

PASHMAN STEIN WALDER HAYDEN

A Professional Corporation

Andrew Bayer Esq./ 033871988

Janie Byalik, Esq./040702006

Court Plaza South

21 Main Street, Suite 200

Hackensack, NJ 07601

(201) 488-8200

Attorneys for Plaintiffs

Englewood One Community Corp.,

Horace H. Ragbir, Amy Bullock, and

James S. Cohen

<p>ENGLEWOOD ONE COMMUNITY, INC., HORACE H. RAGBIR, AMY BULLOCK, AND JAMES S. COHEN,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>CITY OF ENGLEWOOD, THE MAYOR AND CITY COUNCIL OF CITY OF ENGLEWOOD,</p> <p style="text-align: center;">Defendants,</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY</p> <p>DOCKET NO.: BER-L- _____</p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;">COMPLAINT IN LIEU OF PREROGATIVE WRITS</p>
---	---

Plaintiffs Englewood One Community, Inc.. (Englewood One), Horace H. Ragbir, Amy Bullock, and James S. Cohen, by and through their attorneys Pashman Stein Walder Hayden P.C. by way of Complaint against Defendants, say:

Introduction

By way of this action, Plaintiffs seek to invalidate an Ordinance passed by Englewood—over fervent public opposition, a veto by the Mayor, in the face of a fundamental inconsistency with Englewood’s Master Plan, with little notice or opportunity for open dialogue, and that is tainted with conflicts – that incentivizes the building of over 3,200 multi-family, including 648

affordable housing units in completely inappropriate zoning districts, such as single-family neighborhoods, FEMA designated flood zone, historic sites, the Englewood Police Department building and the City jail. No rationale was provided for the location of the newly proposed overlay zones; no prior notice was given to the Planning Board before it was told it had to approve a housing plan that was incorporated into the Ordinance; and the public was shut out of the process for nearly nine months and subsequently denied the opportunity to voice their objections. The Ordinance and its implementing Resolutions are arbitrary, capricious, unreasonable, enacted in violation of the Mt. Laurel doctrine, Open Public Meetings Act, the Local Government Ethics Law, and the Municipal Land Use Law and should therefore be invalidated.

Parties

1. Plaintiff Englewood One is an independent not-for-profit corporation with its principal place of business located at P.O. 8126, Englewood, NJ. Englewood One's mission is to connect and share information about City government and the community and help residents access information and participate in the workings of City government. The organization operates a news platform that opens the doors of City government by informing, educating and promoting active participation around the important decisions by city officials that impact the residents' daily lives.

2. Plaintiff Horace H. Ragbir is a resident of Englewood, presently living at 1 W. Hamilton Ave., Englewood, New Jersey.

3. Plaintiff Amy Bullock is a resident of Englewood, presently living at 312 Howland Ave., Englewood New Jersey.

4. Plaintiff James S. Cohen is a resident of Englewood, presently living at 431 Lewelen Circle, Englewood, New Jersey.

5. Defendant, the City of Englewood is a municipal corporation of the State of New Jersey and is located at 2-10 North Van Brunt Street, Englewood, New Jersey (the “City” or “Englewood”). Englewood is divided into four wards which are approximately equal in population.

6. Defendant, the Englewood City Council is the governing body of the City and all powers of the municipality and the determination of all matters of policy are vested in the council, except as otherwise provided by the City Charter or by general law. The City Council among other responsibilities, is charged with creating and adopting ordinances and resolutions.

7. Defendant, Mayor Michael Wildes, is the Mayor of the City and was involved in the municipal actions being challenged in this action. The Mayor maintains an office at 2-10 North Van Brunt Street, Englewood, New Jersey.

Factual Background

A. The Settlement Agreement between Englewood and the Fair Share Housing Center

8. The genesis of this action arises from a settlement entered into on November 1, 2022 between Englewood and the Fair Share Housing Center (FSHC) over Englewood’s affordance housing obligations.

9. By way of background, pursuant to the Supreme Court’s rulings in *Southern Burlington County NAACP v. Twp. Of Mount Laurel*, 67 N.J. 151 (1975) (Mt. Laurel I) and *Southern Burlington County NAACP v. Twp. Of Mount Laurel*, 92 N.J. 158 (1983) (Mt. Laurel II), every municipality in the state has the constitutional obligation to provide for its share of

affordable housing which requires the zoning regulations for that municipality ensure realistic housing opportunities for New Jersey's low and moderate income households. To ensure that municipalities comply with their obligations, the Legislature and the Council on Affordable Housing (COAH) adopted various regulations, which separated prospective need into three rounds, with each round covering a certain time period and requiring a specific number of low and moderate income homes.

10. On March 10, 2015, the New Jersey Supreme Court issued a decision in the matter of *In re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015) ("Mount Laurel IV"). In that case, the Supreme Court noted that "There is no question that COAH failed to comply with this Court's March 2014 Order that was designed to achieve the promulgation of Third Round Rules and the maintenance of a functioning COAH," such that "the administrative forum is not capable of functioning as intended by the [Fair Housing Act] due to the lack of lawful Third Round Rules assigning constitutional obligations to municipalities." Consequently, the Supreme Court held that "the courts may resume their role as the forum of first instance for evaluating municipal compliance with Mount Laurel obligations."

11. The process developed by the Supreme Court in the Mount Laurel IV decision is intended to track the process established under the Fair Housing Act for review of municipal compliance with affordable housing obligations. Trial courts must comply with the mandatory provisions of N.J.S.A. 52:27D-307 by (a) determining regions; (b) calculating the present need and the prospective regional need for Round 3; and (c) establishing the standards with which municipalities must comply to secure approval of their Affordable Housing Plans.

12. Englewood previously had entered into a Settlement with ERA South, LLC, who had challenged Englewood's provision of low- and moderate-income housing, which resulted in a settlement in 2014 wherein Englewood was granted a Final Judgment of Repose, which provided the City with repose from May 14, 2014 until May 31, 2019.

13. In approving the settlement and finding that Englewood is compliant with its Mt. Laurel obligations, the Court in that case noted that “Englewood has been a trailblazer in establishing, providing, and sustaining low and moderate income housing for [its] residents” and there is “no similar municipality in the Northern region which has the commitment to low and moderate income housing... than Englewood has exhibited.”

14. As the five-year period of repose was about to lapse from that prior settlement, on or about May 30, 2019, Englewood filed a complaint in the Bergen County Superior Court, Law Division bearing Docket No. BER-L-4069-19 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D301, et seq., in accordance with the Supreme Court’s ruling in Mt. Laurel IV(t) he “DJ Action”)

15. Englewood and FSHC ultimately agreed to settle the DJ Action and to present that settlement to Judge Farrington for approval at a Fairness Hearing. The terms of the settlement were memorialized in writing set forth Englewood’s Present Need, Prior Round, and Third Round affordable housing obligations through July 1, 2025 (the “Settlement Agreement”). The Settlement Agreement contractually required the City Planning Board to adopt a Housing Element and Fair Share Plan and for the City Council to adopt a Resolution implementing the terms and conditions of the settlement with Fair Share Housing Center.

