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June 24, 2019

Anthony R. Suarez, Esq.
Werner Suarez & Moran, LLC
One University Plaza, Suite 117
Hackensack, NJ 07601

**Re: In the Matter of the Borough of River Edge, County of Bergen, Docket
No. BER-L-6292-15**

Dear Mr. Suarez:

This letter memorializes the terms of an agreement reached between the Borough of River Edge (the Borough or "River Edge"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

The Borough filed the above-captioned matter on July 9, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, in accordance with In re N.J.A.C. 5:96 and 5:97, *supra*. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Present and Prospective Need instead of doing so through plenary adjudication of the Third Round Present and Prospective Need.
3. FSHC and River Edge hereby agree that River Edge's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	32
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	73
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	197

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.
5. FSHC and the Borough agree that River Edge does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends and is free to take the position before the Court that the 197 unit Third Round Obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's calculation of the Borough's Third Round Obligation.
6. The Borough's efforts to meet its present need include the following: The Borough may conduct a structural conditions survey in accordance with the applicable rules and processes of the Council on Affordable Housing. This survey shall be submitted for review to the Special Master and FSHC at least 60 days prior to the compliance hearing in this matter. In the event the survey demonstrates that there is not a Rehabilitation obligation or there is a reduced obligation, and if that conclusion is accepted by the Special Master and FSHC, the Borough shall have no obligation to administer a rehabilitation program or shall only have to fulfill the reduced rehabilitation obligation in accordance with the survey results. In the event that there is a rehabilitation obligation demonstrated by the survey or that the municipality does not conduct a survey and therefore accepts the 32-unit obligation, the municipality plans to meet this obligation through participation in the Bergen County Housing Rehabilitation Program and through a supplemental municipally operated rehabilitation program that shall be available to rental units. Said municipal program shall meet the requirements in N.J.A.C. 5:93-5.2.
7. As noted above, the Borough has a Prior Round (new construction) Obligation of 73 units which is met and satisfied through the following compliance mechanisms:

Mechanism	Number of Units	Bonus Credits	Total Credits
Senior Residence at St. Peter the Apostle Church	18 (of 23 total)		18
New Concepts for Living	5		5
Community Options	3		3

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 2017.

EHAB Human Services	4		4
New Bridge Landing Station (Redevelopment Area)	19	19	38
Kinderkamack Road (Redevelopment Area)	5		5
Total	54	19	73

8. To address the Third Round (new construction) obligation of 197 units, the Borough is entitled to a vacant land adjustment. The Borough, as calculated in its vacant land analysis attached hereto as Exhibit "A", the Borough has a realistic development potential (RDP) of 0 units. The RDP of 0, subtracted from the Third Round Obligation of 197 units, results in an Unmet Need of 197 units, which shall be addressed through the following mechanisms, as more fully described in Exhibit B to this Agreement:
- a) New Bridge Landing Apartments (Now Atkins) – 7 units
 - b) Senior Residence at St. Peter the Apostle Church – 5 units
 - c) Multifamily and Senior Conditional Use District (Section 416-36.1 of Borough Code) Block 1005 Lots 6.01 through 12 and Block 1302 Lots 1 and 2. Permitting up to 37.5 du/a and requiring a 15% set-aside if the units are rental and 20% set-aside if the units are for-sale.
 - d) Overlay zoning on Block 1303 Lots 3, 4, and 5 – The Borough agrees to adopt overlay zoning on this approximately 3.3 acre +/- site permitting up to 20 du/a and requiring a 20% set-aside.
 - e) Mandatory Set-aside Ordinance - The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.
9. The Borough intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
- a. New Bridge Landing Station Redevelopment Area (Block 1411 Lots 1.01 and 1.02; Block 1412 Lots 1, 2, and 3) – the Borough previously adopted a Redevelopment Plan dated June 8, 2007 for these parcels. For a variety of reasons redevelopment of these sites never occurred. The Borough is proposing to amend the Redevelopment Plan with new standards. The Borough agrees to adopt an Amended Redevelopment Plan for this site which permits residential uses of at least 25 du/a and requiring a 20% set-aside prior to the final compliance hearing in this matter.
 - b. Kinderkamack Road Redevelopment Area (Block 1413 Lots 1, 2.01, 4, and 5) – the Borough previously adopted a Redevelopment Plan dated April 27, 2010 for these parcels. For a variety of reasons redevelopment of these sites did not occur. The Borough is proposing to amend the Redevelopment Plan with new standards.

The Borough agrees to adopt an Amended Redevelopment Plan for this site which permits residential uses of at least 20 du/a and requiring a 20% set-aside prior to the final compliance hearing in this matter.

10. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Development/Compliance Mechanism	Number of Very Low Income Units
Community Options	3
EHAB Human Services	4
New Bridge Landing Station (Redevelopment Area)	3
Kinderkamack Road (Redevelopment Area)	1
New Bridge Landing Apartments (Now Atkins)	1
Overlay Zone Block 1303 Lots 3, 4 & 5	2
Total:	14

The municipality will also require 13% of any affordable units developed through the mandatory set aside ordinance to be very low income units.

11. The Borough shall meet its Third Round RDP and unmet need in accordance with the following standards as agreed to by the Parties and reflected in paragraph 7 above:
- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round RDP and unmet need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round RDP and unmet need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round RDP and unmet need in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, and Supportive

Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

13. 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 seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Borough, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the Housing Region in which the Borough is located (in this case, Housing Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior

year. In no event shall the Regional Asset Limit be less than that for the previous year.

