UL v. Carteret (Oldbridge)

Eric Neisser Affidavit in Support of P's motion for court-imposed remedy (1985)

+ Order for the appointment of a master
+ affidavit in opposition to motion for restraining order
+ proposed terms of settlement (O+Y)

Yellow sticky note #3029

55 pgs

Comment - all pgs previously grouped/stapled together

CA000077V

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URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al., Plaintiffs, v. THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, et al., Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION - MIDDLESEX COUNTY No. 4122-73 AFFIDAVIT (Old Bridge)

ERIC NEISSER, being duly sworn, deposes and says:

1. I am co-counsel for the Urban League plaintiffs and make this affidavit in support of plaintiffs' motion for a Court-imposed remedy in this action.

2. On July 9, 1976, Judge Furman of this Court entered a Judgment after a full trial holding the zoning ordinance of Old Bridge to be unconstitutional, directing the Township "to enact or adopt new zoning ordinances to accommodate [its] respective fair share allocation of low and moderate income housing ...within ninety (90) days of the entry of this Judgment" and retaining "jursidiction over the pending litigation for the purpose of supervising the full compliance with the terms and conditions of this Judgment." Judgment, Paras. 15, 16, 17. (A

copy of that Judgment is annexed hereto and made a part hereof as Exhibit A.) Unlike seven other towns in a comparable situation, the Township of Old Bridge did not appeal that Judgment, nor has it ever complied with it.

3. On January 26, 1984, Judge Serpentelli of this Court granted Urban League plaintiffs' motion to modify and enforce the Judgement entered on July 9, 1976, and directed further proceedings leading to a compliance hearing. (Exhibit B.) On July 13, 1984, this Court entered, pursuant to a Stipulation between the parties, an Order and Judgment as to Old Bridge determining that the Township's fair share obligation through 1990 was 2414 units of low and moderate income housing, that the Township was entitled to credit for 279 units, and that the remaining obligation was 2135 units. The Order and Judgment also specified that the then-existing zoning ordinance of the Township was unconstitutional and directed the parties to seek agreement on necessary rezoning within 45 days or seek appointment of a Master who would report to the Court on proposed revisions within 45 days of appointment. (Exhibit C). On November 13, 1984, on the Urban League plaintiffs' motion, this Court entered an Order appointing Carla Lerman as Master and directing her, pursuant to Paragraph 5 of the Order of July 13, 1984, to report within 45 days to the Court her "recommendations for revision of the ordinances of the Township of Old Bridge." (Exhibit D). By letter-order dated January 21, 1985, this Court extended "the

compliance period for Old Bridge to January 31, 1985." (Exhibit E). No further extension has been formally granted, no agreement among the parties has been reached, and the Master has not yet been asked to submit formally her recommendations to the Court. Faced now with a total breakdown in useful negotations between the parties, as described below, the Urban League plaintiffs hereby request that the Court formally direct the Master to submit her recommendations forthwith, with a compliance hearing to be scheduled immediately thereafter if there are objections to her recommendations by either the Township of Old Bridge or the Urban League plaintiffs.

4. During the year since the entry of this Court's Order of July 13, 1984, the Urban League plaintiffs, O & Y Old Bridge Development Corporation, Woodhaven Village, Inc., the Township Council and the Planning Board of Old Bridge have, through their attorneys and planning consultants and with the assistance of the Master, met or conversed innumerable times to seek agreement on a compliance plan for Old Bridge. Although the discussions during the first four months proved unsuccessful and the plaintiffs accordingly invoked Paragraph 5 of the July 13, 1984 Order for appointment of a Master, meetings continued throughout the subsequent eight-month period seeking to achieve a voluntary settlement among the parties, rather than a formal recommendation by the Master as required by the July 13 and November 13 Orders. However, no agreement has yet been reached and it appears clear

in light of the facts outlined below, that there is no hope of such an agreement.

5. Subsequent to the apppointment of the Master, there were a series of large meetings involving attorneys and planning consultants for the various parties and the Master. During one meeting on February 11, 1985, O & Y presented to all parties and the Master a written Proposal for the Provision of Mount Laurel II Housing which incorporated the main concepts that had been discussed for some time. At that meeting, the Urban League also responded orally to a series of questions regarding this proposal presented by the Township Council in the form of a letter from its attorney. On February 15, 1985, the Urban League presented to the Master and all parties a detailed written response generally endorsing the O & Y Proposal, but indicating the areas of client concern requiring further negotiation. Specifically, because our housing development expert, Alan Mallach, agreed that the special circumstances of the Old Bridge housing market and the substantial infrastructure needed for new development there justified some reduction in the standard 20 percent set-aside requirement and our client believes that the greatest need is for rental housing, the Urban League indicated that it could accept a one-sixth (16 2/3 percent) set-aside if the bulk of the Mount Laurel units were in the form of rental housing provided by a non-profit corporation that could issue tax exempt bonds to finance purchase of the lower income units from the builders.

However, on February 21, Jerome Convery, attorney for the Township, informed me in a telephone conversation that the Council had unanimously rejected all proposals involving the non-profit corporation without suggesting further negotiation or presenting an alternative proposal.

6. Therafter, the two developer plaintiffs and the Township negotiated a new and completely different settlement without consultation with the Urban League plaintiffs. At a conference on March 30, John Payne, my co-counsel, was handed a copy of the agreement by Mr. Convery and told that it had been approved by the Council on March 28 by a vote of 6-2. A copy of that proposed agreement was submitted by Mr. Convery to this Court as an exhibit to his Affidavit sworn on April 4, 1985. A copy of his Affidavit and the exhibit is attached hereto and made a part hereof as Exhibit F.

7. In his Affidavit, Mr. Convery stated under oath that "there has been agreement (original emphasis) between the Township of Old Bridge, Woodhaven Village, and O & Y Old Bridge Development Corporation in this matter.... [A] meeting was held in Woodbridge on March 22, 1985 and agreement in principle was reached concerning all issues discussed. The meeting concluded with the agreement that Dean Gaver, Esq. would prepare a written memorandum of the settlement proposal. This written memorandum would include the details as to acreage and number of units to be

built.... I, in fact, received the written memorandum at 5:30 P.M. on March 28, 1985, hand delivered by messenger, so that same could be discussed with the Township Council. On March 28, 1985, the written proposal was discussed by the Township Council in Executive Session. See written Proposal of Settlement attached hereto as Exhibit A. On March 30, 1985, ... I indicated to Dean Gaver, Esq. that the settlement proposal had been discussed with the Township Council and that the written memorandum accurately reflected the proposed settlement." Exhibit F, Paras. 4-8.

8. For reasons set forth in our letter to the Court, dated April 26, 1985, (Exhibit G), Urban League plaintiffs believed that the 16 percent set-aside contained in the March 28 Proposal of Settlement, consisting of 12 percent low and moderate income units and 4 percent least cost housing, defined as affordable to households earning up to 120 percent of median income, was unreasonable because there appeared no economic justification for such a substantial reduction from the normal 20 percent set-aside of 10 percent low income and 10 percent moderate income units. Therefore, although we were "not optimistic" at the end of April "that agreement could be reached" and believed "that the time is rapidly approaching for us to request that the Court intervene," we agreed to review the Woodhaven submission and "to arrange a further settlement meeting in one last effort to conclude this matter without Court action." Exhibit G, p.2. However, we clearly stated that, should "solid progress towards an agreement" not be

made, we would request, at the May 10 hearing on the Oakwood at Madison and Old Bridge water restraint motions, that the Court "instruct Ms. Lerman to submit a report on compliance" and "[a]fter Ms. Lerman has reported, the recommended plan could be set down for hearing." Exhibit G, at p.2.

9. In fact, further discussions proved fruitful. Meetings among attorneys for the builder plaintiffs and Urban League plaintiffs occurred in late April and early May. Mr. Convery was unable to attend because he was involved in a trial on another matter but in a telephone conversation on May 6, he expressly gave me his consent to having discussions among the plaintiffs continue in his absence. At the May 10 hearing, the Court directed Ms. Lerman to meet with the parties to determine where the matter stood. Discussions that day made further progress and it was agreed that it might prove helpful for Ms. Lerman to meet separately with each party. On May 20, Ms. Lerman met with Roy Epps, Executive Director of the Urban League, Mr. Payne and myself and again progress was made. She subsequently communicated with the other plaintiffs' lawyers and/or clients.

10. By early June, agreement was reached, with the Master's assistance, among the builder-plaintiffs and the Urban League. This agreement was communicated to Mr. Convery when his trial concluded at the end of May and he promised to present it to the Council as soon as feasible. In that connection, he requested,

both from Ms. Lerman and from myself, written statements outlining the agreement for presentation to the Council. Copies of Ms. Lerman's letters to Mr. Convery of June 7 and 11, 1985 setting forth the key provisions of the agreement (Exhibits H and I) were sent to the Court as well as all the parties and my letter of June 11 and the attached Key Provisions of Proposed Agreement Concerning Old Bridge Compliance Plan was distributed to the Master and the parties and is now formally released to the Court for clarification. (Exhibits J). The cornerstone of this settlement was a 15 percent set-aside, 6 percent low income and 9 percent moderate income, for the builder-plaintiffs and a 16 percent set-aside, split evenly between low and moderate income units, for other developers in the existing PD zone, with the proportion of low income units in each instance to be lower if those units were rental rather than sales units.

