

Old Bridge 1485

U.L. v. Carteret

- Order

- Proposed Settlement Agreement + ~~A~~ Appendix A

Att: Cover letter to Company

Pg. 38

CA0000820

BRENER, WALLACK & HILL

ATTORNEYS AT LAW

2-4 CHAMBERS STREET
PRINCETON, NEW JERSEY 08540

(809) 924-0808

CABLE "PRINLAW" PRINCETON
TELECOPIER: (609) 924-6239
TELEX: 837652JERRY BRENER
HENRY A. HILL
MICHAEL D. MASANOFF**
ALAN M. WALLACK*
GERARD H. HANSON^
GULIET D. HIRSCHJ. CHARLES SHEAK**
EDWARD D. PENN+
ROBERT W. BACSO, JR.
MARILYN S. SILVIA
THOMAS J. HALL
SUZANNE M. LAROBARDIER+
ROCKY L. PETERSON
MICHAEL J. FEEHAN
MARY JANE NIELSEN*+
E. GINA CHASE**
THOMAS F. CARROLL
MARTIN J. JENNINGS, JR.**
ROBERT J. CURLEY* MEMBER OF N.J. & D.C. BAR
** MEMBER OF N.J. & PA. BAR
+ MEMBER OF N.J. & N.Y. BAR
* MEMBER OF N.J. & GA. BAR
^ CERTIFIED CIVIL TRIAL ATTORNEY

FILE NO.

October 2, 1985

Mr. Jerome J. Convery
Township Attorney
Box 872
151 Route 516
Old Bridge, NJ 08857

Dear Jerry:

As you are aware, we have received a number of comments on the Olympia and York draft settlement proposal, including numerous comments from the Township Planning Board through its attorney, planner and planning consultant.

In response, we have made a number of changes in all of the documents to reflect the comments which we have received, not only from the Township of Old Bridge, but also the Court-appointed special Master, Carla Lerman.

Please take note especially of the following:

A. The form has been changed somewhat. I have set it up in a conventional order which references the Township's obligation to put together a full compliance package, as well as the fact that the Court will want to hold a hearing on this settlement.

B. I have set up the "stipulation of settlement" as a settlement agreement, and have made some changes internally to reflect the fact that the Township Planning Board has indicated that it will not agree to the "expedited processing arrangement" as originally proposed, but instead has indicated it will accept a guaranteed 95-day review period.

In this regard, I can advise that Olympia & York is prepared to accept the assured 95-day period for Preliminary Subdivision and for Site Plan reviews; however, they believe 45 days is sufficient time for review of Final Subdivision and Minor Subdivision proposals, inasmuch as the review process for these applications should not be as extensive.

We have also altered the phasing schedule and the income limitations, to reflect the comments of the court-appointed Master.

In addition, extensive modifications were made in Appendices B and C to reflect the comments not only of the Planning Board's consultant but other planning consultants who have had the opportunity to review these documents.

We are providing these documents to you for your review and the review of the Planning Board, and look forward to the opportunity to discuss these revisions with you, Tom Norman, and representatives of the Planning Board in the near future.

There is, as you will recognize, a major area in which agreement has not yet been reached, namely, the off-tract improvement issue. I have revised the draft to indicate how I think we can deal with this, but basically, the Township and O&Y have to meet and put this issue to bed soon.

Finally, I believe it is important for us to focus, as soon as possible, on the other elements which I believe will have to be contained within the Township's compliance package. You will note, in the Agreement of Settlement and in the other documents appended thereto, particularly Appendix A, the possibility that the Township will impose part of the compliance obligation on other developers.

We are aware that there is a concern on the part of the other parties to this litigation that the other aspects of the compliance package may require the re-zoning of lands currently zoned other than Planned Development, creation of a mechanism to rehabilitate units, and potential agreements with owners of apartments which currently exist in the Township. We are not concerned with all aspects of the compliance mechanism, and are aware that the Township has already made progress in some aspects of the package. We are, however, concerned that there may be a delay in O&Y's development plans if a total package is not forthcoming.

We stand ready to work with you to formulate an acceptable total compliance package, which will enable us to settle this case completely and get on with the development process as soon as possible.

Very truly yours,
BRENER, WALLACK & HILL



Thomas J. Hall

TJH/krb
cc: Dean Gaver
Tom Norman

BRENER, WALLACK & HILL
2-4 Chambers Street
Princeton, New Jersey 08540
(609) 924-0808
Attorneys for Plaintiff

HANNOCH WEISMAN, P.C
4 Becker Farm Road
Roseland, New Jersey
(201) 531-5300
Co-Counsel for Plaintiff

URBAN LEAGUE OF GREATER NEW
BRUNSWICK, et. al.,

Plaintiffs,

v.

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

Defendants,

and

O&Y OLD BRIDGE DEVELOPMENT
CORPORATION, a Delaware
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, THE
SEWERAGE AUTHORITY OF THE
TOWNSHIP OF OLD BRIDGE and
THE PLANNING BOARD OF THE
TOWNSHIP OF OLD BRIDGE,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. C-4122-73

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY/
OCEAN COUNTY
(Mount Laurel II)

DOCKET NO. L-009837-84 P.W.

Civil Action

ORDER

(Old Bridge)

This matter having been opened to the Court by O&Y/Old Bridge Development Company, Henry A. Hill, Esquire and Dean A. Gaver, Esquire appearing, and in the presence of plaintiff Woodhaven Village, Stewart Hutt, Esquire appearing, and in the presence of the Urban League, Eric Neisser and John Payne, Esquires appearing, and in the presence of the Township of Old Bridge Municipal Utilities Authority, William E. Flynn, Esquire appearing, and the Township of Old Bridge Planning Board, Thomas Norman, Esquire appearing, and the Township of Old Bridge and the Township Council of Old Bridge, Jerome J. Convery, Esquire appearing; and the Court having reviewed the papers and memoranda submitted and good cause having been shown:

IT IS on this day of , 1985:

ORDERED,

1. The Settlement Agreement attached hereto, together with its Appendices and Schedules, having been reviewed and recommended by this Court's special Master, Carla Lerman, P.P., is found to be acceptable as a component of Old Bridge Township's compliance package to meet the constitutional obligations under Southern Burlington County NAACP v. Township of Mount Laurel (Mount Laurel II) 92 N.J. 158 (1983). The Settlement Agreement, together with its Appendices and Schedules, is hereby incorporated by reference and deemed to be part of this Order.

2. The attached Settlement Agreement requires a public hearing, conducted by the Planning Board of the Township of Old Bridge, on the planning aspects of the settlement as it affects the proposed development of plaintiff O&Y Old Bridge Development Corp. That hearing shall be scheduled no later than _____, 1985; and the Board shall have twenty (20) days thereafter to forward to this Court its recommendations and conclusions regarding that proposed development.

