

FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
Joshua D. Bauers, Esq.
Ashley J. Lee, Esq.
Esmé M. Devenney, Esq.
Ariela Rutbeck-Goldman, Esq.
Joelle L. Paull, Esq.

February 27, 2026

Via eCourts and Electronic Mail

Hon. Lina P. Corrison,
Superior Court of New Jersey
Bergen County Justice Center
10 Main Street, Floor 3
Hackensack, NJ 07601

**Re: IMO the Application of the Borough of Montvale, County of Bergen,
Docket No. MRS-L-750-25**

Dear Judge Corrison:

Please accept this letter from Fair Share Housing Center (FSHC) in response to the correspondence filed by H&R Montvale, LLC, SHG Montvale MD, LLC, SHG Montvale VI, LLC, and The Hekemian Group, LLC (collectively “SHG”) today in the above-captioned matter.

Before any schedule is set, the Court should compel the parties, the Borough of Montvale (the “Borough” or “Montvale”) and SHG, to immediately produce (and file on the docket) a copy of the agreement that was authorized to be executed on December 29, 2025 pursuant to Resolution 221B-2025. Despite FSHC’s repeated prior requests, no copy of the purported agreement has been provided, even though more than two months have passed since the conclusion of the Affordable Housing Dispute Resolution Program (the “Program”).

This agreement is allegedly intended to help meet Montvale’s fair share obligations, and continuing to withhold it from review deprives all involved of the opportunity to evaluate how it impacts the constitutional rights of low- and moderate-income households. Indeed, Judge Skillman long ago recognized that in the Mount Laurel context “there must be assurance that a settlement is consistent with the best interests of lower income persons” and review of any such agreement entered into by towns and developers. Morris Count Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 366–67 (Law Div. 1984) (Skillman, J.), aff’d o.b., 209 N.J. Super. 108 (App. Div. 1986). This is because “[a] plaintiff developer and defendant municipality have complementary objectives . . . which are likely to result in an agreement which does not advance the goals of Mount Laurel” because a town often improperly wants as little affordable housing as possible and developers just want approval of their projects. Id. at 367–68. This risk is mitigated when a “public interest organization” like FSHC is involved because they will reject a settlement that is not “in the best interests of the people it represents” and Mount Laurel is designed to serve. Id. at 368.

Here, there is legitimate concern that the Borough and SHG may intend to proceed under an agreement that violates the Program’s recommendation and deprives the protected class of their constitutional rights. The absence of disclosure leaves it unclear whether the Borough and SHG

are attempting to move forward with an arrangement that is inconsistent with what the Program already deemed impermissible.

If the Borough and SHG have or nevertheless intend to proceed to enter into an agreement concerning the proposed data center in disregard of the Program's recommendation, FSHC intends to move to strip the Borough of its immunity. And the Borough should be enjoined from entering into or acting under any agreement that contravenes the Program recommendation.

Thank you for Your Honor's attention and consideration.

Respectfully submitted,

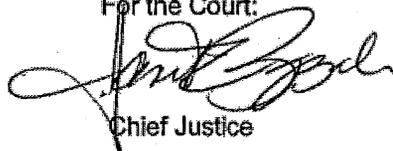
A handwritten signature in black ink, appearing to read "Esmé M. Devenney".

Esmé M. Devenney, Esq.
Counsel for Fair Share Housing Center

SUPREME COURT OF NEW JERSEY

Pursuant to Rule 1:13-2(a), it is ORDERED that the payment of filing fees, other fees, and charges of public officers for service of process in connection with actions filed by the Fair Share Housing Center shall be waived; this Order is effective immediately and until further order of the Court.

For the Court:

A handwritten signature in black ink, appearing to read "Robert G. G. Suter", is written over a vertical line. The signature is fluid and cursive.

Chief Justice

Dated: January 16, 2007

