City of Summit - Planning Board

https://www.cityofsummit.org/311/Planning-Board

Active Planning Board Applications - 190 River Road

Hearing Date: July 27, 2026. Carried to: August 17, 2026.

Documents listed by the City include: Application; Preliminary and Final Site Plan; Architectural Plans; ALTA Survey; Landscape Plans; Traffic Impact Study; Drainage Report; Sanitary Sewer and Potable Water Engineer's Report; Fire Truck Reach Exhibit; Steep Slopes Exhibit; Stream Permit; List of Required Permits, Approvals, & Licenses; Sanitary Sewer Memo; Sanitary Sewer Investigation Map; Sewer Capacity Will Serve; utility will-serve letters; Soil Conservation District Submission Letter; Updated Staff Comments 7.27.26.

The City also lists: Resolution Authorizing Mayor to Execute a Mediation Agreement Between City of Summit and Fair Share Housing Center; First Amendment To Settlement Agreement By And Between City of Summit and OE 190 River Road LLC; Exhibits A-1, A-2 and A-3; 8.7.26 Transmittal Letter; Landscape Plan Dated 8.7.26; Fire Truck Circulation Exhibit Dated 8.6.26; Site Plan Exhibit Dated 8.6.26.

PLANNING BOARD AGENDA
Monday, August 17, 2026
7:30 PM – Council Chambers

CITY OF SUMMIT 512 Springfield Avenue Summit, NJ 07901

PLEASE NOTE: *This agenda is subject to revision at the meeting at the discretion of the Chair. All meetings of the Planning Board are open to the public, and public comments are welcome on specific site presentations after each such presentation, with the length of the comments at the discretion of the Planning Board chairperson.*

I. PLEDGE OF ALLEGIANCE

II. ADEQUATE NOTICE STATEMENT

III. ROLL CALL

❑ Chairwoman Balson Alvarez, *Class IV*	❑ Mr. Felmet, *Class IV*	❑ Mr. Goldin *(Alt. 2), Class IV*
❑ Vice Chairwoman Hamlet, *Class IV*	❑ Ms. Morrison, *Class I*	❑ Mr. Warner, Board Attorney
❑ Ms. Bowen, *Class IV*		❑ Ms. Sands, Board Secretary
❑ Councilmember Crisafulli, *Class III*	❑ Mr. Stern, *Class IV*	
❑ Mr. Dal'Maso, *Class II*	❑ Mr. Staunton *(Alt. 1), Class IV*	

IV. NEW BUSINESS

- None

V. APPLICATIONS

- OE 190 River Road, LLC **(Application Documents)**
  190 River Road ***(Carried from 7/27/26)***
  BL: 102 L: 1
  PB-26-289: Preliminary and final site plan application to construct new four story multi-family residential structure above existing two level parking deck with (c) - variance for loading space width.

VI. RESOLUTIONS FOR MEMORIALIZATION

- 527 Morris Avenue, Temple Hill Associates, LLC, BL: 402 L: 1, 3-7, and 61-63, PB-26-287

VII. MINUTES FOR MEMORIALIZATION

- March 23, 2026 (Regular and Closed Session)
- April 27, 2026 (Regular and Closed Session)
- June 4, 2026 (Regular and Closed Session)

VIII. ADJOURN

NEXT MEETING – Monday, September 28, 2026

ZB / PB ~ STAFF COMMENTS TRACKING WORKSHEET

Address:	**190 River Road**
Application #:	**PB-26-298**
Description/Variances:	**Major Site Plan Application**
Sent to Staff for Comments:	**6/30/2026**
Due Date:	**7/20/2026**

Staff / Commission / Consultant	Delivery Method	Report Attached with Comments	Report Attached with No Objections	Not Submitted	Not Required
Eric Evers, Director Fire Chief	❑ Paper ❑ Email	✓			
Ryan Peters Police Chief	❑ Paper ❑ Email	✓			
Board Engineer: Colliers	❑ Paper ❑ Email	✓			
Ralph Maritato Construction Official	❑ Paper ❑ Email	✓			
John Linson City Forester	❑ Paper ❑ Email	✓			
Board of Health: Westfield	❑ Paper ❑ Email	✓			
Historic Preservation Commission	❑ Paper ❑ Email	✓			
Environmental Commission ***(if required)***	❑ Paper ❑ Email	✓			
Board Planner Burgis Associates	❑ Paper ❑ Email	✓			
Department of Community Services, Engineering Division	❑ Paper ❑ Email			✓	

AT DUE DATE / UPON RECEPT FROM ALL STAFF:

Sent to Applicant:	_____/_____/_____
Sent to Attorney:	7/22/26

BURGIS
ASSOCIATES, INC.

COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

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

MEMORANDUM

To: City of Summit Planning Board
From: Joseph H. Burgis, PP, AICP & Tom Behrens, PP, AICP
Subject: OE 190 River Road, LLC (PB-26-289)
190 River Road
Block 102 Lot 1
Major Site Plan Application & 'c' Variance Request
Date: July 21, 2026
BA#: 4405.28

I. INTRODUCTION

The applicant, OE 190 River Road, LLC, is requesting major site plan approval and 'c' variance relief to replace the existing 3-story vacant office building (formerly occupied by Wells Fargo) at the above-referenced property with a 4-story, 198-unit inclusionary multifamily building above the existing 2-story parking structure to remain with associated site improvements. The site is located in the City's AH-3A Affordable Housing-3A Zone created by Ordinance No. 26-3372 as a compliance mechanism in the City's Fourth Round Housing Element and Fair Share Plan intended to facilitate a 198-unit multifamily development of the property. The extent of proposed improvements and required variance relief are detailed herein.

II. DOCUMENTS SUBMITTED

Our office has received and reviewed the following application documents:

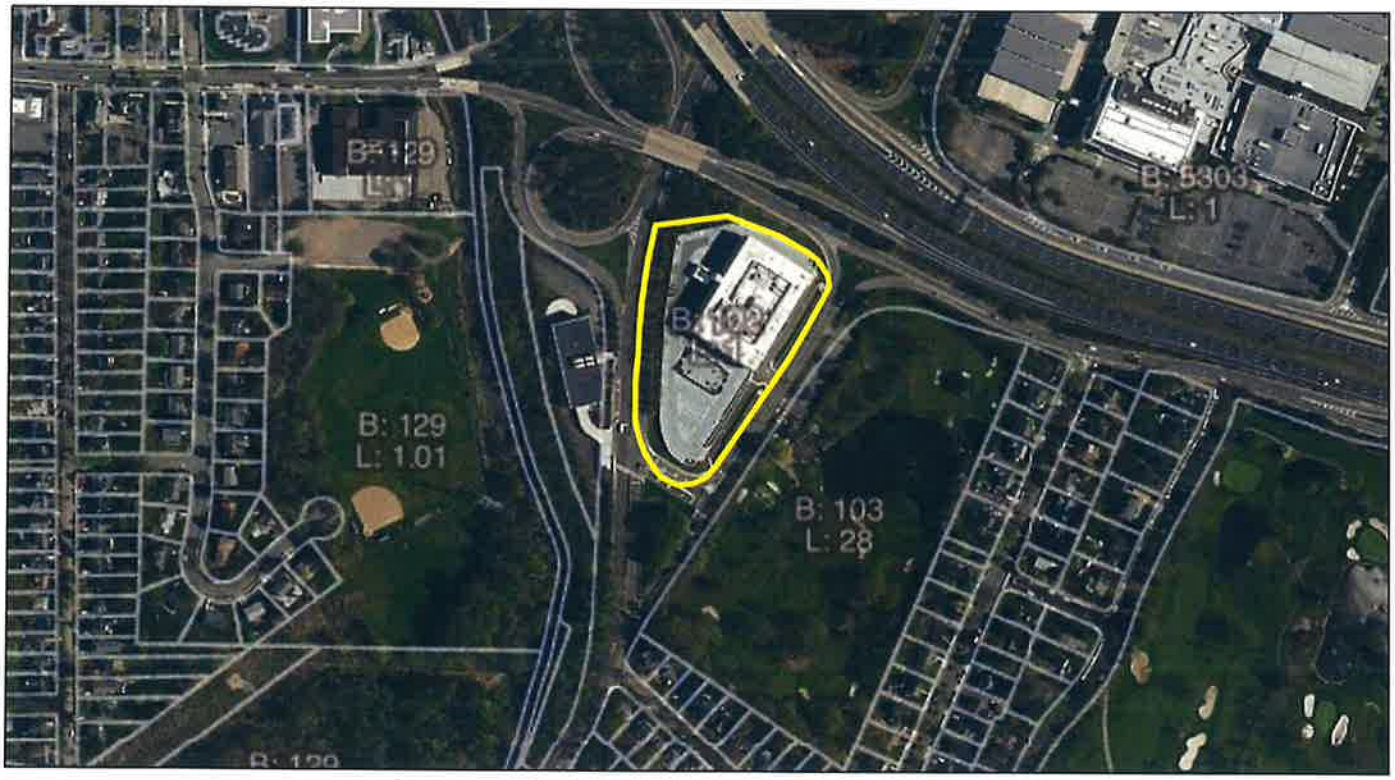
1. Application forms and accompanying materials.
2. Narrative description.
3. Variance & waiver list prepared by Dynamic Engineering dated May 5, 2026.
4. List of required permits/approvals/licenses.
5. TRC meeting response letters prepared by Russo Development dated May 14, 2026.
6. ALTA Survey (3 sheets) prepared by Control Point Associates, Inc. last revised June 9, 2025.
7. Site plans (21 sheets) prepared by Dynamic Engineering last revised June 8, 2026.
8. Architectural plans (11 sheets) prepared by KSS Architects dated May 5, 2026.
9. Landscape plans (7 sheets) prepared by Melillo Bauer Carmen dated May 5, 2026.
10. Sanitary sewer investigation map (2 sheets).
11. Traffic Impact Study prepared by Dynamic Traffic dated April 29, 2026.
12. Drainage report prepared by Dynamic Engineering last revised May 2026.
13. Sanitary sewer & potable water engineer's report prepared by Dynamic Engineering dated May 2026.

14. Sewer investigation summary prepared by Russo Development dated June 18, 2026.
15. Fire truck reach exhibit prepared by Dynamic Engineering dated May 5, 2026.
16. Steep slope exhibit prepared by Dynamic Engineering dated May 5, 2026.
17. Will serve letters.
18. NJDEP stream encroachment permit.

III. Property Description

The site, identified as Block 102 Lot 1 in City tax records, is a 4.4-acre irregularly shaped parcel in the northernmost end of the City with frontages on River Road, John F. Kennedy Parkway and Route 24. The site is developed with a 3-story office building above a 2-level parking deck consisting of 611 parking spaces which occupies the majority of Lot 1. Vehicular access to the site consists of a single two-way driveway on River Road. A stream culvert traverses the property under the parking deck with an associated 40 foot wide stream easement. Areas of the site are within a floodplain. Development surrounding the site consists of Route 24 and Short Hills Mall to the north, City-owned municipal golf course to the south and east and office building to the west. The aerial image below provides a general overview of the existing site conditions and surrounding development pattern.

Site Aerial Photograph



Source: NJ Parcel Explorer, Rowan University. Image from NJGIN 2020.

IV. Planning Review

The proposed improvements include removal of the existing 3-story office building to be replaced with a new 4-story, 198-unit inclusionary multifamily building consisting of 30 affordable housing units above the existing 2-story parking structure to remain. The parking structure will be reinforced and improved to accommodate the new residential development. Additional site improvements include open courtyard areas above the parking structure, lighting, landscaping, grading, parking and circulation, utilities and signage. Site amenities include an outdoor pool, outdoor seating and game areas, clubroom, coworking spaces, golf simulator, fitness room and dog run on the lower garage level. The application materials indicate a maximum of 6 employees will be on-site at a given time.

The following is offered for the Board's consideration with respect to specific elements of the application:

1. Affordable Units. A total of 30 affordable housing units will be provided representing an onsite affordable housing set-aside of 15%. These include 6 one-bedroom, 18 two-bedroom and 6 three-bedroom affordable units which comply with the applicable UHAC affordable bedroom distribution requirements. The affordable units shall be deed restricted in accordance with the prevailing UHAC requirements.

2. Building Design. The proposed bedroom distribution includes 74 one-bedroom units, 97 two-bedroom units and 27 three-bedroom units. The applicant shall discuss the extent to which the proposed building materials and design reflect the character of Summit and comply with the Development Design Guidelines contained in Attachment 1 of Chapter 35 and multifamily development requirements in Section 35-14.4. The applicant shall confirm that all mechanical equipment will be sufficiently screened from public view.

3. Parking & Circulation. The existing two-way driveway on River Road will remain providing access to the existing east facing garage entrance to the lower level and driveway leading to the main building entrance. The upper parking level has two means of access at the southwest and northeast corners of the site. A second driveway is proposed at the southeast corner of the site on River Road to provide for emergency, occasional delivery access secured with a gate and dry access during a flood event.

   The parking deck includes a total of 584 spaces (312 spaces in lowest level and 272 spaces in second level) where 384 spaces will be designated for the 198 residential units which require a minimum of 384 spaces. These include 34 tandem parking spaces that will be assigned to a single unit. 58 electric vehicle spaces are proposed as required. 3 surface spaces, including 1 handicap stall, are located in the south end of the site adjacent to the main lobby.

   A minimum of 25 parking spaces will be designated for City use and approximately 175 spaces (or remaining number of spaces) designated for third party use via a lease agreement. The applicant shall confirm the nature of the third party utilization of the parking area. The application materials indicate that mail and package deliveries will occur on the upper level of the parking deck at the main lobby of the building. A nonconforming 7 foot by 93 foot loading space will be located along the eastern driveway intended for residents moving in/out.

   A new pedestrian crosswalk will be installed between the site and adjacent municipal golf course to the east.

4. Lighting. There are 19 freestanding lighting fixtures that will be installed around the driveway, most which will have compliant mounting heights of 15 feet. The applicant shall confirm the extent to which any exterior building mounted lighting fixtures are proposed, balcony lighting and lighting of the open courtyard area facing John F. Kennedy Parkway. Variances relief is required as indicated in Section VII of this report.

5. Landscaping. The proposed landscape plan includes maintaining the existing vegetated buffer along John F. Kennedy Parkway, except for the removal of certain species as recommended by the City Forrester. The landscape plan features plan installations around the north, south and east perimeters of the site. A water feature is proposed below the wall mounted sign at the southwest corner of the site. Proposed plantings include 20 shade trees, 24 evergreen trees, 8 ornamental trees and a variety of shrubs, groundcovers, grasses and perennials. Plantings are also proposed in the two courtyard areas. The applicant shall confirm the adequacy of the proposed landscaping to provide year round interest and soften the appearance of the building, particularly as viewed from the east where the installation of trees is intended along River Road to provide a visual buffer.

6. Signage. Proposed signage includes 2 monument signs, 4 wall mounted signs, 2 temporary freestanding signs and 2 temporary wall mounted signs as indicated in the chart below. The applicant shall confirm the illumination of the various signs and the nature of the temporary signs. Variance relief is required for the proposed signage as indicated in Section VII of this memorandum.

Sign Type	Location	Sign Area	Height
Monument Signs	River Road Entrance	32.5 sf	14.5 ft
	NE Corner of Site	32.5 sf	9 ft
Subtotal		65 sf	-
Façade Signs	Building Entrance	10 sf	-
	East Facade	35 sf	-
	North Facade	35 sf	-
	SW corner of parking structure	72 sf	-
Subtotal		152 sf	-
Temporary Freestanding	River Road	20 sf	5 ft
	SW corner of site	20 sf	5 ft
Temporary Wall Mounted	North Facade	130 sf	-
	North Facade	130 sf	-

6. Steep Slopes. The applicant shall confirm the extent to which the proposed steep slope disturbance exceeds 1,000 square feet that would technically require variance relief.

7. Garbage & Recycling. Two trash areas are proposed in the lower level of the parking area. The applicant shall confirm the proposed handling of refuse requiring access through the parking garage.

8. Equipment. 2 transformer pads and 1 generator are proposed in the front yard area along River Road. The applicant shall confirm that these will be suitably screened.

V. MASTER PLAN

The site is included in the City's Fourth Round Housing Element and Fair Share Plan to permit a 198-unit multifamily development consisting of at least 30 affordable housing units.

VI. ZONING

The site is located in the AH-3A Zone wherein the proposed multifamily development is a permitted use. The zoning table below provides an overview of the AH-3A bulk requirements as compared to the existing and proposed conditions.

Requirement	AH-3A	Existing	Proposed
Min. Lot Area	4 ac	4.4 ac	No Change
Max. Density	198 units	N/A	198 units
Min. Front Yard Setback – Parking Structure			
Morris Tpke	12 ft	13.1 ft	No Change
River Rd	25 ft	43.1 ft	No Change
South Lot Line	20 ft	20.4 ft	No Change
JFK Pkwy	25 ft	24.8 ft (E)	**24.8 ft (V)**
Min. Front Yard Setback – Building			
Morris Tpke	12 ft/25 ft [3]	38.3 ft	13.6 ft
River Rd	40 ft	63.2 ft	43.2 ft
South Lot Line	100 ft	301.9 ft	106.8 ft
JFK Pkwy	25 ft	77.5 ft	28.4 ft
Min. Side Yard Setback	N/A	N/A	N/A
Min. Rear Yard Setback	N/A	N/A	N/A
Min. 5th Floor Stepbacks			
Morris Tpke	6 ft [4]	N/A	7 ft
River Rd	6 ft	N/A	7 ft
South Lot Line	6 ft	N/A	7 ft
JFK Pkwy	N/A	N/A	N/A
Max. Lot Coverage	85%	80%	81.9%
Max. Bldg. Coverage [1]	45%	27.6%	41.9%
Max. Bldg. Height	5 sty/65 ft [2]	3 sty<65 ft	5 sty/59.6 ft
Max. FAR	165%	28%	159%

(V) Variance relief required

(1) Building coverage excludes the parking structure and open courtyard areas pursuant to AH-3A Zone requirements.

