

MINUTES
BOROUGH OF NEW MILFORD
7:00 PM SPECIAL SESSION
OPEN SESSION immediately following
Wednesday, December 21, 2016



WORK SESSION:

Mayor Subrizi read the Open Public Meeting and Mission Statements.

Councilwoman Thea Sirocchi-Hurley	Present
Councilman Dominic Colucci	Present
Councilwoman Hedy Grant	Present
Council President Diego Robalino	Present
Councilman Ira Grotsky	Present
Councilman Al Alonso	Present
Mayor Ann Subrizi	Present

Also present: M. Madaio – Borough Attorney; P. Grygiel – Borough Planner;
C. Demiris – Administrator/Borough Clerk

Councilman Grotsky made a motion to go into closed session. Councilwoman Sirocchi-Hurley seconded the motion. The motion carried. All present in favor, none opposed. Time 7:04 PM.

CLOSED SESSION:

1. Legal Advice – COAH

At the conclusion of the closed session, Councilman Colucci made a motion to reopen the meeting and reconvene in Council Chambers. Council President Robalino seconded the motion. The motion carried. All present in favor, none opposed. Time 8:37 PM.

OPEN SESSION:

Mayor Subrizi called the meeting to order, asked for a moment of silent prayer and/or reflection, and led the flag salute. Mayor Subrizi read the Open Public Meeting Law and Mission Statements and pointed out the fire exits in the Council Chambers.

ROLL CALL:

Councilwoman Thea Sirocchi-Hurley	Present
Councilman Dominic Colucci	Present
Councilwoman Hedy Grant	Present
Council President Diego Robalino	Present
Councilman Ira Grotsky	Present
Councilman Al Alonso	Present
Mayor Ann Subrizi	Present

UNFINISHED BUSINESS:

AFFORDABLE HOUSING OPTIONS

Mayor Subrizi opened the meeting by stating that the Council met earlier and made non-substantive changes to the agreement. She said the options remain unchanged and she then reviewed the options.

Mr. Madaio explained that the Option B would provide the Borough with immunity and repose from Fair Share Housing, which is the housing advocate recognized by the Court, through 2025. He then continued, with the assistance of Mr. Grygiel, to review the conditions under which repose would be granted. The Borough's third round obligation would be set at 288 units, which is a 30% reduction from the Fair Share Housing (FSH) number. The realistic development potential (RDP) would be achieved through the existing housing and what will be produced through this settlement; the balance would be considered unmet need. The unmet need would be accounted for through a few mechanisms including a town wide overlay zone for six or more units which will provide for a 20% set aside; a commercial overlay to permit residential development of commercial properties over one or two acres with fourteen units per acre; and a standard set of ordinances that are required of all municipalities and many of which have already been adopted by the Borough of New Milford.

Mayor Subrizi stated that the Council has received input from all borough professionals including the planner, the engineer, the Zoning Board attorney and the Planning Board attorney. All are satisfied that the settlement is fair and all of their comments and concerns with regard the settlement have been addressed. She then read from a memo dated 12/19/16 from Boswell Engineering.

Mayor Subrizi then read a statement of her position, noting that options A and C are bad options for New Milford.

COMMENTS FROM THE PUBLIC

Councilman Colucci made a motion to open to the public. Council President Robalino seconded the motion. The motion carried. All present in favor, none opposed.

Rick Mide – 660 Columbia Avenue. Mr. Mide asked if the Mayor would vote if the Council vote results in a 3-3 tie, or if she would allow the motion to be tabled until the new Council takes office. The Mayor responded that she is prepared to make a decision and will vote tonight.

Anna Leone – 505 Boulevard. Ms. Leone repeated a question she posed at the last meeting regarding any contact or interaction anyone on the Council may have had with Hekemian or their representatives. She directed the question to Councilman Alonso noting a conversation he said he had with someone during the Zoning Board hearings. Councilman Alonso responded that conversations with other attorneys is common and he had never been solicited by anyone from the Hekemian organization.

Matthew Seymour – 219 Faller Drive, Apt. B. Mr. Seymour acknowledged that all on the Council care about New Milford's future and he commended them for their service.

Roy Williams – 265 Summit Avenue. Mr. Williams said he lives at the corner of Summit and Demarest. Mr. Williams said the ZBA spent many hours considering the impact of a Shop Rite to the neighborhood and asked that the same consideration should be given to the potential impact of the housing suggesting that it may not be as significant as the impact of the Shop Rite. Mayor Subrizi read from the Planner's 12/16/16 memo in which he evaluated the potential impact of all three of the options.

