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BOROUGH OF MONTVALE
COUNTY OF BERGEN
MAYOR AND COUNCIL

COUNCIL MEETING : TRANSCRIPT OF AUDIO
: OF PROCEEDING UP TO
-----X THE RECESS

Tuesday, November 14, 2017
Council Chambers
12 Mercedes Drive
Montvale, New Jersey 07645

B E F O R E:

- MAYOR MICHAEL GHASSALI
- COUNCIL MEMBER DOUGLAS ARENDACS
- COUNCIL MEMBER ROSE CURRY
- COUNCIL MEMBER ELIZABETH GLOEGGLER
- COUNCIL MEMBER DIETER KOELLING
- COUNCIL MEMBER TIMOTHY LANE
- COUNCIL MEMBER MICHAEL WEAVER

- MAUREEN IAROSSO ALWAN, MUNICIPAL CLERK/ADMINISTRATOR
- FRAN SCORDO, DEPUTY MUNICIPAL CLERK
- CHRISTOPHER DOER, BOROUGH ENGINEER
- DARLENE GREEN, BOROUGH PLANNER
- JOSEPH VOYTUS, BOROUGH ATTORNEY
- JEFFREY SURENIAN, SPECIAL COUNSEL
- MICHAEL EDWARDS, SPECIAL COUNSEL

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(Most names are spelled phonetically.)

1 (The following has been transcribed from
2 an audio file.)

3 (Agenda)

4 MAYOR GHASSALI: At this point in the
5 meeting we're going to move a couple of the
6 resolutions up and then there will be some votes
7 taken.

8 I would like to give the floor to our Special
9 Counsel, Mr. Jeff Surenian, to give an overview of the
10 Fair Share Housing Agreement and the three settlement
11 agreements and then, after that, the Finance Committee
12 Chairman, Mr. Tim Lane, will do some finance analysis
13 and then we'll go through the resolutions.

14 Mr. Surenian.

15 MR. SURENIAN: Good evening. My name is
16 Jeff Surenian. I'm an attorney for the Borough on the
17 Mount Laurel. I represent municipalities all over the
18 state, in affordable housing matters, in COAH matters
19 in particular. This is all my law firm does. We
20 represent municipalities more than any other.

21 FEMALE BOARD MEMBER: Use the microphone.

22 MR. SURENIAN: Thank you. -- negotiated
23 more than any other two law firms involved.

24 So where we are in this case is the court, we
25 had a case management conference with the court. As

1 usual situation, the court tried to impress upon us to
2 move this along. And as I said the last time, I
3 indicated that there was a lot of risk involved with
4 litigation and it is very important, in my opinion
5 (inaudible) in fact an unanimous opinion of all the
6 attorneys of the Borough that it's important to the
7 town to seize control over how it handles its zoning
8 so that it doesn't find itself in a situation where
9 developers have the upper hand and, and can decide the
10 future of the community.

11 It involves painful decisions.

12 It is never an easy thing to settle a Mount
13 Laurel case. It's not easy to kind of have to
14 relinquish the kind of densities that we would
15 otherwise prefer but the alternative to not settling
16 cases is you run the risk that developers take
17 control. In a community as desirable as Montvale,
18 that's the last thing that you would want.

19 And what we have before you tonight is a series
20 of four agreements where it's an opportunity to take
21 control, resolve litigation, control what happens on
22 sites that might be developed a lot more intensely but
23 for the settlements and control over how you plan to
24 satisfy your affordable housing responsibilities.

25 The next step should all these agreements be

1 approved is we would find ourselves in front of the
2 court, we would be asking the court to approve the
3 agreement.

4 Following that we would have an affordable
5 housing plan that would embody these agreements and
6 then we would be asking the court to approve that
7 plan.

8 The result of that would be what's called a
9 Judgment of Compliance and Repose and that Judgement
10 of Compliance and Repose would be your way of
11 insulating yourself from anyone that would try to sue
12 you or try to leverage you up to that point until the
13 year 2025.

14 It is possible with this judgment as with any
15 judgment that there might be changed circumstances
16 that would call for a revisiting of what you say your
17 obligations should be and we've anticipated that
18 potential and we planned for that potential and how do
19 we try to structure these agreements.

20 So, with that, I'll go through the agreements.

21 There's four agreements before the town.
22 There's an agreement with A & P. There's an agreement
23 with Hekemian that you are all familiar with. There's
24 an agreement with Hornrock and then there's an
25 agreement with Fair Share Housing Center.

1 What's significant about the agreement with Fair
2 Share Housing Center is it took the position that it
3 preconditioned with settling with us was because it
4 wanted to see the litigation resolved between us and
5 Hekemian and between us and Hornrock so that was an
6 important -- it's important for us to satisfy those
7 prerequisites so that we can have this agreement with,
8 with Fair Share Housing Center that pins down many of
9 the issues.

10 You may recall that the last time I was here I
11 indicated that there are some overarching issues that
12 need to be resolved to, to obtain this global
13 settlement. We had hoped to be able to tell you by
14 tonight that we had an agreement in principle with
15 Fair Share Housing Center. In fact, we have a signed
16 agreement with the Fair Share Housing Center and if
17 the town is so inclined and it authorizes the
18 resolution we can have a final agreement that's
19 binding on both parties.

20 The first agreement, A & P. The A & P site is
21 roughly 13 by (inaudible) and is being proposed to be
22 developed at a relatively low density, very low
23 densities compared to how it might otherwise be.

24 And we're talking about 8 units, the settlement
25 contemplates the construction of 80 units on, on this

1 land of which 16 would be affordable, for low and
2 moderate income households, a low income (inaudible)
3 moderate income households. A division of Toll
4 Brothers who is the contract purchaser is a very high
5 end project. And in fact the language in the
6 agreement, reflects that the developer has presented a
7 concept plan as a kind of a high end concept plan for
8 this site and, and that is the A & P agreement.

9 The other agreement is the Hekemian agreement.

10 How many people were here last time? Okay. So
11 I don't need to belabor this agreement.

12 And very roughly it contemplates 350 units on
13 the Mercedes site and the Glen View site. There would
14 be 308 units on the Mercedes site of which 44 would be
15 affordable rental units. There would be 42 units on
16 the, on the Glen View site of which nine would be
17 affordable. The nine affordable units may be for sale
18 or for rent on Glen View. The affordable units on the
19 Mercedes site would be rental units.

20 There's a significant amount of, of
21 non-residential development that would be part of this
22 mixed use project and the, the significance of the
23 Hekemian agreement is in a litigated mode there is a
24 lot of risk involved instead of having a mixed unit
25 project where the non-residential side of the project

1 would generate revenue they can insist on a fully
2 residential project which would double or potentially
3 double or even more than that increase the burden
4 associated with the purely residential construction.

5 So the settlement with Hekemian avoids forcing
6 the developer's hand to come after you in, in every
7 way that he can and try to hurt you on what your
8 number is in the first instance, what your adjustment
9 is in the second instance, whether you satisfy,
10 satisfy your adjusted number in the third instance.

11 What's left, that you don't have enough land to
12 address what's called the unmet need. The developer
13 could come in and make a lot of arguments to come in
14 and try to make it different and greater obligations
15 on what's called the unmet need.

16 This settlement resolves what happens on those
17 sites. This settlement avoids those substantial risks
18 in litigation.

19 I think the other thing that's significant about
20 the Hekemian agreement is if we can get from the
21 battle mode where we fought them and tried to get, we
22 tried to get everything we could from them. If you go
23 from the battle mode to the settlement mode I think
24 that there's going to be a radically different climate
25 than you have right now.

1 Right now we've been at logger heads. They've
2 been making demands. We've been pushing back. We've
3 been fighting. But the reality is once you get past
4 the point where, where you're okay, you're settled is,
5 it is in the interest of the developer to have a high
6 end product. Because the better his product the more
7 money he can make the better able he'll be able to
8 rent the units.

9 So once you cross this river and get to the
10 other side we're in a different ballpark. We really
11 have common interest.

12 Is it going to be -- are there going to be no
13 issues? I'm not telling you there's a Santa Claus.
14 But you're in a radically different position and you
15 have the ability to work together to get (inaudible).
16 There's a lot of a provisions in the ordinance that
17 will enable your Planning Board to make sure the
18 project looks and feels like something that you would
19 like in (inaudible) Montvale.

20 Hornrock, Hornrock is next. Hornrock is roughly
21 7 acres on the Park Ridge/Montvale border and there's
22 7 acres, as you all know, I'm sure, in Montvale. The
23 proposal for that project is for 185 units and that's
24 what the settlement is for with 20 percent, 37 of
25 those 185 being affordable to low and moderate income

1 households.

2 The typical set aside in a, in a rentals project
3 is a 15 percent set aside. Montvale negotiated for 20
4 percent and was able to secure an agreement for the,
5 for the 20 percent affordable family rental. That's
6 value to, to you because to the extent you generate a
7 surplus that enables you to insulate yourself against
8 events that may come up down the line.

9 The -- there is a concept plan associated with
10 the site. It's four units of residential over
11 parking. And, again, the, the next step in signing
12 the Hornrock agreement is there's going to be a
13 negotiation over the form of the ordinance where we
14 will try to make sure that there's provisions in the
15 ordinance that, that empower you to make sure that
16 it's the kind of project you want in your community.
17 That would be the next step.

18 If that can't be achieved then we could find
19 ourselves back to Square 1 but the, you know, the
20 concept plan that we have a path to resolving that and
21 avoiding having to have a litigation situation with
22 Hornrock.

23 Last and absolutely not least is Fair Share
24 Housing Center. Fair Share Housing Center, for lack
25 of a better word, in the vernacular, can make the life

1 of a municipality a living hell. We know that because
2 we litigated with the Fair Share Housing Center all
3 over the State. They intend to push the envelope very
4 far but we have an opportunity here to negotiate with
5 them and to get them to accept some provisions that
6 are very significant and very favorable to the
7 community.

8 So I will let Michael Edwards go into some of
9 the detail but in order to have and I'll just give you
10 a big picture now but in order to have a path to
11 finally resolve all issues you need to pin down
12 certain things. You need to pin down what's the Fair
13 Share number in a town that doesn't have enough land
14 to meet its Fair Share number. You need to pin down
15 what is the adjustment number that the municipality is
16 entitled to and once you have addressed the number
17 there's two parts that, that you're left with in the
18 terms of art you're left with Realistic Development
19 Potential, RDP, unmet need. The Realistic Development
20 Potential represents the number of affordable units
21 that could be theoretically constructed if every last
22 available and undeveloped site was developed with the
23 maximum practicable density with a 20 percent set
24 aside.

25 What's significant about the Realistic

1 Development Potential is it's a hard number. You have
2 to create a realistic opportunity for the Realistic
3 Development Potential. So when you go into court and
4 you say I want an adjustment, you have to go through
5 all these protocols to establish (inaudible) looks at
6 every site and agrees on what's developed and what's
7 not and come up with a number that is your Realistic
8 Development Potential. So you have to pin that down
9 in order to have a path to complete resolution.