(2) Building height shall be calculated from the elevation of the existing parking structure as of February 17, 2026.

(3) Minimum setback along Morris Tpke shall be 12 feet for no more than 55% building length and 25 feet for at least 45% of building length.

(4) Stepback shall be 6 feet for at least 70% of building length.

VII. Required Variance Relief

The development application requires the following variance relief:

1. 'c' Minimum Front Yard Setback. The existing parking structure has a nonconforming setback of 24.8 feet where a minimum setback of 25 feet is required from the John F. Kennedy Parkway right-of-way. This is a technical variance as an existing condition anticipated to remain but not reflected in the updated zoning for the property.

2. 'c' Minimum Loading Space Dimensions. The proposed loading space located along the driveway fronting River Road has a nonconforming dimension of 7 feet by 93 feet where Section 35-14.1.P.10.f requires a minimum dimension of 12 feet by 60 feet. The applicant shall confirm the functionality of this loading space as designed to accommodate the anticipated loading and delivery needs of the proposed residential development.

3. 'c' Maximum Freestanding Sign Area. The maximum permitted freestanding sign area is 24 square feet where two 32.5 square foot freestanding signs are proposed.

4. 'c' Maximum Freestanding Sign Height. A maximum freestanding sign height of 4 feet is permitted where the proposed freestanding sign height along River Road is 14.5 feet and along Route 24 is 9 ft.

5. 'c' Building Mounted Signs Not Permitted. The AH-3A Zone does not permit building mounted signs where 4 building mounted signs are proposed.

6. 'c' Maximum Number of Temporary Freestanding Signs. A maximum of 1 temporary freestanding sign is permitted where 2 are proposed.

7. 'c' Maximum Temporary Freestanding Real Estate Sign Area. A maximum temporary freestanding real estate sign area of 4 square feet is permitted where 20 square feet is proposed. The proposed temporary building mounted real estate sign is 130 square feet.

8. 'c' Temporary Building Mounted Signs Not Permitted. Two temporary building mounted signs are proposed where such signs are not permitted.

9. 'c' Maximum Illumination at Property Lines. The maximum permitted illumination at lot lines is 0.1 fc where 1.3 fc is proposed.

10. 'c' Maximum Average Illumination. The permitted maximum average illumination of walkways, stairs and bikeways is 0.2 fc where an average illumination of 2.97 fc is proposed.

11. 'c' Maximum Lighting Color Temperature. A maximum lighting color temperature of 3,500 Kelvin is permitted where 4,000 is proposed in the parking area. The applicant shall confirm the hours of garage parking lighting and impacts to surroundings.

VIII. Statutory Criteria

The following is a summary of variance criteria required to be addressed by the applicant:

'c'(1)/'c'(2) Variance Relief

The statute provides two approaches to 'c' variance relief, commonly referred to as the 'physical features' test and the 'public benefits' test as described below. The applicant may apply one or both of these tests in providing justifications for their 'c' variance requests.

A. Physical Features Test: An applicant may be granted 'c'(1) variance relief when it is demonstrated that the noncompliant condition is caused by 1) an exceptional narrowness, shallowness, or shape of the property, 2) exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or 3) by reason of extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon.

B. Public Benefits Test: An applicant may be granted 'c'(2) variance relief where it can prove the following: 1) that the granting of the variance will advance the intents and purposes of the MLUL; 2) that the benefits of granting the variance substantially outweigh any potential detriments. The benefits are required to be public benefits rather than a benefit that simply accrues to the property owner.

In addition, the applicant must address the Negative Criteria of the statute. Specifically, the applicant must demonstrate: 1) the variance can be granted without substantial detriment to the public good; and 2) that granting the relief will not substantially impair the intent and purpose of the master plan and zoning ordinance.

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

☐ **FLOOD ZONE**

	Name	Title / Committee
☐	Eric Evers	Fire Chief
☐	Charles Daly	Police – Traffic Bureau
☐	Board Engineer	Colliers
☐	Ralph Maritato	Construction Official
☐	DCS	Engineering Division

☐	John Linson	City Forester
☐	Health Dept.	Westfield
☐	Caroline King	Chair, HPC
☐	Planner	Burgis Assoc.
☐	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
Application #:	**PB-26-289**	**Applicant Names: OE 190 River Road LLC**	
Description/Variances:	**Major Site Plan Application**		

Comments Due Date:	**7/27/2026**	Please email jsands@cityofsummit.org if you are unable to meet this date.

Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: I just ask that the guidelines set forth for traffic safety are followed without any deviation unless permission is granted ahead of time by the SPD.

Print Name:	Charles Daly	Print Title:	Lieutenant – Traffic Bureau	Date:	7/23/2026

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

❑ **FLOOD ZONE**

	Name	Title / Committee
❑	Eric Evers	Fire Chief
❑	Charles Daly	Police Chief
❑	Board Engineer	Colliers
❑	Ralph Maritato	Construction Official
❑	DCS	Engineering Division

❑	John Linson	City Forester
❑	Health Dept.	Westfield
❑	Caroline King	Chair, HPC
❑	Planner	Burgis Assoc.
❑	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
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Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: SFD does not currently have any additional comments or concerns. I have attached two letters that can be submitted as our commentary. These letters were sent to Russo Development and document the department's original concerns, and the solution/agreement both parties have settled on.

Print Name:	Matthew Lemons	Print Title:	Battalion Chief – Fire Official	Date:	7/23/26

THE CITY OF SUMMIT
NEW JERSEY
FIRE DEPARTMENT

281 Broad Street • Summit,NJ 07901 • 908-277-9358 • Fax 908-598-7186

Eric P. Evers
Chief
908-277-9352
E-mail: eevers@cityofsummit.org

Paul Imbimbo
Deputy Chief
908-277-9353
E-mail: pimbimbo@cityofsummit.org

4/22/2026

Russo Development
Attn: Diogo Santos
570 Commerce Boulevard
Carlstadt, NJ 07072

To Whom it May Concern,

We have reviewed the provided documentation, site plans, and exhibits related to the proposed multifamily residential development project at 190 River Road, Summit, NJ 07901.

After review, the Summit Fire Department still has concerns with occupant egress during a fire event. First, due to the height of the building, its proximity to the edge of the concrete pad, and the non-permissible ground surrounding the concrete pad, aerial ladder trucks will not be able to reach most of the exterior windows along the outside edge of the building. Additionally, the top two floors of the interior units that face the courtyard will not be reachable by portable ground ladder. These conditions present the possibility of occupants being trapped by fire in their unit and forced to an exterior window or balcony for egress, and the fire department will not be able to reach them and/or remove them from the building safely. Secondly, the proposed maximum travel distance of the interior hallways is currently two hundred fifty (250) feet and is beyond an acceptable distance. The maximum travel distance should not exceed one hundred fifty (150) feet.

In order to account for occupant safety and egress, we will propose the following solutions:

1. Build the entire structure out of fire resistive or non-combustible materials in conjunction with the full sprinkler and standpipe system.
2. Reduce the overall footprint of the building and provide a twenty (20) foot fire lane surrounding the entire building that will support the weight of three (3) ladder trucks.
3. Provide exterior fire escapes for all units on the outside of the structure.
4. Provide exterior fire escapes into the courtyard for all interior facing units.

THE CITY OF SUMMIT
NEW JERSEY
FIRE DEPARTMENT

281 Broad Street • Summit,NJ 07901 • 908-277-9358 • Fax 908-598-7186

Eric P. Evers
Chief
908-277-9352
E-mail: eevers@cityofsummit.org

Paul Imbimbo
Deputy Chief
908-277-9353
E-mail: pimbimbo@cityofsummit.org

Thank you for submitting additional documentation and exhibits for our review. We look forward to hearing from you and working with you to find solutions to these concerns.

Sincerely,

Matthew K. Lemons
Lieutenant / Fire Prevention

cc. Eric Evers – Fire Chief / Fire Official

THE CITY OF SUMMIT
NEW JERSEY
FIRE DEPARTMENT

281 Broad Street • Summit,NJ 07901 • 908-277-9358 • Fax 908-598-7186

Eric P. Evers
Chief
908-277-9352
E-mail: eevers@cityofsummit.org

Paul Imbimbo
Deputy Chief
908-277-9353
E-mail: pimbimbo@cityofsummit.org

4/28/2026

Russo Development
Attn: Diogo Santos
570 Commerce Boulevard
Carlstadt, NJ 07072

To Whom it May Concern,

Thank you for meeting with us yesterday, April 27, to review your updated plans for the 190 River Road development proposal.

While we still have some operational concerns related to removing potential occupants from exterior balconies in the event of a fire, we understand the restrictions and limitations to the New Jersey and International building and fire codes.

We sincerely appreciate the time and effort your firm, and partners, have spent on our behalf to cater to our requests from our last correspondence dated April 22, 2026. We will accept the latest proposal to include a fourth emergency egress staircase and dividing the building into four independent structures. Please confirm that all four staircases will be equipped with standpipe connections for firefighting operations.

Thank you again for your diligence and collaboration!

Sincerely,

Matthew K. Lemons
Lieutenant / Fire Prevention

cc. Eric Evers – Fire Chief / Fire Official

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772

Colliers
Engineering
& Design

Memorandum

To: Planning Board
From: Marie Raffay, P.E.
Date: July 21, 2026
Subject: 190 River Road
Block 102, Lot 1
Summit, Union County, New Jersey

Summit No.: PB-26-285

We have reviewed the application and associated submissions prepared by the Applicant, OE 190 River Road, LLC for the subject property as referenced below:

a) Boundary and Topographic Survey (consisting of 4 sheets) entitled "Boundary & Topographic Survey, Block 102, Lot 1, 190 River Road, City of Summit, Union County, State of New Jersey" prepared by James D. Sens, P.L.S., of Control Point Associates, Inc., dated August 21, 2024;
b) Engineering Plans (consisting of 21 sheets) entitled "Preliminary and Final Site Plan for OE 190 River Road, LLC., Proposed Multifamily Residential Development, Block 102, Lot 1; Tax Map Sheet #1 – Latest Rev. Dated 04-2012, 190 River Road, City of Summit, Union County, New Jersey" prepared by Robert P. Freud P.E., and Matthew J. Bersch P.E., of Dynamic Engineering, signed and dated March 21, 2025, last revised June 8, 2026;
c) Property Owners List (200 foot list), dated February 20, 2026;
d) Certification of Taxes, dated March 29, 2026;
e) W-9 for OE 190 River Road, LLC., signed and dated May 8, 2026;
f) List of Required Permits/Approvals/Licenses for 190 River Road;
g) Transmittal prepared by Jason R. Tuvel Esq., and Danielle Kinback, Esq., of Prime Tuvel & Miceli, signed and dated May 11, 2026;
h) Will Serve response letter to Applicant, prepared by Aaron J. Schrager, P.E., Director of Engineering & Public Works, dated April 16, 2026;
i) Traffic Impact Study (consisting of 48 pages) for OE 190 River Road, LLC., prepared by Craig W. Peregoy, P.E., and Connor G. Hughes, P.E., of Dynamic Traffic., dated April 29, 2026;
j) Drainage Report (consisting of 53 pages) for OE 190 River Road, LLC., prepared by Matthew J. Bersch, P.E., of Dynamic Engineering, dated March 2026, last revised May 2026;
k) Sanitary Sewer & Potable Water Engineer's Report (consisting of 4 pages) for OE 190 River Road, LLC., prepared by Matthew J. Bersch, P.E., of Dynamic Engineering, dated May 2026;
l) Variance & Waiver List (consisting of 4 pages) for OE 190 River Road, LLC., prepared by Dynamic Engineering, dated May 5, 2026;
m) Landscaping Plan (consisting of 7 sheets) entitled "The Vanderly, Summit, New Jersey, Landscape Plans" prepared by Thomas B. Bauer, Landscape Architect, of Melillo Bauer Carman Landscape Architecture, signed and dated May 5, 2026;
n) Summit submission checklist for "Major Site Plan – Final Approval", dated May 7, 2026;
o) Summit submission checklist for "Major Site Plan – Preliminary Approval", dated May 7, 2026;

Colliers
Engineering & Design

p) Fire Truck Reach Exhibit (consisting of 1 sheet) prepared by Matthew J. Bersch P.E., and Robert P. Freud, P.E., of Dynamic Engineering, signed and dated May 5, 2026;
q) County submission letter, prepared by Matthew J. Bersch, P.E., and Robert P. Freud, P.E., of Dynamic Engineering, signed and dated May 8, 2026;
r) Somerset Union Soil Conservation District submission letter, prepared by Matthew J. Bersch, P.E., and Robert P. Freud, P.E., of Dynamic Engineering, signed and dated May 8, 2026;
s) Corporate Ownership Disclosure statement;
t) Steep Slopes Exhibit (consisting of 1 sheet) prepared by Matthew J. Bersch P.E., and Robert P. Freud, P.E., of Dynamic Engineering, signed and dated May 5, 2026;
u) Will Serve letter prepared by Sree Surya Teja Kadiyala of Jersey Central Power & Light Company, dated April 8, 2026;
v) Will Serve letter prepared by Francis Bonaccorso, Superintendent of Joint Meeting of Essex & Union Counties, signed and dated April 14, 2026;
w) Will Serve letter prepared by Driss Najah, Operations Supervisor of New Jersey American Water, dated April 15, 2026;
x) Notice of hearing for publication for OE 190 River Road, LLC;
y) Notice of Hearing for OE 190 River Road, LLC;
z) Planning Board Application Checklist for OE 190 River Road, LLC., dated May 11, 2026;
aa) Will Serve letter prepared by PSE&G, dated April 9, 2026;
bb) Site Plan Application for OE 190 River Road, LLC., signed and dated May 8, 2026;
cc) Stream Encroachment Permit prepared by the New Jersey Department of Environmental Protection, signed and dated September 13, 1971;
dd) Response to Summit Forester Review Letter prepared by Russo Development, LLC., dated March 10, 2026;
ee) TRC Meeting Response Letters prepared by Douglas G. Bartels, P.E., of Russo Development, LLC,. Dated May 14, 2026;
ff) Response to DCS Engineering Division Review Letter prepared by Russo Development, LLC., dated May 14, 2026;
gg) Response to Neglia TRC Review Letter prepared by Russo Development, LLC., dated May 14, 2026;
hh) Response to Colliers Engineering & Design Review Letter, prepared by Russo Development, LLC., dated May 14, 2026;
ii) Response to Summit Police Department Review Letter, prepared by Russo Development, LLC., dated May 14, 2026;
jj) ALTA/NSPS Land Title Survey, Block 102, Lot 1, 190 River Road, City of Summit, Union County, State of New Jersey," prepared by James D. Sens, P.L.S., of Control Point Associates, Inc., Rev. 4 dated June 9, 2026
kk) Response to Summit Fire Department Review Letter, prepared by Russo Development, LLC., dated May 14, 2026;
ll) The Vanderly, 190 River Road, Summit," prepared by Joseph Cusumano, P.E., of Russo Development, dated June 18, 2026;
mm) Sanitary Sewer Investigation Map for 190 River Road, dated June 18, 2026;

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Based on our review of the above-referenced documents, this office offers the following comments:

1. The 191,682-square foot (4.4-acre) property is located on the east side of John F. Kennedy Parkway, the west side of River Road and the south side of Route 24.

2. The property is in the AH-3A Affordable Housing 3A Zone, with surrounding properties in the R-6 Single Family Residential Zone and RO60 Research-office Zone.

3. The property is an irregular shape with approximately 520 feet of frontage along John F. Kennedy Parkway and 670 feet of frontage along River Road.

4. The property is currently improved with a two-story parking structure with a three-story office building above. The lot coverage is currently 80% (153,362 square feet).

5. The Applicant is proposing a new four story multifamily residential building above a two-story parking garage. The improvements also include courtyards, lighting, landscaping, grading, walkways, driveways, and utilities.

SITE LAYOUT/ PARKING/ TRAFFIC

6. Testimony should be provided regarding overall site circulation and the ability for delivery, refuse, and emergency vehicles to safely and efficiently maneuver throughout the site without obstruction or conflict with parking areas, loading areas, or internal traffic circulation patterns.

7. If approved, road opening permits will be required to allow for disturbance of River Road to accommodate the new utility installations and pavement repairs. A note should be added to the plans indicating that any utility cuts must be backfilled with stone and all pavement disturbance areas should either be sawcut or milled.

8. The Applicant shall confirm that all proposed ADA parking spaces, accessible routes, building entrances, sidewalks, driveway aprons, curb ramps, and detectable warning surfaces comply with applicable ADA/PROWAG and City requirements. Any final grading, spot elevation, dimensional, or construction detail revisions required by the City Engineer shall be provided prior to plan signature.

9. The Traffic Impact Study projects 75 trips during the weekday morning peak street hour and 74 trips during the weekday afternoon peak street hour for the proposed 198-unit residential development. The study also states that the proposed use would generate substantially fewer peak-hour trips than the existing/previous office use. The Applicant's traffic engineer should provide testimony regarding the trip generation assumptions, directional distribution, count data, and capacity analysis conclusions.

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10. The Applicant should provide testimony regarding driveway operations, including the existing full movement driveway, the proposed secondary emergency-access driveway, gate/control operations, any proposed occasional use by delivery vehicles, emergency access, sight distance, pavement markings, signage, and any required County, NJDOT, City, or road-opening approvals.

11. The Applicant should provide testimony regarding how the 25 City reserved parking spaces and the proposed third-party parking spaces will be managed, signed, accessed, enforced, and maintained, including whether these spaces will be available to residents or visitors and whether any parking management agreement will be required.

12. Applicant should provide testimony on the location, type, operation, maintenance and accessibility of the proposed 58 electric vehicle charging/ equipment spaces.

13. The Applicant is requesting variance relief for a proposed 7 foot wide loading zone where the ordinance requires an off street loading space measuring not less than 12 feet wide, 60 feet long, and 14 feet high. The Applicant should provide testimony regarding the intended loading, delivery, and move-in/move-out operations, the design vehicle, the clear width/length/height available, and whether the proposed loading operation could conflict with parking, site circulation, emergency access, or the public street.