3. Thereafter, this Court shall schedule a compliance hearing to review

the Township of Old Bridge's plan for attaining compliance under Mount Laurel II and to consider the entry of a judgment of compliance in favor of the Township of Old Bridge.

4. Notice of the proposed hearing shall be published by the Township of Old Bridge no later than ten (10) days prior to the scheduled hearing. Notice shall be published in the Township's official newspapers in accordance with a form approved by this Court.

5. Copies of the proposed compliance package shall be made available to all parties in litigation as well as to members of the public no later than ten (10) days prior to the scheduled hearing.

6. Following approval by this Court of the proposed compliance package, the litigation against the Township of Old Bridge brought by O&Y Old Bridge Development Corp., Woodhaven Village, Inc.; and the Urban League of Greater New Brunswick may be dismissed, conditioned on the following:

- a. Carla Lerman, P.P. is retained as standing Master to assist in the resolution of disputes which may arise between the parties under the Settlement Agreement and the Schedules and Appendices attached thereto;
- b. The parties to this litigation may bring a motion, under R 1-10(5) to enforce rights under the Settlement Agreement and the Schedules and Appendices attached thereto;
- c. The parties shall conclude an agreement concerning the provision of an adequate supply of potable water for the O&Y and Woodhaven developments no later than December 15, 1985. If the parties have not completed the agreement by December 15, the Court, having retained jurisdiction, shall settle and implement a mechanism whereby the developers shall be assured of obtaining an adequate

supply of potable water for their entire projects.

7. This Court shall retain jurisdiction over this case so as to assure the implementation of the proposed agreement and all other aspects of the compliance package.

It is further ORDERED that the parties to this litigation shall supply this Court with all arguments, papers and memoranda concerning the proposed Settlement Agreement and the Township's proposed compliance package no later than _____, 1985.

Eugene D. Serpentelli, A.J.S.C.

We consent to the form and entry of this Order.

Henry A. Hill, Esquire
Attorney for O&Y Old Bridge Development Corp.

Dean A. Gaver, Esquire
Co-Counsel, O&Y Old Bridge Development Corp.

Stewart Hutt, Esquire
Attorney for Woodhaven Village

Jerome J. Convery, Esquire
Attorney for the Township of Old Bridge
and the Township Committee of the
Township of Old Bridge

Thomas Norman, Esquire
Attorney for the Planning Board
of the Township of Old Bridge

Eric Neisser, Esquire
Attorney for The Urban League

John Payne, Esquire
Co-Counsel, Urban League

William E. Flynn
O.B.M.U.A.

SETTLEMENT AGREEMENT

I. Parties to the Settlement

This is an agreement which has been reviewed and accepted by this Court and may be enforced by a motion brought pursuant to Rule 1:10-5 for enforcement of litigant's rights. This agreement is between the following parties:

1. O&Y Old Bridge Development Corporation, a Delaware Corporation, qualified to do business in the State of New Jersey. As used in this Stipulation, O&Y Old Bridge Development Corporation (hereinafter "O&Y") also refers to any successors or assigns of O&Y Old Bridge Development Corp.

2. Woodhaven Village, a corporation organized to do business in the State of New Jersey. As used in this Stipulation, Woodhaven Village (hereinafter "Woodhaven") also refers to any successors or assigns of Woodhaven Village.

3. The Urban League of Greater New Brunswick (a/k/a The Civic League of Greater New Brunswick), (hereinafter "Urban League"), a nonprofit corporation organized under the laws of the State of New Jersey. As used in this Stipulation, Urban League also refers to any successors or assigns of Urban League.

4. The Township of Old Bridge in the County of Middlesex, State of New Jersey which includes, but is not limited to, the following entities and officials:

- (a) The governing body of the Township of Old Bridge;
- (b) The Planning Board of the Township of Old Bridge;
- (c) The Mayor; all elected officials and professional employees of the Township of Old Bridge, including but not limited to, the construction code official, and Township Engineer, the Township Planning Consultant, the Township Attorney and any other individuals providing consultative services to the Township with reference to the land development process.

This matter having been opened to the Court by O&Y/Old Bridge Development Company, Henry A. Hill, Esquire and Dean A. Gaver, Esquire appearing, and in the presence of plaintiff Woodhaven Village, Stewart Hutt, Esquire appearing, and in the presence of the Urban League, Eric Neisser and John Payne, Esquires appearing, and in the presence of the Township of Old Bridge Municipal Utilities Authority, William E. Flynn, Esquire appearing, and the Township of Old Bridge Planning Board, Thomas Norman, Esquire appearing, and the Township of Old Bridge and the Township Council of Old Bridge, Jerome J. Convery, Esquire appearing; and the Court having reviewed the papers and memoranda submitted and good cause having been shown:

IT IS on this day of , 1985:

ORDERED,

1. The Settlement Agreement attached hereto, together with its Appendices and Schedules, having been reviewed and recommended by this Court's special Master, Carla Lerman, P.P., is found to be acceptable as a component of Old Bridge Township's compliance package to meet the constitutional obligations under Southern Burlington County NAACP v. Township of Mount Laurel (Mount Laurel II) 92 N.J. 158 (1983). The Settlement Agreement, together with its Appendices and Schedules, is hereby incorporated by reference and deemed (to be part of this Order.)

2. The attached Settlement Agreement requires a public hearing, conducted by the Planning Board of the Township of Old Bridge, on the planning aspects of the settlement as it affects the proposed development of plaintiff O&Y Old Bridge Development Corp. That hearing shall be scheduled no later than _____, 1985; and the Board shall have twenty (20) days thereafter to forward to this Court its recommendations and conclusions regarding that proposed development.

3. Thereafter, this Court shall schedule a compliance hearing to review

Hereinafter, all entities or individuals associated with the Township of Old Bridge shall be referred to as "Township".

5. The Township of Old Bridge Municipal Utilities Authority, (hereinafter "O.B.M.U.A."), a body corporate and politic organized under the laws of the State of New Jersey, and any successor agency which may be created within the Township of Old Bridge to purvey water within the corporate boundaries of the Township. Hereinafter, O.B.M.U.A. shall mean and refer to any officer, employee or member of the Board of the O.B.M.U.A. as well as the Authority itself.

II. Recitations

WHEREAS, O&Y owns approximately 2,600 contiguous acres of land within the Municipality of the Township of Old Bridge, and has held this land assembly for a number of years with intent to develop; and

WHEREAS, Woodhaven owns approximately 1,400 contiguous acres of land within the Municipality of the Township of Old Bridge and have held their land assembly for a number of years with intent to develop; and

WHEREAS, Woodhaven and/or O&Y intend to construct residential housing, commercial buildings, office buildings and industrial buildings within the Township of Old Bridge in conformity with an overall plan of development; and

WHEREAS, on August 9, 1979, O & Y formally requested the Old Bridge Planning Board to amend the application procedures of the Land Development Ordinance to permit O & Y to develop its lands in conformity with an overall development plan; and

WHEREAS, O & Y filed suit on February 18, 1981, Docket No. L-32516-80 P.W. seeking relief from the Old Bridge Land Development Ordinance then prevailing; and

WHEREAS, by formal resolution of Council, enacted May 3, 1982, the governing body of the Township of Old Bridge directed:

- (a) that O & Y be allowed to develop its lands in accordance with an overall development plan;
- (b) that O & Y be permitted to use its lands for residential, industrial, commercial and office development;
- (c) that O & Y be accorded an overall residential density of four (4) dwelling units per acre applicable to the 2,565 acres it then owned, for a total of 10,260 units; and
- (d) that the Land Development Ordinance be amended accordingly.