11. This agreement was to be presented to the Old Bridge Council at its executive session on June 13. However, on the afternoon of June 13, Mr. Convery called to inform me that because of some unexpected health problems and employment obligations affecting attendance, the matter would be put off until Monday night, June 17. The matter was apparently put off again to the following week's meeting on June 24th. On June 26, I was informed by Ms. Lerman that she had attended the June 24 meeting and that the Council had some questions about the number of housing units in the settlement as well as the overall 15

percent set-aside and that questions had been raised as to the applicability and impact of the Mount Laurel legislation scheduled for passage that Thursday. In a conversation on June 28, I asked Mr. Convery why the Council had had questions as to the number of units in the proposed settlement, because the numbers in Ms. Lerman's letter of June 7 -- 13,200 total units for O & Y and 7,275 total units for Woodhaven -- were exactly the same as in the March Agreement approved by the Council and submitted by Mr. Convery to us and this Court. Mr. Convery stated that he did not know whether the Council had actually seen and approved the written Agreement that he submitted to this Court with his April 4 Affidavit, although he was sure that the Council had approved in principle the density of 5 units per acre and may simply not have known the exact acreage of the two builders' holdings when it approved that density in principle. When I asked why the Council had questions about the 15 percent set-aside in light of the fact that the Council had agreed in March to a 16 percent set-aside, with the same 6 percent low income component, albeit a different mix of moderate and least cost housing, Mr. Convery informed me for the first time that the Council did not believe that it would get credit for the 4 percent least cost housing in its March Agreement and thus considered it essentially a 12 percent set-aside. I expressed my dismay at the fact that the Council had not actually approved the document presented to the Court and to us as agreed to and at the failure to inform the parties, or at least the Urban League, that the set-aside

proposed by the Township was 12 not 16 percent. In this June 28 conversation, I asked Mr. Convery for a quick final answer from the Council as to whether or not it would accept the settlement proposed by the builders and Urban League with the assistance of the Master.

12. On July 1, 1985, Mr. Convery and I spoke again. He explained that now that the legislation had passed, the Council would be reviewing its options both under the legislation and with regard to settlement. Executive sessions of the Council were held on both July 8 and 15. On July 8, Mr. Convery informed me that a firm decision would be made by the Council at its July 15 meeting. When I called Mr. Convery on July 16, he informed me that O & Y had presented a new settlement proposal, hand delivered to Mr. Convery for presentation to the Council on July 15 and later received by us in the mail, and that the Council had resolved to negotiate with O & Y on the basis of this proposal and in the interim would not file a motion to transfer the case under the new statute. He also stated that the Council had agreed to hold special meetings on Mount Laurel every Monday for the next two months. When I asked if the Council would negotiate with others besides O & Y, Mr. Convery said that it was not clear. Although Mr. Convery never directly said so, I assumed that the Council's July 15 decision to negotiate with O & Y on the basis of a proposal with a lower set-aside than any previously discussed implicitly constituted a rejection of our last

settlement offer, which had previously been agreed to by all parties other than the Township. The new O & Y proposal is wholly unacceptable to the Urban League. I have had no further conversations with Mr. Convery or other representatives of Old Bridge Township.

Eric Neisser
ERIC NEISSER

SWORN TO and SUBSCRIBED
before me this 25th day
of July, 1985.

Barbara J. Williams
Attorney at Law, State of New Jersey

CHERNIN & FREEMAN,
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ATTORNEY FOR DEFENDANT, MAYOR AND COUNCIL OF THE BOROUGH OF SOUTH PLAINFIELD

Plaintiff

URBAN LEAGUE OF GREATER NEW BRUNSWICK, ET AL,

vs.

Defendant

THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, ET AL,

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

Docket No. C 4122-73

CIVIL ACTION

JUDGMENT

THE ABOVE ENTITLED MATTER HAVING BEEN TRIED BEFORE THI COURT COMMENCING FEBRJARY 3,. 1976 AND THE COURT HAVING HEARD AND CONSIDERED THE TESTIMONY AND EVIDENCE ADDUCED DURING THE TRIAL A RESULT OF WHICH THIS COURT HAS RENDERED ITS OPINION DATED MAY 4, 1976;

IT IS, THEREFORE, ON THIS 9th DAY OF July , 197

O R D E R E D AND A D J U D G E D AS FOLLOWS:

1. JUDGMENT BE AND IS HEREBY ENTERED IN FAVOR OF TH DEFENDANT, BOROUGH OF DUNELLEN, AND AGAINST THE PLAINTIFF BASED UPON THE RELIEF DEMANDED IN THE COMPLAINT.

Exhibit A

2. THE DEFENDANTS, BOROUGH OF CARTERET, BOROUGH OF HELMETTA, BOROUGH OF HIGHLAND PARK, BOROUGH OF JAMESBURG, BOROUGH OF METUCHEN, BOROUGH OF MIDDLESEX, BOROUGH OF MILLTOWN, CITY OF SOUTH AMBOY, BOROUGH OF SOUTH RIVER, BOROUGH OF SPOTSWOOD, AND TOWNSHIP OF WOODBRIDGE, HAVING AMICABLY ADJUSTED THEIR DIFFERENCES, BE AND ARE HEREBY DISMISSED UPON THE CONDITION THAT THEY COMPLY WITH THE TERMS OF THEIR RESPECTIVE SETTLEMENTS WITH THE PLAINTIFF TO THE EXTENT applicable THAT THEY SHALL CAUSE THEIR RESPECTIVE ZONING ORDINANCES TO BE AMENDED TO CAUSE (A) DELETION OF LIMITATIONS ON THE NUMBER OF BEDROOMS OR ROOMS IN MULTI-FAMILY HOUSING; (B) DELETION OF SPECIAL EXCEPTION PROCEDURES FOR MULTI-FAMILY HOUSING AND PROVISIONS FOR IT AS AN ALLOWABLE USE; (C) REDUCTION OF EXCESSIVE PARKING SPACE REQUIREMENTS IN MULTI-FAMILY HOUSING; (D) REDUCTION OF EXCESSIVE MINIMUM FLOOR AREA REQUIREMENTS IN MULTI-FAMILY OR SINGLE FAMILY HOUSING OR BOTH; (E) REDUCTION OF EXCESSIVE MINIMUM LOT SIZES FOR MULTI-FAMILY OR SINGLE FAMILY HOUSING OR BOTH; (F) INCREASE IN MAXIMUM DENSITY OF MULTI-FAMILY HOUSING TO 15 UNITS PER ACRE; (G) INCREASE OF MAXIMUM HEIGHT OF MULTI-FAMILY HOUSING TO 2-1/2 STORIES OR HIGHER; (H) DELETION OF A MULTI-FAMILY HOUSING CEILING OF 15% OF TOTAL HOUSING UNITS WITHIN A MUNICIPALITY; (I) A REZONING FROM INDUSTRY TO MULTI-FAMILY RESIDENTIAL AND FROM SINGLE FAMILY TO MULTI-FAMILY RESIDENTIAL.

3. THE DEFENDANT, BOROUGH OF CARTERET, AS CONDITION TO

SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

To be submitted separately

4. THE DEFENDANT, BOROUGH OF HELMETTA, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

"RE-ZONING OF A STRIP APPROXIMATELY 225 FEET BY 1800 FEET ALONG THE NORTHERLY SIDE OF MAPLE STREET FOR TOWNHOUSES."

5. THE DEFENDANT, BOROUGH OF HIGHLAND PARK, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

(A) DENSITY OF UNITS PER ACRE ARE 16 UNITS PER ACRE ON PARCELS OF LAND GREATER THAN ONE ACRE, 12 UNITS PER ACRE ON PARCELS LESS THAN ONE ACRE,

12 UNITS PER ACRE ON PARCELS LESS THAN ONE ACRE, THERE NO LONGER BEING A MINIMUM REQUIREMENT OF ACREAGE (2½) FOR MULTI-FAMILY DWELLINGS.

(B) THAT THE DISTRIBUTION OF APARTMENTS INTO A RATIO OF ONE AND THREE BEDROOM UNITS BE DELETED ENTIRELY.

(C) THAT THE PROHIBITION OF RENOVATION AND/OR CONSTRUCTION OF HOMES TO MORE THAN 3 BEDROOMS IN THE RESIDENCE ZONE BE DELETED FROM THE ZONING ORDINANCE.

6. THE DEFENDANT, BOROUGH OF JAMESBURG, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

(A) DELETION OF SPECIAL EXCEPTION PROCEDURES FOR MULTI-FAMILY HOUSING AND PROVISION FOR IT AS AN ALLOWABLE USE.

(B) REDUCTION OF EXCESSIVE PARKING SPACE REQUIREMENTS IN MULTI-FAMILY HOUSING.

