality's not allowed by New
 2 Jersey Constitution to expend taxpayers' money towards
 3 any nonprofit-type of organization or donation-type
 4 situation. So this actually isn't taxpayers' money.
 5 This is grants that the Borough receives that we're
 6 actually just acting basically as a through. But every
 7 year we adopt this resolution, every year I just want
 8 to make sure the record's clear that this is not
 9 taxpayer fund, this is just grant monies that we
 10 received that is going to the Raritan headquarters.

11 COUNCIL PRESIDENT CHIMENTI: And the
 12 amount is 5 --

13 MR. SORDILLO: \$500.

14 MS. HICKS: For their cleanup that's
 15 going to be April 15th. Roll call then?

16 MAYOR WELSH: Yes. Roll call, please.

17 MS. HICKS: Councilman Carty?

18 COUNCILMAN CARTY: Yes.

19 MS. HICKS: Council President Chimenti?

20 COUNCIL PRESIDENT CHIMENTI: Yes.

21 MS. HICKS: Councilman Coccoziello?

22 COUNCILMAN COCOZIELLO: Yes.

23 MS. HICKS: Councilman Karner?

24 COUNCILMAN KARNER: Yes.

25 MS. HICKS: Councilman Rinzler?

1 COUNCILMAN RINZLER: Yes.
 2 MS. HICKS: Councilwoman Tweedie?
 3 COUNCILWOMAN TWEEDIE: Yes.
 4 MAYOR WELSH: I'm going to move on to
 5 the public comment section. The Mayor and Council
 6 welcome comments from any member of the public to help
 7 facilitate an orderly meeting and permit the
 8 opportunity for anyone who wishes to be heard.
 9 Speakers should limit their comments to five minutes.
 10 Can I get a motion to open the public portion?
 11 COUNCILMAN KARNER: I make a motion to
 12 open up the public comment.
 13 MAYOR WELSH: Have a second.
 14 COUNCIL PRESIDENT CHIMENTI: Second.
 15 MAYOR WELSH: All those in favor.
 16 [All responded "aye."]
 17 MAYOR WELSH: Come up.
 18 MS. DUFFY: I would be remiss if I
 19 didn't point out that the 6.9 million that was taken
 20 back or however you want to make this sound like a
 21 gift, should never have been done to begin with. And
 22 anybody knows that, truly knows that. So the tone
 23 should be it's great. This has been -- you know,
 24 there's remedy here, but to start by saying how
 25 gracious and wonderful, it shouldn't have happened to

1 begin with. And you don't need to agree with me
 2 because all of you look like Stepford wives. That's
 3 not the point. The point is it shouldn't have
 4 happened. And you know that.
 5 MAYOR WELSH: Anyone else from the
 6 public like to approach? Please step forward.
 7 MR. MELLENDICK: George Mellendick, Lake
 8 Road. There's been a lot of discussion throughout
 9 these hearings. And there has been a lot of discussion
 10 at meetings about this. The Planning Board meets about
 11 once a month and almost every month. When the meeting
 12 occurs this is discussed. There's no doubt about it.
 13 There's been this metaphor of buying and selling and
 14 lemons. One of the things I'm still very unclear
 15 about, getting back to purchase and sales agreement, is
 16 what price point -- because the price point in these
 17 discussions over the years has been all over the place.
 18 So what is the price point of these units?
 19 MAYOR WELSH: So I could speak to that
 20 if you'd like. You're going to see this tomorrow when
 21 you read the Otteau report. You're looking at
 22 1.25 million to 1.5 million per unit.
 23 MR. MELLENDICK: And that's what you're
 24 committed to for these units?
 25 MAYOR WELSH: That's what the Otteau

1 report during their investigation --
 2 MR. MELLENDICK: I'm not understanding
 3 this. So you're saying 1.250 and you both are shaking
 4 your head no. So I'm not understanding.
 5 MAYOR WELSH: They didn't say no. They
 6 didn't they're committed. That's what the report shows
 7 from Otteau. That's what they feel the fair value is
 8 for that property.
 9 MR. MELLENDICK: When you both
 10 presented, you talked about a price point for these
 11 units. And initially that was around a million. And
 12 at some points it went above that. And then it kind of
 13 fluctuated. And at some of the meetings numbers in the
 14 8s were mentioned. So I'm wondering what it actually
 15 is. When you build a unit -- again, I'm not a builder,
 16 but I am a buyer. And when you go into a property you
 17 have a sense is this a half million dollar place or is
 18 this a million dollar place or is it 1.5 in ballpark
 19 terms. So when you build it, the plans are as, I said
 20 at the meeting when these were presented very, very
 21 nonspecific. They look like cardboard boxes. There
 22 was no details or anything given as to their -- as to
 23 the contents or how they were built. So what -- when
 24 you build them, surely you have to have some kind of
 25 target price mark -- some market that you're going for.

1 The way you build a \$250,000 house is not the way you
 2 build a \$2 million home. That's kind of what I'm
 3 saying. So when you put it altogether, what are you
 4 going after? What's the number for the market value?
 5 What market are you going for? That's all I'm asking.
 6 MR. ANTHONY MELILLO: I think that was
 7 given in the Planning Board meeting. I think Pulty
 8 attested to a number that they felt was conservative
 9 but that they felt was the market at the time.
 10 MR. MELLENDICK: And what was that
 11 number?
 12 MR. ANTHONY MELILLO: I think they gave
 13 8s into the 9s.
 14 MR. MULLEN: 8 to 900. But again, it be
 15 market driven and whatever the public is going to pay.
 16 MR. SORDILLO: Mayor, if I may, this is
 17 kind of a side discussion. During public comment
 18 everything should be going through the Mayor as the
 19 Chairman of the public -- of the meeting. So I think
 20 any questions should be asked of the mayor. If the
 21 mayor can't ask, you can ask the professional.
 22 MAYOR WELSH: Let me just clarify. The
 23 report says 1.25 to 1.5. That's what the report says.
 24 You haven't seen it yet. That's what the report says.
 25 It's always been communicated by Melillo that we're in

1 the 850, 900 range. Markets have changed significantly
2 over the last few years. And I think that's, you know,
3 going to stand.

4 MR. MELLENDICK: See, that's the part
5 that doesn't make any sense to me because those are two
6 very different markets, those are two very different
7 developments, 800 versus, say, 1.2. They just are. So
8 that makes no sense to me whatever. And Otteau doesn't
9 have -- he's not pulling the number out of a hat. He
10 has to be basing that on information he's given from
11 someone; right?

12 MAYOR WELSH: It's from the market.

13 MS. CHIMENTI: Comparable market units.

14 MAYOR WELSH: Anyone else from the
15 public have a comment they'd like to share?

16 MR. CHIMENTI: Jim Chimenti, Lake Road.
17 Mr. Mayor, in November of last year the clear majority
18 of the citizens of Far Hills put their trust in you to
19 lead this town. You've been on the job for little over
20 two months. And in that time you've navigated through
21 this. You've steered us clear of lawsuits. You've
22 kept us away from the ire of the Fair Housing board and
23 judges. And you managed to take away a payment that up
24 until five minutes ago apparently was a very big thing,
25 now all of a sudden it's not a big thing anymore. I

1 just want to say I speak on behalf of people who don't
2 come to these meetings who put their trust in you who
3 are saying thank you. We appreciate the work that you
4 did. We're always going to be people who are going to
5 descend, but the majority of this town is going to
6 thank you for what you did. And you have validated
7 their trust. Thank you.

8 MAYOR WELSH: Thank you. I appreciate
9 that, Jim. Does anybody else like to share a public
10 comment?

11 COUNCILMAN RINZLER: Yes, I would.

12 MAYOR WELSH: Let me close the meeting
13 from -- first. Let's close the meeting --

14 COUNCILMAN KARNER: If there's no more
15 public comment, I'd like to close the public comment
16 session.

17 MAYOR WELSH: Second?

18 COUNCIL PRESIDENT CHIMENTI: Second.

19 MAYOR WELSH: All in favor?

20 [All responded "aye."]

21 MAYOR WELSH: Rick, you have something
22 you'd like to share?

23 COUNCILMAN RINZLER: Yes. I just wanted
24 to add to the previous comment. I can assure you that
25 every single person sitting behind this desk has spent

1 hours, hours, hundreds of hours, days of discussions
2 and reading stuff. So however this vote came out
3 tonight, you can rest assure that everyone played a
4 role. Everyone played a role in this. All of us.
5 There was incredibly lively debate. And everyone had
6 -- everyone as the saying goes had skin in the game.
7 So this was --

8 MAYOR WELSH: It was a team effort.

9 MR. RINZLER: However it works, that's
10 the way it is.

11 COUNCILMAN KARNER: Phone calls at wee
12 hours of the night, first thing in the morning. Quite
13 a bit of them.

14 MAYOR WELSH: I hate to say this. This
15 is often what I did at the last thing before I went to
16 bed and the first thing I did when I woke up. But
17 we're here. We're in a much better position. Thank
18 you to all the Council members and all the
19 professionals that were on board. And thank you to
20 Anthony for working so diligently with us as a good
21 partner and seeing this through to the end. I thank
22 everybody for that.

23 COUNCILMAN KARNER: Thank you, Mayor.

24 COUNCIL PRESIDENT CHIMENTI: Thank you.

25 MAYOR WELSH: At this time I'm going to

1 close the regular meeting. We're going to go into
2 executive session.

3 COUNCILMAN KARNER: I'll make a motion
4 move out of regular session and into executive session.

5 COUNCILWOMAN TWEEDIE: I'll second that.

6 MAYOR WALSH: All those in favor?

7 [All replied "aye".]

8 MAYOR KARNER: Have a good night.

9
10 [The matter is adjourned at 8:50 p.m.]

1 CERTIFICATE

2

3 CARMEN WOLFE, a Certified Shorthand Reporter and
4 Notary Public of the State of New Jersey hereby certify
5 the foregoing to be a true and accurate transcript of
6 the proceedings as taken stenographically by me on the
7 date and place hereinbefore set forth.