John Rutledge – 8200 Boulevard, North Bergen. Mr. Rutledge reiterated comments he made previously regarding the Borough's opportunity to purchase the property. He then asked for the anticipated ratables of Option B. Mayor Subrizi said the specific impact has not yet been determined but each option will generate more ratables than the property currently generates.

Cassandra Krutzman – 486 River Road. Ms. Krutzman asked what happens after 2025. She was advised that there will likely be another round of affordable housing requirements. She asked if there was potential for more development on the Suez site. She was advised that it is limited to a supermarket and a bank. She asked what studies had been done. She was advised stormwater management is regulated by the DEP.

Joe Steele – 377 Hoffman. Mr. Steele asked if anything had changed with regard to the assignment of a number of units to New Milford. He was advised that nothing has changed. Mr. Steele said he did not want to see a 3-3 vote and said he believes Option B is the best of the worst.

Michael Gadaleta – 270 Demarest Avenue. Mr. Gadaleta referenced comments on the settlement that he had previously emailed to the Council. He expressed his opinion that tying the two properties together was not a good idea. He asserted that Planning Board approval is not required. Mr. Madaio noted specific areas of the agreement that reference PB approval. Mr. Gadaleta asserted that the developer would not be responsible for professional fees. Mr. Madaio noted a specific reference that said the developer would be responsible for escrow fees. Mr. Grygiel noted that the agreement calls for an extra layer of review that would not be required of any other site plan approval. Mr. Madaio reiterated that the PB cannot say no to a conforming use. Mr. Gadaleta claimed that the property being deeded to the Borough is less than four acres. Mr. Madaio explained that the property being deeded includes the parking lot for the field.

Terrence McMackin – Madison Avenue. Mr. McMackin asked, assuming Option B is approved, when construction would begin. Mr. Madaio said there is no answer to that question at this point.

Lori Barton – 399 Roslyn Avenue. Mr. Barton said she felt it is unfair to limit public comment to five minutes per person when the public only learned of the plans three weeks ago. She questioned language in the agreement that she said would permit a fast food restaurant. She was advised that some of the language in the agreement has been revised and that concern has been addressed. She asked if the appeal of the ZBA decision could be considered if we went with Option A. She was assured that it would never be considered regardless of the option chosen. Ms. Barton suggested amending the agreement to require the soil be tested prior to breaking

ground. Mr. Madaio said there was a no further action letter issued by the DEP. Ms. Barton asked if we know that there is still a valid contract in place between Hekemian and Suez. She additionally asked about taking a portion of the property through eminent domain. She asked about the financial responsibility for offsite improvements.

Lauren Maerherlein – 230 McKinley Avenue. Ms. Maerherlein mentioned the rezoning of the Brunetti property and noted that Hekemian sued Brunetti over the rezoning suggesting it was done to get Brunetti out of the way. Mr. Madaio said the action was dismissed and in addition the plan did not get the support of the Special Master. Ms. Maerherlein suggested the rezoning has increased the value of Mr. Brunetti's property. Ms. Maerherlein asked the Council to delay making a decision until the last moment possible in the hope that something may change.

Casey Hittel – 277 Boulevard. Ms. Hittel noted that she lives at the intersection of Demarest and Boulevard. Ms. Hittel expressed concerns about the quality of the soil and suggested that it should be tested prior to the land being disturbed. She questioned the possibility that the soil in the area may have contributed to health issues of the residents that live in the area.

Joe Loonam – 469 Marion Avenue. Mr. Loonam thanked the Mayor for making it clear that she still supports the Kennedy Field grant application. He asked the remainder of the Council if they too would continue to support the application. Mr. Loonam asked if a left turn is permitted from River Road into the property and suggested that if it is it will cause considerable traffic issues on River Road. He asked that the \$750,000 not be specifically tied to the Suez property. Mr. Loonam asked if the property would be rezoned if Option B is accepted. He was advised that it would be rezoned. He asked if the rezoning would limit what could be on the property. He was assured that the rezoning would only ever allow for a supermarket and a bank. He asked the Mayor and Council to consider the agreement in its totality.

Sam Tripsis – 327 Maple Avenue, Oradell. Mr. Tripsis commented on the traffic from the Elm Street Bridge onto Madison Avenue and suggested it will be far worse once the property is developed. He referenced a zoning application in Oradell that was approved noting that the residents appealed to the Mayor and Council and the Mayor and Council supported the residents. He asked if the 24 units are off the table. Mr. Madaio said in the event the lawsuit continues the Judge will make a decision regarding the Shop Rite, the bank and the 24 units.