WHEREAS, on April 5, 1983, The Old Bridge Township Council adopted a new Land Development Ordinance; and

WHEREAS, on May 22, 1983, O & Y filed an application for approval of a plan to develop its lands; and

WHEREAS, on December 14, 1983, 206 days after filing, Planning Board voted to deny O & Y's development application without prejudice; and

WHEREAS, on January 8, 1984, O & Y reinstated its inactive 1981 lawsuit; and

WHEREAS, on February 14, 1984, O & Y withdrew its 1981 complaint and substituted therefor an action against the Township of Old Bridge and the other defendants, Docket No. L-009837-84 P.W. alleging, inter alia, that the Old Bridge Township Land Development Ordinance was not in conformance with the constitutional requirements set forth in Southern Burlington County NAACP v. Township of Mt. Laurel 92 N.J. 158 (1983), hereinafter Mount Laurel II and that the Old Bridge Township Land Development Ordinance was procedurally and substantively defective, which defects impaired the ability of the Township to provide realistic housing opportunities for lower income households; and

WHEREAS, in the suit, O & Y sought relief from the Court to assist O & Y in realizing its development in return for offering the public interest benefit of providing substantial housing affordable to lower income households; and

Give UL a where as

WHEREAS, Woodhaven filed suit against the Township of Old Bridge and related defendants on May 31, 1984, also alleging violations of the standards of Mount Laurel II and similarly seeking relief; and

WHEREAS, on June 18, 1984, O & Y amended its Complaint to include the Old Bridge Municipal Utilities Authority (O.B.M.U.A.) and the Old Bridge Township Sewerage Authority, as co-defendants; inasmuch as these parties control utilities essential to the resolution of the litigation; and

WHEREAS, O & Y and Woodhaven have reached an agreement with the Old Bridge Township Sewerage Authority for the provision of sewerage systems to serve their developments and the Old Bridge Township Sewerage Authority has now been dismissed as a defendant in this litigation; and

WHEREAS, on July 2, 1984, the Township entered a stipulation acknowledging its obligation to provide 2,414 lower income housing units by 1990; which number has been modified by the acceptance on the part of all parties hereto of credits for prior housing efforts, so that the number of housing units agreed by all parties and the Court to be Old Bridge Township's fair share obligation by 1990 is 2,131 affordable housing units; and

WHEREAS, on July 13, 1984, this Court found Old Bridge Township's 1983 Land Development Ordinance not to be in compliance with the constitutional requirements of Mount Laurel II and Old Bridge Township was afforded reasonable time to redraft and adopt a complaint Ordinance; and

WHEREAS, the Township of Old Bridge did not enact a compliant Ordinance and on November 13, 1984 this Court appointed Carla Lerman, P.P. AICP as Special Master to review the Township's Land Development Ordinances and to assist the parties to negotiate a settlement of all issues in this case; and

WHEREAS, Ms. Lerman's assistance has been instrumental in inducing the parties to resolve the issues of this case; and

WHEREAS, the Township is willing to meet its constitutional obligation by modifying its existing Land Development Ordinance; and

WHEREAS, both O & Y and Woodhaven have committed themselves to incorporate substantial opportunities for housing for lower income families in their developments; and

WHEREAS, the Urban League concurs in the methodology proposed to provide such lower income housing; and

WHEREAS, the Board of Commissioners of the O.B.M.U.A. on May 22, 1985 unanimously passed a Resolution:

- a) recognizing that there is a pressing need to obtain additional water supplies to serve their franchise area;
- b) recognizing that the New Jersey Department of Environmental Protection (N.J.D.E.P.) has curtailed additional groundwater diversion rights;
- c) recognizing that the N.J.D.E.P. will substantially reduce present groundwater diversion rights effective January 1, 1987;
- d) recognizing that the O.B.M.U.A. has conducted an extensive investigation of all possible water sources;
- e) recognizing that the most dependable long term source of water in the quantity required is from the Middlesex Water Company (hereinafter, "M.W.C.") in Edison;
- f) recognizing that O & Y and Woodhaven have offered to finance a plan to construct a transmission pipeline to connect the O.B.M.U.A. facilities to those of the M.W.C.; and
- g) directing the O.B.M.U.A. attorney and engineer to negotiate with O & Y, Woodhaven, the M.W.C. and the Borough of Sayreville regarding an agreement to finance and construct a water

transmission main connecting the M.W.C. facilities to the O.B.M.U.A. facilities; and

WHEREAS, O & Y and Woodhaven's proposal to finance construction of the water transmission facilities is conditional upon satisfactory resolution of all other matters under the jurisdiction of the Township that are necessary to proceed with their developments; and

WHEREAS, comprehensive settlement of all issues currently in litigation between the Township, O & Y, Woodhaven, and the Urban League would provide additional potable water supplies to the entire Township, thus providing enhanced opportunities for the construction of lower income housing, additional market housing and increased non-residential development potential for the Township of Old Bridge in general; and

WHEREAS, the parties agree to the terms and conditions of the stipulation as set forth below and the Master has reviewed and recommended to this Court the acceptance of this Stipulation of Settlement which the Master has found to be in compliance with the constitutional requirements set forth in Mt. Laurel II; and

WHEREAS, the settlement of all issues in this case would be in the public interest, and such settlements are encouraged by this Court.