16. Pursuant to the Settlement Agreement, Englewood’s affordable housing obligations are as follows:

Present Need/ Rehabilitation Share	380
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	152
Third Round (1999-2025) Prospective Need Fair Share	819

17. Among other things, the Settlement Agreement requires that Englewood adopt an overlay zone ordinance throughout all four wards of the City in single family zoning districts with densities between 15 dwelling units/acre to 50 dwelling units per acre with a twenty percent affordable housing set aside to address its unmet need obligation. In other words, Englewood is permitting through the overlay ordinance the siting of high density apartment buildings in between single family lots. This is the epitome of bad planning.

18. The overlay zoning was shown in a map attached as Exhibit A to the Settlement Agreement and the Blocks/Lots were described in a chart in Exhibit B of the Settlement Agreement. Notably, the chart in Exhibit B that listed the properties subject to the overlay zones were identified only by tax block and lot number with an illegible unreadable map, not by any corresponding street name or other readily straight forward way for a member of the public viewing it to ascertain whether his or her property would be affected.

19. At the time it entered into the Settlement Agreement with FSHC, the Settlement Agreement was not available to the public for review, input or comment.

20. On November 1, 2022, the City Council unanimously passed Resolution #277-11-01-22 - A Resolution “Authorizing a Settlement Agreement with the Fair Share Housing Center.”

21. Like the Settlement Agreement, the Resolution was not provided to the public in advance of the meeting. Without disclosing a copy of the Settlement Agreement and approving Resolution in advance of the Council meeting to the public, the residents could not begin to understand its devastating impact on already existing residential areas within the City and have any understanding of its outright inconsistency with the Master Plan.

22. After the Settlement Agreement that was approved by the City Council (without public notice), it was subsequently submitted to the Court for approval. On January 10, 2023, a Fairness and Preliminary Compliance Hearing (Fairness Hearing) was conducted before Judge Farrington to consider the proposed Settlement Agreement between Englewood and FSHC. The purpose of that hearing was to evaluate whether the proposed Settlement Agreement is fair and reasonable to the region's very-low, low and moderate income households and to consider whether Englewood's plan provides a realistic opportunity to satisfy the affordable housing need.

23. Notice of the Fairness Hearing was inconspicuously posted on Englewood's website advising the public of the date of the hearing. *See*

<https://www.cityofenglewood.org/DocumentCenter/View/3200/11-7-22-EJB-FINAL-FD-Notice-for-Fairness-Hearing-rev-11-20-22-003>.

24. Despite the purported opportunity to submit comments, as detailed below, numerous residents expressed at later City Council meetings that they were unaware of the opportunity to object to the Settlement Agreement, notice was not adequately provided, and as a result only a few residents were able to submit comments and/or appear and participate at the Fairness Hearing. By contrast, upon advertisement of the overlay zoning ordinance, hundreds of residents sought to appear and object to the adoption of the overlay zoning ordinance.

25. After holding the Fairness Hearing, on January 20, 2023, the Court entered an order approving the Settlement Agreement. Once the Settlement Agreement was approved, the City became contractually obligated to implement all of its requirements including the adoption of the overlay zoning. If it did not approve the overlay zoning ordinance, it would be in breach of the Settlement Agreement with FSHC.

B. The Housing Element and Fair Share Plan

26. Following the Court's Order approving the Settlement Agreement, on or about March 10, 2023, Englewood's Affordable Housing Planner prepared a Housing Element & Fair Share Plan (HEFSP), which intended to memorialize and incorporate into the City's Master Plan the affordable housing strategy set forth the terms of the settlement agreement with FSHC as approved by the Court.

27. Among other things the HEFSP noted that "Englewood is a fully developed community, with its little remaining vacant land characterized by environmentally sensitive features or constrained by contaminants." Nevertheless, to satisfy the provisions of the Settlement Agreement, the HEFSP detailed the manner in which Englewood's fair share affordable housing obligation are to be addressed, including the Third Round housing obligation.¹ The HEFSP sought to address the last category under the Settlement Agreement, the Third Round Prospective Need. Noting that the City has a Third Round RDP housing obligation of 819 units, and after various prior credits, yielded a total Prospective Need obligation of 724

¹ Englewood's 380 Unit rehabilitation share (less various credits to which the City was entitled) would be satisfied through a housing rehabilitation program funded through the City's Affordable Trust Fund and by participating in the Bergen County Housing Rehabilitation Program, and the City's prior round obligation of 152 Units was previously satisfied through various developments that have been implemented.

units. That number is comprised of two components; a realistic development potential (RDP) and Unmet need. The RDP under the Settlement Agreement was based on certain concrete already approved developments with affordable housing, totaling 76 units, rendering the City's Unmet Need at 648 units. The HEFSP thus purported to lay out a plan to satisfy that unmet need. One of the ways to address the unmet need, the HEFSP stated that "The City will create overlay zones for affordable housing at the prescribed densities . . . and requiring a 20% set-aside of affordable units." In order to produce 648 affordable housing units through inclusionary zoning, the City would have to allow the construction of an additional 3,200 total housing market rate units.

28. One of the ways to address the unmet need, the HEFSP stated that specific properties to be included within the overlay zones was appended to the document. The listing of the properties was exactly the same as in the Settlement agreement – identified only by tax block and lot number, not by any corresponding street name or other easily ascertainable way to determine the location of the property.

29. Notably, nothing in the HEFSP purported to explain why or how certain properties were designated for the overlay zones, or what impact overlay zoning would have on those areas. The HEFSP contains no rationale whatsoever for the location of the proposed overlay zones, particularly when some of those areas include flood zones, already densely populated areas, or areas containing single family homes.

30. Although some of the overlay zones being recommended are those in known designated FEMA flood zones, the HEFSP lacks any analysis of the impact that additional building will have on those areas, or whether such a development is buildable, approvable, and developable as defined by COAH's regulations. Indeed, Englewood acknowledged in a

memorandum on the City’s website that if there is development in flood zones “the drainage must be improved to meet the current (2023) standards” which are much more exacting than the standards that existed (*if* they even existed) when those properties were originally built. Yet there is no analysis or explanation as to what such additional drainage improvements would look like or cost or the impact that additional building in those areas would have. Moreover and significantly, NJDEP has recently increased the elevation at which habitable floors can be built by two feet which in effect also expands the acreage that is subject to flooding. NJDEP also requires a safe access path to residential units during the design flood event. Those guidelines are also not discussed or considered by the HEFSP.

