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Attorney for Plaintiff/Petitioner, Borough of Alpine

IN THE MATTER OF THE APPLICATION OF  
THE BOROUGH OF Alpine, a municipal  
corporation of the State of New Jersey,

Plaintiff/Petitioner

**SUPERIOR COURT OF NEW JERSEY**  
**LAW DIVISION: BERGEN COUNTY**

DOCKET NO: BER-L-6286-15

*Civil Action -Mount Laurel*

**ORDER CONFIRMING SATISFACTION  
OF OUTSTANDING COMPLIANCE  
CONDITIONS AND ENTERING FINAL  
UNCONDITIONAL JUDGMENT OF  
COMPLIANCE AND REPOSE**

**THIS MATTER** having come before the court for an in-person hearing (“Compliance Hearing”) on September 11, 2024 to determine whether the Borough of Alpine (“Borough” or “Alpine”) satisfied the conditions set forth in the March 12, 2024, “Order Approving Settlement Agreements and Granting a Preliminary Judgment of Compliance and Repose and Setting a Final Compliance Hearing” (“Fairness Order”) entered by the Honorable Christine A. Farrington, J.S.C., ret., on recall and was otherwise entitled to a final Judgment of Compliance and Repose; and in the presence of Surenian, Edwards, Buzak & Nolan, LLC (Edward J. Buzak, Esq. appearing) as Special Counsel for the Borough; Levi J. Kool, Esq., appearing as the Borough Attorney; Douglas Bern, Esq., appearing as counsel for the Planning Board of the Borough of Alpine; Joshua Bauers, Esq., appearing remotely as counsel for Fair Share Housing Center (“FSHC”); and John A. Schepisi, Esq. and Antimo A. Del Vecchio, Esq., appearing as counsel for F.E. Alpine Inc., SYLCO Investments #4, LLC; SYLCO Investments 845, LLC; 850 Closter Dock Road, LLC; 842 Closter

Dock Road, LLC; and SYLCO Investments #5, LLC (collectively, "Developer"); and the Court having entered a Conditional Judgment of Compliance and Repose on October 25, 2024 ("Conditional JOR") which was subject to the satisfaction of the outstanding compliance conditions set forth in the Conditional JOR including Exhibit A to the Conditional JOR; and Mary Beth Lonergan, Special Adjudicator, having submitted a report dated February 4, 2025 confirming the satisfaction of the outstanding compliance conditions; and the Court being of the view that an Order confirming the satisfaction of the outstanding compliance conditions and granting the Borough a Final Unconditional Judgment of Repose should be entered; and for good cause shown,

It is on this 27<sup>th</sup> day of February, 2025

ORDERED AND ADJUDGED as follows:

1. The Borough of Alpine has satisfied the outstanding conditions set forth in the October 25, 2024 Conditional Judgment of Compliance and Repose and is granted a Final Unconditional Third Round Final Judgment of Compliance and Repose pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), applicable regulations of the Council on Affordable Housing ("COAH") and Mount Laurel case law, including the New Jersey Supreme Court's decision in Mount Laurel IV.

2. The Borough's Final Unconditional Judgment of Compliance and Repose shall remain in effect for ten (10) years, commencing on July 1, 2015 and ending on July 1, 2025, during which time the Borough shall have immunity and repose from any and all Mount Laurel lawsuits, including, but not limited to, "builder's remedy" lawsuits, constitutional compliance actions, and any other lawsuit brought under Mount Laurel principles.

3. The revisions to the 2024 Housing Element and Fair Share Plan ("2024 HEFSP") and to the 2024 Land Use Plan Element required by the Conditional JOR are attached hereto as

Exhibits A and B. As confirmed by her February 4, 2025 report, the Special Adjudicator reviewed and approved the revisions as set forth in Exhibits A and B. Copies of Exhibits A and B and this Order Confirming Satisfaction of Outstanding Compliance Conditions and Entering Final Unconditional Judgment of Repose shall be appended to the 2024 HEFSP and 2024 Land Use Plan Element and Exhibits A and B are hereby incorporated into the 2024 HEFSP and 2024 Land Use Plan Element as if the same were adopted by the Planning Board of the Borough and without the need for an additional public hearing.

4. Unless specifically provided to the contrary herein, all of the provisions of the October 25, 2024 Conditional Judgment of Compliance and Repose, to the extent not inconsistent herewith, shall remain in full force and effect as set forth therein.

5. The Borough shall comply with the ongoing conditions of monitoring as set forth in the September 4, 2024 Special Adjudicator's Report.

6. A copy of the within Order shall be served on all parties via eCourts or as otherwise directed by the Court. A copy of the within Order shall be served on the Special Adjudicator by electronic mail.

  
\_\_\_\_\_  
Honorable Lina P. Corrison, J.S.C.

opposed  
unopposed

**BURGIS ASSOCIATES, INC.**  
 COMMUNITY PLANNING  
 CONSULTING & ARCHITECTURE  
 25 Westwood Avenue  
 Paramus, New York 10765  
 P 201.666.1200  
 F 201.261.1200

**Alpine Housing Plan**  
 PROJECT TITLE  
 BOROUGHS OF ALPINE  
 BERGEN COUNTY, NEW JERSEY



- Legend**
- Municipal Boundary
  - Parcels
  - Wetlands
  - Wetlands 50' Buffer
  - C1 Stream
  - C1 Buffer
  - Steep Slopes**
  - Less than 15%
  - Greater than 15%
  - Vacant Parcels**
  - In RDP Calculation**
  - No
  - Yes

Rev	Description	Date

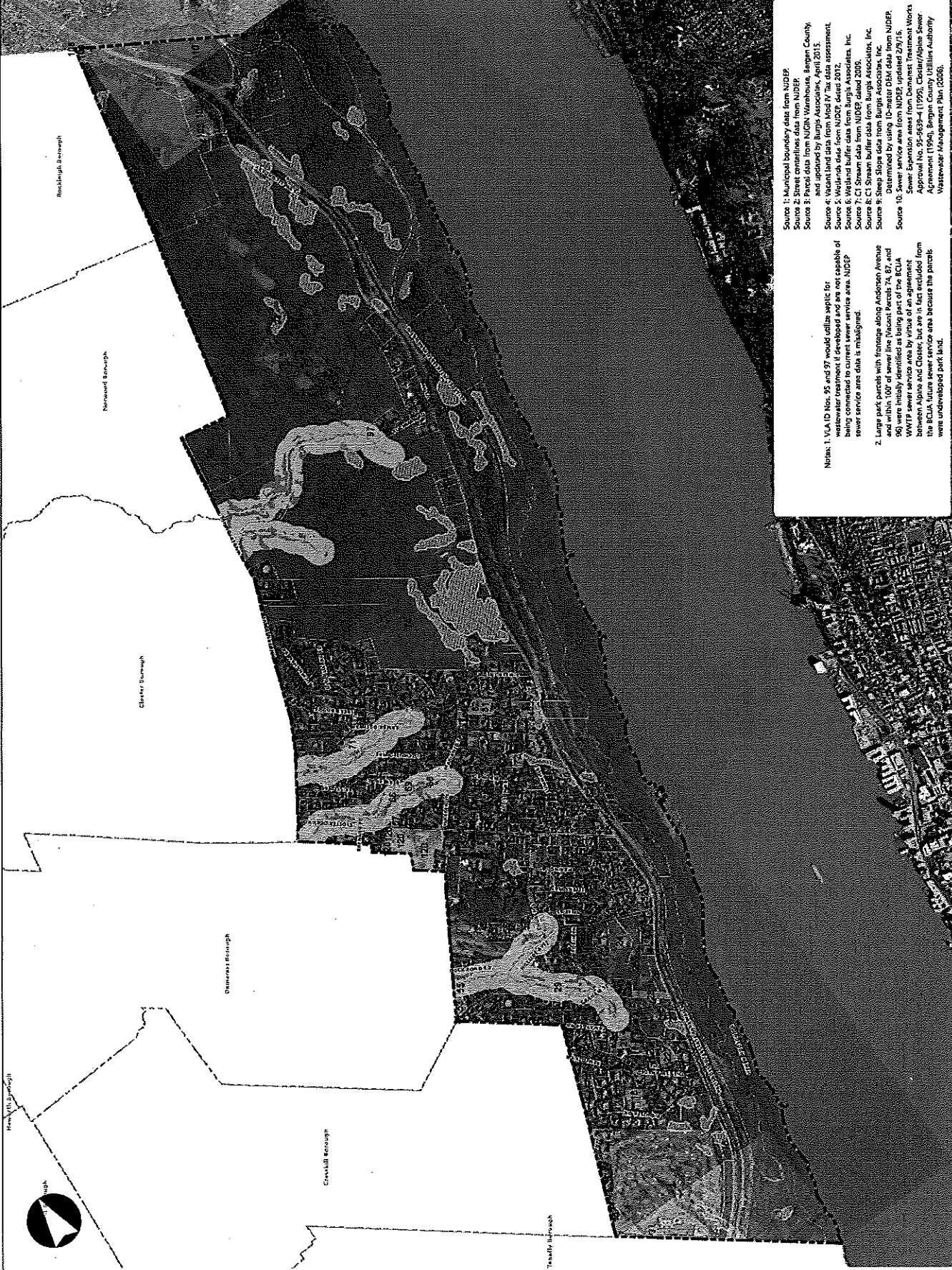
**Vacant Land Assessmen**  
 Date: 1/11/2017  
 Scale: 1" = 100'

**EXHIBIT A**

**JOSEPH A. BURGIS**  
 PROFESSIONAL PLANNER  
 NEW JERSEY LIC. NO. 2450

Project No. 1037.01  
 Sheet No. 1037.01  
 Date: 01/11/2017  
 Scale: 1" = 100'

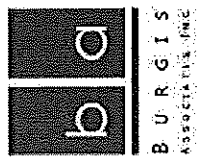
Drawn by: VLA  
 Check by: VLA



**Notes:**

- VLA ID Nos. 95 and 97 would utilize septic for wastewater treatment if developed and are not capable of being connected to current sewer service area. NJDEP sewer service area data is misleading.
- Lump park parcels with storage along Anderson Avenue and within 100' of sewer line (vacant parcels 7A, 87, and 96) were initially identified as being part of the BCLA WWTP sewer service area by virtue of an agreement between Alpine and Claver, but are in fact excluded from the BCLA future sewer service area because the parcels were undeveloped part land.

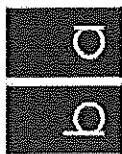
**Source 1:** Municipal boundary data from NJDEP  
**Source 2:** Street centerlines data from NJDEP  
**Source 3:** Parcel data from NJDN Warehouse, Bergen County and updated by Burgis Associates, April 2015.  
**Source 4:** Vacant land data from Mod IV tax data assessment.  
**Source 5:** Wetlands data from NJDEP dated 2012.  
**Source 6:** Wetland buffer data from Burgis Associates, Inc.  
**Source 7:** C1 Stream data from NJDEP dated 2009.  
**Source 8:** Steep Slopes data from Burgis Associates, Inc.  
**Source 9:** Steep Slopes data from Ramapo Associates, Inc.  
**Source 10:** Sewer service area from NJDEP updated 2/9/15. Sewer Expansion areas from Demarest Treatment Works Approval No. 95-9639-4 (1995), Claver/Alpine Sewer Agreement (1996), Bergen County Utilities Authority Wastewater Management Plan (2006).



**BOROUGH OF ALPINE:**  
 Third Round  
**VACANT LAND ASSESSMENT**  
**REALISTIC DEVELOPMENT POTENTIAL (RDP)**  
**ANALYSIS**

KEY:   Highlighted Rows reflect sites that were included as contributing to the Borough's Third Round RDP in the FSHC Settlement Agreement.