(C) REDUCTION OF EXCESSIVE MINIMUM FLOOR AREA REQUIREMENTS IN MULTI-FAMILY OR SINGLE-FAMILY HOUSING OR BOTH.

7. THE DEFENDANT, BOROUGH OF METUCHEN, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

"ELIMINATION OF THE REQUIRED MINIMUM LIVING AREA OF 1,400 SQUARE FEET IN THE R-1 ZONE."

8. THE DEFENDANT, BOROUGH OF MIDDLESEX, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS

ZONING ORDINANCE AS FOLLOWS:

(A) THE ACREAGE REQUIREMENT FOR MULTIPLE-FAMILY DWELLINGS BE REDUCED FROM 4 ACRES TO 2 ACRES.

(B) THE BEDROOM LIMITATIONS CONTAINED IN THE GARDEN APARTMENT ORDINANCE AND THE HIGH-RISE ORDINANCE BE DELETED.

(C) PROVISION SHOULD BE MADE FOR SOME ADDITIONAL LAND IN THE BOROUGH TO BE ZONED FOR MULTIPLE-FAMILY DWELLINGS.

(D) THE PLANNING BOARD RATHER THAN THE ZONING BOARD OR MAYOR AND COUNCIL SHALL BE DESIGNATED AS THE REVIEWING AGENCY IN THE ORDINANCE TO ASCERTAIN WHETHER AN APPLICANT WISHING TO BUILD GARDEN APARTMENTS AND/OR HIGH-RISE APARTMENTS HAS COMPLIED WITH THE TERMS AND CONDITIONS OF THE ZONING ORDINANCE.

9. THE DEFENDANT, BOROUGH OF MILLTOWN, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

(A) AMEND CHAPTER 20-4.4 TO REDUCE MINIMUM FLOOR AREA OF DWELLING TO 950 SQ. FT.

(B) AMEND CHAPTER 20-4.4 TO REDUCE MINIMUM LOT FRONTAGE TO 80 FT.

(C) AMEND CHAPTER 20-7.1 A(2) AND 7.1 B(1) TO PERMIT MULTI-FAMILY DWELLINGS WITHOUT "SPECIAL PERMIT".

(D) AMEND CHAPTER 20-9.4 C(7) TO REDUCE GARDEN APARTMENT AVERAGE MINIMUM FLOOR AREA PER DWELLING UNIT FOR ENTIRE DEVELOPMENT TO 650 SQ. FT. AND ABSOLUTE MINIMUM FLOOR AREA PER DWELLING UNIT TO 500 SQ. FT.

(E) AMEND CHAPTER 20-9.4 C(8) TO INCREASE MAXIMUM NUMBER OF GARDEN APARTMENT DWELLING UNITS PER ACRE TO 15.

10. THE DEFENDANT, CITY OF SOUTH AMBOY, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

MULTI-FAMILY

(A) REMOVE BEDROOM RESTRICTIONS IN THEIR ENTIRETY.

(B) PROVIDE THAT APPLICATIONS FOR MULTI-FAMILY DWELLINGS BE MADE TO THE PLANNING BOARD INSTEAD OF THE ZONING BOARD OF ADJUSTMENT.

(C) OPEN SPACE WILL BE 10% OF THE ENTIRE PLOT, PLUS A PLAYGROUND FOR CHILDREN TO BE DETERMINED BY THE MARKETPLACE.

(D) REMOVE THE TWO STORY LIMIT.

(E) THE MINIMUM FLOOR AREA IN THREE OR FOUR BEDROOM APARTMENTS WILL BE IN ACCORDANCE WITH FHA REQUIREMENTS.

GARDEN APARTMENTS

(A) ZONING ORDINANCE TO BE CHANGED TO PROVIDE FOR 16 UNITS PER ACRE.

(B) ELIMINATE TWO-STORY HEIGHT REQUIREMENT.

(C) OPEN AREAS SAME AS MULTI-FAMILY.

IN ADDITION TO THE ABOVE, SOUTH AMBOY HAS AGREED TO REZONE 55 ACRES OF INDUSTRIAL LAND FOR MULTI-FAMILY USE.

11. THE DEFENDANT, BOROUGH OF SOUTH RIVER, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

(A) MULTI-FAMILY RESIDENTIAL USE IS PERMITTED AS OF-RIGHT RATHER THAN BY SPECIAL EXCEPTION.

(B) THE MINIMUM SIZE LOT FOR DEVELOPMENT OF MULTI-FAMILY RESIDENTIAL USE SHALL BE NOT LESS THAN TWO (2) ACRES.

(C) ROOM RESTRICTIONS IN ANY MULTI-FAMILY UNIT SHALL BE ELIMINATED ENTIRELY.

(D) THERE SHALL BE ELIMINATED ANY PERCENTAGE OR OTHER TYPE OF CEILING ON THE NUMBER OF MULTI-FAMILY UNITS PERMITTED IN DEFENDANT BOROUGH.

(E) MAXIMUM HEIGHT FOR MULTI-FAMILY UNITS SHALL BE NO MORE THAN THREE (3) STORIES.

(F) THIRTY-FIVE (35) ACRES OF EXISTING RESIDENTIALLY ZONED LAND WITHIN DEFENDANT BOROUGH SHALL BE ZONED FOR 7500 SQUARE FOOT LOTS WITH MINIMUM HABITABLE FLOOR AREA EXCLUSIVE OF BASEMENT AREA, OF NOT LESS THAN 900 SQUARE FEET.

12. THE DEFENDANT, BOROUGH OF SPOTSWOOD, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS ZONING ORDINANCE AS FOLLOWS:

(A) DELETION OF LIMITATIONS ON THE NUMBER OF BEDROOMS OR ROOMS IN MULTI-FAMILY HOUSING.

(B) REDUCTION OF EXCESSIVE MINIMUM FLOOR AREA REQUIREMENTS IN MULTI-FAMILY OR SINGLE-FAMILY HOUSING, OR BOTH.

(C) REDUCTION OF EXCESSIVE MINIMUM LOT SIZES FOR SINGLE-FAMILY HOUSING.

(D) REZONING FROM INDUSTRY TO MULTI-FAMILY RESIDENTIAL OR SINGLE-FAMILY HOUSING ON REDUCED LOT SIZES.

13. THE DEFENDANT, TOWNSHIP OF WOODBRIDGE, AS CONDITION TO SETTLEMENT AND DISMISSAL HAS AGREED TO APPROPRIATELY AMEND ITS

ZONING ORDINANCE AS FOLLOWS:

ARTICLE VI - SCHEDULE OF AREA, YARD, AND BUILDING REQUIREMENTS ZONING DINANCE OF THE TOWNSHIP OF WOODBRIDGE, NEW JERSEY.

SECTION 1. ARTICLE VI, SCHEDULE OF AREA, YARD, AND BUILDING REQUIREMENTS ZONING ORDINANCE OF THE TOWNSHIP OF WOODBRIDGE, NEW JERSEY. THIS ARTICLE SHALL BE AMENDED BY DELETING ALL REFERENCE TO FOOTNOTE NO. (1) IN THE COLUMN TITLED MINIMUM GROSS FLOOR AREA/FAMILY (IN SQUARE FEET) FOR THE R-5 RESIDENCE ZONE.

SECTION 2. FOOTNOTE NO. (1) SHALL BE AMENDED TO READ AS FOLLOWS: FOR GARDEN APARTMENTS, THE MINIMUM HABITABLE FLOOR AREA IS 650 SQUARE FEET.

ARTICLE XII - R-6A RESIDENCE ZONE, SECTION 1. PERMITTED USES

SECTION 1. ARTICLE XII, SECTION 1. PERMITTED USES IS AMENDED BY ADDING PARAGRAPH C. AS FOLLOWS:

C. GARDEN APARTMENT DEVELOPMENTS.

ARTICLE XII - SECTION 3. OTHER USES PERMITTED UPON APPLICATION TO THE ZONING BOARD FOR A SPECIAL PERMIT

SECTION 1. ARTICLE XII, SECTION 3.A. AND B. ARE AMENDED TO READ AS FOLLOWS:

A. SAME AS SPECIFIED IN THE R-5 RESIDENCE ZONE, EXCEPT THAT PUBLIC AND QUASI-PUBLIC SWIM CLUBS ARE PROHIBITED.

B. BOARDING AND ROOMING HOUSES, BUT NOT MOTELS, HOTELS, OR TOURIST HOMES AND CABINS, SUBJECT TO THE STANDARD AND CONDITIONS SET FORTH IN ARTICLE XX, SECTION 2. OF THIS ORDINANCE.

