

Old Bridge (1987)

Draft of letter Brief/Order

pgs = 7

No note post-it still attached

CA 0001520

John - 5/28/87
attached please find,
for your review, Tom Hall's
drafts with my comments.

I see no reference in
the Order to his client's
suggestion re contribution
option for larger developers.
odd.

Barbara

DRAFT

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May 27, 1987

FILE NO.

Honorable Eugene D. Serpentelli, A.J.S.C.
Superior Court of New Jersey
Ocean County Court House
Toms River, New Jersey

Re: Old Bridge Township: Mount Laurel Compliance

Dear Judge Serpentelli:

Pursuant to your direction during the telephone conference call of Friday, May 22nd, the parties met in the Old Bridge Municipal Building on May 26th, and, with the assistance of the Master, came to an understanding that ~~fruitful negotiations might well be possible.~~

In brief, the issues are as follows:

- (1) The Civic League wants real performance with respect to production of lower income housing, and is willing to forgo "window dressing" if necessary;
- (2) The Township is troubled by its 1668 target for lower income housing, and also wishes to have the plaintiffs' new development schema reflect the existence of the wetlands; and
- (3) The builder-developers would like to be able to begin the process of construction, with amended site plans which reflect the existence of the wetlands, while maintaining the densities and other protections afforded by the Settlement Agreement.

The parties came away from the discussion with a recognition that, if the Township continues to enforce its ordinance providing for a 10% set aside requirement for builders-developers of 99 units or greater (with a \$3,000 per unit contribution to the housing trust fund option for smaller builder-developers) that the Township will achieve a buildout of lower income housing that will be as great as the market will permit. The "obligation" set forth in the Court Order represented a target, and Civic League is mostly interested in is actual housing units. Thus, maintenance of the

ok
"As part of any concept plan hearings, a developer of ~~plaintiff~~ shall supply to the Township and the court a proposed mechanism for providing potable water for its site. If no mechanism for providing potable water to service the development is available, the plaintiff-developer shall submit a proposed plan for consideration by the court of a mechanism to assure an adequate supply of potable water for the project."

7. Paragraph 7(D) is struck in its entirety and replaced with:

ok
The Planning Board shall report its findings to the court no later than 30 days following the completion of its consideration of concept plans submitted by any plaintiff-developer. If the Board does not complete its hearings in a timely fashion and so report to the court, any party may move ^{to} the schedule a hearing in accordance with Section V-B. 3a(d) of the ~~attached~~ settlement agreement ^{attached to the 1/24 Order}

8. All other terms and conditions of the Order of January 24, 1986 ~~are maintained.~~ shall remain in full force and effect.

9. Following completion of the concept plan hearings, parties may submit proposed modifications of the Settlement Agreement, which reflect changes in the concept plan which have taken place since January 24, 1986.

10. Section V-B.3 of the Settlement Agreement sets forth approval procedures for concept plans. Paragraph V-B.3a is amended to read as follows:

O&Y and Woodhaven shall each have the right to develop their lands in accordance with the settlement plans, set forth as plates A-1 and B-1, applicable to their lands on entry of this order provided:

?
a. As provided in this Court Order, of which this is an attachment, the planning board shall have the right to hold public hearings on the O&Y and Woodhaven plans (plates A-1 and B-1), commencing when a developer has

completed the deliniation process before the Army Corps of Engineers and has provided the information required in this agreement to the Planning Board.

The Planning Board shall schedule hearings within 30 days of a request by a developer for a hearing on its concept plan.

The Planning Board shall issue its decision on a plate within 60 days following the commencement of hearings (provided, however, that the Board may petition the court for additional time), which decision should be reported to the court.

The remainder of V-B.3a is retained in its entirety.

11. That portion of Section V-B.7 which stipulates the construction of the senior citizen housing shall start no later than April, 1987 is deleted.

12. ~~This court shall retain jurisdiction over this case to insure implementation of the proposed agreement and all other aspects of the compliance program.~~

*new date,
please
in original
so
automatically
retained*

DRAFT

A.J.S.C.