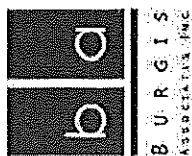
ID	Block	Lot	Property Location	Area (ac)	Comments with Borough-owned parcels & Ct considered	Developable		RDP Density	Total RDP
						Area (ac)	Developable		
1	1	1	ROUTE 9W ON PALISADES	59.05	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
2	2	1	ROUTE 9W ON PALISADES	55.45	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
3	2	2	ROUTE 9W ON PALISADES	4.72	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
4	2	3	ROUTE 9W ON PALISADES	10.95	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
5	2	4	ROUTE 9W ON PALISADES	2.44	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
6	2	7	ROUTE 9W ON PALISADES	1.28	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
7	2	5	ROUTE 9W ON PALISADES	0.51	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
8	2	6	ROUTE 9W ON PALISADES	0.66	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
9	3	1	ROUTE 9W ON PALISADES	25.04	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
10	3	3	ROUTE 9W ON PALISADES	76.61	Does not qualify. Parcel cuts across Palisades Interstate Parkway, Henry Hudson Drive and Palisades Interstate Parkway northbound and southbound onramps.	0.00	No		
11	3	2	ROUTE 9W	9.05	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
12	4	1	BELOW PALISADES	395.41	Does not qualify. Parcel is part of Rocketteller Tract I, which was conveyed to Borough in 1951 by John D. Rocketteller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
13	11	1	ROUTE 9W	8.32	Does not qualify. Subdivided from Block 11 Lot 2.01 which was already counted toward 2000 RDP (Cresskill Hills).	0.00	No		
14	11	2.03	186 VACCARO DRIVE	0.95	Does not qualify. Subdivided from Block 11 Lot 2.01 which was already counted toward 2000 RDP (Cresskill Hills).	0.00	No		
15	11	2.02	180 VACCARO DRIVE	1.02	Does not qualify. Subdivided from Block 11 Lot 2.01 which was already counted toward 2000 RDP (Cresskill Hills).	0.00	No		
16	20	3	ROUTE 9W	3.05	Does not qualify. Parcel is part of Rocketteller Tract I, which was conveyed to Borough in 1951 by John D. Rocketteller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
17	20	4	ROUTE 9W	16.08	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
18	21	12	8 STONE TOWER DRIVE	2.16	Qualified per FSHC Settlement Agreement.	2.16	Yes	6	2.6
19	22	17.02	30 TULIP TREE LANE	4.80	Does not qualify. Subdivided from Block 22 Lot 17 which was already counted toward 2000 RDP (Sharon Realty).	0.00	No		
20	22	23	60 RIO VISTA DRIVE	2.07	Does not qualify. Previously existing dwelling issued demo permit in December 2015. Parcel was vacant in 2016 and 2017. Parcel now under active development for a single-family dwelling (building permit not yet issued).	0.00	No		
21	22	26	46 TAMARACK ROAD	1.94	Qualified per FSHC Settlement Agreement.	1.07	Yes	6	1.3
22	22	5	11 TULIP TREE LANE	1.93	Qualified per FSHC Settlement Agreement.	1.93	Yes	6	2.3
23	30	8.01	476 HILLSIDE AVENUE	1.43	Does not qualify. Side yard for adjoining Lot 8.02 (same ownership). Parcel provides driveway access from dwelling on Lot 8.02 to Hillside Avenue and Robin Lane. Parcel is also partially encumbered by steep slopes (approximately 0.47 acre constrained).	0.00	No		
24	39	1	500 HILLSIDE AVENUE	8.90	Does not qualify. Contains school structure and associated facilities. Also constrained by steep slopes in the rear of lot.	0.00	No		
25	39	2	ROUTE 9W	18.39	Does not qualify. Parcel is part of Rocketteller Tract V, which was conveyed to Borough in 1951 by John D. Rocketteller. Deed restriction limits use of property for none other than municipal purposes, which restriction shall run with the land in perpetuity. Parcel contains Alpine Swim and Racquet Club, as well as recreation field and maintenance structure.	0.00	No		
26	39	7	ROUTE 9W	3.71	Does not qualify. Parcel is part of Rocketteller Tract IV, which was conveyed to Borough in 1951 by John D. Rocketteller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
27	39	10	99 ROUTE 9W	1.06	Does not qualify. Parcel is part of Rocketteller Tract III, which was conveyed to Borough in 1951 by John D. Rocketteller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
28	39	8	ROUTE 9W	2.55	Qualified per FSHC Settlement Agreement.	2.00	Yes	6	2.4
29	39.02	13.01	23 GRAHAM STREET	1.92	Does not qualify. Entire parcel constrained by Category One Stream/300 ft. Buffer, and property encumbered by a 35' wide drainage development approvals, the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Catton's 2000 Masters Report).	0.00	No		
30	41	1	100 CHURCH STREET	3.97	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).	0.00	No		
31	42	5	1014 CLOSTER DOCK ROAD	0.26	Lot too small to qualify (less than 0.33 acre).	0.00	No		
32	42	1.01	CLOSTER DOCK ROAD	0.33	Lot too small to qualify (less than 0.33 acre).	0.00	No		
36	43	1	CLOSTER DOCK ROAD	0.30	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).	0.00	No		



**BOROUGH OF ALPINE:**  
Third Round  
**VACANT LAND ASSESSMENT**  
**REALISTIC DEVELOPMENT POTENTIAL (RDP)**  
**ANALYSIS**

**B U R G I S**  
ASSOCIATES, P.C.

ID	Block	Lot	Property Location	Area (ac)	Comments with Borough-owned parcels & C1 considered	Developable Area (ac)	Developable	RDP Density	Total RDP
37	43	2	CHURCH STREET	0.23	Lot too small to qualify (less than 0.83 acre).	0.00	No		
38	43	7	980 CLOSTER DOCK ROAD	0.34	Lot too small to qualify (less than 0.83 acre). Side yard to Block 43, Lot 8 and is under same ownership.	0.00	No		
39	44	9	6 FOREST STREET	0.37	Lot too small to qualify (less than 0.83 acre).	0.00	No		
40	44	8	MONUMENT LANE	0.37	Lot too small to qualify (less than 0.83 acre).	0.00	No		
41	45	3	FOREST STREET	1.15	Does not qualify. Site contains Alpine Memorial Rock (lists all veterans). No utilities. Parcel to be deed restricted for parkland/open space within one year of substantive certification, per NJAC 5:93-4.2(e)4.i.	0.00	No		
42	47	8	FOREST STREET	0.29	Lot too small to qualify (less than 0.83 acre).	0.00	No		
43	47	7	54 FOREST STREET	0.26	Lot too small to qualify (less than 0.83 acre).	0.00	No		
44	47	9	6 E MAIN STREET	0.21	Lot too small to qualify (less than 0.83 acre).	0.00	No		
45	48	3	CLOSTER DOCK ROAD	0.87	Qualified per FSHC Settlement Agreement.	0.87	Yes	6	1.0
46	48	4	CLOSTER DOCK ROAD	0.85	Does not qualify. Parcel is part of Rockefeller Tract VI, which was conveyed to Borough in 1951 by John D. Rockefeller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
47	48	5	ROUTE 9W	0.40	Lot too small to qualify (less than 0.83 acre).	0.00	No		
48	48	8	ROUTE 9W ON PALISADES	0.27	Lot too small to qualify (less than 0.83 acre).	0.00	No		
49	48	7	ROUTE 9W	1.11	Does not qualify due to State ownership of interchange.	0.00	No		
50	49	9	1030 CLOSTER DOCK ROAD	2.18	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).	0.00	No		
51	49	10	ROUTE 9W	1.94	Does not qualify. Parcel is part of Rockefeller Tract II, which was conveyed to Borough in 1951 by John D. Rockefeller. Deed restriction limits use of property for none other than park purposes, which restriction shall run with the land in perpetuity.	0.00	No		
52	49	19	46 GLEN GOIN DRIVE	1.21	Qualified per FSHC Settlement Agreement.	1.21	Yes	6	1.5
53	50	102	385 HILLSIDE AVENUE	1.03	Qualified per FSHC Settlement Agreement.	1.03	Yes	6	1.2
54	50	3	HILLSIDE AVENUE	0.05	Lot too small to qualify (less than 0.83 acre).	0.00	No		
56	54	6	115 MILES STREET	0.23	Lot too small to qualify. Env. Constraints: Steep Slopes. Approx. 6,300 s.f. are constrained.	0.00	No		
58	55	23.01	14 FRICK DRIVE	6.71	Does not qualify. Lot has no access to public roadway and subdivision approval conditioned on there being no more than four single-family lots (Lots 22.01, 23.01, 24.01 and 25.01) accessing the private roadway. Resolution of approval specifies that variance granted by Board for use of a private roadway would not have been granted without such stipulation. Sewer Line Permit #12-108 issued 10/1/12.	0.00	No		
59	55	8	CHURCH STREET	4.03	Does not qualify. Used as an access drive for adjoining Lot 4; Contains development.	0.00	No		
60	60	20	ROUTE 9W	4.18	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
61	60	19.02	ROUTE 9W	0.70	Lot too small to qualify (less than 0.83 acre).	0.00	No		
62	60	21	ROUTE 9W	2.06	Does not qualify due to State-owned interchange.	0.00	No		
63	60	8	38 FOREST STREET	0.17	Lot too small to qualify, even when combined with adjoining lots 6 and 7 (common ownership)	0.00	No		
64	60	7	37 FOREST STREET	0.16	Lot too small to qualify, even when combined with adjoining lots 6 and 8 (common ownership)	0.00	No		
65	60	6	33 FOREST STREET	0.07	Lot too small to qualify, even when combined with adjoining lots 7 and 8 (common ownership)	0.00	No		
66	71	12	BERKERY PLACE	1.35	Does not qualify. Side yard with driveway access for adjoining Lot 11. Both lots have similar ownership. Entire lot constrained with Category One Stream/Buffer.	0.00	No		
67	71	10.02	847 CLOSTER DOCK ROAD	1.00	Qualified per FSHC Settlement Agreement.	0.85	Yes	6	1.2
70	75	7	6 OVERLOOK ROAD	0.44	Lot too small to qualify (less than 0.83 acre).	0.00	No		
71	77	3	16 CAMBRIDGE WAY	2.28	Qualified per FSHC Settlement Agreement.	2.28	Yes	6	2.7
72	79.03	3	40 ALLISON ROAD	1.83	Qualified per FSHC Settlement Agreement.	1.74	Yes	6	2.1
74	80	8	ANDERSON AVENUE	160.22	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).	0.00	No		
75	81.02	5	OXFORD WAY	2.32	Does not qualify. Rear yard for adjoining Lot 4. Common ownership.	0.00	No		
76	81.04	19.01	15 AUTUMN TERRACE	2.00	Does not qualify. Side yard for adjoining Lot 19. Env. Constraints: Steep Slopes. Approx. 15,453 s.f. are constrained.	0.00	No		
77	81.04	18.04	12 MARGO WAY	2.06	Does not qualify. Parcel was vacant and considered as part of 2000 V.I.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Calton's 2000 Master's Report).	0.00	No		
78	81.04	17	18 AUTUMN TERRACE	2.09	Does not qualify. Env. Constraints: Steep Slopes. Approx. 66,452 s.f. are constrained.	0.00	No		