10 The other thing you have to do is you have to
11 have a mechanism that you can show creating a
12 realistic opportunity for your Realistic Development
13 Potential. So it's another key ingredient to a global
14 resolution of your Mount Laurel issues. The, the Fair
15 Share Housing Center settlement addresses that.

16 The third thing that's important is you need to
17 quantify how much of your land or how much of your
18 obligation don't you have enough land to address. So
19 to say it another way, what is your unmet need?
20 That's a much more discretionary, gray area.

21 And in that area you need to try to encourage
22 redevelopment and you are generally required to adopt
23 overlay ordinances and things of that nature to try to
24 encourage redevelopment. So that, in reality, can be
25 problematic or can be relatively controlled.

1 In this instance we have a way to control that
2 and to, and to determine where this, where the lands
3 would be that we would allow redevelopment and to
4 control the kind of densities that are involved.

5 So those are the ingredients, those are the
6 issues that are covered in the Fair Share Housing
7 Center settlement.

8 And I think I'll turn it over to Mike for
9 anything that he might want to, with regard to that
10 settlement.

11 MR. EDWARDS: I'll be brief because
12 (inaudible) in favor of your settlement, Fair Share
13 Housing Center agreements for the project developer,
14 Jeff has gone through.

15 But Jeff had kind of painted the primary and
16 first units. We had an opportunity (inaudible) what
17 do your Fair Share report on really affordable housing
18 can provide. (Inaudible) there's also a prior round of
19 Fair Share, there's no dispute as to that.

20 (Inaudible) your prior round obligation is 255 units.

21 The dispute really came with respect to your
22 Round III obligation. Your own experts said it was
23 fine, 538. The Fair Share Housing Center said it was
24 779. The negotiated number of 542. That's a 30
25 percent reduction off your Fair Share Housing's number

1 end up being (inaudible) overlay the number of, you
2 could have (inaudible).

3 As, as Jeff was saying, you guys don't have
4 sufficient land to do, to do proper (inaudible) units.

5 You do have sufficient land to do 181 units. So
6 you agreed to satisfy your prior, 235, and do an
7 additional 181 units of real estate development
8 potential which was a residual obligation of 185 --
9 365 units.

10 As to how you meet your 255 prior obligation,
11 there is no really new or novel mechanisms beyond what
12 is proposed in the Round II plans. There is some
13 modifications but (inaudible) Round II plan as to how
14 you meet your Round III RDP is that 160 of those will
15 be redevelopment, roughly 163 will be redevelopment we
16 talked about in the bonus credits generated as a
17 result of those three (inaudible).

18 Everything else goes in one small preliminary
19 site (inaudible) everything else you have is already
20 under construction or before the zoning board.

21 So we have three big ticket items, are Hornrock,
22 Mercedes-Benz and A & P and with those mechanisms you
23 create a surplus of 44 units above and beyond your RDP
24 and specifically that surplus would be (inaudible)
25 mechanism so Fair Share Housing Center would be able

1 to say those 44 units apply to residual (inaudible)
2 units.

3 We negotiated a provision that says expressly
4 that those 44 units apply to change in circumstance.
5 So if your (inaudible) unit obligation goes up as a
6 result, as a result of some (inaudible) like Sony
7 leaving or like Mercedes-Benz leaving or like A & P
8 leaving, you don't have to zone that site for
9 affordable housing (inaudible) now, you get to use
10 that surplus as a cushion in the event of future
11 redevelopment.

12 So, so that's how you get your 181 units, that's
13 how you generate the surplus and that's a benefit of
14 surplus. As a result of 364 unit residual obligation.
15 There are two really primary (inaudible) addressing
16 that. One is overlay zoning which I'll go through
17 first and the second is (inaudible) set aside units.

18 So that's the overlay zoning. We are able to
19 negotiate favorable density. We create two overlay
20 zones, one over (inaudible) is commonly referred to as
21 the Annie Sez site and one of the D1 District
22 (inaudible).

23 There are two -- you know, each of these overlay
24 zones would be (inaudible). Each one would be a
25 maximum of three stories.

1 Annie Sez and the, and west of the train tracks
2 will be a maximum of 12 units per acre and the other
3 portion of the D1 Zone would be (inaudible) use. And
4 then, you know, the second component, (inaudible) on
5 the mandatory set aside ordinance, that simply says if
6 the Borough would permit multi-family housing
7 (inaudible) your set aside as a result of that.

8 You are in the driver's seat as whether you want
9 to permit multi-family housing and you basically said
10 you do (inaudible) affordable housing.

11 I would say those are the primary terms of the
12 settlement agreement. (Inaudible).

13 MAYOR GHASSALI: Thank you.

14 If you want to start from the beginning again.

15 There are some, some trying to take seats.

16 Next in the process what we will be doing is
17 Councilman Tim Lane will be giving a preview of the
18 finances of the tax revenue coming in from all these
19 applications and then I will have a brief statement
20 and then we'll open it to the public where we will be
21 limited to five minutes per person because it's a
22 packed agenda.

23 And then we'll go to the resolutions where the
24 council, where the council members will have a chance
25 to speak at each of the resolutions.

1 So the chairman of the Finance Committee is Mr.
2 Tim Lane who worked together with, with Councilwoman
3 Liz Beth Gloeggler to work on the numbers with the
4 CSO.

5 And we were supposed to use the screen but it is
6 (inaudible) connections so we have to use the numbers
7 that he has.

8 Councilman Lane.

9 MR. LANE: I just want to wait a second
10 while they hand out a copy of the exhibit.

11 Sorry, guys, we're not electronically able to
12 project it.

13 Make sure everybody has it.

14 Everybody good? (Inaudible).

15 Okay. This is a relatively simple exhibit. It,
16 it shows the, it shows five properties that are um-um
17 due to come on-line in the event of these settlements
18 being accepted.

19 Obviously, the, the first one, Wegman's, is
20 already in place. And it, it -- I'll walk you across
21 the columns.

22 The first column just shows the current tax
23 revenue that we had leading into this year for each of
24 these properties. The second column is the projected
25 tax revenue, total tax revenue for the same property

1 after development.

2 The third is the projected additional tax
3 revenue so it's basically Column 2 minus Column 1.
4 And then the, the next column is the projected
5 municipal share.

6 So I've listed out the percentages that apply
7 to, for each of the different categories as to where
8 your tax dollars go. So any dollars that come in to
9 town, 24.4 percent goes to the municipality for its
10 projects, .22 percent goes to the open space fund
11 which is a small number but 1.62 percent goes to the
12 library, that's statutory.

13 The County gets 11.76 percent and 62 percent
14 goes to the schools.

15 So about a quarter of your dollars goes to the
16 municipal budget.

17 If you take a look at the projected additional
18 tax revenue for these five properties that column is,
19 you know, the third column with numbers, you look at
20 the bottom, the total is 4.3, almost 4.4 million. The
21 municipal share that would be 24.4 percent or
22 1,069,547. These -- that, that is the additional
23 amount that would be raised for the municipal budget
24 from, from these properties as projected.

25 If, if the, if that dollar amount is used, this

1 is where it gets a little tricky, is used simply as
2 tax relief so we don't do anything with it but, but
3 actually use it to lower your tax bill actually we
4 will collect less, right, because you're reducing the
5 tax rate and so it's a little bit of, you kind of have
6 to -- it, it, as it comes down it actually reduces the
7 amount that you're, you're gaining from taxes.

8 But, essentially, that money is available to us
9 for tax relief, for capital purposes, for, you know,
10 fixing roads. The (inaudible) spending cap, there's a
11 tax levy cap and a spending cap. The spending cap is,
12 is, you know, relatively close to, to -- we're, we're
13 up, kind of up against the cap. But if you have to
14 provide services for, as a result of new construction
15 that's exempted from the cap.

16 If you float the debt issue and you need to, and
17 you're using it for capital, that's exempted from the
18 cap. We have not -- you know, this is obviously not
19 money that's even come in yet so we haven't talked
20 specifically what it would be used for but the theory
21 of this, that is the municipal portion that could come
22 in. And typically you're going to look at
23 theoretically some tax relief from this and some, some
24 additional services that we, we want to bring in to
25 the town and, and probably, you know, something like

1 \$400,000 additional to pave new roads.

2 If you then move your way over to the projected
3 school share, the number at the bottom there is 2.7
4 million. Now the schools are also subject to a cap.
5 And one of the issues that we obviously are concerned
6 about as we look at affordable housing and the
7 development of additional residences in town is the
8 impact on the schools. The schools are not able to
9 just raise their, their spending willy-nilly because
10 of that cap.

11 I don't know -- I, I know the specifics as it
12 relates to the municipal finance. I would have to
13 defer to somebody who's more familiar with school
14 budgets. But in the event the school did need to
15 float a bond issue in order to either do new
16 construction to build new facilities, I believe the
17 2.7 million could be utilized for that or if it's, if
18 it's used for tax relief, if the school isn't allowed
19 to use that and it reduces taxes, money is fungible so
20 any subsequent bond issue would, would add on to your
21 taxes.

22 So thinking of it simplistically, if that money
23 can't be used for operating expenses but can be used
24 to float a bond issue, that would represent a pretty
25 significant capability over a 10 or 20 year period for

1 facilities.

2 I don't know enough about where the State is
3 going to go with respect to these caps. There's been
4 some discussion that the governor elect is going to,
5 to make some changes on, on the issue of caps both on
6 the municipal side and possibly on the educational
7 side. But I think the most important point is that
8 subject to, subject to the, the, I'll say the
9 assumptions we have utilized here, this is roughly
10 what the financial picture looks like.

11 Obviously, the properties that are being
12 replaced did not generate kids. They -- so the
13 schools are the ones that we expect to have, you know,
14 a differential impact versus corporate properties.

15 The only other revenue item I haven't included
16 in here is in the event a hotel as proposed would get
17 built on the Hekemian property that generates a
18 separate and distinct hotel tax which goes directly to
19 the municipality. It doesn't get shared with the
20 schools or the County. So that's like, for example,
21 the situation we face with the Courtyard. That money,
22 that additional hotel tax, I don't know if you stayed
23 there or at any hotel you see it on your bill, that
24 goes directly to, to the municipality and that's just
25 a straight, a straight revenue item.

1 The expectation, obviously, as, as we look at,
2 at the overall financial impact on the Borough is that
3 we will incur additional expenses with, with
4 additional development.

5 Some of the expense we're going to incur are,
6 are going to be offset by some things we don't have to
7 do if we're trading, frankly, corporate traffic at
8 peak times with residential traffic.

9 But overall, you know, the top line is that
10 probably the schools, you know, get the most expense
11 hit but it and it does appear that there will be a
12 financing mechanism through the additional properties
13 that we're, we're talking about to finance some, some
14 additional facilities.

15 But, again, I have to caution, I'm not an expert
16 in school finance. I would, I would want to talk to,
17 to the administrators of both the, the regional
18 district and the local district as to how they would
19 go about being able to utilize the bond issue if they
20 (inaudible) needed a new bond issue. It's pretty
21 clear they are subject to 2 percent tax on straight
22 operating revenue.