III. MATTERS RESOLVED BY AGREEMENT

III-A. Mount Laurel II Compliance

III-A.1 Establishment of an Agency:

Old Bridge Township shall establish or contract with an agency ("Township Agency") to screen and place all applicants for low and moderate (hereinafter, generally referred to collectively as "lower income") housing. The Township Agency shall also be responsible for maintenance of income restrictions, resale controls, and other mechanisms which may be necessary in order to assure that these units will continue to be affordable to lower income households over time. This Agency shall

Specify Affordability

either be part of the Municipal Government of the Township of Old Bridge or directly controlled by the Township of Old Bridge; or, if a contract is entered into with another entity to carry out the responsibilities of the Township Agency, the Township of Old Bridge shall be exclusively responsible for the execution and implementation of this contract. *No developer control*

III-A.2 Ten (10%) percent Set-aside:

All developers of planned development (PD)-zoned lands within the Township of Old Bridge shall set aside ten (10) percent of the total number of the dwelling units within their developments as housing affordable to low and moderate income families. Developers of ten or fewer housing units may make a contribution to the Township Agency in lieu of constructing the housing themselves. *Specify who*

Low and moderate income housing for rental or for sale shall be priced so that, on the average, it will be affordable to households earning ninety (90) percent of the limits established for each of the income groupings, such that the housing provided for low income households shall, on the average, be affordable to families earning forty-five (45) percent of the adjusted median income for the Middlesex, Somerset, Hunterdon Primary Metropolitan Statistical Area and housing for moderate income households shall, on the average, be affordable to persons earning seventy-two (72) percent of the adjusted P.M.S.A. median income for the region, provided that in no event shall the "affordability" criteria of units for low income families exceed fifty (50) percent of the adjusted P.M.S.A. median income for the region or in the case of moderate income families, eighty (80) percent of the adjusted P.M.S.A. median income for the region. "Adjusted" P.M.S.A. median income refers to the process of multiplying the current year PMSA income by 91% so as to yield a lower figure, which approximates the income figure for the eleven county Northern New Jersey region, for which data is no longer conveniently available.

OK but check w/ AM

The Township's Land Development Ordinance shall be amended, substantially in accord with Appendix A, to include a requirement of a ten percent (10%) setaside for housing designed to be affordable to lower income households, which requirement shall be applicable to all residential developments zoned "Planned Development", regardless of size or classification.

III-A.3 Provisions for Lower Income Housing

- (i) Housing units shall be provided which shall be housing affordable to families of low income equal to five (5) percent of the total number of housing units sold or rented within a particular subdivision within the development; and
- (ii) Housing units shall be provided which shall be housing affordable to families of moderate income equal to five (5) percent of the total number of housing units sold or rented within a particular subdivision within the development.

III-A.4 Compliance Status Report

All developers with a lower income housing obligation shall provide the Township Agency with a Compliance Status Report as more fully set forth in Appendix A, attached hereto.

III-A.5 Housing Plan

Developers with a lower income housing obligation shall supply, as part of their initial application for development within any Planned Development to the Old Bridge Planning Board, a "Housing Plan". This obligation to supply a housing plan is deferred, as to Olympia and York and Woodhaven Village, until such time as each of these developers apply for their second application for Major subdivision or Site Plan. This Housing Plan shall set forth the mechanisms whereby the developer will construct lower income housing. Such a Housing Plan shall indicate the approximate sizes, the numbers, types, locations, price ranges, price controls, deed restrictions

1st
a member?

and marketing strategies for the lower income housing, with a phasing schedule for the actual delivery of such units as part of the overall development in tandem with the market units. In particular, the Housing Plan shall provide a mechanism to insure that the units remain affordable to lower income households for a period of twenty (20) years from the date of issuance of the initial Certificate of Occupancy for each such lower income housing unit.

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III-A.6 Waiver of Township Fees

Old Bridge Township agrees to waive all applicable application and permit fees related to lower income housing. It is expressly understood this waiver applies only to those housing units specifically designated as "lower income housing" as that term is defined in this Order.

III-B.1 Rent Controls

All developments providing a ten percent (10%) low income housing setaside shall be exempt from all Municipal rent control regulations except such controls as provided herein that are specifically applicable to low income housing.

for the period that ML controls apply

III-B.2 Suspension of Lower Income Housing Obligation

The Township's lower income housing obligation to the year 1990 is 2,131. After building permits have been issued for 2,131 lower income housing units to be constructed in the Township prior to the end of the year 1990, the Township will have the right to suspend the construction of further lower income housing units. Such suspension shall continue until such time as the Township's obligation for lower income housing beyond the year 1990 is determined. Such suspension of lower income housing shall not affect O & Y or Woodhaven's right to construct market housing. O&Y and Woodhaven are guaranteed the right to proceed with construction at four (4) dwelling units per acre.

CO's. They could renege on permits 1991 or 1992 or 1993 no date in 1990

IV. LAND DEVELOPMENT STANDARDS

IV-A Ordinance Revisions

The Township of Old Bridge agrees to amend its Land Development Ordinance to meet its constitutional obligations as directed by this Court on July 13, 1984, which amendments will be enacted by the Governing Body of the Township in accordance with a time schedule acceptable to this Court.

IV-A.1 Objectives

The Ordinance Amendments to be adopted by the Township shall have the following objectives:

- a. Ensuring the construction of affordable housing, maintained as affordable over time, using procedures substantially in accord with the concepts contained in Appendix A, attached hereto;
- b. Ensuring the rapid processing of development applications, using a simplified two-stage subdivision/site plan review process, with procedures substantially in accord with the concepts contained in Appendix B, attached hereto;
- c. Eliminating cost-generative standards, using standards substantially in accord with the concepts contained in Appendix C, attached hereto.

IV-A-2 Accelerated Review Process:

Developers supplying lower income housing as part of Planned Developments shall have available to them accelerated review procedures, set forth in Appendices A and B.

IV-A-2.1: Accelerated Review Schedule

Under the accelerated review procedure, the Township Planning Board is obligated to review and make decisions with respect to applications for Preliminary Major Subdivision and for Site Plans within ninety-five (95) days of application; and to review and decide applications for Final Major Subdivisions and Minor Subdivisions within forty-five (45) days of application.

In order to accommodate this schedule, the Township Planning Board agrees to hold special meetings for applications which are part of an inclusionary development, and to allocate staff, either Township employees or special consultants, to review such applications on a timely basis.

Developers seeking Township approval of applications under these procedures shall supply such funds as are reasonably necessary to assure competent professional planning and engineering review throughout the application process. Such funds will be placed in escrow, and invoices for professional services rendered on behalf of the Township for such professional reviews will be required prior to release of such funds. Fees charged by consultants to the Township shall not exceed the normal and customary fees charged by such consultants, and the developers shall have an opportunity to review such charges. In the event that a developer regards application review fees as excessive, the developer may appeal such charges to the Court-appointed Master. *Final arbiter?*

The developer shall receive full credit for all application fees paid to the Planning Board as required by Ordinance

IV-A-2.2 Master's Review

Olympia and York and Woodhaven Village shall have available to them a procedure to appeal to the Court-Appointed Master which appeal procedure is more fully set forth in Appendix A.

V. PROVISIONS SPECIFIC TO O & Y AND WOODHAVEN

V-A Vesting

Under the terms of this settlement, O & Y and Woodhaven shall have all the rights and privileges, specific unit counts, specific development rights and specific land development standards set forth herein, vested for a period of twenty (20) years from the date of entry of this Order.

*no special
enclosed right
to acquire
future acres*

V-A.1 O & Y Unit Count

O & Y shall be permitted to build four (4) units per gross acre (10,560 units based on their present holdings of 2,640 acres), ten percent (10%) of which, or (1,056 units), shall be reserved as housing affordable to lower income households, and the remainder of which shall be housing without price controls or rent control restrictions.

