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Attorneys for Objector, SJ 660 LLC

IN THE MATTER OF THE APPLICATION
OF THE BOROUGH OF EDGEWATER,
COUNTY OF BERGEN,

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No.: BER-L-6364-15

CIVIL ACTION
(Affordable Housing Matter)

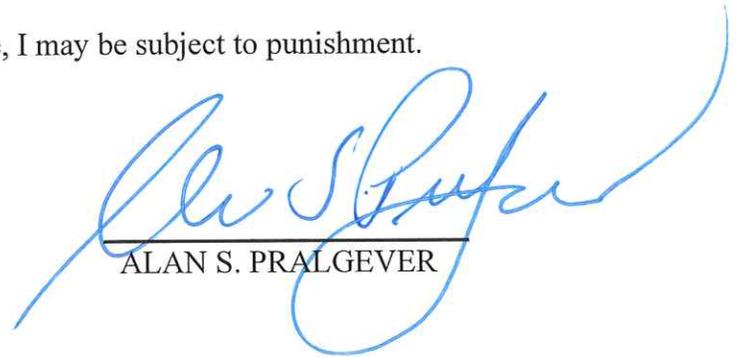
CERTIFICATION OF
ALAN S. PRALGEVER, ESQ.

ALAN S. PRALGEVER, being of full age, hereby certifies and says:

1. I am an attorney-at-law of the State of New Jersey, and a partner with the firm of Greenbaum, Rowe, Smith & Davis LLP, attorneys for Objector, SJ 660 LLC ("SJ 660" or "Objector").

2. I hereby submit a Reply Report from Peter J. Steck as Exhibit A in connection with this matter. We respectfully request that the Court include same in the record, and in support of SOJO 660's position and arguments to oppose the within Fair Housing Settlement.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.



ALAN S. PRALGEVER

Dated: July 8, 2020

EXHIBIT A

Peter G. Steck

Community Planning Consultant
80 Maplewood Avenue, Maplewood, New Jersey 07040
(973) 762-6568
Steckplan@gmail.com

PLANNING EVALUATION

LOWER INCOME PERSONS FAIRNESS ANALYSIS

DECEMBER 19, 2019 SETTLEMENT AGREEMENT

BETWEEN

615 RIVER ROAD PARTNERS, LLC and BOROUGH OF EDGEWATER

In the Matter of:

The Application of Petitioner Borough of Edgewater,
County of Bergen, State of New Jersey
Docket No. BER-L-6364-15

Prepared for:

Alan Pralgever, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068
732 476-2526

and

SJ 660 LLC
660 River Road (Block 74, Lot 1.02)
Edgewater, New Jersey 07020



Peter G. Steck, P.P.
N. J. Planner License No. 1776
July 8, 2020

INTRODUCTION

An entity known as 615 River Road Partners, LLC owns two vacant tracts of land on either side of River Road in the Borough of Edgewater. The tract of the east side of River Road, known as Lots 1 and 5 in Block 76 with a street address of 615 River Road, is being proposed for a high density mixed-use inclusionary housing project as part of a December 19, 2019 Settlement Agreement between the property owner and the Borough of Edgewater. The terms of this Settlement Agreement are to be the subject of a July 17, 2020 Superior Court “fairness” hearing to determine whether the settlement is fair to lower income persons who may benefit from the anticipated affordable housing.

This Planning Evaluation reviews the terms of the December 19, 2019 Settlement Agreement as it affects lower income persons. It is being prepared on behalf of SJ 660 LLC, the owner of nearby property at 660 River Road and designated as Lot 1.02 in Block 74. Upon review, to a reasonable degree of certainty I conclude that the subject Settlement Agreement does not provide a realistic opportunity for the development of affordable housing because the easterly site is not an “approvable site” for inclusionary housing owing to the defective rezoning mechanism chosen by the Borough and to related litigation, and is not a “suitable site” as those terms are used in N.J.A.C. 5:93-1, et seq., the Substantive Rules of the New Jersey Council on Affordable Housing. The bases for these conclusions are contained in the remainder of this Planning Evaluation.

**PLATE I
LOCATION OF 615 RIVER ROAD PARTNERS, LLC SITES**



GENERAL TERMS OF THE SETTLEMENT AGREEMENT

The December 19, 2019 a Settlement Agreement contains provisions that involve a host of land use planning, zoning, and redevelopment issues affecting both of the sites owned by 615 River Road Partners, LLC on either side of River Road. According to the Settlement Agreement, the easterly site is intended as an inclusionary housing site and the westerly site known as Lot 1 in Block 77 as shown on Plate I is to be donated to the Borough of Edgewater for recreational purposes or as a public school site. Among the stipulations in the Settlement Agreement that invoke fair share housing fairness considerations are the following:

1. Lot 1 in Block 77 on the west side of River Road is to be conveyed to the Borough of Edgewater for recreational purposes or potentially transferred to the Edgewater Board of Education as a school site at the Borough's discretion. The Borough is not obligated to use this 4.84 acre site as a school site.
2. Lots 1 and 5 in Block 76 on the east side of River Road are to be designated as an area in need of redevelopment after having been studied by the Planning Board. This 13.91 acre site includes property under the Hudson River which leaves approximately 5.86 acres as upland.
3. Lots 1 and 5 in Block 76 are to be subject to an already drafted redevelopment plan dated November 2019 and attached to the Settlement Agreement as Exhibit H.
4. 615 River Road Partners, LLC is to be designated as the redeveloper of Lots 1 and 5 in Block 76 on the east side of River Road and be made party to an already drafted redeveloper's agreement attached to the Redevelopment Agreement as Exhibit E.
5. The redevelopment of Lots 1 and 5 in Block 76 on the east side is required to be eligible for a PILOT (Payment in Lieu of Taxes) agreement with the Borough of Edgewater, the terms of which are described in the Settlement Agreement.
6. High rise residential buildings totaling up to 1,200 dwelling units are to be permitted on Lots 1 and 5 in Block 76 along with up to 20,000 square feet of commercial space. The residential buildings are permitted a height of 25 stories and 300 feet.
7. Of the total number of affordable housing units (15% or 20% of the total number of dwelling units), no more than 45% are allowed to be two-bedroom units and no more than 5% are allowed to be three-bedroom units.
8. The Borough of Edgewater is obligated to apply and enforce the same affordable housing law requirements in the Settlement Agreement to all pending or future developments in the Borough.
9. The Settlement Agreement is to be interpreted as if the Edgewater Planning Board and its attorney were its authors, having the same status as the Borough of Edgewater and 615 River Road Partners, LLC signatories.

APPROPRIATENESS OF AN INCLUSIONARY HOUSING SITE

In assessing whether a housing site offers a realistic development potential to generate affordable housing, the site should be evaluated as approvable, available, developable and suitable as those terms are defined in N.J.A.C. 5:93-1, et seq., the Substantive Rules of the New Jersey Council on Affordable Housing. The definition of each term is reproduced below:

“Approvable site” means a site that may be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.