23 Mayor, I don't have anything else. If you have
24 any added questions.

25 MAYOR GHASSALI: As for the schools, we

1 are forming a functional committee between the two
2 school systems, the council liaisons and our CFO to
3 look at what can be spent, how can they spend it and
4 what do they need based on the projection of the
5 students that are incoming.

6 As far as the questions when the council gets
7 the turn, if you have anything specific as to this we
8 can give it to -- you can ask the Chairman.

9 At this point, there's a slight change in the
10 process where I'm going to make a brief statement and
11 then open it up to the public and then the Council
12 will have their statements and then we will go through
13 each of the resolutions.

14 So it has been nearly two years, countless
15 hours, expensive resources traveling across the State
16 and meetings with local and State law makers. We have
17 had (inaudible) dates, at times we did say things to
18 each other we did not mean. And we had good feedback
19 messages and some good and some not so good, having a
20 police report on some of these messages. We hired the
21 best of the best and everyone we talked to said to
22 settle and we voted no. And then we voted to table
23 one settlement agreement. We made it all the way to
24 the chambers of the judge, the end of the line, and in
25 Judge Toskos's words, it would be in your best

1 interest and the interests of everyone to settle, not
2 to have me settle it for you. We made it very
3 clear -- he made it very clear that we should settle.

4 When we spoke to the developers we, we also made
5 it very clear to them we need buildings that fit our
6 character, we do not want (inaudible) buildings or
7 towers. So we talked, met for the past several months
8 to ensure that we exhaust all options.

9 No one up here is happy about the unfortunate
10 and, frankly, unfair the situation that the State, the
11 legislature, the Supreme Court have placed us in. And
12 I have not been shy to tell the courts and law makers
13 that, that they created chaos and left us to the clean
14 it.

15 And while we would have loved Mercedes to stay
16 or hotels not to move in, we do not have the luxury of
17 waiting for a miracle to happen. We have an
18 obligation to take the steps that we believe are the
19 best for Montvale in the face of an extremely flawed
20 affordable housing process.

21 While all the developments up for a vote tonight
22 might not be what I would want for these sites in an
23 ideal world, in my opinion the litigation against
24 multiple developers and Fair Share Housing is a
25 process that is weighted heavily against

1 municipalities simply possess an unacceptable
2 settlement to our community. Hundreds of proposed
3 units will quickly turn into thousands, hotels,
4 restaurant and new office buildings will disappear
5 from the developers' proposals.

6 If we were to lose our immunity, municipal
7 control over architecture, layout and design would be
8 non-existent. Our Master Plan would be determined for
9 us. All local control over our zoning and planning
10 would be taken away. Multi-family residential
11 development in existing corporate zones would quickly
12 migrate closer to and even into single family
13 residential districts.

14 This is not fear mongering, my friends, it is
15 reality and as elected official representing all
16 residents of the Borough of Montvale, I simply could
17 not, in good conscious, allow this to happen.

18 I know some of you would want us to continue to
19 fight. You should know by now that I am not one to
20 run away from a fight but there are times when, after
21 a long fight and the judge and the courts are not
22 siding with you is when you stop and you analyze.

23 I believe we have negotiated a series of
24 settlements that are in the best interest of the
25 Borough and that we ensure the construction of high

1 quality developments that will reflect the standards
2 that our residents expect.

3 So at this process there will be numerous
4 opportunities for the public and board officials to
5 provide input on proposed developments. I am
6 confident that with the feedback from our residents
7 and from our experienced board members that the final
8 developments will be something that all Borough
9 residents can be proud of.

10 It is our responsibility, as elected officials,
11 to protect our town. We are on the edge of having
12 immunity until 2025. This will give us a chance to
13 breath and to plan for what's to come in 2025.

14 You should also know that about the \$4,000,000
15 that Councilman Lane just spoke about will be coming
16 from these developments. This is money that we can
17 use to invest in our roads, reduce our taxes and add
18 services. We deserve it after all this hard work.

19 We have the school planning committee to work on
20 the needs of the additional students and the committee
21 to develop downtown.

22 I am content we have exhausted all our options
23 and that by locking our town with these agreements
24 would put us in a much better place.

25 I want to thank all Council members, the

1 Planning Board members, all the staff and
2 professionals that worked very hard to protect our
3 town and especially I want to thank you all. You show
4 that you care by you being here and all the other
5 meetings that you have been here. It is even a bigger
6 motivation for us to work extra hard seeing you here
7 and hearing from you.

8 It is for us to protect what we have invested in
9 this town, our homes, our schools and our way of life.

10 I will now ask for a motion to open the meeting
11 to the public for comments from the public limited to
12 five minutes.

13 COUNCILMAN LANE: So move.

14 MAYOR GHASSALI: Second.

15 MALE BOARD MEMBER: Second.

16 MAYOR GHASSALI: All in favor?

17 (Aye).

18 Members of the public who wish to speak on
19 anything we talked about on the agenda please step
20 forward. And name and address, please.

21 Come once.

22 MALE SPEAKER: Jay Koester (phonetic)
23 (inaudible) Drive. It sounds like this is going to go
24 through tonight. So I think the least we can do for
25 the town, make sure we can (inaudible). So the Mayor

1 mentioned immunity in this State and counsel
2 (inaudible) I'm assuming that's (inaudible).

3 MAYOR GHASSALI: Yes.

4 MR. SURENIAN: Yes. It's a very important
5 concept and I should have mentioned it. I'm glad the
6 Mayor mentioned it.

7 What immunity means is that you have the, you
8 have protection from developers that sue you. That,
9 that there are interested parties, developers are
10 entitled to come to hearings and object and try to
11 leverage you. But when you have immunity, you get the
12 right to say I control how I satisfy my obligations
13 not that developer. And, you know, and it puts you in
14 a better posture when you're negotiating with
15 developers.

16 That we have temporary immunity that the judge
17 is going to revisit this month. In fact, I think like
18 later tomorrow or the next day we're going to have a
19 -- the judge has scheduled a case management
20 conference by phone because he wants to know were we
21 listening or weren't we listening when he called us
22 down to strongly suggest maybe you ought to settle
23 this case.

24 And so there is not any doubt in my mind that
25 once he sees that we settle all these cases he's going

1 to be very happy and I don't think there's going to be
2 any issues about getting immunity to the point where
3 we have the hearings first on the agreements and then
4 on the plan. And then what happens, once the judge
5 approves the plan, it triggers another extension of
6 immunity to 2025, July 2025.

7 So the, the, the mission of when you represent a
8 municipality is to keep them protected. Right now
9 they're protected.

10 To the extent that these agreements are, that
11 they don't go through, we run the risk of the judge
12 runs out of patience and says I'm not going to give
13 you immunity any more and then, and then all hell
14 breaks loose.

15 That happened in South Brunswick. Seven
16 developers filed Builders' Remedy suits against South
17 Brunswick.

18 So it's really important to preserve your
19 immunity.

20 MALE SPEAKER: (Inaudible) getting this
21 consideration. It's been till 2025. Is there any way
22 that immunity could be undone?

23 MR. SURENIAN: Well, you have to do what
24 you promised.

25 MALE SPEAKER: So --

1 MR. SURENIAN: Okay. So if you, if you
2 say I'm going to do A, B and C and you do A, B and C,
3 you're in good shape.

4 There's a five-year point where the court
5 reexamines and says, you know, is this working or does
6 anything need to be revisited. It's in the statute.
7 And, therefore, it's reflected in the Fair Share
8 Housing Center agreement. We can't avoid that so
9 we'll cross that bridge at that time.

10 2020 is not really far off in the grand scheme
11 of things so I wouldn't expect anything dramatic to
12 happen then. But as long as we're proceeding in good
13 faith, as long as we're doing what we promised to do,
14 we should be in good shape.

15 Now there might be changed circumstances. There
16 might be a site that did not count towards the RDP.
17 Now the RDP before from Round II that comes available
18 for development. And that developer may come in and
19 say, you know, you got your number adjusted from 550
20 down to 200, just taking out round numbers. I can
21 help you do more. Okay. And we anticipated that
22 possibility and all these settlements they go through,
23 we have a 44 unit surplus, right, 44.

24 And, and what that means is that puts us in the
25 driver's seat. Someone comes along and says, here I

1 am, you have to zone my -- we, we get to say two
2 things. We get to say if we like it, okay, if we
3 don't like it we get to say not okay.

4 We have a surplus. We're planners. If the
5 court agrees with you that your site could generate an
6 RDP, that it's a suitable site for a higher density
7 and decides to give us a higher RDP, we have 44 units
8 in the bank that we can apply against that.

9 And the other thing that we have, the other
10 provision that's really important is if, let's say we
11 exceed that 44, the developer doesn't just get to come
12 in and leverage us. We get to decide how we satisfy
13 any RDP over and above that 44.

14 So if someone comes in and says I'm going to do,
15 I can give you 90 units as opposed to 44, we get to
16 cut them in half out of the gate and then we get to
17 say as to that additional 46 or whatever the number
18 may be, we want to do it our way not your way. And,
19 and we -- and it's a very unusual provision in a
20 settlement agreement with Fair Share Housing Center.

21 They told us, you know, this is the first -- we
22 really, we really had to push them to say, you know,
23 we want the right to apply that surplus to this
24 changed circumstance and they agreed to that as
25 opposed to saying you got a big unmet need and apply

1 it to the unmet need.

2 MAYOR GHASSALI: Five minutes. We'll hear
3 from everyone and then if there's more, you can come
4 back. (Inaudible).

5 MAYOR GHASSALI: Jeff, speak more, please.

6 MR. SURENIAN: I'm sorry. I took up your
7 five minutes.

8 MALE SPEAKER: Well, I just want to point
9 out that the 44 units surplus respectively and RDP
10 goes up so, two, (inaudible) actually more because
11 (inaudible).

12 MALE SPEAKER: That's -- when you
13 mentioned change in circumstances (inaudible) so
14 something happens, say worse case scenario (inaudible)
15 and couple years, is that 44 unit surplus going to be
16 enough to insulate us to, against liability.

17 FEMALE BOARD MEMBER: Michael, could you
18 please use the microphone, please.

19 MR. EDWARDS: Your vacant land analysis is
20 predicated largely upon your project yield on
21 Hekemian, on Mercedes, on Hornrock so you take 20
22 percent of that number, you know, of the total units
23 and that's your RDP for those sites. On all the
24 residual sites in town it's presumed 8 units an acre.
25 So, you know, if you presume 8 units an acre with a 20

1 percent set aside that gives you a cushion of 44 units
2 on, roughly 30 plus acres would have to become
3 available in an inclusionary context for you to eat up
4 your entire 44 unit surplus.

5 MALE SPEAKER: The possibility does exist
6 to (inaudible).

7 MR. SURENIAN: Absolutely. And, you know,
8 you would have an obligation to the extent, you know,
9 you ate up your surplus and generate additional RDP
10 you, you would have an additional obligation to
11 satisfy that additional.