V-A.2 Woodhaven Unit Count

Woodhaven shall be permitted to build four (4) units per gross acre (5,820 units based on their present holdings of 1,455 acres), ten percent (10%) of which, (582 units), shall be reserved as housing affordable to lower income households, and the remainder of which shall be housing without price controls or rent control restrictions.

V-B Development Rights Specific to O & Y and Woodhaven

V-B.1 Settlement Plan

Attached hereto as Plate A is the O & Y Settlement Plan and attached hereto as Plate B is the Woodhaven Settlement Plan, each of which shows their land holdings in the Township of Old Bridge that are subject of this Stipulation of Settlement; and

- a) designates those lands to be used for residential development;
- b) designates those lands to be used for retail commercial development;
- c) designates those lands to be used for industrial and/or office and/or hotel-motel development;
- d) designates those lands to be set aside for open space use;
- e) designates those specific areas within the residential lands that may be used for midrise apartment development; and
- f) shows the approximate alignment of the basic internal road system.

V-B.2 Additional Lands

O & Y or Woodhaven may acquire additional lands ("outparcels") from time to time which, provided they are contiguous to their lands owned at this time as listed in Schedules B and C, shall be treated as if they are part of the original land holdings of O & Y and/or Woodhaven and incorporated into their Settlement Plan. Specifically, such outparcels may be developed at four (4) dwelling units per acre and the number of dwelling units attributable to the outparcels shall be added to the total number of residential dwelling units permitted within their respective developments provided, however, that the number of lower income housing units required to be built within the development shall also be increased by ten percent (10%) of the number of additional dwelling units attributable to the acquired outparcels.

V-B.3 Approval Procedures

O & Y and Woodhaven shall each have the right to develop their lands in accordance with the Settlement Plan applicable to their lands upon entry of this Order provided:

a). The Planning Board shall have the right to hold a public hearing on the Settlement Plans, which may be scheduled separately.

b) Such hearings on the Settlement Plans shall be scheduled according to a Court Order.

c) A report on the hearings shall be submitted to the Court within twenty (20) days following the hearing(s), and the report shall contain such conclusions and recommendations as the Planning Board may wish to include.

d) Thereafter, a Preliminary Plan of Subdivision or a Site Development Plan shall be submitted to the Township Planning Board for its review and approval after a public hearing each time any of the lands within the Settlement Plan are proposed for development; and

e) a Final Plan of Subdivision shall be submitted to the Township Planning Board which shall be reviewed and voted upon following a public hearing, all as set forth in the attached appendices;

f) Final plans and Minor Subdivisions shall be scheduled for public hearing with public notice provided by publication only,

i) provided the Final Plan is in conformity with the Preliminary Plan, as approved by the Board; and

ii) provided such Preliminary and Final Subdivision and Site Development Plans as submitted shall be consistent with the land uses and general alignment of the major road systems as shown on the Settlement Plan; and

iii) provided such Preliminary and Final Subdivision and Site Development Plans as submitted shall be in conformity with the Development Standards and Procedures attached hereto as Appendices B and C.

V-B.4 Development Standards:

V.B.4.1 General Standards

The Township, O&Y and Woodhaven agree to abide by the procedures, principles and standards set forth in Appendices A, B and C, attached hereto and made part hereof. The provisions in the attached appendices shall be applicable exclusively to O&Y and Woodhaven immediately upon entry of this Order and such Land Development Ordinance amendments purporting to affect Planned Developments as may be subsequently adopted by the Township shall not apply to O&Y and Woodhaven without their written consent.

V.B.4.2 Additional Standards, Studies and Reports

The Township agrees that as to O&Y and Woodhaven's specific sites, set forth in the Landholdings List referenced below, there shall be no further

Environmental Impact Statement, Community Impact Statement, Fiscal Impact Statement, Historical Features Study, or other similar reports or studies required, provided that the developers have supplied such studies affecting their lands within the past five (5) years.

The Township agrees that as to O&Y and Woodhaven's specific sites, there shall be no aquifer recharge requirement, inasmuch as O&Y and Woodhaven have made arrangements with the O.B.M.U.A. for potable water, and have agreed to abide by the State requirement that post-development runoff will not exceed the pre-development rate, and will provide such natural recharge through non-structural means whenever practical and feasible.

V-B.5 Housing Plan

O & Y and Woodhaven shall each file a Housing Plan with the Planning Board, but their Housing Plans shall not be required until O & Y or Woodhaven receive Planning Board approval for the second major subdivision applied for by these developers. However, this obligation to supply a Housing Plan shall be deferred until such time as the Township Agency is fully operational. O&Y and Woodhaven shall not be required to file a housing plan until after the Township Agency has been established and published rules and regulations. They shall, however, be obligated to commence construction of the required low income housing component in accordance with the Phasing Schedule set out in Appendix A.

V-C Site Specific Provisions

V-C.1 Industrial/Commercial Development

O & Y shall be permitted to construct office/retail, commercial/industrial space on their PD/SD zoned lands which are included in the Settlement Plan at an average overall Floor Area Ratio of fifty percent (50%), which lands are contained in two separate parcels as follows:

- a) 237 acres on the northerly side of Texas Road in the vicinity of State Highways 9 & 18;
Total Permitted Gross Floor Area 5,162,000 square feet;
- b) 42 acres on the southerly side of Texas Road in the vicinity of State Highways 9 & 18;
Total Permitted Gross Floor Area 915,000 square feet, with no lower income housing obligation attendant upon this right.

V-C.2 Shopping Center Site

O & Y shall also be permitted to construct a regional shopping center of up to 1,235,000 square feet on approximately eighty-five (85) acres of their lands designated for this purpose, located on the southerly side of the proposed Trans Old Bridge Connector Road in the vicinity of its juncture with State Highway 18, with no lower income housing obligation attendant to this right.

V-C.3 Optional Shopping Center Site

O & Y shall have the option of constructing the shopping center referred to in paragraph V-C.2 on the PD/SD lands referred to in subparagraph V-C.1. If this option is exercised, the total permissible Gross Floor Area of all buildings to be built on these lands (exclusive of the shopping center) shall be reduced by fifty percent (50%) of the total land area of the parcel developed as a shopping center. In the event of the exercise of this option those lands reserved for a shopping center referenced in paragraph V-C.2 may be used for the construction of housing (at the option of the developer) or for commercial/industrial uses pursuant to the underlying zoning.

V-C.4 Midrise Apartments

O & Y shall be permitted to construct midrise apartments not exceeding eight (8) stories in height on its lands which apartments may be for rent or for condominium ownership subject to the following limiting conditions:

- a) no dwelling unit within a midrise apartment will be made available as a lower income housing unit;
- b) midrise apartments will be limited to those areas designated on the Settlement Plan and will not be permitted in any other location without a specific approval from Planning Board.
- c) the total number of apartment units within all midrise apartments shall not exceed ten percent (10%) of the total number of dwelling units permitted within the development;
- d) no building permit will be issued to construct a midrise apartment until at least twenty-five percent (25%) of the residential units within the development have been built.