“Available site” means a site with clear title, free of encumbrances which preclude development for low and moderate income housing.

“Developable site” means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable areawide water quality management plan (including the wastewater management plan) or is included in an amendment to the areawide water quality management plan submitted to and under review by DEP.

“Suitable site” means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with environmental policies delineated in N.J.A.C. 5:93-4.

POSITION OF THE FAIR SHARE HOUSING CENTER

A June 15, 2020 letter from Adam M. Gordon, Esq. of the Fair Share Housing Center to Edgewater Borough attorneys Wendy Rubinstein and Joseph R. Mariniello memorializes and endorses the terms of the Settlement Agreement with respect to meeting the Borough’s Third Round new construction obligation of 624 affordable housing units. Of the two vacant sites owned by 615 River Road Partners, LLC, only the easterly site is included as an inclusionary housing site. The westerly site is not referenced anywhere in the letter.

The references to the easterly site at 615 River Road from pages 3 and 4 of the June 15, 2020 Fair Share Housing Center letter are reproduced in Plate III on the next page. Paragraph 7 of this letter specifically addresses the easterly site and mandates that it “conform to the income distributions and bedroom distributions set forth in Paragraphs 12 through 15” of the letter. Paragraph 14 of the letter states in part that “All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et sq.”

**PLATE II
PORTIONS OF PAGES 3 AND 4 OF FAIR SHARE. HOUSING LETTER**

Page 3

Site #	Project	Mechanism	Status	Type of Affordable Unit			Rental Bonus	Total Credits
				Family Rental	For-Sale	Age-Restricted		
10	615 River Road (east side)	Inclusionary Zoning (84 du/ac)	proposed	180				180

...

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7. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

a. 615 River Road Partners LLC (Block 77 Lot 1; Block 76 Lots 1 and 5) – the Borough has entered into a settlement agreement dated December 19, 2019 that permits the development of up to 1200 total residential units and requires an affordable housing set-aside of at least 15% in the case of rentals and 20% in the case of for-sale product, and otherwise conforming the required affordable housing to the requirements of this Agreement and the Uniform Housing Affordability Controls (UHAC) Compliance This site shall produce at least 180 affordable housing units which shall conform to the income distributions and bedroom distributions set forth in Paragraphs 12 through 15 of this Agreement.

POSITION OF 615 RIVER ROAD PARTNERS, LLC – ART BERNARD REPORT

Prepared sometime in June of 2020 by Art Bernard for 615 River Road Partners, LLC is a 29-page report titled "FAIRNESS ANALYSIS OF 615 RIVER ROAD PARTNERS, LLC SETTLEMENT WITH EDGEWATER BOROUGH." The Bernard Report concludes that the site on the east side of River Road represented an appropriate site for the production of affordable housing because it is approvable, available, developable and suitable as those terms are defined in N.J.A.C. 5:93.1, et seq.

The Bernard Report makes no comment about the appropriateness of the vacant 4.84 vacant site owned by 615 River Road Partners, LLC on the west side of River Road despite being owned by the same entity as the easterly site and despite being an essential component of the December 19, 2020 Settlement Agreement.

With respect to the suitability of the eastern site, the Bernard Report neglects to reference its location within the 100 year flood hazard area and neglects to evaluate the site with respect to the permitted building heights of 25 stories and 300 feet in relation to adjacent land uses.

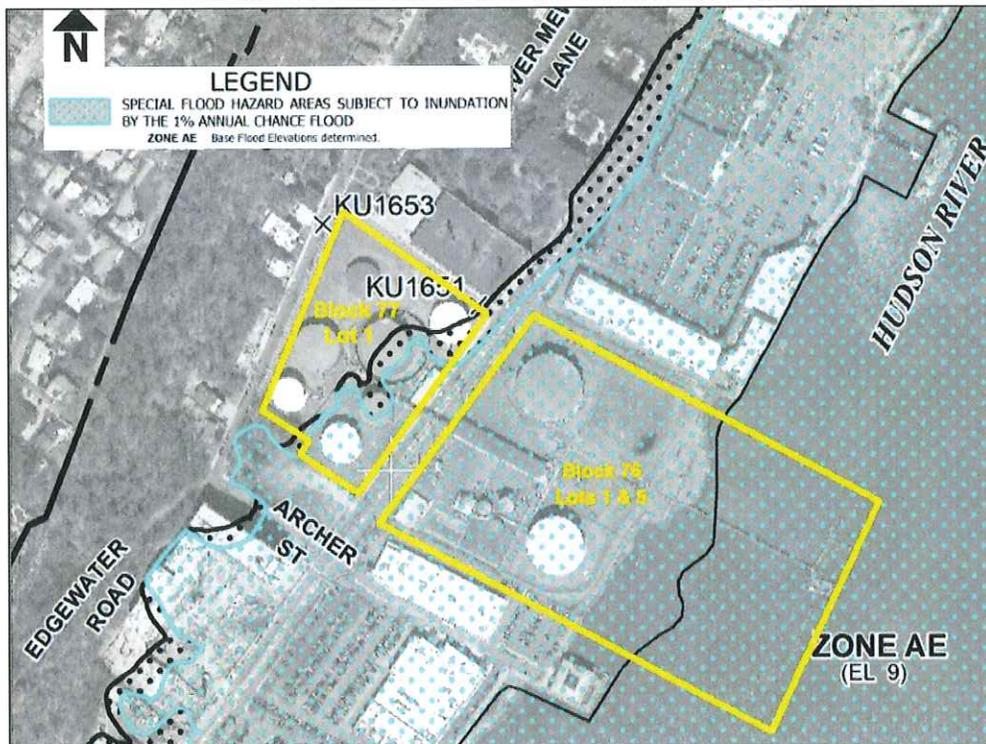
PLANNING EVALUATION OF FAIRNESS TO LOWER INCOME PERSONS

An analysis of the December 19, 2020 Redevelopment Agreement between the Borough of Edgewater and 615 River Road Partners, LLC yields the conclusion that the Settlement Agreement does not adequately protect the interests of lower income persons. More particularly, the site on the easterly side of River Road, Lots 1 and 5 in Block 76, is not approvable or suitable for an inclusionary housing project based on the following:

- 1. The easterly site is not approvable or suitable because the site and its road access are entirely within a 100-year flood hazard area**

Lots 1 and 5 in Block 76 and the abutting portion of River Road are within the 100-year flood hazard area associated with the Hudson River. River Road provides the only access during that flooding event as shown on Plate II. According to the environmental policies in N.J.A.C. 5:93-4.2, a site may be eliminated from consideration for affordable housing if it has environmental constraints. Those constraints include location within a flood hazard area. Highlighting life-safety concerns, New Jersey's Flood Hazard Area Control Act Rules [N.J.A.C.7:13-12.5(o)] require that multifamily residence buildings have roadway access elevated at least one foot above the 100-year flood. This standard appears to be violated with respect to the easterly site and renders it not realistically developable. This conclusion is reinforced by the availability of the westerly site which can be accessed by paths that do not flood.