31. The overlay zones were proposed in areas zoned for single family homes. If developers buy several single family homes within the overlay zone, they will build multi-unit high density inclusionary projects interspersed among and between those single family lots.

32. The HEFSP further proposed rezoning, areas containing historic landmarks and other noteworthy and important structures, such as the City of Englewood Public Library, the City’s Court, Police Department building, the Elks Ideal Lodge or the Englewood Field Club, which was founded in 1887 and is indicated by the New Jersey Department of Environmental Protection as eligible for designation as an historic site on the National Register of Historic Places.

33. The entire bare-boned “analysis” for the location of the proposed overlay zoning is the following, reproduced from the HEFSP

- a. The City will create overlay zones for affordable housing at the prescribed densities indicated in the following table and requiring a 20% set-aside of affordable units. A location map and listing of specific property's to be included within the overlay zones is appended to this document:

Table 25: Affordable Housing Overlay Zones

Site Id	Density per Acre
First Student Charter Bus (Block 2407, Lot 7; Block 2801 Lot 1)	35
Areas 1, 2, 3, 4, 6, 8, 10, 11, 12, 13, and 14 (CareOne)	15
Area 5	50
Area 7	35
Area 9	35

34. The only indication within the HEFSP of what housing density is being recommended for different areas is the labeling of areas by number, Area 1 through 14. That numerical designation does not appear in the body of the document but in a map in the Appendix on page 63. The area numbers for the different overlay zones are unreadable at a page scale of 8.5 inches by 11 inches.

35. In addition to its failure to provide any rationale for the location of the proposed overlay zones, the HEFSP does not project the amount of housing generated by the proposed rezoning or its impact on the community. In projecting the increase in multifamily housing over the next ten years due to the proposed overlay zones, the HEFSP states only that “[m]ultifamily residential development... is anticipated to grow due to increased market demand for such units as properties are redeveloped for multifamily development and as a result of implementation of the City’s affordable housing plan.” Although designed to address the City’s unmet need affordable housing obligation, the City stated publicly through the overlay zoning ordinance adoption process that the City will never meet its unmet obligation.

36. Because the Planning Board did not see the HEFSP until April 27, 2023 (even though a draft was available in early March), it was also unavailable to the public. It became

publicly available after the April 27, 2023 meeting but only upon request and was not posted to the Englewood website until July 11, 2023.

37. Although the Housing Element and Fair Share Plan had been prepared on March 10, 2023, it was not presented to the Planning Board until six weeks later, on April 27, 2023, **the date of the meeting at which the Board was informed it had to vote to approve the plan.**

38. During the April 27, 2023 Planning Board meeting, the Board was presented with the HEFSP and a presentation by the City Planner John P. Szabo, Jr. of Burgis Associates.

39. Much like in the HEFSP, Mr. Szabo's presentation discussed addressing Englewood's unmet need by creating overlay zones permitting inclusionary multifamily residential development. And like the HEFSP, Mr. Sarbo presented no rationale for the inclusion of the areas selected for overlay zoning.

40. The Planning Board minutes for the April 27, 2023 meeting indicate that the Board "had many questions and concerns, from both Board Members and members of the public, as to the Housing Element and Fair Share Process." The minutes further noted that the plan resulted from the settlement of the litigation between Englewood and the FSHC, "which the Planning Board was not a part of nor participated in." Thus, even though adoption of a Master Plan and its statutory components, including a HEFSP is an essential function of the Planning Board, the City excluded the Planning Board from the D/J Action and the resultant Settlement Agreement which contractually obligated the City to adopt the HEFSP.

41. Most significantly, in moving to approve the HEFSP, the Vice Chairman of the Planning Board emphasized the Planning Board's exclusion from the D/J action when he "noted for the record his outrage as to the manner in which this process has been handled" because the

Planning Board has just been informed of the settlement agreement and the plan at this meeting. The Planning Board Chairman echoed the same frustration during the later memorialization of the plan on August 8, 2023 explicitly putting on record at the Council meeting that the Planning Board received no notice or information until the night it was asked to vote on the plan, even though it had been in the works for a significant period of time.

C. Ordinance 23-22 and its Implementing Resolutions

42. On June 27, 2023, Ordinance 23-22 was introduced for its first reading - “An ordinance to amend and supplement chapter 250, titled “Land Use” creating affordable housing overlay zones.” Among other things, the Ordinance amended the establishment of districts in Article IX, §250-54 of the City Code to add three new Affordable Housing Overlay Zones (AHOs). It further amended the Zoning Map to add those Affordable Housing Overlay Zones and proceeded to list various properties by block and lot number and which new overlay zone it belonged to and, once again, failed to list those properties by street names or other commonly known characteristics. The Ordinance rezones 131 acres of the City. This was the first time since the November 1, 2023 Settlement Agreement that Englewood notified the public about what was happening.

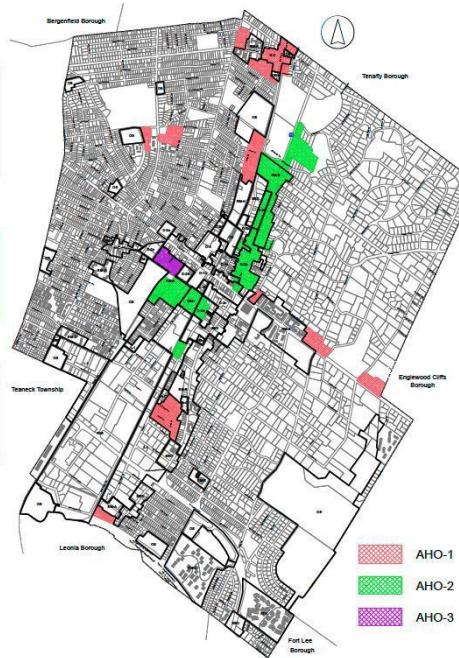
43. The Ordinance provided in relevant part, that “within the AHO Districts multifamily and single-family attached townhouse residential development of 15 units per acre and 40 plus in height shall be permitted” subject to the conditions in the Ordinance, and that “any residential development within the AHO zones shall be required to provide a minimum of 20% of the total number of units on-site to be constructed as affordable to low- and moderate-income eligible families.” The Ordinance listed various restrictions, limitations, and specifications of any

development, however the Ordinance permits greater density and height of the buildings with less buffers for open and green space.