14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in COAH's Region 1 (Bergen, Hudson, Sussex, Passaic Counties), or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; maintaining all mechanisms set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Borough's Third Round Obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
17. The Borough shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter that includes approval of the Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. Said forms shall be provided to the Borough prior to the compliance hearing.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review, due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. Prior to becoming effective, this Settlement Agreement must be approved by the Court following or in conjunction with a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$4,900 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey. Venue for any action regarding this Agreement shall be Bergen County.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
35. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC: Kevin D. Walsh, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE BOROUGH: Borough Hall
705 Kinderkamack Road
River Edge, New Jersey 07661
Phone: (201)599-6300
Telecopier:
Email: _____

and

WITH A COPY TO THE MUNICIPAL CLERK: Stephanie Evans, Borough Clerk
Borough of River Edge
705 Kinderkamack Road
River Edge, New Jersey 07660
Phone: (201)599-6303
Telecopier:
Email: sevans@riveredgenj.org

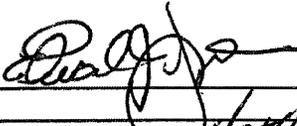
Please sign below if these terms are acceptable.

Sincerely,

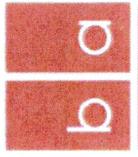


Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Borough of River Edge, with the authorization
of the governing body:



Dated: 6/28/19



B U R G I S
ASSOCIATES, INC

COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

PHILIP RYAN
Joseph H. Burgis P.E., ACP
Edward Smetek, II P.E., LLA, ASLA

**BOROUGH OF RIVER EDGE: VACANT LAND ASSESSMENT
PUBLIC PROPERTY (PROPERTY CLASSIFICATION 15C)**

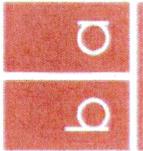
ID	Block	Lot	Owner Name	Property Location	Comments	Developable	Area (sq)	Developable Area
1	110	1	BOROUGH OF RIVER EDGE	KENWOOD RD	Lot too small to qualify for RDP analysis. Shape renders the lot undevelopable. Part of stream corridor.	No	0.11	0
2	111	1	BOROUGH OF RIVER EDGE	SURREY LANE	Lot too small to qualify for RDP analysis. Entirety of constrained by wetlands associated with adjacent stream.	No	0.17	0
3	112	1	BORO OF RIVER EDGE	WOODLAND AVE	Lot too small to qualify for RDP analysis. Nearly Entirety of site constrained by wetlands associated with adjacent stream.	No	0.38	0
4	207	10	BOROUGH OF RIVER EDGE	GATES AVE	Lot too small to qualify for RDP analysis. Included on Vacant Land Analysis. Impacted by steep slopes. Lacks frontage on developed road	No	0.28	0
5	212	1901	BOROUGH OF RIVER EDGE	46 LINCOLN AV	Lot too small to qualify for RDP analysis.	No	0.11	0
6	212	2501	BOROUGH OF RIVER EDGE	836 KINDERKAMACK RD	Lot too small to qualify for RDP analysis. Public parking for adjacent commercial properties on Kinderkamack Road	No	0.18	0
7	212	2502	BOROUGH OF RIVER EDGE	41 GROVE AV	Lot too small to qualify for RDP analysis. Public parking for adjacent commercial properties on Kinderkamack Road	No	0.20	0
8	214	1	BOROUGH OF RIVER EDGE	GATES AV	Lot too small to qualify for RDP analysis. Borough's DPW yard. Impacted by floodplain and wetlands associated with Hackensack River.	No	7.61	0
9	215	1	BOROUGH OF RIVER EDGE	10 RIVER EDGE RD	Lot does not qualify for RDP analysis. Developed with surface parking for River Edge Train Station.	No	0.94	0
10	305	7.07	BOROUGH OF RIVER EDGE	220-239 WEBB AV	Lot does not qualify for RDP analysis. Open space/Memorial Park.	No	10.54	0
11	305	36	RIVER EDGE VOL AMBULANCE SERV. INC	206 CONTINENTAL AV	Lot does not qualify for RDP analysis. Owned by Borough Ambulance Corps.	No	0.07	0
12	307	8	COUNTY OF BERGEN	CONTINENTAL AVE	Lot too small to qualify for RDP analysis. Owned by Bergen County	No	0.08	0
13	404	8	BOROUGH OF RIVER EDGE	RIVER EDGE RD	Lot too small to qualify for RDP analysis. Developed with surface parking for River Edge Train Station.	No	0.26	0
14	408	5	BOROUGH OF RIVER EDGE	705 KINDERKAMACK RD	Lot does not qualify for RDP analysis. Developed with Borough Hall.	No	1.00	0
15	410	3	BOROUGH OF RIVER EDGE	1 RIVER EDGE RD	Lot too small to qualify for RDP analysis	No	0.08	0
16	412	2	BOROUGH OF RIVER EDGE	11 MAPLE PL	Lot too small to qualify for RDP analysis. Undeveloped paper street.	No	0.30	0
17	413	2	BOROUGH OF RIVER EDGE	11-17 ELM PL	Lot too small to qualify for RDP analysis. Undeveloped paper street.	No	0.45	0
18	414	1.02	N.J. TRANSIT - DEPT. TRANSPORTATION	EAST OF R R	Lot does not qualify for RDP analysis. Owned by NJDOT. Nearly Entirety of site constrained by floodplain and wetlands.	No	1.03	0
19	414	2	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot does not qualify for RDP analysis. Nearly entirety of site constrained by floodplain and wetlands.	No	2.77	0
20	501	1	COUNTY OF BERGEN	CONTINENTAL AV	Lot too small to qualify for RDP analysis. Owned by Bergen County	No	0.05	0
21	503	2	BOROUGH OF RIVER EDGE	685 ELM AV	Lot does not qualify for RDP analysis. Developed with Borough Library and future community center & open space/park.	No	4.99	0
22	503	3	BOROUGH OF RIVER EDGE	215 CONTINENTAL AVE	Lot too small to qualify for RDP analysis. Developed with community building and surface parking.	No	0.38	0
23	504	1.08	COUNTY OF BERGEN	VAN SAUN PARK	Lot does not qualify for RDP analysis. Owned Bergen County. Van Saun County Park	No	84.66	0
24	601	6	BOROUGH OF RIVER EDGE	TENNEY AVENUE	Lot too small to qualify for RDP analysis. Undeveloped paper street	No	0.17	0
25	604	6.02	BOROUGH OF RIVER EDGE	601 OAK AVE	Lot too small to qualify for RDP analysis.	No	0.04	0
26	605	9	BOROUGH OF RIVER EDGE	551 OAK AV	Lot too small to qualify for RDP analysis.	No	0.19	0
27	610	21	BOROUGH OF RIVER EDGE	550 MONROE AV	Lot does not qualify for RDP analysis. Open space/Greenway Park.	No	1.36	0
28	611	1	BOROUGH OF RIVER EDGE	530 OAK AV	Lot too small to qualify for RDP analysis.	No	0.06	0
29	612	5	BOROUGH OF RIVER EDGE	113 TENNEY AVE	Lot too small to qualify for RDP analysis. Borough Hall and Fire Department parking.	No	0.18	0