**PLATE II
PORTION OF PANEL 0278H FLOOD INSURANCE RATE MAP**



See Appendix A for FEMA panel identification.

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In contrast to the problems with the easterly site 5.86 acres of upland, the westerly 4.84 acre site owned by 615 River Road Partners, LLC and designated as Lot 1 in Block 77 easily qualifies as approvable, available, developable and suitable under N.J.A.C. 5:93.1, et seq. Moreover, the westerly site does not have the cost generative features associated with emergency access to the easterly site during the 100-year flood event. The westerly site is vacant, available for development, owned by 615 River Road Partners, LLC, and has road access from Vreeland Terrace on the north and from Undercliff Avenue on the west unimpeded by floodwaters. Considering that this 4.84-acre westerly parcel is suitable for affordable housing, there is little justification for granting relief from the Flood Hazard Area Control Act Rules to accommodate multifamily use on the east site.

Under this set of facts, the easterly site is not an approvable or suitable site for inclusionary development. This conclusion does not mean that the easterly site unsuitable for all types of development. The easterly site is well-suited for commercial development as such development is not subject to the same Flood Hazard Area Control Act rules as multi-family development. In fact, the easterly site is currently in the Borough of Edgewater's B-3 Zone that permits commercial development with a maximum building height of 25 feet.

2. The easterly site is not approvable owing to the redevelopment mechanism stipulated in the Settlement Agreement and the improper influence arising from the underlying allegations associated with the Settlement Agreement.

The December 19, 2019 Settlement Agreement obligates the Borough of Edgewater to declare Lots 1 and 5 in Block 76 as an area in need of redevelopment, to adopt an already drafted redevelopment plan, to designate 615 River Road Partners, LLC as the redeveloper having a right to a PILOT agreement, and to permit up to 1,200 dwelling units in buildings having a maximum height of 25 stories and 300 feet. All this was stipulated in the Settlement Agreement before the Edgewater Planning Board had been directed to investigate whether this easterly site satisfied the statutory criteria for designation as an area in need of redevelopment.

This order of events is the opposite of what is required by the Local Redevelopment and Housing Law, N.J.S.A. N.J.S.A. 40A:12A-1 et seq. A municipality must first declare a site in need of redevelopment following investigation by its planning board. The other powers of adopting a redevelopment plan, selecting a redeveloper, and entering into a PILOT agreement can only be invoked after a site has been designated as satisfying one or more of the statutory area in need of redevelopment criteria.

This improper reverse order of events detailed in the Settlement Agreement has fatally compromised the redevelopment investigation of the easterly site. Further evidence of bias surfaced during the Edgewater Planning Board's area in need of redevelopment investigation hearings on February 11, 2020 and June 1, 2020. At those two hearings planner Paul Grygiel testified on behalf of the Edgewater Planning Board that the easterly site was eligible for designation as an area in need of redevelopment. Only after questioning at the hearings did he divulge that his pre-prepared redevelopment plan and his initial draft redevelopment investigation study were prepared on behalf of 615 River Road Partners, LLC rather than the Borough Planning Board.

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At the June 1, 2020 hearing planner Grygiel responding to questioning stated that, as the special redevelopment planner for the Planning Board, he was still under contract for professional services with 615 River Road Partners, LLC and was being paid that that entity. This obvious conflict of interest had its genesis in the Settlement Agreement and, given the events that occurred during the Planning Board's investigation, the proceedings may well be voided which will in turn void any redevelopment plan promoting inclusionary housing on the easterly site.

Aside from the defective area in need of redevelopment proceedings, SJ 660, LLC has filed a complaint in opposition to the upcoming fairness hearing regarding the December 2019 Settlement Agreement between the Borough of Edgewater and 615 River Road Partners, LLC. [Docket No.: BER-L-6364-15 IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF EDGEWATER, COUNTY OF BERGEN, Petitioner.]. Among other things, the complaint alleges undue influence arising from the allegations of 615 River Road Partners, LLC and advances the position that the Settlement Agreement should be rejected "as it fails to comport with statutory, municipal and common law, and is otherwise unfair and not in the best interests of the citizens of the Borough of Edgewater." The substance of this challenge and the need to resolve the issues raised in a court of law support the conclusion that the site consisting of Lots 1 and 5 in Block 76 on the easterly side of River Road is not an approvable inclusionary housing site.

3. The easterly site is not approvable due to the defective nature of the Settlement Agreement as contract zoning.

A major component of the Settlement Agreement is the donation of Lot 1 in Block 77 on the west side of River Road to the Borough of Edgewater for recreational or public school site purposes. This *quid pro quo* as described on pages 4 and 5 of the Settlement Agreement is alleged to arise from a "causal nexus" between the anticipated 1,200 unit residential development on the east side of River Road and the need for additional school and recreational facilities.

The alleged linkage between the donation of land on the west side of River Road and the intensive development on the east side of River Road is addressed on pages 5 and 6 of the Settlement Agreement as follows:

***WHEREAS**, as a result of the size and unique geography of Edgewater, there exists the absence of a tract or tracts of land suitable for the construction of additional schools and recreational facilities necessary and desirable to accommodate the amount of school age children reasonably anticipated to be generated by the 1200 unit development contemplated by this Agreement, including 180 or more units of Affordable Housing; and,*

***WHEREAS**, there is a causal nexus between, on the one hand, the development of the Eastern Parcel contemplated by this Agreement, and on the other hand, an increase in the number of school age children who will reside in Edgewater and a resulting need for an additional school and recreational facility; and,*

***WHEREAS**, the accommodations to be provided by RRP hereunder and under the Redevelopment Plan (as defined herein) will address and ameliorate the impact of the development of the Eastern Parcel with respect to the school system, public safety, traffic, roads and open spaces and provide those accommodations to the general public, in addition to future potential residents of the Eastern Parcel....*

In furtherance of these "Whereas" findings, page 6 of the Settlement Agreement obligates 615 River Road Partners, LLC to convey Lot 1 in Block 77 on the west side of River Road to the Borough of Edgewater for "\$1.00 and other good and valuable considerations." Noteworthy is that nothing in the Settlement Agreement actually requires the westerly site to be used as a public school site. Using the westerly site only for recreational purposes also comports with the Agreement.

Initially, it is observed that the "size and unique geography of Edgewater" have no special bearing on the availability of public school sites in the Borough. Edgewater is similar to many communities in lower Bergen County and in Hudson County that are fully developed. These fully developed municipalities simply do not have vacant land waiting to be used for future school sites. However, all municipalities have the ability to utilize their powers of eminent domain to acquire land, developed or vacant, for public purposes such as recreational facilities and schools.