14. The revised Site Plan includes vehicle circulation plans, including emergency vehicle circulation. The City Fire Official and Fire Department should review and confirm the acceptability of access, fire lanes, hydrants, fire department connections, signage, striping, turning movements, gate/control operations, and any required revisions or conditions of approval.

15. Sight triangles should be clearly shown at all driveway and access points. Landscaping, signs, lighting, utility equipment, walls, fencing, and other obstructions should be excluded from required sight triangles.

16. The Applicant should clarify the proposed construction staging, demolition logistics, contractor parking, truck routes, temporary traffic control, and pedestrian protection during construction, particularly because the existing parking structure is proposed to remain and be reused.

17. The Applicant should clarify that larger vehicles such as fire trucks, shuttle buses, garbage trucks, plow vehicles, etc. Have proper turning space to not only enter the facility but exit the facility properly.

18. The Applicant indicates that mail and package deliveries, including FedEx and Amazon, will occur at the main lobby on the upper floor of the parking deck. The Applicant should provide testimony regarding where delivery vehicles will stop, how long they will dwell, whether the

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loading space or drive aisle will be used, and how package delivery operations will avoid conflicts with residents, pedestrians, emergency access, and third-party parking users.

19. The Applicant shall provide testimony to address whether there will be any visitor parking on site and/or how visitor parking will be managed?

20. The Applicant should provide testimony to clarify where a moving truck would park when a new tenant moves in or vacates a unit?

21. The Applicant shall reconcile the parking counts and parking allocation among all submitted documents. The final proposed parking supply, including resident spaces, visitor spaces, City-reserved spaces, third-party lease spaces, EV spaces, ADA spaces, and tandem spaces, shall be confirmed and all applicable plans, applications, reports, and testimony shall be revised for consistency.

22. The Applicant shall reconcile lot coverage, impervious coverage, building coverage, and motor vehicle surface values among the Site Plan, Drainage Report, County application, Site Plan application form, and variance/waiver materials.

23. The Applicant should provide testimony regarding the operational management of tandem parking spaces, including how they will be assigned, monitored, and enforced to prevent conflicts between residents and ensure continued functionality of the parking layout.

24. The Applicant should provide testimony regarding the operation and management of the proposed third-floor amenity spaces, including hours of operation, access restrictions, anticipated occupancy, and any proposed security or noise mitigation measures.

25. The Applicant should provide detailed testimony regarding on-site snow removal operations including designated snow storage locations methods of snow removal from the parking structure and that emergency access, pedestrian circulation, and drainage facilities remain unobstructed during snow events.

26. The following comments shall be addressed related to refuse & recycling:

    a. The applicant shall indicate how refuse and recycling will be collected throughout the building. We note that a trash collection area is indicated within the parking area.

    b. The applicant shall demonstrate that the refuse and recycling storage areas are adequately sized for the proposed use.

    c. The applicant shall testify as to how the refuse and recycling will be picked up by a commercial hauler and the times and frequencies of pick-up.

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GRADING/ DRAINAGE/ UTILITIES

27. Testimony shall be provided on the overall grading and drainage conditions for this property. The Applicant shall describe how runoff will be directed in comparison to existing drainage patterns and identify the ultimate point of discharge.

28. The Applicant should clarify the proposed form and extent of the future drainage easement associated with the underground concrete channel, including provisions for City access, inspection, and long-term maintenance responsibilities.

29. The Applicant should provide the results of the underground concrete channel inspection and any associated condition assessment reports prior to memorialization of any approval.

30. The Applicant shall provide testimony confirming that the existing underground concrete channel has sufficient capacity to accommodate anticipated stormwater flows and that the proposed development will not adversely impact the function of the existing flood conveyance system.

31. The Applicant shall confirm that all proposed curb ramps, ADA parking spaces, accessible routes, driveway aprons, sidewalks, and detectable warning surfaces comply with applicable ADA/PROWAG and City requirements. Any final grading, spot elevation, dimensional, or construction detail revisions required by the City Engineer shall be provided prior to plan signature.

32. Since the proposed area of disturbance is less than one (1) acre and the increase in new impervious coverage is less than one-quarter (1/4) acre, the project does not trigger the stormwater management requirements for a major development. Having said that, drainage is a general concern and the Applicant should confirm that the proposed improvements will not cause any runoff impacts to adjacent properties. Where will stormwater runoff drain to?

33. The plans indicate a 40-foot-wide stream easement/strip associated with an underground concrete channel and Stream Encroachment Permit No. 5486. The Applicant indicates that the submitted permit does not appear to include a separately recorded easement and that the deed book and page shown on the survey refer to the Stream Encroachment Permit, which references a 40-foot-wide strip reserved for the passage of flood waters. The Applicant should provide all available permit plans, deed references, survey information, and title/easement documentation and should confirm the current applicability and limits of the referenced regulated area.

34. The Applicant is requested a drainage structure or access point be added where the culvert bends. The Applicant indicates that additional access will be added where and if feasible based on the video inspection results. The Applicant should coordinate the final

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access approach with the City Engineering Division and revise the plans accordingly, or provide technical justification if access cannot be added.

35. The Applicant should confirm that the proposed improvements will not cause adverse drainage impacts to adjacent properties, River Road, John F. Kennedy Parkway, Route 24, the existing culvert, or downstream drainage facilities. Should drainage issues occur as a result of the proposed development, it shall be the Applicant's responsibility to remedy those issues.

36. The Applicant submitted supplemental sanitary sewer investigation materials dated June 18, 2026. The materials indicate that the existing 4-inch cast iron force main was cleaned/scoped, a buried valve pit obstruction was identified and removed, and a new 4-inch Schedule 40 PVC force main connection was extended directly into the downstream Summit manhole. The Applicant shall revise the Site Plan and Sanitary Sewer & Potable Water Engineer's Report to reflect the confirmed sanitary connection, final pipe alignment, manhole connection, ownership/maintenance responsibilities, required permits, and approvals from Summit, New Providence Sewer, Joint Meeting, and NJDEP, as applicable.

37. Will serve letters from other utilities serving this development will need to be provided (i.e. gas, water, electric, telephone, etc.).

LIGHTING/ LANDSCAPING

38. A Landscape Plan has been provided. The Applicant's landscape architect should provide testimony regarding proposed plantings, tree removal/preservation, invasive species removal, irrigation, long-term maintenance, screening, and coordination with the City Forester. Landscaping, signage, lighting, utility equipment, walls, fencing, and other improvements shall not obstruct required sight triangles, pedestrian routes, or emergency access.

39. The Applicant shall confirm that the Variance & Waiver List is consistent with the latest lighting plans and photometric summaries. Any revised illumination values, fixture color temperatures, property-line light levels, and associated variance requests shall be updated. The Applicant should provide testimony regarding the lighting design, the need for the requested variances, and whether revisions can reduce light levels at the property line and other noncompliant areas.

40. All exterior and garage lighting shall be fully shielded, directed on-site, and designed to minimize glare, sky glow, and spillover onto adjacent properties and roadways. The Applicant should provide testimony regarding lighting schedules, dimming, motion controls, emergency/egress lighting, and whether nonessential lighting will be reduced or turned off during overnight hours.

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41. The Applicant is requesting signage variances for freestanding sign area and height, building-mounted signs, temporary freestanding real estate signs, temporary freestanding sign area, and temporary building-mounted signs. The Applicant should provide testimony and final sign details for the Board's review, including sign locations, dimensions, height, lighting, materials, duration of temporary signage, and potential impacts to sight distance or circulation. We defer to the Board Planner/Zoning Officer regarding zoning compliance and variance testimony for signage.

42. The Applicant shall be aware of their responsibility to repair any damage to improvements within the City right-of-way including, but not limited to, curb and asphalt caused by construction activities associated with the installation of the improvements on the subject lot.

43. The Applicant shall maintain a silt fence for the entire duration of construction.

44. The Applicant shall remove all excavated and excess soil from the site and shall not use excess soils elsewhere on site.

45. The Applicant shall be aware that if stormwater runoff drainage problems occur on their property and/or neighboring properties because of the construction of the proposed improvements, it is the Applicant's responsibility to remedy that drainage issue.

46. As a condition of approval, signed digital plans shall be transferred to the City of Summit for use in updating the GIS database for the property. Coordination with the City's Engineering Department shall be the responsibility of the Applicant after the application is approved by the City and prior to the issuance of a Certificate of Occupancy.

Should the Board approve the project, the approval may be subject to the issuance of a grading permit (Chapter 35, Article 15) and any required Board conditions. The Applicant shall verify the need for a grading permit with the City which will not be issued until all conditions of the resolution of approval are satisfied.

If you have any questions or require anything further, please contact me.

MKR/mt

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

☐ **FLOOD ZONE**

	Name	Title / Committee
☐	Eric Evers	Fire Chief
☐	Charles Daly	Police Chief
☐	Board Engineer	Colliers
☒	Ralph Maritato	Construction Official
☐	DCS	Engineering Division

☐	John Linson	City Forester
☐	Health Dept.	Westfield
☐	Caroline King	Chair, HPC
☐	Planner	Burgis Assoc.
☐	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
Application #:	**PB-26-289**	**Applicant Names: OE 190 River Road LLC**	
Description/Variances:	**Major Site Plan Application**		

Comments Due Date:	**7/20/2026**	Please email jsands@cityofsummit.org if you are unable to meet this date.

Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: _____

Plans must include detailed information when required on all structural elements, fire ratings, fire separations, and other fire safety requirements. All plans must adhere to current building codes.

1. **Structural Capacity**
   - Provide a structural evaluation prepared by the Engineer of Record verifying that the existing parking structure and foundations are capable of supporting the proposed four-story residential addition, including gravity and lateral loads.
2. **Construction Type**
   - Clarify the proposed construction type for both the existing parking structure and the new residential floors. Demonstrate compliance with allowable height, area, and occupancy provisions.
3. **Fire Separation**
   - Provide details demonstrating compliance with the required fire-resistance rating between the parking garage and the residential occupancy, including horizontal assemblies, units, shaft enclosures, and penetrations.

4. **Means of Egress**

   - Demonstrate that the number, width, arrangement, and discharge of exit stairs comply with code requirements for the proposed residential occupant load.

5. **Accessibility**

   - Provide an accessible route from parking to all required common areas and accessible dwelling units. Verify compliance with applicable accessibility provisions.

6. **Lateral Load System**

   - Submit calculations demonstrating that the combined existing and proposed structure provides an adequate lateral force-resisting system for wind and seismic loads.

7. **Existing Building Assessment**

   - Provide documentation of the condition of the existing parking structure, including any required repairs or strengthening prior to construction of the residential addition.

8. **Construction Sequencing**

   - Submit a construction sequencing plan indicating how the existing parking deck will be protected during construction and whether it will remain operational.

9. **Utilities and Life Safety Systems**

   - Demonstrate that fire protection, mechanical, electrical, and plumbing systems have adequate capacity to serve the proposed residential addition.

10. **Special Inspections**

    - Submit a Statement of Special Inspections identifying all required inspections for structural steel, concrete, masonry, fireproofing, and other applicable systems.

Print Name:	Ralph Maritato	Print Title:	Construction Official	Date:	7-14-26

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

☐ **FLOOD ZONE**

	Name	Title / Committee
☐	Eric Evers	Fire Chief
☐	Charles Daly	Police Chief
☐	Board Engineer	Colliers
☐	Ralph Maritato	Construction Official
☐	DCS	Engineering Division

☐	John Linson	City Forester
☐	Health Dept.	Westfield
☐	Caroline King	Chair, HPC
☐	Planner	Burgis Assoc.
☐	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
Application #:	**PB-26-289**	**Applicant Names: OE 190 River Road LLC**	
Description/Variances:	**Major Site Plan Application**		

Comments Due Date:	**7/27/2026**	Please email **jsands@cityofsummit.org** if you are unable to meet this date.

Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: I have a few concerns. There are a number of dead ash trees along the Kennedy Parkway Road frontage and I would like to see this area and the wooded area at the northwest corner of the property better maintained with control of invasive species.
I am in favor of the use of native species as recommended by the Environmental Commission as long as they are deer resistant. If you plant favorable species, the deer will come.
I am not a big fan of white spruce which is much happier in a more Northern setting. It is prone to needle cast, cytospora canker and rust here in New Jersey.
I think the plantings along Route 24 need to be reviewed. I am concerned about overhead wires and obstructing fire truck reach access. Could Eastern Red Cedar work there?

Print Name:	John Linson	Print Title:	Forester	Date:	1/23/26

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

☐ **FLOOD ZONE**

	Name	Title / Committee
☐	Eric Evers	Fire Chief
☐	Charles Daly	Police Chief
☐	Board Engineer	Colliers
☐	Ralph Maritato	Construction Official
☐	DCS	Engineering Division

☐	John Linson	City Forester
X	Health Dept.	Westfield
☐	Caroline King	Chair, HPC
☐	Planner	Burgis Assoc.
☐	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
Application #:	**PB-26-289**	**Applicant Names: OE 190 River Road LLC**	
Description/Variances:	**Major Site Plan Application**		

Comments Due Date:	**7/20/2026**	Please email **jsands@cityofsummit.org** if you are unable to meet this date.

Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: Plans for the construction of the Pool must be Provided to the Health Dept for Approval.

Print Name:	George Kovalas	Print Title:	REHS	Date:	7/17/26

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

❑ **FLOOD ZONE**

	Name	Title / Committee
❑	Eric Evers	Fire Chief
❑	Charles Daly	Police Chief
❑	Board Engineer	Colliers
❑	Ralph Maritato	Construction Official
❑	DCS	Engineering Division

❑	John Linson	City Forester
❑	Health Dept.	Westfield
❑	Caroline King	Chair, HPC
❑	Planner	Burgis Assoc.
❑	Donna Patel	Environmental Commission

Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
Application #:	**PB-26-289**	**Applicant Names: OE 190 River Road LLC**	
Description/Variances:	**Major Site Plan Application**		

Comments Due Date:	**7/20/2026**	Please email **jsands@cityofsummit.org** if you are unable to meet this date.

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COMMENTS: _____

The building itself is not historic though the site is the location of the former Vanderpoel Castle in Summit. The castle was taken down to make room for Rt 24 in 1968.

Built in 1885 by George Vanderpoel as a summer residence for his family, the castle sat on a sprawling 15-acre parcel of land that ran along the Passaic River. Fearful of intruders or possible kidnapping, the Vanderpoel's built a high stone wall around their home and hired round-the-clock guards who logged 17 miles per twelve-hour shift, patrolling the property against fire and prowlers. The sight of a guard keeping watch over the property added to the intrigue of a castle perched on a riverbank on the outskirts of town.

George's son Ambrose, who was a bit of a recluse, never married and lived in the castle until the time of his death in 1940. His assets were estimated to be between $2 and $3 million at the time of his death. Ambrose left the property including the red brick castle to the Masonic Home and Charity Foundation of Burlington, NJ. Two years later, the Masons sold the castle and most of the property to Victor F. Zahodiakin Engineering Corp. for $24,000.



Where the Vanderpoel stables had stood, Victor Zahodiakin built a manufacturing plant where his company produced mechanical devices and precision instruments used during World War II. The Zahodiakin's divided the castle into 3 apartments: household staff lived in the basement level, business offices and employees occupied the first floor, and the second floor was the family living quarters. The third floor was unused. During wartime, the plant employed more that 200 people. By the early 1950's, manufacturing was discontinued and only a few employees remained.

In 1969, the Zahodiakin's sold the property to the New Jersey Highway Department. Shortly thereafter, the castle was demolished to make way for the Rt. 24 access ramp.

https://www.tapinto.net/towns/chatham/articles/do-you-remember-the-vanderpoel-castle

https://www.flickr.com/photos/147108383@N02/42712902151

https://www.summitlibrary.org/images/12-6-16_Historical_Minute_-_Vanderpoel_Castle_by_Ben_Schachter.pdf

Print Name:	Caroline King	Print Title:	Chair	Date:	07.20.2026

STAFF COMMENTS REPORT

DATE: 6/30/2026

FROM: Land Use Assistant / Board Secretary

TO:

☐ **FLOOD ZONE**

	Name	Title / Committee
☐	Eric Evers	Fire Chief
☐	Charles Daly	Police Chief
☐	Board Engineer	Colliers
☐	Ralph Maritato	Construction Official
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Property Address:	**190 River Rd**	**Block: 102**	**Lot: 1**
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Comments Due Date:	**7/20/2026**	Please email **jsands@cityofsummit.org** if you are unable to meet this date.

Attached is a copy of the plans and application for the subject property. Please review this proposal and return a copy of this memo with your comments prior to the date indicated above. Attach additional pages or reports, if necessary.

COMMENTS: The Environmental Commission (EC) urges the applicant to consider an electric heat pump; electric stoves; bicycle storage; and installing solar panels on any south-facing sections of the roof or to consider adding green roof elements on this large structure. On the proposed planting list, the EC is pleased to see the inclusion of Eastern Redbud (Cercis Canadensis) and Swamp White Oak (Quercus bicolor), which are native species to New Jersey. Native species are crucial for managing stormwater and promoting biodiversity. But these two (and the beneficial cultivar like the Red Sunset Maple) are a small percentage of the planting list. The following native plants could substitute for the non-natives listed (or see the Rutgers list of native plants at https://njaes.rutgers.edu/fs1140/). In particular, the Endless Summer Hydrangea species could be replaced with Smooth Hydrangea (Hydrangea arborescens). The Euonymus could be replaced with Northen White Cedar (Thuja occidentalis) or Eastern Red Cedar (Juniperus virginiana). The Lilyturf could be replaced with Blue-eyed Grass (Sisyrinchium); and the Cherokee Sedge could be replaced with Whitetinge Sedge (Carex albicans). The Catmint species could be replaced with Blazing Star (Liatris scariosa). On behalf of the EC, I do not object to the requested variances.

Print Name:	Donna Goggin Patel	Print Title:	Chair, Environmental Commission	Date:	07/16/26

Commercial | Residential | Mission Critical

RUSSO DEVELOPMENT

570 Commerce Boulevard, Carlstadt, NJ 07072 | Tel 201.487.5657 ▪ Fax 201.487.6440 | www.russodevelopment.com

June 18, 2026

The Vanderly
190 River Road, Summit
Sewer Investigation Summary

The Applicant, OE 190 River Road, LLC, has been proactively investigating the existing sewer connection at 190 River Road over the past couple months as part of its broader due diligence efforts.