12 MALE SPEAKER: Just to be clear this isn't
13 a full and complete settlement (inaudible).

14 MR. SURENIAN: So you never -- it's -- if
15 you're saying to the court I need an adjustment, I
16 can't do my full quota, it's always a limited
17 settlement whether it's (inaudible) before COAH or any
18 other context you are getting an adjustment, you are
19 getting a lower number because of your lack of land so
20 as land becomes available theoretically your adjusted
21 number adjusts again upwards.

22 MALE SPEAKER: All right. (Inaudible) as
23 a settlement but not necessarily the case (inaudible)
24 not more, more than any other kind (inaudible).

25 MR. EDWARDS: No doubt because we're

1 seeking (inaudible) the right to apply the surplus to
2 that scenario so most other communities, that surplus
3 is going to be unmet need and (inaudible) we have a,
4 an insurance policy. It's written to serve the 44
5 plus rental (inaudible) but it's, it's significant.
6 And, and it's a risk that every town that lacks land
7 would have to deal with.

8 The alternative is to have a, create a realistic
9 (inaudible) with an unrealistic number of the
10 unadjustment number.

11 MAYOR GHASSALI: Jeff, we need to move on
12 so keep your questions and response short.

13 MALE SPEAKER: Just, just to be fair, I
14 thought we were settling this for the purpose of peace
15 (inaudible) we don't have to worry about any further
16 (inaudible) redevelopment.

17 That's not necessarily the case. From what I'm
18 hearing that possibility still exists and we
19 (inaudible) that might actually.

20 MR. SURENIAN: You can sleep as peacefully
21 as possible. A town that secures a vacant land
22 adjustment always runs a risk because there's a
23 Supreme Court case on it that Fair Share Housing
24 Center litigated called Fair Share Housing Center
25 versus Cherry Hill, that if a court approves a plan

1 based upon a certain set of circumstances and
2 circumstances change, it could trigger an obligation
3 or recalibrate the RDP.

4 We've done the most that you possibly can in
5 that circumstance. We have created a bank for you so
6 that you have a certain amount of leverage and a
7 certain amount of peace.

8 Is it 100 percent, is it bullet proof? Is it
9 possible that they could exceed that? Yes, it's
10 possible. But you can't do better than, than what
11 we've achieved here unless you find ways to produce
12 more affordable housing and then eliminate the
13 adjustment and that's where you don't want to go.

14 MALE SPEAKER: I just want to make clear
15 that this is in fact a limited settlement not
16 (inaudible) no matter how good a deal it is --

17 MR. SURENIAN: There's always risk. I'm
18 not going to --

19 MALE SPEAKER: (Inaudible).

20 MR. SURENIAN: What's that?

21 MALE SPEAKER: Represent a true settlement
22 agreement.

23 MR. SURENIAN: It is a true settlement
24 agreement and, and it's a settlement agreement that
25 guards you, guards you against all the risks that you

1 have.

2 Part of the deal when you say I don't have
3 enough land to meet my obligation is you run a risk
4 that there's a circumstance that changes.

5 MAYOR GHASSALI: Guys, guys. Just hold
6 on. We went overtime.

7 Because there's many people, we'll come back to
8 you. I promise you.

9 MALE SPEAKER: How long do I have to wait
10 before I come back?

11 MAYOR GHASSALI: Well, let's -- you have
12 taken the whole time right now. Let's hear from the
13 rest and then come back to you. I promise you.

14 FEMALE SPEAKER: Good evening. First
15 congratulations to our elected members.

16 MAYOR GHASSALI: Your name, please.
17 Just --

18 FEMALE SPEAKER: (Inaudible) Evans,
19 Montvale, New Jersey, 45 years here (inaudible).

20 Congratulations to our elected members of
21 Montvale, Councilman Arendacs and Councilwoman Curry
22 making (inaudible) with wisdom and serving with
23 courage, you and your families be blessed with this.

24 (Inaudible) regarding the resolution first I
25 thank Councilman Weaver for his resolution and

1 majority of, allowing this additional time to discuss
2 these matters with the developers (inaudible).

3 Third, my testimony tonight will be quite
4 different. We had enough -- Governor Elect Murphy
5 (inaudible) been elected because, as we know, his
6 family foundation is a major contributor to Fair Share
7 Housing so practically speaking (inaudible) direction,
8 a little bit different had (inaudible) been elected.

9 (Inaudible) three different thoughts. Another
10 one about the (inaudible) of these sites potentially
11 provided for buildings (inaudible) and the last was
12 that (inaudible) -- movie theaters. I turn your
13 attention to (inaudible) street that confirm my prior
14 statements about the demise, the lack of a need for a
15 movie theater in Montvale. (Inaudible) continue
16 millennials, movie theaters, the millennials have to
17 develop (inaudible) even with the newly offered movie
18 passes and subscription service for a Netflix
19 cofounder (inaudible) service the 9.95 per month movie
20 theaters (inaudible when possible).

21 No. 2, architecturally delightful, western
22 contemporary, farmlike. I, I almost ran into may be
23 ran over (inaudible) that excited, how very delightful
24 the (inaudible) was in the Wegman's area. I only hope
25 that he, what he did there will be the same in the new

1 development and I'm thinking of something farmlike.
2 I'm sure that will create an architectural (inaudible)
3 created passionate.

4 (Inaudible) Montvale taxpayers regarding these
5 developments, regarding opposition (inaudible) with
6 passion.

7 In response before I'm making a statement
8 passion (inaudible) such a passion extends from that.
9 Citizens here before then absolutely (inaudible)
10 before tonight asked for or crossed (inaudible)
11 analysis without, until tonight, any produced, that
12 request which is a fact and that fact was ignored
13 until tonight. In fact, I wonder why we are so
14 excited like getting something like \$800,000 and the
15 County gets half of it and our roads are in deplorable
16 condition as you well know.

17 Regarding passion in Americans' history
18 (inaudible) until now the passion that came in the
19 nation as well as (inaudible) outrage James Madison
20 educated in (inaudible) and father of the United
21 States Constitution was provoked (inaudible) his
22 justifiable anger, his passion based upon fact, let
23 him run for political office for passion (inaudible)
24 is not purely emotional, it's springs (inaudible)
25 known facts (inaudible) that. (Inaudible) has anyone

1 criticizes what they only see as passionate,
2 disrespect or understand(inaudible) such a case.
3 (Inaudible) it does not take a majority, irate
4 minority (inaudible).

5 I close, may this culture (inaudible) fact and
6 oppression. (Inaudible) have kind respect in this
7 chamber so that such freedom we have fought for
8 protected and handed over to, to our children and
9 childrens' childrens. Thank you.

10 MAYOR GHASSALI: Thank you. Good evening.

11 MR. PAULSEN: Brian Paulsen, 25 Eagle
12 Ridge, Montvale.

13 A couple quick questions. First off, is this --
14 are these proposals basically the same as what we
15 heard at the last meeting? (Inaudible).

16 MAYOR GHASSALI: Each one of them was
17 different. The Mercedes one was different. The
18 Hekemian one, the, the very first one that we voted no
19 to, we were supposed to get the Glen View property and
20 we would build it at our own expense and it would be
21 for 69 units affordable housing. That would cost
22 anywhere from 10 to 15 million dollars.

23 The follow-up plan was now is they, they will
24 build it and it will be inclusionary so it will not
25 all be just affordable housing.

1 MR. PAULSEN: Sorry. (Inaudible) just
2 from the previous meeting that we were at.

3 MAYOR GHASSALI: The one we tabled?

4 MR. PAULSEN: The one that we tabled, yes.

5 MR. SURENIAN: I think that the answer to
6 your question, if I understand you correct, the
7 numbers are the same, how many units. I think that
8 there's language in the ordinances themselves that
9 talk about some control over architectural and
10 visuals and things of that nature. And, you know, I
11 think, as I indicated, I think if this goes through,
12 that those discussions will continue and I think
13 you're going to get a, a pretty project for lack of a
14 better term.

15 MR. PAULSEN: But these are basically
16 (inaudible) Hekemian project still basically rentals
17 not (inaudible).

18 MAYOR GHASSALI: Correct.

19 MR. PAULSEN: The next question, do we
20 have a time line on these projects or because I'm
21 wondering in terms of (inaudible). If, if we accept
22 this tonight our taxes, we don't (inaudible) get 1.6
23 million tonight.

24 MAYOR GHASSALI: No.

25 MR. PAULSEN: What's the time line on

1 this?

2 MR. SURENIAN: I don't know about the
3 revenue but in terms of when the development starts,
4 there will be a requirement to adopt the ordinances.

5 In essence, what we're giving in this
6 negotiation is rezoning. So we're going to have to
7 adopt the ordinance. It's going to be a fairness
8 hearing where the ordinance, where the agreements
9 needs to be approved and then the developer is free to
10 make a development application and that takes time.
11 You know, it's going to take time to process those
12 applications.

13 The public is going to have a lot of concern,
14 how does this look, how is this going to be developed
15 and once the developer gets approval then, then
16 they're off. I think market forces may impact on how
17 quickly things get constructed.

18 MR. PAULSEN: So is it fair to say, is
19 they're saying (inaudible).

20 MAYOR GHASSALI: Easily because we have to
21 submit the plans to the Planning Board, the plans have
22 to be approved, public hearings, easily a year, two
23 years.

24 MR. PAULSEN: And then in terms of we talk
25 about (inaudible) houses or families coming into

1 Montvale so they risk building the projects.

2 People mentioned the schools. Again just we
3 have to spend 25 million or whatever the number is
4 after these are all built, you know, because the kids
5 are already going to be here and (inaudible) we're
6 going to have to do some construction and building of
7 our own as they're doing the building. So what's the
8 plan on where all these revenues are coming from?

9 Are we going to increase the taxes then or do we
10 have a surplus to cover all that potential?

11 MAYOR GHASSALI: Well, the school
12 committee has to determine how many students are
13 coming based on their formulas between the High
14 School, between the K through 8. So the school, the
15 two superintendents (inaudible) the committees, our
16 committee have to figure out how many students are
17 actually coming in and what the needs are and what the
18 kind of extension, if there is any and wherever they
19 go. So that's a year, two years also until that's all
20 figured out.

21 MR. PAULSEN: And what about other
22 essential municipal services, police, fire
23 (inaudible)?

24 MAYOR GHASSALI: Yeah. That's also we
25 have to work on that.

1 MR. PAULSEN: May I -- yes and no, the
2 plan is you build that as the builder is building not
3 wait until he's done and then you start?

4 MAYOR GHASSALI: Don't forget, there were
5 4,000 employees when Mercedes and A&P and Sony were
6 there. Between deliveries, employees, over 4,000
7 employees so our roads afford those number of people.
8 The sewer system, we were looking to see if our sewer
9 system need to change now because it was built for
10 that many people.

11 So the systems are in place and as soon as we
12 see the plans coming in, what kind of requirements
13 they need, we have to plan for that.