George Adelung – 723 Berkeley Street. Mr. Adelung asked for a timeline of what would happen next if the Council were to vote in favor of the settlement. Mr. Madaio said the agreement would go through a fairness hearing, once the court approves it the Council will have 120 days to adopt the ordinances necessary to implement the settlement, the applicant will file for site plan review and upon approval could proceed with the project. Mr. Adelung asked about the appeal process. Mr. Madaio said any appeal of the decision would have to be made within 45 days. Mr. Adelung asked if the developer would have to wait one year after the final appeal. He was advised that the developer would be required to provide the field within one year of the final unappealable decision. Mr. Adelung asked to confirm that the entire Council is still supporting the Kennedy Field grant application. All indicated their continued support.

Gene Murray – 425 Madison Avenue. Mr. Murray questioned the developer’s responsibility to cover the cost of all the impacts the development may present, noting the agreement limits their responsibility to the perimeter of the property. Mr. Murray went on to say that there will be traffic impacts to the intersection of Madison Avenue and River Road. Mr. Murray said the agreement is not a mandate to build anything. Mr. Madaio acknowledged that the developer has the right to decide when they will build, there is no linkage.

John Podesta – 263 River Road. Mr. Podesta said he lives directly across from the Suez property. He said he believes there is merit to Ms. Hittel’s remarks with regard to health concerns. Mr. Podesta asked the Council to keep commercial development out of the neighborhood.

Donna Colucci – 223 Bergen Avenue. Ms. Colucci spoke about the responsibilities of being a councilperson and noted the job is hard and thankless. She said it is not possible to make decisions that satisfy everyone and suggested the Council work together to reach the best possible solution for everyone.

Edward Kilarjian – 3030 Edwin Avenue, Fort Lee. Mr. Kilarjian implored the Council to make a decision.

Council President Robalino made a motion to close to the public. Councilman Colucci seconded the motion. The motion carried. All present in favor, none opposed.

Observing the 10:30 curfew, Mr. Madaio asked if there is a motion to continue the meeting. Councilman Alonso made a motion to continue. Council President Robalino seconded the motion. The motion carried on a roll call vote as follows:

For the motion: Colucci, Robalino, Alonso, Subrizi
Against the motion: Sirocchi-Hurley, Grant, Grotsky

RESOLUTIONS:

2016:299 Authorize Mayor to sign settlement agreement with NMRA, LLC

Mayor Subrizi asked for a motion to approve resolution 2016:299. Mr. Madaio clarified that the resolution would authorize the Mayor to sign the agreement as amended during the work session, representing the Borough’s last and final offer, and to execute any necessary documents as required by Fair Share Housing.

Councilman Alonso made a motion to approve resolution 2016:299. Councilman Colucci seconded the motion. The motion carried on a roll call vote as follows:

For the motion: Colucci, Robalino, Alonso, Subrizi
Against the motion: Sirocchi-Hurley, Grant, Grotsky

Each Councilmember and the Mayor read a statement when casting their vote, copies of which are made part of the minutes as forwarded to the Clerk.

ADJOURNMENT

Councilwoman Grant made a motion to adjourn. Council President Robalino seconded the motion. The motion carried. All present in favor, none opposed. Time 12:00 AM.

Respectfully submitted,



Christine Demiris, RMC, CMC
Borough Clerk

BOROUGH OF NEW MILFORD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 2016:299

Offered by:..... Councilman Alonso

Seconded by:..... Councilman Colucci

Member	Aye	No	Abstain	Absent
SIROCCHI-HURLEY				
COLUCCI				
GRANT				
ROBALINO				
GROTSKY				
ALONSO				
MAYOR (tie)				

WHEREAS, the Borough of New Milford is a party to the following matters before the Superior Court of New Jersey, Law Division – Bergen County captioned: BER-L-9726-13; BER-L-5465-14; BER-L-8570-14; and BER-L-5681-15 as they relate to the Borough of New Milford’s affordable housing obligation; and

WHEREAS, a settlement has been drafted and proposed by New Milford Redevelopment Associates, LLC who is a party to three of the above captioned matters; and

WHEREAS, the Fair Share Housing Center (FSHC) also has claims against the Borough which will require resolution by the execution of a Settlement Agreement; and

WHEREAS, the draft settlements have been reviewed by the Borough Attorney, the Borough Planner, the Zoning Board of Adjustment Attorney, the Planning Board Attorney and the Mayor and Council; and

WHEREAS, acceptance of settlements will result in the satisfaction and dismissal of all of the above captioned matters.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Milford that the above referenced settlement agreement is hereby approved; and

BE IT FURTHER RESOLVED that Mayor Subrizi is hereby authorized to execute the above referenced settlements, as well as any Fair Share Housing settlement that may be required, on behalf of the Borough and the Borough Clerk is authorized to attest to the same.