ARTICLE XII - SECTION 4. AREA, YARD, AND BUILDING REQUIREMENTS

SECTION 1. ARTICLE XII, SECTION 4. PARAGRAPH B. IS ADDED TO READ AS FOLLOWS:

B. FOR GARDEN APARTMENT DEVELOPMENTS AS PERMITTED IN

THIS ARTICLE:

MINIMUM LOT SIZE - 2 ACRES
MINIMUM LOT WIDTH - 200 FEET
MINIMUM LOT DEPTH - 300 FEET
MINIMUM YARD REQUIREMENTS - 25 FEET ON ALL SIDES
MINIMUM FLOOR AREA PER DWELLING UNIT - 650 SQUARE FEET
MINIMUM OFF-STREET PARKING SPACES PER DWELLING UNIT 1-1/2
MAXIMUM BUILDING COVERAGE - 20 PER CENT
MAXIMUM BUILDING HEIGHT -35 FEET
MAXIMUM NUMBER OF DWELLING UNITS PER ACRE - 18

THE AREAS SHALL BE ATTRACTIVELY LANDSCAPED AND SEEDED.

ADEQUATE RECREATION AREAAND FACILITIES TO SERVE THE NEEDS OF THE ANTICIPATED POPULATION SHALL BE PROVIDED AND SHALL CONSIST OF AT LEAST THE FOLLOWING: A FENCED OFF PLAY-LOT INCLUDING PLAY EQUIPMENT SUCH AS SWINGS, SEESAWS, ETC., SHALL BE PROVIDED. THERE SHALL BE FIFTEEN (15) SQUARE FEET OF PLAY-LOT FOR EVERY DWELLING UNIT WITH A MINIMUM SIZE AREA OF ONE THOUSAND (1,000) SQUARE FEET.

THE PROVISIONS OFTHIS PARAGRAPH SHALL NOT APPLY TO GARDEN APARTMENTS PREVIOUSLY CONSTRUCTED OR TO APPLICATIONS FINALLY APPROVED AS OF THE DATE OF THE ADOPTION OF THIS AMENDMENT.

ARTICLE XIV - B-1 NEIGHBORHOOD BUSINESS ZONE, SECTION 1. PERMITTED USES

SECTION 1. ARTICLE XIV B-1 NEIGHBORHOOD BUSINESS ZONE, SECTION 1. PERMITTED USES IS AMENDED BY ADDING PARAGRAPH C. TO READ AS FOLLOWS:

C. GARDEN APARTMENT DEVELOPMENTS.

ARTICLE XIV - SECTION 4.C. OTHER USES PERMITTED UPON APPLICATION TO THE ZONING BOARD FOR A SPECIAL PERMIT

SECTION 1. ARTICLE XIV, SECTION 4.C. OTHER USES PERMITTED UPON APPLICATION TO THE ZONING BOARD FOR A SPECIAL PERMIT IS DELETED IN ITS ENTIRETY.

ARTICLE XIV - SECTION 5., AREA, YARD, AND BUILDING REQUIREMENTS

SECTION 1. ARTICLE XIV, SECTION 5., AREA, YARD AND BUILDING REQUIREMENTS IS AMENDED BY ADDING PARAGRAPH C. AS FOLLOWS:

C. AS TO GARDEN APARTMENT DEVELOPMENT, AS SPECIFIED IN ARTICLE XII, SECTION 4.B., OF THIS ORDINANCE.

ARTICLE XV - B-2 CENTRAL BUSINESS ZONE, SECTION 1., PERMITTED USES

SECTION 1. ARTICLE XV, B-2 CENTRAL BUSINESS ZONE, SECTION 1. PERMITTED USES IS AMENDED BY ADDING PARAGRAPH I. TO READ AS FOLLOWS:

I. GARDEN APARTMENT DEVELOPMENTS.

ARTICLE XV - B-2 CENTRAL BUSINESS ZONE, SECTION 3. D. OTHER USES PERMITTED UPON APPLICATION TO THE ZONING BOARD FOR A SPECIAL PERMIT.

SECTION 1. ARTICLE XV, B-2 CENTRAL BUSINESS ZONE, SECTION 3. D. OTHER USES PERMITTED UPON APPLICATION TO THE ZONING BOARD FOR A SPECIAL PERMIT IS DELETED IN ITS ENTIRETY.

ARTICLE XV - B-2 CENTRAL BUSINESS ZONE, SECTION 4., ARE YARD, AND BUILDING REQUIREMENTS.

SECTION 1. ARTICLE XV, B-2 CENTRAL BUSINESS ZONE, SECTION 4., AREA, YARD, AND BUILDING REQUIREMENTS IS AMENDED BY ADDING PARAGRAPH C. TO READ AS FOLLOWS:

C. AS TO GARDEN APARTMENT DEVELOPMENTS, AS SPECIFIED I ARTICLE XII, SECTION 4.B., OF THIS ORDINANCE.

ARTICLE XVI - B-3 HIGHWAY BUSINESS ZONE, SECTION 1.C. PERMITTED USES.

SECTION 1. ARTICLE XVI, B-3 HIGHWAY BUSINESS ZONE, SECTION 1. C. PERMITTED USES IS AMENDED BY ADDING SUBSECTION (8) TO READ AS FOLLOWS:

(8) GARDEN APARTMENT DEVELOPMENTS.

ARTICLE XVI - B-3 HIGHWAY BUSINESS ZONE, SECTION 4., AREA, YARD, AND BUILDING REQUIREMENTS.

SECTION 1. ARTICLE XVI, B-3 HIGHWAY BUSINESS ZONE, SECTION 4., AREA, YARD, AND BUILDING REQUIREMENTS IS AMENDED BY

ADDING PARAGRAPH C. TO READ AS FOLLOWS:

C. AS TO GARDEN APARTMENT DEVELOPMENTS, AS SPECIFIED IN ARTICLE XII, SECTION 4.8., OF THIS ORDINANCE.

ARTICLE XVII - M-1 LIGHT INDUSTRY ZONE, SECTION 5.E. (3) OTHER PROVISIONS AND REQUIREMENTS.

SECTION 1. ARTICLE XVII, M-1 LIGHT INDUSTRY ZONE, SECTION 5. E. (3) OTHER PROVISIONS AND REQUIREMENTS IS AMENDED TO READ AS FOLLOWS:

(3) RESIDENTIAL DWELLINGS EXCEPT GARDEN APARTMENTS AS PROVIDED FOR IN THIS ORDINANCE.

ARTICLE XX - SECTION 2. E. SPECIAL EXCEPTIONS (GARDEN APARTMENT DEVELOPMENTS)

SECTION 1. ARTICLE XX, SECTION 2. E. SPECIAL EXCEPTIONS (GARDEN APARTMENT DEVELOPMENTS) IS DELETED IN ITS ENTIRETY AND AMENDED TO READ AS FOLLOWS:

E. GARDEN APARTMENT DEVELOPMENTS MAY BE PERMITTED IN THE M-1 LIGHT INDUSTRY ZONE PROVIDED THAT THE FOLLOWING DESIGN STANDARDS AND APPLICATION PROCEDURE ARE COMPLIED WITH:

(1) DESIGN STANDARDS:

MINIMUM LOT SIZE - 2 ACRES
MINIMUM LOT WIDTH - 200 FEET
MINIMUM LOT DEPTH - 300 FEET
MINIMUM YARD REQUIREMENTS - 25 FEET ON ALL SIDES
MINIMUM FLOOR AREA PER DWELLING UNIT - 650 SQUARE FEET
MINIMUM OFF-STREET PARKING SPACES PER DWELLING UNIT 1-1/2
MAXIMUM BUILDING COVERAGE - 20 PER CENT
MAXIMUM BUILDING HEIGHT -35 FEET
MAXIMUM NUMBER OF DWELLING UNITS PER ACRE - 18

THE AREA SHALL BE ATTRACTIVELY LANDSCAPED AND SEEDED.

ADEQUATE RECREATION AREA AND FACILITIES TO SERVE THE NEEDS OF THE ANTICIPATED POPULATION SHALL BE PROVIDED AND SHALL CONSIST OF AT LEAST THE FOLLOWING: A FENCED OFF PLAY-LOT INCLUDING PLAY EQUIPMENT SUCH AS SWINGS,

SEESAWS, ETC., SHALL BE PROVIDED. THERE SHALL BE FIFTEEN (15) SQUARE FEET OF PLAY-LOT FOR EVERY DWELLING UNIT WITH A MINIMUM SIZE AREA OF ONE THOUSAND (1,000) SQUARE FEET.

THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO GARDEN APARTMENTS PREVIOUSLY CONSTRUCTED OR TO APPLICATIONS FINALLY APPROVED AS OF THE DATE OF THE ADOPTION OF THIS AMENDMENT.

(2) APPLICATION PROCEDURES:

(A) APPLICANT SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE V, GENERAL REGULATIONS, SECTION 23. OF THIS ORDINANCE.

(B) APPLICATION FOR A PERMIT TOGETHER WITH THREE (3) COPIES OF THE APPROPRIATE PLANS, SPECIFICATIONS AND SIX (6) PLOT PLANS SHALL BE MADE TO THE BUILDING INSPECTOR, WHO SHALL GATHER ALL INFORMATION ON THE ABOVE REQUIREMENTS AND REFER THE MATTER TO THE ZONING BOARD.