EXH. A

ID	Block	Lot	Owner Name	Property Location	Comments	Developable	Area (sq)	Developable Area
30	612	6	BOROUGH OF RIVER EDGE	695 KINDERKAMACK RD	Lot too small to qualify for RDP analysis. Borough Fire House	No	0.30	0
31	616	1002	BOROUGH OF RIVER EDGE	2 MADISON AV	Lot too small to qualify for RDP analysis	No	0.15	0
32	616	1902	UNITED STATES POSTAL SERVICE	650 KINDERKAMACK RD	Lot does not qualify for RDP analysis. Owned by and developed with U.S. Post Office.	No	0.46	0
33	618	11	BOROUGH OF RIVER EDGE	CENTER AVE.	Lot too small to qualify for RDP analysis	No	0.18	0
34	620	1.03	RIVER EDGE SWIM CLUB, LESSEE	600 RIVERSIDE WAY	Lot does not qualify for RDP analysis. Developed with Borough swim club	No	4.56	0
35	620	2	BOROUGH OF RIVER EDGE	1 RIVERSIDE WAY	Lot does not qualify for RDP analysis. DPW facilities and KBC Field	No	11.84	0
36	620	4	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot too small to qualify for RDP analysis	No	0.03	0
37	701	1	BOROUGH OF RIVER EDGE	533 MONROE CT	Lot does not qualify for RDP analysis. Nearly entirety of site constrained by steep slopes. Limited public ROW frontage. Adjacent to Van Saun Park woods	No	1.38	0
38	703	1302	BOROUGH OF RIVER EDGE	565 ELM AV	Lot too small to qualify for RDP analysis	No	0.17	0
39	704	13	BOROUGH OF RIVER EDGE	535 ELM AV	Lot too small to qualify for RDP analysis	No	0.11	0
40	705	1303	BOROUGH OF RIVER EDGE	525 ELM AV	Lot too small to qualify for RDP analysis	No	0.14	0
41	706	1601	BOROUGH OF RIVER EDGE	515 ELM AV	Lot too small to qualify for RDP analysis	No	0.19	0
42	707	17	BOROUGH OF RIVER EDGE	485 ELM AV	Lot too small to qualify for RDP analysis	No	0.11	0
43	805	1.02	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot too small to qualify for RDP analysis	No	0.03	0
44	805	3	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot does not qualify for RDP analysis. Entirety of site is constrained by floodplain and wetlands associated with the Hackensack River.	No	4.20	0
45	805	4	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot does not qualify for RDP analysis. Entirety of site is constrained by floodplain and wetlands associated with the Hackensack River.	No	0.79	0
46	805	6	BOROUGH OF RIVER EDGE	HACKENSACK RIVER	Lot too small to qualify for RDP analysis	No	0.11	0
47	806	9	BOROUGH OF RIVER EDGE	465 OAK AV	Lot too small to qualify for RDP analysis	No	0.19	0
48	807	25	BOROUGH OF RIVER EDGE	466 OAK AV	Lot too small to qualify for RDP analysis. Stream corridor. Nearly entirety of site constrained by wetlands	No	0.11	0
49	813	2.02	BOROUGH OF RIVER EDGE	150 WAYNE AV	Lot too small to qualify for RDP analysis. Stream corridor. Nearly entirety of site constrained by wetlands	No	0.36	0
50	909	2	BOROUGH OF RIVER EDGE	234 HOWLAND AV	Lot does not qualify for RDP analysis. Irregular lot shape follows stream corridor. Constrained by wetlands	No	0.79	0
51	1005	4	THE BOROUGH OF RIVER EDGE	330 KINDERKAMACK RD.	Lot too small to qualify for RDP analysis. Shallow lot depth adjacent to railroad. Environmental constraints: steep slopes.	No	0.12	0
52	1005	5	BOROUGH OF RIVER EDGE	320 KNINDERKAMACK RD	Lot too small to qualify for RDP analysis. Shallow lot depth adjacent to railroad. Environmental constraints: steep slopes	No	0.43	0
53	1006	1	COUNTY OF BERGEN	HACKENSACK RIVER	Lot too small to qualify for RDP analysis. Owned by Bergen County. Located in riparian zone of Hackensack River	No	0.03	0
54	1101	1502	BOROUGH OF RIVER EDGE	1A EASTBROOK DR.	Lot does not qualify for RDP analysis. Nearly entirety of site constrained by floodplain and wetlands associated with stream that traverses the lot	No	6.99	0
55	1103	3	BOROUGH OF RIVER EDGE	65 EASTBROOK DR	Lot does not qualify for RDP analysis. Majority of site impacted by environmental constraints associated with adjacent stream, including floodplain, wetlands and steep slopes. Approximately 56995.7 square feet are constrained	No	1.70	16850
56	1103	8	BOROUGH OF RIVER EDGE	395 HOWLAND AV	Lot too small to qualify for RDP analysis. Entirety of site constrained by floodplain and wetlands associated with adjacent stream	No	0.54	0
57	1103	1001	BOROUGH OF RIVER EDGE	379 HOWLAND AV	Lot too small to qualify for RDP analysis. Lot shape and access not suitable for development	No	0.48	21076
58	1201	1	N.J. TRANSIT-DEPT TRANSPORTATION	117 ONEIDA DRIVE	Lot does not qualify for RDP analysis. Owned by NJ Transit. Nearly entirety of site constrained by floodplain and wetlands associated with adjacent stream.	No	0.95	0
59	1205	17	BOROUGH OF RIVER EDGE	VAN SAUN DR	Lot too small to qualify for RDP analysis. Not developable due to irregular shape and lack of frontage	No	0.68	0
60	1206	10	BOROUGH OF RIVER EDGE	232 VAN SAUN DR	Lot too small to qualify for RDP analysis. Stream corridor. Entirety of site constrained by wetlands	No	0.35	0
61	1209	14	BOROUGH OF RIVER EDGE	158 LOZIER TERR	Lot too small to qualify for RDP analysis	No	0.05	0
62	1302	15	BOROUGH OF RIVER EDGE	152 KINDERKAMACK RD	Lot too small to qualify for RDP analysis	No	0.07	0
63	1302	17	BOROUGH OF RIVER EDGE	140 KINDERKAMACK ROAD	Lot too small to qualify for RDP analysis. Open space/park.	No	0.42	0
64	1303	1	COUNTY OF BERGEN	7 NEWBRIDGE RD	Lot does not qualify for RDP analysis. Bergen County owned open space. Wetlands and riparian zone of Hackensack River	No	6.69	0
65	1303	2	COUNTY OF BERGEN	11 NEWBRIDGE RD	Lot does not qualify for RDP analysis. Bergen County owned open space. Nearly entirety of site constrained by floodplain associated with Hackensack River.	No	0.99	0

