

Old Bridge (1987)

Letter ⊕ Appendix

Page = 7

Yellows P.I. #3101

CA000180 L

THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
Campus at Newark

School of Law-Newark • Constitutional Litigation Clinic
S.I. Newhouse Center For Law and Justice
15 Washington Street • Newark • New Jersey 07102-3192 • 201/648-5687

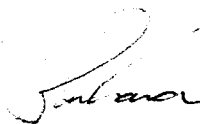
September 22, 1987

Mr. C. Roy Epps, President
Civic League of Greater New Brunswick
47-49 Throop Avenue
New Brunswick, NJ 08901

Dear Roy:

Enclosed please find letter of George Raymond dated September 18, 1987, which I believe is self-explanatory.

Sincerely,



encls

cc/Payne, Neisser, Mallach (w/encls)

EDWARD J. RYBCZYK, A.I.C.P.

GEORGE M. RAYMOND, A.I.C.P., A.I.A.

BERNARD J. BULLER, P.E., A.I.C.P.
ROBERT GENESLAW, A.I.C.P.
MICHAEL G. HAKIM, R.L.A.
RICHARD A. HARRALL
EDITH LANDAU LITT, A.I.C.P.
PHILIP W. MICHALOWSKI, A.I.C.P.
JOHN J. SACCARDI, A.I.C.P.
JOHN L. SARNA, P.E., P.P.
DAVID S. SCHIFF, A.I.C.P.
NOEL SHAW JR., R.A., A.I.A., P.P.
STUART I. TURNER, A.I.C.P., P.P.

PATRICIA KELLY
CSABA TEGLAS, A.I.C.P., C.I.P.
DIANE C. TOULAN

September 18, 1987

Honorable Eugene D. Serpentelli, J.S.C.
Superior Court of New Jersey
Ocean County Court House
100 Hooper Avenue
Toms River, New Jersey 08753

Re: Urban League/Oakwood at Madison, Inc.

My dear Judge Serpentelli:

On September 14, 1987 I submitted a letter-report recommending a reduction in the Mount Laurel allocation to Oakwood at Madison (Oakwood) from 283 units, as previously approved by the Court in the context of the January 24, 1986 settlement (The Settlement) to 183, the number requested by the developer.

The Court's transfer of the Township's still pending Mount Laurel issues to the Council on Affordable Housing (COAH) later on the same day has completely invalidated the reasoning underlying my recommendations, as follows:

1. My main concern was the satisfaction by Old Bridge of its 1,668-unit Mount Laurel obligation. The 80-unit reduction in Oakwood's allocation that I recommended was to have been more than made up by an anticipated increase of 268 units in the allocation to Woodhaven. This would have resulted from application of the Township's Ordinance 55-85, as amended, to the contemplated 5,280-unit Woodhaven development which had been allocated only 260 units in The Settlement.
2. The transfer, by enabling the Township to reduce its Mount Laurel fair share obligation "to zero (0)", at

least through 1993,¹ as projected by COAH, has had the following consequences:

- (a) It eliminated the need for the Township to pursue any of the projects and other methods of achieving lower income housing that were listed in The Settlement; and
 - (b) It makes it possible for the Township to repeal its housing ordinances.
3. The possibility that the Township will pursue the course now open to it may thus leave Oakwood as the sole source of lower income housing in Old Bridge for the next six years. Since its obligation stems from a Supreme Court decision in its favor that antedates the Township's response to Mount Laurel II, the originally promised number of units (as modified by the Court in The Settlement) should be reinstated. The originally mandated 20% set-aside for this 1,750-unit project would produce 350 units. In accordance with The Settlement, this number would be reduced to 283 (or 15% of the total).
 4. It is important to point out that, at the time of the Supreme Court Oakwood at Madison decision, Oakwood would have been the only development in Old Bridge with any Mount Laurel obligation since the Court expressly rejected a numerical fair share allocation and since the chances of success of later suits on exclusionary grounds would have been almost nonexistent due to the Township's compliance with the Court's mandate.