(C) THE ZONING BOARD SHALL REFER THE MATTER TO THE PLANNING BOARD FOR REPORT THEREON AS TO IT EFFECT ON THE COMPREHENSIVE PLANNING OF THE TOWNSHIP. NO ACTION SHALL BE TAKEN UNTIL SUCH REPORT SHALL HAVE BEEN RECEIVED FROM THE PLANNING BOARD, WHICH BOARD SHALL MAKE ITS REPORT THEREON WITHIN FORTY-FIVE (45) DAYS. AFTER RECEIPT OF SUCH REPORT, THE ZONING BOARD SHALL HEAR THE APPLICATION IN THE SAME MANNER AND UNDER THE SAME PROCEDURE AS IT IS EMPOWERED BY LAW AND ORDINANCE TO HEAR CASES AND MAKE EXCEPTIONS TO THE PROVISIONS OF THE ZONING ORDINANCE.

(D) THE ZONING BOARD SHALL THEREAFTER REFER THE APPLICATION WITH ITS RECOMMENDATION AND THE RECOMMENDATION OF THE PLANNING BOARD TO THE MUNICIPAL COUNCIL. THE MUNICIPAL COUNCIL SHALL EITHER DENY OR GRANT THE APPLICATION, AND SHALL GIVE THE REASONS THEREFORE. IN APPROVING ANY SUCH APPLICATION, THE MUNICIPAL COUNCIL MAY IMPOSE ANY CONDITIONS THAT IT DEEMS NECESSARY TO ACCOMPLISH THE REASONABLE APPLICATION OF THE ABOVE STANDARDS, AND TO ENSURE CARRYING OUT OF THE GENERAL PURPOSES OF THE ZONING ORDINANCE.

(E) IF THE APPLICATION IS GRANTED, THE BUILDING INSPECTOR SHALL ISSUE A BUILDING PERMIT, BUT ONLY UPON THE CONDITIONS, IF ANY, IMPOSED BY THE MUNICIPAL COUNCIL.

14. UPON FULL AND COMPLETE COMPLIANCE WITH THE TERMS OF THE SETTLEMENT BY THE DEFENDANTS, BOROUGH OF CARTERET, BOROUGH OF HELMETTA, BOROUGH OF HIGHLAND PARK, BOROUGH OF JAMESBURG, BOROUGH OF METUCHEN, BOROUGH OF MIDDLESEX, BOROUGH OF MILLTOWN, CITY OF SOUTH AMBOY, BOROUGH OF SOUTH RIVER, BOROUGH OF SPOTSWOOD AND TOWNSHIP OF WOODBRIDGE, THE COMPLAINT IN THE ABOVE MATTER SHALL BE DISMISSED.

15. THE DEFENDANTS, TOWNSHIP OF MADISON (OLD BRIDGE), TOWNSHIP OF MONROE, AND TOWNSHIP OF SOUTH BRUNSWICK BE AND ARE HEREBY ORDERED AND DIRECTED TO ENACT OR ADOPT NEW ZONING ORDINANCES TO ACCOMMODATE THEIR RESPECTIVE FAIR SHARE ALLOCATION OF LOW AND MODERATE INCOME HOUSING AS SPECIFICALLY OUTLINED IN THE COURT'S WRITTEN OPINION DATED MAY 4, 1976 AT PAGE 32 THEREOF, PLUS AN ADDITIONAL FAIR SHARE ALLOCATION OF 1,333 UNITS FOR EACH SUCH MUNICIPALITY.

THE DEFENDANTS, TOWNSHIP OF CRANBURY, TOWNSHIP OF EAST BRUNSWICK, TOWNSHIP OF EDISON, TOWNSHIP OF NORTH BRUNSWICK, TOWNSHIP OF PISCATAWAY, TOWNSHIP OF PLAINSBORO, BOROUGH OF SAYREVILLE AND THE BOROUGH OF SOUTH PLAINFIELD, SHALL, ALTERNATIVELY, ENACT OR ADOPT NEW ZONING ORDINANCES TO ACCOMMODATE THEIR RESPECTIVE FAIR SHARE ALLOCATION OF LOW AND MODERATE INCOME HOUSING AS SPECIFICALLY OUTLINED IN THE COURT'S WRITTEN OPINION

dated May 4, 1976 at page 32 thereof, plus an additional fair share allocation of 1,333 units for each such municipality; or, shall rezone all of their remaining vacant land suitable for housing in order to permit or allow low and moderate income housi on a ratio of 15% low and 19% moderate income housing units as specifically outlined in this Court's written opinion at pages 33 and 34.

16. All of the various defendants shall cause the enactment or adoption of their respective zoning ordinance amendments to be completed within ninety (90) days of the entry of this Judgment.

17. This Court retains jurisdiction over the pending litigation for the purpose of supervising the full compliance with the terms and conditions of this Judgment.

18. Applications for special relief from the terms and conditions of this Judgment may be entertained by this Court

19. It is the Judgment of this Court that the plaintiffs have an interest in this litigation which entitles them to standing to represent a class of low and moderate income people.

20. All allegations as to alleged violations of the Federal Civil Rights Act, in such case made and provided, be and are hereby dismissed.

21. Each of the defendants, Township of Cranbury, Township of East Brunswick, Township of Edison, Township of Madison (Old Bridge), Township of Monroe, Township of North

Brunswick, Township of Piscataway, Township of Plainsboro, Borough of Sayreville, Township of South Brunswick and the Borough of South Plainfield, are hereby ordered and directed make good faith efforts by way of participation in existing o proposed Federal and State subsidy programs for new housing a rehabilitation of existing substandard housing. In implement this judgment the 11 municipalities charged with fair share allocations must do more than rezone not to exclude the possibility of low and moderate income housing in the allocat amounts. Approvals of multi-family projects, including Planne Unit Developments, should impose mandatory minimums of low an moderate income units. Density incentives may be set. Mobil homes offer a realistic alternative within the reach of moder and even low income households. Whether single-family housin is attainable for moderate income households may hinge upon land and construction costs. The 11 municipalities should pursue and cooperate in available Federal and State subsidy programs for new housing and rehabilitation of substandard housing, although it is beyond the issues in this litigation t order the expenditure of municipal funds or the allowance of abatements.

22. The Third Party Defendants, City of New Brunswick a City of Perth Amboy, be and are hereby dismissed and judgment entered accordingly.

23. With regard to the 11 municipalities referred to in

Paragraph 2 above, separate orders of dismissal shall be submi to the Court under Rule 4:42-1(b) upon enactment of ordinances in full compliance with this judgment.

24. Plaintiff's application for counsel fees is denied; however plaintiffs may apply for costs by separate motions.

It is further ORDERED that a copy of this judgment be forwarded to the respective attorneys within seven (7) days of the date hereof.

David D. Furman, J.S.

DAVID D. FURMAN J.S

I hereby consent to the form of the within judgment.

DANIEL A. SEARING, Esq.
Attorney for Plaintiff

FILED 1-26-84

E. D. SERPENTELLI, J.S.C.

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National Committee Against Discrimination in Housing
1425 H Street, NW
Washington, D. C. 20005

ATTORNEYS FOR PLAINTIFFS

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-MIDDLESEX COUNTY

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al.,

Plaintiffs,

vs.

THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, et al.,

Defendants.

Docket No. C-4122-73

Civil Action

O R D E R

Plaintiffs having moved to modify and enforce the Judgment of July 9, 1976 against the defendant Townships of North Brunswick and Old Bridge, and the Township of North Brunswick having responded, and the Court having heard oral argument from counsel for plaintiffs and for the defendant Townships of North Brunswick and Old Bridge,

It is, hereby, this 26 day of January, 1984, ORDERED, That:

1. Plaintiffs' motion is denied insofar as it sought to compel the Townships of North Brunswick and Old Bridge to participate in the joint trial on the issues of region, regional need, and fair share allocation involving the other seven defendant townships, presently scheduled for March 19, 1984;

Exhibit B

2. The plaintiffs' motion is granted insofar as it seeks to modify and enforce the Judgment entered on July 9, 1976 against the Townships of North Brunswick and Old Bridge;

3. The Court will set a date for a case management conference involving plaintiffs and the defendant Townships of North Brunswick and Old Bridge to establish a discovery schedule and dates for hearings concerning compliance by the two townships with the Judgment of July 9, 1976;

4. This Order is without prejudice to a request by the defendant Townships of North Brunswick and Old Bridge to participate in the March 19 joint trial.

Eugene D. Serpentelli

EUGENE D. SERPENTELLI, J.S.C.

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ATTORNEYS FOR PLAINTIFFS

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION/MIDDLESEX COUNT

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al.,

Plaintiffs,

vs.

THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, et al.,

Defendants.