14 Okay. Thank you very much.

15 MALE SPEAKER: (Inaudible) two questions.
16 The projected revenue chart, it's for what period of
17 time, every year?

18 COUNCILMAN LANE: It's annual.

19 MALE SPEAKER: Annual.

20 The second quick question, the 2025, that's a
21 date which obviously someone (inaudible).

22 Can you explain basically what happens
23 (inaudible) --

24 MR. SURENIAN: Yes. The way the Mount
25 Laurel doctrine is set up is there are housing cycles.

1 We're now in the third housing cycle. And to counsel
2 on, the legislature enacted the Fair Housing Act,
3 created COAH, charged COAH with the responsibility of
4 establishing the rules for each housing cycle.

5 So we're -- since COAH walked off the job, the
6 Supreme Court in 2015 gave the job to the trial courts
7 to do COAH's functions to figure out what the rules
8 are. So they're establishing rules that will cover us
9 for the third housing cycle that will expire in July
10 of 2025.

11 By that point, there will be the fourth housing
12 cycle and we're going to have to deal with this again.
13 And at that point there will be however much land
14 there is, whatever vacant land adjustment you are
15 entitled to today presumably you would be entitled to
16 an even greater adjustment then as land gets
17 developed.

18 And the other thing that I would find to be
19 surprising is that there would not be significant
20 changes to the Mount Laurel doctrine by the year 2025.

21 I mean this doctrine has been primed and ready
22 for reset and it's hard to imagine that there won't
23 come a point in time where, where the doctrine gets
24 reexamined. We're not there now. I would have
25 thought that it would have happened over the last

1 administration. It did not.

2 What happened was COAH walked off the job
3 instead of creating rules that were favorable to
4 municipalities.

5 Thank you.

6 MAYOR GHASSALI: Anybody else? The
7 gentleman in the back.

8 Good evening.

9 MALE SPEAKER: Good evening. I'm
10 (inaudible) I've been a resident for 49 years. I'm
11 trying to get my head around the numbers. It seems
12 that I'm guessing that there will be a 20 percent
13 increase in business and I'm (inaudible) at 20 percent
14 increase I'm (inaudible) facility taxes. It just
15 doesn't make sense to me.

16 MALE SPEAKER: That, that 20 percent
17 increase is paying --

18 MALE BOARD MEMBER: I'm saying
19 additional --

20 MALE SPEAKER: Just off those properties?

21 MALE BOARD MEMBER: 70 percent of the
22 total tax.

23 MALE SPEAKER: Of the town?

24 MALE BOARD MEMBER: Of the -- yeah.

25 MR. SURENIAN: No. No.

1 MALE BOARD MEMBER: No. Only as it
2 relates to these five properties. The town's tax
3 revenue is over 10 million so it's, it's -- yeah.

4 MALE SPEAKER: Thank you.

5 MAYOR GHASSALI: Anybody else?

6 Okay. Going once --

7 MALE SPEAKER: Hi. (Inaudible) I just
8 have a few questions (inaudible) this conversation.
9 (Inaudible) the 44 acre units and (inaudible) based on
10 the settlement of 30 acres (inaudible).

11 How does the work plan if we build on a much
12 smaller scale (inaudible) property opened up and put
13 (inaudible) units on there, how does that -- if we get
14 10 units (inaudible) COAH housing, how does that
15 impact where we're at?

16 (Inaudible) how does additional, how does that
17 impact, will that --

18 MR. SURENIAN: I'm not sure I'm following
19 your question.

20 MALE SPEAKER: (Inaudible)

21 MR. SURENIAN: Let's, let's -- let me just
22 try to get the setting clear. So we're approved -- is
23 that what you're positing.

24 MALE SPEAKER: Yeah.

25 MR. SURENIAN: We're approved and now

1 something happens?

2 MALE SPEAKER: Yeah. (Inaudible)
3 revisiting after five years something happens.

4 MR. SURENIAN: Let's deal with, let's deal
5 with I think the 584 issue is kind of a different
6 issue.

7 So let's say that someone comes along whose site
8 is developed now and, and so they don't count towards
9 this Realistic Development Potential, comes along and
10 they say I want to develop my land, I want to
11 redevelop my land.

12 Is that, is that what you're suggesting?

13 MALE SPEAKER: Correct. And saying here
14 are our numbers. We have immunity. You say you can
15 do (inaudible) per acre. (Inaudible) They say okay.

16 MR. SURENIAN: Okay. Let me play that out
17 for you.

18 Okay. So the developer comes along and the
19 developer says, you know, they're not going to come in
20 at a low density. They're going to come in at a high
21 -- the way it works is, is --

22 MALE SPEAKER: I'm trying to save some
23 time. I'm saying (inaudible) to you, saying this is
24 (inaudible) 50 units, 10 are affordable housing. How
25 does that impact what we're doing because it doesn't

1 count for more for our bonus, does it allow us to
2 strengthen our position (inaudible)?

3 FEMALE BOARD MEMBER: Are you saying would
4 do more than what we're doing now?

5 MALE SPEAKER: So if you permit --

6 MR. SURENIAN: Let's say if you have a 10
7 acre site come on line, that's going to generate, you
8 have to presume 8 units an acre, right, so to the
9 extent you're permitting 8 units per acre you're, you
10 have a shortfall, treading water at that point.

11 (Inaudible).

12 MR. SURENIAN: Sure. So if it is 8 units
13 an acre and you capture a 20 percent set aside, you're
14 ahead of the game. You create more credits because of
15 bonus points.

16 MALE SPEAKER: Assume we settle tonight
17 and assuming everything gets (inaudible) how do you
18 have full control in doing, saying we want to build it
19 this way, build X here and Y here. That just keeps
20 building up?

21 MR. SURENIAN: Yes.

22 MALE SPEAKER: So anyone else comes in
23 (inaudible) listen so we play by the rules. We're
24 (inaudible) here's what we have. Our numbers are even
25 higher than what it is.

1 MAYOR GHASSALI: We have the surplus and
2 we don't need you. That's what we say.

3 MR. SURENIAN: Any additional surplus
4 creates any additional leverage for you, yes.

5 MAYOR GHASSALI: If someone comes on-line
6 now after we sign this, if we sign this and say
7 (inaudible) we don't need you. If we have surplus, if
8 it's bigger land or multiple lands and it's a bigger
9 surplus, I guess, Jeffrey, if it's above the surplus,
10 if it's --

11 MR. SURENIAN: If it's above the surplus
12 you get to decide.

13 So now a guy comes in, you have spent your
14 surplus, the next guy comes in and says, okay, I want
15 to develop 8 units an acre with a 20 percent set
16 aside. The court looks at this. Is the site suitable
17 for that, not suitable for that. The court agrees
18 it's suitable. Now you have a choice. You can say,
19 okay, I have an additional obligation. I choose to
20 satisfy that obligation by rezoning your site or I
21 hate your project, I'm not going to rezone your site.
22 I'm going to find another way to do it and then, and
23 the agreement gives you the latitude to make that
24 choice.

25 MALE SPEAKER: So saying no come back

1 (inaudible).

2 MR. SURENIAN: Well, no. Under that
3 circumstance what you would do is you would,
4 presumably you would have an argument that the court
5 would have to decide, you know, does the site generate
6 an RDP or not and if the court concludes that it does
7 then you would have the right to decide how to satisfy
8 it. If it counts towards your RDP, they don't get to
9 come back in 20 years, they don't get to come back
10 ever because that's your right.

11 The rule is, once you have an RDP you get to
12 decide how to satisfy your RDP and that's what
13 empowers you to tell that developer to pound, to pound
14 salt. Okay.

15 MAYOR GHASSALI: Councilman.

16 MALE BOARD MEMBER: One way to look at it,
17 Jack, at a 44 with a bank of 44 and a 20 percent
18 inclusionary, that's 220 total units. Right.

19 At a density of 8 units to the acre you would
20 have to go north of 27 and a half acres becoming
21 available before you would use up that bank. Okay.

22 So a way to think of it is, let's say a bunch of
23 you in this room in one neighborhood decide say we're
24 going to knock down our houses, aggregate land into
25 some acreage (inaudible) and then say we're going to

1 go and -- that group would have to accrue more than 27
2 and a half acres, if nothing else was happening in
3 town, before we would have to grant any, any kind of
4 building because we would say we have a bank of 44
5 units which covers 220 at a 20 percent set aside and 8
6 units to the acre.

7 And, Mike actually said there is more credits
8 there because if you, if we go up in number, it kind
9 of works up. So somebody would have to accumulate 27
10 and a half acres of land before you would have to eat
11 that.

12 FEMALE BOARD MEMBER: I just have to
13 follow-up.

14 You're not allowed to leave yet. Sorry.

15 One, your point on what Jeff talked about and
16 what might be upset so I think the question was -- so
17 we have the surplus, we have 44 in surplus. Somebody
18 else wants to come and build 20 units in a place that
19 would be, the town would say that's a good place to
20 build 20 units and they're going to give us some
21 affordable housing with that. The affordable housing
22 that they give with that is going to go into the
23 surplus.

24 Correct?

25 MR. SURENIAN: Well, no. So the, what

1 would end up in the surplus, if you have 8 units an
2 acre --

3 FEMALE BOARD MEMBER: I'm not using 8
4 units an acre.

5 MALE SPEAKER: Okay. Any, any acreage.
6 Anything above 8 units an acre.

7 Whatever you got in the bank at 20 percent you
8 are treading water. Instead of generating the RDP you
9 are filling up the hole with whatever you're getting.
10 The bonus cap is what generates the surplus. So if it
11 were rental and you got 20 percent set-aside you, what
12 you would get in setaside would really be bonus
13 credits.

14 MAYOR GHASSALI: Good question. Good
15 question.

16 Anybody else?

17 MALE BOARD MEMBER: You're excused.

18 MAYOR GHASSALI: Good evening.

19 FEMALE SPEAKER: Ferrara (inaudible). I
20 live in Montvale. I just came from a ten hour meeting
21 myself and I've been negotiating a deal for a year and
22 a half (inaudible) motion and I'm fighting.

23 And I have to continue to thank the Mayor and
24 Council for their hard work on the negotiations for
25 the past eight months but also express my

1 disappointment in our professionals for not fighting
2 for us more.

3 I think that as the Mayor and Council you are
4 all arguing the very best that you can. There's a lot
5 of facts. There's a lot of information and you have
6 to rely so heavily on the information that is given to
7 you. And I'm not, you know -- I don't feel that this
8 was done right from the git-go.

9 The attorney mentioned the mess that we're in or
10 we have gotten ourselves into and, you know, the
11 question that is on my mind is how did we get into
12 this mess to begin with, how it started years ago.

13 I think everyone is doing their best with what
14 they're left with and I thank you so much for your
15 hard work on this and I really do believe that you
16 guys are doing your absolute best for us.

17 In terms of where you go from here, I have not
18 seen a settlement agreement. It hasn't been posted
19 publicly. So I don't know how we're supposed to give
20 you input on an agreement that we really haven't been
21 able to read.

22 You mentioned Cherry Hill and the problems that
23 they face there because their settlement agreements
24 aren't properly drafted so there's exposure out there.
25 Your job (inaudible) limit out exposure and tighten

1 that language until it is perfect so that we are not
2 left exposed instead of saying there's some
3 contingencies that I can't negotiate (inaudible).

4 If, if you are aware of that it's your job to
5 not make that mistake so that we're protected and
6 that's how we learn from case law, that's how we learn
7 from mistakes of South Brunswick and Cherry Hill,
8 usually wind up with something better but in this case
9 it just sounds like concessions. It doesn't sound
10 like we're getting much back. It wasn't the same
11 agreement from a long time ago.

12 In any settlement agreement somebody has to give
13 something up, I haven't heard them give something up.
14 But, you know what, in their defense (inaudible) they
15 were given these promises long ago and it doesn't
16 sound like they had any reason now to want to settle.
17 The judge and every judge --

18 MAYOR GHASSALI: Excuse me. Excuse me.
19 Sorry. There were no promises. Don't make
20 accusations without any facts.

21 Sorry. There were no promises. Don't make
22 accusations without any facts. No one had to give
23 them any promises. There's nothing that's been
24 promised to anybody.

25 FEMALE SPEAKER: Well, I mean, with all

1 due respect, Mayor, these are my comments, right or
2 wrong, (inaudible) heard to make a decision on but
3 much like, you know, we can tell people to go scratch
4 it, we have 44 surplus. That's not true and we all
5 learned that right after last (inaudible) all of a
6 sudden we have (inaudible) and there are contingencies
7 that the public doesn't yet know that we're not really
8 immune, that there's really still exposure until,
9 again, every comment could -- I could go back and
10 forth with this all day long. You know, 44 surplus
11 doesn't protect anybody either 100 percent.

12 So, again, that was in my opinion, and I want to
13 be heard and, you know, I'm going to go down swinging
14 on this. I think this is the biggest issue I imagine
15 I'm going to see, you know, in the 30 years I plan to
16 be here.

17 You know, the judge had said, which every judge
18 says, and I have to listen to it every single day in
19 my career, that you have to settle, you have to
20 settle, you have to settle. He comes and tells me
21 what a terrible case I have. He comes and tells me
22 what terrible case he has. That's what happened.
23 This is very typical, this is very ordinary and the
24 judge is telling us he has to settle but he's telling
25 him, too.

1 But the question becomes, we just seem to give a
2 lot more and we don't get anything in return.

3 So when the judge says everyone needs to settle,
4 he doesn't just mean Montvale.

5 So, anyway, since we can't read the settlement
6 agreement that everyone is prepared to decide on
7 without the public knowing what it says, are there any
8 conditions included in that settlement agreement about
9 the plan or procedure from here assuming that any of
10 this gets approved tonight?

11 MAYOR GHASSALI: Then it would go to the
12 Planning Board once this is settled and introduced --

13 There is one more session after this where the
14 ordinance will be introduced and voted on and the
15 public will be heard again.

16 FEMALE SPEAKER: Are there any conditions
17 in the settlement agreement about the process,
18 procedure, time lines or anything that involved the
19 Planning Board procedure (inaudible).

20 MR. SURENIAN: Yes. If the settlement
21 gets approved, the next step is the adoption of the
22 ordinance. After the adoption of the ordinance the
23 developer can file a development application.

24 You can come when they -- when the ordinance is
25 up for adoption you can be heard, you can come. When

1 the site plan application is filed, you can be heard.

2 You can come to the fairness hearing. You can
3 be heard. You can come to the compliance hearing.
4 You can be heard.

5 FEMALE SPEAKER: But that wasn't the
6 question. Okay.

7 My question is, is there anything in the
8 settlement agreement about the Planning Board
9 procedure (inaudible) if this gets approved?

10 For example, are there -- you know, was there
11 anything, is there a time line on this -- is there
12 anything in the settlement agreement about what's
13 going to happen from here with the Planning Board?

14 MAYOR GHASSALI: There is no time line
15 commitment in the settlement agreement.

16 FEMALE SPEAKER: Okay. Is there anything
17 (inaudible) procedure with the Planning Board
18 (inaudible)?

19 MAYOR GHASSALI: It's a typical
20 application. They have to file -- there is nothing,
21 there is nothing there.

22 FEMALE SPEAKER: There's nothing in the
23 settlement agreement about the Planning Board?

24 MR. SURENIAN: Well, the agreement
25 envisions the adoption of an ordinance and when an

1 ordinance is adopted the developer, like any other
2 developer in any other situation needs to file a
3 development application and the Planning Board process
4 is in development application in accordance with the
5 ordinance.

6 FEMALE SPEAKER: Why haven't the --

7 MAYOR GHASSALI: Sorry. Hold on. Hold
8 on. Hold on. Hold on, please. Five minutes are
9 over. We're going to hear some more and then if
10 there's time left, you can come back again.

11 I know you have more questions on this.

12 Let's hear --

13 FEMALE SPEAKER: Can that question be
14 answered? Why isn't the settlement agreement
15 available for review?

16 MAYOR GHASSALI: Because this was fluid
17 until the last minute. Once it's voted on, it will be
18 available right way.

19 FEMALE SPEAKER: So the public can't see
20 it until after it's all over?

21 MAYOR GHASSALI: No. We went through it.
22 The resolution is, is available. The attorney went
23 through it before you came in, in the beginning and he
24 explained what is in it.

25 FEMALE SPEAKER: Can you, can you bond for

1 school money without any public input?

2 MALE SPEAKER: No.

3 MAYOR GHASSALI: That's.

4 MALE SPEAKER: That has to be voted on by
5 referendum. The school can't bond.

6 FEMALE SPEAKER: I mean isn't this
7 important information that the public needs to know so
8 the public can say no, we don't want to put any monies
9 into the schools. Figure it out.

10 MAYOR GHASSALI: If the public said that
11 then that's what's going to happen. If the public
12 said that we are going to make it happen.

13 FEMALE SPEAKER: Well, again, isn't that
14 something we should know before (inaudible) 20 million
15 dollars is --

16 MALE BOARD MEMBER: (Inaudible) what I'm
17 saying is that that money is either going to go to
18 (inaudible) or it's available, it's (inaudible) debt
19 service if the bonding is voted on. I don't know the
20 last time the budget was voted down.

21 FEMALE SPEAKER: For \$20,000,000?

22 MALE BOARD MEMBER: We, we voted a
23 \$40,000,000 bond.

24 MAYOR GHASSALI: Okay.

25 FEMALE SPEAKER: I'm just (inaudible).

1 MALE BOARD MEMBER: The public should know
2 that. I think that's (inaudible).

3 The public doesn't vote on Board of Education
4 (inaudible) any longer. Back when there was, the 2
5 percent cap was implemented, districts had a choice
6 whether they could go with the 2 percent tax or
7 maintain the election for the school budget. So the
8 overwhelming majority of the districts decided to
9 implement the 2 percent cap knowing that they didn't
10 have to have it approved by the public any longer.

11 So you don't any longer vote for the school
12 budget. But if the school wanted to bond (inaudible)
13 via referendum then the public would be asked to vote
14 on it. And the school board can only bond money if
15 the public wants to (inaudible).

16 MAYOR GHASSALI: Thank you.

17 Anyone else? Coming once -- one more.

18 Chris.

19 MALE SPEAKER: Chris (inaudible) 5 Mark
20 Lane.

21 This isn't a question but (inaudible).

22 FEMALE BOARD MEMBER: I can't hear you,
23 Chris.

24 MALE SPEAKER: Sorry. (Inaudible) The
25 Hekemian Group redo the Parkway area there?

1 If the Parkway decided to take over that part of
2 the site for, through eminent domain because they want
3 to put an exit ramp or an entrance ramp (inaudible) I
4 believe that's supposed (inaudible) everything is
5 (inaudible) before shovels in the ground. What
6 happens if it's (inaudible). What happens if
7 (inaudible)?

8 MR. SURENIAN: Well, if the State decides
9 to use its condemnation powers it has that right. I
10 think that what you would find is it would be very
11 expensive for the State to do that. But if they chose
12 to do that then we would be back here by renegotiating
13 the agreement. They would have whatever land they
14 would have left. They would want to do whatever they
15 want to do.

16 MALE SPEAKER: (Inaudible).

17 MR. SURENIAN: No. I mean this agreement
18 envisions a development on a piece of land. If that
19 land is cut in half or quarters or third or anything
20 then we're going to be back to see --

21 Well, you know, both sides are going to have an
22 interest in what they would want under that scenario.

23 So, you know, that, that would be another
24 circumstance that we'd have to come back and, and deal
25 with.

1 MALE SPEAKER: As far as the sale, that
2 sale would be (inaudible) affordable housing or
3 rentals(inaudible).

4 MR. SURENIAN: The way the agreement is
5 structured now is that the affordable units on the
6 Mercedes site are rental and the affordable units on
7 the Glen View site are either going to be for sale or
8 for rent. They want the flexibility to go left or
9 right and that was a provision we negotiated.

10 MALE SPEAKER: As far as the other 300
11 units (inaudible) as far as --

12 MR. SURENIAN: The marketing --

13 MALE SPEAKER: The sale or rental --

14 MR. SURENIAN: The project on the Mercedes
15 site is going to be a rental project of which 15
16 percent would be affordable. Well, of which 15
17 percent of overall would be affordable.

18 MAYOR GHASSALI: Thank you.

19 Miss Carey Evans.

20 FEMALE SPEAKER: (Inaudible) questions.
21 When you post those agreements on line so we can read
22 them, I believe you also post (inaudible) based on
23 hearings and can you do that?

24 MALE BOARD MEMBER: Yes.

25 FEMALE SPEAKER: Getting back to the

1 budget. When I looked at it, No. 1, regarding the 2
2 percent cap, I don't know but Governor Elect Murphy,
3 who has he chosen for his transition team for
4 education. I trust that the 2 percent cap (inaudible)
5 so that we would be able to vote on a budget. I'm
6 just advocating -- (inaudible) getting back to the
7 budget again, I look at the, I look -- I have been in
8 opposition with the County share for many years and
9 fought for the consolidation of the Bergen County
10 Sheriff and Bergen County Police Department that's
11 supposed to save \$17,000,000 and there have been
12 candidates who have run on a platform of doing away
13 with County government.

14 And as I look at what our County Government
15 does, I look at the last thing that they do for this,
16 half of what we get in municipalities, the County
17 parks, roads and bridges, our roads are deplorable and
18 they just spent a huge amount of money on the golf
19 course and I don't know how many of them (inaudible)
20 we have a number of the Bergen County Board of Chosen
21 Freeholders who live in Montvale and I want to know if
22 you can or if you have worked with them to formally
23 attend these meetings.

24 They are all Democrats, our governor elect is
25 Democrat. I propose that we incorporate more

1 Democrats into what we want to do in this State.

2 For the most part, here in Montvale, unlike any
3 other counties, unlike any other municipalities
4 (inaudible) vote for Republicans and (inaudible).

5 So I mean looking at this being a political
6 issue as well as a practical issue, as I said, my
7 testimony would be different, it would not (inaudible)
8 dealing with, they would be appointing judges who
9 would work towards more fairness in many different
10 ways which I don't believe Governor Elect Murphy will
11 be electing the types of judges that would understand
12 the burden that the Fair Share Housing poses to us in
13 suburbia.

14 So anything you can do as a, as a body,
15 incorporate your democratic friends into, yes, you
16 know, and there are many of us who have democratic
17 friends into addressing these issues. It is
18 political, it is social engineering. It doesn't seem
19 right and (inaudible) we contend with a lot of things
20 that (inaudible).

21 So I can't see giving 15 percent to the County.
22 I don't see where they really work towards helping us
23 and where they get half and we get -- what are they
24 going to do for us (inaudible) they deserve 50 percent
25 of what we get from the (inaudible) share.

1 And I don't understand, I don't intend to be
2 silent about it with you, but I tend to think that
3 what the councils have to do a far better job
4 integrating themselves, immersing themselves in
5 politics above the town because it does matter.

6 Working with -- somebody asked me if, you know,
7 I was going to be working with Governor Elect Murphy
8 on education. He doesn't need me now. I'm not needed
9 now. (Inaudible)so there are people (inaudible) listen
10 to. I just encourage Democrats in this room to speak
11 to Governor Elect Murphy about this so he knows our
12 concerns. And I look forward to (inaudible).

13 MAYOR GHASSALI: The County, the County
14 has been very cooperative with us. They pay to clean
15 the (inaudible) Park. They continue to do some work
16 at (inaudible) Park, very expensive work. They'll be
17 getting a half million dollars and the County
18 Executive is very pleased to see that money but in
19 return we want some grants, we want applied to some of
20 the grants for County roads so for the County roads in
21 the Borough and for some of the things that we need
22 like the Magnolia Bridge. We want to fix that.
23 That's a County (inaudible).

24 FEMALE SPEAKER: (Inaudible) don't you
25 agree?

1 MALE BOARD MEMBER: Yeah. They move very
2 slow. We move very slow.

3 FEMALE SPEAKER: I mean we can all
4 (inaudible).

5 MAYOR GHASSALI: Noted.

6 FEMALE SPEAKER: (Inaudible) situation and
7 participate in any (inaudible).

8 MAYOR GHASSALI: Noted. Thank you. Thank
9 you.

10 Anybody else?

11 MALE SPEAKER: Real quick. (Inaudible)
12 the point we were discussing, I'm not trying to be
13 unfair, what is that thing I just want to make sure
14 everybody is clear on, that this is a settlement
15 agreement but as we all talking about (inaudible).
16 With some change in circumstances that may occur
17 (inaudible) doing the home in 2025. Okay.

18 The true settlement agreement would have the
19 opposite (inaudible). This doesn't happen and I
20 understand why but can we do -- (inaudible) make
21 modifications but is there any way where we make a few
22 changes now rather than seven years from now and to
23 include us and revisit us in 2025 versus rather than
24 having to reopen it again and allow (inaudible) are
25 (inaudible).

1 MR. SURENIAN: I think the best way to
2 answer your question is everything is context. You're
3 not coming to this where there's not a
4 well-established body of law. You're coming to this
5 where there's an extremely well-established body of
6 law and you have to do your best within that context
7 or, or try to change the law. And if you try to
8 change the law, the odds of changing the law is you're
9 going to spend a fortune and it's a very low
10 probability.

11 So -- no. No. No. No. No. I have to finish
12 because you're making all these loaded statements.
13 And I'm not saying you're doing it deliberately but
14 you're doing it because you're not recognizing what
15 the context is and you're not recognizing the benefits
16 of this settlement.

17 The context is if, if you have an obligation,
18 you have two choices, you satisfy that obligation or
19 you get an adjustment. There's no way we can satisfy
20 an obligation of 550 which is what our expert says it
21 is. So we're seeking an adjustment.

22 There's no choice. They have to seek an
23 adjustment. They don't have enough land to meet their
24 obligation of, of 550.

25 So the context, the starting point is not what

1 we want it to be. The starting point is we have an
2 obligation. It's adjusted. And there's an adjusted
3 obligation and there's an unmet need obligation.

4 So how do you do your best within this context?
5 What we have done is something that is unusual,
6 extremely unusual. Fair Share Housing Center never
7 agreed to this before. We generated a surplus and we
8 have the provision that empowers us to take that
9 surplus and use it as a hedge against developers that
10 are trying to leverage you.

11 Do we still have some potential risk over and
12 above that, that cushion? Yes. But that's a risk
13 that we began with unless we were willing to say, you
14 know what, we're going to satisfy our obligation which
15 we couldn't say.

16 MALE SPEAKER: Yeah. (Inaudible) but now
17 you have a settlement agreement. We don't --

18 MALE BOARD MEMBER: So just to be clear,
19 we can't contractually say, you know, Supreme Court,
20 Cherry Hill doesn't apply. Cherry Hill is the Supreme
21 Court interpreting your constitutional obligation. We
22 can't contract that away. There's no way around that.

23 So there are three things --

24 MALE SPEAKER: (Inaudible).

25 MALE BOARD MEMBER: Right. So there are

1 three things we can do to protect ourselves against
2 future redevelopment and there are only three things
3 which we did. We can generate a surplus which we did.
4 We can have widespread overlay zoning at densities we
5 are comfortable with which we did and we can include
6 risky sites as part of that 181 unit RDP which we did.
7 There's no other way to, to mitigate against future
8 effects of redevelopment.

9 You're an attractive community with a high
10 number, with high redevelopment potential.

11 MALE SPEAKER: And I get that. I just
12 want to make sure everybody here, through counsel,
13 understands that this is not lock, stock and barrel.

14 How that's exactly -- now matter how you dress
15 it up that's --

16 MR. SURENIAN: But you're suggesting that
17 it is something less than it is. It is a settlement
18 that resolves everything as best you can given the
19 framework.

20 MALE SPEAKER: Unless there's a
21 substantial change in --

22 MR. SURENIAN: That's part of the reality.

23 MALE SPEAKER: That's because
24 circumstances (inaudible).

25 MR. SURENIAN: Yes. Yes. And any

1 circumstance where a municipality says I don't have
2 enough land to satisfy my obligation they have an
3 unmet need that they have to deal with in the absence
4 of changing 20 years of what COAH has done since 1994
5 when they adopted regs on the unmet need.

6 MALE SPEAKER: The 2025 date, when do we
7 have to start learning that there's time limits,
8 (inaudible) July 2025.

9 MR. SURENIAN: Well, I'm presuming that
10 between now and that date there's going to either be,
11 the Council on Affordable Housing is either going to
12 be reconstituted and they're going to tell us what the
13 rules are or they're not going to be reconstituted to
14 tell us what the rules are and then you'll have trial
15 judges telling us what the rules are.

16 In seven years there's a lot that can happen.
17 If nothing changes then the courts that are deciding
18 what your obligations are today, will decide what your
19 obligations are for 2025.

20 MALE SPEAKER: So you get a new quota. So
21 you get your quota right, nothing has changed
22 (inaudible) completely (inaudible) you do any big,
23 rotate out RDP, you have some changes circumstances.
24 You are still going to have 44 units surplus if
25 nothing changes. (Inaudible).

1 MAYOR GHASSALI: Okay. Thank you.

2 Anybody else?

3 Going once, going twice.

4 Motion to close the meeting to the public.

5 MALE BOARD MEMBER: Second.

6 MAYOR GHASSALI: So move.

7 FEMALE BOARD MEMBER: Second.

8 MAYOR GHASSALI: All in favor say aye.

9 (Aye)

10 MAYOR GHASSALI: Now we'll hear from the
11 Council. And then we'll do it for the resolutions and
12 take a break after that.

13 We'll start with Council President, Councilwoman
14 Rose Curry.

15 COUNCILWOMAN CURRY: Thank you, Mayor. I
16 have nothing to say at this time.

17 MAYOR GHASSALI: Thank you.
18 Councilwoman Gloeggler.

19 COUNCILWOMAN GLOEGGLER: Okay. I want to
20 thank you all for coming out tonight. I wish that
21 this was about saying no to 350 units and 185 units so
22 that we could get less but this would be about saying
23 no to 350 units to get 600 or 700 units.

24 With the risk of losing our immunity and
25 fighting against high density projects all over town.

1 I couldn't agree to five stories. I wanted three
2 stories. But we got it down to four stories.

3 And I don't love it. I don't even like it. But
4 I will agree to it.

5 And the reason I would agree to it is because we
6 will be getting our agreement with Fair Share Housing.
7 And then we can meet our housing obligation and we can
8 lock in our numbers till 2025.

9 And I worked very hard with the COAH Committee
10 and with the Court Appointed Master and with all of
11 our lawyers to get to this place where we have an
12 agreement. We've pushed it as far as we can. We're
13 at that place and it's time to settle.

14 MAYOR GHASSALI: Thank you.

15 Councilman Lane.

16 COUNCILMAN LANE: I think Councilwoman
17 Gloegler said a lot of the way I felt about it.

18 I, I do feel we have retained an expert in, in
19 the, in the field of Fair Share Housing. And Mr.
20 Surenian is associated with Mr. Edwards. I feel
21 every, everyone who has talked to us about what we
22 should do has recommended the settlement course. None
23 of this comes as a surprise.

24 You have come to these meetings. You have heard
25 what it says.

1 I have heard one comment on the politicization
2 on this and I'm a Republican and I'm not particularly
3 proud of my party, what it's done here or lack
4 thereof.

5 We have had a governorship for eight years.
6 They did nothing. They got rid of COAH and left us
7 with this mess.

8 So I'm going, I'm going to basically say we have
9 plenty of blame to go around.

10 Now going forward, I will get really political.

11 Ask Josh Gottheimer how he feels about this. It
12 may be a federal issue but he should have an opinion
13 on this. This should be something he's looking at.
14 He should have an opinion on whether this is the right
15 kind of public policy because he'll sure opine on
16 anything he is asked.

17 Ask Governor Murphy, ask Holly Schepisi and
18 Jerry Cardinale and Bob Auth. All of them have had a
19 role to play in this and candidly they haven't done
20 enough.

21 And, and I know people, they -- this is a grave
22 problem I haven't seen any tangible action on from the
23 political side of the house. The only way to address
24 this is probably through Constitutional amendment.
25 Okay. It is not -- it is a decision of the Supreme

1 Court.

2 We are left as we are in so many cases as a
3 locality trying to figure out what to do. I do think
4 that it doesn't sound like a lot but 44 -- a bank of
5 44 which translates into 220 units which translates
6 into 27 and a half acres, that would have to come
7 around before we would have to do anything is
8 significant.

9 Because what I don't think was maybe clear, not
10 through any fault of Mr. Surenian, we did take into
11 account that risk properties, that is part of this
12 process. We have looked at the town.

13 Can something happen that we're not
14 anticipating? Yes. But properties that we think are
15 at risk of, of switching over have been factored into
16 our RDP.

17 So I think this, this has been a very long and
18 tortuous process. I really, I really think that
19 regardless of whether you're Republican, Democrat or
20 Independent, please be engaged and direct it to
21 Trenton. Get them to do something. And maybe not
22 Washington but at least from the perspective of public
23 policy.

24 With that said, I'm supporting this as I have
25 said it through this two meetings.

1 MAYOR GHASSALI: Thank you, Councilman
2 Arendacs.

3 COUNCILMAN ARENDACS: Thank you, Mayor.

4 Now this is about being a concerned resident of
5 Montvale and to do what I believe is right for the
6 town.

7 I have a responsibility as a public official
8 backed by the residents, the voice of the people.

9 Progress has been, I believe, for these past
10 several months. I believe that we are getting closer
11 to a better settlement. However, the right deal for
12 Montvale I don't believe is still there. We're very
13 close but we're still not there.

14 I am comfortable with setting this as a --
15 actually, I'm not comfortable saying this as a
16 precedence for the future. So looking ahead in 2025,
17 I feel it would be worse starting it at these
18 unrealistic numbers so builders can take advantage of
19 us.

20 We have to work with these developers through
21 their projects. I was hoping they could work with us
22 with the planning, the density, the rentals, maybe a
23 certain percent of owner apartments.

24 In New Jersey, State of New Jersey, Trenton
25 found a way that gives these developers, builders way

1 too much power for their own personal and financial
2 gain with what they put on the infrastructures,
3 schools, public safety and way of life in jeopardy.

4 This is legal. This is legal, yeah, sure, but
5 it should be illegal.

6 At 3:15, 5:00 today, just a few hours ago, I
7 received revised settlements. This stuff takes time
8 to review the documents. This isn't just something,
9 you know, we could look at within hours, minutes.
10 This all happened too fast, appears to be a rushed
11 deal.

12 I know we lose immunity November 30th. However,
13 there's no reason to believe that the courts won't
14 extend our immunity any further since we have
15 negotiated immunity I believe in good faith thus far.

16 I mean take a look at Hornrock's site, Park
17 Ridge, didn't accept 15 units per acre in the
18 beginning. We're settling 185 units on 7 acre
19 averaging 26.4 units per acre.

20 Looking forward, if these deals are approved, I
21 will make every effort advocating responsible
22 development and aggressive negotiation with
23 developers.

24 Also being part of the newly formed Mayor's
25 Advisory Group along with residents, professionals,

1 have a wealth of knowledge in this field so we will
2 not be in this situation again.

3 I do want to commend each and every resident
4 that took part in coming to these meetings in this
5 legal process and to the Mayor, again Mayor and
6 Council, putting this, this amount of time and energy
7 into Montvale over their own personal life and family.

8 This, of course, is a very difficult decision.

9 As an invested resident, taxpayer and your
10 councilman, I will not support any of these, all of
11 these settlements since it is not in the best
12 interests of this town.

13 That's what I have to say.

14 Thank you.

15 MAYOR GHASSALI: Councilman Koelling.

16 COUNCILMAN KOELLING: A very brief
17 comment. I think it's -- we have all heard the
18 experts. We have rushed out a lot of the information,
19 I wouldn't say all the information. We have heard
20 from the pros and the cons, the fors and against and I
21 think it's time to settle this.

22 And I agree, I think everybody knows which way
23 I'm going to vote and I intend to support this and
24 continue on with our strategy so we're in a better,
25 stronger position in the next round.

1 Thank you.

2 MAYOR GHASSALI: Thank you.

3 Councilman Weaver.

4 COUNCILMAN WEAVER: Thank you, Mayor.

5 I think I'm, I'm numb. I think I'm sick to my
6 stomach. I'm depressed and I think it's disgusting
7 and all of this development is happening in the name
8 of affordable housing when the people who need it are
9 only getting 15 percent.

10 I mean I'm not sure what I can say that I
11 haven't already said. And, and I apologize to the
12 residents but I'm not in favor of this project.

13 Thank you.

14 MAYOR GHASSALI: Okay. At this point
15 we'll go through each of the resolutions. We'll start
16 with the A & P.

17 MALE BOARD MEMBER: Just as a procedural
18 matter, Councilman Weaver made a motion to table this
19 issue at the meeting on the 26th.

20 So at this time I think you should entertain a
21 motion to remove the issue from the table to allow the
22 votes to proceed.

23 MAYOR GHASSALI: Okay. Motion to remove
24 to allow us to proceed.

25 MALE BOARD MEMBER: So move.

1 MAYOR GHASSALI: Second.
2 FEMALE BOARD MEMBER: Second.
3 MAYOR GHASSALI: Roll call, please.
4 THE CLERK: Council Member Arendacs.
5 COUNCILMAN ARENDACS: Yes.
6 THE CLERK: Council Member Curry.
7 COUNCILWOMAN CURRY: Yes.
8 THE CLERK: Council Member Gloeggler.
9 COUNCILWOMAN GLOEGGLER: Yes.
10 THE CLERK: Council Member Koelling.
11 COUNCILMAN KOELLING: Yes.
12 THE CLERK: Council Member Lane.
13 COUNCILMAN LANE: Yes.
14 THE CLERK: Council Member Weaver.
15 COUNCILMAN WEAVER: No.
16 MAYOR GHASSALI: Okay. It passes.
17 MALE BOARD MEMBER: We're good to go.
18 MAYOR GHASSALI: Resolutions for the A & P
19 property 216-2017.
20 The resolution approving the settlement
21 agreement was expected to be here for Two Paragon
22 Drive, LLC to partially resolve the role of affordable
23 housing.
24 Motion.
25 MALE BOARD MEMBER: So move.

1 MAYOR GHASSALI: Second.

2 FEMALE BOARD MEMBER: Second.

3 MAYOR GHASSALI: Discussion?

4 Roll call, please.

5 THE CLERK: Council Member Arendacs.

6 COUNCILMAN ARENDACS: Yes.

7 THE CLERK: Council Member Curry.

8 COUNCILWOMAN CURRY: Yes.

9 THE CLERK: Council Member Gloegglar.

10 COUNCILWOMAN GLOEGGLER: Yes.

11 THE CLERK: Council Member Koelling.

12 COUNCILMAN KOELLING: Yes.

13 THE CLERK: Council Member Lane.

14 COUNCILMAN LANE: Yes.

15 THE CLERK: Council Member Weaver.

16 COUNCILMAN WEAVER: That's for A & P,

17 correct?

18 THE CLERK: Yes.

19 COUNCILMAN WEAVER: Yes.

20 MAYOR GHASSALI: Okay. That passes.

21 The next will be the Mercedes-Benz Hekemian
22 property Resolution No. 214-2017, resolution approving
23 the settlement agreement with intervenor, with the S.
24 Hekemian Group, LLC to partially resolve the Borough's
25 affordable housing declaratory judgment action.

1 Motion.

2 MALE BOARD MEMBER: So move.

3 MAYOR GHASSALI: Second?

4 MALE BOARD MEMBER: Second.

5 MAYOR GHASSALI: Discussion?

6 Roll call, please.

7 THE CLERK: Council Member Arendacs.

8 COUNCILMAN ARENDACS: No.

9 THE CLERK: Council Member Curry.

10 COUNCILWOMAN CURRY: Mayor, I would like
11 to voice my vote with this statement, that I do
12 believe that the Mercedes-Benz property is going to be
13 a good thing for Montvale. And I do believe that the
14 developer will do his best to make it the jewel in his
15 crown as I had said from the beginning.

16 I will not get political about this but I am
17 doing this, I am voting this for the benefit of
18 Montvale because I do have the best interests of the
19 residents of Montvale at heart.

20 And that is my vote which is going to be yes.

21 Thank you.

22 MAYOR GHASSALI: Thank you.

23 THE CLERK: Council Member Gloeggler.

24 COUNCILWOMAN GLOEGGLER: Yes.

25 THE CLERK: Council Member Koelling.

1 COUNCILMAN KOELLING: Yes.

2 THE CLERK: Council Member Lane.

3 COUNCILMAN LANE: Yes.

4 THE CLERK: Council Member Weaver.

5 COUNCILMAN WEAVER: No.

6 MAYOR GHASSALI: That passes.

7 Next is the Hornrock property for Sony,
8 Resolution No. 215-2017, resolution approving the
9 settlement agreement with intervenor Hornrock
10 Property, LLC, NPR, LLC, in connection with the
11 affordable housing declaratory judgment action
12 authorizing a request to the trial court to hear a
13 fairness hearing concerning the settlement agreement.

14 A motion.

15 MALE BOARD MEMBER: So amove.

16 MAYOR GHASSALI: Second.

17 MALE BOARD MEMBER: Second.

18 MAYOR GHASSALI: Discussion?

19 Roll call, please.

20 THE CLERK: Council Member Arendacs.

21 COUNCILMAN ARENDACS: No.

22 THE CLERK: Council Member Curry.

23 COUNCILWOMAN CURRY: Yes.

24 Mayor, and my statement is, with my vote is that
25 this, although it's not a perfect situation it is,

1 once again, to protect the town of Montvale, the
2 future control over the development.

3 My vote is yes.

4 THE CLERK: Council Member Gloeggler.

5 COUNCILWOMAN GLOEGGLER: Yes.

6 THE CLERK: Council Member Koelling.

7 COUNCILMAN KOELLING: Yes.

8 THE CLERK: Council Member Lane.

9 COUNCILMAN LANE: Yes.

10 THE CLERK: Council Member Weaver.

11 COUNCILMAN WEAVER: No.

12 THE CLERK: The vote carries, Mayor.

13 MAYOR GHASSALI: Carries.

14 The last one is the Fair Share agreement that
15 encompasses all of these resolutions, No. 217-2017, a
16 resolution approving the settlement agreement with
17 Fair Share Housing Center to resolve the Borough's
18 affordable housing declaratory judgment action.

19 A motion.

20 MALE BOARD MEMBER: So move.

21 MAYOR GHASSALI: Second.

22 MALE BOARD MEMBER: Second.

23 MAYOR GHASSALI: Discussion?

24 Roll call, please.

25 THE CLERK: Council Member Arendacs.

1 COUNCILMAN ARENDACS: No.

2 THE CLERK: Council Member Curry.

3 COUNCILWOMAN CURRY: Yes.

4 THE CLERK: Council Member Gloeggler.

5 COUNCILWOMAN GLOEGGLER: Yes.

6 THE CLERK: Council Member Koelling.

7 COUNCILMAN KOELLING: Yes.

8 THE CLERK: Council Member Lane.

9 COUNCILMAN LANE: Yes.

10 THE CLERK: Council Member Weaver.

11 COUNCILMAN WEAVER: I just want to preface
12 my vote by saying that I appreciate President Curry's
13 comments.

14 And I believe, as a council, we need to, we need
15 to figure out a way to work together, not to say that
16 we haven't. But it's going to be all the more
17 important now.

18 And my vote is no.

19 MAYOR GHASSALI: And that carries.

20 THE CLERK: That carries.

21 MAYOR GHASSALI: Thank you very much for
22 all these.

23 Thank you, Jeff and Mike, Darlene and the
24 amazing group for helping us on this.

25 We'll take a five minute break.

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(A recess is taken and the transcription
from audio concludes.)

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C E R T I F I C A T E

I CERTIFY that the foregoing is a true and accurate transcript of the audio recording reported stenographically by me at the time, place and on the date herein before set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney or counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in this action.

DONNALYNN J. ARNOLD, C.C.R.
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