44. The new standards under the Ordinance are depicted below:

	Density	Height	Height
	Units/Acre	Feet	Stories
AHO-1	15	40*	4
AHO-2	35	48	4
AHO-3	50	60	5

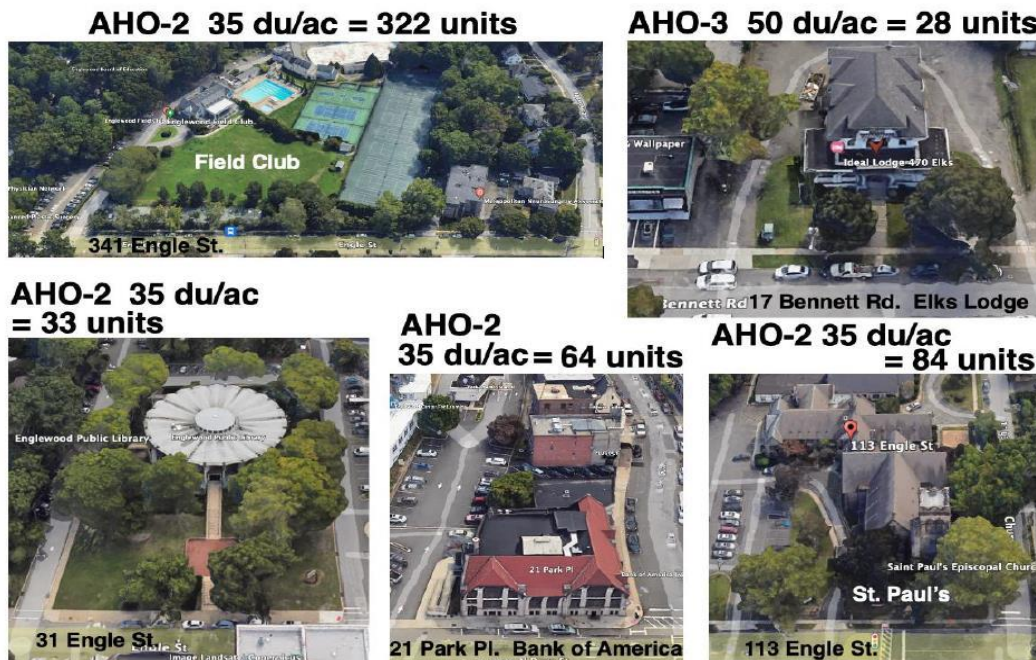
* Ordinance 23-22 changes the definition of building height so that sloping roofs can be higher than 40 feet.



45. Below are examples Overlay Zoning in established neighborhoods:



46. Below are additional special properties that were marked for overlay zoning:



47. Like the HESFP lays out, Ordinance 23-22 proposes building affordability housing apartments in the midst of single family homes with a multiple of 5 times of market rate units with approximately 1,000 apartment units being built in a floodplain. In other instances, historic sites and public buildings are zoned for affordability housing under the Ordinance.

48. One of the parcels designated by the Settlement Agreement, the HESFP, and Ordinance 23-22 that would be significantly upzoned with a 20% affordable housing requirement is the property located at 39 Park Place, Englewood, New Jersey, also known as Block 1203, Lot 5 on the Tax Map of the City of Englewood (the “Property”).

49. As it turns out, Mayor Michael Wildes, who, upon information and belief, was involved in the negotiations or participated of the Settlement Agreement, purchased the Property

within the overlay zone area eighteen days before the City Council approved the Settlement Agreement with FSHC on November 1, 2022.

50. In 2023, Mayor Wildes participated in City Council meetings and Mayor Wildes and Englewood Planning Board Attorney Douglas Bern, Esq., participated in Planning Board meetings in consideration of the HEFSP and Ordinance 23-22.

51. Specifically, on October 13, 2022, 39 Park Place, LLC purchased the Property. 39 Park Place, LLC, per its Certificate of Formation dated January 20, 2022, originally had two members, Mayor Michael Wildes and Peter Tiflinsky, and named Doug Bern as the Registered Agent. Subsequently, per an Amended Certificate of Formation filed on August 3, 2022, Mayor Wildes remained a member, and Doug Bern and Bruno Run, LLC, of which both Mayor Wildes and Mr. Bern are members, were also members.

52. Mayor Wildes and Mr. Bern have used information not generally available to the members of the public to procure a property being significantly upzoned pursuant to the Settlement, thereby creating the opportunity for a personal financial gain via 39 Park Place, LLC.

D. Passage of Ordinance 23-22 over Planning Board's finding of inconsistency with Master Plan, Mayor's veto of Ordinance, and Public Objections

53. On or about July 10, 2023, a notice concerning was mailed out to property owners advising that Ordinance 23-22 was introduced for a first reading at the City Council meeting the purpose of which was to establish new affordable housing overlay zones and proceeded to list the affected properties, again by the tax lot and block number only. No map was provided to inform the property owners (who could not tell by the lot/ block number) whether their properties were affected. The notice attached a copy of the Ordinance.

54. A copy of the Ordinance was published in The Record on July 13, 2023. The content of the notice advised that the Ordinance would establish new affordable housing overlay zones for the following properties (yet again depriving individuals of vital information to ascertain if his or her property is affected):

Block Lot(s) Affordable Housing Overlay Designation (AHO) 305 15 through 25 AHO-1 507 1 through 12 and 24.1 AHO-1 701 18.1 AHO-1 702 1 through 5 AHO-1 704 15.01, 16, 17, 18 AHO-1 704 11 AHO-1 705 4 through 10 AHO-1 707 1 and 8 through 12 AHO-1 709 5.01, 5.02, 9, 10, 11, 12, 13.1, 13.2, 14 AHO-1 1, 2, 4, 5, 15, 16, 17, 18, 19, 20, 21.1, 710 22.1 AHO-1 805 7 through 17.1 AHO-1 806 24 through 28 AHO-1 809 1 through 21 AHO-1 810 2.1 through 5 AHO-2 903 2 through 10 AHO-1 904 1 through 5.1 AHO-1 905 2, 4, 5 AHO-2 910 3 through 6 AHO-1 913 1 through 16 AHO-2 1006 19 through 23 AHO-2 1101 34 and 35 AHO-2 1102 22 and 23 AHO-2 1103 10 through 16 AHO-2 1105 1 and 11 through 15 AHO-2 1203 2, 3.1, 4.1, 5, 8 AHO-2 1204 15 through 18 AHO-2 1207 4, 5, 6.2, 6.3, 9.1, 10, 11 AHO-2 1208 6, 8.1, 9 AHO-2 1209 1.1, 15.1, 16.1, 17.1 AHO-2 1210 15 through 20 AHO-1 1601 22 through 27 AHO-1 1602 13 and 14 AHO-1 1902 5.1,7,8 AHO-1 2303 6 through 30 AHO-3 2304 9 through 35 AHO-3 2310 2.2 through 7 AHO-1 2311 1.1 AHO-1 2405 1.2 and 1.3 AHO-1 2406 1.2 and 1.3 AHO-1 2407 2 AHO-1 7 and part of 7 including Block 2801, Lot 1 plus a portion of the right-of-way per 2017 Area In Need of 2407 Investigation Report AHO-2 2409 Part of 2 AHO-1 2802 12 through 19 AHO-1 2902 4 through 21 AHO-1 2903 1 through 22 AHO-1 2904 1 through 11, part of 12, part of 18 AHO-1 2905 1, 2, 16 through 30 AHO-1 3009 8 through 19 and part of 7 AHO-1

55. The publication further advised that the Ordinance was introduced and passed on first reading at a Regular Meeting of the City Council of the City of Englewood on June 27, 2023 and that it will be considered for final passage at a meeting of the City Council to be held on August 8, 2023, at which time and place all persons who may be interested will be given an opportunity to be heard concerning said ordinance.