ID	Block	Lot	Owner Name	Property Location	Comments	Developable	Area (ac)	Developable Area
66	1304	2	BERGEN CITY HISTORICAL SOCIETY INC	1201 & 1205 MAIN STREET	Lot does not qualify for RDP analysis. Owned by Bergen County Historical Society. New Bridge Landing Historical Site	No	7.08	0
67	1304	3	STATE OF NJ CORP	1209 MAIN STREET	Lot does not qualify for RDP analysis. Van Steuben House historical site. Entirety of site constrained by floodplain and wetlands.	No	1.55	0
68	1305	1	STATE OF NEW JERSEY, EPA	488 HACKENSACK AV	Lot too small to qualify for RDP analysis. Owned by Bergen County. Entirety of site constrained by floodplain.	No	0.67	0
69	1305	2	COUNTY OF BERGEN	489 HACKENSACK AV	Lot too small to qualify for RDP analysis. Owned by Bergen County. Entirety of site constrained by floodplain.	No	0.03	0
70	1305	3	COUNTY OF BERGEN	429 HACKENSACK AV	Lot too small to qualify for RDP analysis. Part of New Bridge Road Jug handle right-of-way	No	0.02	0
71	1305	4	COUNTY OF BERGEN	460 HACKENSACK AV	Lot too small to qualify for RDP analysis. Owned by Bergen County. Entirety of site constrained by floodplain.	No	0.14	0
72	1305	5	STATE OF NJ, DEPT OF ENVIR PROT	480 HACKENSACK AV	Lot too small to qualify for RDP analysis. Owned by NJDEP	No	0.12	0
73	1306	1	NJ DEPT OF ENVIRONMENTAL PROT	1210 MAIN ST	Lot too small to qualify for RDP analysis. Owned by NJDEP. Located in Hackensack River corridor.	No	0.05	0
74	1306	2	BOROUGH OF RIVER EDGE	1200 MAIN ST	Lot too small to qualify for RDP analysis. Located in Hackensack River riparian zone. Site is entirely constrained by floodplain.	No	0.21	0
75	1402	5.01	NJ DEPT OF TRANSPORTATION	RT. 4	Lot too small to qualify for RDP analysis. Owned by NJDOT	No	0.01	0
76	1405	7	STATE OF NEW JERSEY	ROUTE 4	Lot too small to qualify for RDP analysis. Owned by State of New Jersey	No	0.02	0
77	1410	5	BOROUGH OF RIVER EDGE	55 ACKERSON STREET	Lot too small to qualify for RDP analysis. Developed with Borough Fire House. Constrained with floodplain.	No	0.37	0
78	1411	1.02	BOROUGH OF RIVER EDGE	GRAND AVE	Redevelopment Area with affordable housing requirement.	No	0.63	0
79	1412	1	NJ TRANSIT CORP OF NJ	124 GRAND AVE.	Lot does not qualify for RDP analysis. Owned by NJ Transit. Surface parking for New Bridge Landing Station. Entirety of site constrained by floodplain and wetlands. In New Bridge Landing Station Redevelopment Area.	No	2.24	0
80	1412	2	NJ TRANSIT CORP	126 GRAND AVE	Lot too small to qualify for RDP analysis. Owned by NJ Transit. Surface parking for New Bridge Landing Station. Entirety of site constrained by floodplain and wetlands. In New Bridge Landing Station Redevelopment Area.	No	0.30	0
81	1412	3	BOROUGH OF RIVER EDGE	134 GRAND AVE	Lot too small to qualify for RDP analysis. Developed with surface parking for New Bridge Landing Station. Included in New Bridge Landing Station Redevelopment Area with affordable housing requirement.	No	0.40	0
82	1414	1	NJ TRANSIT - DEPT. TRANSPORTATION	KINDERKAMACK RD	Lot too small to qualify for RDP analysis. Owned by NJ Transit and part of New Bridge Landing Station parking area	No	0.05	0
83	1415	2	BOROUGH OF RIVER EDGE	ROUTE 4	Lot too small to qualify for RDP analysis. Developed with retail	No	0.06	0
84	1416	1	STATE OF NEW JERSEY	ROUTE 4	Lot too small to qualify for RDP analysis. Nearly entirety of site constrained by floodplain.	No	0.06	0
85	1416	3	BOROUGH OF MAYWOOD	GRAND AVE	Lot too small to qualify for RDP analysis. Owned by Borough of Maywood. Site is entirely constrained by floodplain.	No	0.07	0
86	1419	1	NJ TRANSIT - DEPT. TRANSPORTATION	4-4A RTE 4 WEST	Lot too small to qualify for RDP analysis. Open Space/Park	No	0.14	0
620		1	BOROUGH OF RIVER EDGE	550 RIVERSIDE WAY	Lot does not qualify for RDP analysis. Encompasses Block 620 Lots 1.03, 2 and 4. Developed with Borough swim club and KBG Park. Not Mapped.	No	10.96	0
703		1301	BOROUGH OF RIVER EDGE	198 GREENWAY TERRACE	Lot too small to qualify for RDP analysis. Not Mapped	No	0.04	0
703		1601	BOROUGH OF RIVER EDGE	575 ELM STREET	Lot too small to qualify for RDP analysis. Not Mapped.	No	0.0	0