8

9

10

11

CARMEN WOLFE
CERTIFIED SHORTHAND REPORTER

12

13

14

15 Dated: March 23, 2023
License No. 30X100192200
16 My Commission expires:
November 10, 2026

17

18

19

20

21

22

23

24

25

\$	27th [1] - 17:7	10:24, 14:2, 14:17, 34:3, 35:23, 44:23, 44:24	advised [1] - 40:1	ALSO [1] - 1:15
\$250,000 [1] - 56:1	3	absolutely [3] - 6:23, 45:9, 47:2	advising [1] - 21:10	altering [1] - 18:23
\$500 [1] - 52:13	30 [1] - 40:18	abstain [1] - 29:17	affect [2] - 17:7, 17:9	altogether [1] - 56:3
\$59,784.15 [1] - 51:15	300 [3] - 8:6, 8:7, 40:17	acceleration [1] - 10:16	afford [2] - 44:24, 44:25	amend [4] - 16:4, 36:10, 36:21, 36:22
\$60,000 [1] - 29:23	30th [1] - 25:4	accept [1] - 41:18	affordable [28] - 2:11, 4:9, 4:10, 4:13, 4:14, 17:8, 31:17, 32:17, 33:7, 33:17, 36:10, 36:21, 38:2, 38:4, 38:10, 39:2, 39:8, 39:9, 39:18, 41:15, 43:18, 44:22, 45:3, 45:10, 46:12, 46:13, 47:1, 50:15	amendment [1] - 39:6
0	30X100192200 [1] - 61:15	acceptance [2] - 2:4, 16:25	age [6] - 34:15, 34:21, 34:23, 35:1, 37:11, 45:23	amidst [1] - 47:10
07006 [1] - 1:23	35 [2] - 32:23, 32:24	accepting [4] - 3:12, 6:6, 16:20, 51:10	agenda [5] - 51:1, 51:2, 51:8, 51:9	amount [5] - 3:18, 19:10, 20:7, 51:14, 52:12
07923 [1] - 1:8	3:30 [1] - 22:7	accepts [1] - 17:10	ago [5] - 23:18, 40:19, 43:2, 49:3, 57:24	analysis [4] - 15:19, 15:24, 16:3, 17:5
1	4	access [6] - 5:19, 8:7, 10:15, 10:17, 11:1, 11:18	agree [6] - 44:19, 47:23, 48:24, 50:6, 50:7, 54:1	analyzing [1] - 49:3
1 [1] - 42:5	40 [1] - 44:8	accessory [1] - 14:5	agreed [8] - 21:7, 21:8, 32:5, 32:6, 34:18, 36:20, 37:20, 44:2	answer [4] - 14:2, 14:25, 19:13, 36:2
1.2 [1] - 57:7	400,000 [1] - 45:23	accident [1] - 23:21	agreeing [2] - 36:14, 44:3	answer's [1] - 37:8
1.25 [2] - 54:22, 56:23	47 [1] - 1:23	accommodate [1] - 44:20	agreement [48] - 3:20, 4:1, 17:9, 21:3, 21:4, 21:8, 24:12, 26:9, 31:5, 31:21, 32:4, 32:11, 33:22, 34:1, 34:4, 35:7, 35:8, 35:10, 35:17, 36:8, 36:11, 36:12, 36:15, 36:21, 37:3, 37:20, 38:1, 38:2, 38:4, 38:5, 38:7, 38:19, 38:20, 39:8, 39:12, 39:17, 39:18, 41:14, 44:14, 46:17, 46:19, 46:23, 46:25, 47:25, 48:12, 48:24, 54:15	answered [4] - 6:14, 13:12, 15:1, 25:5
1.250 [1] - 55:3	5	accomplished [1] - 40:3	agreements [1] - 38:12	answering [1] - 16:15
1.5 [3] - 54:22, 55:18, 56:23	5 [2] - 25:25, 52:12	according [2] - 14:18, 27:7	ahead [1] - 25:13	ANTHONY [2] - 56:6, 56:12
10 [2] - 44:5, 61:16	50 [1] - 37:21	accurate [4] - 7:6, 7:9, 61:5	alleging [1] - 31:19	Anthony [2] - 27:25, 59:20
100 [1] - 12:14	50-unit [1] - 32:22	Acres [3] - 2:11, 23:25, 33:8	allow [5] - 26:17, 26:18, 27:6, 45:18, 47:1	anticipate [2] - 8:5, 11:11
100-foot [1] - 2:7	55 [2] - 37:21, 37:23	act [1] - 46:16	allowed [3] - 7:9, 51:25, 52:1	apologize [1] - 6:25
100-year [1] - 26:20	6	acting [1] - 52:6	allowing [1] - 5:19	appear [2] - 9:21, 9:22
13 [1] - 1:2	6 [1] - 1:7	action [3] - 2:17, 6:16, 51:8	alluding [1] - 29:25	applicant [1] - 17:13
14 [2] - 33:7, 33:10	6.9 [1] - 53:19	actions [2] - 31:12, 44:6	almost [3] - 43:23, 44:6, 54:11	application [3] - 5:25, 6:2, 26:14
15 [3] - 32:24, 33:1, 45:8	60 [2] - 26:14, 28:6	actual [5] - 5:8, 5:10, 32:23, 33:12, 39:3		applications [1] - 38:16
15th [1] - 52:15	7	add [3] - 40:17, 41:9, 58:24		appreciate [5] - 11:7, 25:23, 50:11, 58:3, 58:8
19 [2] - 22:17, 22:19	7 [4] - 42:16, 42:17, 42:20	addition [1] - 34:19		approach [1] - 54:6
1st [2] - 24:24, 25:3	7:38 [1] - 1:2	additional [4] - 8:3, 21:10, 24:12, 42:4		approval [16] - 2:10, 2:17, 6:3, 16:22, 17:2, 17:12, 17:14, 20:13, 24:15, 28:22, 35:12, 35:13, 37:14, 49:5
2	8	address [6] - 5:10, 24:4, 24:5, 25:6, 28:1, 28:2		approvals [3] - 5:22, 38:22, 39:14
2 [1] - 56:2	8 [1] - 56:14	addressed [3] - 39:5, 39:6		approve [6] - 42:14, 44:12, 46:18, 46:23, 46:25, 47:24
200-foot [1] - 8:2	80 [1] - 12:13	addresses [1] - 34:10		approved [19] - 5:25, 6:1, 16:18, 17:11, 20:14, 21:6, 24:1, 24:4, 24:7, 24:8, 26:10, 26:16, 41:16, 41:21, 44:13, 46:11, 49:1, 49:2
2015 [2] - 43:5, 43:17	800 [1] - 57:7	adequately [1] - 20:16		approving [2] - 29:23, 48:11
2018 [1] - 38:14	850 [1] - 57:1	adjacent [2] - 8:3, 14:16		April [3] - 24:24, 25:3, 52:15
202 [16] - 7:17, 7:22, 8:2, 8:18, 8:21, 9:7, 10:1, 10:17, 11:3, 11:4, 16:23, 22:19, 22:25, 23:8, 25:20, 41:2	8:50 [1] - 60:10	adjoined [1] - 60:10		area/open [1] - 2:7
2023 [2] - 1:2, 61:15	8s [2] - 55:14, 56:13	administrative [1] - 46:16		areas [3] - 2:18, 3:23,
2023-02 [2] - 2:3, 29:2	9	adopt [2] - 29:2, 52:7		
2023-03 [2] - 29:23, 30:13	90 [1] - 12:13	adopting [2] - 16:19, 36:15		
2025 [1] - 42:5	900 [2] - 56:14, 57:1	adoption [2] - 2:3, 33:25		
2026 [1] - 61:16	911 [1] - 40:16	advice [1] - 50:16		
22 [1] - 45:9	973 [1] - 40:16			
23 [1] - 61:15	973 [1] - 40:16			
23-03 [1] - 30:11	973 [1] - 40:16			
23-060 [3] - 31:4, 36:2, 48:11	973 [1] - 40:16			
23-061 [2] - 51:10, 51:17	9s [1] - 56:13			
23-062 [1] - 51:11	A			
23-063 [2] - 51:14, 51:18	ability [1] - 15:7			
	able [10] - 10:6, 10:7,			

<p>5:18 arrive [1] - 49:20 aspects [1] - 17:8 assign [1] - 19:22 assist [2] - 25:16, 26:2 assistance [1] - 47:3 associated [1] - 30:4 association [13] - 19:8, 19:9, 19:16, 19:20, 19:24, 19:25, 20:3, 20:17, 21:1, 21:5, 21:12, 34:15, 37:18 Association [1] - 51:13 association's [1] - 20:20 assure [2] - 58:24, 59:3 astounding [2] - 17:16, 17:19 AT [1] - 1:2 attention [5] - 15:4, 16:12, 18:23, 25:22, 46:6 attest [1] - 28:9 attested [1] - 56:8 Attorney [1] - 1:17 attorney [1] - 3:9 attorneys [1] - 50:17 audience [1] - 13:21 audit [1] - 4:3 authority [2] - 16:17, 17:15 authorization [2] - 31:4, 51:12 authorizing [2] - 2:3, 48:12 auxiliary [1] - 31:12 available [1] - 4:12 average [1] - 15:2 avoid [3] - 42:3, 47:15 awarded [1] - 32:19 aware [7] - 4:17, 22:22, 23:19, 24:9, 31:13, 31:23, 39:17 awesome [1] - 26:3 aye [3] - 28:20, 53:16, 58:20 aye [1] - 60:7</p>	<p>BANISCH [22] - 1:16, 2:14, 8:1, 8:11, 8:13, 8:17, 8:20, 8:23, 9:6, 9:13, 9:21, 9:25, 10:9, 10:21, 11:1, 11:7, 11:13, 12:5, 12:9, 12:17, 41:12, 42:17 Banish [1] - 49:22 based [8] - 16:21, 28:7, 28:9, 28:12, 31:19, 33:9, 38:8, 50:11 basic [1] - 18:1 basing [1] - 57:10 bat [1] - 41:1 Baumann [4] - 42:24, 43:1, 49:21 BAUMANN [1] - 42:25 bear [1] - 4:21 Beattie [1] - 3:9 become [2] - 8:10, 9:11 bed [1] - 59:16 Bedminster [1] - 22:6 began [1] - 43:6 begin [3] - 9:17, 53:21, 54:1 beginning [4] - 15:11, 38:20, 44:7, 50:2 behalf [1] - 58:1 behind [2] - 10:4, 58:25 beneficial [1] - 35:2 benefit [3] - 47:8, 47:12, 47:14 Bernardsville [2] - 14:15, 14:16 best [6] - 16:21, 28:12, 40:20, 49:15, 49:25, 50:3 better [2] - 19:14, 59:17 between [2] - 25:3, 44:3 bid [1] - 30:5 big [6] - 2:20, 3:25, 41:22, 42:22, 57:24, 57:25 Bill [1] - 51:14 bit [2] - 20:19, 59:13 blessed [1] - 46:14 blocking [1] - 25:19 board [7] - 2:17, 18:11, 20:10, 35:12, 35:13, 57:22, 59:19 Board [20] - 1:16, 5:24, 16:8, 16:9, 16:18, 17:2, 17:4, 18:12, 23:19, 24:9,</p>	<p>26:11, 34:11, 38:9, 43:20, 44:4, 44:11, 47:18, 49:2, 54:10, 56:7 Board's [1] - 2:9 Body [4] - 4:18, 44:9, 48:2, 49:5 body [1] - 45:16 BOLIO [1] - 12:16 bonus [3] - 32:13, 33:7, 33:10 BOROUGH [3] - 1:1, 1:1, 1:7 Borough [55] - 1:16, 1:17, 2:4, 5:3, 5:5, 5:6, 5:8, 5:15, 5:23, 5:24, 6:1, 6:3, 6:7, 16:16, 16:23, 17:10, 17:12, 17:14, 18:23, 18:25, 21:18, 24:15, 31:16, 33:14, 33:20, 34:5, 34:10, 35:2, 35:19, 35:20, 35:21, 35:23, 36:1, 36:9, 36:14, 36:16, 36:22, 37:13, 38:15, 38:24, 41:18, 41:19, 42:2, 42:10, 45:13, 45:21, 45:22, 46:9, 51:3, 51:6, 51:8, 52:5 Borough's [6] - 6:4, 6:5, 6:6, 16:20, 31:19, 41:13 Borough-altering [1] - 18:23 bothers [1] - 7:18 boulevard [1] - 11:9 boulevard-type [1] - 11:9 bountiful [2] - 7:10, 7:11 boxes [1] - 55:21 BRIAN [1] - 1:23 brick [1] - 33:12 brick-and-mortar [1] - 33:12 briefly [1] - 7:7 bring [2] - 7:4, 13:19 brought [2] - 14:4, 31:9 bucks [1] - 45:23 budgeting [1] - 20:14 buffer [3] - 2:4, 5:21, 7:20 build [10] - 32:22, 33:1, 38:23, 38:24, 38:25, 55:15, 55:19, 55:24, 56:1, 56:2 builder [1] - 55:15 builder's [10] - 4:6,</p>	<p>4:12, 31:24, 32:12, 32:25, 37:6, 42:4, 42:12, 47:15 builders [2] - 21:25, 25:12 building [2] - 19:6, 21:23 built [2] - 27:7, 55:23 bunch [1] - 25:18 bus [1] - 14:11 business [4] - 2:2, 29:22, 40:24, 51:9 buyer [1] - 55:16 buying [7] - 26:23, 26:24, 27:16, 27:17, 27:23, 28:11, 54:13 BY [1] - 1:19</p>	<p>CERTIFIED [1] - 61:11 certify [1] - 61:4 chain [1] - 21:12 Chairman [1] - 56:19 change [5] - 17:12, 17:14, 40:11, 40:13, 49:5 changed [2] - 38:18, 57:1 changing [2] - 26:15, 26:20 CHERCHIA [1] - 3:7 Cherchia [1] - 3:8 chief [1] - 21:21 Chief [1] - 26:1 CHIEF [6] - 22:2, 22:9, 22:14, 25:8, 25:11, 26:5 child [1] - 23:3 children [2] - 23:3, 46:2 CHIMENTI [16] - 28:18, 28:25, 29:11, 30:14, 30:19, 48:9, 48:14, 48:19, 51:20, 52:11, 52:20, 53:14, 57:13, 57:16, 58:18, 59:24 Chimenti [6] - 1:11, 29:10, 30:18, 48:18, 52:19, 57:16 choice [1] - 46:18 choose [1] - 41:1 citizen [1] - 45:17 citizens [1] - 57:18 clarify [6] - 29:5, 38:6, 38:12, 39:7, 51:23, 56:22 clarity [1] - 7:24 Clean [1] - 51:13 cleaning [1] - 41:2 cleanup [2] - 34:7, 52:14 clear [9] - 3:15, 3:22, 9:14, 19:12, 34:24, 41:18, 52:8, 57:17, 57:21 clearing [1] - 24:10 clearly [2] - 5:13, 43:11 Clerk [1] - 1:16 clients [1] - 3:11 climate [1] - 26:21 close [5] - 28:16, 58:12, 58:13, 58:15, 60:1 closely [1] - 46:9 Club [1] - 40:18 Cocoziello [7] - 1:13, 29:12, 29:24, 30:20,</p>
C				
<p>C-H-E-R-C-H-I-A [1] - 3:8 calculation [1] - 20:11 calculations [3] - 3:14, 26:18, 26:22 CALDWELL [1] - 1:23 cannot [1] - 49:5 car [5] - 10:12, 12:18, 12:20, 12:21, 27:5 cardboard [1] - 55:21 care [4] - 19:8, 19:11, 21:19, 43:11 careful [1] - 44:15 carefully [2] - 42:11, 47:19 CARMEN [3] - 1:20, 61:3, 61:11 cars [2] - 10:13, 21:23 CARTY [12] - 29:9, 30:17, 36:4, 37:8, 37:10, 37:21, 37:24, 40:4, 42:15, 42:19, 48:17, 52:18 Carty [5] - 1:11, 29:8, 30:16, 48:16, 52:17 case [3] - 4:7, 19:21, 20:18 caterpillar [1] - 22:21 CCR [1] - 1:20 celebrate [1] - 48:5 center [1] - 11:9 Center [1] - 32:8 certain [6] - 5:17, 7:7, 25:2, 32:4, 32:18, 35:14 certainly [2] - 15:21, 44:20 CERTIFICATE [1] - 61:1 Certified [1] - 61:3</p>				