Of additional significance in evaluating whether the Settlement Agreement constitutes improper contract zoning is the substantial change being contemplated via a redevelopment plan for Lots 1 and 5 in Block 76. Whereas the current B-3 Waterfront Commercial Zone for this easterly site does not permit any residential use and limits building heights to 25 feet, the proposed rezoning allows building heights of 25 stories and 300 feet and up to 1,200 dwelling units (plus commercial use) on the 5.86 uplands portion of the site. This results in an upland density of 205 dwelling units per acre and permission for what would be the tallest buildings in the Borough on the east side of River Road.

Furthermore, the Planning Board's reexamination reports and master plan call for evaluation of the easterly site as a redevelopment area without indicating the type of land use recommended or the intensity of future development or the appropriateness of an inclusionary housing component. Noteworthy is that these planning policy documents did not contain any analysis of whether the easterly site would satisfy the statutory criteria for designation as an area in need of redevelopment.

Because the proposed rezoning of the easterly site to a high intensity inclusionary development 1) is not substantially consistent with the Borough's Master Plan or Reexamination Reports, 2) involves the donation of land that, from a land use viewpoint, is unrelated to the rezoned parcel (the only similarity is common ownership), and 3) because the rezoning employs a defective redevelopment mechanism, the action constitutes impermissible contract zoning. In terms of fairness to lower income persons, the improper nature of the rezoning does not support a finding that the easterly site presents a realistic development potential for the production of affordable housing.

An ancillary defect in the Settlement Agreement, but no less fatal, is the requirement that the Borough of Edgewater impose the same affordable housing requirements on any other pending development of future development. This requirement would apply even after the Borough has been found to satisfy its fair share housing obligation.

Also, the Settlement Agreement calls for only 5 percent of the affordable housing units to be three-bedroom units which is a percentage below the minimum requirement of 20 percent of the total number of affordable units. This divergence from the accepted standard was not addressed in the June 15, 2020 letter from the Fair Share Housing Center and in fact the 5 percent limit is contrary to the provisions of the letter.

In summary, the mechanism stipulated in the Settlement Agreement constitutes improper contract zoning. It is not likely to survive a legal challenge and therefore the easterly site is not approvable as a site providing a realistic opportunity for the production of housing affordable to lower income persons.

4. The easterly site is not suitable for the magnitude of high-rise towers contemplated in the Settlement Agreement.

A site suitable for inclusionary housing is one that is adjacent to compatible land uses. The Complete Illustrated Book of Development Definitions by Harvey S. Moskowitz, et al, Fourth Edition, defines on page 115 the phrase "compatible land use" as follows:

Compatible Land Use

A use of land and/or building(s) that, in terms of development intensity, building coverage, design, bulk and occupancy, traffic generation, parking requirements, access and circulation, site improvements, and public facilities and service demands, is consistent with and similar to neighboring uses and does not adversely affect the quality of life of persons in surrounding or nearby buildings.

In claiming Lots 1 and 5 in Block 76 are suitable for inclusionary development because the site is "adjacent to compatible land uses," Mr. Bernard, representing 615 River Road Partners, LLC references certain land uses he considers "in close proximity" naming the Eleanor Van Gelder Elementary School, a post office, and several existing high-density residential developments including the Alexander rental complex at 100 Alexander Way. However, he neglects to address the 25 story and 300 foot height allowed on the easterly site and how the bulk of such buildings would compare with adjacent sites and with the height of the Palisades Cliffs to the west. His definition of "adjacent" stretches to include the elementary school and the post office that are at least 1,000 feet distant. Land uses this far away are not adjacent land uses. The adjacent land uses are characterized predominantly by one-story commercial buildings.

Building height is a bulk standard, and a building having a height of 300 feet is an exceedingly tall building in this sector of Edgewater Borough. A 300 foot tall building would in fact protrude above the Palisade Cliffs which have elevations of roughly 230 to 240 feet above sea level. A building height of 300 feet is twelve times the height currently permitted on the easterly site, 80 feet taller than the tallest buildings permitted by zoning in the Borough, and substantially taller than any building in the immediate area. It will have a regional impact.

An examination of the area and an review of aerial photos graphs reveal that there are no adjacent land uses that are remotely compatible with the height of the contemplated residential towers on the easterly site. The adjacent buildings to the north are predominantly one-story commercial buildings as are the adjacent buildings to the south in conformance with Edgewater's B-3 Zone. Across River Road, the nearest building to the northwest is the SoJo Spa which is nonresidential with a height of seven stories. Across River Road and to the southwest is the ten-story Alexander apartment development with a density of roughly half the effective density allowed on the upland portion of the easterly site.

The discussion of building heights is glaringly absent from the Bernard Analysis, despite it being a fundamental planning component of assessing the compatibility of adjacent land uses. The "off-the-chart" height allowed on the easterly site by the Settlement Agreement renders the easterly site unsuitable for the inclusionary affordable housing in such a massive format.

5. The Mt. Laurel doctrine does not require "bad planning."

The New Jersey Supreme Court in its Mt. Laurel II* case stated that:

The Constitution of the State of New Jersey does not require bad planning. It does not require suburban spread. It does not require rural municipalities to encourage large scale housing developments. It does not require wasteful extension of roads and needless construction of sewer and water facilities for the out-migration of people from the cities and the suburbs. There is nothing in our Constitution that says we cannot satisfy our constitutional obligation to provide lower income housing and, at the same time, plan the future of the state intelligently.

By authorizing high rise buildings at an unprecedented scale along the Hudson River waterfront actually exceeding the height of the Palisades Cliffs, the Settlement Agreement promotes what should be recognized as "bad planning." It is "bad planning" for the Borough of Edgewater, and it is "bad planning" for the region.