Land Categorization	Acres
Total Public-Owned Land (Prop. Class 15C)	179.58 ac
Total Qualifying Public Land of Lots Minimally .83 Acres	0.0 ac
Realistic Development Potential (RDP)	0 units



COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

PIRELLA GÖTTSCHE LOWE
JOSEPH H. BURGIS PP, AICP
EDWARD STRICKUS, II PP, LIA, ASLA

BURGIS
ASSOCIATES, INC.

BOROUGH OF RIVER EDGE: VACANT LAND ASSESSMENT

ID	Block	Lot	Property Location	Owner	Comments	Area (ac)	Developable Area (ac)	Developable
1	114	18	188 WOODLAND AVE	ALBACH, WALTER CARL; ET AL	Lot too small to qualify for RDP analysis. Common ownership with adjoining property owner at 188 Woodland Avenue. Parcel located in established single family neighborhood.	0.11	0.11	No
2	212	3	43 WASHINGTON AVE	BUKUR, DENNIS & AGNESSA P. U.	Lot too small to qualify for RDP analysis. Parcel located in established single family neighborhood.	0.36	0.36	No
3	301	13	EIGHTH AVE	BARNES, HELEN AND KELLY LYNN	Lot too small to qualify for RDP analysis. Owned by adjoining Paramus property owner. Environmental Constraints: Wetlands. Entirety of site is constrained.	0.06	0.00	No
4	301	14	EIGHTH AVE	BARNES, HELEN & KELLY LYNN	Lot too small to qualify for RDP analysis. Owned by adjoining Paramus property owner. Environmental Constraints: Wetlands. Entirety of site is constrained.	0.06	0.00	No
5	301	15	EIGHTH AVE	BARNES, HELEN & KELLY LYNN	Lot too small to qualify for RDP analysis. Owned by adjoining Paramus property owner. Environmental Constraints: Wetlands. Entirety of site is constrained.	0.22	0.00	No
6	307	1	745 EIGHTH AVE	SAMMON, BRIGID RUVOLO	Lot too small to qualify for RDP analysis. Owned by adjoining property owner located at 731 8th Avenue. Environmental Constraints: 100 Year Flood Plain, Wetlands. Nearly entirety of parcel is constrained.	0.25	0.01	No
7	402	4	781 SUMMIT AVE	BOGUE, STEPHEN A (TRUSTEE)	Lot too small to qualify for RDP analysis. Owned by adjoining property owner at 785 Summit Avenue	0.21	0.21	No
8	412	3	ELM PL	KROKUS, PAUL A. & MARGUERITE M	Lot too small to qualify for RDP analysis. Owned by adjoining property owner located at 690 Center Avenue. Elm Pl is an undeveloped paper street.	0.26	0.26	No
9	620	3	HACKENSACK RIVER	PIGNATELLI, JOSEPH & CAROL	Lot too small to qualify for RDP analysis. Subdivided into Lots 3.01 and 3.02 owned by the same party. Environmental constraints: Wetlands, 100 Year Flood Plain. Entirety of parcel is constrained.	0.23	0.00	No
10	805	2	HACKENSACK RIVER	A&S REALTY, LLC	Lot too small to qualify for RDP analysis. Parcel is in Hackensack River riparian zone.	0.18	0.00	No
11	805	5	HACKENSACK RIVER	BOE ASSOCIATES	Lot too small to qualify for RDP analysis. Parcel is in Hackensack River riparian zone.	0.14	0.00	No
12	1002	16.01	389 MERCER AVE	CACCAVALE, PAUL & RITA	Lot too small to qualify for RDP analysis. Located on cul-de-sac in single family neighborhood.	0.24	0.18	No
13	1004	8.02	381 KINDERKAMACK RD	GIOFFRE, MERCURIO (ETALS)	Lot too small to qualify for RDP analysis. Front lawn of historic 385 Kinderkarnack Road and owned by same party. Pending single family dwelling application.	0.24	0.24	No