B

background [2] -
31:10, 48:23
bad [3] - 40:20, 44:23,
45:2
ballpark [1] - 55:18
Banisch [4] - 2:12,
14:2, 41:8, 41:10

48:20, 50:7, 52:21
COCOZIELLO [4] - 29:13, 30:21, 48:21, 52:22
collection [1] - 19:24
coming [4] - 11:18, 21:23, 23:2, 49:18
COMMENCING [1] - 1:2
comment [12] - 3:4, 4:23, 28:14, 28:16, 53:5, 53:12, 56:17, 57:15, 58:10, 58:15, 58:24
comments [9] - 2:13, 16:7, 26:7, 28:2, 28:15, 31:9, 43:12, 53:6, 53:9
Commission [1] - 61:16
committed [2] - 54:24, 55:6
common [3] - 2:7, 19:20, 35:8
commonly [1] - 2:16
communicated [1] - 56:25
communities [1] - 42:13
Communities [1] - 51:13
community [3] - 49:7, 49:9, 50:1
comparable [1] - 57:13
complete [2] - 47:23, 47:24
Compliance [2] - 4:8, 17:1
compliance [7] - 31:18, 31:20, 32:10, 32:17, 33:17, 36:18, 36:19
compliant [1] - 39:14
complicated [2] - 2:21, 35:18
complies [1] - 35:11
compress [1] - 19:6
concern [3] - 23:1, 23:7, 41:19
concerned [2] - 3:12, 9:16
concerning [1] - 9:19
concerns [2] - 5:4, 16:7
conclude [1] - 15:12
concluded [2] - 44:4, 44:10
conclusion [2] - 49:4, 49:20

condition [3] - 6:2, 32:2, 37:4
conditional [1] - 31:25
conditions [5] - 16:21, 24:14, 32:1, 34:10, 50:1
congenial [1] - 50:10
connection [3] - 2:8, 5:11, 33:14
consent [2] - 51:1, 51:2
Consent [1] - 51:1
consequences [1] - 4:20
conservation [2] - 5:16, 17:10
conservative [1] - 56:8
consider [2] - 18:21, 43:21
consideration [1] - 21:17
considered [3] - 5:11, 15:25, 51:5
considering [1] - 47:20
consistent [2] - 22:10, 46:12
Constitution [1] - 52:2
constitutional [3] - 44:21, 46:13, 47:14
constructed [1] - 39:13
construction [5] - 22:24, 25:18, 33:3, 33:12, 39:4
contacted [1] - 43:2
content [1] - 18:21
contents [1] - 55:23
continue [2] - 5:5, 47:1
continues [1] - 27:21
contribution [1] - 51:12
contributions [1] - 45:5
control [2] - 20:1, 23:16
controlling [1] - 23:7
controversial [1] - 45:14
conversation [1] - 26:11
conversations [1] - 46:8
cop [1] - 22:6
copy [1] - 51:4
corner [2] - 22:19, 22:23
corporate [1] - 45:17

correct [4] - 6:19, 10:24, 29:4, 29:6
corridor [3] - 2:5, 7:24
costs [1] - 47:10
COUNCIL [16] - 1:1, 1:9, 28:18, 28:25, 29:11, 30:14, 30:19, 48:9, 48:14, 48:19, 51:20, 52:11, 52:20, 53:14, 58:18, 59:24
council [6] - 29:10, 48:3, 49:22, 50:8, 50:12, 52:1
Council [25] - 1:11, 1:17, 2:15, 3:2, 6:1, 16:17, 17:6, 30:9, 30:18, 34:5, 35:6, 36:1, 41:24, 42:25, 45:15, 48:3, 48:7, 48:18, 50:8, 51:3, 51:6, 51:8, 52:19, 53:5, 59:18
COUNCILMAN [40] - 11:16, 11:23, 12:3, 29:9, 29:13, 29:15, 29:17, 30:12, 30:17, 30:21, 30:23, 30:25, 36:4, 37:8, 37:10, 37:21, 37:24, 37:25, 39:15, 39:16, 40:4, 42:15, 42:19, 48:8, 48:17, 48:21, 50:6, 50:14, 51:16, 52:18, 52:22, 52:24, 53:1, 53:11, 58:11, 58:14, 58:23, 59:11, 59:23, 60:3
councilman [5] - 29:14, 30:16, 48:16, 50:5, 52:17
Councilman [16] - 1:11, 1:12, 1:12, 1:13, 29:8, 29:12, 29:16, 30:20, 30:22, 30:24, 48:20, 50:7, 50:13, 52:21, 52:23, 52:25
COUNCILWOMAN [9] - 28:17, 28:23, 29:3, 29:19, 31:2, 48:13, 50:24, 53:3, 60:5
Councilwoman [5] - 1:13, 29:18, 31:1, 50:23, 53:2
Counsel [2] - 42:23, 48:8
counterparties [1] - 46:15
countless [2] - 47:17
Country [2] - 11:17,

23:2
counts [1] - 26:15
county [2] - 11:24, 22:1
couple [3] - 12:24, 23:18, 31:15
course [2] - 43:22, 44:8
Court [2] - 5:4, 26:1
court [12] - 33:15, 33:19, 37:2, 37:6, 39:21, 39:22, 41:16, 41:21, 42:7, 42:18, 46:14, 46:19
COURT [1] - 1:22
courts [1] - 42:14
cover [1] - 35:23
Coward [1] - 24:3
crazy [1] - 9:17
created [2] - 19:16, 19:25
credit [1] - 33:1
credits [8] - 32:14, 32:19, 32:20, 32:25, 33:7, 33:10, 45:6
Crisis [1] - 3:10
critical [1] - 46:7
criticizing [2] - 16:10, 16:15
curve [1] - 23:5
cutoff [1] - 26:14
cycle [1] - 30:7

D

damage [3] - 3:23, 27:19, 27:22
damaging [1] - 18:24
date [2] - 34:25, 61:7
Dated [1] - 61:15
Dave [3] - 7:24, 11:17, 12:16
David [1] - 1:12
DAVID [1] - 1:16
days [4] - 22:20, 26:14, 28:6, 59:1
DCA [2] - 20:6, 21:7
deadlines [1] - 50:20
deal [2] - 24:11, 42:20
deals [1] - 38:7
death [1] - 23:17
debate [3] - 16:12, 17:24, 59:5
debated [1] - 15:25
decades [1] - 49:9
decapitated [1] - 23:7
DeCAROLIS [6] - 22:2, 22:9, 22:14, 25:8, 25:11, 26:5
decel [1] - 8:20

decelerate [1] - 10:14
deceleration [1] - 8:24
decide [1] - 44:13
decided [2] - 16:8, 16:18
decision [8] - 15:18, 15:22, 16:4, 17:18, 49:11, 49:15, 50:9, 51:6
declarations [1] - 21:6
deed [7] - 21:9, 21:10, 34:17, 34:19, 34:22, 37:17, 39:10
defend [1] - 42:7
defines [1] - 4:8
definition [2] - 4:10, 19:14
delivering [1] - 25:13
demand [1] - 47:11
demonstrate [1] - 47:6
Demun [1] - 29:23
denied [1] - 47:4
Denise [3] - 6:11, 13:23, 14:4
DEP [6] - 3:14, 25:1, 26:13, 26:15, 27:7, 27:8
depth [1] - 15:8
descend [1] - 58:5
described [1] - 2:22
design [2] - 11:8, 11:9
designed [2] - 2:23, 38:19
desk [1] - 58:25
detail [7] - 14:1, 14:22, 15:5, 16:12, 18:16, 18:24
details [2] - 49:23, 55:22
determination [1] - 20:11
determined [1] - 32:6
develop [1] - 28:7
developed [2] - 20:25, 39:13
developer [6] - 4:12, 20:1, 20:7, 26:2, 35:11, 36:20
developer's [30] - 3:20, 4:1, 21:2, 21:8, 24:12, 26:9, 31:4, 32:3, 32:11, 33:22, 34:4, 35:7, 35:8, 35:10, 36:12, 36:15, 37:3, 37:20, 38:1, 38:4, 38:7, 38:20, 39:11, 39:17, 44:14, 46:17, 46:23, 46:25, 47:25, 48:12
developers [2] -