56. The Ordinance was subsequently referred to the Planning Board to determine its consistency with the Master Plan of the City in accordance with N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26.

57. On August 3, 2023, the Planning Board found that Ordinance No. 23-22 is **inconsistent** with the Master Plan.²

58. Among other inconsistencies, the Planning Board noted that the Ordinance “proposes greater height, more intense densities and larger development coverages that are significantly at variance with existing zoning” whereas the Master Plan has a “fundamental objective” to “**Maintain the Character of Neighborhoods**” by “**Preserving neighborhood character through compatible building types and character defining features. Protecting community character is important to all residents regardless of the size or type of the neighborhood. Identifying "character" of each neighborhood is the first step towards protection.**” (Emphasis in original, citing Master Plan at page 69).

59. The Planning Board stated that while new development opportunities are encouraged in the Master Plan, they must be “in appropriate locations.” Section 2 of the Ordinance – **the location of the proposed overlay zones** – was determined to be **inconsistent** with the Master Plan. The Planning Board recommended that it be “studied with transparency and public input to identify appropriate sites in appropriate neighborhoods where the Ordinance’s worthy objective of achieving affordable housing can be accomplished while maintaining the character of residential neighborhoods.” In other words, the very areas designated for affordable housing was explicitly determined to contravene Englewood’s Master Plan. Instead, the Planning Board suggested that alternate locations should be explored for the construction of affordable housing units.

² Ironically, in the memorializing resolution that adopted the HEFSP a month earlier, on July 27, 2023, the Planning Board stated it determined that the HEFSP “is not inconsistent with the goals and objectives of the City of Englewood’s 2014 Master Plan.”

60. No such alternative locations were explored, however. In fact, none of the comments by the Planning Board were taken into consideration by the City Council. Instead, the City Council proceeded with its plan to push the ordinance through despite the Planning Board's finding of inconsistency and observation that the location of the proposed areas zoned for affordable housing contravenes the "fundamental objective" of the Master Plan and disrupts the neighborhood and community character.

61. Just five days after the Planning Board determined that the Ordinance was inconsistent with the Master Plan and alternative locations should be considered, the City Council proceeded with a hearing to adopt the Ordinance anyway. The City Council held a meeting August 8, 2023 to consider the passage of Ordinance 23-22.

62. It was requested from the Mayor and the City Council that Community Planning Consultant Peter Steck be permitted to put on a presentation analyzing the Ordinance, its compliance with the law, and its logistical problems. Mr. Steck is a recognized expert in the field, whose services have been used by numerous municipalities planning their affordable housing compliance plans. The Council was even given a copy of Mr. Steck's report in advance of the meeting and asked that he be allotted 30 minutes to make a presentation. That request was ignored and Mr. Steck was allotted the same 3 minutes as the rest of the public.

63. The resident turnout at that meeting was unprecedented and it was evident that the population of Englewood vehemently opposed the Ordinance. The resident turnout was so overwhelming that the Englewood Municipal Courtroom (the regular venue for council meetings) could not accommodate the crowd that sought to participate at the hearing, and residents were shut out from the meeting.

64. Given the enormous public interest in the subject matter, the abnormally high attendance at this Council Meeting, and that the Municipal Courtroom (where Council Meetings take place in Englewood) would be too small to accommodate the expected crowd, was anticipated. The City Council was urged in advance to postpone the meeting and reschedule it to a later time, and have it take place at the Bergen County Performing Arts Center, so as to permit all interested members of the public to attend the meeting and participate. The Council rejected this commonsense recommendation, and as a foreseeable result, many members of the public were excluded from the meeting.

65. The Council Chamber was filled beyond capacity and the hallways were packed with people seeking to gain entry into the meeting. Police officers stood at the entrance to the municipal building and blocked many members of the public from entering, ostensibly due to building being at or beyond its permitted capacity.

66. Those who were able to speak at the meeting (and given a maximum of three minutes to voice their position, as opposed to the five minutes permitted by Englewood's official council meeting guidelines) all spoke out against the overlay zones. They expressed frustration and apprehensions about the overlay zones' potential implications.³ Residents shared serious concerns about additional infrastructure being built in flood hazard zones or already densely populated areas that already experience problems with traffic, parking, and safety. Residents expressed outrage and the lack of transparency and fairness in government, and how the Ordinance was rushed and agreed to behind closed doors. Residents complained that they had no notice of the settlement and in some instances no advanced notice of the Fairness Hearing in

³ The full video of the meeting is available at <https://www.youtube.com/watch?v=KaGuoJLaENo>

which they could have participated; many were unable to submit comments to the Court in time simply because they were kept in the dark about the process.

67. Indeed, nothing was provided to the public by the City Council, other than the Settlement Agreement and the Court Notice until July 11, 2023, when the first reading of the Ordinance took place. It took multiple attempts, by way of OPRA requests, to even get the City to produce the November 1, 2022 resolution and attachments concerning the settlement, and other affordable housing related documents.

68. Despite the public outrage of the residents in attendance (as some were shut out) and a prior finding of inconsistency with the Master Plan, the City Council approved the overlay zoning ordinance by a 4-1 vote. Mayor Wildes did not recuse himself from the hearing.

69. Although the Planning Board previously had determined that Ordinance No. 23-22 is inconsistent with the Master Plan, despite that inconsistency, the City Council determined to adopt the Ordinance anyway, and passed Resolution #267-08-08-23 purporting to set forth the “reasons” for doing so. Those “reasons” consisted of nothing more than reiterating the City’s attempt to comply with the settlement and advances its position in the D/J Action entitling it to a Judgment of Compliance and Repose confirming satisfaction of its affordable housing obligation and that the Ordinance consistent with the Settlement Agreement. In other words, the Resolution provides **no explanation** for how or why the overlay zones were selected, nor any analysis concerning the impact of this re-zoning, which is admittedly inconsistent with the Master Plan.

70. The Council also adopted Resolution #268-08-08-23, “Resolution endorsing the Housing Element and Fair Share Plan adopted by the City Planning Board on April 27, 2023 with a memorizing resolution adopted on July 27, 2023.”