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**ANALYSIS**

ID	Block	Lot	Property Location	Area (ac)	Comments with Borough-owned parcels & C1 considered		Developable Area (ac)	Developable	RDP Density	Total RDP
					Developable Area (ac)	Developable				
79	81.05	2	36 MARIE MAJOR DRIVE	1.89	Does not qualify. Env. Constraints: Steep Slopes. Approx. 56,098 s.f. are constrained.		0.00	No		
80	81.06	10	12 TIMBERLINE DRIVE	2.17	Does not qualify. Parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report). Also, approx. 57,614 s.f. constrained by steep slopes.		0.00	No	6	2.4
81	81.06	21	11 SCHAEFFER ROAD	2.00	Qualified per FSHC Settlement Agreement.		1.98	Yes	6	2.2
82	81.06	22	7 SCHAEFFER ROAD	2.00	Qualified per FSHC Settlement Agreement.		1.84	Yes	6	2.2
83	81.08	1	40 SCHAEFFER ROAD	1.99	Does not qualify. Under active development for single-family dwelling.		0.00	No		
84	81.08	4	28 SCHAEFFER ROAD	1.92	Qualified per FSHC Settlement Agreement.		0.89	Yes	6	1.1
85	81.08	3	32 SCHAEFFER ROAD	1.96	Does not qualify. Application dated Nov. 2, 2017 to NJDEP for a Letter of Interpretation (LOI). Applicant is seeking approvals to construct a single family dwelling on parcel. Approx. 36,247 s.f. are constrained by wetlands/buffers. Also, parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report).		0.00	No		
86	90	1	ANDERSON AVENUE	30.46	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).		0.00	No		
87	90	5	ROUTE 9W & RUCKMAN RD	230.36	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
88	90	6	ROUTE 9W	2.38	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
89	90	9	ROUTE 9W	2.36	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
90	90	10	ROUTE 9W	5.04	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
91	90	11	ROUTE 9W	5.73	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
92	110	1	ROUTE 9W	38.34	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
93	110	2	ROUTE 9W	25.76	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
94	120	3	441 ROUTE 9W	541.56	Does not qualify. Owned and operated by Boy Scouts of America (Greater NY Council) for recreation camp use. 1979 agreement between Borough and Boy Scouts restricts use of premises to use as a camp or training facility, or for development of no more than single-family, two-acre residential use. This restriction is perpetual and runs with the land.		0.00	No		
95	120	4.01	433-437 ROUTE 9W	5.77	Does not qualify. No recent demolition/building permit activity. No capability of tying into existing waste-water treatment facility on Block 120 Lot 3 as confirmed by NJDEP.		0.00	No		
96	120	1	RUCKMAN ROAD	46.61	Does not qualify due to location in Palisades Interstate Park.		0.00	No		
97	120	2.03	79 RUCKMAN ROAD	3.11	Does not qualify. Side yard for adjoining Lot 2.01. Common ownership. Env. Constraints: Approx. 131,480 s.f. Constrained by C1 Stream/200 ft. Buffer.		0.00	No		
98	120	3.02	ROUTE 9W	25.25	Does not qualify. Landlocked and state-owned by NJDEP. 6.2 acres constrained by steep slopes.		0.00	No		
99	121	5	413 ROUTE 9W	2.39	Does not qualify. Parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report).		0.00	No		
100	140	3	SCOUT CAMP RTE 9W	136.32	Does not qualify. Preserved open space (ROSI designation and Green Acres funding).		0.00	No		
101	140	2	ROUTE 9W	9.97	Does not qualify. Environmental Constraints: Steep Slopes. Approximately 231,250 square feet are constrained. No utilities. Landlocked. No potential for development of inclusionary housing.		0.00	No		
102	140	4	OLD FARM WAY	2.30	Does not qualify. Env. Constraints: Steep Slopes. Completely constrained.		0.00	No		
103	140	1.03	1 OLD FARM WAY	2.50	Does not qualify. Parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report). Also, approx. 37,584 s.f. constrained by steep slopes.		0.00	No		
104	140	1.02	2 OLD FARM WAY	2.36	Does not qualify. Parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report). Also, approx. 20,634 s.f. constrained by steep slopes.		0.00	No		
105	140	1.01	6 OLD FARM WAY	2.55	Does not qualify. Parcel was vacant and considered as part of 2000 V.L.A. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Caton's 2000 Master's Report). Also, approx. 28,596 s.f. constrained by steep slopes.		0.00	No		



**BOROUGH OF ALPINE:**  
Third Round  
**VACANT LAND ASSESSMENT**  
**REALISTIC DEVELOPMENT POTENTIAL (RDP)**  
**ANALYSIS**

ID	Block	Lot	Property Location	Area (ac)	Comments with Borough-owned parcels & C1 considered	Developable		RDP Density	Total (RDP)
						Area (ac)	Developable		
106	140	1.04	5 OLD FARM WAY	2.26	Does not qualify. Parcel was vacant and considered as part of 2000 VLA. Although parcel did not contribute toward the 2000 RDP (due to development approvals), the parcel does not constitute "additional vacant land" and therefore should not be re-assessed for RDP Analysis (pursuant to Phil Catton's 2000 Master's Report). Also, approx. 26,254 s.f. constrained by steep slopes.	0.00	No		
107	140	8	ROUTE 9W	4.80	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
108	140	7	OLD FARM WAY	0.02	Lot too small to qualify (less than 0.83 acre).	0.00	No		
109	140	6	OLD FARM WAY	0.81	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
110	141	1	ROUTE 9W	25.52	Lot too small to qualify. Env. Constraints: Steep slopes. Approx. 4,000 s.f. are constrained.	0.00	No		
111	150	1	ROUTE 9W	183.87	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
112	150	3	ROUTE 9W	11.93	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
113	150	5	ROUTE 9W	5.07	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
114	150	2	ROUTE 9W	0.06	Lot too small to qualify (less than 0.83 acre).	0.00	No		
115	150	4	ROUTE 9W	0.04	Lot too small to qualify (less than 0.83 acre).	0.00	No		
116	151	4	ROUTE 9W	6.34	Does not qualify. Parcel is part of the Lamont Nature Sanctuary owned by the Trustees of Columbia University. This property is a nature preserve open to the general public for passive recreational use. Agreement between Trustees and Nature Conservancy requires that Trustees maintain property solely as a nature preserve to be kept entirely as open space, with no permanent building or structure. Tax-exempt property under the Green Acres Tax Exemption Program. Approx. 148,018 s.f. constrained by steep slopes.	0.00	No		
117	151	3	ROUTE 9W	2.26	Does not qualify. Parcel is part of the Lamont Nature Sanctuary owned by the Trustees of Columbia University. This property is a nature preserve open to the general public for passive recreational use. Agreement between Trustees and Nature Conservancy requires that Trustees maintain property solely as a nature preserve to be kept entirely as open space, with no permanent building or structure. Tax-exempt property under the Green Acres Tax Exemption Program. Approx. 49,397 s.f. constrained by steep slopes.	0.00	No		
118	151	2	ROUTE 9W	1.12	Does not qualify. Parcel is part of the Lamont Nature Sanctuary owned by the Trustees of Columbia University. This property is a nature preserve open to the general public for passive recreational use. Agreement between Trustees and Nature Conservancy requires that Trustees maintain property solely as a nature preserve to be kept entirely as open space, with no permanent building or structure. Tax-exempt property under the Green Acres Tax Exemption Program. Approx. 35,657 s.f. constrained by steep slopes.	0.00	No		
119	151	1	ROUTE 9W	43.53	Does not qualify due to location in Palisades Interstate Park.	0.00	No		
120	55	25.01 26.27 & 30 Lane	2 Frick Drive, 854-855 Cluster Dock Road, and 1 Appliances Lane	20.50	Qualified per FSHC Settlement Agreement.	20.50	Yes		32.0



*Bergen County's United Way/Madeline Housing Partners*  
**Borough of Alpine – 115 Rt. 9W**  
 Preliminary Development Construction Timeline  
 14 Affordable Housing Units

#	Task	Start Date	Finish Date	Responsibility
1	Execute Transfer & Developer Agreement	6/22	9/22	Mayor and Council
2	Engineering & Environmental Soil Testing	11/24	12/24	BCUW/Madeline – Engineer
3	Architectural Plan Development for Site Plan Submission	6/22	12/24	Architect
4	Site Plan Hearing & Approval	1/25	2/25	Attorney
5	Submission to County for County Planning Board Approval	2/25	3/25	Attorney
6	Project Financing Process	1/25	6/25	BCUW/Madeline
7	Construction Contract Award	2/25		BCUW/Madeline
8	Submission to Borough's Building Department & Engineering Department for Permits	2/25	3/25	General Contractor
9	Construction Begins	3/25	6/26	General Contractor
10	Certificate of Occupancy Granted	6/26		Building Department

Apt #	BE	Tier	L/M	2007 utility allowance	max rent (11/2007)	2007 original rent	2008 rent	2009 rent	2010 rent	2011 rent	2012 rent	2013 rent	2014 rent	2015 rent	2016 rent	2017 rent	2018 rent	2019 rent	2020 rent	2021 rent	2022 rent	2023 rent	2024 rent
A	1	35% Low Lev1	VL	66	444	457	457.32	472.41	473.36	475.72	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	464.50	464.50	464.50	464.50
B	1	46% Low lev1	L	66	604	622	622.12	642.65	643.94	647.15	622.00	622.00	622.00	622.00	622.00	622.00	622.00	622.00	622.00	632.50	632.50	632.50	632.50
C	3	35% Low Lev1	VL	102	805	823	823.15	843.71	845.00	848.23	823.00	823.00	823.00	823.00	823.00	823.00	823.00	823.00	823.00	833.50	833.50	833.50	833.50
D	2	51% Mod Lev1	M	84	807	831	831.21	858.64	860.36	864.66	831.00	831.00	831.00	831.00	890.00	890.00	890.00	890.00	890.00	905.00	905.00	905.00	905.00
E	2	35% Low lev1	VL	84	527	564.65	542.81	560.72	561.84	564.65	564.65	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	574.50	574.50	574.50	574.50
F	3	60% Mod lev1	MDD	102	1109	1142	1,142.27	1,179.96	1,182.32	1,188.24	1,142.00	1,142.00	1,142.00	1,142.00	1,188.00	1,188.00	1,188.00	1,188.00	1,188.00	1,208.00	1,208.00	1,208.00	1,208.00
G	1	55% Mod Lev1	M	6	735	757	757.05	782.03	783.60	787.51	757.00	757.00	757.00	757.00	757.00	757.00	757.00	757.00	757.00	711.50	711.50	711.50	711.50
H	2	60% Mod lev1	M	84	964	993	992.92	1,025.69	1,027.74	1,032.88	993.00	993.00	993.00	993.00	993.00	993.00	993.00	993.00	993.00	1,009.50	1,009.50	1,009.50	1,009.50
address 115 Route 9W																							
marketed in april 2007																							
utilities not included: hot water, electricity, heat, ac, gas																							
Note: 2012 decrease in rent due to medical disability/income status																							

DRAFT

**BCUW/Madeline Housing Partners LLC**  
**Summary of Estimated Supportive Housing Project Costs**  
**August 30, 2024**

**Proposed site:**

**115 Route 9W, Alpine, NJ**  
**Block 39, Lot 2.01**

**Requirements:**

	Units	Beds
Group Home	1	4
SNI	7	10
	<u>8</u>	<u>14</u>

**Funding sources:**

Borough of Alpine	\$ 1,000,000
New Jersey Housing and Mortgage Finance Agency	<u>4,150,000</u>

**Total sources** \$ 5,150,000

**Uses:**

Land Acquisition	\$ -
Furniture	49,000
Construction - Residential structure:	
Construction cost (estimate \$380 sq. ft.)	4,218,000
Bonding (4%)	168,700

Contingency:

Construction (5%)	210,900
Soft Costs (5%)	<u>13,900</u>
	<u>224,800</u>

Developer Fee (5%) 210,900

Professional services, includes the following:

Architect	83,300
Civil Engineering	61,100
Engineer Escrows	22,200
Attorney	33,300
Insurance	23,200
Utility Connection Fees	22,200
Permit Fees	<u>33,300</u>
	<u>278,600</u>

Carrying and financing costs during construction TBD

**Total uses** \$ 5,150,000

**Funding surplus (deficit)** \$ -

**Assumptions:**

	Bedrooms			Individuals	Square Feet
	1	2	3		
Group Home	4	0	0	4	3,400
SNI	4	3	0	10	6,700
Community Room	0	0	0	0	1,000
	<u>8</u>	<u>3</u>	<u>0</u>	<u>14</u>	<u>11,100</u>

**115 ROUTE 9W  
LOT \_\_\_\_, BLOCK \_\_\_\_, ALPINE, NEW JERSEY  
TRANSFER AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this 2<sup>nd</sup> day of December, 2022 by and between the Borough of Alpine, located at 100 Church Street, P. O. Box 1095, Alpine, New Jersey 07620 ("Transferor") and BCUW/Madeline Housing Partners, LLC, located at 6 Forest Avenue, Suite 220, Paramus, New Jersey 07652 ("Developer"); and

WHEREAS, the Transferor is the record owner of property commonly known as Block \_\_\_\_, Lot \_\_\_\_ on the Tax Assessment Map of the Borough of Alpine (the "Property"); and

WHEREAS, Transferor and the Developer seek to cause to be constructed and operated on the Property a low income affordable permanent supportive housing project consisting of twelve bedroom units and such common areas as required to be used for a low income affordable supportive housing residence for the developmentally disabled (the "Project").