This investigative work has included a systematic and escalating approach to identify, evaluate, and ultimately resolve potential unknown issues within the existing system:

- **Initial Investigation (4/21/26) – Identify 190 River Force Main Connection Point (New Providence Sewer):**
  As the system operator, New Providence performed cleaning and CCTV scoping of the force main leaving the building. This effort was impeded by an unknown blockage, preventing full evaluation of the downstream system. New Providence did not provide video and did not have capabilities to mark out the force main alignment on the surface.

- **Supplemental Investigation (5/4/26) - Identify 190 River Force Main Connection Point (Dutra Excavating & Sewer, Inc.):**
  To advance the effort, we engaged Dutra to complete additional video inspection and surface tracing of the force main alignment. This work confirmed that 190 River Road's force main is 4" cast iron, which transitions to a 6" clay gravity pipe and is connected to a manhole approx. 200-ft south of the property in question. Video also confirmed tree root intrusion at a buried valve pit near the manhole was obstructing the system where the force main transitions to gravity.

- **Targeted Excavation & Remediation (5/28/26) – Identify and Remedy Obstruction (KP Excavation):**
  Based on these findings, the Applicant performed selective excavation at the identified manhole location with the guidance of New Providence Sewer and Summit Engineering. This exposed a buried valve pit containing a seized and inoperable valve filled with tree roots. The obstruction was removed in its entirety, including the valve and pit structure, eliminating the source of the blockage. The

existing system (4" cast iron force main transitioning to 6" clay pipe gravity main before entering Summit's manhole) was modified to a continuous 4" Schedule 40 PVC force main extended directly into the manhole to restore function of the line. Again, this was done under the watch of Summit Engineering and New Providence Sewer.

- **System Understanding / Path Forward (6/08/26 Teams Meeting):**
  Meeting attendees: Aaron Schrager, P.E. (Summit), Anthony Carnevale (New Providence), Doug Bartels, P.E. (Russo Development), Joe Cusumano, P.E. (Russo Development). We discussed findings to date and how we now have a clear and complete understanding of 190 River Road's force main connection point and its interface with the municipal system. We discussed how the downstream routing extends to the Chatham Road pump station and how the exact route is to be confirmed by New Providence's (currently ongoing) cleaning and video of the downstream lines (Summit GIS mapping cannot be accurately interpreted due to multiple sewer mains traversing the same path). Summit and New Providence representatives identified no known downstream capacity constraints in this meeting; however, the Applicant advised of its intention to continue the investigation.

  The Applicant is coordinating next steps with New Providence and Summit Engineering to meter downstream flows to further confirm hydraulic capacity.

Overall, this reflects a proactive, good-faith effort—undertaken well in advance of the City's review—to locate, diagnose, repair, and document the existing sewer service and its connection to the municipal system. The Applicant began undertaking efforts prior to filing its formal site plan application that commonly do not begin until after a board approval is granted.

It should be noted that a "Will Serve" letter concerning sanitary sewer service was obtained from the City of Summit on April 16, 2026. As such, the on-going sewer investigation should not be a cause for the pending site plan application to be deemed incomplete.

Memo Prepared by:

Joseph Cusumano, P.E.

Project Manager, Russo Development

On behalf of OE 190 River Road, LLC

City of Summit Fourth Round Affordable Housing Plan Summary

https://www.cityofsummit.org/959/Fourth-Round-Affordable-Housing-Update-J

The City's Settlement with Russo Development Company

The City states that Summit and Russo agreed a 198-unit project at 190 River Road with 30 affordable units (15.1%) would be viable.

• Includes shuttle service to train station.

• Donation of approximately 1.8 acres for 25-unit Veteran's supportive housing located at 47-53 Shunpike Road.

• $1M contribution to Affordable Housing Trust Fund.

• Up to $100,000 of landscaping improvements to be made at the Municipal Golf Course across the street from the project.

• Up to 25 Downtown Business Permit parking spaces to the CRBD with shuttle access.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

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Also admitted:
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Email - WEO@Surenian.com

January 13, 2026

VIA eCOURTS
Honorable Thomas C. Miller, A.J.S.C. (ret.)
Affordable Housing Dispute Resolution Program
Richard J. Hughes Justice Complex
25 Market Street, P.O. Box 37
Trenton, NJ 08625

RE: In the Matter of the Application of the City of Summit, County of Union; Docket No.: UNN-L-310-25

Dear Judge Miller:

This office represents the City of Summit as Special Affordable Housing Counsel in the above matter before the Program and the Court. Enclosed please find a copy of the adopted resolution authorizing the Mayor to sign the Mediation Agreement with Fair Share Housing Center and Russo Development Company, along with a copy of the signed Mediation Agreement with OE 190 River LLC, which is the successor entity created to develop the project for the challenger, Russo Development Company.

I thank the Program for its time and attention to this matter.

Very truly yours,

Nancy L. Holm

NLH/sp
Enclosure
cc: All attorneys of record *(via ecourts)*

41853

RESOLUTION OF THE CITY OF SUMMIT, COUNTY OF UNION, AUTHORIZING THE MAYOR TO EXECUTE A MEDIATION AGREEMENT BETWEEN THE CITY OF SUMMIT AND FAIR SHARE HOUSING CENTER

December 16, 2025

WHEREAS, pursuant to the March 2024 amendments to the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (the "FHA"), the City of Summit (hereinafter "City") filed a Declaratory Judgment Action on January 22, 2025 with the Affordable Housing Dispute Resolution Program (hereinafter "the Program") and the Court; and

WHEREAS, in order to maintain immunity from all Mount Laurel lawsuits, the City was required to prepare a Fourth Round Housing Element and Fair Share Plan (the "Fourth Round HEFSP"), which the City's Planning Board adopted, the Common Council endorsed, and the City submitted to the Program and the Court for review on June 25, 2025; and

WHEREAS, Russo Development Company ("Russo") filed a challenge with the Program and the Court to the City's Fourth Round HEFSP on August 27, 2025; and

WHEREAS, Incline Capital, Inc. ("Incline") filed a challenge with the Program and the Court to the City's Fourth Round HEFSP on August 27, 2025; and

WHEREAS, Fair Share Housing Center ("FSHC") filed a challenge with the Program and the Court to the City's Fourth Round HEFSP on August 31, 2025; and

WHEREAS, in order to resolve FSHC's challenge before the Program and the Court, the City, Russo, and FSHC negotiated a settlement and drafted a Mediation Agreement, which outlines a global settlement between the City, Russo, and FSHC, and sets forth certain deadlines that must be met by the City moving forward in the process, so that the City can obtain a Compliance Certification approving its Fourth Round HEFSP, which will give the City immunity from all Mount Laurel lawsuits, including builder's remedy lawsuits, through July 1, 2035; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the Common Council hereby authorizes and directs the Mayor of the City of Summit to execute the Mediation Agreement between the City, Russo and Fair Share Housing Center in a form acceptable and approved by the City's professionals.

CERTIFICATION

Dated: December 16, 2025

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, December 16, 2025.

City Clerk

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

Settlement Agreement between
the City of Summit and OE 190 River Road LLC

This settlement agreement ("Agreement") is entered into on the 13 day of January, 2026 by and between the City of Summit (the "City"), and OE 190 River Road LLC (the "Developer") in consideration of the mutual promises set forth below (Developer and the City may collectively be referred to as the "Parties");

WHEREAS, the City filed a 4th Round Declaratory Judgment Action captioned I/M/O the Application of the City of Summit, Docket No. UNN- L-310-25 (the "**DJ action**"), seeking a determination that it complied with its 4th Round affordable housing obligations under the Amended Fair Housing Act (the "**AFHA**"), and the City filed an adopted 4th Round Housing Element and Fair Share Plan (the "**4th Round HEFSP**"), and the City filed its endorsement of the 4th Round HEFSP in the DJ action; and

WHEREAS, on August 27, 2025, Russo Development, LLC, an affiliate of Developer, as then contract purchaser of the Property (hereinafter defined), filed a challenge to the City's 4th Round HEFSP ("Developer's Challenge"); and

WHEREAS, Developer is the owner of real property located in the City and identified as Block 102, Lots 1 (a/k/a 190 River Road) (the "Property") on the City's tax map, which is located in the City's RO-60 Professional Office Zone; and

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

WHERAS, the Property is currently improved with a 3-story office building over structured parking that was constructed in 1973. Portions of the improvements are obsolete, and nearing the end of their useful life; and

WHEREAS, the Property is nearly vacant, having been at under 10% occupancy for at least the last 18 months. Prior to that, the Property has been underutilized for an extensive period of time; and

WHEREAS, the Property is closest to numerous points of interest that make it extremely unique from other parcels within the City and well-suited for inclusionary housing, including the Short Hills Mall, the Chatham and Summit downtowns and respective train stations, immediate access to Route 24, and is across the street from the Summit Municipal Golf Course ("Golf Course"); and

WHEREAS, Developer has had multiple meetings and conversations with the City and its professionals regarding the redevelopment of the Property with an inclusionary development; and

WHEREAS, the City will seek approval of its Amended 4th Round HEFSP, which will include the Property, in connection with the DJ Action, and the Parties intend to be bound by this Agreement, provided this Agreement is approved by the Program and/or Court; and

WHEREAS, Developer is amenable to fully and finally resolving its Developer's Challenge premised upon the right to construct a 198-unit residential

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

inclusionary development on the Property with related site improvements (as set forth herein and attached as exhibits to the Agreement) (the "Project") pursuant to the terms set forth herein; and

WHEREAS, the Parties wish to enter into this Agreement setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Program and/or Court's approval of this Agreement as part of the DJ Action.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. General

1. The purpose of this Agreement is to settle the Developer's Challenge and to create a realistic opportunity for the construction of an inclusionary development and to generate affordable housing credits for the City to apply to its Fourth Round Prospective Need obligation.

2. The Project will consist of 198 total units (168 market rate units and 30 affordable family rental units); the Parties agree that Project is subject to all applicable statutory requirements (unless otherwise specified herein), UHAC, as amended, and all other applicable affordable housing regulations.

3. Developer will provide reasonable shuttle service to/from the Property to the City Train Station/Downtown. Developer will have full discretion on how the shuttle service operates; however, it will be consistent with industry practices where such shuttle service is provided, and will take into consideration the NJ Transit scheduled arrivals and departures for Summit Train Station when developing its shuttle schedule.

4. Developer will landscape the Property as part of the Project that will consist of four (4) inch caliper along the River Road frontage and elsewhere to help screen building mass.

5. Developer will purchase the land known as 47 & 53 Shunpike (Block 4101, Lots 32 & 33) ("Shunpike"), comprising of approximately 1.8 acres within

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

the City, and donate the property to the City, a contribution valued at approximately one million dollars ($1,000,000). The City will accept Shunpike for the price of $1.00 in an as-is, where-is condition. Russo will donate Shunpike to the City prior to issuance of a Certificate of Occupancy at the Property, at a time of Russo's choosing, the earliest of which would be upon expiration of the appeal period of the adoption of Ordinance Amendment (hereinafter defined).

6. Developer will also contribute one million dollars ($1,000,000) to the City's affordable housing trust fund, half of which shall be paid prior to issuance of full building permits for the Project and the remaining half paid prior to issuance of a certificate of occupancy.

7. Developer will provide 25 parking spaces ("City Spaces") on the ground level of the Property that will be reserved for City employees as part of the City's downtown permit parking program, to be administered by the City, with access to the shuttle service noted herein. Developer will work in good faith with the City to identify the location of the City Spaces on the Property but in no way shall their location conflict or disrupt the remainder of the Project (which shall be determined in Developer's sole discretion). The City shall notify Developer within thirty (30) days of the expiration of the sixth consecutive month if permits have not been issued for the City Spaces (or any portion thereof) for six (6) consecutive months in any calendar year and any unused City Spaces will be relinquished back to Developer.

8. The City agrees to allow the ground level parking deck to be leased by Developer to third-parties on a bulk basis ("Third Party Parking") (meaning monthly not daily) to car dealers (or similar bulk parking users), so long as a developer's agreement as part of any future site plan approval by the Planning Board identifies the number of parking spaces required for the residential units, the City Spaces, and the Third Party Parking. This shall be written into any amended ordinance associated with this Agreement.

9. Developer shall make landscape improvements to the municipal golf course (total allowance not to exceed $100,000) which shall occur prior to any temporary certificate of occupancy being issued for the Project.

10. Developer agrees to work in good faith with the City on the architectural design of the Project so that it is reflective of the City's downtown. Developer shall also make commercially reasonable efforts (but shall not be

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

obligated) to name the Project in association with Vanderpoel, a historical owner of the property and an homage to the Vanderpoel Castle that stood on the Property. Notwithstanding the foregoing, the City agrees that "The Vanderly" shall be an acceptable name for the Project if Developer so chooses.

11. The City shall adopt a revised zoning ordinance to accommodate the Project on the Property (the "Ordinance Amendment") by the statutory deadline of March 15, 2026. The Ordinance Amendment adopted by the City shall be substantially compliant with the attached concept plan, attached as Exhibit A, and bulk standards attached as Exhibit B, which would result in the Project being a permitted use and conforming from a bulk and area standpoint. It is understood that the Ordinance Amendment is still developing and certain parameters could not be quantified at the time of this Agreement. The City will work in good faith to adopt an Ordinance Amendment that permits the development of the project as presented in the attached **Exhibit A** and zoning table attached hereto as **Exhibit B**. If there are any inconsistencies between the concept plan and the zoning table, the zoning table controls as the Parties understand the concept plan is illustrative of the intent of the parties.

12. The City shall work diligently with Developer to amend the 4th Round HEFSP to include the Property for a 198-unit inclusionary development as described herein, and will work diligently towards Program and Court approval of same. Regardless of the Court's approval or disapproval of the Amended 4th Round HEFSP and the ultimate disposition of the DJ Action, the Parties intend to be bound by this Agreement, provided this Agreement is approved by the Program and the Court.

13. Developer agrees to support the City's Amended 4th Round HEFSP and assist the City as may be necessary to secure a Final Certificate of Compliance from the Program.

B. Zoning and Design Standards

1. The City shall adopt the Amended Plan and Ordinance Amendment as set forth in Exhibit B as attached hereto.

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

2. The Ordinance Amendment and any subsequent site plan that is submitted to the Board shall be substantially consistent with Exhibit A as attached hereto permit the Project.

3. Despite the obligation to rezone the property, and notwithstanding the provisions contained above, the Parties agree that nothing in this agreement prevents the City from studying and designating this property an area of need in redevelopment in a manner consistent with this agreement and the proposed zoning herein.

C. Affordable Housing Requirements

1. The Project constructed by Developer shall be an inclusionary development consisting of a total of no more than 198 units with 30 of those units set aside for very-low, low-, and moderate-income units, in accordance with applicable law, regulations, and Orders from the Program/Court.

2. The affordable units required to be constructed as part of the Project as set forth in this Agreement shall be reserved for very-low, low-, and moderate-income residents in accordance with all applicable Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"). This shall include, but is not limited to, affirmative marketing and affordability controls of not less than 40 years on the Property pursuant to the terms set forth herein.

D. City's Obligations to Cooperate

1. The City is obligated to cooperate with Developers' efforts to obtain any and all necessary approvals and permits from all governmental agencies, public entities and utilities; such as, but not limited to, City of Summit Planning Board, the County of Union, all necessary utility providers, the Union County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation. The City agrees to use all reasonable efforts to assist Developer in its undertakings to obtain all these approvals (including consenting to any necessary applications and executing all documents required to obtain approvals in a reasonably expeditious manner).

2. The City and the Planning Board shall not impose any unnecessary cost generative requirements on the proposed development. "Unnecessary cost

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

generative requirements" are defined as those requirements referenced in N.J.A.C. 5:93-10.2(a)(1) thru (6). Developer agrees that all of the provisions set forth above which shall be included in the amended zoning ordinance that the City will adopt for the Property and which apply to the Project are not unnecessary cost generative requirements. The Parties agree that the terms and conditions contained in this Agreement are not cost-generative and have been freely negotiated by the Parties, with the assistance of counsel, prior to entering into this Agreement.

3. While the Planning Board is not a party to this Agreement, the Planning Board will honor this Agreement and process Developer's applications with reasonable diligence, expedite the processing and timely consideration of Developer's development applications, and cooperate in scheduling special meetings, if necessary, all in accordance with the MLUL.

E. Utilities

1. The City represents there is adequate potable water and sewer capacity to service the proposed project.

F. Procedure

1. The Parties will jointly present this Agreement to the Program for review and approval by the Program and County Mount Laurel Judge. As it pertains to the Property, Developer shall not directly or indirectly oppose or undertake any action to interfere with the Program or Court's adjudication of the City's Amended 4th Round HEFSP, or the entry of a Final Judgment regarding same. City shall also not directly or indirectly oppose or undertake any action to interfere with the Program or Court's approval and/or implementation of the Amended 4th Round HEFSP, as it shall be amended in per this Agreement, unless the Amended 4th Round HEFSP deprives Developer of any rights created hereunder, or unless any other defendants or interested parties undertake any action to obstruct or impede Developer from securing such approvals as it needs to develop the Property as set forth herein and pursuant to the Ordinance Amendment.

2. The City shall adopt the Ordinance Amendment required under Agreement no later than March 15, 2026.

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

3. The City shall adopt the Amended 4th Round HEFSP to include the Ordinance Amendment to the Property and the inclusion of the Project as soon as practicable.

4. In the event of any legal challenges to this Settlement, the Amended 4th Round HEFSP, the Ordinance Amendment, a site plan approval for the Project, or any other permit or approval required to construct the Project, including a challenge by any third party, the Parties agree to diligently defend any such challenge and the Parties shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the Ordinance Amendment, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement or Ordinance Amendment.