14	1005	3	360 KINDERKAMACK RD	MICERA, MARIA	Lot too small to qualify for RDP analysis. Location and dimensions prohibit development. Environmental Constraints: Steep Slopes. Approximately 17,978.021312 square feet are constrained.	0.45	0.04	No
15	1103	5	98 BROWN CIRCLE	ANDREA FREUND	Lot too small to qualify for RDP analysis. Rear of adjoining property with common owner located at 98 Brown Circle, Paramus. Environmental Constraints: 100 Year Flood Plain, Wetlands. Approximately 4876.017526 square feet are constrained.	0.14	0.03	No
16	1103	6	100 BROWN CIRCLE	FRIEDMAN, MARTIN & ROINA E.	Lot too small to qualify for RDP analysis. Rear of adjoining property with common owner located at 100 Brown Circle, Paramus. Environmental Constraints: 100 Year Flood Plain, Wetlands. Approximately 3588.377051 sf are constrained.	0.13	0.05	No
17	1103	7	102 BROWN CIRCLE	ADELSON, LAWRENCE G. & ROSALINDA	Lot too small to qualify for RDP analysis. Rear of adjoining property with common owner located at 102 Brown Circle, Paramus. Environmental Constraints: 100 Year Flood Plain, Wetlands. Approximately 10013.10011 sf are constrained.	0.25	0.02	No
18	1207	42	151 BOBERT RD	MOSA, SAMEH & SANAA	Lot too small to qualify for RDP analysis. Common ownership with adjoining property owner at 155 Bogert Road. Parcel located in established single family neighborhood.	0.11	0.11	No

ID	Block	Lot	Property Location	Owner	Comments	Area (ac)	Developable Area (ac)	Developable
19	1306	4.01	COMMERCE WAY	HICA/C/O ALTIMA MGMT, CO, INC	Lot too small to qualify for RDP analysis. Parcel is located in Hackensack River riparian zone. Environmental constraints: 100 Year Flood Plain. Entirety of site is constrained.	0.17	0.00	No
20	1306	4.02	COMMERCE WAY	60 COMMERCE C/O WOOD LEE	Lot too small to qualify for RDP analysis. Parcel is developed and owned by adjoining Hackensack property owner. Environmental constraints: 100 Year Flood Plain. Entirety of site is constrained.	0.21	0.00	No
21	1413	1	2 ROUTE 4 WEST	R.O.S. REALTY ASSOC TRANSPORTAION	Lot too small to qualify for RDP analysis.	0.19	0.19	No
22	1417	2	281 JOHNSON AVE	WEEDO, CALVIN C.	Lot too small to qualify for RDP analysis. Parking for adjacent restaurant (Rugova). Lot has been subdivided into Lots 2 and 2.01. Environmental Constraints: 100 Year Flood Plain. Approximately 2125,382935 square feet are constrained.	0.27	0.22	No
23	1418	2	278 JOHNSON AVE	GREAT OUTDOOR, INC CO GAESS CO	Lot too small to qualify for RDP analysis. Storage area for Let It Grow. Environmental constraints: 100 Year Flood Plain, Steep Slopes. Nearly entirety of site is constrained.	0.18	0.00	No
24	1418	3	11 ROUTE 4 EAST	GREAT OUTDOOR, INC C/O GAESS CO	Lot too small to qualify for RDP analysis. Storage area for Let It Grow. Environmental Constraints: 100 Year Flood Plain, Steep Slopes. Entirety of site is constrained.	0.34	0.00	No
25	1418	4	67 MADISON ST	GREAT OUTDOOR, INC C/O GAESS CO	Lot too small to qualify for RDP analysis. Storage area for Let It Grow. Environmental Constraints: 100 Year Flood Plain, Steep Slopes. Entirety of site is constrained.	0.25	0.00	No