NOW THEREFORE WITNESSETH this Agreement that for an in consideration of the sum of One and 00/100 (\$1.00) Dollar, the parties agree as follows:

1. The Transferor is to convey fee simple title to the Developer for the sum of One and 00/100 (\$1.00) Dollar subject to the restrictions and performance warranties hereinafter contained. The Deed shall contain a deed restriction guaranteeing that affordability controls pursuant to the New Jersey Housing Affordability Controls Act (the "Act") and regulations adopted in connection therewith (the "Regs"), shall remain in place in perpetuity. The transfer is to occur promptly after contingencies stated below are met or waived by both parties. The Transferor may impose a deed use restriction limiting the use of the Property by the Developer to providing affordable housing for persons with developmental disabilities.

2. Upon receipt of a fully signed copy of this Agreement, Developer will seek financing for the erection of the Project that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. This Agreement is

contingent upon Developer obtaining a financing commitment from institutional sources, including, but not limited to, New Jersey Housing and Mortgage Finance Agency ("HMFA"), Bergen County HOME, Federal Home Loan Bank, and various block grants within one (1) year from the date of this Agreement. In the event such financing commitment is not timely obtained, either party may elect to terminate this Agreement on ten (10) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing.

(a) Pursuit of financing may require environmental testing and reports satisfactory to the financial agency. Transferor consent to the Developer performing tests and taking samples from the Property which may be invasive. Developer shall reasonably restore the Property after such testing. Developer shall present a general liability proof of insurance certificate to the Transferor prior to entering upon the Property naming the Transferor as an additional insured concerning acts or omissions of the Developer's employees and agents while on Transferor's Property.

(b) The Transferor agrees that, upon request of a construction mortgage or permanent financing lender, the Transferor will subordinate a statutory right of reverter applicable to the Property as a result of the transfer in order to facilitate the construction and permanent financing so long as all the loan proceeds are used for the "Project". The Property shall remain subject to a use restriction limiting the use of the Property to low income supportive housing for diagnosed developmentally disabled persons, unless the Transferor agrees to a different use of the Property in writing.

3. In consideration of the Developer undertaking to pursue the Project, the Transferor shall pursue a spending plan approval from the applicable governmental agency or New Jersey Superior Court to permit the release of funds from the Transferor's Housing Trust Fund to be paid to the Developer for purposes of the development and construction of the project, it being the intent of this Section that the Transferor fully reimburse the Developer for all costs, expenses and fees associated with the Project. As and when preliminary site plan approval for the Project is obtained and a spending plan is approved by the appropriate agency, the Transferor agrees to cause all funds necessary for Developer's pre-development, development, and approval of

the Project to be released from the Transferor's Housing Trust Fund to the Developer or HMFA to be applied to the construction of the Project on the Property in accordance with a mutually agreeable schedule, such funds to include, without limitation, all costs, expenses and fees incurred or to be incurred by the Developer for civil engineering, environmental due diligence, architectural concepts, legal fees associated with land use applications and fees/escrows required for submission of all required applications and submissions to municipal and other applicable governmental agencies. The Developer shall be permitted to apply for and shall be considered for additional funding in the future by the Transferor as reimbursement for the costs of the Project, such additional funding not to be unreasonably withheld or delayed.

4. Promptly upon receiving a fully signed copy of this Agreement, Developer will apply for approvals for construction of the Project and a building permit through the Transferor's municipal agencies and the agencies of the State of New Jersey including, but not limited to, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Department of Human Services. The Developer will diligently prepare, file and pursue approvals of site plan applications, obtaining building permits, and thereafter pursue the erection and completion of the Project. The Developer shall work with and provide the Transferor all architectural concept plans and final architectural plans for review and comment. The Developer shall make all reasonable efforts to provide architectural plans consistent with the nature and character of the surrounding existing developments. The Transferor shall not unreasonably request changes to the architectural plans provided they are in accordance with terms set forth herein. If required by any Board or agency reviewing the site plan, Developer shall enter into a mutually agreeable developer's agreement concerning the construction of the Project. In the event final site plan approval for the Project is not obtained and a building permit issued within eighteen (18) months of this Agreement being fully signed, the Transferor may elect to terminate this Agreement by written notice delivered to the Developer, or provide additional extensions of time to Developer in the Transferor's sole discretion and the parties shall have no further objection to each other.

5. The conveyance of the Property is subject to the Transferor obtaining a final, non-appealable Judgment of Compliance and Repose from the New Jersey Superior Court, or any superseding agency having

jurisdiction over the Transferor's spending plans for affordable housing within six (6) months from the date hereof. The parties may agree to extend this contingency period if approval of the Judgment of Compliance and Repose is pending, but not final.

6. Closing shall occur promptly after the financing and Judgment of Compliance and Repose have been met or waived and a building permit has been issued. The transfer shall be by bargain and sale deed with covenants against grantors acts.

7. Once construction financing has been obtained and once building permits have been issued, the Developer agrees to make all efforts to complete the construction of the Project within twelve (12) months. The twelve (12) month period shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of god, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on the Property not anticipated by the Transferor or the Developer related to environmental conditions.

8. The Developer shall be permitted to place upon the Property title liens and encumbrances required by financing sources, HMFA, or the New Jersey Department of Human Services such as use deed restrictions limiting use of the Property for the Project and financial liens so long as any loan proceeds are used for the Project.

9. The Developer represents and warrants to the Transferor that:

(a) The Developer is qualified to manage the construction of the Project and is experienced in obtaining New Jersey State funding for projects of the nature of the Project undertaken pursuant to this Agreement.

(b) Once the Project is completed and a certificate of occupancy is issued, the Developer will cause the Project to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations applicable to the Project.

(c) The Developer is a valid and existing organization created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects

such as the Project contemplated by this Agreement.

(d) The Developer is recognized by the Internal Revenue Service as a Section 501(c)(3) charitable organization.

10. The Property shall be conveyed subject to a deed containing a right of reverter of title to the Transferor in accordance with N.J.S.A 40A:12-21 upon a default under this Agreement provided the Transferor shall provide prior written notice to the Developer of not less than thirty (30) days stating the claimed default and providing the Developer with the opportunity to cure the claimed default within the said thirty (30) day period. Should the Developer undertake to cure the default and diligently thereafter pursue cure of the default and if such default is not be cured within the thirty (30) day notice period, the notice period shall be extended so long as the Developer continues to diligently pursue the cure. In addition to the provisions of N.J.S.A. 40A: 12-21, defaults shall occur upon the following events:

(a) The Developer ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) The Developer fails to obtain a certificate of occupancy for the Project that complies with building codes of the Transferor, the State of New Jersey or regulations satisfying requirements for residences for developmentally disabled persons within the twenty-four (24) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) The Developer fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the Project facility as a service provider;

(d) The Developer ceases to own and operate the Project. Developer may retain the services of an independent licensed service provider duly licensed by the New Jersey Department of Human Services;

(e) The Developer ceases to be recognized as a charitable organization pursuant to Internal Revenue Code Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(f) The Developer attempts to transfer the ownership of the Property, the Project or its



obligations to construct, own and operate the Project under this Agreement without the prior written consent of the Transferor; or

(g) The Property ceases to be occupied as a residence by qualified low income tenants who are developmentally disabled and in need of supportive housing in compliance with the Act and the Regs.

11. In the event of a default and failure to cure resulting in the Transferor seeking to enforce the statutory reverter rights, Transferor shall accept title to the Property "AS IS" and "WHERE IS" including, but not limited to, any deed restrictions, covenants, liens, and requirements imposed as the result of HMFA funding of the construction and operation of the Project, or the New Jersey Department of Human Services, as well as any financial liens or encumbrances and easements granted by the Developer in pursuit of compliance with local and state site plan approvals, building permits, construction of improvements, utility company requirements, and New Jersey Department of Environmental Protection requirements applicable to the Project.

12. To the extent permitted by state or federal laws, the service provider or the then operator of the Project shall give preference to occupancy of the Project to qualified persons who have resided in the Borough of Alpine for not less than six (6) months prior to applying for residence.

13. In the event the reverter is implemented, the Developer, and its permitted successors and assigns, shall have no claim on the Property or against the Transferor for compensation or reimbursement of any funds expended in the construction and operation of the Project.

14. All notices with regard to this Agreement shall be in writing and delivered to the other party in the following manner:

(a) by certified mail, return receipt requested, effective one day after mailing;

(b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;

(c) by facsimile initiated between 9 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiating of the facsimile;

(d) by any other future form of electronic communication where proof of initiating the transmission to the correct electronic address can be documented in writing which electronic notice shall be effective upon initiation; or

(e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.

(f) Notices shall be delivered to the following persons:

(i) Notices to the Transferor shall be addressed to the Borough of Alpine, 100 Church Street, P. O. Box 1095, Alpine, NJ 07620, Attn: Township Administrator with a copy to the Township Attorney;

(ii) Notices to Developer shall be addressed to BCUW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ 07652, Attn: Thomas Toronto, Co-Manager, with a copy to Madeline Corporation, 555 Tenth Street, Palisades Park, NJ 07650, Attn: Shari DePalma, Co-Manager, with a copy to Beattie Padovano, LLC, 200 Market Street, Suite 401, Montvale, NJ 07645-0244, Attn: Brenda J. Stewart, Esq..

15. This Agreement contains all of the terms and conditions of the understanding of the parties. This Agreement may only be changed by written amendment executed by both parties.

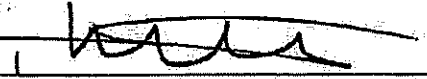
16. Transferor represents that this Agreement has been reviewed on behalf of the Transferor and the execution of this Agreement has been authorized by appropriate adopted resolution of the governing body of the Transferor. The execution of this Agreement by the Managers of the Developer is duly authorized by executed resolution of the Members in accordance with the Operating Agreement.

BOROUGH OF ALPINE

By

  
Paul H. Tomasko, Mayor

BCUW/MADELINE HOUSING PARTNERS, LLC

By:   
Thomas Toronto, Manager

By:   
Shari DePalma, Manager

**FIRST AMENDMENT TO TRANSFER AND DEVELOPMENT AGREEMENT  
BEWTEEN THE BOROUGH OF ALPINE AND BCUW/MADELINE HOUSING  
PARTNERS, LLC REGARDING THE DEVELOPMENT OF 115 ROUTE 9W, ALPINE,  
NEW JERSEY**

This First Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between the Borough of Alpine located at 100 Church Street, P. O. Box 1095, Alpine, New Jersey 07620 (the "Borough") and BCUW/Madeline Housing Partners, LLC, located at 6 Forest Avenue, Suite 220, Paramus, New Jersey 07652 (the "Developer" or "BCUW") (collectively the "Parties").

