

UL v. Carteret, Old Bridge

June 29, 1987

Certification of Joan George

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I, JOAN GEORGE, of full age, do hereby certify as follows:

1. I am the Planning Board Chairperson of the Township of Old Bridge Planning Board and have been a member of the Planning Board and served as its Chairperson since January 1, 1984. I am personally familiar with all negotiations of the Planning Board leading to the acceptance and approval on the part of the Planning Board of the Settlement Order dated January 24, 1986 resolving the controversy entitled The Civic League of Greater New Brunswick, et al. vs. The Township of Old Bridge, et al., Docket #L-009837-84 P.W. and #L-036734-84 P.W.

2. During the entire time of negotiations during 1985, copies of articles published in the Wall Street Journal, New York Times and Newsweek depicting Olympia & York Development Corporation as a builder of office and commercial development were distributed to the Planning Board by representatives of Olympia & York. It was further explained that O & Y Old Bridge Development Corporation (O & Y) was a fully owned subsidiary of Olympia & York Development Corporation, an international corporation based in Canada with Corporate assets in excess of 7 billion dollars. Moreover, Olympia and York was correctly portrayed as the largest privately owned development corporation in the world. It was stressed by representatives of O & Y at various meetings with the Planning Board that O & Y had the financial capability and building expertise to guarantee the construction of large scale commercial development including office buildings, regional shopping centers and other nonresidential development in conjunction with the new

town development which it was proposing in Old Bridge Township. Additionally, O & Y representatives stressed the fact that Olympia & York in Canada built a new town development and a slide show was presented to the Planning Board illustrating it.

3. The development of the O & Y tract in Old Bridge in conjunction with the Woodhaven tract was proposed to the Planning Board as a new town development which would provide its own employment base and tax base. Both developers, and especially O & Y, stressed the importance of a strong tax base which could be utilized to pay for the municipal costs of servicing and maintaining a new town. Both developers also stressed that the provision of a strong employment generating base was necessary for the new residents of the new town development including households which qualified for low and moderate income housing.

4. Moreover, the negotiations leading to the settlement focused primarily on the planning and financial benefits which would inure to the residents of the Township of Old Bridge. Resolution of the Mt. Laurel litigation instituted by the Urban League, although extremely important, was secondary in terms of procuring agreement of the Planning Board for the proposed settlement of the controversy.

5. It was the understanding of the Planning Board based upon representations made by representatives of O & Y at several meetings approximately 2,550 buildable acres were available for development within the 2,640 acre tract. Conversely, it was emphasized that less than 100 acres were undevelopable and these

acres corresponded to the WS Zone District shown in the Land Development Ordinance of the Township of Old Bridge. More importantly, the WS (wetland) acres and all stream corridors were shown as areas contained within a professionally designed 18 hole golf course which would be available to the residents of the new town. It was further represented that 35 acres and 2 percent of all residential lands would be available for active recreational activities and public facilities in addition to the golf course.

6. The residential development within the O & Y tract included four proposed sites for mid-rise apartment buildings. It was the strong and convincing argument of O & Y that a full mix of residential building types and densities and a variety of architectural designs would be included within the proposed new town development.

7. During negotiations leading to the settlement, a serious impasse occurred for a brief period with regard to the details of a "staging performance" which required that a fixed amount of industrial/commercial office space or shopping center space had to be developed before more residential development could be approved. This phase of the negotiations was extremely critical because it involved approximately seven and one half million (7,500,000) square feet of industrial, commercial and office development proposed by O & Y, particularly in the area adjacent to the confluence of Routes 9 and 18. Based upon the reputation of Olympia & York and the very attractive location of the land areas Olympia & York proposed for nonresidential development at the Routes 9 and 18 location, the Planning Board fully

expected that the proposed nonresidential development would occur.

8. Negotiations concerning the fair share responsibility of the Township of Old Bridge were, in effect, secondary to those negotiations relating to the proposed new town within which 1,638 units of low and moderate were required. The Planning Board perceived that the fair share responsibility of Old Bridge could be satisfied in the new town. The Planning Board believed that land would be available for support facilities including schools, firehouses and first aid buildings. The Planning Board agreed to a ten percent set aside based upon the understanding that the vast majority of low and moderate income housing units could be constructed in the new town where adequate employment opportunities would be present for the new residents. My understanding was that the Woodhaven Village application contained far less nonresidential development but otherwise would provide all facilities needed to serve a new town population.