5. The City has an obligation to maintain the rezoning of the Property (the Ordinance Amendment) for the duration of the Fourth Round, to July 1, 2035, and shall not amend the Ordinance Amendment unless mutually agreed upon by the Parties.

6. This Agreement does not purport to resolve all the issues before the Program and the Court raised in the DJ Action. In the event the Program and Court approves this agreement but the City is unable to reach a settlement with Fair Share Housing Center ("FSHC") or any other person or entity, the City is still obligated to comply with the obligations of this Settlement Agreement, including but not limited to the adoption of the zoning ordinance and the duty to defend this Settlement Agreement, unless the Court issues a stay.

THIS AGREEMENT IS CONTINUED ON THE NEXT PAGE

Docusign Envelope ID: 6E28B1DE-8E44-496C-8347-EFB3A231A7A7

On behalf of the City of Summit, with the authorization of the governing body:

Elizabeth Fagan, MD, Mayor

On behalf of OE 190 RIVER LLC ("Developer")

DocuSigned by:
14EA766E3D43436...
John Saraceno, Manager

DocuSigned by:
Edward Russo
8BFCFB47625D415...
Edward Russo, Manager

FIRST AMENDMENT TO
SETTLEMENT AGREEMENT

By and Between

CITY OF SUMMIT

and

OE 190 RIVER ROAD LLC

This **FIRST AMENDMENT TO SETTLEMENT AGREEMENT** ("Amendment"), dated this 5 day of March, 2026, is hereby entered into, by and between the **CITY OF SUMMIT** ("City"), a municipal corporation of the State of New Jersey, with offices at 512 Springfield Avenue, Summit, New Jersey 07901, and **OE RIVER ROAD LLC**, or their assigns or successors, ("Developer") with an address of c/o Onyx Equities, One Gateway, Newark, New Jersey 07102. Together, the City and the Developer are, collectively, the "Parties" or, individually, a "Party."

WITNESSETH:

WHEREAS, Developer is the owner of real property located in the City at 190 River Road and identified on the City tax maps as Block 102, Lot 1 (the "Property");

WHEREAS, on August 27, 2025, Russo Development, LLC, an affiliate of Developer, as then contract purchaser of the Property, filed a challenge to the City's 4th Round Housing Element and Fair Share Plan ("HEFSP") in the matter docketed I/M/O the Application of the City of Summit, Docket No. UNN-L-310-25 (the "DJ Action"); and

WHEREAS, the Parties engaged in mediation and were able to resolve Developer's challenge; and

WHEREAS, the City Council authorized the Mayor by Resolution #41853 adopted December 16, 2025 to execute a settlement agreement with Developer in a form acceptable and approved by the City's professionals; and

WHEREAS, the City and Developer resolved Developer's challenge by way of a Settlement Agreement executed by the Parties and uploaded to eCourts on January 13, 2026, Trans ID: LCV 202692729 ("Settlement Agreement"); and

WHEREAS, the form of Settlement Agreement uploaded on eCourts inadvertently did not include the referenced exhibits; and

WHEREAS, the Parties desire to amend the Settlement Agreement as expressed herein to amend the language related to the transfer of the Shunpike parcel, as well as to attach the exhibits inadvertently excluded from the previous filing on eCourts.

NOW, THEREFORE, in consideration of the promises and mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree that the Settlement Agreement shall be amended as follows:

1. **AMENDMENT.** Paragraph A.5. of the Settlement Agreement is hereby deleted in its entirety and replaced as follows:

> Developer will purchase the land known as 47 & 53 Shunpike (Block 4101, Lots 32 & 33) ("Shunpike"), comprising of approximately 1.8 acres within the City, and donate the property to the City, a contribution valued at

approximately one million dollars ($1,000,000). The City shall accept Shunpike for the price of $1.00 in an as-is, where-is condition, with clear title subject to all easements and restrictions of record. Russo will donate Shunpike to the City upon expiration of all appeal periods of all required government permits and approvals including Preliminary and Final Major Site Plan provided no appeals are filed, at a time of Russo's choosing and agreeable to the City within its reasonable discretion, the earliest of which would be upon expiration of the appeal period of the adoption of Ordinance Amendment (hereinafter defined). The City shall have the right to withhold all Certificates of Occupancy until Developer is able to transfer Shunpike to the City as set forth above.

2. **EXHIBITS.** The Settlement Agreement is hereby modified to include the appended Concept Plan as **Exhibit A** and proposed bulk standards for the Ordinance Amendment as **Exhibit B.**

3. Except as expressly provided herein to the contrary, all capitalized terms used in this Amendment shall have the meanings set forth in the Settlement Agreement.

4. **RATIFICATION OF REMAINING TERMS.** All remaining terms of the Settlement Agreement, except as expressly modified by this Amendment, shall remain in full force and effect. In the event of any inconsistencies between the terms of the Settlement Agreement and this Amendment, the terms of this Amendment shall control and be binding on the Parties.

[SIGNATURES ARE CONTAINED ON THE FOLLOWING PAGE.]

On behalf of the City of Summit, with the authorization of the governing body:

Elizabeth Fagan, MD, Mayor

Date: March 5, 2026

On behalf of OE 190 RIVER LLC ("Developer")

John Saraceno, Manager

Date: March 6, 2026

Edward Russo, Manager

Date: _____

On behalf of the City of Summit, with the authorization of the governing body:

Elizabeth Fagan, MD, Mayor

Date: March 5, 2026

On behalf of OE 190 RIVER LLC ("Developer")