Docket No. C 4122-73

Civil Action

ORDER AND JUDGMENT AS TO OLD BRIDGE TOWNSHIP

THIS MATTER having been opened to the Court by counsel for the Urban League plaintiffs upon their motion to modify and enforce the Judgment of this Court of July 9, 1976 against the defendant Township of Old Bridge in light of the Supreme Court's decision in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983), and the Court having reviewed the Stipulation entered into by the parties and having heard counsel for both parties, as well as counsel for Olympia and York/Old Bridge Development Corporation and Woodhaven Village, Inc. (hereinafter "developer plaintiffs"),

Exhibit C

IT IS, THEREFORE, THIS 13 DAY OF JULY, 1984,

O R D E R E D and A D J U D G E D:

1. For purposes of determining present housing need, the appropriate region for Old Bridge Township is the eleven county region identified in the Fair Share Report prepared by Carla L. Lerman, P.P., dated April 2, 1984. For purposes of determining prospective housing need, the appropriate region for Old Bridge Township is the five county commutershed region, comprised of Middlesex, Monmouth, Ocean, Somerset and Union Counties and based on the methodology contained in Ms. Lerman's Report of April 2, 1984.

2. The Township of Old Bridge's fair share of the regional need for low and moderate income housing through 1990 is 2414 housing units, as per the Report on Fair Share Allocations for Old Bridge Township, prepared by Hintz/Nelessen Associates and dated June 15, 1984. Application of the methodology set forth in Ms. Lerman's Report of April 2, 1984 yields a fair share number for Old Bridge Township through 1990 of 2782 housing units. The methodology set forth in Alan Mallach's Expert Report of November 1983, as modified by his memorandum in this case of May 11, 1984, produces a fair share number for Old Bridge Township through 1990 of 2645 housing units, without including a category for financial need.

The Township of Old Bridge's fair share obligation includes 746 units of present need and 1668 units of prospective need. Of these 2414 units, 1207 shall be low income housing and 1207 units shall be moderate income housing.

3. The Township of Old Bridge is entitled to a credit against its fair share obligation of 2414 units for the following units built or rehabilitated since 1980: 204 units at the Rotary Senior Citizens Housing project which are occupied by low or moderate income households and are subsidized under the

Section 8 New Construction Housing program, and 75 units which have been substantially rehabilitated by Old Bridge Township under the Community Development Block Grant program.

4. The Township of Old Bridge's existing zoning ordinance is not in compliance with the constitutional obligation set forth in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) (Mount Laurel II).

5. The Urban League plaintiffs and the Township of Old Bridge shall seek to reach an agreement as to ordinance revisions and shall submit the proposed revisions to the Court within 45 days of the date of this Order. Any such agreement as to ordinance revisions shall be binding on the developer plaintiffs only if they accept the agreement and join in presenting it to the Court. To assist the Court in determining whether to approve any proposed ordinance revisions, a full hearing shall be held, and the Court shall appoint Ms. Carla Lerman as the Court's expert for the limited purpose of reviewing the proposed revisions to determine whether they are reasonable in light of the Township's obligation under Mount Laurel II. The requirement of a hearing and reference to Ms. Lerman shall apply regardless of whether the agreement is presented by all the parties to the consolidated actions or only by the Township and the Urban League plaintiffs. If no agreement is reached within 45 days of the date of this Order, the Urban League plaintiffs shall seek appointment of, and the Court shall appoint, a master to assist Old Bridge Township in the revision of its zoning ordinance to achieve compliance with its obligation under Mount Laurel II. The proposed ordinance revisions and the master's report with respect to the proposed revisions shall be submitted to the Court within 45 days of the appointment of the master.

6. The time periods set forth in this Order and Judgment may be extended by mutual written consent of the parties, subject to the approval of this Court and on letter notice to all parties.

Eugene D. Serpentelli

EUGENE D. SERPENTELLI, J.S.C.

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ATTORNEYS FOR PLAINTIFFS

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al., Plaintiffs, v. THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, et al., Defendants.	Civil Action C 4122-73 ORDER FOR THE APPOINTMENT OF A MASTER

Urban League plaintiffs having moved for the Appointment of a Master, the Court having reviewed all documents submitted, and having considered the arguments of all interested parties set forth therein, and for good cause shown:

It Is on this 13th day of November, 1984, O R D E R E D, that Ms. Carla Lerman is hereby appointed as the Master to assist in the revision of the ordinances of the Township of Old Bridge; and

IT IS FURTHER O R D E R E D, that pursuant to Paragraph 5 of the Order of this Court of July 13, 1984, the Master shall report to the Court within forty-five (45) days as to the Master's recommendations for revision of the ordinances of the

Exhibit D

Township of Old Bridge.

EUGENE D. SERPENTELLI, J.S.C.

Superior Court of New Jersey

CHAMBERS OF
JR EUGENE D. SERPENTELLI

OCEAN COUNTY COURT HOUSE
C.N. 2191
TOMS RIVER, N.J. 08754

January 21, 1985

Ms. Carla Lerman, P. P.
413 W. Englewood Avenue
Teaneck, N. J. 07666

Dear Ms. Lerman:

I wish to belatedly acknowledge receipt of your letter of December 30, 1984.

This will confirm my oral approval of the request to extend the compliance period for Old Bridge to January 31, 1985.

Very truly yours,

Eugene D. Serpentelli, JSC

EDS:RDH
copy to:
cc:
Jerome J. Convery, Esq.
Thomas J. Hall, Esq.
Stewart M. Hutt, Esq.
Thomas Norman, Esq.
Barbara Williams, Esq.

Exhibit E

JEROME J. CONVERY, ESQ.
151 Route 516
P.O. Box 872
Old Bridge, N.J. 08857
(201) 679-0010
Attorney for Def. Township of Old Bridge

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al, Plaintiffs, v. THE MAYOR AND COUNCIL of the BOROUGH OF CARTERET, et al., Defendants,	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEX COUNTY DOCKET NO. C-4122-73
O & Y OLD BRIDGE DEVELOPMENT CORPORATION, a Dalaware Corporation, Plaintiff, v. THE TOWNSHIP OF OLD BRIDGE in the COUNTY OF MIDDLESEX, a Municipal Corporation of the State of New Jersey, THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF OLD BRIDGE, THE MUNICIPAL UTILITIES AUTHORITY OF THE TOWNSHIP OF OLD BRIDGE, and the PLANNING BOARD OF THE TOWNSHIP OF OLD BRIDGE, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX COUNTY/OCEAN COUNTY (Mount Laurel II) DOCKET NO. L-009837-84 P.W. Civil Action AFFIDAVIT IN OPPOSITION TO MOTION FOR RESTRAINING ORDER

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.:

JEROME J. CONVERY, being duly sworn, upon his oath, according to law, deposes and says:

1. I am the Township Attorney for the Township of Old Bridge and I

Exhibit F

am the attorney of record for the Township of Old Bridge in the above referenced matter. I have been the attorney of record for the Township since the filing of the Answer in this matter, and am fully familiar with the facts in said case since that time.

2. This Affidavit is submitted in opposition to Plaintiff's Motion to enjoin the Township of Old Bridge from issuing any building permits for any residential, commercial or industrial developments.

3. I have reviewed the Notice of Motion, dated April 2, 1985, filed by Thomas J. Hall, Esq. on behalf of O & Y Old Bridge Development Corporation. I have reviewed the letter in lieu of formal Brief, dated April 2, 1985, filed by Mr. Hall, as well as all Exhibits attached thereto.

4. Although, as a party to many conferences in this matter, I have knowledge regardng negotiations concerning the Municipal Utilities Authority, as well as knowledge of negotiations regarding the approval process which relate primarily to the Old Bridge Township Planning Board, I make this Affidavit solely on behalf of the Defendant, TOWNSHIP OF OLD BRIDGE. I assume that an appropriate response will be filed on behalf of the Municipal Utilities Authority and the Planning Board by their own attorneys. On Page 4 of the Letter Brief, Mr. Hall states:

> "Most distressingly, the approval process for commercial/industrial/non-Mount Laurel development has accelerated in recent weeks, just as the progress of finding an acceptable plan for Mount Laurel has come to a halt."

Mr. Hall also claims, in his Letter Brief on Page 5:

> "Developers which the township is willing to work with are obviously not providers of lower income housing."

These statements are simply not true, and Mr. Hall is either ignorant of recent developments concerning Plaintiff, O & Y, or he is

deliberately misstating the status of this matter. In fact, since March 1, 1985, there have been numerous telephone conferences, meetings and discussions between Henry Bignell, Thomas Norman, Esq., Stuart Hutt, Esq., and Dean Gaver, Esq. concerning the "Woodhaven Proposal" in this matter. In fact, there has been agreement between the Township of Old Bridge, Woodhaven Village, and O & Y OLd Bridge Development Corporation in this matter.

5. On March 4, 1985, I met with Stuart Hutt, Esq. and Henry Bignell at the Old Bridge Township Civic Center to review the "Woodhaven Village Proposal". We spent approximately two hours going over the details of the Proposal and I indicated to Mr. Hutt that I would discuss the Proposal with the Township Council. On March 14, and again on March 19, I had telephone conferences with Stuart Hutt, Esq. regarding his proposal for settlement, including detailed discussions regarding density, acreage owned by Woodhaven and O & Y, and the issue of municipal contribution. As a result of these telphone conferences, a meeting was set for March 22, 1985 between Stuart Hutt, Esq. on behalf of Woodhaven Village, Dean Gaver, Esq. on behalf of O & Y, and myself, to discuss in earnest a settlement suitable to the Township and the developers. The meeting was held in Woodbridge on March 22, 1985, and agreement in principle was reached concerning all issues discussed. The meeting concluded with the agreement that Dean Gaver, Esq. would prepare a written memorandum of the settlement proposal. This written memorandum would include the details as to acreage and number of units to be built.