SUMMARY PLANNING CONCLUSIONS

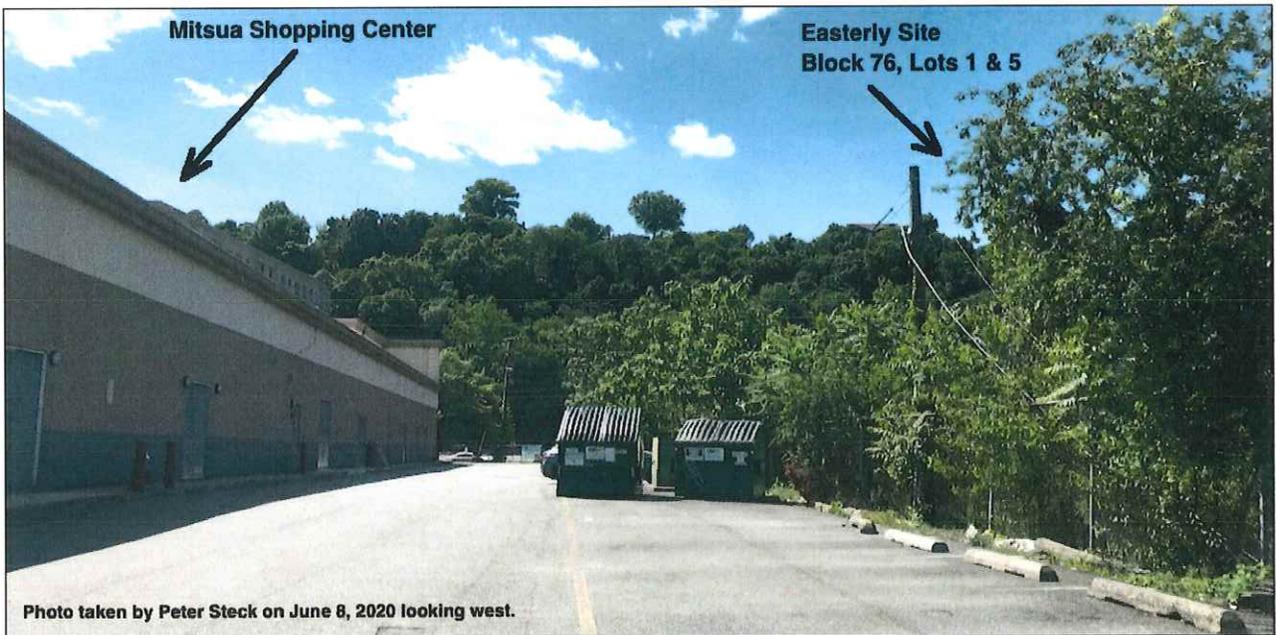
Based on the foregoing analysis, it is concluded that easterly site comprised of Lots 1 and 5 in Block 76 is not an "approvable site" nor an "suitable site" as those terms are used in the Substantive Rules of the New Jersey Council on Affordable Housing. As such, the easterly site does not offer a realistic development opportunity for the creation of affordable housing and from a land use planning viewpoint does not meet the fairness test as benefitting lower income persons. If the project is built as authorized in the Settlement Agreement, it will be an icon of the "bad planning" cautioned against by the New Jersey Supreme Court in its Mt. Laurel II Decision.

* Southern Burlington County, et al. v. Township of Mount Laurel, et al., 92 N.J. 158, 238 (1983) (Mt. Laurel II).

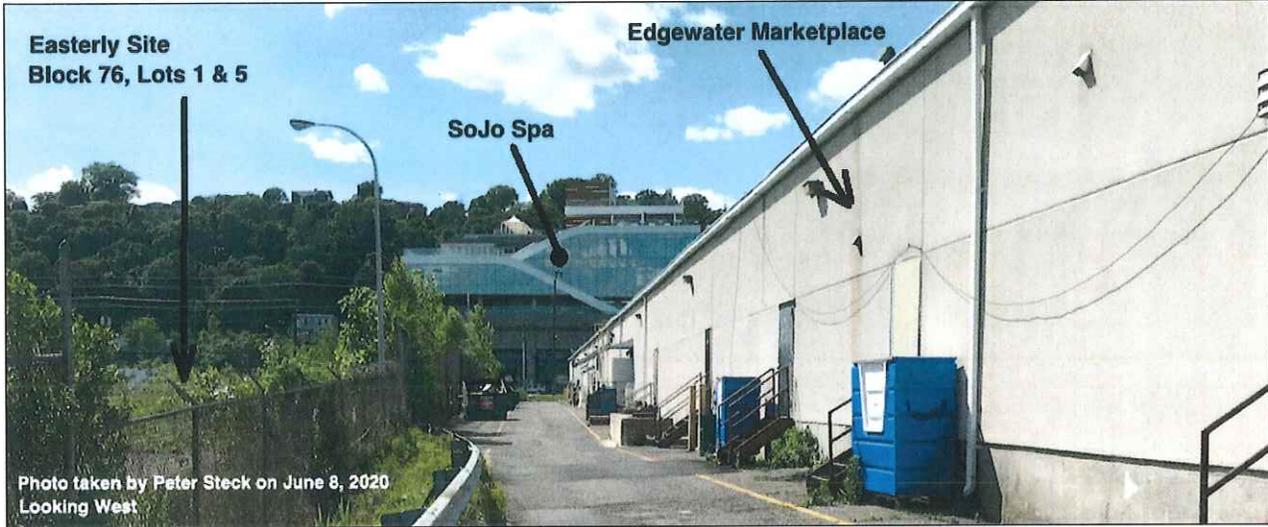
**PLATE III
SATELLITE PHOTO FROM GOOGLE EARTH PRO**



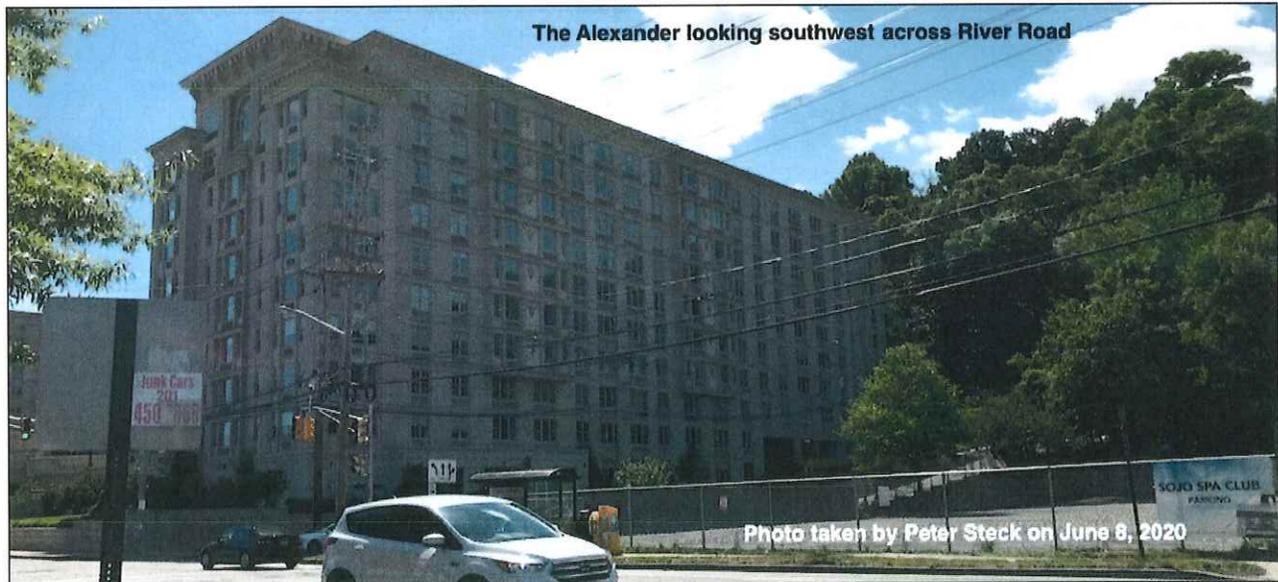
**PLATE IV
ADJACENT DEVELOPMENT TO THE SOUTH**