In view of the above, I feel compelled yet again to modify my recommendation to read as follows:

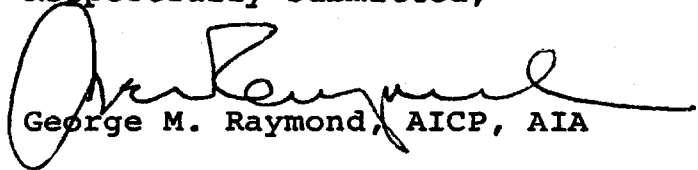
1. That the Mount Laurel set-aside for Oakwood be retained at 283 units.
2. That Oakwood be made subject to all the provisions of the Township's Ordinance 54-85 and Ordinance 55-85, as amended by Ordinance No. 4-86. In the event that these

¹Letter to the Court dated May 30, 1986, from Thomas Norman, Esq. See Appendix.

Hon. Eugene D. Serpentelli, J.S.C.
September 18, 1987
Page 3

Ordinances are repealed and the Township fails to establish an administrative enforcement structure, compliance by Oakwood with all Mount Laurel requirements should be placed under the supervision of the Court.

Respectfully submitted,



George M. Raymond, AICP, AIA

GMR:kfv

Enc.

cc: Jerome T. Convery, Esq.
William Flynn, Esq.
Thomas Hall, Esq.
Stewart Hutt, Esq.
Frederick C. Mezey, Esq.
Thomas Norman, Esq.
Barbara Stark, Esq.

APPENDIX

NORMAN AND KINGSBURY

ATTORNEYS AT LAW
JACKSON COMMONS
SUITE A-2
30 JACKSON ROAD
MEDFORD, NEW JERSEY 08055

May 30, 1986

THOMAS NORMAN
ROBERT E. KINGSBURY

T. N. (609)654-5220
R. E. K. (609)654-1778

Honorable Eugene Serpentelli, J.S.C.
Ocean County Court House
CN 2191
Toms River, N.J. 08754

Re: O & Y vs. Township of Old
Bridge, et al

Dear Judge Serpentelli:

As the Court is aware, both Olympia and York and Woodhaven Village have requested and received continuations of their applications before the Old Bridge Planning Board in order to permit both applicants to revise their respective plans in light of the existence of significant areas of wetlands.

Old Bridge Township has now been advised by the New Jersey Affordable Housing Council that the Township's projected Fair Share responsibility equals 411 dwelling units for low and moderate income housing subject to certain credits and adjustments which would reduce the fair share number to 0 at least through 1993, the term for which the fair share number has been projected by the Affordable Housing Council. Carl Hintz, the Township Planning Consultant, has been authorized by the Planning Board to verify the admittedly rough calculations although the Planning Board believes, strongly, that the final calculations, based upon the proposed regulations of the Affordable Housing Council, will produce a negative fair share responsibility for Old Bridge Township.

The settlement involving the parties hereto was based upon a fair share number of 1649 units of low and moderate income housing. The settlement was also based upon the understanding on the part of Old Bridge Township that its legal responsibilities, under the terms of Mount Laurel I and the Oakwood at Madison opinion as well as Mount Laurel II, required rezoning of vast amounts of land in Old Bridge Township for planned developments with the additional requirement

that the developers must provide low and moderate income housing. As a consequence, Old Bridge Township resolved to permit Olympia and York and Woodhaven Village to develop and construct approximately 16,000 units of residential dwellings with commercial and office development on approximately 4,000 acres in the southern portion of Old Bridge Township. It now appears that more than 1200 acres may be classified as wetlands pursuant to regulations promulgated by the U.S. Army Corps of Engineers. These lands cannot be developed. Sound planning requires that lands adjacent to large tracts of wetlands must be planned carefully and sensitively and certainly not at high development densities.

Clearly the advent of the wetlands issue has seriously affected the viability of the settlement. The proposed criteria and guidelines promulgated by the Affordable Housing Council also impact upon the viability of the settlement. Old Bridge Township will, in good faith, satisfy its Mount Laurel obligation as it has attempted to do in the past and as the record made before this Court clearly demonstrates.

It is within this context that the Township, through its Governing Body and Planning Board, will meet with the developers of the Olympia and York development and the Woodhaven development in order to identify areas of commonality as well as areas of disagreement. However, in this attempt to explore the extremely complicated issues raised as a result of the wetland issue and the proposed fair share standard, the Old Bridge Township Planning Board seeks to go on record as not waiving any rights it may have to reopen the terms of the settlement due to the wetlands issue or due to the significant change in municipal responsibility under the proposed regulations of the Affordable Housing Council.

Respectfully submitted,



Thomas Norman, Esq.

TN:mk

CC: All Parties