27:13, 50:10
development [23] - 2:11, 2:19, 14:13, 14:20, 15:4, 15:23, 16:23, 18:23, 20:18, 32:18, 32:24, 33:11, 35:3, 35:18, 35:20, 35:24, 38:7, 38:8, 38:9, 38:10, 39:3, 39:9, 47:9
Development [1] - 17:1
developments [2] - 35:10, 57:7
difference [1] - 44:3
different [4] - 36:13, 57:6
difficult [4] - 11:6, 11:25, 41:17, 48:25
difficulty [2] - 13:24, 15:6
diligence [1] - 43:11
diligent [1] - 44:16
diligently [2] - 47:20, 59:20
dimension [1] - 10:16
dips [1] - 14:8
directing [2] - 22:7, 23:13
directly [2] - 6:14, 7:22
disagree [5] - 4:24, 7:2, 7:3, 18:3, 47:21
disastrous [1] - 14:24
discuss [3] - 13:25, 14:21, 15:21
discussed [4] - 43:18, 43:25, 44:10, 54:12
discussion [8] - 4:5, 16:12, 17:20, 17:25, 51:7, 54:8, 54:9, 56:17
discussions [3] - 50:19, 54:17, 59:1
dismiss [1] - 36:23
disturbed [1] - 2:18
Doc [1] - 40:6
document [2] - 35:8, 37:3
documentation [1] - 20:13
documents [4] - 21:5, 34:20, 37:19
dollar [3] - 39:18, 55:17, 55:18
dollars [1] - 26:2
donation [2] - 51:24, 52:3
donation-type [1] - 52:3

done [13] - 3:15, 7:7, 14:12, 14:13, 16:11, 17:5, 28:11, 35:24, 36:17, 40:22, 41:1, 41:13, 53:21
DOROTHY [1] - 1:16
Dorothy [1] - 29:7
doubt [5] - 40:20, 43:23, 44:1, 47:3, 54:12
down [6] - 6:24, 12:2, 24:2, 24:20, 33:3, 37:15
downhill [1] - 27:21
downstream [2] - 27:20, 27:22
dozen [1] - 44:6
Dr [1] - 13:22
drainage [1] - 2:6
draw [1] - 9:15
dreadful [1] - 18:15
drive [1] - 8:14
driven [1] - 56:15
driveway [6] - 8:24, 9:2, 9:5, 9:7, 10:17, 10:18
dualized [1] - 11:1
Duffy [2] - 6:11, 14:4
DUFFY [28] - 6:11, 6:17, 7:3, 7:14, 7:16, 7:21, 8:9, 8:12, 8:15, 8:19, 8:22, 9:4, 9:10, 9:14, 9:24, 10:5, 10:19, 10:22, 11:6, 11:11, 11:21, 11:25, 12:7, 13:3, 13:7, 13:16, 13:18, 53:18
Duffy's [1] - 13:24
dug [1] - 45:16
Dumont [1] - 29:24
during [3] - 31:9, 55:1, 56:17

E

ease [3] - 11:14, 12:25
easement [15] - 2:5, 2:6, 2:7, 2:8, 3:23, 4:16, 5:17, 7:17, 7:20, 7:21, 8:4, 17:10
easements [22] - 2:19, 3:3, 3:5, 3:12, 5:10, 5:13, 6:2, 6:6, 7:14, 7:15, 8:5, 13:15, 13:16, 16:20, 16:25, 17:19, 17:23, 18:11, 26:7, 28:22, 33:23, 36:16
easy [2] - 45:19, 45:20

effect [1] - 16:24
effort [1] - 59:8
egress [1] - 14:5
eight [3] - 43:5, 47:17, 48:1
either [2] - 9:23, 12:17
email [1] - 24:3
embrace [1] - 48:1
enacted [1] - 51:5
end [10] - 30:5, 38:21, 44:7, 45:1, 45:9, 46:10, 48:4, 50:11, 50:19, 59:21
endlessly [1] - 49:18
enforce [1] - 31:17
Enforce [1] - 5:2
engineer's [1] - 24:16
engineering [1] - 30:3
engineers [2] - 27:9, 27:10
enter [4] - 10:20, 10:25, 31:15, 34:3
entered [2] - 37:5, 38:14
entering [1] - 10:17
entire [2] - 43:23, 45:15
entirely [1] - 48:24
entitled [1] - 4:13
entrance [2] - 11:2, 32:3
environment [1] - 2:23
equipment [3] - 23:15, 23:24, 25:14
Equities [4] - 28:1, 32:8, 36:8, 36:20
Errico [4] - 2:11, 6:11, 23:25, 33:8
escrow [1] - 19:10
especially [3] - 33:20, 35:19, 51:25
ESQ [1] - 1:17
essentially [1] - 8:2
estimate [4] - 8:25, 10:10, 10:12, 12:12
evaluate [3] - 19:18, 43:21
evening [5] - 3:7, 29:25, 35:6, 36:1, 36:17
eventually [1] - 20:9
exactly [1] - 18:11
example [3] - 11:22, 11:24, 22:6
excavators [1] - 22:21
exchange [1] - 46:3
exclusionary [1] - 4:11
excuse [3] - 18:6, 31:18, 34:3

executive [3] - 31:15, 60:2, 60:4
existing [1] - 39:6
exit [1] - 11:4
expanded [1] - 7:8
expect [1] - 11:3
expected [1] - 21:19
expend [2] - 51:25, 52:2
experienced [1] - 23:18
expert [1] - 14:19
expires [1] - 61:16
explain [3] - 15:16, 19:15, 33:4
explained [1] - 42:1
expressed [1] - 5:4
extent [2] - 4:11, 45:12
extra [3] - 14:8, 16:22, 37:19
extraordinary [1] - 18:24
eye [1] - 22:2
eyes [1] - 43:3

F

face [3] - 5:5, 15:17, 27:14
faced [2] - 46:18, 49:10
facilitate [1] - 53:7
facilities [1] - 20:19
facility [1] - 34:13
facing [1] - 33:13
fact [5] - 7:4, 13:9, 16:15, 24:11, 33:20
fail [3] - 3:16, 27:7, 27:18
failed [1] - 33:8
fails [3] - 19:7, 19:11, 26:22
failure [1] - 31:20
fair [2] - 47:3, 55:7
Fair [7] - 31:22, 32:5, 32:8, 32:12, 41:5, 46:14, 57:22
families [2] - 44:23, 44:24
family [1] - 32:19
far [3] - 24:9, 24:10, 31:10
Far [8] - 2:4, 3:10, 3:11, 11:16, 23:2, 40:16, 40:19, 57:18
FAR [3] - 1:1, 1:7, 1:8
faulted [1] - 15:22
favor [5] - 28:19, 50:4, 53:15, 58:19, 60:6

federal [2] - 23:10
fees [2] - 19:24, 30:4
feet [8] - 8:4, 8:6, 8:7, 9:1, 10:13, 12:13, 12:24
felt [2] - 56:8, 56:9
Ferraro [1] - 49:23
Ferraro's [1] - 27:10
few [5] - 8:7, 26:7, 34:6, 42:24, 57:2
fifth [1] - 43:3
figure's [1] - 39:18
filed [2] - 26:14, 32:7
final [5] - 2:9, 24:13, 34:7, 36:18, 37:2
finalized [2] - 24:13, 37:7
finally [2] - 24:1, 41:18
financial [11] - 4:3, 15:19, 15:24, 16:2, 17:4, 17:8, 17:17, 21:17, 38:17, 45:4, 47:13
finish [2] - 18:7, 18:22
first [5] - 26:1, 49:17, 58:13, 59:12, 59:16
five [8] - 9:1, 10:13, 22:20, 43:13, 44:9, 47:21, 53:9, 57:24
fixed [1] - 16:4
flagmen [1] - 25:14
flatbeds [2] - 21:24, 22:21
flooding [1] - 27:19
flop [1] - 21:20
flow [1] - 10:4
flows [2] - 3:19, 4:16
fluctuated [1] - 55:13
focus [2] - 39:24, 40:2
follow [1] - 22:18
following [1] - 2:17
forced [1] - 41:3
forcing [1] - 27:13
foregoing [1] - 61:5
forget [2] - 19:1, 43:16
form [2] - 34:4, 34:8
formed [1] - 21:1
forming [1] - 46:17
forms [1] - 32:18
formula [1] - 20:5
forth [5] - 5:13, 30:4, 35:14, 38:14, 61:7
forward [21] - 3:5, 5:6, 17:1, 18:25, 21:1, 23:14, 26:18, 26:20, 32:10, 33:21, 33:24, 34:9, 34:14, 36:15, 36:16, 36:17, 41:20, 45:19, 47:16, 49:11, 54:6