V-D Off-Tract Improvements

The Township hereby agrees that the sum of \$_____ represents the total amount of off-tract improvement obligation to be paid by O&Y. There shall be no further obligation by O&Y to pay any additional sums for off-tract improvements unless the total number of residential units as outlined in the concept plan, is increased by more than ten (10%). These funds are to be applied as follows:

(Herein, list the improvements which are the subject of this agreement)

O&Y shall pay \$_____ at such time as final approval is granted on the first major subdivision submitted by O&Y, and the balance of such funds shall be paid on the basis of \$_____ paid concurrently with the issuance of each certificate of occupancy for each residential dwelling unit, and \$_____ for each One Thousand (1,000) square feet of non-residential development.

The Township acknowledges that the construction of the Trans-Old Bridge Connector is a special benefit to the Township and credits O&Y with \$_____ towards its overall off-tract improvement obligation.

V-E.1 Sanitary Sewerage System

The parties signatory hereto acknowledge that an agreement has been reached with the Old Bridge Township Sewerage Authority with respect to the provision of sewage service adequate to serve the complete projected requirements of both O & Y and Woodhaven. This agreement has previously been filed with the Court and is referenced herein as Addendum I.

V-E.2 Water

The parties signatory hereto acknowledge that an agreement to provide potable water supplies, not only to developments to be undertaken by O & Y and Woodhaven but also to serve other portions of Old Bridge Township, is being negotiated between O & Y, Woodhaven and the O.B.M.U.A. To resolve their mutually shared concern regarding the shortage of dependable long term potable water supplies, an informal Consortium has been formed consisting of the Borough of Sayreville, the O.B.M.U.A. and the two developers, O & Y and Woodhaven. The current proposal is to have the developers, in conjunction with Middlesex Water Company (M.W.C.), construct an eight mile water transmission pipeline from M.W.C. facilities in Edison, across the Raritan River, through the Borough of Sayreville, into the Township of Old Bridge and terminate at the O.B.M.U.A. treatment plant on Highway 18. The municipalities, or their Authorities, would enter into financial arrangements for capacity in the line.

The line will be capable of delivering 30 Million Gallons per Day (M.G.D.) at the point of crossing of the Raritan River. This capacity will be allocated: 10 M.G.D. to Sayreville, 10 M.G.D. to the developers with the remaining 10 M.G.D. covering the existing and future needs of the Township exclusive of the southwest quadrant where O & Y and Woodhaven have their developments.

While the O.B.M.U.A. recognize it is essential that it participates in this project and has passed a formal resolution acknowledging this fact, there are

constraints making it difficult for the O.B.M.U.A. to commit to the project without a reasonably firm cost estimate and a public hearing.

To address unresolved issues concerning funding, O & Y and Woodhaven have proposed a financial plan. Under this plan, the developers will pay one-half of the O.B.M.U.A.'s cost of constructing the pipeline provided future water connection fees from their developments are allowed to offset against this cost plus interest. The developers have also proposed to carry the O.B.M.U.A.'s share of the construction cost of the pipeline until the O.B.M.U.A. can obtain the required funds from a bond issue. Although the O.B.M.U.A. is not in a position to grant formal approval at this time, the developers' proposal was very favorably received by the Board of Commissioners. Settlement of all housing, planning and development issues is a necessary precondition to reaching an agreement on the water issue. This Order constitutes such settlement.

V-F Additional Considerations

V-F.1 New Legislation. This Consent Order shall not be affected by any State, County or municipally imposed moratorium or phasing schedule which may become an option due to the passage of legislation or for any other reason. There shall be no increase in the densities provided to O & Y or Woodhaven, no increase in lower income housing obligations, nor any constraints placed on O & Y and Woodhaven as to phasing, marketing considerations or price controls as a result of any legislation purporting to deal with "Mount Laurel II" considerations. O & Y has the right to build 10,560 housing units, and the obligation to provide 1,056 housing units affordable to lower income households, on the 2,640 acres it currently owns. Woodhaven has the right to build 5,820 housing units, and the obligation to provide 582 housing units affordable to lower income households, on the 1,455 acres it currently owns.

However, nothing contained herein shall deny any other benefits which may accrue to the Township of Old Bridge as a result of any legislation as affecting

any other developer, nor shall the Township of Old Bridge be constrained, as a result of this Stipulation, from applying for and using any subsidy funds which may come into existence as a result of new legislation.

In addition, the Township shall be free to pursue whatever avenues are open to it to establish its fair share obligation for years after 1990.

V-F.2 Potential Conflict. It is further provided that if there is conflict between any Ordinance now in existence or passed subsequent to this Order, this Order and the attached Appendices, as affecting the rights of O&Y, Woodhaven or the Township, shall control.

In the event of any conflict between the parties signatory hereto as to any meaning contained herein, the parties agree to submit their disputes to the court-appointed Master before seeking redress in the Court.

V-F-3. Upon entry of the Court Order to which this is an attachment, the Township of Old Bridge agrees to begin the process of immediate implementation of this agreement and the appendices attached hereto.

Specifically, the Township Planning Board will schedule a public hearing on the Settlement Plan or Plans, provide the Court with its recommendations in a timely fashion, and thereafter, begin the process of review of all applications submitted by O&Y and Woodhaven.

For: The Township of Old Bridge

For: The Old Bridge Township Planning Board

For: The Old Bridge Township Municipal
Utilities Authority

For: O&Y Old Bridge Development Corp.

For: Woodhaven Village, Inc.

LIST OF APPENDICES ATTACHED HERETO:

1. Appendix A: Sets forth procedures to enable Old Bridge Township to meet its constitutional obligations regarding lower income housing.
2. Appendix B. Procedural reforms to the Old Bridge Land Development Ordinance, applicable to the signatories of this Agreement, substantially as developed by the Developers-Township working group and reflecting the concepts embodied in Carl Hintz's memo of February 22, 1985.
3. Appendix C. Sets forth substantive reforms as to planning standards, streamlining those set forth in the Old Bridge Township Land Development Ordinance.
4. Appendix D. Sets forth sample engineering standards. Will be modified to reflect those engineering standards acceptable to the parties.
5. Schedule I: List of O&Y Landholdings as of July, 1985:

ADDENDUM REFERENCED HEREIN BUT NOT ATTACHED HERETO:

Addendum I: The Sewer Agreement

ADDITIONAL MATERIAL TO BE SUPPLIED

Plate A: The O&Y Concept Plan (Note: Plate A has been presented to the Old Bridge Township Council)

Plate B: The Woodhaven Concept Plan

Schedule II: List of Landholdings as of July ____, 1985: Woodhaven Village.