6. On or about March 26, 1985, I had further telephone conferences with Dean Gaver, Esq., Thomas Normal, Esq. and, in fact, one of these telephone calls was a conference call regarding said attorneys. The purpose of this call was to inform Thomas Norman, Esq., attorney for the

Planning Board, of the agreement in principle between the Township and the Developers.

7. On or about March 26, 1985 I advised Dean Gaver, Esq. that I would appreciate having the written memorandum in my possession by Thursday evening so that I could discuss same with the Township Council in Executive Session. I, in fact, received the written memorandum at 5:30 P.M. on March 28, 1985, hand delivered by messenger, so that same could be discussed with the Township Council. On March 28, 1985, the written proposal was discussed by the Township Council in Executive Session. See written Proposal of Settlement attached hereto as Exhibit A.

8. On March 30, 1985, I attended the New Jersey State Bar Association Land Use Forum "Litigating the Mount Laurel II Case" at the Somerset Hilton, Somerset, New Jersey. At that seminar I indicated to Dean Gaver, Esq. that the settlement proposal had been discussed with the Township Council and that the written memorandum accurately reflected the proposed settlement. Furthermore, copies of the written proposal were given to Carla Lerman, John Payne, Esq., attorney for the Urban League, and the proposal was briefly discussed with the various parties in attendance. It is noteworthy that Henry Hill, Esq. and Thomas J. Hall, Esq. were in attendance at this Seminar, and I would assume that they were aware of the memorandum prepared by Dean Gaver, Esq., their co-counsel in this matter.

9. It is also noteworthy that Mayor Russell J. Azzarello attended the Seminar concerning Mt. Laurel, and was available for brief discussions with Carla Lerman, as well as the various attorneys representing parties in this matter. I believe the attendance at this Seminar

of Mayor Russell J. Azzarello strongly militates against the picture which Mr. Hall tries to paint regarding the Mayor. Certainly the Mayor is interested in seeking additional industrial and commercial ratables into the Township of Old Bridge, realizing that same will provide much needed jobs for Old Bridge Township residents. As opposed to one who would shirk his responsibility as Mayor, Mayor Azzarello attended the Mt. Laurel II Seminar as one who supported the settlement proposal arrived at between the Township and the Developers. Obviously, the Mayor and the Township are willing to work with those Developers who are prepared to provide lower income housing.

10. On the basis of the above referenced facts concerning the Township's agreement with Plaintiff, O & Y Old Bridge Development Corporation and Woodhaven Village Inc., there is no basis to the claim that the Township has halted its progress in attempting to find an acceptable Mt. Laurel plan. The above referenced facts clearly rebut any claim by Thomas J. Hall, Esq. that the Township is hostile towards lower income housing. There is no basis in fact to Mr. Hall's claim that "negotiations have now come to a standstill" (Page 9 of Letter Brief). Finally, there is no basis in fact for Mr. Hall's claim that "the Township ignores its Mount Laurel obligations" (Page 16 of Letter Brief).

11. If any representative of Plaintiff, O & Y Old Bridge Development Corporation, disputes the above referenced facts concerning settlement negotiations between O & Y, Woodhaven Village, and the Township of Old Bridge, I invite said representative to file an Answering Affidavit.

JEROME J. CONVERY, ESQ.
Attorney for Defendant, TOWNSHIP OF OLD BRIDGE

Sworn and subscribed to
before me this 4th day
of April, 1985.

Judith C. Darago

JUDITH C. DARAGO
NOTARY PUBLIC OF NEW JERSEY

file

MEMO FROM THE DESK OF

Dean A. Gaver

3/28/85

Jerry -

Enclosed is an original and seven copies of the outline of the items we discussed last Friday.

Please note the following:

1) I have <u>not</u> adjusted the numbers to reflect a 12.5% fair share in the manner discussed earlier this week with you and Tom. I have passed the concept on to both my client and Stu Hutt but do not have acceptance thereof.

   Frankly, the initial reaction is that we are being asked to take on an additional fair share burden but getting, in effect, zero density bonus. Therefore, for the time being at least, you should present the formulation as set forth.

2) I have taken a few liberties of fleshing out some of the concepts, but, I think, not in any way altering that which we discussed.

Dean

Exhibit A

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.

2. The Developers shall be responsible for a 12% mandatory set-aside (50% - low and 50% - moderate), as follows:

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

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

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 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.

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.

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

development.

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

RUTGERS
THE STATE UNIVERSITY
OF NEW JERSEY

SCHOOL OF LAW - NEWARK - CONSTITUTIONAL LITIGATION CLINIC
S. I. NEWHOUSE CENTER FOR LAW AND JUSTICE
15 WASHINGTON STREET - NEWARK - NEW JERSEY 07102 - 201/648-5687

April 26, 1985

Hon. Eugene D. Serpentelli
Assignment Judge of the
Superior Court of New Jersey
Ocean County Courthouse
CN 2191
Toms River, New Jersey 08754

Re: Urban League of Greater New Brunswick v. Borough of Carteret, C-4122-73 [Old Bridge]

Dear Judge Serpentelli:

I am writing with regard to the state of the settlement discussions in the Old Bridge case.

As Your Honor is aware, the Township of Old Bridge, Woodhaven Village, and Olympia and York, meeting without the Urban League, reached tentative agreement on a settlement proposal based on a 12% set aside. Although our client understands that a 20% set aside may be infeasible in Old Bridge because of its unique conditions, we nevertheless felt that the set aside percentage being offered was unnecessarily low, and we therefore offered a counterproposal on April 9, 1985, one that we feel comes closer to the Mount Laurel II standard of maximizing the "realistic opportunity" for the construction of low and moderate income housing. We also requested that developers provide us with a more detailed economic justification for their position that a very low set aside was required.

Against this background, we are concerned for a number of reasons by Mr. Shimanowitz' letter of April 22, 1985, for Woodhaven Village, a copy of which was sent to Your Honor. (I note parenthetically that Olympia and York has yet to respond at all.) First, we had understood that our settlement discussions outside the quasi-public meetings chaired by the Master would be in the

Exhibit G

Counsel: Frank Askin, Esq. — Eric Neisser Esq., Member, New York and Massachusetts Bars only — Elizabeth M. Schneider, Esq., Member New York Bar only — Jonathan M. Hyman, Esq., Administrative Director

customary setting of confidentiality, leaving to each party the independent decision whether to disclose its position to the Court. While the Urban League plaintiffs respect and appreciate the instances in which the Court has assisted in settlement discussions in the nine towns involved in this litigation, opposing counsel have heretofore always afforded each other the courtesy of approaching the Court jointly for such aid.

Second, Mr. Shimanowitz does not adequately or completely state the Urban League's counter offer, as we will make clear when and if it becomes necessary to place the compliance issue before the Court for resolution.

Third, although Mr. Shimanowitz seeks our comments on Woodhaven's report and invites further discussions, the letter is tantamount to a rejection of our proposal in toto. Unfortunately, the report on which this position is based does not really address the central economic question of the profitability of various set aside percentages, but rather packages in conclusory form what we already know -- that the developer would prefer a lower set aside than we think is realistically possible.

As soon as our expert has had an opportunity to review the Woodhaven report, we will seek to arrange a further settlement meeting in one last effort to conclude this matter without Court action. Frankly, however, we are not optimistic at this point that agreement can be reached, and we therefore feel that the time is rapidly approaching for us to request that the Court intervene.

It is our intention, should solid progress towards an agreement not be reached by May 10, 1985, to ask Your Honor on that date (when the pending Old Bridge motions are scheduled to be heard) to instruct Ms. Lerman to submit a report on compliance. Our suggestion is that all of the parties be given an opportunity to submit their preferred packages to Ms. Lerman and that she either recommend one of them favorably or devise a plan of her own, should she feel that the latter is necessary. After Ms. Lerman has reported, the recommended plan could be set down for hearing and Old Bridge at last brought into compliance with the constitutional mandate of Mount Laurel.

While we regret the probability of burdening the Court's already

full calendar, we have been pursuing these negotiations for almost a year and feel that our duty to our clients requires that we move more rapidly to the day when actual construction of lower income housing can begin.

Sincerely yours,

John M. Payne
Eric Neisser

Attorneys for the
Urban League Plaintiffs

JMP/id

cc:
Carla Lerman
Jerome Convery, Esq.
Thomas Norman, Esq.
Dean Gaver, Esq.
Thomas J. Hall, Esq.
Ronald Shimanowitz, Esq.