WHEREAS, the Borough and the Developer entered into a Transfer and Development Agreement dated December 2, 2022 (the "Transfer and Development Agreement"); and

WHEREAS, the Borough and the Developer desire to amend the Transfer and Developer Agreement in accordance with the terms of this First Amendment,

NOW, THEREFORE, IT IS AGREED, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Borough and the Developer hereby covenant and agree to change, amend and otherwise modify the Transfer and Development Agreement as follows:

1. Each and every provision of the preamble hereof is incorporated herein as if fully set forth at length herein. Capitalized terms used herein shall have the same meaning as defined in the Transfer and Development Agreement, except as otherwise defined herein or as the context otherwise requires.
2. The second "WHEREAS" paragraph of the Transfer and Development Agreement shall be amended to describe the Project as consisting of fourteen (14) bedroom units and such common areas as required to be used for a low income affordable supportive housing residence for the developmentally disabled. All references in the Transfer and Development Agreement to "twelve bedroom units" shall be replaced with "fourteen (14) bedroom units."
3. Paragraph 12 of the Transfer Agreement is deleted in its entirety.
4. All other provisions set forth in the December 2, 2022 Transfer and Development Agreement between the Borough of Alpine and BCUW, which is attached hereto as Exhibit A, shall remain unchanged and are still in full force and effect.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be properly executed, their corporate seals affixed and attested and this First Amendment is effective as of the Effective Date.

Witness/Attest:

[Signature]

BCUW/MADELINE HOUSING  
PARTNERS, LLC

By: [Signature]

Name: Thomas Toronto

Title: Co-Manager

Witness/Attest:

[Signature]

By: [Signature]

Name: Shari DePalma

Title: Co-Manager

Witness/Attest:

[Signature]  
MUNICIPAL CLERK  
8/29/2024

BOROUGH OF ALPINE

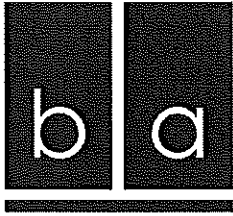
By: [Signature]

Name: Paul H. Tomasko

Title: Mayor

Exhibit A

December 2, 2022 Transfer and Development Agreement



COMMUNITY PLANNING  
LAND DEVELOPMENT AND DESIGN  
LANDSCAPE ARCHITECTURE

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

**B U R G I S**  
ASSOCIATES, INC.

January 27, 2025

Edward J. Buzak, Esq.  
Surenian, Edwards, Buzak & Nolan LLC  
150 River Road, Suite N-4  
Montville, NJ 07045

Re: Borough of Alpine  
Site Suitability Analysis  
BA#: 4128.01

Dear Ed:

We have prepared the following site suitability analysis per Condition #11 within the Special Adjudicator's Report for a Mount Laurel Compliance Hearing for the Borough of Alpine in Bergen County, New Jersey. Pursuant to N.J.A.C. 5:93-5.3., municipalities shall designate sites that are *available, suitable, developable* and *approvable* for low- and moderate-income housing, as defined in N.J.A.C. 5:93-1. N.J.A.C. 5:93-1.3 defines for these terms as follows:

1. "**Available site**" means a site with clear title, free of encumbrances which preclude development for low and moderate-income housing.
2. "**Suitable site**" as a site that is: adjacent to compatible land uses; has access to appropriate streets; and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.
3. "**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.
4. "**Approvable site**" means a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.

The following pages contain analysis in further determining whether the sites identified within the Borough's Housing Element and Fair Share Plan meet these definitions to be designated for low- and moderate-income housing. Specifically, we provide site suitability analysis for the expanded Municipal Site and the Radio Tower site as well as additional suitability factors for the Sylco site.

JHB

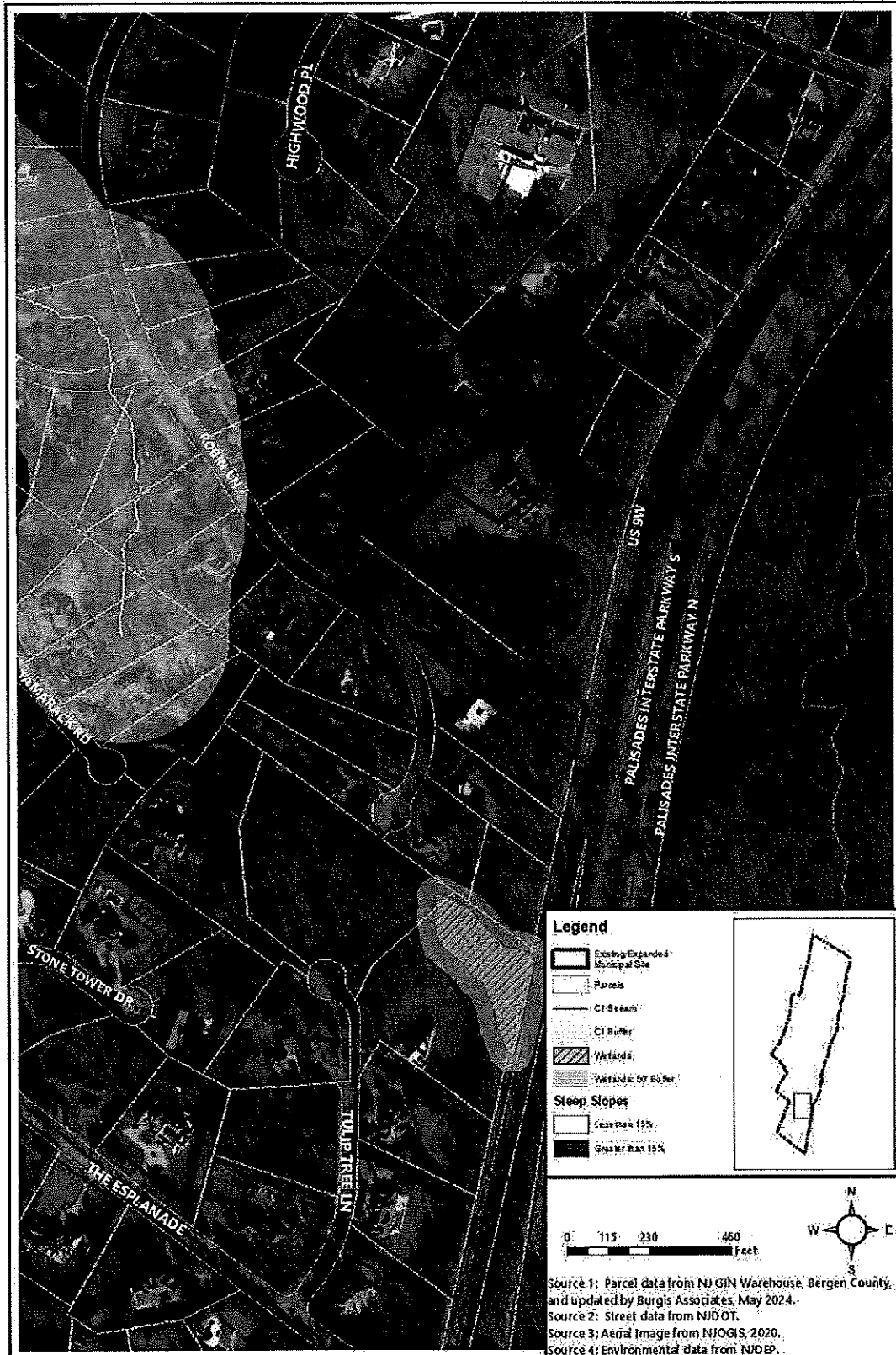
#### A. Expanded Municipal Site – Block 39 Lots 2.01 and 8

The request from the Special Adjudicator was for a full site suitability analysis of the Municipal Site where the expansion will be located including environmental constraints as well as the location of the existing and proposed expansion of the septic system along with a site aerial.

1. **The site is Available.** The site has clear title, free of encumbrances. The site had a conservation easement in effect for potential single-family development which was permitted up until permit expiration which came to pass in August of 2024. That easement reserved the right of the Grantor to abandon the project whereupon the Grantee shall execute an appropriate release of the Easement.
2. **The site is Suitable.** The site is adjacent to compatible land uses in that it is situated next to other parcels designated as public within the Borough's zoning map. The site has access to appropriate streets, namely Robin Lane. The site is consistent with the environmental policies delineated in N.J.A.C. 5:93-4 as depicted in the aerial shown on the following page.
3. **The site is Developable.** The site has access to appropriate water infrastructure as a result of the latest agreement with BCUW and the site will be able to accommodate additional septic system capacity. The site is served by public water. As noted on page 6 of the Engineer's Report and Suitability Analysis for Affordable Housing Site Expansion, prepared by Azzolina & Feury Engineering, dated September 16, 2024, no portion of the site is constrained by slopes or wetlands or wetland transition areas and septic systems serving the existing affordable housing units are suited for expansion. The Engineer's Report is provided following this analysis.
4. **The site is Approvable.** The site can be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.

An aerial of the site including environmental constraints is provided below.





**Legend**

- Existing/Expanded Municipal Site
- Parcels
- CI Stream
- CI Buffer
- Wetlands
- Wetlands: 50' Buffer

**Sleep Slopes**

- Greater Than 15%
- Greater Than 15%

0' 115' 230' 460' Feet

Source 1: Parcel data from NJ GIN Warehouse, Bergen County, and updated by Burgis Associates, May 2024.  
 Source 2: Street data from NJDOT.  
 Source 3: Aerial Image from NJGIS, 2020.  
 Source 4: Environmental data from NJDEP.

Plan Components Map - Existing/Expanded Municipal Site (Block 39 Lots 2.01 & 8)		4128.01	11/26/24	TB & AF
Burgis Associates, Inc. 25 Westwood Avenue, Westwood, NJ 07675 Phone: 201.666.1811   Fax: 201.666.2599   Email: jhb@burgis.com		Housing Element & Fair Share Plan 2024 Scale: 1" = 250'		A2

## B. Tower Site – Block 80 Lots 10 and 11

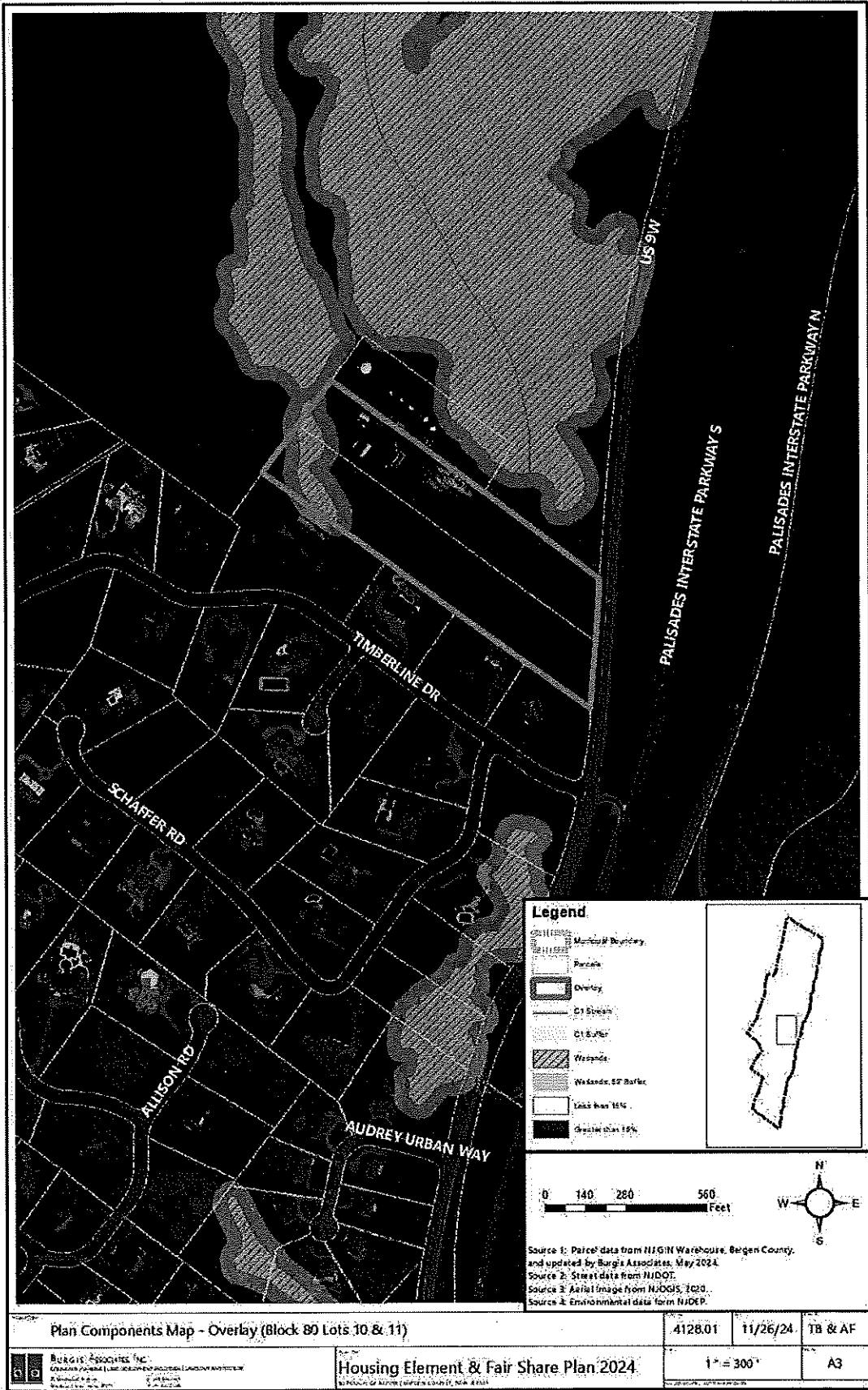
The request from the Special Adjudicator was for a basic site suitability analysis of the Tower Site as well as environmental constraints over the site aerial and a correction of the concept plan which appeared “flipped” within the HEFSP.