Land Categorization	Acreage
Total Vacant Land	5.25 ac
Total Vacant Land of Lots Minimally .83 Acres	0.0 ac
Total Developable Area of Lots Minimally .83 Acres	0.0 ac
Realistic Development Potential (RDP)	0 units



Legend

- Boundary
- Municipal Boundaries
- Wetlands
- Wetland Phases
- Water-Related Areas
- Shadows
- Vegetation
- 50' Wetland Buffer
- 100' Year Flood Plain

Steep Slopes

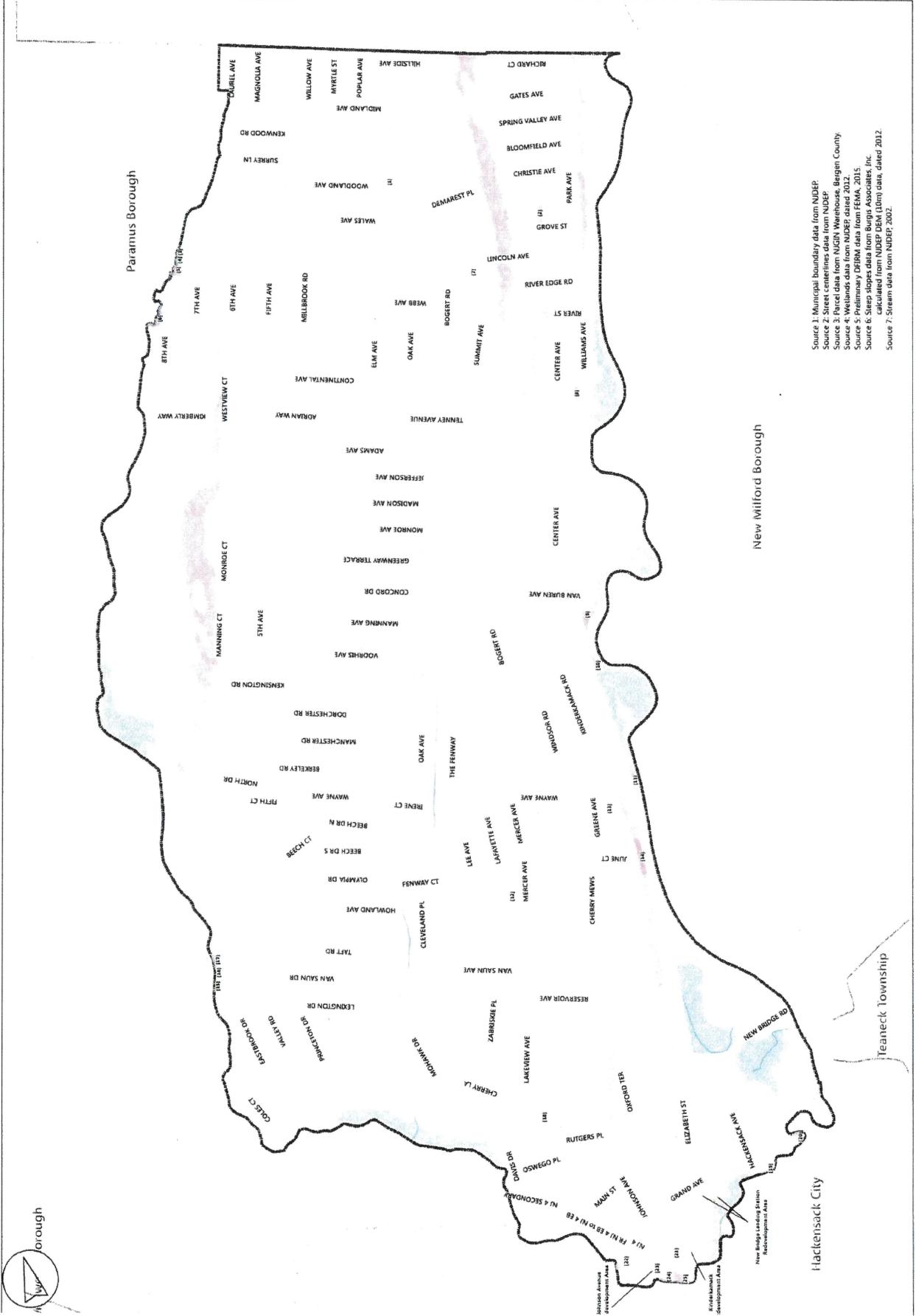
- >15%
- >10%

Day	Revision	Date	By	Checked

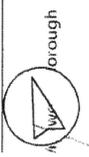
Day: The Vacant Land w/ Environmental Constraints

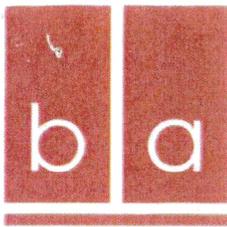
Graphic Scale: 0 200 400 800 Feet

JOSHUA H. BURGIS, AEP	
PROFESSIONAL PLANNER	
New Jersey License No. 210-210	
Project No.	11110
Sheet No.	1 of 1
Date	02/18/11
Scale	1" = 400'
Drawn By	
Day No.	