71. Following approval of the Ordinance by the City Council, it was vetoed by the Mayor. The Mayor's statement of objections in reproduced below:



Englewood

MICHAEL WILDES Mayor, City Hall

P.O. Box 228 • Englewood, N.J. 07631 • (201) 871-6666

August 11, 2023

City of Englewood
2-10 N. Van Brunt Street
Englewood, NJ 07631

Attention: Yancy Wazirmas, City Clerk

RE: Veto of Ordinance 23-22

Dear Ms. Wazirmas:

In connection with Ordinance 23-22 which the Council passed on August 8, 2023, I offer the following.

Veto Message

Pursuant to the Charter of the City of Englewood, New Jersey, adopted on August 30, 1978, and N.J.S.A. 40:69A-41, Approval or Veto of Ordinances, I hereby veto Ordinance 23-22.

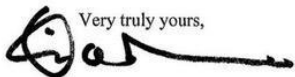
Statement of Objections

I am vetoing this Ordinance 23-22 largely for the reason expressed in the Englewood Planning Board's Resolution dated August 3, 2023 finding that the Ordinance is inconsistent with the Master Plan in failing to properly respect our residential zoning, failing to incorporate the Planning Board's suggested re-development study areas, and for an opaque process that has diminished public support for the governing process and our noble / historic efforts to continue to provide low and moderate income housing.

The Planning Board was clear that the Ordinance did not respect the character of our residential neighborhoods; specifically concerns for buffers; lighting; density; height and even permitting chain link fencing: all deemed to be incompatible with the integrity of our residential zones.

While the Planning Board adopted the City Planner's Revised Third Round Housing Element and Fair Share Plan, the City Council's implementing Ordinance 23-22 fails to preserve our goal of maintaining neighborhood character, fails to target development to blighted areas of the City, and was conducted in a fashion that has alienated our citizenry.

Finally, the City should litigate and push further on our robust inventory of low income/moderate income housing that we have historically provided, as a unique exemplar of equity in providing housing for our citizens.

Very truly yours,


MICHAEL WILDES,
MAYOR

2023 AUG 11 A 9:19
CITY OF ENGLEWOOD
ENGINEERING OFFICE
ENGLEWOOD, N.J.

72. However, like the Planning Board's finding of inconsistency, the Mayor's veto also did not hinder the passage of the Ordinance. A Special Council meeting was scheduled for August 22, 2023, the purpose of which was to discuss and take action on the Mayor's Veto of Ordinance No. 23-22, i.e., to override the Mayor's veto.

73. The August 22, 2023 Council meeting has been noticed as a remote meeting to be held telephonically and virtually by Zoom, even though no emergency of kind existed and any public health related emergency due to the COVID-19 pandemic had long ended. The City Council was advised by the undersigned firm that the scheduled Special Council meeting that was to take place via zoom was unlawful and in contravention of Open Public Meetings Act and urged the City Council to re-notice the meeting for a new date at a location which may accommodate the large, expected crowd of residents so that the public meeting may take place in compliance with applicable law.

74. The City Council, however, rebuffed the suggestion of moving the meeting to a larger location. Presumably realizing that the crowd turnout would be substantial, given the opposition that was voiced at its prior meeting, and perhaps believing it was easier to conduct the meeting via zoom than dealing with a massive amount of angry residents who showed up in person, the Council proceeded with its plan of a zoom meeting. Public comments were limited to 3 minutes per person.

75. As predicted, the Council voted to override the Mayor's veto and through the adoption of Resolution #272-08-22-23, entitled "Resolution to Override the Veto of Ordinance No. 23-22 relating to the creation of affordable housing overlay zones in the City of Englewood." Without any discussion concerning the Mayor's veto or the reasons for overriding

that veto and implementing the Ordinance (in the face of a Master Plan inconsistency), the City Council simply resolved that it overrides the mayor's veto and hereby duly adopts the Ordinance into law.

76. The City Council's resolution overriding the Mayor's veto was conveniently passed at the stroke of midnight the night before a Final Compliance hearing was held before Judge Farrington on August 23, 2023, where Englewood had to demonstrate that compliance with the terms of the Settlement Agreement.

77. Although it was raised to Judge Farrington that the Ordinance and resolutions that form the basis of the City's compliance with the Settlement Agreement were invalid on both procedural and substantive grounds (as set forth herein and below) and would subsequently be challenged in the instant prerogative writs action, Judge Farrington denied Plaintiffs' request to delay the final compliance hearing pending resolution of the prerogative writs action and granted Englewood a conditional final judgment of compliance subject to a few minor items that required correction, at which time, if those conditions are satisfied, a final order of compliance will be entered.

COUNT I

ORDINANCE 23-22 AND RESOLUTION NOS. 267-08-08-23, 268-08-08-23 AND #272-08-22-23 SHOULD BE INVALIDATED AS INCONSISTENT WITH ENGLEWOOD'S MASTER PLAN WITH NO REASONS PROVIDED FOR THE DEVIATION

78. Plaintiffs repeat each and every allegation contained hereinabove as if set forth at length.

79. The Englewood Master Plan was adopted in 2014 by the Planning Board in conformance with the MLUL. Prior to the adoption of its Master Plan, the City engaged in a

robust public process, which included the establishment of two committees: The Municipal Advisory Committee (Mayor, City Manager, Engineer, Council and Planning Board members) and the Stakeholder Committee which included representatives from Englewood's business, civic, religious and community organizations with deep knowledge of Englewood and for their connections to people and institutions in the community. Those committees conducted three public workshops from June 2012 through March 2013 with hundreds of participants. This robust public process resulted in the adoption of the Master Plan.

80. The Master Plan notes that Englewood is divided into four Wards, which represents a wide diversity in neighborhood building types from apartments in mixed use, urban settings to compact houses, to expansive homes. Protecting neighborhood character was a primary concern of the Master Plan participants including ensuring that multifamily homes do not dominate traditionally single-family neighborhoods and protecting against overcrowding schools. As a result, a guiding principle in the Master Plan is to "respect, maintain and enhance the character of all neighborhoods and make quality of life improvements within them.

81. The iterative public process resulting in the 2014 Master Plan, which is legally effective until 2024, was obliterated when the City Council, without notice to the community and its stakeholders, adopted the Settlement Agreement with FSHC that contractually obligated the City to adopt a multi-family high density overlay zoning ordinance over single family residential area in all four Wards; flood prone areas, and historic properties, which was subsequently effectuated through the adoption of Ordinance 23-22.

82. The Ordinance was referred to the Planning Board to determine consistency of the Ordinance with the Master Plan and the Planning Board, in turn, determined that the Ordinance

was inconsistent. Among other things, the Planning Board took issue with the location of the proposed overlay zones, finding that such additional construction would disrupt the community character in contravention to the Master Plan. The Planning Board suggested that other sites should be considered “with transparency and public input” to achieve the dual goal of affordable housing while maintaining the character of residential neighborhoods.

83. The City Council, however, utterly ignored the Planning Board’s consistency determination and its recommendation to involve the community and find alternative locations for the proposed projects.