9/30/85-TJH6

APPENDIX A

A.1 Purpose

The material set forth herein is intended to form both a framework for the Township's adoption of Ordinance amendments, as well as to provide a mechanism to permit O&Y and Woodhaven to commence development immediately without waiting for the promulgation of a new Township Ordinance.

A.2 Definitions

"Adjusted Median Income" shall mean and refer to the product of multiplying the published median income of the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area by 91%.

"Affordable Housing" shall mean and refer to housing setaside for qualified Lower Income Households which is priced as follows:

- i. Housing for sale: The combination of costs for principal, interest, taxes and insurance (or homeowners association assessments, if applicable) shall not exceed 28% of Total Lower Income Household Income; and
- ii. Housing for rent: The combination of contract rent plus an allowance for utility costs shall not exceed 30% of Total Lower Income Household Income.

"Agency" shall mean and refer to the Township Agency referenced below.

"Household" shall mean and refer to all persons living as a single non-profit housekeeping unit, whether or not related by blood, marriage or other affiliation.

"Housing Plan" shall mean and refer to a proposed scheme for providing affordable housing for lower income households within the Township of Old Bridge, submitted to and approved by the Planning Board.

"Lower Income" shall mean and refer to both low and moderate income housing.

"Low Income" shall mean and refer to incomes which are 50% or less than the median income established for the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area (PMSA), and as adjusted from time to time by agencies of the United States government.

"Moderate Income" shall mean and refer to incomes which are between 50% and 80% of the median income for the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area (PMSA), as may be adjusted by an agency of the United States government from time to time.

"Order" shall mean and refer to the Order issued by the Hon. Eugene D. Serpentelli, A.J.S.C., dated _____, dismissing the litigation between Olympia and York Old Bridge Development Corp. and the Township of Old Bridge et al, and shall also mean and refer to all appendices and memoranda attached thereto.

"Region" shall mean and refer to the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area (PMSA).

"Township Agency" shall mean and refer to any entity established by the Township of Old Bridge to administer any portion of the lower income housing program within the control of the Township of Old Bridge.

"Total Household Income" shall mean and refer to all gross income from all sources of all members of the household or family.

A.3 Lower Income Residential Requirement

A.3.1 Requirement:

Every planned development built within the Township of Old Bridge shall set aside ten (10%) percent of all housing units which shall be affordable to lower income households.

A.3.2 Distribution:

Five (5%) percent of all housing units built within planned developments within the Township of Old Bridge shall be affordable to low income households; and five (5%) percent of all housing units built within planned developments within the Township of Old Bridge shall be affordable to households of moderate income.

A.4. Affordable Housing Plan:*

Applicants seeking approval for any planned development shall submit a proposed affordable housing plan for approval by the Planning Board as part of the documentation required for the first section of the development, wherein preliminary approval is requested for either subdivision or site plan.

The affordable housing plan shall contain the following major elements:

- (a) Description of the units, by number, size and probable location;
- (b) Description of the affordability control mechanism, such as deed restrictions, rental price controls, resale controls, etc.;
- (c) Description of means of assuring affordability over time;

* The Stipulation of Settlement provides a different filing schedule for O&Y and Woodhaven.

- (d) Description of the relationship of lower income housing units to Township screening procedure;
- (e) Description of the duration of the affordability controls (minimum requirement for lower income housing is twenty (20) years; minimum requirement for maintenance as rental units, if contemplated, is ten (10) years);
- (f) Description of any proposed conversion process, if applicable, involving the rental units;
- (g) Description of the proposed marketing scheme for the lower income housing units; and
- (h) Description of a disclosure statement to be attached to all contracts for rental or sale of all housing units within the development, whether market or price controlled.

A.5 Screening Procedures:

The Township of Old Bridge, by ordinance, shall establish an affordable housing agency, which shall review all affordable housing plans and certify them to the Planning Board. The affordable housing agency shall also establish, by rules and regulations, mechanisms where by lower income households can be screened for income eligibility and for potential placement in available affordable housing.

A.6 Affordability Standards:

Applicants for each subdivision and/or site plan approval, following the initial submission of the housing plan, shall demonstrate to the Planning Board how the applicant is meeting the commitments and schedules set forth in the affordable housing plan.

Applicants shall demonstrate that affordable housing units are being priced so that, on the average, they are affordable to households earning ninety (90%) of the limits established for the income groupings, such that housing for low income households shall on the average, be affordable to persons earning forty-five (45%) percent of the Adjusted Median Income for the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area (P.M.S.A) and housing for moderate income households shall on the average be affordable to persons earning seventy-two (72%) percent of the Adjusted Median Income for the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area (P.M.S.A).

A.7 Bedroom Mix:

Lower income housing units shall be provided in combinations of efficiency, one bedroom, two bedroom and three bedroom units. While the distribution of units should be reasonably reflective of the market units to be provided, the lower income units shall include at least 45% efficiency and one bedroom units; 30% two bedroom units; and 10% three bedroom units.

A.8 Phasing Schedule:*

The total number of units to be provided in a planned development shall be established through a memorandum of agreement between the Planning Board and the developer. Set forth below is an illustration of a phasing schedule for Olympia and York, based on the present land holdings, and assuming the present projected build-out of 10, 560 units, of which 1,056 shall be lower income housing units. The percentages set forth below are based on issuances of certificate of occupancy.

<u>MARKET RATE HOUSING PERCENTAGE Maximum</u>	<u>LOW & MODERATE INCOME HOUSING PERCENTAGE Minimum</u>
Up to 10%	0% (none required)
For each one thousand units: (from 1000-10,000 units)	11% of each thousand units
For projects <u>after</u> 10,000 units:	12% of each application

Notwithstanding the foregoing, there shall be a "cap" of 10% of the total projected market units, currently projected to be 10, 560 units. If Olympia and York acquires additional lands, additional lower income housing units shall be provided, on the basis of ten (10%) percent of residential units constructed on such lands.

It is further understood that the Planning Board shall be flexible in its review procedures, and not insist on mathematical precision in assuring that reasonable progress is being made in providing the required lower income housing. So long as the target goals set forth above are being reached on an annualized basis, it is not necessary for each application for development to have a specific percentage of lower income units included.

A.8.1 Anticipated Applications

O&Y intends to submit its initial application for preliminary approval of the first section of the development as soon as the Order, of which this is an Appendix, is entered. It is anticipated that this subdivision will be for approximately 950 residential units, which will be all market units. Thereafter, O&Y will be submitting development applications for other phases of its development, which will include market units, lower income units and industrial and commercial phases of the development. Actual applications for development will be submitted in accord with marketing, financing, and other considerations.

* Section A.8 and A.8.1. apply to O&Y. Woodhaven Village (or other developers of inclusionary housing) shall supply their own schedules.