John Saraceno, Manager

Date: _____

Edward Russo, Manager

Date: March 6, 2026

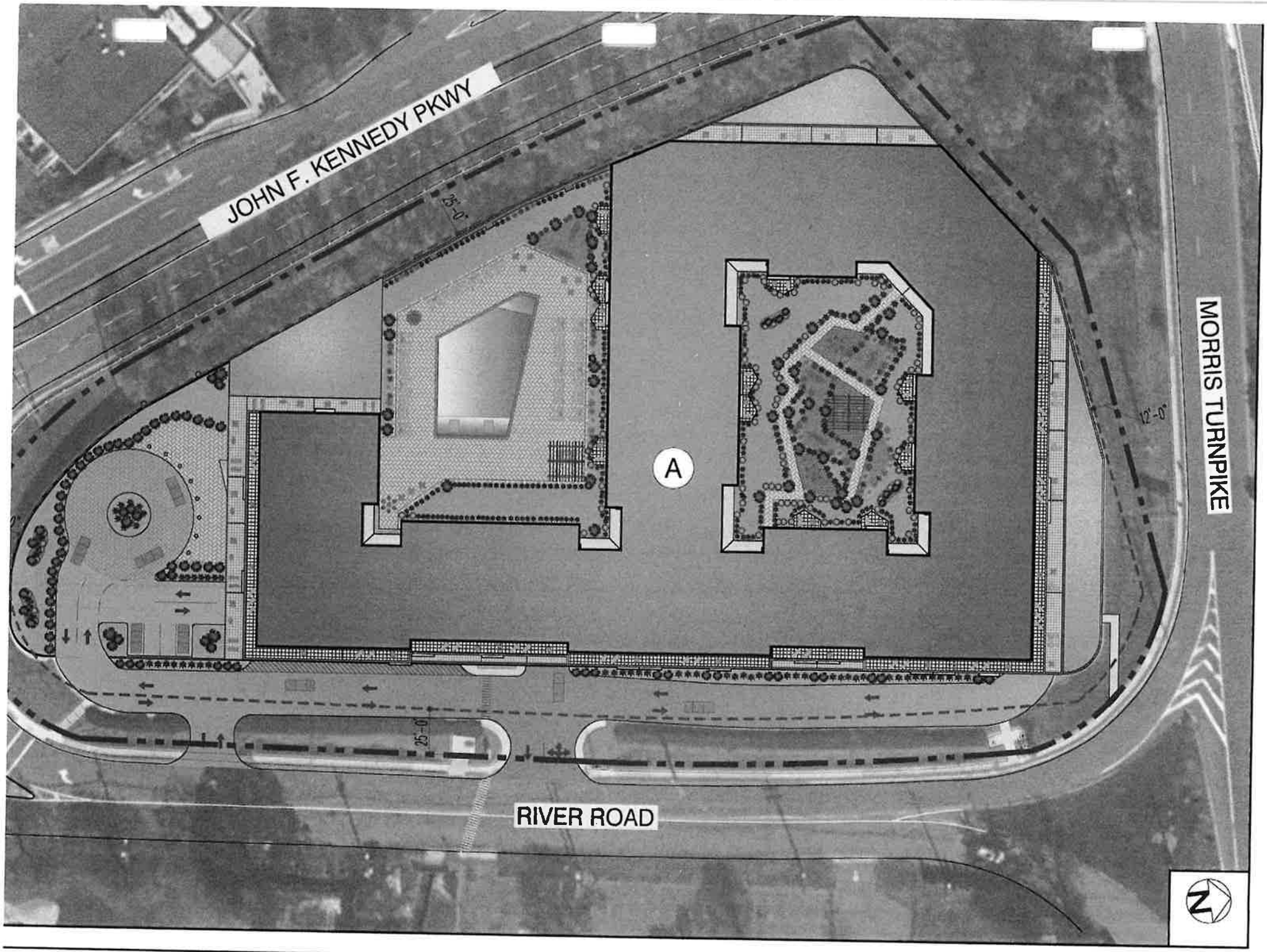
EXHIBIT A

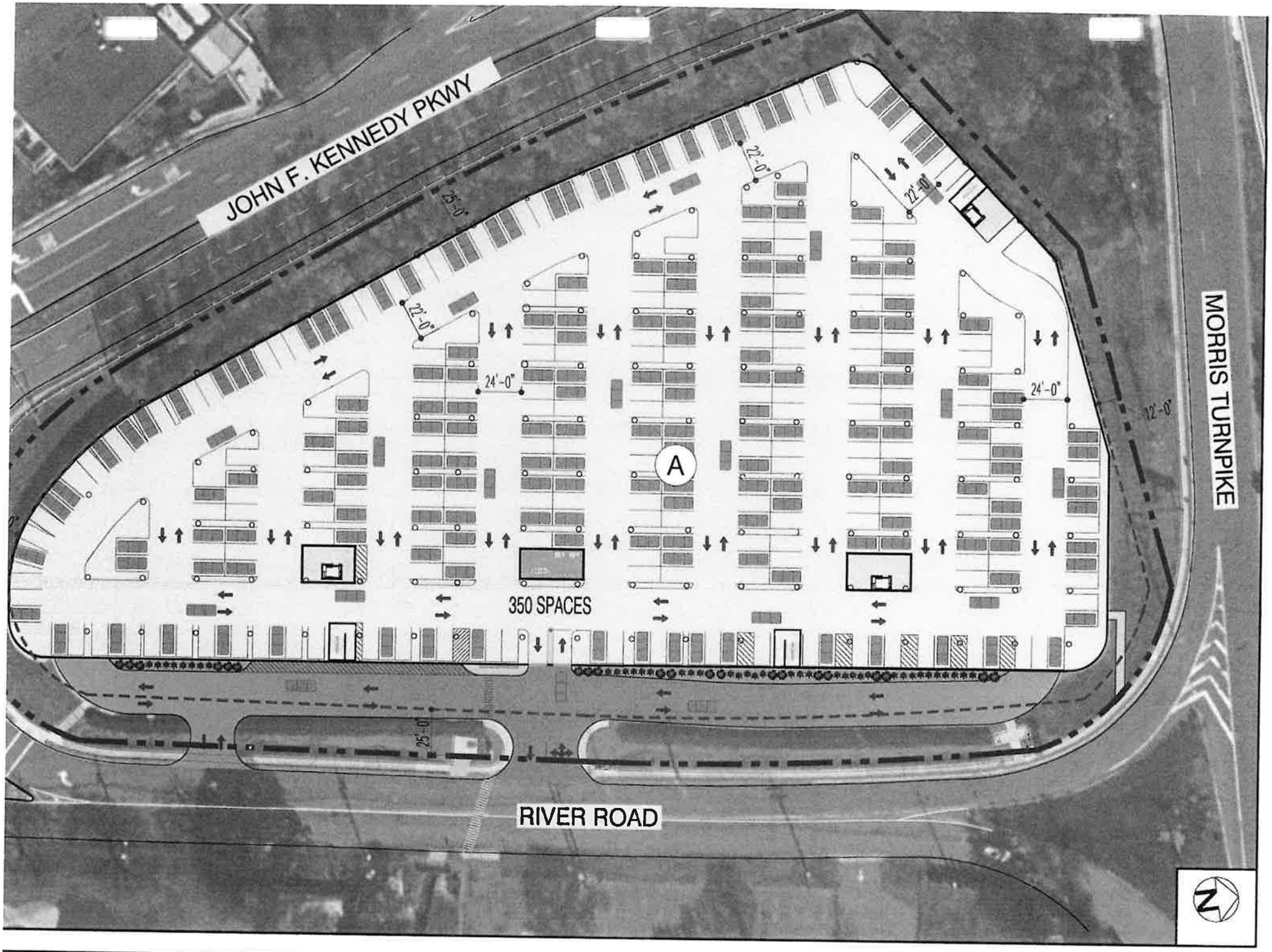
CONCEPT PLAN

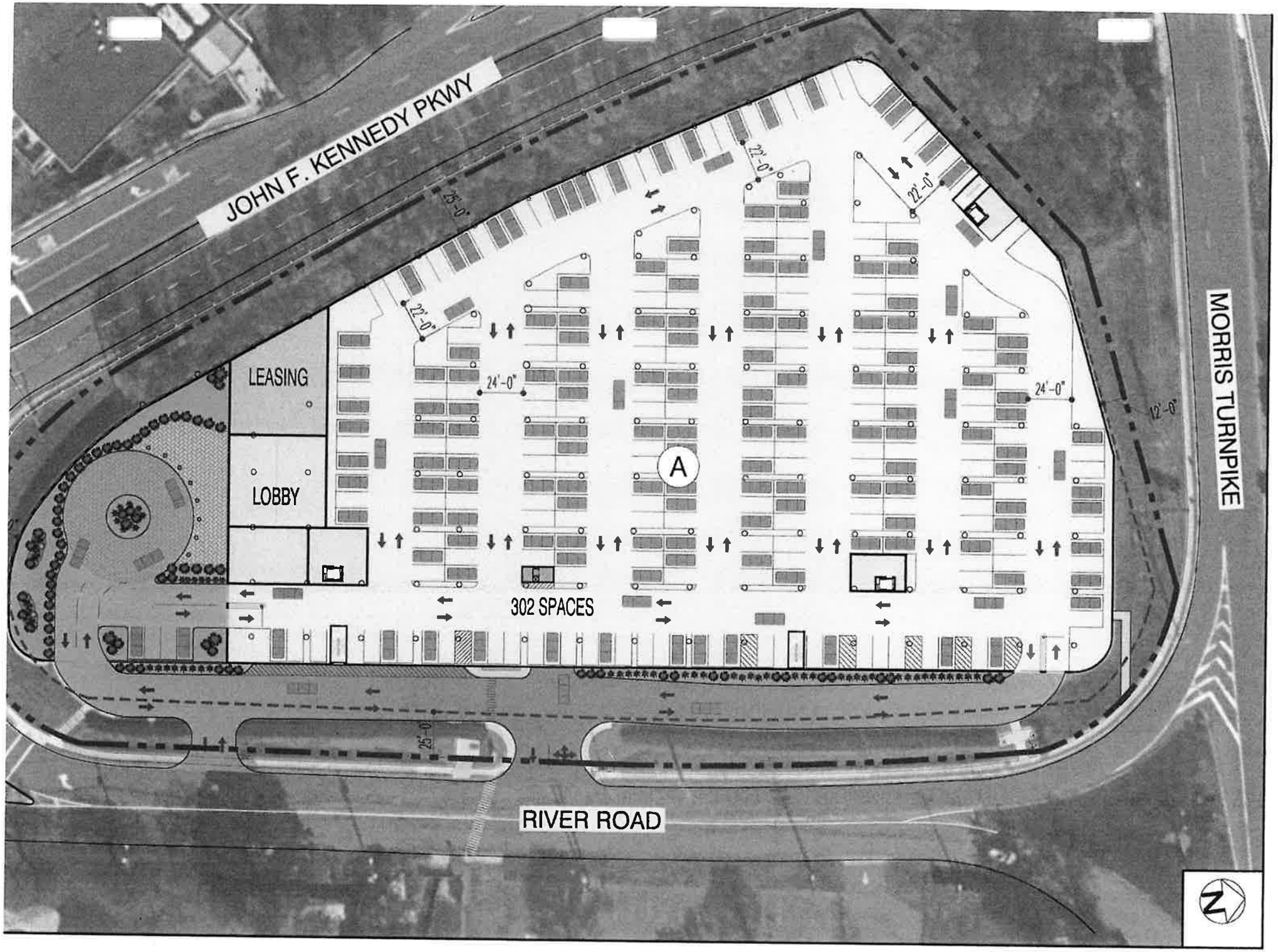


TABLE OF CONTENTS

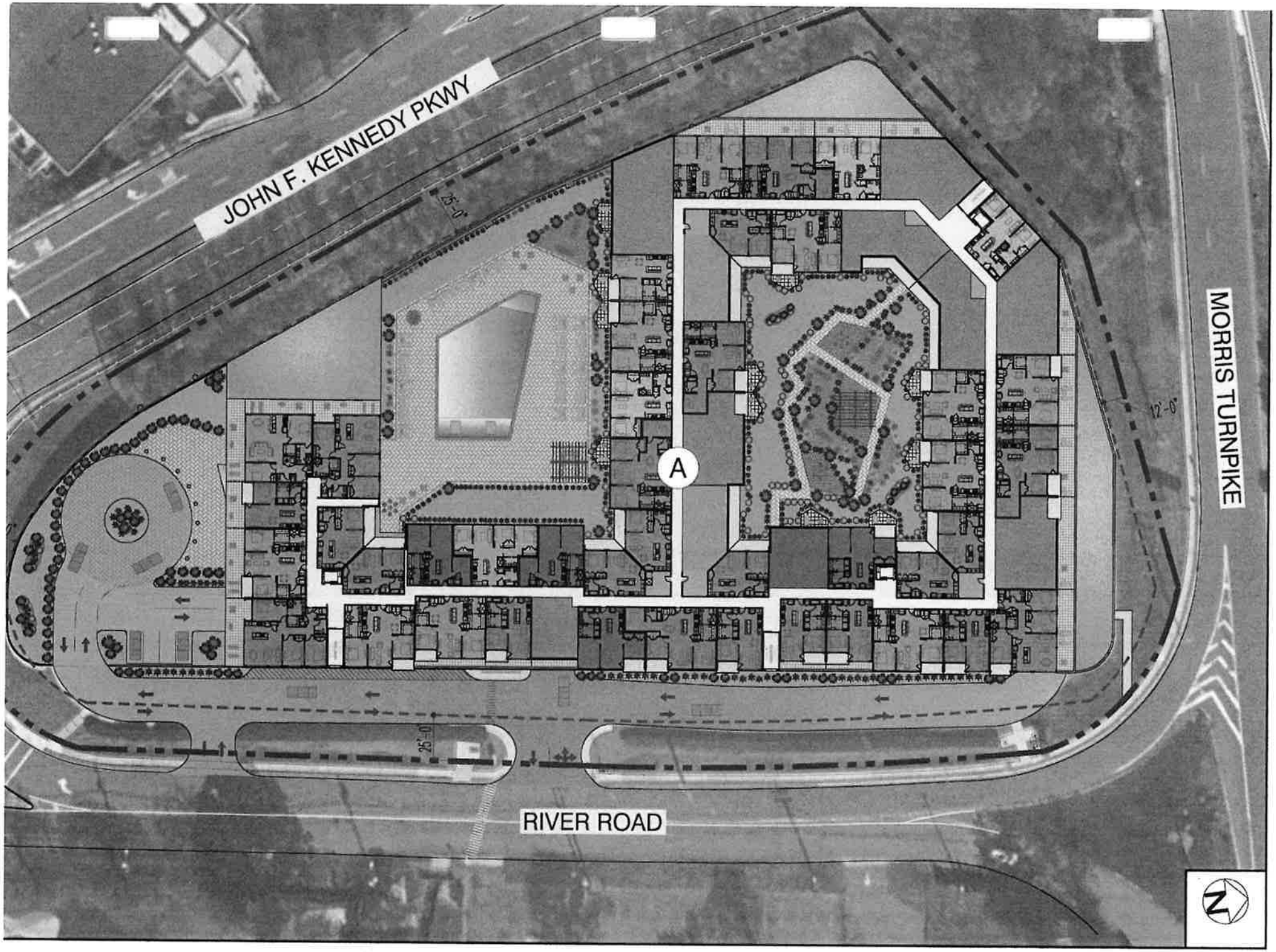
A1.1 CONCEPTUAL SITE PLAN A2.2 MORRIS TURNPIKE - EXISTING BUILDING A3.4 GARWOOD STATION

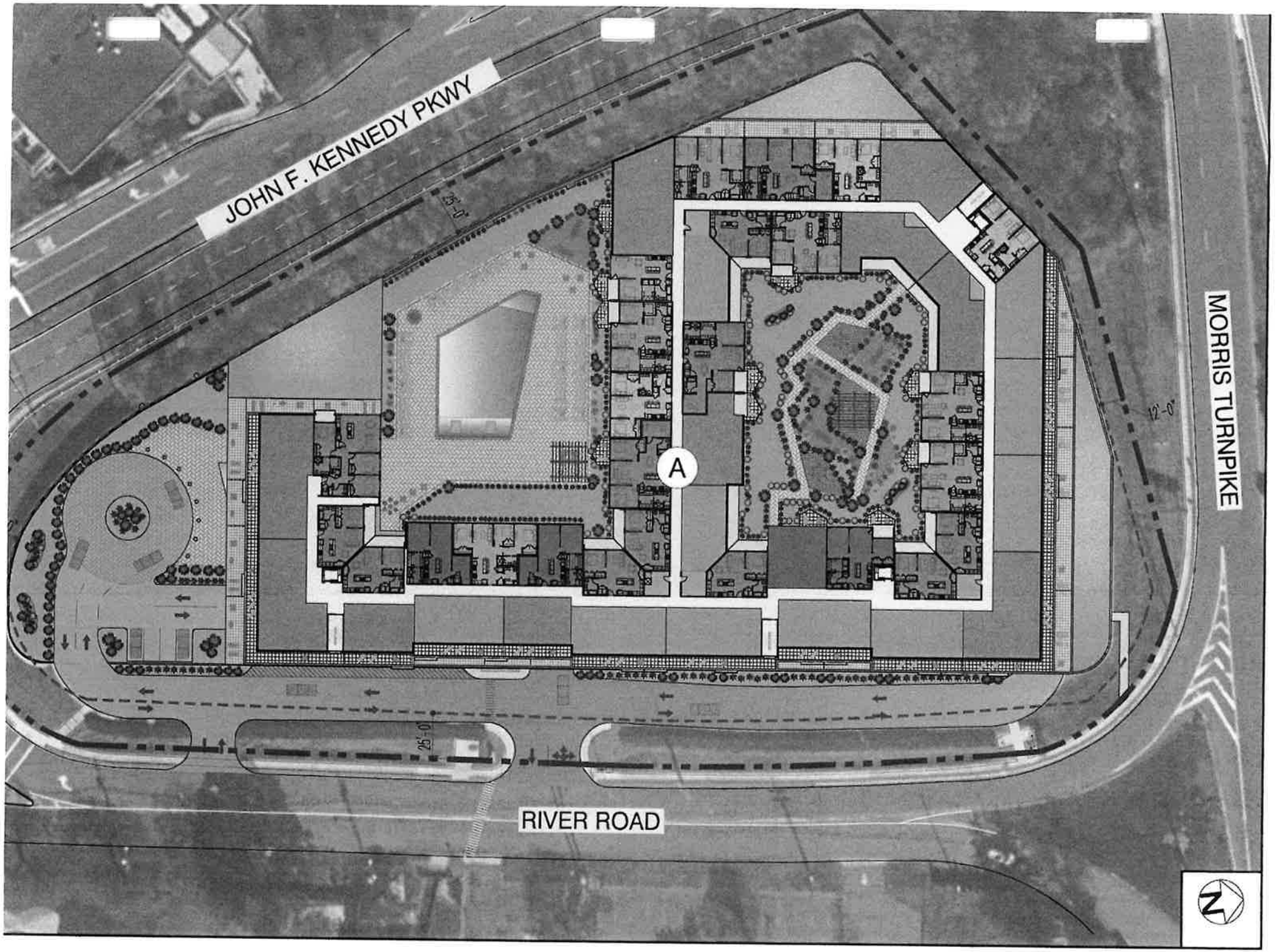

JOHN F. KENNEDY PKWY
MORRIS TURNPIKE
RIVER ROAD
A
25'-0"
25'-0"
12'-0"
N


JOHN F. KENNEDY PKWY
MORRIS TURNPIKE
RIVER ROAD
A
350 SPACES
22'-0"
24'-0"
25'-0"
12'-0"
N


JOHN F. KENNEDY PKWY
MORRIS TURNPIKE
RIVER ROAD
LEASING
LOBBY
A
302 SPACES
25'-0"
22'-0"
24'-0"
12'-0"
N


JOHN F. KENNEDY PKWY
25'-0"
POOL
COURTYARD
AMENITY
11,077 S.F.
COURTYARD
A
12'-0"
MORRIS TURNPIKE
25'-0"
RIVER ROAD
N


JOHN F. KENNEDY PKWY
MORRIS TURNPIKE
RIVER ROAD
A
25'-0"
12'-0"
N


JOHN F. KENNEDY PKWY
MORRIS TURNPIKE
RIVER ROAD
A
12'-0"
25'-0"
N






484'-8"
273'-0"
291'-2"
185'-6"
58'-0"



EXHIBIT B

BULK STANDARDS

APPENDIX C:
SCHEDULE OF SPACE REGULATIONS – AH-3A AFFORDABLE HOUSING ZONE

(Subsection 35-9.4)

REQUIREMENT	AH-3A Zone
Min. Tract Area	4 ac
Max. Density	198 units
Min. Affordable Housing Set-Aside	15%
Min. Front Yard Setbacks (1) – Parking Structure Morris Turnpike River Road Southern Lot Line John F. Kennedy Parkway	 12 ft 25 ft 20 ft 25 ft
Min. Front Yard Setbacks (1) – Buildings Morris Turnpike River Road Southern Lot Line John F. Kennedy Parkway	 12 ft for no more than 55% of the building length; 25 ft for at least 45% of the building length 40 ft 100 ft 25 ft
Min. Side Yard Setback	NA
Min. Rear Yard Setback	NA
Min. 5th Floor Building Stepbacks Morris Turnpike River Road Southern Lot Line John F. Kennedy Parkway	 6 ft for a minimum of 70% of building length 6 ft for entire length of building 6 ft for entire length of building N/A
Max. Building Coverage	45% (2)
Max. Lot Coverage	85%
Max. Building Height	5 stories/65 feet (3)
Max. FAR (4)	165%

NA: Not Applicable

February 17, 2026

(1) All yards in the AH-3A Zone shall be considered front yards for purposes of calculating setback requirements.

(2) Building coverage shall exclude the parking structure and open courtyard areas directly on top of the parking structure. Building coverage shall include all buildings and structures above the uppermost level of the parking structure.

(3) Building height shall be calculated from the elevation of the existing parking structure surface as of February 17, 2026.

(4) Floor area ratio shall exclude the parking structure and spaces below the uppermost level of the parking structure.

Attachment: Attachment 3 Exhibit B - Appendix C - Schedule of Space Regulations-AH3A-3B (12341 :

PREPARED BY THE AFFORDABLE HOUSING PROGRAM:

	Superior Court of New Jersey Law Division, Civil Part
In the Matter of the Application of the City of Summit	Docket No. UNN-L-310-25
	Program Decision Recommendation - Housing Element and Fair Share Plan

THIS MATTER, having come before the Affordable Housing Dispute Resolution Program (Program), pursuant to the Complaint for Declaratory Judgment filed in this matter on January 22, 2025 (DJ Complaint) by the Petitioner,

The City of Summit (Municipality), pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (FHA), and in accordance with Administrative Directive #14-24 and its Addenda, seeking a certification of compliance with the FHA;

AND IT APPEARS that on March 27, 2025, the Hon. Daniel R. Lindemann, entered an Order as follows:

(a) Establishing the Municipality's Fourth Round "present need" at 59 units ;

(b) Establishing the Municipality's Fourth Round "prospective need" at 345 units;

(c) Directing the Municipality to prepare and adopt a Housing Element and Fair Share Plan on or before June 30, 2025; and

(d) Granting the Municipality immunity from exclusionary zoning litigation; and

AND the Municipality having timely adopted and filed its Proposed Fourth Round Housing Element and Fair Share Plan (HEFSP);

AND a challenge(s) to the Municipality's Fourth Round HEFSP having been timely filed by interested party/parties: Russo Development, LLC ("Russo"), Incline Capital, Inc. ("Incline"), and Fair Share Housing Center ("FSHC") alleging that the HEFSP failed to comply with the FHA and/or Mount Laurel doctrine;

AND the Program having appointed Special Adjudicator Christine A. Nazzaro-Cofone to the matter;

AND the Program Member having conducted a settlement conference(s) on September 29th 2025, December 11th 2025, and December 22nd 2025, at which time the Municipality and interested parties Russo Development, LLC ("Russo"), and Fair Share Housing Center ("FSHC") reached a settlement. No settlement was reached between the Municipality and interested party Incline Capital, Inc. ("Incline");

AND the settlement terms include, but are not limited to the following:

(a) The Municipality's Present Need (Rehabilitation) Obligation was initially calculated as fifty-nine (59) units and subsequently adjusted to ten (10) units based upon the results of a Structural Conditions ("windshield") Survey ;

(b) The Municipality's Prospective Need Obligation (2025-2035) is 345 units ;

(c) The Municipality's First and Second Rounds Obligations is 171 units;

(d) The Municipality's Third Round Obligation (1999-2025) is 567 units;

(e) The Municipality's Realistic Development Potential ("RDP") for the Prior Round and Third Round was determined through application of a Vacant Land Adjustment ("VLA"). Although the Municipality's Prior Round Obligation totaled one hundred 171 units and its Third Round Obligation totaled 567 units, the VLA established a combined Prior Round and Third Round RDP of 36 units, which has been met through the following mechanisms:

Prior Round Obligations

NAME	TYPE	UNITS	BONUSES	STATUS
Our House	Group Home	4	4	Completed
Sunrise	Senior Assisted Living	8	1	Completed

Habitat for Humanity	Family 100% Affordable For Sale	6	0	Completed
Tiger Baron	Family 100% Affordable Rental	2	2	Completed
Parmley Place	Family Inclusionary	2	2	Completed
Summit Place	Family Off Site	3	0	Completed
68-72 Franklin Pl	Family Off Site	2	0	Completed
Total		27	9	

(f) Paragraph 13 of the October 14, 2016 Third Round Settlement Agreement between the City and FSHC, as amended on December 13, 2018 (the "Third Round Settlement Agreement"), provides that the City shall take "all reasonable steps necessary to facilitate the construction of fifty (50) new affordable housing units" (the "50 New Unit Requirement"). During the period of the City's repose, a dispute arose regarding the interpretation and implementation of Paragraph 13, which resulted in motion practice before the Court. That motion practice was subsequently resolved through the parties' negotiation and entry of a Consent Order dated June 17, 2025,

which identifies the specific development mechanisms by which the City will satisfy the 50 New Unit Requirement.

(g) Pursuant to the June 17, 2025 Consent Order, the City is satisfying its Third Round unmet need obligation for the fifty (50) new affordable housing units through the following mechanisms:

Third Round Obligations

NAME	TYPE	UNITS	STATUS
BCUW (Methodist Church)	100% Affordable Senior	12	MOU Signed
412 Morris	Family	1	Occupied
146 Morris	Family	12	Constructed & Units Being Filled by HAS
123-127 Summit Ave	Family	3	Occupied
557-565 Morris	Family	7	Approved
Our House – Future Group Home	Supportive & Special Needs	4	Agreement Executed
St Teresa's 100% Affordable	Family & Senior/Supportive and Special Needs	11	Planning Phase
Total		50	

(h) The Municipality's Fourth Round Prospective Need Obligation is 345 units. The Municipality shall satisfy its entire Fourth Round Prospective Need Obligation as follows:

NAME	TYPE	UNITS	BONUSES	TOTAL CREDITS	STATUS
Summit Place Off-Site	Family	4	0	4	Constructed & Occupied; Approved by the Court in Round 3
Providence Crossing	Family	2	1	3	Constructed & Occupied; Approved by the Court in Round 3
Promenade	Family	5	2	7	Constructed & Occupied; Approved by the Court in Round 3
4-6 Ashwood Avenue	Family	2	1	3	Constructed & Occupied; Approved by the Court in Round 3
Our House – 1 Greenfield	SSN	4	4	8	Constructed & Occupied
Brandywine Assisted Living	Assisted Living	10	0	10	Constructed & Occupied
Extension of Expiring Controls	Family	7	0	7	Per UHAC Regulations; list of units to be provided in Amended HEFSP
Harmen Holdings	Family Rental	4	2	6	To be rezoned; Developer's Agreement Signed
MBC Zone	Family Rental	7	3.5	10.5	Bid Awarded 12/16/25 to K&K (Garden Homes Affiliate); Rezoned
Russo Project	Family Rental	30	15	45	Settlement with challenger; will be rezoned by 3/15/2026

"Little Kings"	Family Rental	1	.5	1.5	Application pending before Planning Board
Weaver Street (SHA)	Family Rental	30	0	30	40-year deed restriction & removal of residency preference; significant renovations to units and common areas/physical plant
Glenwood Place (SHA)	Family Rental	40	0	40	40-year deed restriction & removal of residency preference; significant renovations to units and common areas/physical plant
Vito Gallo (SHA)	Senior Rentals	77	0	77	40-year deed restriction & removal of residency preference; significant renovations to units and common areas/physical plant
180 River Road	Family	8	4	12	Rezone to allow inclusionary residential as a use; 20% set aside; property owner approached City for change in use using building footprint
Veteran's Supportive Housing 100%	SSN	25	25	50	Shunpike site given to City by Russo partner via settlement; City will partner with nonprofit to build same
BMS Site	Family	20	10	30	Conversion of portion of pharma campus into inclusionary residential; City will commit to rezoning for at least 20 affordable units
Franklin Place	Family	14	7	21	Townhouse zoning in area likely to redevelop; 10 du/acre with 20% set-aside
Vacant & Abandoned Property Ordinance	Family/ Supportive	5		5	Ordinance to be adopted by 3/15/26; City will work with nonprofit/group home provider to develop affordable units as properties are obtained
Total		295	71	368	23 Surplus Credits

AND the Municipality and interested parties have executed a written settlement agreement or consent order that was filed with the court.

AND the Municipality having represented it intends to adopt an Amended HEFSP in accordance with the terms of the settlement;

AND the Program Member having conducted a session on December 22nd 2025 during which oral argument was heard on the remaining challenge(s) to the Municipality's HEFSP of the interested parties;

AND the Program Member having considered the filings by the parties, the recommendation of the Special Adjudicator and oral argument hereby recommends an ORDER directing that:

(a) The terms of the settlement be approved; and

(b) The challenge(s) of interested party(ies) be dismissed; and

(c) In accordance with N.J.S.A. §52:27D-304.1(f)(2)(c), on or before March 15, 2026, the Municipality adopt and file its Amended HEFSP that contains the terms of the settlement as well as the implementing ordinances and resolutions proposed within the Amended HEFSP; and

(d) Thereafter, the Court shall schedule A HEFSP Confirmation Hearing (or, if and as may later be determined necessary by the Mt Laurel judge, a Fairness and Compliance Hearing) to consider approval of the

Municipality's Amended HEFSP and the issuance of a Certification of Compliance and Repose; and

(e) Grant the Municipality continued immunity from exclusionary zoning litigation for the duration of the compliance process conditioned upon the Municipality's compliance with its order and good faith implementation of the Amended HEFSP and good faith participation in the compliance process.