- Source 1: Municipal boundary data from NJDEP
- Source 2: Street centerlines data from NJDEP
- Source 3: Parcel data from NJGEN Warehouse, Bergen County
- Source 4: Wetlands data from NJDEP dated 2012
- Source 5: Preliminary DRRM data from FEMA, 2015
- Source 6: Steep slopes data from Burgis Associates, Inc. calculated from NJDEP DRRM (Drm) data, dated 2012
- Source 7: Stream data from NJDEP, 2007





COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

B U R G I S
ASSOCIATES, INC.

Exh. B

PRINCIPALS:
Joseph H. Burgis PP, AICP
Edward Snieckus Jr., PP, LLA, ASLA

Borough of River Edge
Fair Share Plan Summary
June 24, 2019

Prior Round ('87-'99) Plan Mechanisms
Prior Round Obligation = 73 units

Mechanism	Number of Units	Bonus Credits	Total Credits
<u>Prior Cycle Credits (Pre-1986)</u>			
Senior Residence at St. Peter the Apostle Church	18	-	18
<u>Group Homes</u>			
New Concepts for Living, 11 June Ct	5	-	5
Community Options, 200 Zabriskie Pl	3	-	3
EIHAB Human Services, 328 Valley Rd	4	-	4
New Bridge Landing Station Redevelopment Area	19	19	38
Kinderkamack Road Redevelopment Area	5	-	5
Total	54	19	73

Prospective Obligation ('99-'25) Plan Mechanisms
Realistic Development Potential (RDP) = 0 units
Unmet Need = 197 units

Mechanism	Number of Units	Bonus Credits	Total Credits
<u>Prior Cycle Credits (Pre-1986)</u>			
Senior Residence at St. Peter the Apostle Church	5	-	5
New Bridge Landing Apartments (Age-Restricted)	7	-	7
Multifamily & Senior Citizen Housing Conditional Use District	33	-	33
Overlay Zone Block 1303 Lots 3, 4 & 5	13	-	13
Total	58	-	58

Proposed Overlay Zone: Block 1303 Lots 3, 4 & 5



New Bridge Landing Station & Kinderkamack Road Redevelopment Areas



EXHIBIT C: 2018 INCOME LIMITS

Prepared by *Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018*
2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE
Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sold****	Regional Asset Limit*****
Region 1	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	
Bergen, Hudson, Passaic and Sussex	Moderate	\$50,878	\$54,312	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963	5.52%
	VERY LOW	\$19,079	\$20,442	\$21,805	\$24,530	\$27,255	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978	
Region 2	Median	\$66,735	\$71,523	\$76,291	\$85,828	\$95,364	\$99,379	\$103,393	\$110,622	\$118,252	\$125,881	
Essex, Morris, Union and Warren	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	2.2%
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$48,589	\$51,497	\$55,311	\$59,126	\$62,940	1.22%
	VERY LOW	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764	
Region 3	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	
Hunterdon, Middlesex and Somerset	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%
	Low	\$37,765	\$40,483	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	2.37%
	VERY LOW	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728	
Region 4	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,128	\$107,048	\$115,083	\$123,020	\$130,956	
Mercer, Monmouth and Ocean	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	2.2%
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,241	\$61,310	\$65,478	5.19%
	VERY LOW	\$20,034	\$22,322	\$24,610	\$28,787	\$32,963	\$34,148	\$35,333	\$38,525	\$42,706	\$46,887	
Region 5	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	
Burlington, Camden and Gloucester	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684	5.05%
	VERY LOW	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610	
Region 6	Median	\$51,085	\$54,734	\$58,383	\$65,601	\$72,819	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	
Atlantic, Cape May, Cumberland and Salem	Moderate	\$40,868	\$43,767	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%
	Low	\$25,343	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,326	\$45,247	\$48,166	0.00%
	VERY LOW	\$15,328	\$16,420	\$17,515	\$19,704	\$21,894	\$22,788	\$23,683	\$25,397	\$27,111	\$28,825	

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a)
 ** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2%. Consumer price index for All Urban Consumers (CPI-U) Region by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.
 *** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 Low income tax credit developments may increase based on the low income tax credit regulations.
 **** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(f)(3).
 Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.21(c)).

BOROUGH OF RIVER EDGE
RESOLUTION #19-239

Resolution Authorizing the Mayor to Execute a Settlement Agreement
With Fair Share Housing Center

WHEREAS, the Borough of River Edge (the "Borough") is involved in litigation entitled In the Matter of the Borough of River Edge, County of Bergen in the Superior Court of New Jersey, Docket No. BER-L-6292-15, with respect to River Edge's affordable housing obligation; and

WHEREAS, a Settlement Agreement has been reached between the Borough and Fair Share Housing Center, a copy of which is on file with the Borough Clerk.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of River Edge that the Settlement Agreement between the Borough of River Edge and Fair Share Housing Center be executed by the Mayor and Township Clerk in accordance with the provisions of law.

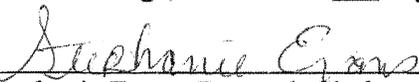
BE IT FURTHER RESOLVED that this resolution shall take effect immediately in accordance with law.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided to: the Fair Share Housing Center; and Brian M. Chewcaskie, Esq.

June 24, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed			X			
Chinigo	X		X			
Davis		X	X			
Gautier			X			
Kaufman			X			
Papaleo			X			
Mayor Mignone						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Borough Council of the Borough of River Edge, held on this 24th day of June, 2019.


Stephanie Evans, Borough Clerk