**PLATE V
ADJACENT DEVELOPMENT TO THE NORTH**



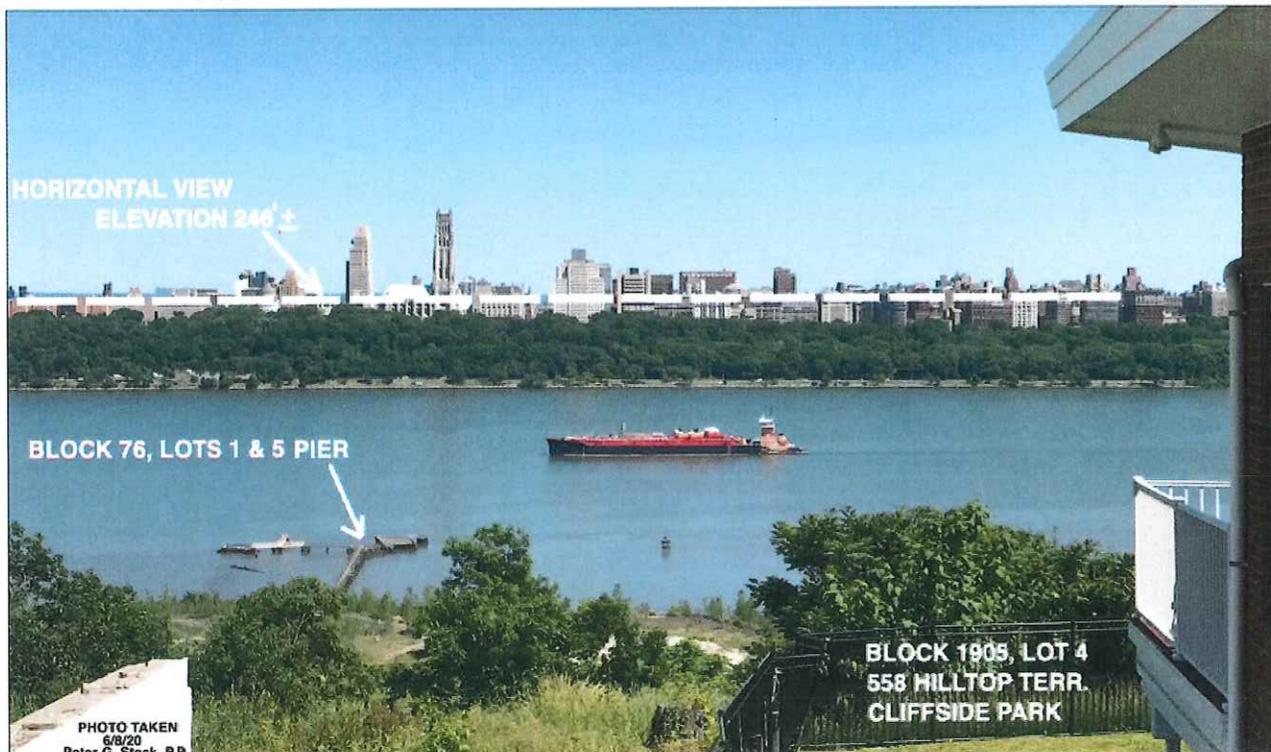
**PLATE VI
THE ALEXANDER APARTMENTS TO THE SOUTHWEST**



**PLATE VII
LOCATION OF VISUAL HEIGHT ANALYSIS VIEWPOINT IN CLIFFSIDE PARK**



**PLATE VIII
ANALYSIS OF BUILDING HEIGHT VIEWED FROM CLIFFSIDE PARK**



Note: Photo taken from near the front face of the dwelling at 558 Hilltop Terrace in Cliffs Park estimated to be at an eye-level of approximately 246 feet above sea level. Dashed line estimated to be at elevation 246 looking horizontally east to the New York City Skyline. A building height of 300 feet would extend considerably above the dashed line.

NFIP

PANEL 0278H

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

**BERGEN COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)**

PANEL 278 OF 332

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
CLIFFSIDE PARK BOROUGH OF	340582	0278	H
EDGEWATER BOROUGH OF	340029	0278	H
FAIRVIEW BOROUGH OF	340034	0278	H
FORT LEE BOROUGH OF	340035	0278	H
PALISADES PARK BOROUGH OF	340061	0278	H
RIDGEFIELD BOROUGH OF	340065	0278	H

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER
34003C0278H**

**MAP REVISED
AUGUST 28, 2019**

Federal Emergency Management Agency

APPENDIX B-1

Peter G. Steck

Community Planning Consultant
 80 Maplewood Avenue, Maplewood, New Jersey 07040
 (973) 762-6568
Steckplan@gmail.com

EDUCATION

Bachelor of Science in Civil Engineering, Marquette University, Milwaukee, Wisconsin, 1970
 Master of City and Regional Planning, Rutgers University, New Brunswick, New Jersey, 1972

LICENSING AND CERTIFICATION

New Jersey Professional Planner License No. 33L100177600 received in 1976
 American Institute of Certified Planners, Past Member ID#036672

POSITIONS HELD

1990 – Present	Principal of own planning consulting firm: Peter G. Steck – Community Planning Consultant
1981 – 1990	Director of the Department of Planning and Community Development, Township of Montclair. Coordination of 16-person department responsible for technical services to the Planning Board and Board of Adjustment, administration of Uniform Construction Code, commercial and residential property maintenance codes, Community Development Block Grant Program, Section 8 Existing Housing Program, and Neighborhood Preservation Balanced Housing Program. Prepared Master Plan, Housing Element, and Reexamination Reports. Secretary to the Planning Board and Board of Adjustment and Zoning Administrative Officer.
1978 – 1980	Associate Planner with Malcolm Kasler Associates, Hackensack, New Jersey. Responsibilities included preparation of master plans, development ordinances, fair share housing studies, and development application reviews.
1973 – 1978	Assistant Township Planner, Township of Montclair. Responsibilities included technical services to the Planning Board and Board of Adjustment, preparation of master plan background studies and capital improvement programs.
1972 – 1973	Associate Planner, Alvin E. Gershen Associates, Trenton, New Jersey. Prepared master plan background studies, land use studies, and development application reviews.