<p>four [2] - 43:12, 47:21</p> <p>fourth [1] - 43:3</p> <p>Fox [2] - 19:2, 25:25</p> <p>frankly [1] - 18:24</p> <p>free [2] - 45:4, 45:25</p> <p>freely [1] - 10:4</p> <p>Friday [2] - 6:15, 6:21</p> <p>front [4] - 40:12, 41:10, 45:21, 46:15</p> <p>frontage [1] - 12:13</p> <p>fully [4] - 20:9, 40:1, 46:11, 49:1</p> <p>function [2] - 9:23, 22:13</p> <p>functioning [1] - 2:25</p> <p>functions [1] - 36:14</p> <p>fund [1] - 52:9</p> <p>funded [2] - 19:23, 20:9</p> <p>funding [1] - 20:4</p> <p>funds [1] - 20:15</p> <p>future [4] - 26:25, 27:1, 39:6, 47:16</p>	<p>growth [1] - 42:11</p> <p>guarantees [3] - 35:14, 35:15, 38:23</p> <p>guess [4] - 3:3, 11:19, 12:12, 30:9</p> <p>guys [7] - 22:24, 25:18, 26:8, 26:17, 27:6, 27:16, 27:23</p>	<p>52:19, 52:21, 52:23, 52:25, 53:2</p> <p>high [2] - 20:23, 45:9</p> <p>highway [1] - 23:10</p> <p>Hill [3] - 14:7, 14:9, 14:13</p> <p>HILLS [3] - 1:1, 1:7, 1:8</p> <p>Hills [8] - 2:4, 3:10, 3:11, 11:17, 23:2, 40:16, 40:19, 57:18</p> <p>hindrance [1] - 41:20</p> <p>hire [1] - 19:17</p> <p>history [2] - 43:15, 44:17</p> <p>hit [1] - 23:6</p> <p>hold [1] - 26:24</p> <p>holds [1] - 27:12</p> <p>home [1] - 56:2</p> <p>homeowner [2] - 19:8, 19:9</p> <p>homeowners [6] - 13:9, 19:16, 20:17, 21:5, 34:15, 37:18</p> <p>homes [1] - 20:3</p> <p>Homes [1] - 31:5</p> <p>honor [1] - 42:1</p> <p>hook [1] - 21:4</p> <p>hope [1] - 45:10</p> <p>hours [5] - 50:18, 59:1, 59:12</p> <p>house [1] - 56:1</p> <p>housing [28] - 2:11, 4:9, 4:13, 4:14, 17:8, 31:17, 32:17, 33:7, 33:17, 36:10, 36:21, 38:2, 38:4, 38:10, 39:2, 39:8, 39:9, 39:18, 41:15, 43:19, 44:22, 45:3, 45:4, 45:10, 46:12, 46:14, 47:1, 50:15</p> <p>Housing [4] - 31:22, 32:8, 46:15, 57:22</p> <p>huge [3] - 22:21, 23:1, 25:19</p> <p>hundred [1] - 8:4</p> <p>hundreds [3] - 15:11, 50:18, 59:1</p> <p>Hunt [2] - 19:2, 26:1</p>	<p>immunity [2] - 37:6, 46:20</p> <p>impact [5] - 16:25, 17:5, 35:21, 46:2, 47:2</p> <p>impacts [1] - 11:14</p> <p>impasse [1] - 41:17</p> <p>implementing [1] - 41:21</p> <p>important [4] - 33:2, 35:20, 43:6, 46:1</p> <p>importantly [1] - 25:6</p> <p>improvements [3] - 19:19, 29:24, 35:16</p> <p>inadequacy [1] - 14:17</p> <p>inadequate [1] - 14:24</p> <p>include [2] - 32:4, 34:12</p> <p>included [2] - 2:20, 35:16</p> <p>including [3] - 32:11, 34:15, 39:1</p> <p>inclusionary [1] - 45:3</p> <p>inclusive [1] - 45:11</p> <p>incredibly [1] - 59:5</p> <p>information [4] - 6:24, 49:15, 50:18, 57:10</p> <p>informed [1] - 40:1</p> <p>ingress [1] - 14:5</p> <p>input [2] - 16:17, 21:22</p> <p>installed [1] - 5:20</p> <p>insurance [1] - 13:11</p> <p>integration [1] - 17:18</p> <p>intelligent [1] - 15:2</p> <p>intended [1] - 35:24</p> <p>intension [1] - 38:11</p> <p>intent [1] - 39:7</p> <p>intention [1] - 39:12</p> <p>interest [4] - 6:4, 6:6, 16:21, 49:25</p> <p>interface [1] - 17:17</p> <p>intervention [1] - 14:17</p> <p>introduce [2] - 30:11, 30:13</p> <p>introduced [1] - 33:23</p> <p>introduction [2] - 29:22, 30:9</p> <p>inversely [1] - 15:13</p> <p>investigation [1] - 55:1</p> <p>involved [1] - 35:17</p> <p>involves [1] - 2:18</p> <p>ire [1] - 57:22</p> <p>issue [11] - 4:16, 19:1, 21:9, 21:22, 23:9, 24:5, 24:25, 25:7, 39:21, 43:25</p>	<p>issued [2] - 24:10, 24:17</p> <p>issues [2] - 15:3, 17:3</p> <p>item [1] - 32:3</p> <p>items [3] - 34:7, 51:1, 51:7</p> <p>itself [3] - 24:7, 39:3, 49:9</p>
G	H			J
<p>gain [1] - 30:7</p> <p>game [1] - 59:6</p> <p>general [1] - 21:11</p> <p>generated [1] - 3:19</p> <p>George [4] - 13:22, 18:6, 40:6, 54:7</p> <p>George's [1] - 22:18</p> <p>gift [3] - 7:10, 7:11, 53:21</p> <p>given [6] - 16:1, 33:20, 49:16, 55:22, 56:7, 57:10</p> <p>govern [2] - 39:8, 39:12</p> <p>governed [1] - 20:6</p> <p>Governing [4] - 4:18, 44:9, 48:2, 49:5</p> <p>governing [1] - 45:16</p> <p>gracious [1] - 53:25</p> <p>grader [1] - 15:2</p> <p>Grant [1] - 51:13</p> <p>grant [5] - 2:9, 6:3, 30:2, 30:7, 52:9</p> <p>grants [1] - 52:5</p> <p>grass [2] - 11:9, 43:24</p> <p>gravel [1] - 9:8</p> <p>great [9] - 11:21, 11:23, 24:19, 26:3, 40:21, 40:22, 41:2, 42:21, 53:23</p> <p>green [1] - 10:8</p> <p>group [3] - 3:11, 13:9, 14:24</p> <p>Group [1] - 17:4</p>	<p>half [2] - 49:2, 55:17</p> <p>hand [1] - 11:3</p> <p>handed [2] - 13:1, 13:2</p> <p>handle [1] - 20:8</p> <p>handles [1] - 35:17</p> <p>hands [1] - 40:15</p> <p>happy [4] - 25:12, 25:15, 36:2, 41:6</p> <p>hard [6] - 26:23, 41:12, 46:3, 48:2, 50:8, 50:9</p> <p>hat [1] - 57:9</p> <p>hate [1] - 59:14</p> <p>hazardous [1] - 14:10</p> <p>head [2] - 23:5, 55:4</p> <p>heading [2] - 10:18, 14:7</p> <p>headquarters [1] - 52:10</p> <p>Headwaters [1] - 51:12</p> <p>hear [2] - 17:21, 38:16</p> <p>heard [12] - 5:24, 6:19, 6:25, 15:9, 19:5, 26:8, 31:10, 33:19, 43:12, 44:2, 44:19, 53:8</p> <p>hearing [3] - 2:2, 15:1, 16:9</p> <p>hearings [2] - 15:10, 54:9</p> <p>heart [1] - 50:22</p> <p>heavy [4] - 23:14, 23:15, 23:24, 25:13</p> <p>heels [1] - 45:16</p> <p>help [2] - 34:1, 53:6</p> <p>hereby [1] - 61:4</p> <p>hereinbefore [1] - 61:7</p> <p>herring [2] - 4:7, 5:7</p> <p>HICKS [27] - 1:16, 29:8, 29:10, 29:12, 29:14, 29:16, 29:18, 29:20, 30:16, 30:18, 30:20, 30:22, 30:24, 31:1, 48:16, 48:18, 48:20, 50:5, 50:13, 50:23, 52:14, 52:17,</p>	<p>idea [1] - 35:10</p> <p>identified [2] - 36:18, 39:23</p> <p>identifies [1] - 34:21</p> <p>immediately [2] - 8:3, 8:23</p> <p>immunities [1] - 32:12</p>	<p>Jason [1] - 3:8</p> <p>JERSEY [2] - 1:8, 1:23</p> <p>Jersey [4] - 3:9, 44:25, 52:2, 61:4</p> <p>Jim [2] - 57:16, 58:9</p> <p>job [4] - 40:22, 41:2, 48:1, 57:19</p> <p>Joe [10] - 4:23, 12:19, 12:22, 19:13, 31:5, 36:5, 38:1, 39:16, 43:1, 48:25</p> <p>John [2] - 28:4, 28:5</p> <p>join [2] - 20:2</p> <p>Jonathan [1] - 25:25</p> <p>JOR [4] - 31:25, 37:2, 37:4, 37:5</p> <p>Joseph [1] - 1:11</p> <p>JOSEPH [1] - 1:17</p> <p>Jr [1] - 1:13</p> <p>judge [1] - 33:16</p> <p>Judge [1] - 33:17</p> <p>judgement [1] - 31:24</p> <p>judges [1] - 57:23</p> <p>Judgment [2] - 4:8, 31:22</p> <p>July [1] - 42:5</p> <p>jump [1] - 43:10</p> <p>jurisdiction [1] - 5:23</p>	
		I		K
		<p>idea [1] - 35:10</p> <p>identified [2] - 36:18, 39:23</p> <p>identifies [1] - 34:21</p> <p>immediately [2] - 8:3, 8:23</p> <p>immunities [1] - 32:12</p>		<p>Karen [1] - 23:17</p> <p>Karner [5] - 1:12, 29:14, 30:22, 50:5, 52:23</p> <p>KARNER [18] - 11:16, 11:23, 12:3, 29:15, 30:12, 30:23, 37:25, 39:15, 48:8, 50:6, 51:16, 52:24, 53:11, 58:14, 59:11, 59:23, 60:3, 60:8</p> <p>keep [3] - 22:2, 30:6, 33:18</p> <p>keeps [2] - 33:3, 42:17</p> <p>kept [1] - 57:22</p> <p>Kevin [1] - 1:10</p> <p>Kim [1] - 24:3</p> <p>kind [13] - 9:7, 11:8,</p>

21:19, 26:6, 31:8,
41:19, 41:20, 42:20,
50:6, 55:12, 55:24,
56:2, 56:17
knowing [1] - 3:20
knowledge [1] - 17:22
knows [3] - 49:13,
53:22

L

lack [4] - 15:7, 17:22,
18:16, 18:23
laid [1] - 50:2
Lake [5] - 13:23,
22:17, 22:19, 54:7,
57:16
land [4] - 2:7, 8:4,
27:2, 45:4
landscaped [1] - 8:6
landscaping [1] - 5:17
lane [13] - 8:10, 8:12,
8:21, 8:25, 10:16,
11:4, 12:6, 12:10,
12:11, 14:8, 14:9,
14:20, 16:22
lanes [1] - 14:5
large [1] - 22:21
larger [2] - 3:20, 4:16
last [15] - 13:7, 13:8,
18:4, 19:2, 22:18,
22:20, 24:7, 32:2,
37:4, 43:9, 44:8,
49:24, 57:2, 57:17,
59:15
lastly [1] - 21:21
law [2] - 20:6, 35:25
lawsuit [1] - 36:5
lawsuits [4] - 42:4,
42:12, 47:15, 57:21
lead [1] - 57:19
learn [1] - 14:17
lease [1] - 6:12
least [2] - 3:21, 42:4
left [1] - 11:5
legal [1] - 43:25
lemon [3] - 27:6,
27:17, 28:11
lemons [1] - 54:14
length [2] - 10:10,
12:21
lengths [4] - 10:12,
12:18, 12:20
less [2] - 15:21, 15:24
level [1] - 18:13
liability [3] - 5:1, 6:5,
36:24
License [1] - 61:15
Licensed [1] - 1:21
lie [1] - 3:13

lifted [1] - 34:25
likelihood [1] - 10:3
limit [2] - 46:2, 53:9
limited [1] - 44:11
line [1] - 45:14
lip [1] - 27:3
List [1] - 51:14
listed [1] - 51:1
listen [1] - 46:5
listened [1] - 44:20
listening [3] - 44:3,
44:18, 50:20
literally [2] - 41:13,
43:18
litigant's [1] - 31:17
Litigant's [1] - 5:2
litigation [4] - 31:18,
36:23, 42:3, 42:8
live [3] - 22:19, 44:23,
44:25
lively [1] - 59:5
LLC [1] - 1:22
local [2] - 22:24, 23:9
look [10] - 14:3, 16:2,
27:14, 28:8, 43:4,
43:10, 43:17, 49:13,
54:2, 55:21
looked [1] - 7:5
looking [4] - 9:22,
30:5, 47:16, 54:21
looks [5] - 12:18,
12:19, 12:20, 12:21,
12:23
losing [1] - 33:10
love [1] - 40:19
low [1] - 45:8
LP [1] - 31:5
luxury [1] - 40:9

M

magnitude [1] - 42:14
MAHONEY [3] - 25:25,
26:6, 28:4
Mahoney [2] - 25:25,
28:4
Mahoney's [1] - 28:5
maintain [1] - 20:23
maintained [3] - 5:18,
19:20, 39:10
maintaining [1] - 3:23
maintenance [7] - 2:6,
5:12, 5:14, 19:19,
21:13, 34:13, 35:15
major [1] - 2:10
majority [3] - 5:16,
57:17, 58:5
manage [1] - 42:11
managed [1] - 57:23
management [2] -

2:24, 3:16
manner [1] - 16:11
MARCH [1] - 1:2
March [1] - 61:15
mark [1] - 55:25
market [11] - 34:23,
45:3, 45:7, 45:15,
55:25, 56:4, 56:5,
56:9, 56:15, 57:12,
57:13
markets [2] - 57:1,
57:6
Mary [1] - 1:11
massive [1] - 27:22
master [1] - 33:15
Master [1] - 46:14
matter [8] - 14:4,
15:13, 15:20, 19:4,
21:20, 22:1, 60:10
matters [1] - 14:1
MAYOR [62] - 2:1, 3:1,
4:22, 6:8, 6:15, 7:2,
7:12, 7:15, 7:19,
7:23, 13:6, 13:14,
13:17, 13:20, 18:3,
18:6, 18:10, 18:18,
19:13, 22:16, 25:9,
25:23, 28:13, 28:19,
28:21, 28:24, 29:4,
29:6, 29:21, 30:15,
31:3, 36:3, 41:8,
42:23, 48:6, 48:10,
48:15, 50:25, 51:19,
51:21, 52:16, 53:4,
53:13, 53:15, 53:17,
54:5, 54:19, 54:25,
55:5, 56:22, 57:12,
57:14, 58:8, 58:12,
58:17, 58:19, 58:21,
59:8, 59:14, 59:25,
60:6, 60:8
Mayor [26] - 1:10,
2:14, 2:22, 16:6,
17:6, 24:6, 25:8,
27:14, 29:1, 30:12,
31:7, 36:7, 42:2,
42:25, 43:2, 45:15,
46:9, 48:2, 50:8,
51:16, 51:22, 53:5,
56:16, 56:18, 57:17,
59:23
mayor [3] - 50:2,
56:20, 56:21
Mayor's [1] - 40:14
McManimon [1] - 43:1
mean [7] - 8:11, 8:13,
8:17, 11:25, 15:8,
23:15, 47:8
meaning [6] - 5:3,
24:14, 32:14, 32:18,