A.9 Fee Waivers:

Notwithstanding any ordinance requirement of the Township of Old Bridge, the applicable Township approving agency shall waive the following fees for lower income units within every development which includes lower income housing:

- (a) Planning Board application fees;
- (b) Engineering review fees;
- (c) Building permit fees;
- (d) Certificate of occupancy fees;
- (e) Inspection fees for all on-tract and fees for off-tract improvements and structures; and
- (f) Any other fees which would otherwise be charged for housing applications.

A.10 Certification Procedures:

Developers constructing lower income housing under these provisions shall report progress to the Township Agency as follows:

A.10.1. Quarterly Report.

Each developer providing lower income housing shall provide the Township Agency with a report at the end of any calendar quarter (defined as the period ending March 31, June 30, September 30 and December 31 of each year) which shall set forth:

- a) the total number of all residential units sold or rented within the development during that particular three-month period;
- b) the total number of low and moderate housing units provided within the development during that particular three-month period;
- c) whether the low income units are rental units or "for sale" units;
- d) the percentage of low and the percentage of moderate income units provided during the three-month period expressed as a percentage of the total number of residential units sold or rented within the development during the same three-month period;
- e) whether there is a surplus or deficit of low and moderate income units provided for during the three-month period measured against the ten (10) percent low and moderate housing requirement for the development;

A.10.2 Letters of Certification

The Township Agency shall, within thirty (30) days of receipt, issue a Letter of Certification, certifying that the Status Report is correct or advise in writing that is incorrect and specifying the inaccuracies therein, whereupon:

- (a) the developer will correct and resubmit the Status Report; or
- (b) will formally appeal by representation before the Board of Directors of the Township Agency; or
- (c) if the Status Report remains an issue of contention between the Township Agency and the developer, the matter will be placed before the Court Appointed Master whose adjudication will be final and binding upon both the Township Agency and the developer.

A.10.3 Certificate of Compliance

There shall be no penalty to the developer if any quarterly Status Report reveals noncompliance with the requirements to provide low and moderate income housing units provided:

- (a) that the developer show compliance on an annual basis supported by the Letters of Certification for the previous four (4) quarters which Letters of Certification, taken together, substantiate compliance for that fiscal period and which Letters of Certification showing annual compliance shall be submitted to the Court Appointed Master, whereupon
- (b) the Court appointed Master shall, within thirty (30) days, issue a "Statement of Annual Compliance" certifying that the development is, as of the date of accounting, in compliance with the mandate of the Court with respect to providing low and moderate income housing in accordance with Mount Laurel II.

A.10.4 Annual Report

No later than June 30 of each calendar year during which lower income housing has been constructed within the Township, the Township Agency shall file a report setting forth the progress being made to supply affordable housing under these procedures. Such report shall be provided to the Mayor and Council and be made available as a public document by filing with the Township Clerk. A copy of such report shall also be filed with the Court.

A.11: Review and appeal procedures

A.11.1. Accelerated Review and Approval Schedule:

The following schedule will apply to all development applications submitted by O&Y or Woodhaven:

A. As to Preliminary Subdivision and Site Plan applications:

<u>ACTION TAKEN</u>	<u>CUMULATIVE TIME</u>
i. Application submitted to Board	0 days
ii. Checklist review completed	10 days
iii. Written notice of completeness	15 days
iv. Planning Board Staff reviews (Applicant may submit additional material)	45 days
v. Documentation available to public	46 days
vi. Public hearing to be held	57-81 days
vii. Board action by resolution	95 days

B. As to Minor Subdivision and Final Major Subdivision applications:

<u>ACTION TAKEN</u>	<u>CUMULATIVE TIME</u>
i. Application submitted to Board	0 days
ii. Declaration of completeness	10 days
iii. Staff Reviews	30 days
iv. Public Hearing held	45 days
v. Board action by Resolution	45 days

The applicant may grant extensions of time; but it is anticipated that such extensions will not be routinely sought or granted.

A.11.2 Appeal to the Master

If O&Y and/or Woodhaven shall have complied with all the requirements of the processes set forth in the Order and the appendices thereto, and have not received approvals from the Planning Board within ninety-five (95) days from the date on which the application was deemed complete, they may do the following:

- a. If the application was not approved within the ninety-five day time period, due to the Board's failure to take action, the applicant may deem the application automatically approved and may immediately apply to the Township Construction Code Official for building permits, which shall not be withheld;
- b. If the application was denied, the applicant may appeal the denial to the Court-appointed master.

In the event of a denial, the actions of the Planning Board are deemed to be presumptively valid.

A.11.3 Independent Professionals

The Master shall arrange to have immediate access, if the need arises, to a Professional Planner, an Architect and a Professional Civil Engineer, all of whom shall be currently licensed to practice their professions in the State

of New Jersey and each of whom shall have substantial experience pertaining to subdivision and development of land. These independent professionals shall not have any conflict of interest with the proposed development or the Township and shall provide the Master with a written declaration to that effect.

A-11.4 Independent Review

Upon an appeal concerning a disapproved application being filed with the Master, the Master shall refer the application to the independent professionals appointed by the Master for an Independent Technical Review ("I.T.R."). The Master shall oversee the I.T.R. and may actively participate in the I.T.R. which shall review the application for compliance in accordance with the standards set forth in the Order and the attached memoranda and appendices and within two weeks, the I.T.R. shall report its findings in writing to the Master, whereupon:

- (a) If the I.T.R. determines that the O & Y or Woodhaven submission is in compliance with the standards set forth in the Order and the attached memoranda and appendices, the Master shall recommend to the Planning Board in writing that the application be approved and the Planning Board shall approve and forward notice of such approval to all of the Township's departments and divisions and to all other bodies or agencies normally notified of such approvals by the Planning Board within fourteen (14) days;
- (b) If within fourteen (14) days the Planning Board has not followed the Master's recommendation to approve the application, The Master shall place the application before the Court for its review and decision;
- (c) In the event the I.T.R. fails to recommend the application's approval, the application will be deemed denied, without prejudice. The applicant shall have the opportunity to submit a new application dealing with the same property.

A-11.5 Other Professionals:

The Master may appoint such additional expert or experts as considered necessary to assist the I.T.R. in its review of a particular application.

A-11.6 Fees:

Detailed bills shall be submitted to the Master for approval and paid by the developer within ten (10) days from the date the Master approves said bills. If the developer fails to pay a voucher within ten (10) days after approval by the Master, processing of its application shall cease, no Building Permits shall be granted and no Certificates of Occupancy shall issue until payment is made.

A.12: Contributions in Lieu of Development:

The Township Agency shall prepare and recommend for adoption by the Township Council an arrangement whereby applicants for development of ten (10) units of housing or less may make a contribution of funds, equivalent to the pro-rata cost of providing affordable housing units, in lieu of building such units within their lands. The Township Agency shall use these funds to purchase sites and construct lower income housing units or for such other purposes as the Agency may determine useful in providing lower income housing.