I hereby certify that the above is a true copy of a resolution adopted by the Council of the Borough of New Milford at the meeting held on December 21, 2016.

Christine Demaris

SEAL

Diego Robalino

Council President

Comments for Dec. 21st, 2016

Special M & C Meeting

The subject of the Suez-United Water property has been hovering over this Council like a dark cloud for the entire two Terms that I have had the honor to serve.

This is not a matter I have taken lightly and it has been the most controversial in these past six years. The decision tonight will most likely have the greatest impact in our community over **any** other decision in recent history. Our resolve will also have a significant effect on our neighboring town of Oradell considering its proximity to the location at the heart of this discussion.

In taking all issues into deliberation, the guiding factor in this decision has been equity; of the alternatives, what will benefit our residents the most – while hurting our residents the least.

However, before we get into any of this, we must collectively acknowledge the reality of the situation.

First, this is not a Borough owned property, nor **“our”** last Open Space. This is a privately owned plot of land and the owner has the intent to sell it.

Second, there is an interested party in acquiring the land. Whatever the outcome of our decision tonight, we need to grasp the concept that this will be developed even if not by the current buyer.

The wish that this property be saved and zoned for Open Space or for it to stay as is or even be converted to passive park-land is not realistic. No one will purchase this and do nothing with it, or spend additional money in converting it to Low Intensity Recreation or Picnic Areas with Walking Trails.

As far as the Borough acquiring it, it was not in the best interest of New Milford to make that expenditure. It was not fiscally responsible and it would incur further costs when a future decision to develop it into park-land would inevitably arise. There were, and are, far more pressing infrastructure improvements needed.

We do however; have a constitutional obligation to provide for low to moderate-income housing. We have to at least, in part, satisfy this unmet need through our decision tonight.

As your elected representatives, we have the sworn duty to do what is right for our municipality. I feel, and some on this panel may agree with me, that while we can still hold some control over what is built there, the best alternative would be one that provides for Commercial Tax revenues with the least impact to our schools that are already at capacity.

To do this, many factors had to be considered. Many questions had to be asked and very hard decisions had to be made.

- Foremost, how do we comply with the Fair Housing Laws in a way to protect the town from further litigation?
- Subsequently, this is the location where our entire COAH obligation has been placed in our Master Plan; we cannot possibly move it elsewhere to comply with that mandate.
- For our neighbors closest to the property, which includes the Senior Center and the High School; how will they be affected by it?
- How will our entire School District be affected with a sudden influx of school-age children?
- How will we be able to compensate for the \$400,000 in lost **annual** revenues from properties acquired through the Blue Acres program?
- Of the presented alternatives, which will help in resolving our long standing lack of recreational fields?
- With the shortage of sports fields, will an additional 500 apartments **increase** or reduce our current need for them?
- And what will traffic be like after all is said and done?

In a nutshell, these are just a few of the many, many questions and concerns taken into consideration.

Also, there is talk about flooding downstream/although our engineers do not concur. Regardless of what is built, we will have impervious surfaces to contend with.

There is talk about contaminants below the surface. Yet this was already addressed years ago and we have received a “no further action” letter from the issuing agency.

There is talk of an increase in traffic in that area. That we cannot deny. Be it a supermarket or up to 500 or more apartment units, there will be more traffic.

The supermarket will have a more spread-out and sustained {flow of traffic} as opposed to a rush hour burst of traffic that coincides with school openings.

No matter the outcome tonight, the majority of our residents will have some level of apathy over it; many will be content and accepting, while a few will be against it, and resentful.

But for all our residents, be assured that a 3 to 4 million dollar gift from the buyer will have the most impact in maintaining your home value if not improving it.

Please understand that all comments have been considered, all letters have been read and the decision tonight is based on an abundance of information, knowledge, and advice to do what is right for our **entire** community.