84. No reason whatsoever was given by the City Council supporting its obliteration of the City’s Master Plan. were given by the Planning Board nor the City Council supporting the obliteration of the City’s Master Plan.

85. N.J.S.A. 40:55D-64 requires the referral of any proposed zoning ordinance or amendment to the municipal planning board.

86. N.J.S.A. 40:55D -26 defines a planning board's function in this regard. It provides, in part, that prior to the adoption of an amendment to a zoning ordinance, “the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed ... amendment which are inconsistent with the master plan and recommendations concerning these inconsistencies....”

87. N.J.S.A. 40:55D-62a authorizes a governing body to adopt and amend zoning ordinances “substantially consistent” with the land use element of the master plan. If, however, a zoning ordinance or amendment is inconsistent with the Master Plan, the governing body may adopt it with “affirmative vote of a majority of the full authorized membership of the governing

body” provided that “the governing body's reasons for deviating from the master plan must be expressed in a resolution and recorded in its minutes.”

88. As determined by the Planning Board, Ordinance 23-22 is inconsistent with the Englewood’s Master Plan. The City Council, however, failed to provide any reason for deviating from the master plan in the resolution.

89. Resolution #267-08-08-23 did nothing more than state that Englewood is adopting the Ordinance in conformance with the requirements of the Settlement Agreement. However, no reasons were provided why, in the face of a Master Plan inconsistency as substantial as the one that exists – disrupting the entire character of the neighborhood- the Ordinance had to be adopted rather than exploring alternative locations where the overlay zones would be consistent with the Master Plan.

90. The failure to articulate reasons to deviate from the Master Plan renders the Ordinance invalid.

COUNT II

ORDINANCE 23-22 AND RESOLUTION NOS. 267-08-08-23, 268-08-08-23, AND #272-08-22-23 SHOULD BE INVALIDATED AS ARBITRARY, CAPRICIOUS, AND UNREASONABLE

91. Plaintiffs repeat each and every allegation contained hereinabove as if set forth at length.

92. N.J.S.A. 40:55D-62 provides among other things that a zoning ordinance “shall be drawn with reasonable consideration to the character of each district and its peculiar suitability for particular uses and to encourage the most appropriate use of land.” Additionally, “[t]he regulations in the zoning ordinance shall be uniform throughout each district for each class

or kind of buildings or other structure or uses of land, including planned unit development, planned unit residential development and cluster development...”

93. Ordinance 23-22 fails to consider the character of each district and suitability of use.

94. The HEFSP, and subsequently, Ordinance 23-22 that implements it commits Englewood to creating overlay districts for a housing need of 640 affordable units. The mechanism employed is inclusionary housing wherein for every five new dwelling units created, one or 20 percent is to be reserved for low or moderate income households. As such, to create 640 affordable units in the overlay zones, a total minimum of 3,200 new dwelling units must be built. [20% x 3,200 units = 640 affordable units.] Those units are proposed to be scattered over 131 acres of land all over Englewood and include areas that are not suitable for the construction of affordable housing units.

95. Ordinance 23-22 permits the construction of townhouses and multifamily in areas that previously only allowed single-family detached homes. It encourages developers to buy out current homeowners and construct multi-family buildings in the midst of streets containing single family homes.

96. Some of the overlay zones being recommended are those in known designated FEMA flood zones, with the City conceding that improvements would need to be made to the drainage system. However, based on the information publicly available, those required “improvements” have not been specifically identified, nor has there been any analysis into whether they are physically possible or financially feasible.

97. Englewood is especially prone to flooding; any major rainfall brings about flooding in parts of the City. Tropical storms have been documented to cause substantial damage. Indeed, nearly thirty percent of the proposed lots are in the FEMA Flood Hazard Zone.

98. The Ordinance further proposes rezoning areas containing historic landmarks and other noteworthy structures.

99. The proposal of overlay zones containing multi-family dwellings adjacent to single family homes, construction in flood zones, and zoning historic landmarks is “bad planning” and not “suitable” in contravention to statutory and decisional precedent.

100. The Ordinance was not drawn with consideration of the character of each district and suitability of appropriate uses of land.

101. In adopting the Ordinance, Englewood failed to consider, or purposefully disregarded, the impacts of the zoning change and the development of on the City and its neighborhoods.

102. The Ordinance is inconsistent with the Mt. Laurel doctrine because it constitutes bad planning.

103. Ordinance No. 23-22 and its implementing regulations are therefore arbitrary, capricious and unreasonable.

COUNT III

ORDINANCE 23-22 AND RESOLUTION NOS. 267-08-08-23, 268-08-08-23, AND #272-08-22-23 SHOULD BE INVALIDATED FOR FAILURE TO PUT FORTH FINDINGS SUFFICIENT TO WARRANT THE ADOPTION OF THE ORDINANCE

104. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth at length herein.

105. As explained at length above, Ordinance 23-22 proposes rezoning areas containing single family homes, historic landmarks and other noteworthy structures, with no information from the City about why those zones were selected.

106. As explained at length above, Ordinance 23-22 proposes layover zoning in areas prone to flooding with admitted need for the construction of improvements to the drainage system. Yet, no explanation or analysis concerning what those improvements would look like or how they would impact current residents was provided.

107. Planning Board found that the Ordinance was inconsistent with the Master Plan.

108. The Planning Board did not even have a fair opportunity to review the HEFSP. The Planning Board received the draft document on April 27, 2023 and was told it had to be approved on that evening, whereas the document was drafted on March 10. It is clear that the overlay zones was not chosen by the Planning Board and was simply rubber-stamped because the Board was told that it had to approve the plan.

109. The Planning Board found that the Ordinance was inconsistent with the Master Plan.

110. The City Council failed to make requisite or comprehensive findings of fact sufficient to warrant adoption of Ordinance 23-22.

111. The failure of the members of the Council to set forth adequate findings caused the adoption of Ordinance 23-22 to be defective and invalid.

COUNT IV

ORDINANCE 23-22 AND RESOLUTION NOS. 267-08-08-23, 268-08-08-23, AND #272-08-22-23 SHOULD BE INVALIDATED AS TAINTED BY A CONFLICT OF INTEREST

112. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth at length herein.

113. Both Mayor Wildes, as a member of the Planning Board, and Mr. Bern, as Planning Board attorney, were, upon information and belief, participated in the negotiation and/or the implementation of the Settlement Agreement and the Planning Board's later adoption of the HEFSP, the provisions of which Ordinance 23-22 was intended to implement.

114. Under the proposed Ordinance, several specific parcels in the City are to be significantly upzoned with a 20% affordable housing requirement as set forth in the Settlement and the Housing Element, one of which is the Property in which both Mayor Wildes and Mr. Bern hold a financial interest, as set forth above.

115. The purchase of the Property that benefitted from the Settlement by an entity that Mayor Wildes and Mr. Bern had an ownership interest in immediately before the Settlement was finalized, demonstrates a patent conflict of interest.