CITIZEN AND PROFESSIONAL INVOLVEMENT

Municipal Land Use Law Technical Review Committee, N. J. League of Municipalities
 New Jersey Planning Officials, Board of Councilors, Instructor
 Montclair Historical Society, Past Trustee
 Rutgers Center for Governmental Services – Continuing Education Lecturer
 CLE International – Conference Panelist
 Lorman Educational Services – Conference Panelist
 New Jersey Association of Planning and Zoning Administrators – Conference Panelist
 New Jersey Planning Officials – Achievement in Planning Award, 2009
 American Planning Association, New Jersey Chapter – Conference Panelist
 New Jersey Redevelopment Authority, Redevelopment Training Institute – Panelist
 Planner of Church Street in Montclair – Named a “Great Place” in New Jersey by APA, NJ in 2012 and named a “Great American Street” by the National Main Street Center in 2015.

APPENDIX B-2**CONSULTING EXPERIENCE**

Engaged in private consulting as a land use planner since 1981 representing municipalities, development boards, developers, and neighborhood associations. Work performed in OVER 200 New Jersey Municipalities. Expert testimony presented in Bergen, Passaic, Essex, Union, Mercer, Morris, Monmouth and Sussex Counties Superior Courts and before the New Jersey Meadowland Commission (now New Jersey Sports and Exposition Authority, various appraisal commissions, and the New Jersey Tax Court.

SERVICES PROVIDED TO THE FOLLOWING MUNICIPALITIES

Bridgewater Township	Caldwell Borough	Cedar Grove Township	Deal Borough
East Hanover Township	Elizabeth City	Englewood City	Franklin Township
Hackensack City	Kearny Town	Kenilworth Borough	Lafayette Township
Long Branch City	Madison Borough	Millburn Township	Moonachie Borough
Paramus Borough	Paterson City	Pequannock Township	Randolph Township
Ringwood Borough	Saddle Brook Twp.	Stillwater Township	Sayreville Borough
Teaneck Borough	Union Township	Upper Saddle River Boro.	

SERVICES TO PRIVATE CLIENTS IN THE FOLLOWING MUNICIPALITIES

Aberdeen Township	Allendale Borough	Andover Borough	Atlantic City
Atlantic Highlands Borough	Bayhead Borough	Bergenfield Borough	Berkeley Heights
Berkeley Township	Bernards Township	Blairstown Township	Bloomfield Township
Bogota Borough	Boonton Township	Boonton Town	Bound Brook Boro.
Bradley Beach Borough	Branchburg Twp.	Brick Township	Bridgewater Twp.
Byram Township	Camden City	Carlstadt Borough	Carteret Borough
Cedar Grove Township	Chatham Borough	Chatham Township	Cherry Hill Township
Clifton City	Cliffside Park Boro.	Clinton Township	Cranford Township
Deal Borough	Delaware Township	Denville Township	Dover Town
Edgewater Borough	Evesham Township	East Hanover Township	East Brunswick Twp.
East Orange City	East Rutherford Boro.	Eatontown Borough	Edison Township
Elizabeth City	Elmwood Park Boro.	Englewood City	Englewood Cliffs
Englishtown Borough	Essex Fells Borough	Ewing Township	Fairfield Township
Fair Haven Borough	Far Hills Borough	Florham Park Borough	Fort Lee Borough
Franklin Lakes Borough	Franklin Township	Freehold Borough	Freehold Township
Garfield City	Garwood Borough	Glen Ridge Borough	Glen Rock Borough
Green Brook Township	Hackensack City	Hacketstown Town	Hampton Township
Hanover Township	Harrington Park Boro.	Harrison Town	Hasbrouck Heights
Hoboken City	Hohokus Borough	Highland Park	Hillsdale Township
Hillside Borough	Hillsborough Twp.	Hawthorne Borough	Holmdel Township
Howell Township	Hope Township	Hopatcong Borough	Hopewell Township
Independence Township	Irvington Township	Jackson Township	Jamesburg Borough
Jersey City	Kearny Town	Kenilworth Borough	Lacy Township
Lakewood Township	Leonia Borough	Lincoln Park Borough	Linden City
Little Falls Township	Little Silver Borough	Livingston Township	Loch Arbor Village
Lodi Borough	Long Branch City	Long Hill Township	Lopatcong Township
Manchester Township	Mansfield Township	Maplewood Township	Manalapan Twp.
Marlboro Township	Mahwah Township	Maywood Borough	Mendham Borough
Mendham Township	Middletown Twp.	Midland Park Borough	Millburn Township
Monmouth Beach Borough	Monroe Township	Montclair Township	Montvale Borough
Montville Township	Morris Township	Morristown Town	Morris Plains Boro.
Mt. Arlington Borough	Mt. Laurel Township	Mt. Olive Township	Mountain Lakes
Neptune Township	Newark City	New Providence Borough	North Bergen Twp.

APPENDIX B-3

SERVICES TO PRIVATE CLIENTS IN THE FOLLOWING MUNICIPALITIES

Continued

North Caldwell Township	Northvale Borough	Nutley Township	Ocean Township
Oceanport Borough	Old Bridge Township	Old Tappan Borough	Oradell Borough
Oxford Township	Park Ridge Borough	Parsippany-Troy Hills Boro.	Piscataway Twp.
Plainfield City	Point Pleasant Boro.	Point Pleasant Beach Boro.	Princeton Township
Peapack Gladstone Boro.	Pequannock Twp.	Perth Amboy City	Rahway City
Ramsey Borough	Randolph Township	Raritan Township	Readington Twp.
Red Bank Borough	Ridgefield Park Village	Ridgewood Village	Ringwood Borough
River Edge Borough	River Vale Township	Rochelle Park Township	Rockaway Borough
Rockaway Township	Roseland Borough	Rumson Borough	Saddle Brook Twp.
Saddle River Borough	Sayreville Borough	Seaside Heights Borough	Secaucus Town
Shrewsbury Borough	Somers Point City	South Hackensack Twp.	South Orange Twp.
South Plainfield Borough	Springfield Township	Stanhope Borough	Stillwater Township
Summit City	Scotch Plains Boro.	South Brunswick Township	South Hackensack
Teaneck Township	Tenafly Borough	Teterboro Borough	Tewksbury Twp.
Tinton Falls Borough	Toms River Township	Tinton Falls Borough	Union City
Union Township	Upper Freehold Twp.	Upper Pittsgrove Borough	Upper Saddle River
Verona Borough	Vineland City	Wallington Borough	Wanaque Borough
Warren Township	Washington Twp.	Watchung Borough	Wayne Township
Weehawken Township	West Amwell Twp.	West Caldwell Township	Westfield Town
West Orange Township	West Milford Twp.	West Windsor Township	Wharton Borough
Wildwood City	Wood-Ridge Borough	Woodbridge Township	Wyckoff Township
Woodcliff Lake Borough	Westwood Borough		