Respectfully Submitted by the Program:

By: /s/*Thomas C. Miller*

Hon. Thomas C. Miller, AJSC (Ret.)

Dated: February 3, 2026

Program Member's Recommendation and Statement of Reasons

City of Summit
UNN-L-310-25

I. IN GENERAL

Summit City adopted its Fourth Round Housing Element and Fair Share Plan ("HE & FSP") on June 23, 2025 and filed the same on June 25, 2025. The City's Fourth Round obligations are as follows:

Present Need: 59
Prospective Need: 345

The Special Adjudicator for the Program in this matter is Christine Cofone-Nazzarro, P.P. A.I.C.P.

A review of Summit's HE & FSP shows that it seeks to reduce its Prospective Need of 345 units to 18 unit RDP through a Vacant Land Adjustment leaving an unmet need of 327 units. Summit seeks to reduce its Present Need to 10 units based upon a windshield survey. The components of how Summit seeks to satisfy its Fourth Round unmet need is shown on page 37 of its HE & FSP.

II. REGARDING THE CHALLENGES TO THE SUMMIT PLAN

Summit received three challenges to its plan.

The Fair Share Housing Center ("FSHC") advocates that based upon the deficiencies in Summit's plan and its failure to provide a realistic opportunity for its fair share, the program should deny the City's request for a Compliance Certification and the City's immunity from builder's remedy lawsuits. The FSHC asks that Summit revise its RDP and Vacant Land analysis to comply with the applicable law. The revision should include the identification of realistic sites and its

adoption of a proper mechanism to meet its entire unmet need and identify sites to meet at least 25% of the unmet need.

Russo Development ("Russo"), a contract purchaser of property within the City, also challenges the City's plan. Russo, like the FSHC, argues that the City's plan is deficient. Russo offers its property as a mechanism to meet its RDP or unmet need. When a municipality seeks a Vacant Land adjustment to reduce its housing obligation, it cannot simply ignore redevelopment opportunities when presented. Russo offers its property located at 190 River Road (Block 102, Lot 1) consisting of 4.4 acres for redevelopment. Currently the property is improved with a three-story office building over structural parking. The property is almost vacant at this time.

"Russo" has revised its initial proposal that it made to the City several times so that its challenge documents propose a conversion to 198 residential units with a 20% set aside for affordable housing. The City responded by including the property in its plan at a lower density with 53 total units and 10.6 affordable units. After the mediation session held in this matter, the City and "Russo" agreed to continue discussions.

Incline Capital, LLC ("Incline") also filed a challenge. Incline effectively raises the same deficiencies with the City's plan as the other challengers.

"Incline" is the owner of Block 3309 Lot 14 and Block 3310 Lot 1.3 and 3.02. The property is located in downtown Summit and has frontage on Summit Avenue and Industrial Place near the Summit train station.

"Incline" charges that Summit has provided only a "facade" of compliance with its obligation. For instance, Incline points out that though a VLA Summit has sought to reduce its total obligation by 94% in Round Three and 955 in Round Four. Also only 68% of the Round Three "50 new units" have been constructed.

The "Incline" property is included in the City's new "HE &FSP" but Incline contends the zoning does not provide a realistic opportunity. The unmet zoning only permits 17 residential units with a maximum coverage of 30%.

In its challenge, "Incline" "reduced" the density in its proposal to a 225 unit plan including 45 affordable units (20%). At mediation, the parties acknowledged a significant gulf between the parties, but agreed to continue discussions with the Program's adjudicator, Christine Cofone.

III. THE "HEARING" IN THIS MATTER AND THE PROGRAM'S RECOMMENDATION

The program held a "hearing" or "session" in this matter on December 12, 2025. At that time the City and the challengers were offered a final opportunity to supplement the record before the program before consideration of this recommendation. The "hearing" was held "on the record".

Since the Program held its initial settlement conference in this matter, the "Russo" party and the City were able to reach a settlement. The settlement between the parties provides an impertinent part that the property will be redeveloped into a 116 unit project with 30 affordable units. The agreement also provides for additional consideration including a significant cash construction of $1 million dollars to be paid to the City's Affordable Housing fund as well as the donation of another 1.8 acre site to the City for it to develop as a 100% Veterans supportive housing project.

With regards to the "Incline" challenge the parties were not able to reach an agreement notwithstanding the efforts of Special Adjudicator Christine Cofone. The parties exchanged "best and final' offers but Incline's proposal was not acceptable to the City. As a result, Incline was not included in the City's final proposed plan.

The Program is now advised that FSHC and the City have entered into a settlement agreement which has been filed with the court. The Mediation Agreement fully accounts for and addresses the City"s affordable housing obligation for all the "rounds" as follows:

> Fourth Round Present Need (Rehabilitation Obligation): Fifty-nine (59) units, adjusted downward to ten (10) units based upon a structural conditions ("windshield") survey, to be satisfied through continued participation in the Union County Home Improvement Program and/or rehabilitation of Summit Housing Authority units not otherwise used to address prospective need.
>
> - Prior Round Obligation (1987–1999): One hundred seventy-one (171) units.
> - Third Round Obligation (1999–2025): Five hundred sixty-seven (567) units, including satisfaction of the previously litigated fifty (50) new unit requirement.
> - Fourth Round Prospective Need (2025–2035): Three hundred forty-five (345) units.
>
> The Agreement reflects a Vacant Land Adjustment resulting in a combined Prior and Third Round Realistic Development Potential of thirty-six (36) units, inclusive of applicable bonus credits, which has been satisfied through completed and credited mechanisms.
>
> The Agreement includes a detailed, project-by-project accounting of the City's satisfaction of its Prior and Third Round obligations, including completed and occupied affordable housing developments, group homes, assisted living facilities, Habitat for Humanity projects, and off-site family rental units. The Agreement further documents compliance with the fifty (50) new unit requirement through specifically identified projects with defined statuses, schedules, and responsible parties, including faith-based and nonprofit developments, municipally supported group homes, and approved inclusionary projects.
>
> The City's Fourth Round Prospective Need obligation of 345 units is addressed through a diverse and balanced set of compliance mechanisms that collectively create a realistic opportunity for affordable housing, including:
>
> - Overlay zoning districts (Overlay Zones 1 through 7), each with specified densities, height limits, and affordable housing set-asides,

many of which are amended to require a minimum twenty percent (20%) set-aside regardless of unit type;

- Inclusionary rezonings and redevelopment sites, including the MBC Zone, Harmen Holdings, 180 River Road, Franklin Place, and the BMS campus, each identified with minimum affordable unit yields and adoption deadlines;
- Municipally sponsored initiatives, including rehabilitation and re-crediting of Summit Housing Authority units at Weaver Street, Glenwood Place, and Vito Gallo, subject to removal of residency preferences, long-term deed restrictions, and significant capital reinvestment;
- Veterans supportive housing, to be developed on City-acquired property donated through settlement, with defined unit counts, rezoning commitments, and funding obligations;
- Vacant and Abandoned Property Ordinance, establishing a programmatic mechanism to create additional scattered-site affordable housing units over the Fourth Round period.

The Agreement identifies total credits exceeding the City's Prospective Need obligation, resulting in a modest surplus, and includes detailed implementation schedules, developer agreement deadlines, rezoning milestones, and reporting requirements.

The Mediation Agreement includes explicit findings and enforceable provisions confirming compliance with all applicable statutory and regulatory requirements, including but not limited to:

- Age-restricted housing caps;
- Minimum family housing requirements;
- Rental and family rental unit requirements;
- Very-low-income unit obligations;
- Accessibility and adaptability standards;
- UHAC-compliant affordability controls, affirmative marketing, and administrative mechanisms.

The Agreement further establishes a clear implementation schedule, conditions precedent to final compliance certification, ongoing monitoring obligations, and provisions addressing substantial changes in circumstances.

This Program Member has reviewed and considered all of the submissions filed in this matter by all of the parties. This Member is swayed by the Adjudicator's recommendation to

approve the plan as well as the City's efforts to reach settlements, which the "Russo" challenger and particularly the settlement with the FSHC, the nonprofit entity charged with representing the interests of the low and moderate income community. The Program finds that the City's plan as it will be amended in accordance with its settlements with Russo and the FSHC and as described in detail in its counsel's most recent correspondence to the Program on December 23, 2025 satisfies the City's Fourth Round obligation along with a surplus towards future rounds. Even though the City did not fully accommodate the requests of challenger Incline, in this Program Members view the plan should be approved and the Incline challenge should be dismissed.

The Program Member finds the City's plan to be under all of the circumstances fair and reasonable. In its fall it appears to be a viable, suitable and achievable plan if the City follows through with compliance. As such this Program Member recommends approval of the City's HE&FSP and that its immunity from Builders Remedy Suits be continued. This finding and recommendation is subject to further judicial review in accordance with applicable law and Administrative Directive #14-24, Civil-Affordable Housing Dispute Resolution Program-Implementation of L.2024,c.1.(Dec.13,2024)#14-24. Such review may include the scheduling of a HEFSP Confirmation Hearing (or, if and as may later be determined necessary by the Mt. Laurel judge, a Fairness and/or Compliance Hearing) to consider approval of the Municipality's Amended HEFSP and issuance of a Certificate of Compliance and Repose.

Christine A. Cofone, PP, AICP
Principal

COFONE CONSULTING GROUP
LAND USE CONSULTANTS

Via eCourts and Electronic Mail *January 14, 2026*

Honorable Thomas C. Miller, A.J.S.C. (ret.)
Affordable Housing Dispute Resolution Program
Richard J. Hughes Justice Complex
25 Market Street, P.O. Box 37
Trenton, New Jersey 08625

Re: In the Matter of the Application of the City of Summit, County of Union
Docket No. UNN-L-310-25

Your Honor:

I write in my capacity as Special Adjudicator to provide the Court with my professional review and recommendation concerning the Mediation Agreement presented to the Affordable Housing Dispute Resolution Program resolving the challenges of Fair Share Housing Center ("FSHC") and Russo Development, LLC, and to address the status of the remaining unresolved challenge.

Procedural Posture and Record Reviewed

The City filed its declaratory judgment action pursuant to the Fair Housing Act on January 22, 2025. By Order dated March 27, 2025, the Court established the City's Fourth Round fair share obligations as fifty-nine (59) units of Present Need and three hundred forty-five (345) units of Prospective Need, with no appeal taken. The City thereafter adopted its Fourth Round Housing Element and Fair Share Plan ("HEFSP") on June 23, 2025 and filed the HEFSP with the Court and the Program on June 25, 2025.

Statutory challenges to the HEFSP were filed by Russo Development, LLC, Incline Capital, Inc., and Fair Share Housing Center. Through multiple mediation sessions conducted before the Program, the City was able to resolve the challenges brought by FSHC and Russo Development through execution of a comprehensive Mediation Agreement. Despite good-faith efforts and multiple mediation sessions, the City was not able to reach a settlement with Incline Capital.

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ccofone@cofoneconsulting.com
www.cofoneconsulting.com

Status of Unresolved Challenge

The City represents that it engaged in sustained and substantive negotiations with Incline Capital over the course of multiple mediation sessions. The City further represents that, at one point, it conveyed a best and final proposal that would have permitted development at a density exceeding that allowed under the City's existing MBC zoning framework. That proposal was not acceptable to Incline Capital, and no settlement was reached.

Accordingly, the Mediation Agreement before the Court represents a partial settlement resolving the challenges of Fair Share Housing Center and Russo Development, while Incline Capital's challenge remains unresolved.

Affordable Housing Obligations Addressed by the Agreement

The Mediation Agreement fully accounts for and addresses the City's affordable housing obligations across all applicable rounds, as follows:

Fourth Round Present Need (Rehabilitation Obligation): Fifty-nine (59) units, adjusted downward to ten (10) units based upon a structural conditions ("windshield") survey, to be satisfied through continued participation in the Union County Home Improvement Program and/or rehabilitation of Summit Housing Authority units not otherwise used to address prospective need.

- Prior Round Obligation (1987–1999): One hundred seventy-one (171) units.
- Third Round Obligation (1999–2025): Five hundred sixty-seven (567) units, including satisfaction of the previously litigated fifty (50) new unit requirement.
- Fourth Round Prospective Need (2025–2035): Three hundred forty-five (345) units.

The Agreement reflects a Vacant Land Adjustment resulting in a combined Prior and Third Round Realistic Development Potential of thirty-six (36) units, inclusive of applicable bonus credits, which has been satisfied through completed and credited mechanisms.

Accounting of Prior and Third Round Compliance

The Agreement includes a detailed, project-by-project accounting of the City's satisfaction of its Prior and Third Round obligations, including completed and occupied affordable housing developments, group homes, assisted living facilities, Habitat for Humanity projects, and off-site family rental units. The Agreement further documents compliance with the fifty (50) new unit requirement through specifically identified projects with defined statuses, schedules, and responsible parties, including faith-based and nonprofit developments, municipally supported group homes, and approved inclusionary projects.

Fourth Round Compliance Strategy and Mechanisms

The City's Fourth Round Prospective Need obligation of 345 units is addressed through a diverse and balanced set of compliance mechanisms that collectively create a realistic opportunity for affordable housing, including:

- Overlay zoning districts (Overlay Zones 1 through 7), each with specified densities, height limits, and affordable housing set-asides, many of which are amended to require a minimum twenty percent (20%) set-aside regardless of unit type;
- Inclusionary rezonings and redevelopment sites, including the MBC Zone, Harmen Holdings, 180 River Road, Franklin Place, and the BMS campus, each identified with minimum affordable unit yields and adoption deadlines;
- Municipally sponsored initiatives, including rehabilitation and re-crediting of Summit Housing Authority units at Weaver Street, Glenwood Place, and Vito Gallo, subject to removal of residency preferences, long-term deed restrictions, and significant capital reinvestment;
- Veterans supportive housing, to be developed on City-acquired property donated through settlement, with defined unit counts, rezoning commitments, and funding obligations;
- Vacant and Abandoned Property Ordinance, establishing a programmatic mechanism to create additional scattered-site affordable housing units over the Fourth Round period.

The Agreement identifies total credits exceeding the City's Prospective Need obligation, resulting in a modest surplus, and includes detailed implementation schedules, developer agreement deadlines, rezoning milestones, and reporting requirements.

Regulatory Compliance and Implementation

The Mediation Agreement includes explicit findings and enforceable provisions confirming compliance with all applicable statutory and regulatory requirements, including but not limited to:

- Age-restricted housing caps;
- Minimum family housing requirements;
- Rental and family rental unit requirements;
- Very-low-income unit obligations;
- Accessibility and adaptability standards;
- UHAC-compliant affordability controls, affirmative marketing, and administrative mechanisms.

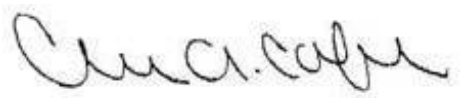
The Agreement further establishes a clear implementation schedule, conditions precedent to final compliance certification, ongoing monitoring obligations, and provisions addressing substantial changes in circumstances.

Professional Opinion and Recommendation

In my professional opinion, the Mediation Agreement is comprehensive, internally consistent, and sufficiently detailed to function as an enforceable compliance roadmap. While a global settlement was not achieved due to the unresolved Incline Capital challenge, the City's efforts were undertaken in good faith, and the balance of the HEFSP, as modified by the Agreement, employs solid and diverse programs that create a realistic opportunity for affordable housing consistent with the Fair Housing Act and governing law.

Accordingly, I respectfully recommend that the Court approve the Mediation Agreement resolving the challenges of Fair Share Housing Center and Russo Development, recognize the unresolved status of Incline Capital's challenge, and permit the matter to proceed through the Affordable Housing Dispute Resolution Program toward final compliance certification.

Respectfully submitted,



Christine A. Nazzaro-Cofone, AICP, PP
Special Adjudicator

THIS PLAN TO BE UTILIZED FOR VEHICLE CIRCULATION PURPOSES ONLY

JOHN F KENNEDY PARKWAY
(VARIABLE WIDTH R.O.W.)
(ASPHALT ROADWAY)
(TWO WAY TRAFFIC)
(SPEED LIMIT 40 MPH)

NEW JERSEY ROUTE 24 FREEWAY
(A.K.A. MORRIS TURNPIKE)
(VARIABLE WIDTH R.O.W.)
(ASPHALT ROADWAY)
(TWO WAY TRAFFIC)
(SPEED LIMIT 40 MPH)

RIVER ROAD
(66' WIDE R.O.W.)
(ASPHALT ROADWAY)
(TWO WAY TRAFFIC)
(MINOR ARTERIAL)
(SPEED LIMIT 35 MPH)

SCUTE-Single Unit Truck

SCUTE-Single Unit Truck

Copy of Summit Firetruck

Overall Length	45.440ft
Overall Width	8.500ft
Overall Body Height	10.467ft
Min Body Ground Clearance	0.997ft
Track Width	8.350ft
Lock-to-lock time	6.00s
Max Wheel Angle	40.00°

GRAPHIC SCALE

-30 0 15 30 60 120

(IN FEET)
1 INCH = 30 FT.

