

UL v CA

Old Bridge.

12/14/87

Attorney for Twp. of Old Bridge joining
letter Brief prepared by the Planning Board
of the Twp. of Old Bridge, opposing
to the Motion for reconsideration filed on
behalf of Woodhaven Village.

PS. 2.

CA 002416 B

**TOWNSHIP OF OLD BRIDGE**

MIDDLESEX COUNTY, N.J.

JEROME J. CONVERY
TOWNSHIP ATTORNEY

December 14, 1987

Honorable Eugene D. Serpentelli, A.J.S.C.
Ocean County Superior Court
Courthouse
CN 2191
Toms River, NJ 08754

Re: Woodhaven Village, Inc.
vs. Old Bridge Township
Docket No. L-036734-84 P.W.

Dear Judge Serpentelli:

Please be advised that as the Township Attorney for the Township of Old Bridge, I hereby join in the Letter Brief prepared by Thomas Norman, Esq., on behalf of the Planning Board of the Township of Old Bridge, in opposition to the Motion for Reconsideration filed on behalf of Woodhaven Village.

Moreover, I would like to draw the attention of the Court to the fact that when Woodhaven Village and Olympia & York were negotiating a settlement with the Township of Old Bridge, the Township of Old Bridge agreed that Woodhaven Village would only be required to build five (5%) percent commercial on its property, since the two developers taken together were providing more than ten (10%) percent commercial when viewed together in the overall settlement plan. Specifically, during an Executive Session with the Township Council, Lloyd Brown indicated that he had no objection to Woodhaven Village only building five (5%) percent commercial, since O & Y was going to provide extensive commercial development, including a major shopping center at the intersection of Routes 9 & 18. Stewart Hutt, Esq., on behalf of Woodhaven Village, Inc., was present during this Executive Session, and was present for the remarks of Lloyd Brown. On the basis of this argument by these developers, the Township Council agreed, in the final settlement, that Woodhaven Village, Inc. would only have to provide five (5%) percent commercial property. I believe that this is the best example of Woodhaven Village, Inc. getting the benefit of the overall settlement agreement, and its participation with Olympia & York. Certainly the Township Council would not have agreed to allow a major developer such as Woodhaven Village, Inc. to provide five (5%) percent commercial, when the existing Township Ordinance requires ten (10%) percent commercial. The



TOWNSHIP OF OLD BRIDGE

MIDDLESEX COUNTY, N.J.

JEROME J. CONVERY
TOWNSHIP ATTORNEY

Honorable Eugene D. Serpentelli, A.J.S.C.
December 14, 1987
Page 2

only basis for this reduction was the overall amount of commercial development being provided in the settlement plan by Olympia & York. This fact, which had been previously argued in the paper submitted by the Township of Old Bridge previously, clearly indicates that Woodhaven Village can not be considered independently of Olympia & York, and that the Township Council of the Township of Old Bridge, at all times, considered the Settlement Agreement to be an overall "package" involving both developers and the Civic League of Greater New Brunswick.

For the reasons set forth above, the Township of Old Bridge respectfully requests that the Motion for Reconsideration filed by Woodhaven Village, Inc. be denied.

Respectfully,

Jerome J. Convery,
Township Attorney

JJC/jd
cc: Service List