It is quite disconcerting to confess that in all the many months that this has been discussed, both in closed sessions and in public, we have not heard from Councilwoman Grant as to where she stands on this issue, and I name her only because she seems to have taken the lead early on in this matter. Over and over again, repeatedly meeting after meeting we were asked by the Borough attorney for comments or ideas as to where we stand on this topic. In the same fashion, the Mayor on numerous times asked her directly if she had something to share so that we could debate on pertinent facts. I myself feeling the outrage of her silence requested that she share with this Council what her position was, and she kept silent. Not a clue have we had from her because her answers were always to the liking of "I need more information", "I have nothing to say at this time" or simply we heard the sounds of crickets.

She is however; quick on the draw when on the onset of our Special meeting a week ago today; where her opening remark was to **adjourn** the meeting! When that meeting was specifically held to see if we could finally learn what her plans were for this property. To be able to expand on each others ideas, to finally learn what the other side opines.

I say this only to state the point that I, *or I should say we*, have always been vocal, forward and clear with regard to our position with the Council AND the public. In fact everyone sitting out there today is aware of where we stand.

It is in fact quite ironic, that the issue that had most relevance in 2011 when Councilman Colucci and I first came into office - is coming to a close just as we are stepping down. This is the most repetitive topic that had been on our meeting agenda in these last six years, and it has been a topic of continued discussion. And we stand true to our belief of then as we do today. Plus we have the recommendation from each and every one of our professionals involved to move in accordance to our mutual goal of making the right decision for our town.

If there was an Option D; to make Hekemian and Inserra go away, I think **that** would be a bi-partisan and unanimous decision and we could all march out of here singing Kumbaya.

For those that feel Option A is best, are in this man's opinion, willing to take a gamble, and at **best**, we would end up with the same result as Option B, plus 24 apartment units, minus the sports field.

For those that feel that Option C is best, in **my** opinion, is sophomoric and the worst of all choices because that would have New Milford sign-off on 500 + apartments in that location. The impact would reduce our quality of life, drop our property value and cause a major sell off in the surrounding area. That would also bring about 70 (or more) youngsters to further pack our schools. Any belief that this is acceptable undermines our best interest.

SOD had a very chastising public memo posted on their FB Page back in November of 2013, in it; it read that I had made some ignorant comments where I still believed 'back then' that an athletic field was even possible alongside the new Shop Rite. I admit to having said that and I reiterate my belief, as it still holds true today, along with any other comment I may have made at the time.

Option B in my opinion, is the right choice for New Milford because it is the only one that has given us some control, will be less intensive, will strengthen our economy, improve our property value, provide better service to our shoppers, give us a repose until 2025 from any Fair Share Housing litigation, make our town more attractive and provide a very needed athletic field for our youth.

This with bonus parking for over 100 vehicles that will come handy for the high school in off times such as student parking, in Back to School Night, Musical presentations, and the like.

With this said, I can only trust that you will be understanding of the facts and the driving force of this decision, which is equity; to do what is best for New Milford as a whole.

I vote yes, to accept the settlement and move forward.

REMARKS OF COUNCILWOMAN HEDY GRANT
Mayor & Council Meeting, December 21, 2016

There are problems with the procedure used in arriving at this agreement tonight, with the concept in general and with the agreement itself. So even if you are in favor of Option B, which this proposed settlement agreement represents, too many provisions in this contract are unacceptable.

Procedurally, the council had its first opportunity to review the agreement as a body two days ago and we were unable to complete the review of the entire document. Some suggestions for revisions were made and we were emailed a copy of a revised agreement this morning but did not receive hard copies until we walked into this meeting tonight, a circumstance that made it difficult to compare the documents in advance of this meeting. We received additional communications throughout the day, the latest at 3:37 pm today. This is no way to run a borough. And the public has had a mere 3 weeks to review the matter and was not privy to this latest proposed agreement.

The haste with which this matter is moving is detrimental to good decision making. The mayor has so far scheduled 3 special meetings this month - a month in which only 1 regular meeting is normally scheduled because of the hustle and bustle of the holidays. Normally special meetings are reserved for emergencies. This hardly qualifies as such. As I have stated, time is NOT of the essence with respect to the resolution of this matter. There is no trial date set and even if there were, trial dates are often postponed. There is absolutely no drop dead date by which a decision on this must be made. There will be no dire consequences if we do not vote on this matter this evening. While this might not be an abuse of power, it certainly seems like a misuse of power.