32:20, 32:25
meaningful [1] - 35:21
means [1] - 42:21
measure [1] - 10:11
measured [1] - 43:24
median [1] - 11:10
mediation [1] - 39:25
mediations [3] - 5:3,
33:15, 39:23
meet [1] - 47:14
meeting [25] - 6:12,
6:13, 6:18, 6:22, 7:5,
10:11, 13:7, 17:7,
18:4, 19:2, 31:14,
33:18, 33:24, 43:18,
50:2, 51:2, 51:4,
53:7, 54:11, 55:20,
56:7, 56:19, 58:12,
58:13, 60:1
MEETING [1] - 1:1
meetings [12] - 13:8,
18:14, 43:13, 43:22,
44:5, 44:8, 47:17,
47:18, 47:21, 54:10,
55:13, 58:2
meets [1] - 54:10
MELILLO [4] - 27:25,
28:5, 56:6, 56:12
Melillo [6] - 27:25,
32:7, 36:7, 36:20,
56:25
Melillo's [2] - 40:22,
41:7
MELLENDICK [17] -
13:22, 16:10, 17:16,
18:5, 18:8, 18:15,
18:20, 21:15, 22:4,
22:12, 22:15, 54:7,
54:23, 55:2, 55:9,
56:10, 57:4
Mellendick [2] - 13:22,
54:7
member [1] - 53:6
members [9] - 20:2,
31:13, 41:24, 48:3,
49:7, 49:18, 49:22,
52:1, 59:18
MEMBERS [1] - 1:9
memo [1] - 46:21
mentioned [10] - 15:1,
15:9, 23:17, 34:16,
36:7, 36:25, 40:6,
41:25, 55:14
met [3] - 4:14, 24:14,
43:20
metaphor [1] - 54:13
mic [1] - 3:6
microscopic [2] -
18:16, 18:19
might [7] - 3:23,

31:13, 32:15, 32:16,
44:8, 49:12
migration [1] - 24:25
Miller [2] - 33:17,
39:16
million [11] - 42:16,
42:17, 42:20, 53:19,
54:22, 55:11, 55:17,
55:18, 56:2
mind [5] - 7:25, 18:7,
31:6, 42:24, 44:1
minor [1] - 34:6
minute [2] - 43:9,
49:24
minutes [4] - 43:17,
44:18, 53:9, 57:24
modified [1] - 42:1
moment [3] - 7:11,
43:7, 49:10
MONDAY [1] - 1:2
Monday [1] - 6:22
money [5] - 19:10,
45:18, 45:25, 52:2,
52:4
monies [2] - 30:7,
52:9
monitoring [1] - 22:5
month [3] - 43:1,
54:11
months [2] - 40:15,
57:20
Montvale [1] - 3:9
morass [1] - 46:19
morning [2] - 22:7,
59:12
mortar [1] - 33:12
most [3] - 18:13, 35:9,
47:22
mother [1] - 23:4
motion [11] - 28:15,
28:21, 29:1, 30:10,
30:13, 48:11, 51:6,
51:17, 53:10, 53:11,
60:3
Motion [1] - 5:1
motions [7] - 5:5,
31:16, 31:19, 32:7,
33:9, 39:21, 39:25
move [17] - 2:1, 5:5,
10:3, 12:25, 26:18,
29:21, 31:3, 31:20,
32:10, 36:15, 45:18,
48:11, 49:11, 50:25,
51:17, 53:4, 60:4
moved [4] - 28:17,
28:23, 33:24, 48:13
movements [4] -
11:15, 12:25, 13:1,
13:2
moves [1] - 21:1

moving [12] - 17:1, 23:14, 26:19, 30:6, 33:21, 34:9, 34:14, 36:15, 36:17, 37:15, 40:8, 41:20
MR [76] - 2:14, 3:7, 4:24, 8:1, 8:11, 8:13, 8:17, 8:20, 8:23, 9:6, 9:13, 9:21, 9:25, 10:9, 10:21, 11:1, 11:7, 11:13, 12:5, 12:9, 12:16, 12:17, 13:22, 16:6, 16:10, 16:14, 17:16, 18:5, 18:8, 18:15, 18:20, 19:15, 21:15, 22:4, 22:12, 22:15, 22:17, 24:6, 24:19, 24:22, 24:23, 25:1, 25:5, 25:10, 25:17, 25:25, 26:6, 27:25, 28:4, 28:5, 29:1, 29:5, 31:7, 36:6, 37:9, 37:13, 37:23, 38:6, 39:20, 41:12, 42:17, 42:25, 51:22, 52:13, 54:7, 54:23, 55:2, 55:9, 56:6, 56:10, 56:12, 56:14, 56:16, 57:4, 57:16, 59:9
MS [55] - 6:11, 6:17, 7:3, 7:14, 7:16, 7:21, 8:9, 8:12, 8:15, 8:19, 8:22, 9:4, 9:10, 9:14, 9:24, 10:5, 10:19, 10:22, 11:6, 11:11, 11:21, 11:25, 12:7, 13:3, 13:7, 13:16, 13:18, 29:8, 29:10, 29:12, 29:14, 29:16, 29:18, 29:20, 30:16, 30:18, 30:20, 30:22, 30:24, 31:1, 48:16, 48:18, 48:20, 50:5, 50:13, 50:23, 52:14, 52:17, 52:19, 52:21, 52:23, 52:25, 53:2, 53:18, 57:13
MULLEN [1] - 56:14
Mullen [1] - 28:9
municipality [3] - 32:10, 42:12, 45:5
municipality's [2] - 51:24, 52:1
mutual [1] - 34:1

N

name [5] - 3:6, 3:7, 19:2, 19:3, 28:3

named [1] - 2:22
narrow [1] - 8:24
natural [1] - 5:18
nature [2] - 2:7, 18:16
navigated [1] - 57:20
necessarily [2] - 44:22, 45:2
need [8] - 19:19, 25:20, 25:21, 26:23, 27:16, 27:23, 30:6, 54:1
needed [2] - 22:5, 35:22
needs [3] - 20:16, 34:6, 34:10
negotiate [1] - 34:4
negotiated [1] - 46:3
negotiating [1] - 33:21
negotiation [1] - 35:3
negotiations [1] - 39:24
neighborhood [4] - 2:25, 10:2, 11:2, 12:12
neighbors [1] - 2:23
net [4] - 47:7, 47:8, 47:12, 47:13
never [2] - 19:5, 53:21
New [4] - 3:9, 44:25, 52:1, 61:4
new [14] - 3:14, 9:5, 9:6, 10:2, 20:2, 26:18, 27:12, 27:13, 28:8, 28:10, 29:22, 51:9, 51:25
NEW [2] - 1:8, 1:23
NEWMAN [6] - 22:17, 24:19, 24:23, 25:5, 25:10, 25:17
Newman [1] - 22:17
next [3] - 6:22, 17:7, 23:23
night [3] - 28:2, 59:12, 60:8
NJ [2] - 1:21, 31:5
NJDOT [1] - 30:2
nobody [2] - 27:8, 41:3
nonprofit [1] - 52:3
nonprofit-type [1] - 52:3
nonspecific [1] - 55:21
north [4] - 9:2, 10:16, 10:18, 11:18
northbound [2] - 8:21, 10:1
Notary [1] - 61:4
notes [1] - 7:5
nothing [2] - 24:1,

38:2
notice [1] - 21:9
November [2] - 57:17, 61:16
number [11] - 2:19, 21:18, 31:25, 33:14, 34:20, 37:10, 37:22, 56:4, 56:8, 56:11, 57:9
number's [1] - 20:22
numbers [3] - 32:22, 45:7, 55:13

O

obligation [7] - 4:9, 4:15, 32:20, 32:22, 33:2, 44:21, 46:13
obligations [5] - 5:14, 41:15, 46:12, 47:14, 50:15
obviously [2] - 9:7, 11:5
occur [1] - 43:14
occurred [1] - 43:4
occurs [2] - 42:11, 54:12
OF [3] - 1:1, 1:4, 1:7
offering [1] - 26:2
office [2] - 3:10, 22:8
office@
quickreporters.com [1] - 1:24
officer [2] - 25:15, 51:11
official [1] - 47:18
often [1] - 59:15
on-site [4] - 19:21, 20:21, 34:13, 34:18
once [3] - 32:15, 37:3, 54:11
one [11] - 5:13, 7:17, 10:25, 13:14, 15:16, 38:13, 43:11, 43:12, 51:5, 54:14
ones [1] - 18:12
ongoing [1] - 39:24
open [5] - 3:3, 8:4, 17:24, 53:10, 53:12
opening [1] - 42:2
openness [1] - 43:12
opinion [1] - 41:4
opportunity [14] - 9:11, 9:19, 10:2, 10:14, 13:4, 13:19, 13:25, 14:21, 14:25, 15:8, 15:20, 16:3, 17:25, 53:8
opposing [1] - 5:7
order [2] - 32:9, 50:21

orderly [1] - 53:7
ordinance [13] - 2:2, 2:3, 2:13, 2:15, 2:20, 5:11, 16:20, 29:22, 29:23, 30:11, 30:13, 33:23
Ordinance [1] - 29:2
ordinances [3] - 2:16, 2:22, 4:10
organization [1] - 52:3
original [1] - 35:3
otherwise [5] - 5:19, 44:24, 44:25, 45:6, 47:18
Otteau [9] - 15:18, 16:3, 16:24, 17:4, 47:5, 54:21, 54:25, 55:7, 57:8
otteau [1] - 49:21
outcome [1] - 42:8
outside [1] - 5:23
outstanding [2] - 32:1, 32:2
overall [3] - 2:24, 32:20, 33:3
overlap [1] - 38:11
overlaps [1] - 39:1
own [2] - 7:8, 27:10
owner [3] - 5:12, 5:15, 17:13
ownership [1] - 20:4

P

p.m [1] - 60:10
P.M [1] - 1:2
package [1] - 19:4
Padovano [1] - 3:9
Page [3] - 14:7, 14:9, 14:13
page [1] - 48:23
paid [1] - 47:9
pair [1] - 43:3
parachuting [1] - 43:9
part [16] - 11:5, 11:8, 13:24, 14:20, 15:6, 15:14, 19:21, 21:8, 32:17, 33:5, 35:3, 36:6, 36:19, 38:9, 39:20, 57:4
particular [1] - 20:18
parties [1] - 34:1
partner [2] - 40:21, 59:21
partners [1] - 48:4
parts [1] - 37:16
pass [1] - 9:12
passing [1] - 14:9
path [1] - 2:7
paths [2] - 5:20, 36:13

pavement [2] - 9:1, 12:23
pay [5] - 13:9, 45:24, 46:5, 47:11, 56:15
paying [1] - 45:22
payment [5] - 46:3, 46:4, 46:9, 51:14, 57:23
payments [6] - 36:10, 36:22, 45:12, 45:13, 45:21, 45:22
pending [2] - 31:12, 31:16
people [16] - 6:18, 6:25, 10:1, 14:11, 15:6, 17:21, 17:25, 40:17, 40:24, 40:25, 43:13, 43:25, 47:21, 58:1, 58:4
people's [1] - 25:22
per [1] - 54:22
percent [2] - 45:8, 45:9
percentages [2] - 45:8, 45:10
performance [1] - 35:14
perhaps [3] - 43:2, 43:14, 44:18
perimeter [1] - 2:4
period [2] - 25:3, 42:5
periodically [1] - 20:12
permit [9] - 10:4, 10:13, 24:5, 24:9, 24:10, 24:17, 24:21, 25:1, 53:7
permits [2] - 24:2, 24:12
perpetuity [1] - 35:1
person [1] - 58:25
pertains [1] - 42:5
Peter [2] - 1:13, 29:24
phase [1] - 21:23
phasing [3] - 32:5, 39:2, 39:3
phone [1] - 59:11
physical [1] - 49:8
picture [1] - 9:15
piece [1] - 43:24
Place [1] - 29:24
place [10] - 5:10, 24:2, 33:23, 34:19, 38:15, 38:17, 54:17, 55:17, 55:18, 61:7
placed [2] - 51:4, 51:9
placing [1] - 34:22
plan [4] - 2:10, 10:1, 19:4, 41:21
Planner [1] - 1:16

planner [2] - 24:15, 41:11
planning [3] - 2:17, 14:19, 35:12
Planning [19] - 2:9, 5:24, 16:8, 16:9, 16:18, 17:2, 17:3, 18:12, 24:9, 26:10, 34:11, 38:9, 43:20, 44:4, 44:11, 47:18, 49:2, 54:10, 56:7
plans [4] - 9:22, 14:19, 36:18, 55:19
plant [5] - 19:22, 20:21, 21:14, 26:12, 34:18
plat [1] - 24:13
played [2] - 59:3, 59:4
point [17] - 16:1, 16:16, 16:19, 20:24, 24:17, 30:10, 41:14, 41:16, 41:25, 46:7, 53:19, 54:3, 54:16, 54:18, 55:10
pointed [2] - 6:12, 14:1
points [2] - 13:24, 55:12
police [4] - 23:13, 25:20, 25:21, 51:11
Polo [1] - 40:18
portion [3] - 17:10, 51:2, 53:10
position [2] - 50:3, 59:17
possible [1] - 50:3
post [1] - 22:8
potential [3] - 5:1, 21:11, 42:3
prefer [2] - 43:16, 43:25
preliminary [1] - 2:9
prepared [3] - 45:17, 46:6, 46:7
present [2] - 9:5, 25:15
PRESENT [2] - 1:9, 1:15
presentation [3] - 14:23, 18:10, 18:17
presentations [1] - 15:5
presented [5] - 17:6, 18:12, 35:6, 55:10, 55:20
President [7] - 1:11, 29:10, 30:18, 45:15, 48:3, 48:18, 52:19
PRESIDENT [14] - 28:18, 28:25, 29:11,