CARLA L. LERMAN
413 W. ENGLEWOOD AVENUE
TEANECK, NEW JERSEY 07666

rec'd 6/12

June 7, 1985

Jerome Convery, Esq.
P.O. Box 872
151 Route 516
Old Bridge, New Jersey 08857

Dear Mr. Convery,

I would like to confirm our telephone conversation of the evening of June 5, in which I reported to you the results of the separate meetings that I have had with the attorneys and principal of the Urban League, and the attorneys and principals of the two developers, Olympia and York and Woodhaven Village. These meetings focused on the appropriate percentages of low and moderate income housing units to be provided in the two major developments.

After extensive discussion of the alternatives that have been proposed over the past six months, the following formula was agreed upon by the two developers and the Urban League:

	O&Y	Woodhaven
Total units	13,200	7,275
Low income units @ six percent	792	437
Mod. income units @ nine percent	1,188	655
Least cost units	-0-	-0-
Total Mt. Laurel units, 15 percent	1,980	1,092

This represents the number of low and moderate income housing units to be constructed in the entire build-out of the two developments, not the number to be achieved by 1990.

As you will notice, this formula reduces the overall percentage that the Township and the developers had previously proposed, from 16% to 15%. The low income units stay the same, 6%, and the moderate income units increase from 6% to 9%. The 4% least cost units are dropped completely.

The Urban League would like a non-obligatory alternative included in the Fair Share agreement. This alternative would provide that if one of the developers decided to build low

Exhibit H

income rental units, the total low income percentages required would be reduced from 6% to 4%, and the moderate income units would be increased from 9% to 11%. It is assumed that the moderate income units would be sales units.

Although you were not able to be in Court on May 10, I am sure Mr. Noto relayed to you Judge Serpentelli's concern regarding the apparent delays in the final decisions on the issues to be resolved.

I am pleased this week to be in a position to report to Judge Serpentelli that the Old Bridge Municipal Utility Authority and the developers are moving toward an agreement on the method for meeting the water needs of Old Bridge and the two developments in the future, and that the procedures for Planning Board approval are being implemented to the satisfaction of all parties. Agreement on the Fair Share numbers and distributuion is now the major outstanding item to be resolved for a final settlement. It has now been discussed in all its possible variations, and I feel there is no reason for further delay in reaching agreement in principle, so that written agreements can be prepared in draft form, discussed, and finally approved.

Please transmit to the Mayor and Council my feelings on this, as the Court-appointed Master, and please advise them that I would be very happy to meet with them on this, or any other issue, if that would prove helpful. I certainly appreciate that these are important issues for the Township, both now and in the future, and that the Mayor and Council will be discussing it fully.

I understand that the Council has an Agenda meeting on June 10. I hope this can be discussed at that time, and acted on at the next regular meeting.

Please let me know if you have any questions regarding this matter, or if there is any way that I may be of assistance in moving this issue to resolution.

Sincerely,

Carla L. Lerman

Carla L. Lerman, P.P.

CC: Hon. Eugene D. Serpentelli, A.J.S.C.
All Counsel on Service List
Lloyd Brown
Sam Halpern

CARLA L. LERMAN
413 W. ENGLEWOOD AVENUE
TEANECK, NEW JERSEY 07666

rec'd 6/13

June 11, 1985

Jerome Convery, Esq.
P.O. Box 872
151 Route 516
Old Bridge, N.J. 08857

Dear Mr. Convery,

My letter to you of June 7, 1985 addressed the proposed distribution of low and moderate income housing units to be provided by the two major developers, Olympia and York and Woodhaven Village. Several other issues however, would be appropriate for the Mayor and Council to consider for approval at the same time.

1) The Urban League has not had the opportunity to discuss in any detail with the developer the proportion of low and moderate income units to be provided in Oakwood at Madison. The Urban League's opinion, however, is thatthe same percent of low and moderate income units as applies to Olympia and York and Woodhaven Village should apply to Oakwood at Madison, i.e., six percent low income and nine percent moderate income, for a total of fifteen percent.

2) The Urban League maintains its position that all other P.D. zones should require a sixteen percent set-aside for low and moderate income housing with eight percent low income and eight moderate income.

3) The Urban League would like a formal agreement that, at a point about halfway through the repose period, an opportunity would be provided to review and discuss the results of the provision of low and moderate income housing. I have asked Eric Neisser, counsel forthe Urban League, to forward proposed wording for this agreement to you, prior to your meeting with the Mayor and Council.

If these three points are discussed by the Mayor and Council, along with the points in my earlier letter, it should be possible to draft an ordinance which will address all the Fair Share issues for Old Bridge.

Based on the projected development schedules of the two major developers, it is clear that the proposed fifteen percent Mt. Laurel set-aside will not achieve the Fair Share obligation of Old Bridge by 1990. I feel, however, that it will be acceptable to extend that date by several years, given the projected date of start of construction and the size of the projected development over the next two decades. Naturally, Old Bridge would notbe expected to exceed its Fair Share before 1990.

I trust that these issues are clear. As I said in my earlier letter, it is extremely important at this point to reach agreement on these issues so that draft ordinances may be circulated, reviewed and adopted. If you have any questions, or feel that clarification of any issue is needed for Council approval, please do not hesitate to contact me.

Exhibit I

Jerome Convery, Esq. June 11, 1985

I will be in Washington until Friday afternoon, but I will be home all weekend in case you have any questions. Please feel free to call me if you wish.

Sincerely,

Carla L. Lerman, P.P.

cc: Hon. Eugene D. Serpentelli A.J.S.C.
All Counsel on Service List
Lloyd Brown
Sam Halpern

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S.I. Newhouse Center for Law and Justice

Writer's Direct Dial Number:
(201) 648-5481

June 11, 1985

Jerome Convery, Esq.
Township Attorney
151 Route 516
Old Bridge, N.J. 08857

Dear Jerry,

In accordance with Carla Lerman's request, I am herewith enclosing a copy of proposed wording that my client has requested as part of the settlement. This paragraph provides for good faith discussion concerning rental construction approximately mid-point through the 6-year repose period. As I hope the wording makes clear, the idea is to insure a serious informed discussion of the possibilities for rental construction after a few years of actual experience with the Old Bridge market and with these developments in particular. As the language indicates, this is an obligation for good faith discussion only. It is not a commitment to redefine the set-aside and would not, in any case, jeopardize either the Township's 6-year repose or the developers' maximum set-aside or the low income portion of it. I am, of course, open to wording suggestions that might better effectuate this goal. I am also enclosing the outlines of the key provisions of the agreement as well. These materials are provided for consideration by the Township Council at this Thursday's agenda meeting. Please let me know promptly if you have any questions. At Carla's request, I am sending a copy of this letter and the agreement to Dean Gaver and Stewart Hutt, as well as to her.

Sincerely yours,

Eric

Eric Neisser

cc: Carla Lerman, Master
Dean Gaver, Esq.
Stewart Hutt, Esq.

Exhibit J

6/11/85

KEY PROVISIONS OF PROPOSED
AGREEMENT CONCERNING
OLD BRIDGE COMPLIANCE PLAN

1. The set-aside for O & Y and Woodhaven shall be 15 percent.

If all units are for sale, then 6 percent shall be low income and 9 percent shall be moderate income.

If 4 percent of the units built in any one year by one developer are for rental to low income households, then the remaining 11 percent of the set-aside for that year for that developer may be moderate income sale units.

2. The set-aside for all other land within the existing PD zone shall be 16 percent.

If all units are for sale, the set-aside shall be split evenly, 8 percent low income, 8 percent moderate income.

If 6 percent of the units built in any year by any one developer are for rental to low income households, then the remaining 10 percent of the set-aside for that year for that developer may be moderate income sale units.

3. In all cases, units designated "low income" must be affordable to households earning 90 percent of the low income ceiling, that is, 45 percent of the regional median income, and units designated "moderate income" must be affordable to households earning 90 percent of the moderate income ceiling, that is, 72 percent of the regional median income.

4. In all cases, appropriate legal restraints, including an Affordable Housing Ordinance, shall insure that the units covered by this agreement shall be affordable to and restricted for re-sale or re-rental solely to low and moderate income households, as defined above, for a period of 30 years from the date of first occupancy.

5. Approximately two years after the issuance of the first building permit but in any case no later than three years from the date hereof, the parties shall meet to review in good faith the possibilities for construction of rental units in light of the initial years' experience, prevailing interest rates, costs of infrastructure, demand for rental housing, the financial status of the developers, and other relevant matters and, if appropriate, shall renegotiate in good faith the alternative rental mix in order to insure that the maximum number of rental units that are feasible given the overall set-aside are produced, provided that in no case shall the set-aside required of any party be more than 15 percent overall or more than 6 percent low income units nor shall the set-aside required of any other developer in the PD zone be

more than 16 percent overall or more than 8 percent low income units nor shall the Township's 6-year repose be disturbed. To facilitate such review, the parties shall provide each other with relevant information concerning the experience to that point, including construction costs for the low and moderate income units, additional costs associated with the construction and sale of both market and low and moderate income houses, the number of market units sold, the price of each house sold, the rent for any rental units constructed, and the management experience with any rental units constructed.