

Old Bridge (0+4), U.L. v. Carter +

(1985)

proposed settlement approved by Twp Committee

+ copy

~~11~~ 8 pgs

CAD00051P

Approved 6-2 by Tp Committee
in Exec Session 3/18/85

PROPOSED TERMS OF MOUNT LAUREL SETTLEMENT BETWEEN
TOWNSHIP OF OLD BRIDGE, OLYMPIA & YORK AND WOODHAVEN VILLAGE

1. The Township of Old Bridge will be responsible for no municipal contributions. *except see A9 Some other fee waivers*
2. The Developers shall be responsible for a 12% mandatory set-aside (50% - low and 50% - moderate), as follows:

	<u>O & Y</u>	<u>Woodhaven</u>
Total Units	13,200	7,275
Mt. Laurel Units	1,584	873
Least Cost Units	528	291

*Phase the
M/L up first*

*✓ More low
✓ Rentals
✓ sliding scale*

3. The Developers shall further be responsible for an additional 4% for least-cost units (not to exceed 120% of median income) *90% of median max*

(2:1 gpe)



4. The Developers are entitled to the foregoing numbers of units. The Developers may, at their option, submit a General Development Plan, which shall show the overall number of units, a generalized location of the units with density ranges, a generalized circulation plan, location and intensity of non-residential development, and the general location and amount of open space and land amounts reserved for community facilities. The Planning Board shall review

the General Development Plan and conduct a public hearing thereon. Upon adoption, the General Development Plan vests the right to develop the Developer's properties in accord with the General Development Plan for a period of 20 years.

5. Provided that, in no event, shall there be more than 2,131
1 low-and moderate-income units to be built in the Township by 1990. If the number is reached prior to that time, the provision of Mount Laurel units shall cease until and unless a further Mount Laurel "fair share" obligation is set. In that event, however, the Developers shall maintain their vesting for the non-Mount Laurel units and shall continue to be entitled to application and building rights with respect thereto.

*future f-sh
shd be allowed
w/ wood*

6. The mandatory set-aside of 12% low-and moderate shall be applied to all PUD zones in the municipality.
7. The fast-tracking and other ordinance revisions being negotiated shall be implemented.
8. Adequate provision of water supply, in quantities and quality satisfactory to the Developers, shall be accomplished. Unless an agreement is reached with the Old Bridge Township Municipal Utilities Authority, the issue

will proceed to litigation.

9. Old Bridge shall waive any and all inspection and approval fees with respect to the low-and moderate-income housing.

10. The screening and qualification of low-and moderate-income residents for the Mount Laurel housing shall be done by a public agency to be agreed upon. *Set this up in k*

11. In the event of the passage of pending legislation with respect to Mount Laurel litigation (in substantially the same form as Senate Bills 2046, 2304 and Assembly Bill 3302), the parties agree that the substantive benefits arising therefrom shall be available to them; provided, however, that any moratorium or other portion of such legislation shall not affect:

a. The total number of market units which the Developers signatory to this agreement may build as a consequence of paragraphs 2-4 of this agreement;

b. the phasing or scheduling of the market units which the Developers signatory to this agreement may build, except that the construction of residential units may be delayed until March, 1986. Such delay in the commencement of construction shall not affect the Developer's ability to construct roads, sewers, and all other necessary infrastructure to serve the

*NO?
No recall of
from there*

*he
don't waive
right to collect
or construct the
legislation*

development.

12. The parties waive no rights under traditional zoning and planning law to contest or dispute zoning provisions or conditions.

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