9. All plans shown to the Planning Board during negotiations indicated adequate transportation facilities connecting the proposed new town development to the rest of Old Bridge Township. Of primary importance to the Planning Board was the Trans Old Bridge Expressway which provided a limited-access major transportation link for east to west travel through the municipality.

10. The Planning Board determined initially that the proposed developments of O & Y and Woodhaven represented "leap-frog" development because it was located in the most rural portion of Old Bridge Township and was not serviced by public water, sewer or adequate road facilities. I believed that the public

benefit and general welfare of all residents of Old Bridge Township would not be served by permitting developments in the area proposed by O & Y and Woodhaven until it was explained by representatives of O & Y and Woodhaven that the proposed development would be self-contained in terms of employment and municipal facilities to provide municipal services.

I would not have consented to the settlement if I had known that it was not physically possible for Olympia & York and Woodhaven Village to build a new town within the Township of Old Bridge providing for an employment base and large recreational facility while satisfying the lions share of the Mt. Laurel II Housing responsibility of Old Bridge Township.

11. The Planning Board insisted that a "reopener" provision be included in the settlement providing that any party could seek to set aside or revise the settlement in the event of new laws or regulations of new agencies that revised the Mt. Laurel obligation or for impossibility of performance on the part of any of the parties to the agreement. At the time of the settlement all parties were aware that the Council on Affordable Housing had been created pursuant to the Fair Housing Act. The Planning Board was aware that the Council on Affordable Housing was devising new formulas to allocate low and moderate housing responsibilities to the various municipalities in New Jersey. The Planning Board agreed to the settlement only upon the condition that a reopener clause be included to insure that in the event the fair share responsibility of Old Bridge Township was less than that set forth in the settlement the fair share number

could be revised downward. I also recognize that the number could also be increased if the fair share number devised by COAH was greater than the settlement number. However, I agreed to this concept on the basis of fairness and I also believe that the Planning Board consented to the agreement for the same reason.

12. It is my understanding that the U.S. Army Corps of Engineers has certified that the O & Y tract contains approximately 1,450 acres of wetlands. Additionally, it is my understanding based upon the report of the Planning Board Consultant, Carl Hintz, dated May 1987 and attached hereto as Exhibit A, that of the remaining 1,150 acres, only 700 acres are developable and the remaining 450 acres are scattered in a piece meal fashion throughout the tract and are in most cases inaccessible without the construction of bridges through wetland areas. At this time, it is my understanding that the application for wetlands certification submitted by Woodhaven Village has not been certified by the U.S. Army Corps of Engineers.

The basic premise that the Planning Board relied upon was that Olympia & York could develop approximately 2,600 acres of land for a new town. This can no longer be achieved since less than thirty-five percent of the total land is actually buildable. The report of Sullivan Associates, attached hereto as Exhibit B, dated May 26, 1987, consultants for O & Y, confirms this observation. It is clear to me that except for some token areas for neighborhood commercial activity O & Y cannot comply with its agreement to build the nonresidential facilities including industrial, office and regional shopping center space and cannot provide active open



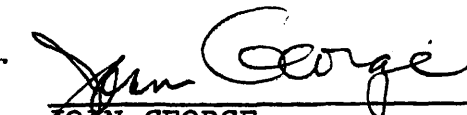
space, nor the golf course, nor the lands necessary for public services including the schools, firehouses, and first aid buildings. The new transportation plan cannot possibly service the needs of Old Bridge Township. Worst of all the proposed residential densities now suggested by O & Y for the remaining lands exceeds any proposed densities agreed upon by the Planning Board and do not provide for a mix of housing densities and types. To a lesser extent the same is true with regard to the development proposed by Woodhaven Village.

13. As Chairperson of the Planning Board, I believe the motion of the Planning Board to set aside the entire settlement should be granted on the basis of fairness and fair play given the loss of buildable land due to the wetlands problem. More specifically, it would be unfair to all of the current residents of Old Bridge Township to force compliance with an agreement which no longer contains all of the benefits bargained for by the Planning Board.

14. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 29, 1987

TN:dm

  
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JOAN GEORGE