30:14, 30:19, 48:9, 48:14, 48:19, 51:20, 52:11, 52:20, 53:14, 58:18, 59:24
presumably [1] - 15:21
pretty [2] - 14:3, 15:17
previous [2] - 42:19, 58:24
previously [1] - 36:19
price [6] - 45:2, 54:16, 54:18, 55:10, 55:25
prided [1] - 49:9
primarily [1] - 46:16
primary [1] - 8:14
private [3] - 20:4, 20:20, 48:4
problem [5] - 3:25, 4:16, 15:14, 18:2, 22:10
problematic [1] - 16:1
procedure [1] - 23:12
proceeding [1] - 11:4
proceedings [1] - 61:6
PROCEEDINGS [1] - 1:5
process [10] - 19:17, 32:17, 33:21, 38:20, 38:21, 43:6, 46:7, 46:10, 47:23, 47:24
professional [2] - 48:3, 56:21
professionals [4] - 19:18, 49:21, 50:17, 59:19
project [16] - 2:20, 2:21, 21:17, 24:7, 30:4, 32:4, 32:14, 33:6, 44:5, 44:12, 45:7, 45:11, 45:18, 46:11, 49:1
projects [1] - 30:8
promised [1] - 40:11
proper [3] - 23:12, 23:20, 25:14
properties [1] - 19:20
property [11] - 5:12, 5:15, 14:6, 17:11, 17:13, 21:10, 23:25, 27:19, 39:13, 55:8, 55:16
proposal [1] - 43:22
proposed [1] - 4:1
PROSPECT [1] - 1:7
protect [3] - 2:23, 35:23, 49:8
protected [1] - 42:6
protection [1] - 37:19
protections [2] - 31:24, 34:9

protocol [1] - 23:21
provide [5] - 32:23, 44:22, 46:13, 47:1, 47:10
provisions [1] - 34:12
prudent [1] - 28:7
public [35] - 2:2, 3:3, 3:21, 4:2, 4:4, 4:17, 5:19, 6:9, 15:25, 16:12, 21:11, 25:24, 28:14, 28:16, 31:9, 31:13, 32:16, 35:15, 42:2, 44:6, 47:6, 49:18, 53:5, 53:6, 53:10, 53:12, 54:6, 56:15, 56:17, 56:19, 57:15, 58:9, 58:15
Public [1] - 61:4
pull [2] - 9:8, 14:12
pull-off [1] - 9:8
pulling [1] - 57:9
Pulty [6] - 14:23, 21:8, 31:5, 36:8, 36:20, 56:7
purchase [2] - 20:3, 54:15
purchaser [1] - 21:11
purposes [1] - 38:13
put [10] - 4:3, 23:24, 26:18, 26:21, 37:1, 38:15, 46:21, 56:3, 57:18, 58:2
puts [1] - 21:9

Q

questions [10] - 3:2, 14:25, 17:21, 18:1, 25:5, 30:8, 36:2, 48:7, 48:10, 56:20
quick [3] - 40:11, 40:13, 48:22
QUICK [1] - 1:22
quickly [1] - 40:8
quite [3] - 14:9, 20:19, 59:12
quote [1] - 7:8

R

rain [1] - 26:15
rainwater [1] - 26:19
raised [2] - 16:7, 39:22
ramifications [1] - 17:23
range [1] - 57:1
Raritan [2] - 51:12, 52:10
rate [3] - 34:23, 45:3,

45:7
read [1] - 54:21
reading [3] - 44:18, 51:3, 59:2
really [17] - 3:17, 3:20, 4:6, 4:17, 9:16, 11:8, 13:25, 15:4, 15:6, 17:19, 17:20, 26:3, 39:7, 40:2, 40:8, 49:23, 49:24
received [2] - 30:2, 52:10
receives [1] - 52:5
recognize [1] - 14:14
recommend [5] - 34:5, 34:8, 46:22, 46:24, 47:24
recommendation [1] - 46:20
reconsider [2] - 4:18, 27:16
record [1] - 51:23
record's [1] - 52:8
recorded [3] - 21:4, 21:7, 34:21
red [2] - 4:6, 5:7
referred [1] - 51:3
reflect [1] - 17:21
regard [9] - 4:25, 5:1, 5:20, 17:2, 21:21, 34:15, 35:7, 37:1, 38:1
regarding [4] - 14:3, 17:19, 30:9, 37:2
regards [2] - 3:2, 41:9
regs [5] - 26:15, 27:13, 28:8, 28:10, 28:12
regular [3] - 51:9, 60:1, 60:4
REGULAR [1] - 1:1
regulated [1] - 20:6
regulations [2] - 3:14, 3:15
Reilly [1] - 23:17
reinforce [1] - 13:23
related [5] - 3:5, 7:12, 11:14, 15:3, 15:13
relating [1] - 34:12
reluctantly [1] - 47:25
remain [2] - 12:10, 42:6
remarks [1] - 42:2
remediation [1] - 34:2
remedy [10] - 4:6, 4:12, 31:24, 32:12, 37:6, 42:4, 42:12, 47:15, 53:24
remember [2] - 19:3, 43:7

remind [1] - 2:15
remiss [1] - 53:18
removal [3] - 24:4, 24:18, 32:12
remove [3] - 25:2, 33:5, 36:10
removed [1] - 51:8
rental [3] - 32:19, 32:24
repairs [1] - 21:13
repaving [1] - 30:3
replied [1] - 60:7
report [11] - 15:19, 16:3, 16:24, 17:17, 47:5, 54:21, 55:1, 55:6, 56:23, 56:24
REPORTED [1] - 1:19
Reporter [1] - 61:3
REPORTER [1] - 61:11
REPORTING [1] - 1:22
Repose [2] - 4:8, 31:22
represent [1] - 20:16
represents [1] - 3:10
request [1] - 32:13
required [5] - 2:16, 35:25, 36:22, 38:8, 51:7
requirement [3] - 21:3, 25:2, 38:15
requirements [10] - 5:12, 5:17, 5:21, 32:5, 34:11, 34:14, 35:12, 38:14, 38:17, 39:1
requiring [2] - 5:17, 32:9
reservation [1] - 46:24
reserve [2] - 19:10, 19:23
reserves [2] - 19:23, 20:24
residents [2] - 20:2, 20:9
resignation [1] - 51:10
resolution [9] - 31:4, 35:13, 36:1, 48:11, 51:10, 51:11, 51:14, 51:17, 52:7
resolutions [1] - 51:17
resolve [1] - 33:19
respect [2] - 2:14, 50:14
respectfully [1] - 4:24
responded [3] - 28:20, 53:16, 58:20
responsibilities [1] - 20:17
responsibility [1] -