1. **The site is Available.** The site has clear title, free of encumbrances.
2. **The site is Suitable.** The site is adjacent to compatible land uses in that it is situated next to a single-family residential neighborhood in the R-A Zone District. The site has access to appropriate streets, namely US 9W. The site is consistent with the environmental policies delineated in N.J.A.C. 5:93-4 as depicted in the accompanying aerial. The state plan policy map designates the front of these lots in PA8. The Borough believes this to be a mapping error and has submitted a formal request to have the error corrected.
3. **The site is Developable.** The site has access to appropriate water infrastructure. Sufficient septic capacity can be provided to serve any contemplated development.
4. **The site is Approvable.** The site can be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.

The updated aerial with environmental constraints as well as the correctly oriented conceptual design plan are provided on pages 5 and 6 respectively.

## C. Sylco Site - Block 55 Lots 25.01 and 26 through 30

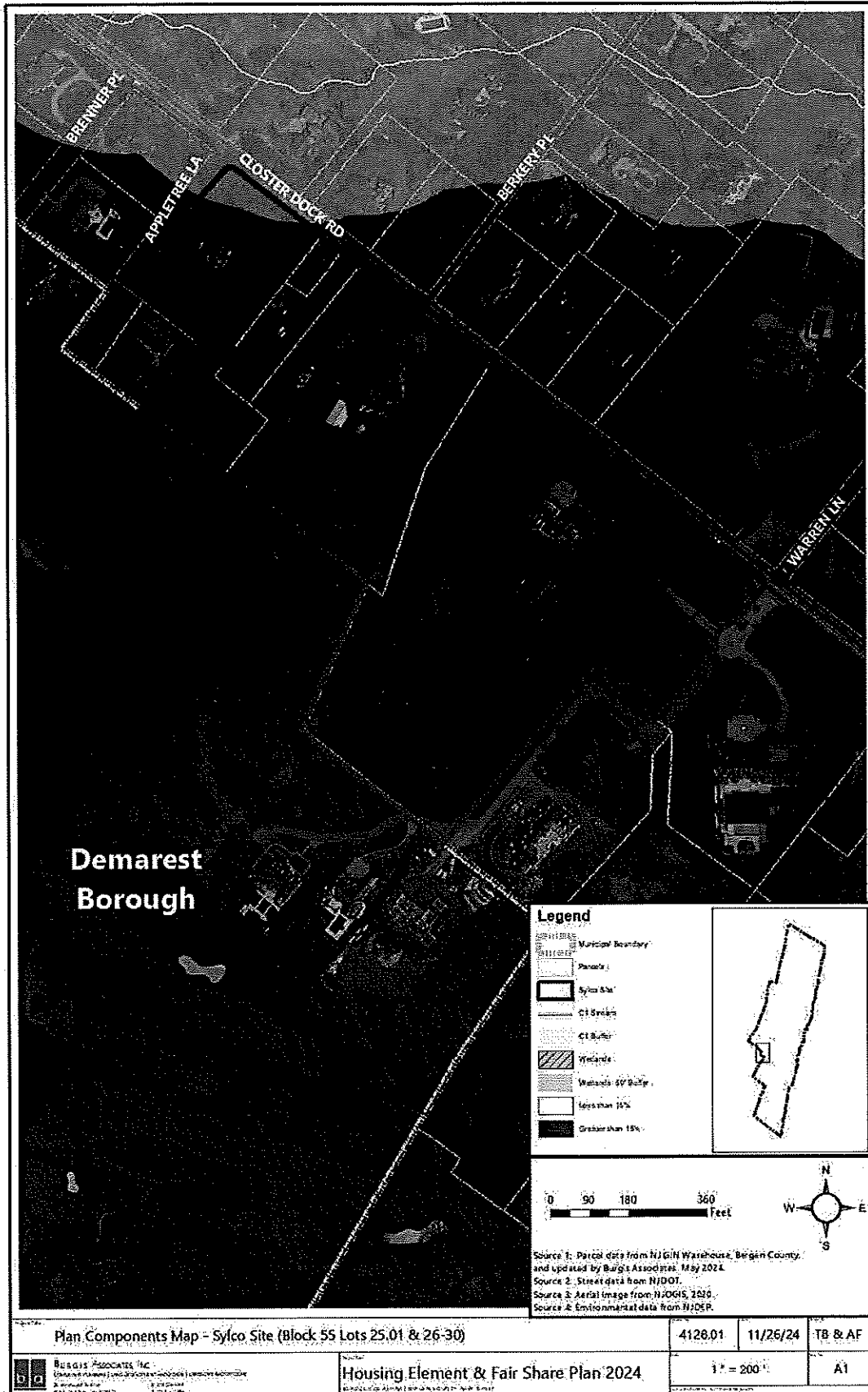
The request from the Special Adjudicator was for additional suitability factors for the Sylco site including information pertaining to the site’s access to appropriate streets and adjacent compatible uses. The site has access by way of both Closter Dock Road and Appletree Lane. The site is adjacent to compatible land uses in that it is situated within a single-family residential neighborhood in the R-1 Zone District. An updated aerial of the site inclusive of environmental constraints is provided at the end of this report on page 7.



Plan Components Map - Overlay (Block 89 Lots 10 & 11)

BURGIS ASSOCIATES, INC. LANDSCAPE ARCHITECTURE & PLANNING 2000 WESTWOOD AVENUE, WESTWOOD, NJ 07675 TEL: 201.666.1811 FAX: 201.666.2599	Housing Element & Fair Share Plan 2024		4128.01	11/26/24	TB & AF
	1" = 300'		A3		

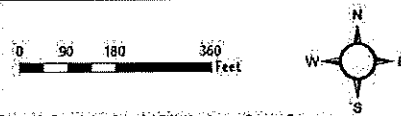
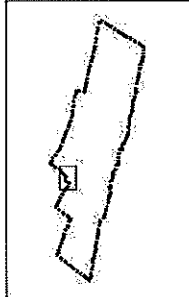




Demarest  
Borough

**Legend**

- Municipal Boundary
- Parcels
- Sylco Site
- C1 Streets
- C1 Buffer
- Wetlands
- Wetlands 60' Buffer
- Trees less than 18"
- Greater than 18"



Source 1: Parcel data from NJ G/N Warehouse, Bergen County, and updated by Burgis Associates, May 2024.  
 Source 2: Street data from NJDOT.  
 Source 3: Aerial image from NJGIS, 2020.  
 Source 4: Emission data from NJDEP.

Plan Components Map - Sylco Site (Block 55 Lots 25.01 & 26.30)

4128.01	11/26/24	TB & AF
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**Burgis Associates, Inc.**  
 200 Westwood Avenue, Westwood, NJ 07675  
 Phone: 201.666.1811 | Fax: 201.666.2599 | Email: jhb@burgis.com

**Housing Element & Fair Share Plan 2024**

1" = 200'	A1
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# AZZOLINA & FEURY ENGINEERING, INC.

*Professional Engineers and Land Surveyors*

30 Madison Avenue, Paramus, NJ 07652 • (201) 845-8500 • Fax (201) 845-3825  
110 Stage Road, Monroe, NY 10950 • (845) 782-8681 • Fax (845) 782-4212

**P-18**

## ENGINEER'S REPORT AND SUITABILITY ANALYSIS For AFFORDABLE HOUSING SITE EXPANSION

Located At:

127 N.J. State Route 9W  
Block 39, Lots 1, 2.01, 2.02 and 8  
Borough of Alpine  
Bergen County, New Jersey

Prepared For:

Borough of Alpine  
100 Church Street  
Alpine, New Jersey 07620

September 16, 2024

Prepared By:

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Perry E. Frenzel, P.E., P.P.  
N.J. Professional Engineer Lic. No. GE28190

## **I. Introduction and Scope of Report**

This report has been prepared to address the requirements stated in the Special Adjudicator's Report to the Court, dated 9-4-24, which cites the requirement of the Borough to provide a full site suitability analysis for the Municipal Site which has been designated by the Borough as an appropriate site whereupon additional affordable housing units can be created, as per N.J.A.C. 5:93-5.3. The subject site is land owned by the Borough of Alpine adjacent to the west side of N.J. State Route 9W in the Borough between the intersection with Hillside Avenue to the north and with The Esplanade to the south. Said properties are identified as Block 39, Lots 1, 2.01, 2.02, and 8 on Sheet 3 of the Tax Maps of the Borough of Alpine. The primary concerns to be addressed herein are potable water supply to the site, suitability of the site for subsurface sanitary waste disposal systems (i.e. 'septic systems'), and the overall suitability of the site for development as contemplated.

## **II. Site Topography and Constraints**

The property which is the subject of this analysis is the undeveloped portions of Lots 2.01, 2.02, and 8, having a total area of approximately 1.6 acres and being located adjacent to the existing driveway which provides access to the existing eight (8) affordable housing units on-site, those units being on the opposite (easterly side) of the driveway. Lots 2.01, 2.02 and 8 are depicted on the Affordable Housing Schematic Layout, dated 9-5-24, no revisions, which was prepared by our office. The existing and proposed affordable housing units. This plan, a copy of which is attached to this report, was marked into evidence as Exhibit P-17 during the Compliance Hearing on 9-11-24. The area whereupon additional affordable units are contemplated is a flat, open area with only grassy vegetation which is maintained. The only development in the immediate area is the previously mentioned affordable housing structure and four (4) septic systems to treat the sanitary waste from the eight (8) units. The general elevation of this parcel is approximately the same as Route 9W which runs parallel to the Hudson River at the top of the Palisades. As is the case with most of Alpine, the topography generally drops off from the top of the Palisades to the west, including the westerly end of the 1.6 acre parcel. In a similar manner, the topography approximately 100 feet to the north of the existing affordable units and the existing septic fields serving same also slope too steeply to be considered for development. Between Route 9W and both the existing and proposed affordable housing units is a 200-foot wide area, parallel and adjacent to Route 9W which is the Palisades Buffer Zone wherein no development is permitted. Lastly to the south is a large wetland area with adjacent required transition areas that covers the southwesterly corner of Lot 2.01, and bisects Lot 8. In short summary, the 1.6 acre parcel whereupon additional affordable housing units are contemplated is the only unconstrained area of Lots 1, 2.02, 2.02 and 8 whereupon development can be considered.