The only apparent reason for throwing proper procedure to the wind is the fact that two current councilmen have only 13 days left to their term and they are allies of the mayor. This is a lame duck council. The new council members were elected for a reason; the outgoing council members were defeated for a reason. The voters expressed their wishes regarding representation. The people they elect should have the right to determine this issue and should have the time in which to do it properly. Done in haste, there will be plenty of time to repent but few options will remain with which to remediate the damage.

We have not received any input from any borough boards, commissions or committees let alone from the police department, fire department or ambulance corps regarding the impact this agreement would have and whether emergency services would be able to respond in adequate time to emergencies. We are being asked to stipulate to statements that we have no personal knowledge of and which the Zoning Board in its decision rejected after 2 years of testimony.

Under the agreement, the Governing Body pretty much gives up its right to govern, in contravention and violation of municipal law and perhaps constitutional law. It substitutes the judgment of a private party - the developer - for that of the Governing Body. It also strips the Planning Board of some of its functions and to some extent makes it a rubber stamp. Normally the Governing Body refers matters to the Planning Board for its expert advice. The Governing Body then reviews the Planning Board's recommendations in order to reach a reasonable, knowledgeable and professional decision. That process - of checks and balances - is being subverted and eliminated by this agreement.

The proposed agreement is in contravention of the borough's Master Plan and requires us to alter it in major ways. The Master Plan, created decades ago and revised over the years, created a central business district in the center of town. There were and are valid land use reasons for this. Retail/commercial land use is a designated zone because of the impact excessive noise, excessive light and additional traffic will have on the area. To create a retail/commercial zone in a residential neighborhood will decrease property values, undermine the tax structure, create huge dangers for the children at the adjacent high school and the seniors across the street. In addition the streets are narrow, dozens of trains stop traffic dozens of times a day, the NJ Transit bus depot is nearby and sends hundreds of buses through New Milford every day. Why is this mayor and council so hellbent on endangering our children and seniors?

The proposed settlement agreement has additional problems. For example, the document specifically eliminates "linkage," which could allow the old Shop Rite site to remain an empty shell or a hole in the ground for an unspecified period of time. The borough might be required to contribute financially to "improvements" to existing roadways and other possible needs such as sewage, water, traffic lights, etc. The borough will be required to share in the costs of defending any lawsuits filed against the project. And don't forget that we don't have even a concept plan for what Mr. Inserra would do on his property. The borough, to my knowledge, has not had a single conversation or meeting with him. Yet he will be a signatory on this agreement. Will his loyalty be to New Milford or to the developer?

Furthermore, I must wonder if the NJ Board of Public Utilities (BPU) would approve of this. When they approved the sales contract between United Water and the developer, the BPU stated, "The sale of the Properties is in the public interest since it will further the State's goals of open space, recreation and affordable housing." This statement is not an either/or statement. It requires that all three elements be provided. The proposed agreement only has 2 of the 3 items and I'd like to note that the recreation component is a piece of dirt that floods.

The BPU statement also says, "As a further condition, Purchaser shall be obligated to complete any and all offsite improvements required by the appropriate New Milford Land Use Board...Should the cost of said Offsite Improvements, as certified by Purchaser's engineer..." exceed Two Hundred Fifty Thousand (\$250,000) Dollars, Seller shall grant a credit at Closing for any excess cost between Two Hundred Fifty Thousand (\$250,000) Dollars and Five Hundred Thousand (\$500,000) Dollars of said cost." [p. 9 of the contract]

If this proposed settlement agreement does not meet the BPU requirements, will the BPU have an arguable case against the developer and/or New Milford? Can it revoke its approval of the sales contract? I don't know these answers to these questions but we should find out before we sign any agreement.

It is also worth noting that Blue Acres has been purchasing quite a few New Milford homes that suffer from repetitive flooding. One cause of increased flooding in the last 17 years or so is overdevelopment. Yet this mayor & council want to enter into this agreement, which could contribute to increased flooding of New Milford homes.

We want to craft a success story, one everyone can feel was done openly and honestly, with the best interests of all of New Milford in mind and by a Governing Body that has the endorsement of the voters. It is the council's job to watch out for the borough and its residents. This council is not doing its job. Even if you support this plan in its general outline, this is not the agreement you want to sign.

As an editorial in The Record on December 18 asked, in reference to a different matter, "If this is such a good idea, why is it being pushed through...? The Record's answer was because it is "the product of politics as usual, nothing more." Sadly, the same could be said of New Milford. I think we are better than that.