Plotted: 08/07/26 – 9:42 AM, By: dpedroso, – Product Ver: 25.1a (LMS Tech)
File: \\decpc.local\decfolders\Data\DECPC PROJECTS\0780 Russo Development\25-00451 Summit\Dwg\Exhibits (Hearings)\2026-08-17 Hearing\0780250045ISV6.dwg, ---> FIRE TRUCK CIRCULATION EXHIBIT

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THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

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F: 732.974.3521
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TITLE: FIRE TRUCK CIRCULATION EXHIBIT

PROJECT: **OE 190 RIVER ROAD, LLC**
PROPOSED MULTIFAMILY RESIDENTIAL DEVELOPMENT
BLOCK 102, LOT 1
190 RIVER ROAD
CITY OF SUMMIT, UNION COUNTY, NEW JERSEY

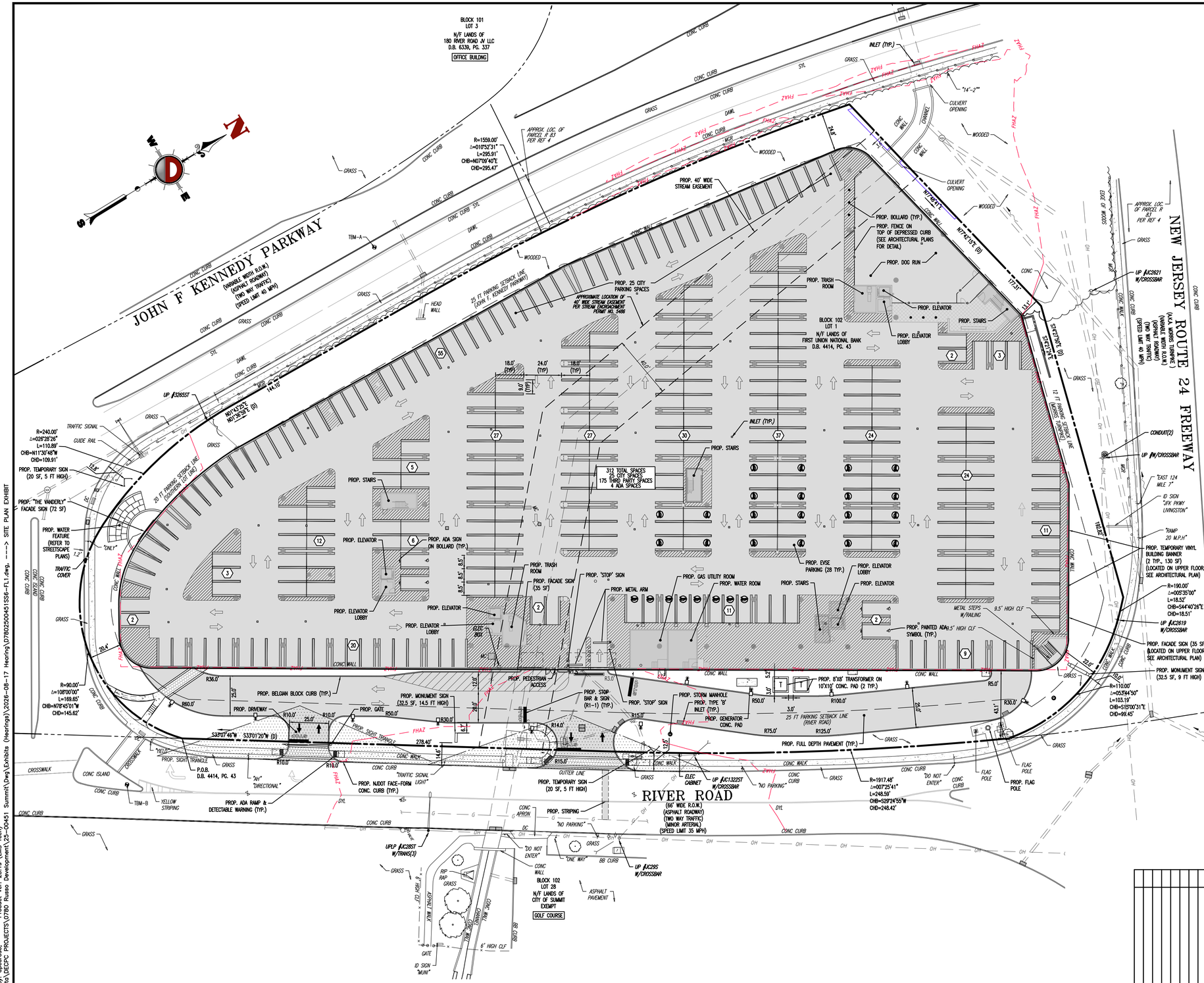
JOB No: 0780-25-00451
DATE: 08/06/2026
DRAWN BY: ARK
SCALE: (H) 1"=30' (V)
DESIGNED BY: CRC
CHECKED BY: RPF
CHECKED BY: –
SHEET No: 1 OF 1
Rev. # 0

ROBERT P. FREUD
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41938

MATTHEW J. BERSCH
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 54522

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ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

Rev.	Date	Comments	By


JOHN F KENNEDY PARKWAY
(VARIABLE WIDTH R.O.W.)
(ASPHALT ROADWAY)
(TWO WAY TRAFFIC)
(SPEED LIMIT 40 MPH)
NEW JERSEY ROUTE 24 FREEWAY
(A.K.A. MORRIS TURNPIKE)
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(TWO WAY TRAFFIC)
(SPEED LIMIT 40 MPH)
RIVER ROAD
(66' WIDE R.O.W.)
(ASPHALT ROADWAY)
(TWO WAY TRAFFIC)
(MINOR ARTERIAL)
(SPEED LIMIT 35 MPH)
BLOCK 101
LOT 3
N/F LANDS OF
180 RIVER ROAD JV LLC
D.B. 6339, PG. 337
OFFICE BUILDING
BLOCK 102
LOT 1
N/F LANDS OF
FIRST UNION NATIONAL BANK
D.B. 4414, PG. 43
BLOCK 102
LOT 28
N/F LANDS OF
CITY OF SUMMIT
EXEMPT
GOLF COURSE
PROP. 40' WIDE STREAM EASEMENT
APPROX. LOC. OF PARCEL A &3 PER REF. 4
APPROXIMATE LOCATION OF 40' WIDE STREAM EASEMENT PER STREAM ENCROACHMENT PERMIT NO. 5486
25 FT PARKING SETBACK LINE (JOHN F. KENNEDY PARKWAY)
20 FT PARKING SETBACK LINE (SOUTHERN LOT LINE)
12 FT PARKING SETBACK LINE (MORRIS TURNPIKE)
3.0' 25 FT PARKING SETBACK LINE (RIVER ROAD)
PROP. 25 CITY PARKING SPACES
312 TOTAL SPACES
25 CITY SPACES
175 THIRD PARTY SPACES
4 ADA SPACES
PROP. BOLLARD (TYP.)
PROP. FENCE ON TOP OF DEPRESSED CURB (SEE ARCHITECTURAL PLANS FOR DETAIL)
PROP. DOG RUN
PROP. TRASH ROOM
PROP. ELEVATOR
PROP. ELEVATOR LOBBY
PROP. STAIRS
PROP. EVSE PARKING (28 TYP.)
PROP. GAS UTILITY ROOM
PROP. WATER ROOM
PROP. TRASH ROOM
PROP. FACADE SIGN (35 SF)
PROP. 'STOP' SIGN
PROP. METAL ARM
PROP. ADA SIGN ON BOLLARD (TYP.)
PROP. ELEVATOR
PROP. ELEVATOR LOBBY
ELEC. BOX
PROP. PEDESTRIAN ACCESS
PROP. STOP BAR & SIGN (R1-1) (TYP.)
PROP. STORM MANHOLE
PROP. TYPE 'B' INLET (TYP.)
PROP. GENERATOR CONC. PAD
PROP. 8'X8' TRANSFORMER ON 10'X10' CONC. PAD (2 TYP.)
PROP. FULL DEPTH PAVEMENT (TYP.)
PROP. BELGIAN BLOCK CURB (TYP.)
PROP. DRIVEWAY
PROP. GATE
PROP. SIGHT TRIANGLE
PROP. MONUMENT SIGN (32.5 SF, 14.5 FT HIGH)
PROP. SIGHT TRIANGLE
P.O.B. D.B. 4414, PG. 43
PROP. NJDOT FACE-FORM CONC. CURB (TYP.)
PROP. ADA RAMP & DETECTABLE WARNING (TYP.)
PROP. TEMPORARY SIGN (20 SF, 5 FT HIGH)
PROP. STRIPING
PROP. TEMPORARY SIGN (20 SF, 5 FT HIGH)
PROP. "THE VANDERLY" FACADE SIGN (72 SF)
PROP. WATER FEATURE (REFER TO STREETSCAPE PLANS)
TRAFFIC COVER
PROP. TEMPORARY VINYL BUILDING BANNER (2 TYP., 130 SF) (LOCATED ON UPPER FLOOR, SEE ARCHITECTURAL PLAN)
PROP. FACADE SIGN (35 SF) (LOCATED ON UPPER FLOOR, SEE ARCHITECTURAL PLAN)
PROP. MONUMENT SIGN (32.5 SF, 9 FT HIGH)
PROP. PAINTED ADA SYMBOL (TYP.)
9.5" HIGH CLF
METAL STEPS W/RAILING
6' HIGH CLF
GATE
ID SIGN "MUNI"
RIP RAP
ASPHALT PAVEMENT
CONCRETE APRON
FLAG POLE
TBM-A
TBM-B
YELLOW STRIPING
CROSSWALK
CONC ISLAND
GUIDE RAIL
TRAFFIC SIGNAL
"HOV" "DIRECTIONAL"
"TRAFFIC SIGNAL LIGHT"
"DO NOT ENTER"
"ONE WAY"
"NO PARKING"
"YIELD"
"STOP"
"EAST 124 MILE 7"
ID SIGN "JFK PKWY LIVINGSTON"
"RAMP 20 M.P.H"
CONDUIT(2)
UP #C2631 W/CROSSBAR
UP #C2619 W/CROSSBAR
UP #C3265ST
UP #C1322ST W/CROSSBAR
UP #C29S W/CROSSBAR
UPLP #C28ST W/TRANS(3)
ELEC. CABINET
SOOOM JO 2012
R=1559.00'
Δ=01°07'52"
L=295.91'
CHB=N07°09'40"E
CHD=295.47'
R=240.00'
Δ=02°28'26"
L=10.89'
CHB=N11°30'48"W
CHD=109.91'
R=90.00'
Δ=108°00'00"
L=169.65'
CHB=N78°45'01"W
CHD=145.62'
R=190.00'
Δ=05°35'00"
L=18.52'
CHB=S44°40'26"E
CHD=18.51'
R=110.00'
Δ=053°44'50"
L=103.19'
CHB=S15°00'31"E
CHD=99.45'
R=1917.48'
Δ=00°25'41"
L=248.59'
CHB=S29°24'55"W
CHD=248.42'
N11°43'41"E
N11°43'41"E (R)
S11°43'41"W
S11°43'41"W (R)
S37°07'46"W
S33°01'20"W (R)
N07°45'25"E
N07°38'58"E (R)
S78°27'50"E (R)
S78°27'50"E
144.10'
278.40'
24.8'
7.5'
FHAZ
DYL
CONC WALK
CONC CURB
CONC WALL
GRASS
WOODED
HEAD WALL
INLET (TYP.)
"14'-2"" CULVERT OPENING
CULVERT OPENING
CONC CHANNEL
CONC WALL
CONC WALL
18.0' (TYP)
24.0' (TYP)
18.0' (TYP)
40.0'
18.0'
R36.0'
R60.0'
R50.0'
R30.0'
R10.0'
R15.0'
R14.0'
R3.0'
R5.0'
R100.0'
R125.0'
R75.0'
25.0'
20.4'
22.0'
43.1'
5.2'
3.0'
12.5'
14.6'
26.0'
6.5'
12.8'
7.2'
10.6'
8.5'
8.5'
8.5

PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CAL	HT.	SPRD.	CONT	COMMENTS	NATIVE
SHADE TREES								
AR25	13	Acer rubrum `Red Sunset` / Red Sunset Maple	4-4.5" cal.	16'-18'		B&B	Full Specimens, headed to 7'	YES
GTH25	5	Gleditsia triacanthos inermis `Halka` / Halka Thornless Honey Locust	4-4.5" cal.	16'-18'		B&B	Full Specimens, headed to 7'	YES
GTH30	1	Gleditsia triacanthos inermis `Halka` / Halka Thornless Honey Locust	3-3.5" cal.	13'-15'		B&B	Full Specimens, headed to 7'	YES
Q8	3	Quercus bicolor / Swamp White Oak	4-4.5" cal.	16'-18'		B&B	Full Specimens, headed to 7'	YES
EVERGREEN TREES								
IA	13	Ilex opaca / American Holly	-	14'-16'		B&B	Full, uniform specimens, branched to the ground	YES
IA2	11	Ilex opaca / American Holly	-	10'-12'		B&B	Full, uniform specimens, branched to the ground	YES
JV	3	Juniperus virginiana / Eastern Red Cedar	-	10'-12'		B&B	Full, uniform specimens, branched to the ground	YES
JV2	5	Juniperus virginiana / Eastern Red Cedar	-	12'-14'		B&B	Full, uniform specimens, branched to the ground	YES
JV3	4	Juniperus virginiana / Eastern Red Cedar	-	14'-16'		B&B	Full, uniform specimens, branched to the ground	YES
ORNAMENTAL TREES								
CCR	9	Cercis canadensis `Rising Sun` / Rising Sun Redbud	-	10'-12'		B&B	Full, Heavy Specimens	YES
LM	3	Lagerstroemia indica x fauriei 'Muskogee' / Muskogee Crape Myrtle	(1) @ 2" cal.	10'-12'		B&B	Heavy, Multi-stemmed specimens, 3-5 canes	
CODE	QTY	BOTANICAL / COMMON NAME	CAL.	HT.	SPRD.	CONT.	COMMENTS	
SHRUB AREAS								
HW	149	Hydrangea arborescens / Smooth Hydrangea	-	3'-3.5'		#7 cont.	Full Plants, 4` O.C.	YES
IG2	37	Ilex glabra / Inkberry Holly	-	2.5'-3'		#7 cont.	Full Plants, 4` O.C.	YES
CODE	QTY	BOTANICAL / COMMON NAME	CAL.	HT	SPRD.	CONT.	COMMENTS	
GROUNDCOVERS								
HCB	114	Hypericum calycinum 'Briggadoon' / Creeping St. John's Wort	-	18"-24"	18-24"	3 Gal.	Full Plants	
LMB	1,100	Liriope muscari `Big Blue` / Big Blue Lilyturf	-			1 Gal.	Full Plants	
ORNAMENTAL GRASSES								
CA2	1,866	Carex albicans / White-tinged Sedge	-			1 Gal.	Full Plants, 15" O.C.	YES
CAK	596	Calamagrostis x acutiflora `Karl Foerster` / K.F. Feather Reed Grass	-			3 Gal.	Full Plants	
PVSH	618	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	-			3 Gal.	Full Plants	YES

JOHN F. KENNEDY PARKWAY

EX. WOODED BUFFER
TO BE SELECTIVELY CLEARED. REMOVE INVASIVE SPECIES (INCLUDING KNOTWEED AND VINES) AND DEAD OR DECLINING TREES, INCLUDING ASH. EXISTING HEALTHY TREES AND VEGETATION TO BE PRESERVED.

EX. WOODED BUFFER
TO BE SELECTIVELY CLEARED. REMOVE INVASIVE SPECIES (INCLUDING KNOTWEED AND VINES) AND DEAD OR DECLINING TREES, INCLUDING ASH. EXISTING HEALTHY TREES AND VEGETATION TO BE PRESERVED.

SEE L-3 FOR DOG RUN LAYOUT IN PARKING LEVEL BELOW

EXISTING GUARD RAIL

5 - IA
27 - HW
4/L-4 TEMPORARY SIGN (TYP.)
1/L-4 WALL SIGN WITH STONE WATER FEATURE
103 - LMB
15 - HW
99 - PVSH
TERMINATE EXISTING WALL
4 - AR25
18 - LMB
20 - HW
50 - PVSH
42 - LMB
RAMP
STAIR
18 - LMB
26 - LMB
5 - GTH25
SOD
88 - CAK
116 - CAK
51 - LMB
126 - PVSH
24'-0"
24'-0"
15'-0"
27 - CA2
1 - GTH30
TREE PLANTER (TYP.)
91 - PVSH
53 - LMB
11 - CA2
45 - HCB
POLYMER CEMENT SURFACING
PATTERNS: TO BE SELECTED BY THE LANDSCAPE ARCHITECT
COLOR: TO BE SELECTED BY THE LANDSCAPE ARCHITECT
AS MFG BY: ENDURABLEND
866-215-6120
WWW.PAVEMENTSURFACECOATINGS.COM
OR APPROVED EQUAL
3 - LM
11 - CA2
11 - CA2
154 - LMB
69 - HCB
29 - LMB
BENCH
87 - CAK
139 - CA2
2 - AR25
39 - LMB
GATED ENTRY
CROSSWALK (TYP.)
42 - CAK
47 - LMB
4 - JV8
3 - JV2
2 - JV2
32 - LMB
9 - HW
2 - AR25
284 - CA2
2/L-4 PYLON SIGN
3 - JV
20 - HW
46 - CA2
33 - LMB
72 - LMB
117 - CA2
2 - AR25
81 - LMB
116 - CA2
41 - LMB
14 - HW
185 - CA2
7 - IG2
85 - PVSH
3 - IG2
50 - CA2
170 - CAK
58 - CA2
3 - IA
4/L-4 TEMPORARY SIGN (TYP.)
119 - LMB
192 - CA2
18 - LMB
70 - PVSH
148 - CA2
13 - IG2
11 - HW
99 - PVSH
5 - IA2
14 - IG2
3 - AR25
3 - IA2
2 - IA
5 - CCR
17 - LMB
EXISTING SIGN TO REMAIN
7 - HW
367 - CA2
16 - HW
104 - CA2
18 - LMB
5/L-4 MONUMENT SIGN
3 - QB
48 - LMB
7 - HW
46 - LMB
3 - HW
48 - PVSH
EXISTING FLAGPOLES (2)

RIVER ROAD

0 10' 20' 40' 80'

Streetscape Landscape Plan

The Vanderly
Summit, New Jersey

MBC
MELILLO • BAUER • CARMAN
LANDSCAPE ARCHITECTURE

200 Union Avenue, Belelle, NJ 08730
295 Newark Avenue, Jersey City, NJ 07302
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NJCA No. 21MH00001700

THOMAS B. BAUER
N.J. LICENSED LANDSCAPE ARCHITECT NO. AS000019

NO.	DATE	REVISION

SCALE: 1" = 20'
DATE: 2026-08-07
JOB NO.: 26-104

DRAWING NO.
L-1