Honorable Eugene D. Serpentelli, A.J.S.C.
May 27, 1987
Page 2

~~performance-based standard of 10% set aside for all builder-developers in town (with the contribution obligation available for smaller developers) satisfies the Civic League's objective.~~

~~As to the Township, elimination of the formal "goal" solves an important problem which they were facing internally, and they have no objection to maintenance of the performance-based goal.~~

~~As to the builder-developers, they are willing to adjust their site plans so as to reflect the existence of the wetlands, while maintaining the same densities which they would have had, according to the Settlement Agreement. The plaintiff-developers recognize that there will be a diminution of the total number of units constructed, since there will be no development on, or attributed to, the wetlands.~~

Thus, with very few alterations of the Court Order, the Settlement Agreement can stand as is, and the Township will withdraw its motion to reopen the settlement. It is remarkable to note how simple solutions to some apparently complex problems can be found, and we thank Your Honor for suggesting that the parties attempt to work out this problem.

A draft Court Order is enclosed for Your Honor's review. This Order will be circulated to the parties, and assuming that no one has any objections, we would ask Your Honor to enter the Order pursuant to the five day rule.

Sincerely,
DRAFT

Thomas Jay Hall

TJH/sls
Enclosure

cc: Carla Lerman, Court-appointed Master
All parties on the service list

Basically, we have eliminated the fair share number while keeping in place the agreed upon mechanisms for providing affordable housing.

DRAFT

DRAFT 05/27/87

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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,

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

This matter having been opened to the court by O&Y Old Bridge Development Corp. (hereinafter "O&Y") Thomas Jay Hall, Esq., appearing, in the presence of plaintiff Woodhaven Village Inc. (hereinafter "Woodhaven"), Stewart Hutt, Esq., appearing, and in the presence of the Urban (now Civic) League of Greater New Brunswick (hereinafter "Urban League"), Barbara Stark and John Payne, Esquires appearing, and in the presence of The Township of Old Bridge Planning Board (hereinafter "Planning Board"), Thomas Norman, Esq., appearing, and in the presence of the the Township of Old Bridge and the Township Council of Old Bridge (hereinafter "Township") Jerome J. Convery Esq., appearing, and the court having reviewed the papers and memoranda submitted herewith in good cause having been shown:

It is on ____ day of _____ 1987:

ORDERED:

1. Paragraph 1 of the Order and Judgment of Repose, entered by this Court on January 24, 1986 is hereby stricken. In its place is substituted the following:

Obligation. The obligation of the Township of Old Bridge to provide affordable housing to January 24, 1992, is deemed to be provided through the mechanism set forth in Ordinance No. 55-85, as amended by Ordinance No. 4-86; by Ordinance No. 1-86, and by a requirement that O&Y and Woodhaven provide 10 percent of their residential development as lower income housing, as provided more fully herein.

2. Paragraph 2 of the January 24, 1986 Order is stricken in its entirety, and substituted therefore is the following:

In addition to the 10 percent set aside requirement referred to in the ordinances and as set forth in paragraph one, supra, the Township agrees to continue its rehabilitation of existing units ~~through CBDG funds~~ as set forth in paragraph 6 of the January 24, 1986 order;

I'd like express clarification that their obligation continues forever (prior reference in it to 1/24/86 makes it somewhat ambiguous, and it's provided more

fully herein obliquely

ok
O&Y will continue to build the 150 senior citizen units as provided in paragraph V-B.7 of the Settlement Agreement, and 183 units will be provided through the Oakwood at Madison and Beren Corp. (hereinafter "Oakwood") Development.

3. Paragraph 4 of the January 24, 1986 Agreement is struck in its entirety, and replaced with the following:

ok
The sites of plaintiff's O&Y and Woodhaven contain areas which are under the jurisdiction of the United States Army Corps of Engineers, as wetlands. When any of these plaintiff-developer has property delineated in a manner acceptable to the Corps, and has prepared plans suitable for consideration as concept plans for the Old Bridge Township Planning Board, such developer shall notify the Planning Board and Court. The Planning Board shall schedule concept plan hearings to begin no later than 30 days following receipt of the request by the plaintiff developer. The Planning Board shall have 60 days to complete hearings and forward its recommendation and decision to the court, provided, however that the Planning Board may petition the court for additional time.

4. Paragraph 6(B) of the January 24, 1986 Order is amended to remove the reference to construction of the senior citizen project commencing no later than April, 1987.

5. Paragraph 6(D) of the Judgment of January 24, 1986 is struck in its entirety and replaced with the following:

Public Housing Authority.

no. must be tied to some real date
Old Bridge Township has established a Public Housing Authority, and shall provide the final draft of its rules and regulations to the master for her review ^{w/in} 30 days following ~~enactment by the Authority.~~ ^{of the date of this Order}

6. Paragraph 7 of the Judgment of January 24, 1987 is amended as follows:

Paragraph 7(C) is struck in its entirety and replaced with: