

CA - Old Bridge

30 - ~~1989~~ - 1989
June

- Letter from Hall to Bernard memorializing agreements reached between Old Bridge, OBY, and Civic League
- Proposed agreement
- Cover letter to Stark (7/10/89)

pgs. 11

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June 30, 1989

FILE NO.

Mr. Arthur Bernard
Deputy Director
Council on Affordable Housing
11C Princess Road
Lawrenceville, NJ 08648

Re: Old Bridge Township: COAH Mediation

Dear Art:

On behalf of O & Y Old Bridge, let me first express my appreciation to you for your efforts in attempting to get this matter resolved. This letter sets forth our understanding of what transpired at the meeting held at the offices of Brener Wallack & Hill on June 27, 1989, and sets forth the substance of what we believe is the "last piece in the puzzle" to settle all aspects of this matter.

1. O & Y Old Bridge commits itself to incorporate 36 units of affordable housing (50 percent low income and 50 percent moderate income) providing that the Old Bridge Township Planning Board agrees to modify its General Development Plan (GDP) to add these units to the overall project, over and above the 1,995 market units currently authorized under the GDP, and to waive any filing fees that might otherwise be required.

2. These units would be located in the MD-1 area, as described in the General Development Plan, Land Use Plan Element (revision date January 12, 1989), which area is located in the Matchaponix basin section.

3. O & Y's current plans call for approximately 400-plus multi-family units in the MD-1 area. These 36 affordable units would be in addition to those and would be similarly located and comparably situated with the market units within the MD-1 area of the Matchaponix basin section. The affordable units will be located in two buildings and will be sale units, rather than rentals.

4. The current requirements of the GDP require O & Y to provide sewers to the commercial sections first. It is anticipated that it will be at least two years from the date of this letter until O & Y has received all appropriate permits to commence construction on any part of the O & Y site.

The Matchaponix basin units may be phased in at a later stage of the development process but no exact timetable is available at this time.

5. The phasing of construction of the lower income units would be parallel to that of the overall development of the Matchaponix basin section of the development. O & Y's current plans are for approximately 1,000 units to be located in the Matchaponix basin section. O & Y commits to the following schedule:

a. No lower income housing units will be built until construction begins in the Matchaponix basin section.

b. When the 333rd market rate unit constructed in the Matchaponix basin section has received its certificate of occupancy, one half (18 units) of the lower income housing section will have received certificates of occupancy.

c. When the 666th market rate unit constructed in the Matchaponix basin section has received its certificate of occupancy, the balance of the lower income housing units will have received certificates of occupancy.

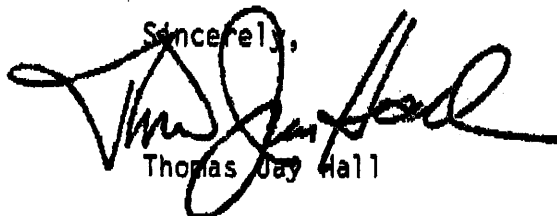
6. The administrative mechanisms to assure that lower income housing units will be made available in accordance with COAH regulations and maintained as affordable units over time have not yet been worked out, but O & Y will comply with the agreements mandated by COAH as part of its resolution of the overall lower income housing need for Old Bridge Township.

7. We will immediately inform the Appellate Division of Superior Court that the matter appears to be in resolution and seek a delay of any briefing schedule and hearing date. As soon as practicable, there will be a discussion between O & Y, COAH and the Township with respect to this agreement, and the essentials of this agreement will be incorporated within the resolution to be adopted by COAH with respect to Old Bridge Township. Thereafter, O & Y will seek an amendment to the GDP from the Old Bridge Township Planning Board.

8. As soon as the GDP has been amended, O & Y will seek a dismissal of the matter in the Appellate Division, and the Civic League will join in that request for dismissal.

I believe this accurately summarizes our discussions on June 27. If any other party has any differing recollections, I would appreciate it if they would call it to my attention immediately.

Sincerely,



Thomas Jay Hall

TJH:slt
cc: Ms. Candace Damon

AGREEMENT

THIS AGREEMENT made the _____ day of _____, in the year
Nineteen Hundred and Eighty-Nine

BY AND BETWEEN:

THE TOWNSHIP OF OLD BRIDGE, a body corporate and politic of the State of
New Jersey, having offices located at 1 Old Bridge Plaza, Old Bridge, New
Jersey 08858, (hereinafter "Township").

THE CIVIC LEAGUE OF GREATER NEW BRUNSWICK, a non-profit corporation of
the State of New Jersey, having offices located at 47-49 Throop Street, New
Brunswick, New Jersey 08901, (hereinafter "Civic League"),

KAPLAN AT SPRING MILLS, INC. (successor to Oakwood at Madison Inc.), and
BEREN CORP, having offices at 3100 Woodbridge Avenue, Edison, New Jersey,
08818 (hereinafter "Kaplan").

WOODHAVEN VILLAGE INC, having offices at 90 Woodbridge Center Drive,
Woodbridge, New Jersey 07095 (hereinafter "Woodhaven"), and

O AND Y OLD BRIDGE DEVELOPMENT CORPORATION, a New Jersey Corporation
with offices located at 760 State Highway 18, East Brunswick, New Jersey 08816
(hereinafter "O and Y"),

WITNESSETH

WHEREAS, pursuant to N.J.A.C. 5:91-1 et. seq. the Township has filed a housing element and fair share plan with the New Jersey Council on Affordable Housing (hereinafter "COAH"); and

WHEREAS, pursuant to N.J.A.C. 5:92-5.1, the Civic League filed objections regarding the Township's housing element and fair share plan; and

WHEREAS, the Township and the Civic League have participated in mediation under the auspices of COAH in accordance with N.J.A.C. 5:91-7.1 et. seq.; and

WHEREAS, Kaplan, Woodhaven and O and Y have also participated in the mediation process; and

WHEREAS, during mediation the Civic League expressed concern regarding: the Township's crediting documentation for the Rotary Housing Complex; the Township's commitment to enforce its 10 percent (10%) set-aside ordinance on parcels of land known as the Brunetti Tract, the Woodhaven Tract and the O and Y Tract; the Township's commitment to enforce its 10 percent (10%) set-aside ordinance on future development within the Township; the segregation of low and moderate income units from the market units on the Kaplan Tract; the lack of phasing of the low and moderate income units within the Kaplan development; and the substance of a rehabilitation/mortgage subsidy program proposed by the Township; and

WHEREAS, as a result of negotiations, the Township agreed to allow Kaplan

to redesign his development and on June 28, 1989 the Township Planning Board granted preliminary and final approval allowing Kaplan to develop 168 low and moderate income family units and 60 units of low and moderate income housing as part of 1,750 unit development; and

WHEREAS, the Township Planning Board approvals provide a phasing schedule that requires: 45 moderate income units to be constructed prior to the construction of the 800th market unit; 39 additional moderate and 56 low income units to be constructed prior to the construction of the 1400th market unit; and 28 additional low income units to be constructed prior to the construction of the 1475th market unit; and

WHEREAS, on June 20, 1989, the Township Planning Board granted General Development Plan Approval to Woodhaven for 1,995 market units, 75 low and moderate income family housing units and 1,000,000 square feet of non-residential development.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations herein contained, and in order to settle the legal and administrative actions between them, the parties hereto, for themselves, their successors and assigns hereby agree as follows:

1. The Township shall enforce its existing set-aside ordinance except as set forth herein regarding the Kaplan, Woodhaven and O and Y developments;
2. The Township shall support the efforts of the Old Bridge Housing Authority to build 24 low and moderate income units of family housing funded by the U.S. Department of Housing and Urban Development (HUD Project N. NJ39-P110-001);

3. The Township shall require 75 low and moderate income family units to be constructed on the Woodhaven tract. At least 37 of these units shall be affordable to low income families. The 75 units shall be "phased in with the development's market units consistent with N.J.A.C. 5:92-10.4(c). The parties hereto agree that said 75 unit set-aside shall be the sole obligation of Woodhaven with regard to the provisions of affordable housing and same shall be in full satisfaction of any and all past, present or future obligation of Woodhaven regardless of the status or change in status of the remainder of the Township's compliance package. The 75 affordable units provided on the Woodhaven tract shall be located on "MD" development parcels subject to the following:

a. Said units to be provided in no less than three buildings;

b. Said buildings to be located on no less than three "MD" parcels;

The intent of this provision is to ensure that the affordable units are being provided with the overall market units in this development.

4. The Township shall require 175 low and moderate income family units to be constructed on the Brunetti tract. Such units shall be "phased in" with the development's market units consistent with the Township's land development ordinance. The parties recognize that this tract is subject to pending litigation that may affect the tract;

5. The Township agrees to allow, and O and Y ^{agrees} to construct, 36 units of low and moderate income units. At least 18 of these units shall be affordable to low income families. The Township Planning Board agrees to modify O and Y's General Development Plan (GDP) to add these units to the overall project, over and above the 1,995 market units currently authorized under the GDP, and

to waive any filing fees that might otherwise be required. The low and moderate income units shall be situated, phased, and administered as described in the attached June 30, 1989 letter Thomas Jay Hall to Arthur Bernard;

6. The Township shall administer a rehabilitation/mortgage subsidy program. The goal of the program is to assist senior citizens interested in selling their units and to assist low and moderate income households in purchasing units sold by the senior citizens. The program shall be administered as follows:

a. Individual units will be targeted based on tax assessor's data. The program will be marketed first to senior citizens where the market value of the home is less than \$50,000 and then to senior citizens where the market value of the home is between \$50,000 and \$75,000;

b. The Township's Community Development Block Grant (CDBG) office shall administer the program;

c. Housing units may be purchased by low and moderate income households as defined by the COAH;

d. The Township shall purchase housing units from senior citizens interested in selling. The Township shall rehabilitate purchased structures up to code and convey them at prices affordable to eligible low and moderate income purchases. The Township will attempt to market this program so that 50 percent of all purchasers qualify as low income households;

e. Rehabilitation shall be awarded to contractors through a bidding process;

f. The Township shall hold the mortgage on all units purchased by low and moderate income households. The Township shall negotiate with a lending institution or institutions to service all loans;

g. All units purchased by low and moderate income households shall have controls on affordability for a period of 10 years. The Township shall develop provisions for low and moderate income households to repay subsidies when affordable units are resold prior to the 10 year period; and

h. Loans and subsidies that are repaid shall be utilized to subsidize additional low and moderate income households;

7. Within eight (8) months of substantive certification, the Township and the Civic League shall meet to review the progress of the mortgage subsidy program and discuss possible refinements based on their respective experiences;

8. All components of this agreement shall be affirmatively marketed. The Township shall designate an entity to administer controls on affordability and qualify income eligible applicants. Low and moderate income units shall be affirmatively marketed as required by the COAH. The Township will market 50 percent of the low and moderate income units locally through a combination of advertisements in newspapers and cable television, direct mailing and selective mailing to local social, cultural and religious institutions. The other 50 percent of the low and moderate income units will be marketed within

the housing region. The Civic League will supply a list of organizations to contact, and the Civic League will provide a list of organizations to be contacted.

9. The Township shall provide the Civic League with an annual report of each component of this agreement at the Civic League's request. The report shall include a brief synopsis of approvals granted and low and moderate units completed.

10. The Township and the Civic League shall meet within two (2) years of substantive certification to discuss the progress of each component of this agreement.

BE IT FURTHER RESOLVED that the Civic League retains its objection to COAH's calculation of the Township's precredited need (417) but agrees to:

withdraw all other objections to the Township's plan before COAH, and dismiss its appeal concerning the Township's plan in the Superior Court of New Jersey, Appellate Division, upon (1) the Agreement of the Old Bridge Township Council to the terms of this Agreement, and (2) the Old Bridge Township Planning Board's approval of an amendment to the O and Y General Development Plan to add 36 units of affordable housing to be constructed in the O and Y tract over and above the 1,995 market units previously authorized, per the agreement between O and Y and the Civic League as set forth in the attached letter from Thomas Hall, Esq., to Arthur Bernard dated June 30, 1989. Until such time as both conditions are met, the Civic League reserves its objections to Old Bridge Township's Fair Share plan before

COAH, reserves its right to appeal any decision granting substantive certification, and maintains its appeal in the Appellate Division.

BE IT FURTHER RESOLVED that the parties hereby agree to the terms and conditions of this settlement agreement and represent that said agreement adequately and fully states their complete understanding and agreement with respect to the resolution of those matters raised herein.

ATTEST

TOWNSHIP

ATTEST

CIVIC LEAGUE

ATTEST

KAPLAN

ATTEST

WOODHAVEN

ATTEST

O AND Y



State of New Jersey
DEPARTMENT OF THE PUBLIC ADVOCATE
DIVISION OF PUBLIC INTEREST ADVOCACY

CN 850
TRENTON, NEW JERSEY 08625

ALFRED A. SLOCUM
PUBLIC ADVOCATE

RICHARD E. SHAPIRO
DIRECTOR
TEL: 609-292-1693

July 10, 1989

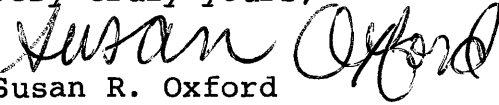
Barbara Stark, Esq.
Constitutional Litigation Clinic
Rutgers Law School - Newark
15 Washington Street
Newark, NJ 07102

Re: Old Bridge Mediation Agreement

Dear Barbara:

Enclosed is a copy of the letter from Tom Hall to Art Bernard dated June 30, 1989, memorializing the agreements reached between the Township of Old Bridge, O & Y Development Corporation and the Civic League. I am also enclosing a draft agreement resolving the entire controversy involving Old Bridge's plan, as it pertains to the matters pending before the Council on Affordable Housing. I hope this information is helpful to you in preparing your motion in the Appellate Division. We are meeting with all of the parties on Thursday, July 13, 1989, to iron out any final problems with this agreement. If you have any thoughts on this before then, please contact me on Wednesday. As soon as I have any final documents, I will forward them to you promptly.

Very truly yours,


Susan R. Oxford
Assistant Deputy Public Advocate

Encl.

cc: Roy Epps