### **III. Potable Water Supply**

As is the case throughout Alpine and most of the northeastern section of Bergen County, the public water supply is managed by Veolia North America. The existing affordable housing units on the subject property are served by a direct connection to the water main located within the Route 9W right-of-way. Potable water service to the proposed additional units at this location will be served in the same manner by a new connection to the existing water main. Regarding interruptions of service, connection moratoriums, low water pressure/low supply volume, we are aware of no such issues, currently or historically, at this site and within the entire Borough of Alpine.

### **IV. Septic System Capability**

Approximately 90 to 95% of all developed properties in Alpine are reliant upon on-site subsurface sanitary wasteflow facilities, a.k.a. 'septic systems', to manage and treat the sewerage flow generated by the inhabitants. In the case of single family homes, each dwelling has within the same lot where the dwelling is situated, septic system capacity to manage the anticipated wasteflow. There are only two areas of Alpine which are in close proximity to the sanitary sewerage collection systems of the Boroughs of Closter, Cresskill and Demarest where the homes are connected to the sanitary sewer systems of the adjacent municipalities. However, these 'sewer-ed' areas are on the opposite (westerly) side of Alpine, nowhere near the property which is the subject of this analysis. Any connection to those existing sanitary sewerage collection systems from the easterly side of Alpine nearest the Palisades is impractical, not permitted by the inter-district wasteflow agreements, and extremely burdensome from the standpoints of constructability and cost.

Given the varying natural subsurface conditions throughout the Borough, the first step in evaluating the developability of a particular parcel of land is an evaluation of the subject site for areas within the property where a septic system can be constructed with relative surety. Sites chosen for a system should not be negatively impacted by naturally occurring conditions such as excessing high ground water, wetland/floodplain saturated soils, the presence of massive rock, or unacceptable fine-grained soils (such as clay) which would inhibit the ability of a septic system to treat and thereafter allow the treated water to return to the natural groundwater table. Often within an individual building lot, subsurface conditions can vary significantly, which can dictate the location of the site which must be dedicated to septic systems, thereby restricting the remaining area where the dwelling and or surface improvements could be constructed.

To determine a potentially acceptable location for septic system construction, the subsurface conditions should generally be free from groundwater or seepage to a depth of eight feet or more, free from the presence of massive rock to similar depths, and free of either unsuitable mixed fill material or naturally occurring fine-grained soils that would restrict/prohibit the percolation of treated wastewater back into the groundwater table.



These are the ideal conditions for siting a new septic system. However, in cases where these ideal parameters are not found, alternative solutions and septic system designs, and technological advances in wastewater pretreatment can be implemented to achieve the desired result. To locate a septic system above a prohibitive high groundwater condition, the treatment/disposal field can be raised to have its top elevation higher than the surrounding natural ground elevations, often requiring a pump to discharge the wastewater in the upper portion of the 'field' which cannot be accessed from the dwelling by gravity. In other cases where the maximum horizontal area available for the construction of the treatment/disposal field is limited or insufficient, Advanced Wastewater Treatment Devices ('AWTD') can be incorporated into the septic system design to aerate the inflowing sanitary waste to accelerate the natural bacterial breakdown of the harmful components of the waste, resulting in more efficient use of the available 'field' area, thereby providing an equivalent environmental benefit to a standard 'gravity-fed system. Incorporation of AWTD's into the septic system design can reduce the size of the 'field' required by as much as 25 percent, possibly more. This narrative is not intended to be a 'primer' for septic design, but is intended to show that less than perfect natural conditions on a given site, do not necessarily negate the ability to find a suitable location for the installation of a septic system if acceptable alternatives are considered in the design process, as is the case in a fair percentage of the new system designed submitted to the Borough for review and approval. While we are of the opinion that suitable conditions do exist in certain areas of the 1.6 acre parcel for the installation of conventional septic systems, as evidenced by our findings from our test pit excavations and evaluations of March 2022, we are also confident that suitable alternatives do exist and can be implemented to address conditions which cannot be identified beforehand.

#### **V. Septic System Siting Alternatives**

To provide additional surety as to the ability to serve the additional proposed units with adequate on-site wastewater treatment, we have identified and will consider two alternatives to locating new gravity-fed septic systems near the new units:

1. There are four (4) septic systems on-site that are functioning well after over 8 years of use. One alternative to entirely 'new' septic systems would be to expand the size of one or more of the existing systems to allow additional wastewater flows into the expanded system(s). The land area required for expansion adjacent to the existing systems has been taken into consideration in the location of the proposed new affordable units. The NJDEP has established minimum separation distances between septic systems and dwellings, between septic systems and property lines, between septic disposal fields, and other site features. We have taken these separation distances into consideration along with the possible expansion area of the existing systems in our Affordable Housing Schematic Layout.
2. The Borough is under contract to purchase the property known as Lot 8, in Block 39, which is immediately adjacent to Lots 2.01, and 2.02. The location of Lot 8 is

shown on the Affordable Housing Schematic Layout which is attached hereto. As discussed earlier in this report, Lot 8 is severely constrained by the Palisades Preservation Zone which extends 200 feet into Lot 8 from Route 9W, by wetlands and transition areas, and by steep slopes at the westerly end of the site. There is however a small area to the west of the wetlands that is reasonably flat and can be considered for septic purposes. This assumption is reinforced by the septic design for a proposed house

on this property, even though approval said plan was never pursued. The septic design was performed, however, by one of the engineering consultants who does a major portion of the septic pre-design evaluations and system designs which gives credibility to the potential use of this section of Lot 8 for septic purposes. This of course raises a question as to the development potential of the site for residential purposes. In addition to the constraints described herein, the Borough's R-AA Zoning Regulations require a 60 foot front setback from Robin Lane, and a 60 foot rear setback on a lot that is only approximately 136 feet deep. In short, the building envelope, given the required setbacks, is not adequate for the construction of a dwelling of any sort or size.

## **VI. Applicable Regulatory Processes**

The evaluation of the development potential for any given site must include identifying the Regulations which may or may not impact the extent to which the subject site can be improved. The following regulations/requirements have been identified as possibly having an impact upon the development of the subject parcel from a land-use perspective:

1. N J Department of Transportation - Highway Access – Access to/from Route 9W for both the existing affordable units and the additional units which have been proposed will be solely via the existing permitted driveway which links the site to northbound lanes of Route 9W. No additional Highway Access Permit approval is required.
2. N J Department of Environmental Protection – Freshwater Wetlands – Wetlands on this site and the adjoining Lot 8 had been previously delineated, and said delineation was accepted by the NJDEP, including the 50-foot transition areas adjacent to the upland boundaries of the wetland area. No encroachment, crossing, filling or disturbance of the same wetlands/transition areas is proposed. No permitting under the Freshwater Wetland Regulations is therefore required.
3. N J Department of Environmental Protection – Flood Hazard Areas – No watercourses and/or adjacent flood hazard areas exist within 300 feet of the Borough's Lots 1, 2.02, 2.02 and 8. The Cresskill Brook which is designated by the NJDEP as a Category 1 Stream would require a 300 foot buffer on either side of the stream. However, the Cresskill Brook is approximately 550 feet from the closest

point on the Boroughs lots. No permitting under the flood Hazard Area Rules is therefore required.

4. N J Department of Environmental Protection – Stormwater Management – all properties within the State of New Jersey are subject to the NJDEP's Stormwater Management Regulations. However, submittals to the NJDEP for review and approval are required only of projects classified as 'Major' by the NJDEP's definition. A Major Development is one which will disturb more than one acre of land area and/or creates more than one-quarter of an acre of new impervious area. The implementation of the development of the additional units is not anticipated to cause this project to be classified as Major. Nonetheless, should unforeseen areas of disturbance and/or additional impervious surface be necessary, thus falling into the 'Major Development' category, strict adherence to the NJDEP's stormwater management design criteria will be required, which can include the requirement of a submittal to the NJDEP for review.
5. Borough of Alpine – Stormwater Management – The Borough has adopted Regulations which closely parallel the NJDEP's Stormwater Management Regulations. All submittals to the Borough must be reviewed under both the criteria and design standards set forth in the NJDEP Regulations and the Regulations of the Borough of Alpine.
6. Bergen County Soil Conservation District – Soil Erosion and Sediment Control – Sites whereupon more than 5,000 square feet of land area will be disturbed by the proposed construction process must apply for approval of the project-specific Soil Erosion and Sediment Control Plan which has been prepared by the site engineer of record. This project will disturb more than 5,000 square feet of land area. A submittal to the Soil Conservation District will be required, followed by installation of the required soil erosion protective measures indicated the plan approved by the District.
7. Bergen County Utilities Authority – Sanitary Sewerage Collection/Treatment – The subject sanitary wasteflow from the proposed additional units will be treated on-site in subsurface septic systems. There will be no connection or discharge to the facilities of any adjoining municipality. No application/submittal to the BCUA is therefore required.
8. N J Department of Environmental Protection – Water Main Extension – Developments which create/will create more than 50 realty units must apply to the NJDEP for a Simplified Water Main Extension Permit. These permit applications basically evaluate the impact of sizeable projects which would have large volumes of potable water consumed against the NJDEP-approved total water allocation to the host municipality. Since the total number of realty units for the subject

property, including the existing affordable units is far less than 50 realty units, no application to the NJDEP is required.

9. N J Department of Environmental Protection – Subsurface Sewage Disposal Systems – in all cases when a particular property does not have the ability to connect to a municipal or regional sewerage collection network that will in turn convey sanitary wasteflows to a municipal sewerage treatment plant, on-site subsurface sewage disposal ( i.e.: 'septic system' ) is required. The NJDEP sets the design parameters and standards for all systems no matter how many gallons per day of wastewater a system is expected to receive and treat. However, an individual septic system that that will treat less than 2,000 gallons per day, as calculated using the wastewater generation rated published by the NJDEP, does not need to submit an application with supporting documents to the NJDEP for approval, a.k.a. (Treatment Works Approval'). Systems treating less than 2,000 gallons per day per building lot must however apply to the municipality or designated Health Officer for review and approval before construction. The Borough's lots including the parcel upon which the additional affordable units will be constructed will be re-configured as needed to ensure that no septic system treats more than 2,000 gallons per day.

#### **VII. Overall Site Suitability for Development of Additional Affordable Units**

In the previous sections of this report, we have made a number of findings regarding the suitability of this site for the intended purpose. From our knowledge of the site as it currently exists and the general conditions throughout this area of Alpine, we have also made a number of findings. These are as follow:

1. An area of the site approximately 1.6 acres in size, situated on the opposite side of the access driveway from the existing affordable housing units is generally flat, free of tree growth, grassy and maintained. At the southerly end of this 1.6 acres is a tennis court no longer used by the Borough to be removed to provide a substantial portion of the area upon which the new additional units could be constructed.
2. No significant portion of the 1.6 acre parcel is in an area of steep slopes.
3. No portion of the 1.6 acre parcel is within delineated wetlands or required transition areas.
4. Septic systems serving the existing affordable housing units are located at the northerly limit of the 1.6 acre parcel, and are potentially suited for expansion.
5. Existing access into both the existing affordable housing units will also provide access to the proposed units directly from Route 9W. No new access or NJDOT Access Permit is needed.

6. Existing potable public water service provides water to the existing units, and additional water service to the proposed units can be provided from the same water main in Route 9W.
7. Subsurface conditions generally throughout the site and the surrounding areas indicate that building foundations for the additional units will in all probability be constructed without piles or extensive subsurface soil stabilization.
8. On-site soil conditions indicate that additional septic system capability can be designed, constructed and provided for the proposed units. Alternative design methodologies have been effectively implemented within many developed lots within the Borough, and alternative locations for the systems do exist.

### **VIII. Conclusion**

Our investigation of site conditions, knowledge of the layout of the existing facilities and services, our familiarity with general development conditions and constraints throughout the Borough and within the limits of Lots 1, 2.02, 2.02, and 8, of Block 39 indicates that the development parcel of approximately 1.6 acres in size which is described herein is suitable for the development of the fourteen (14) additional affordable units, and the appropriate/necessary support facilities for same.