<p>49:8 responsible [5] - 3:22, 21:12, 21:25, 27:18 rest [1] - 59:3 restricted [1] - 37:11 restriction [10] - 21:10, 34:16, 34:17, 34:19, 34:21, 34:22, 34:23, 35:1, 37:17, 45:24 restrictions [1] - 39:11 result [4] - 3:24, 44:1, 46:10, 49:14 return [1] - 27:5 revenues [1] - 47:8 Review [1] - 17:1 review [6] - 4:3, 4:4, 15:20, 24:16, 31:20, 36:19 reviewed [2] - 15:24, 20:12 reviewing [1] - 50:18 Rick [1] - 1:12 rick [1] - 58:21 right-hand [1] - 11:3 right-handed [2] - 13:1, 13:2 rights [2] - 17:14, 31:17 Rights [1] - 5:2 RINZLER [8] - 29:17, 30:25, 39:16, 50:14, 53:1, 58:11, 58:23, 59:9 Rinzler [5] - 1:12, 29:16, 30:24, 50:13, 52:25 risk [5] - 5:8, 33:9, 36:24, 42:9, 46:20 ROAD [1] - 1:23 Road [7] - 13:23, 14:8, 22:17, 22:19, 29:24, 54:8, 57:16 road [7] - 8:8, 9:9, 10:15, 11:2, 11:24, 12:11 roads [1] - 30:3 roadways [1] - 20:21 role [2] - 59:4 roll [6] - 29:7, 30:15, 48:15, 51:21, 52:15, 52:16 room [1] - 51:4 routine [1] - 51:5 ruling [1] - 33:16 run [1] - 42:10 runoff [2] - 3:18, 3:25 runs [1] - 27:2</p>	<p>S</p> <p>sales [1] - 54:15 satisfies [1] - 37:4 saves [3] - 42:15, 42:16, 42:17 scenic [2] - 2:5, 7:23 school [3] - 14:11, 22:7, 46:2 School [1] - 11:17 schools [1] - 46:2 scope [1] - 44:11 scores [1] - 15:10 Scotland [1] - 43:1 screen [1] - 18:21 seat [1] - 23:3 second [14] - 12:5, 26:6, 28:18, 28:24, 28:25, 30:14, 48:14, 51:19, 51:20, 53:13, 53:14, 58:17, 58:18, 60:5 section [1] - 53:5 see [7] - 21:15, 22:23, 23:6, 33:19, 41:2, 54:20, 57:4 seeing [3] - 9:20, 26:21, 59:21 seeking [2] - 32:9, 33:6 selling [1] - 54:13 send [1] - 25:15 sense [5] - 21:18, 44:5, 55:17, 57:5, 57:8 sent [1] - 24:3 separate [9] - 6:21, 34:22, 36:11, 36:12, 38:12, 38:13, 39:21, 51:6, 51:7 September [1] - 25:4 septic [5] - 13:4, 13:6, 26:12, 34:13 serious [4] - 5:4, 5:8, 27:4 seriously [1] - 27:23 service [1] - 27:3 services [1] - 47:12 session [5] - 31:15, 58:16, 60:2, 60:4 set [7] - 5:13, 5:14, 19:9, 35:14, 38:13, 38:14, 61:7 setback [2] - 8:2, 8:4 settlement [2] - 31:21, 41:14 sewage [1] - 26:12 sewer [2] - 19:4, 20:22 shaking [1] - 55:3 Share [6] - 31:22,</p>	<p>32:5, 32:8, 32:13, 41:5, 46:15 share [4] - 28:14, 57:15, 58:9, 58:22 Sheila [1] - 1:13 Shorthand [1] - 61:3 SHORTHAND [1] - 61:11 shoulder [5] - 8:16, 8:18, 10:7, 10:13, 12:11 show [1] - 47:5 showed [1] - 18:11 shows [1] - 55:6 side [7] - 8:17, 9:2, 9:9, 10:16, 11:4, 14:6, 56:17 signature [1] - 34:7 signed [2] - 24:13, 37:3 significant [1] - 45:5 significantly [2] - 20:22, 57:1 signing [2] - 32:11, 36:18 similar [3] - 11:16, 14:6, 40:17 similarly [2] - 9:3, 10:15 simple [2] - 32:21, 46:22 simplified [1] - 35:9 simply [2] - 34:24, 42:13 single [1] - 58:25 sirens [1] - 25:21 sit [2] - 15:17, 46:5 site [17] - 2:8, 2:10, 2:12, 11:4, 11:15, 12:13, 13:1, 13:2, 19:21, 20:21, 28:7, 28:8, 33:8, 34:13, 34:18, 35:4, 38:8 sits [1] - 9:8 sitting [1] - 58:25 situated [2] - 9:3, 10:15 situation [5] - 14:6, 23:16, 40:21, 48:25, 52:4 six [2] - 9:1, 15:2 skin [1] - 59:6 slightly [1] - 12:11 slowly [1] - 20:3 so-called [1] - 19:5 so.. [1] - 42:14 sold [1] - 20:8 solely [1] - 21:13 solid [1] - 19:6 solution [1] - 49:24</p>	<p>someone [8] - 9:12, 9:18, 15:16, 22:5, 22:7, 40:25, 46:21, 57:11 somewhat [1] - 39:5 Sordillo [1] - 49:21 SORDILLO [20] - 1:17, 4:24, 16:6, 16:14, 19:15, 24:6, 24:22, 25:1, 29:1, 29:5, 31:7, 36:6, 37:9, 37:13, 37:23, 38:6, 39:20, 51:22, 52:13, 56:16 sorry [2] - 29:3, 39:17 sort [4] - 43:2, 43:9, 43:10, 45:14 sound [1] - 53:20 south [2] - 11:19, 14:7 speakers [1] - 53:9 speaking [1] - 36:25 special [3] - 31:14, 33:15, 42:23 Special [1] - 46:14 specific [1] - 17:22 specifically [4] - 3:4, 6:16, 28:3, 35:19 spelled [1] - 3:8 spend [1] - 43:14 spent [4] - 44:17, 47:17, 50:17, 58:25 stand [1] - 57:3 standards [1] - 27:12 start [3] - 2:12, 24:20, 53:24 starts [1] - 23:14 State [1] - 61:4 state [11] - 3:6, 5:18, 5:22, 20:6, 20:13, 20:14, 22:1, 23:9, 23:12, 27:13, 37:14 statement [2] - 17:5, 48:22 statements [2] - 4:25, 48:24 station [1] - 14:7 stay [1] - 28:1 steered [1] - 57:21 Stenographer [1] - 1:21 STENOGRAPHICAL LY [1] - 1:19 stenographically [1] - 61:6 step [2] - 3:5, 54:6 Stepford [1] - 54:2 Steve [2] - 12:15, 22:17 still [6] - 3:13, 7:17, 19:12, 32:1, 32:2,</p>	<p>54:14 stone [4] - 15:17, 16:5, 43:23, 47:19 stop [5] - 10:20, 10:23, 24:24, 25:19 stopping [2] - 22:6, 22:24 storms [1] - 26:20 stormwater [8] - 2:6, 2:24, 3:16, 3:18, 3:25, 5:22, 20:19, 26:12 stream [1] - 2:5 STREET [1] - 1:7 strictly [2] - 7:12, 13:15 strongly [1] - 46:22 structures [1] - 24:2 study [1] - 51:4 stuff [4] - 16:7, 26:13, 27:2, 59:2 subdivision [1] - 2:10 subject [1] - 24:15 submit [2] - 20:12, 28:6 submitted [1] - 21:6 substantial [2] - 45:4, 45:18 succeeded [1] - 45:11 successful [2] - 5:6, 41:23 sudden [1] - 57:25 suggest [1] - 44:15 sum [1] - 45:18 support [2] - 3:17, 50:15 surely [1] - 55:24 survive [1] - 3:24 suspect [1] - 47:22 sympathize [1] - 40:10 system [12] - 2:24, 3:16, 3:17, 3:24, 19:7, 26:16, 26:19, 26:22, 26:24, 27:7, 27:11</p> <p>T</p> <p>table [2] - 42:22, 51:4 talks [1] - 34:14 target [1] - 55:25 tax [1] - 45:6 taxes [2] - 47:9, 47:11 taxpayer [2] - 26:2, 52:9 taxpayers [5] - 3:11, 4:20, 47:11, 47:12, 49:25 taxpayers' [2] - 52:2, 52:4</p>
--	--	---	--	---

teacher [1] - 9:15
team [2] - 48:3, 59:8
tearing [1] - 24:1
telephone [1] - 1:13
ten [3] - 43:20, 43:21, 49:12
term [1] - 19:5
terminology [1] - 38:3
terms [10] - 22:4, 35:5, 35:22, 39:1, 39:11, 41:17, 41:19, 42:1, 55:19
terribly [1] - 10:9
themselves [1] - 39:10
they've [4] - 5:22, 21:7, 40:22, 41:1
thinking [2] - 14:10, 27:1
third [1] - 43:3
thoughtful [1] - 44:16
thoughtfully [1] - 47:19
thousand [1] - 40:7
three [7] - 10:12, 12:18, 12:19, 22:20, 22:24, 43:10, 47:21
throughout [3] - 32:16, 47:13, 54:8
throw [1] - 32:21
timely [1] - 31:20
title [1] - 21:12
today [6] - 28:12, 44:13, 45:21, 46:11, 46:18, 49:15
together [3] - 8:5, 44:5, 45:20
tomorrow [3] - 24:20, 34:7, 54:20
tone [1] - 53:22
tonight [8] - 10:11, 16:2, 26:9, 26:17, 41:10, 44:12, 47:24, 59:3
took [3] - 15:2, 28:8, 42:22
top [1] - 21:9
total [1] - 17:21
tough [1] - 40:5
toward [2] - 14:7, 14:8
towards [4] - 26:7, 32:20, 33:2, 52:2
town [14] - 4:7, 4:14, 22:13, 27:1, 27:12, 27:15, 41:10, 44:23, 47:2, 47:13, 47:22, 50:12, 57:19, 58:5
town's [2] - 4:9, 4:10
townhomes [1] - 34:23
track [2] - 37:1, 42:7

traffic [16] - 9:17, 10:4, 10:17, 11:12, 11:14, 14:18, 14:23, 15:3, 21:22, 22:8, 22:24, 23:8, 23:13, 23:14, 25:7, 25:16
trafficking [1] - 21:25
train [1] - 14:7
transactions [1] - 43:4
transcript [1] - 61:5
TRANSCRIPT [1] - 1:4
transferred [1] - 20:4
transforming [1] - 42:13
transparency [3] - 15:9, 15:12, 15:13
transparent [3] - 40:7, 40:9, 44:16
treatment [5] - 19:22, 20:21, 21:14, 34:13, 34:18
tree [3] - 24:4, 24:10, 24:18
trees [3] - 24:2, 24:20, 25:3
triangle [1] - 2:8
tried [2] - 42:11, 44:20
trucks [1] - 21:24
true [1] - 61:5
truly [1] - 53:22
trust [4] - 31:18, 57:18, 58:2, 58:7
try [1] - 33:18
trying [8] - 9:16, 23:11, 25:18, 33:25, 38:11, 40:2, 40:20, 49:24
turn [4] - 10:14, 11:19, 13:1, 13:2
turned [1] - 23:4
turning [3] - 10:18, 11:14, 47:19
tweaked [1] - 34:6
Tweedie [5] - 1:13, 29:18, 31:1, 50:23, 53:2
TWEEDIE [9] - 28:17, 28:23, 29:3, 29:19, 31:2, 48:13, 50:24, 53:3, 60:5
two [18] - 8:5, 10:12, 12:10, 12:11, 12:18, 12:19, 13:8, 22:23, 36:4, 36:12, 36:13, 37:10, 38:12, 57:5, 57:6, 57:20
two-lane [2] - 12:10, 12:11
type [6] - 11:9, 24:25, 33:11, 37:15, 52:3

types [2] - 2:16, 36:13

U

ultimately [3] - 39:8, 44:4, 48:5
umbrage [1] - 7:9
unclear [2] - 3:17, 54:14
unconditional [1] - 37:5
under [8] - 3:15, 20:1, 20:17, 25:1, 25:3, 36:1, 45:8, 51:9
unfinished [1] - 2:2
unit [3] - 25:21, 54:22, 55:15
units [13] - 4:13, 20:8, 32:19, 32:23, 32:24, 33:1, 33:12, 38:10, 39:9, 54:18, 54:24, 55:11, 57:13
unknown [2] - 42:9
unknowns [1] - 3:13
unturned [1] - 43:24
unveiled [1] - 47:6
up [19] - 3:3, 6:9, 7:4, 13:21, 14:4, 18:22, 19:9, 22:16, 22:18, 26:24, 27:12, 31:9, 33:11, 41:2, 45:17, 53:12, 53:17, 57:23, 59:16
upfront [1] - 20:8
upheld [1] - 49:7
upset [1] - 47:10

V

validate [1] - 27:9
validated [1] - 58:6
value [4] - 19:19, 19:22, 55:7, 56:4
values [1] - 49:7
versus [1] - 57:7
vested [1] - 17:13
via [2] - 1:13, 51:13
view [1] - 45:1
violation [2] - 31:21, 33:9
virtue [1] - 42:13
visualize [1] - 11:6
vote [5] - 50:12, 50:21, 50:22, 59:2
voting [3] - 6:13, 26:9, 50:4

W

waiting [1] - 23:21

walking [3] - 5:20, 43:15, 44:17
WALSH [1] - 60:6
wants [1] - 41:4
waste [1] - 19:6
water [1] - 19:1
ways [1] - 49:3
Wednesday [1] - 31:14
wee [1] - 59:11
welcome [2] - 26:5, 53:6
WELSH [60] - 2:1, 3:1, 4:22, 6:8, 6:15, 7:2, 7:12, 7:15, 7:19, 7:23, 13:6, 13:14, 13:17, 13:20, 18:3, 18:6, 18:10, 18:18, 19:13, 22:16, 25:9, 25:23, 28:13, 28:19, 28:21, 28:24, 29:4, 29:6, 29:21, 30:15, 31:3, 36:3, 41:8, 42:23, 48:6, 48:10, 48:15, 50:25, 51:19, 51:21, 52:16, 53:4, 53:13, 53:15, 53:17, 54:5, 54:19, 54:25, 55:5, 56:22, 57:12, 57:14, 58:8, 58:12, 58:17, 58:19, 58:21, 59:8, 59:14, 59:25
Welsh [1] - 1:10
WEST [1] - 1:23
whereby [2] - 19:17, 21:9
whole [4] - 4:15, 25:20, 32:16, 50:11
wholeheartedly [1] - 46:24
wide [1] - 10:13
widened [1] - 12:11
widening [4] - 8:25, 12:21, 12:22, 12:23
willing [2] - 36:9, 45:17
win [1] - 41:23
wish [1] - 40:9
wishes [1] - 53:8
wives [1] - 54:2
woke [1] - 59:16
WOLFE [3] - 1:20, 61:3, 61:11
woman [1] - 19:1
wonderful [1] - 53:25
wondering [1] - 55:14
word [2] - 15:9, 15:12
words [3] - 21:18, 36:25, 42:24
works [2] - 19:14, 59:9

worried [1] - 9:11
worries [1] - 8:9
written [1] - 46:21
wrote [1] - 6:24

Y

year [9] - 24:8, 30:5, 43:23, 49:2, 51:24, 52:7, 57:17
years [13] - 2:25, 23:18, 30:1, 40:18, 41:13, 43:5, 43:17, 44:9, 47:17, 48:2, 49:13, 54:17, 57:2
yourself [3] - 42:7, 42:8, 46:19

Z

zoning [3] - 4:10, 35:13, 38:15
zoning's [1] - 38:16