PARTIAL LISTING OF PRIVATE CLIENTS

The Heller Group	Marriott Corporation	Weldon Materials	Kessler Institute
Kings Supermarkets	Barnes & Noble	Stavola Construction Materials	Salvation Army
The Rockefeller Group	Millennium Homes	Trammell Crow Residential	The Advance Group
Seton Hall Preparatory School	Schindler Elevator	Chase Manhattan Bank	Murray Construction
Saint Peter's College	Vornado, Inc.	The Home Depot	Manor Restaurant
Exxon Mobile Corporation	U S Home Corporation	The Applied Companies	Kindercare
K. Hovnanian Companies	Prudential Insurance	BMW of North America, LLC	Toll Brothers
Dwight-Englewood School	Wildlife Preserves, Inc.	Prism Capital Investors	Seton Hall
Bob Ciasulli Auto Group	Montammy Golf Club	Metro Honda Properties	Avalon Bay

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July 8, 2020

Via fax and electronic mail

Hon. Gregg A. Padovano
Bergen County Court House
10 Main Street
Court Room 331
Hackensack, New Jersey 07601

**Re: In the Matter of the Application of the Borough
of Edgewater, County of Bergen
Docket No: BER-L-6364-15**

**SJ 660, LLC Position Statement
Re: Settlement Agreement Between Edgewater
and FSHC Dated June 15, 2020, and the
Federal Court Settlement Agreement Between
Edgewater and 615 River Road Partners**

Dear Judge Padovano:

As this court is aware Greenbaum Rowe Smith & Davis, LLP represents SJ 660, LLC (“SJ 660”) in connection with this Fair Housing matter, as well as a related prerogative writ action. SJ 660 hereby submits its objection and reservation of rights with respect to the Settlement Agreement entered into between the Fair Share Housing Center (“FSHC”) and the Borough of Edgewater (“Edgewater” or “Borough”) (“FSHC Settlement Agreement”) in the declaratory judgment action captioned In Re Application of the Borough of Edgewater, County

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of Bergen, Docket No. BER-L-6364-15 (the “Declaratory Judgment Action”). SJ 660 also reserves its rights and objects with respect to the Settlement Agreement entered into between Edgewater and 615 River Road Partners (“615”) (the “Federal Court Settlement Agreement”) in the lawsuit entitled 615 River Road Partners, LLC v. Borough of Edgewater, Civil Action No. 2:17-12659 (JMV) (CLW). For the reasons articulated herein, as well as the Reply Expert Report of Peter Steck submitted herewith, SJ 660 believes the Fair Housing Settlement should be rejected by this Court.

Objections

SJ 660 incorporates herein the same objections it made to the Federal Court Settlement Agreement contained in SJ 660’s May 27, 2020 Brief in Opposition to the Request for a Fairness Hearing to Approve the Settlement Agreement, and its June 10, 2020 Reply Letter Brief and supporting certification. The objections include, but are not limited to, the fact that there has been little and/or incomplete disclosure of the content of the negotiations, analyses, communications and reports related to the proceedings in the Declaratory Judgment Action that led to the FSHC Settlement Agreement. Without the complete record, objectors, including SJ 660, are unable to determine the fairness of including 615’s property, as opposed to other properties, in the affordable housing plan. Further, as set forth below SJ 660 is reserving all its rights, and intends to present its full case following discovery in the prerogative writ action.

Based upon the information that has been provided, and without waiving its objections and reserving all its rights, SJ 660 states that the FSHC Settlement Agreement does not meet the

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well as the Settlement Agreement itself, are invalid. SJ 660 reserves its rights to take discovery and pursue these claims to the fullest extent possible in the prerogative writ proceeding.

With respect to both the FSHC Settlement Agreement and the Federal Court Settlement Agreement, SJ 660 reserves its rights to challenge any and all official actions taken in the future by the Borough, and its boards and agencies, relating to the development of 615's property located at 615 River Road, including, but not limited to, development approvals and zoning changes.

These reservations of rights are in accord with existing law, as has been acknowledged by the parties and intervenors, like the Borough of Cliffside Park, to the Declaratory Judgment Action. The purpose of a fairness hearing in an affordable housing declaratory judgment action is to ensure that the interests of low and moderate income households are adequately protected in any settlement with a municipality. The validity of any municipal ordinances and approvals that are subsequently adopted to effectuate the development of any particular property are to be addressed if and when those ordinances and approvals are adopted. As stated by Edgewater's counsel in her June 20, 2020 letter to the Court:

It is well settled that the time to challenge a municipal action related to affordable housing – other than on the basis that the settlement is not “fair and reasonable” to low and moderate income households in the region – is by a prerogative writ timely filed after the municipality takes action to implement the settlement, such as when it amends the Master Plan or adopts a zoning ordinance to effectuate the affordable housing agreement. That municipal action has not yet occurred ...

Elgart June 20, 2020 letter, page 3.

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The Court in East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996) confirms this procedure:

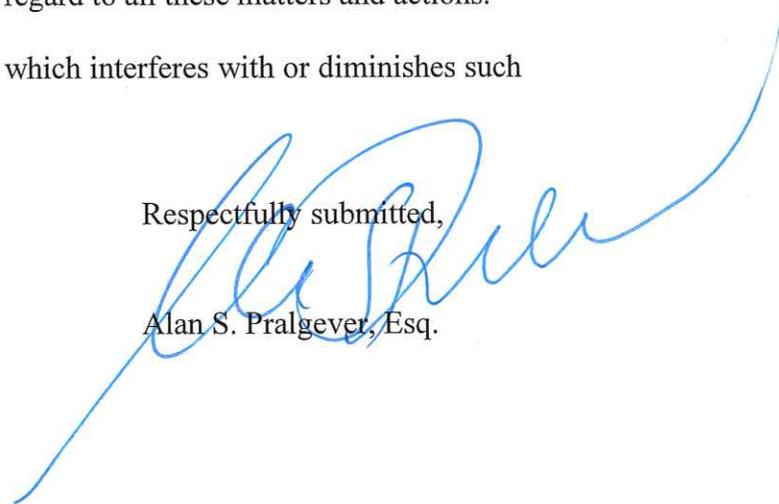
The hearing described in *Morris County* necessarily focuses on whether the components of the settlement protect lower-income persons by satisfying, in whole or in part, the municipality's constitutional obligation to provide affordable housing. Nothing in *Morris County* suggests that the "fairness" hearing procedure is intended to adjudicate in advance the validity of proposed amendments to the master plan or zoning ordinance necessary to implement the settlement. Nothing said in the opinion forecloses an interested party from instituting a prerogative writs action challenging an amendment to the master plan or zoning ordinance based on the well-established criteria for testing the validity of a land-use ordinance.

286 N.J. Super. at 311.

Therefore, SJ 660 reserves its rights with regard to all these matters and actions.

We urge this Court not to take any action herein which interferes with or diminishes such rights.

Respectfully submitted,



Alan S. Pralgever, Esq.

ASP:ad

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