116. The financial interest of those individuals in the Property contravenes N.S.J.A. 40A-9-22.5, "Code of Ethics for Local Government Officers or Employees Under Jurisdiction of Local Finance Board."

117. Mayor Wildes and Mr. Bern have used information not generally available to the members of the public to procure a property being significantly upzoned pursuant to the Settlement, thereby creating a financial gain for themselves via 39 Park Place, LLC.

118. Mayor Wildes and Mr. Bern's clear conflict of interest taints both the Settlement and HEFSP, which was ultimately implemented through Ordinance 23-22 and the attendant resolutions.

119. The Ordinance and the implementing Resolutions must, therefore, must be invalidated as tainted by such conflict.

COUNT V

ORDINANCE 23-22 AND RESOLUTION NOS. 267-08-08-23, 268-08-08-23, AND #272-08-22-23 SHOULD BE INVALIDATED FOR EXCLUSION OF THE PUBLIC TO ATTEND THE HEARINGS IN VIOLATION OF OPMA

120. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth at length herein.

121. OPMA's purpose is well-defined and unequivocally declared at the outset of the Act. N.J.S.A. 10:4-7 provides, in pertinent part:

The Legislature finds and declares that the right of the public to be present at all meetings of public bodies, and to witness in full detail all phases of the deliberation, policy formulation, and decision making of public bodies, is vital to the enhancement and proper functioning of the democratic process; that secrecy in public affairs undermines the faith of the public in government and the public's effectiveness in fulfilling its role in a democratic society, and hereby declares it to be the public policy of this State to insure the right of its citizens to have adequate advance notice of and the right to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon in any way except only in those circumstances where otherwise the public interest would be clearly endangered or the personal privacy or guaranteed rights of individuals would be clearly in danger of unwarranted invasion. The Legislature further declares it to be the public policy of this State to ensure that the aforesaid rights are implemented pursuant to the provisions of this act so that no confusion, misconstructions or misinterpretations may thwart the purposes hereof.

122. The Defendants publicized a public hearing on August 8, 2023 to discuss the passage of Ordinance 23-22.

123. The anticipated large turnout at the August 8 meeting was not unexpected. Englewood residents are opposed to the Ordinance and that opposition was well known to Englewood.

124. The City council held the meeting without making accommodations for the large turnout.

125. Indeed, it was suggested and recommended to the City Council in advance of the meeting that it should be held at a larger venue such as the Bergen PAC to accommodate the overwhelmingly large turnout that was anticipated. The Council rejected the suggestion, and as a result, as anticipated, many members of the public could not attend the meeting.⁸⁴ Many

126. Members of the public were turned away at the door as there was not even standing room available. The Council chambers, hallways, and stairs were packed with members of the public that could not gain access into the hall or the Council chambers.

127. Defendants failed to make arrangements to have the public hearing on Ordinance No. 23-22 at another venue that would have accommodated all members of the public that wished to attend the public hearing and speak at that meeting.

128. The City Council subsequently held another meeting to discuss the Mayor's veto of Ordinance 23-22 on August 22, 2023, which was conducted virtually by Zoom.

129. N.J.S.A. 10:4-9.3 only permits public bodies to conduct meetings by electronic means "during a period declared pursuant to the laws of this State as a state of emergency, public health emergency or state of local disaster emergency[.]" While virtual meetings became commonplace as a result of the COVID-19 pandemic, Governor Murphy ended the COVID-19 Public Health Emergency on March 4, 2022 pursuant to Executive Order 292. The federal public

health emergency related to the COVID-19 pandemic ended on May 11, 2023. There are currently no ongoing declared public health emergencies or local disaster emergencies in effect which permit the City Council to conduct a Special Council Meeting electronically pursuant to N.J.S.A. 10:4-9.3.

130. Accordingly, the City Council's election to conduct the scheduled Special Council Meeting via Zoom is unlawful and in contravention of the OPMA.

131. The exclusion of members of the public who wanted to attend the public hearing on Ordinance No. 23-22 on August 8, 2023, the conducting of the meeting to override the Mayor's veto by way of Zoom in August 22, 2023 and the limitations placed on the public to express their viewpoints to three minutes were arbitrary, capricious and unreasonable and it violated the Open Public Meetings Act, the Municipal Land Use Law, and was a denial of due process.

132. For those reasons, any action taken as a result of those meetings – namely, the adoption of Ordinance 23-22 and the attendant Resolutions – should be invalidated.

WHEREFORE, the Plaintiffs demand judgment against the Defendants invalidating Ordinance No. 23-22, and Resolution Nos. 267-08-08-23, 268-08-08-23, and #272-08-22-23 and awarding attorneys' fees, costs of suit and such other relief as the Court deems just and equitable.

PASHMAN STEIN WALDER HAYDEN, P.C.
Attorneys for Plaintiffs

BY: /s/ Andrew Bayer
Andrew Bayer

Dated: June 12, 2023

CERTIFICATION

I hereby certify pursuant to R. 4:5-1 that to our knowledge the matter in controversy is not the subject of any other action in any Court or of a pending arbitration proceeding except for the Declaratory Judgment Action proceeding under BER-L-4069-19, and that to our knowledge no other action or arbitration proceeding is contemplated. We further certify that to our knowledge no other party should be joined in the within action.

PASHMAN STEIN WALDER HAYDEN, P.C.
Attorneys for Plaintiffs

BY: /s/ Andrew Bayer
Andrew Bayer

Dated: September 22, 2023

DESIGNATION OF TRIAL COUNSEL

Andrew Bayer has been designated as trial counsel for the plaintiffs in this matter.

PASHMAN STEIN WALDER HAYDEN, P.C.
Attorneys for Plaintiff

BY: /s/ Andrew Bayer
Andrew Bayer

Dated: September 22, 2023

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-005110-23

Case Caption: ENGLEWOOD ONE COMMUNITY, INC. VS CITY OF ENGLEW

Case Initiation Date: 09/22/2023

Attorney Name: ANDREW BAYER

Firm Name: PASHMAN STEIN WALDER HAYDEN, PC

Address: COURT PLAZA SOUTH, EAST WING 21 MAIN ST, STE 200E
HACKENSACK NJ 076017054

Phone: 2014888200

Name of Party: PLAINTIFF : ENGLEWOOD ONE COMMUNITY, INC.

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: ACTIONS IN LIEU OF PREROGATIVE WRITS

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: ENGLEWOOD ONE COMMUNITY, INC.? NO

Are sexual abuse claims alleged by: HORACE H RAGBIR? NO

Are sexual abuse claims alleged by: AMY BULLOCK? NO

Are sexual abuse claims alleged by: JAMES S COHEN? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

09/22/2023
Dated

/s/ ANDREW BAYER
Signed