# ATTACHMENT

## AFFORDABLE HOUSING SCHEMATIC LAYOUT

Prepared For

THE BOROUGH OF ALPINE

COAH-SWIM CLUB SITE

Block 39, Lots 2.01, 2.02, 7 and 8

BOROUGH OF ALPINE

BERGEN COUNTY, NEW JERSEY

Prepared By

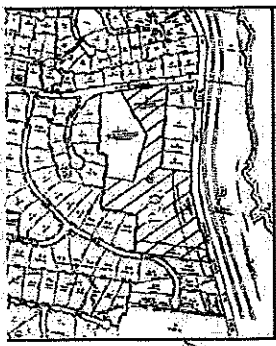
AZZOLINA & FEURY ENGINEERING, INC.

30 MADISON AVENUE

PARAMUS, NEW JERSEY 07652

Dated

9-5-24



KEY MAP

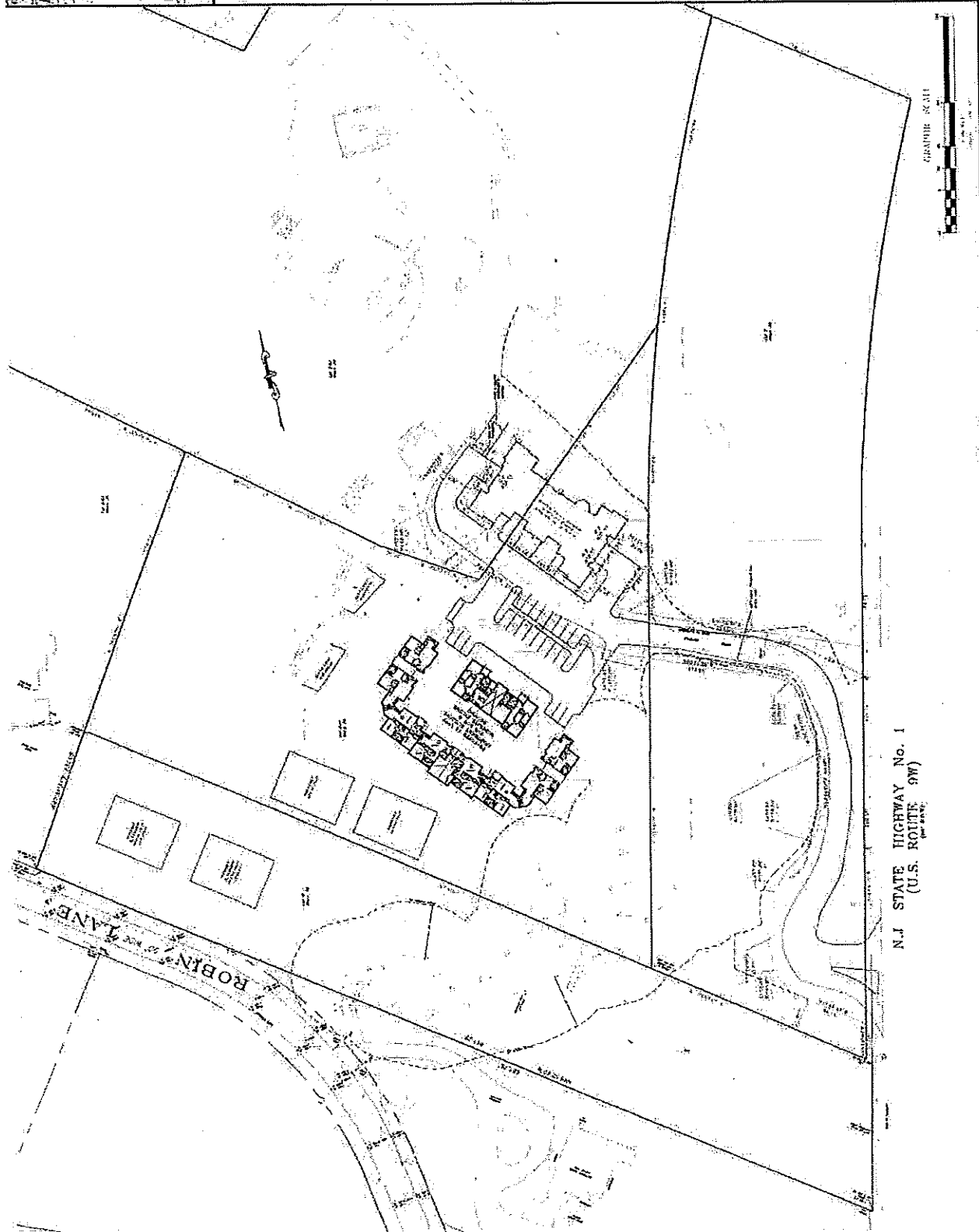
Prepared For  
**THE BOROUGH OF ALPINE**  
**COASTSWIM CLUB SITE**

PROJECT NO. 10000 P. 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Submitted to  
**Avonlin & Peary Engineering Inc.**  
 10000 P. 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

AVONLIN & PEARY ENGINEERING INC.

10000 P. 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



# EXHIBIT B

LAND USE PLAN AMENDMENT  
BOROUGH OF ALPINE, NEW JERSEY  
BERGEN COUNTY, NEW JERSEY

May 23, 2024  
Adopted June 6, 2024  
Revised January 27, 2025




LAND USE PLAN AMENDMENT  
BOROUGH OF ALPINE, NEW JERSEY  
BERGEN COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF ALPINE PLANNING BOARD  
BA# 4128.01

The original document was appropriately signed and sealed on January 27, 2025 in accordance with Chapter 41 of Title 13 of the New Jersey State Board of Professional Planners.

  
\_\_\_\_\_  
Joseph H. Burgis PP, AICP  
Professional Planner # 2450

## INTRODUCTION

The Borough of Alpine Planning Board seeks to adopt an amendment to the Borough's 2002 Land Use Plan Element of the Master Plan in order to have it reflect the Settlement Agreement the Borough of Alpine entered into on November 1, 2023 with Sylco Investments #4, LLC, et al (referred to herein as the 'Developer' or 'Sylco') which settled the Borough's litigation captioned Sylco Investments #4 et al v. Borough of Alpine, Docket No. BER-L-0293-20. The settlement is designed to permit the development of a forty-unit townhouse development on the Sylco property on Closter Dock Road which will create a realistic opportunity for eight affordable housing units to be developed on site within the context of a comprehensive integrated inclusionary development design.

The 2002 Land Use Plan, along with subsequent master plan reexamination reports, details the manner in which future development in the Borough is to occur, identifying the location of residential and non-residential uses and their intensities of use, and enumerates a series of goals and objectives that form the underlying basis for its land use recommendations.

The Planning Board adopted master plan reexamination reports in 2010 and 2020 that, pursuant to the applicable provisions of the New Jersey Municipal Land Use Law ("MLUL"), identified the major problems and objectives of the 2002 Plan, the extent to which the problems and objectives identified in that plan had been reduced or increased, enumerated significant changes in the assumptions, policies and objectives since the adoption of the 2002 Plan, and offered recommended changes to the master plan and zoning ordinance.

Additionally, subsequent to the adoption of the 2002 land use plan element the Planning Board adopted a number of housing elements and fair share plans to reflect the Borough's response to its Third-Round constitutional obligation to address its affordable housing obligations.

The purpose of this 2024 Land Use Plan Element amendment is to amend the 2002 Borough Land Use Plan by identifying the Sylco site as an affordable housing site, thereby ensuring the Borough's various planning documents (i.e.. the land use plan and housing element and fair share plan that is required to implement the Settlement Agreement with FSHC) are current and consistent with each other and that the construction of affordable housing in the Borough is not delayed.

## BACKGROUND

In 1975, the New Jersey Supreme Court decided So. Burlington Cty NAACP v. Borough of Mount Laurel, 67 N.J. 151 (1975) (Mount Laurel I) and in 1983 the New Jersey Supreme Court decided So. Burlington Cty NAACP v. Borough of Mount Laurel, 92 N.J. 158 (1983) (Mount Laurel II). These cases held that every municipality in New Jersey has an affirmative obligation to provide for its fair share of affordable housing. While there have been many court cases since then, along with the adoption of the Fair Housing Act of 1985, and creation of a state-wide affordable housing council (COAH) that was charged with establishing municipal housing-need numbers for all municipalities and the review of housing elements and fair share plans, the one constant refrain has been that municipalities have this *constitutional* obligation that must be addressed.

Alpine sought to address its obligation in a manner that was fair to the needs of low- and moderate-income households, participated in the process, and obtained a judgment of compliance and repose for the Second Round Plan. However, during the pendency of the Third Round, Sylco sought to have its site considered for inclusionary development for the purposes of participating in the Borough's effort to meet its Third-Round affordable housing obligations. The end result was the above noted litigation, which has now been settled.

The Settlement Agreement was signed by the parties on November 1, 2023. It resulted in the Borough's permitting the development of a forty-unit townhouse development on the Sylco property on Closter Dock Road inclusive of eight affordable housing units, with the site to be developed within the context of an inclusionary development design. This is detailed in the following section of this report.

## LAND USE PLAN AMENDMENT

The Settlement Agreement necessitates modifications to the Land Use Plan Element of the Master Plan to ensure the Borough's various planning documents are current and consistent with each other. The principal modifications to the Land Use Plan Element are as follows:

1. Within the Goals section of the 2002 Land Use Plan, Goal #7 and its associated Policy Statement are hereby amended as follows:

Goal #7: To comply with the Borough's obligation to provide for its fair share of low- and moderate-income housing consistent with New Jersey's Fair Housing Act.

Policy Statement: The State of New Jersey has established pre-credited housing need numbers for every municipality in the State. The Borough of Alpine has adopted a housing plan that addresses its Second-Round affordable housing obligations, as adjusted by the COAH vacant land adjustment methodology, and has settlement agreements that will result in the adoption of a Third Round HE&FSP. Consequently, the Borough land use policy is designed to complement the settlement agreement provisions and incorporate the Sylco site as designated therein.

2. Paragraph 2, Moderate Density Residential Use, is hereby amended to remove Block 55, Lots 25.01 and 26 through 30 from this zone
3. The category description in Section 2.3, Land Use Categories, for Multi-Family Residential (Mt. Laurel Housing) is hereby amended to delete the references to the Norian site.
4. The land use designation for the Sylco property, identified as Block 55 Lots 25.01 and 26 through 30, is hereby amended to the following:

The Borough has entered into a settlement agreement with the owners of this 22.62-acre property for the development of 40 townhouse dwellings including eight affordable units. The density is a function of the site containing significant wetlands and C-1 stream buffer acreage that serves to limit the developable portion of the property. The property is located on the easterly side of Closter Dock Road, between Frick Drive and Appletree Lane.

The eight affordable rental units are included in the total of 40 units comprising the inclusionary development. There are to be two very low-income units, two low-income units and four moderate-income units. The affordable bedroom distribution includes one one-bedroom unit, five two-bedroom units, and two-three-bedroom units.

The 2002 Land Use Plan places this site in a Low-Density Single Family Residential land use category calling for detached single family dwellings. This amendment calls for this designation to be changed to a Townhouse Inclusionary Housing land use category. As noted above, it specifically provides for a maximum of forty dwellings on site, including eight affordable units. The intent of this designation is to have this site developed consistent with the Borough's recently adopted ordinance that is appended to the Borough's 2024 HE&FSP.

A concept plan for the site is shown on the following page.



5. Paragraph 6.2 Sewer of the 2002 Alpine Master Plan is hereby amended to add Block 55, Lots 25.01 and 26 through 30 to the list of lots to which sanitary sewer service connections are permitted.
  
6. The Land Use Plan Map, Zone Map and Sewer Service Area Map are hereby amended to reflect the changes for the Sylco site as well as the site slated for construction of a septic system to support the additional four-bedroom group home and supportive housing apartments located at the 100% affordable municipal site. The Borough will purchase Block 39 Lot 8, which bears an address of 24 Robin Lane and is situated adjacent to the municipal site. Amended maps reflecting these changes are shown on the following pages.

