

UL v. (Wa, Old Bridge

August 31, W17

Attorney letter to Community Planning firm re:
attachments (not included) to ~~aid~~ in Woodhauer
site evaluation

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CA 002513L

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Our File #

August 31, 1987

George Raymond, P.P.
 Raymond, Parish, Pine & Weiner
 555 White Plains Road
 Tarrytown, NY 10591

Re: Woodhaven Village, Inc.
vs. Township of Old Bridge

Dear Mr. Raymond:

As you may know this office represents Woodhaven Village, Inc. with regard to the above captioned matter. The Court has requested that the parties provide you with documentation necessary for your evaluation of the Woodhaven site and its developability as a result of constraints due to wetland acres. Accordingly, we enclose the following documents for your review:

1. Copy of "Plaintiff, Woodhaven Village, Inc.'s Answering Brief to Defendants' Motion to Set Aside Final Judgment";
2. Plan entitled "Land Use and Road Alignment Plan" prepared by The Salkin Group and dated August 26, 1987;
3. Report entitled "Project Planning Report, Woodhaven Village", dated August 26, 1987 and prepared by The Salkin Group, Inc.

It is our understanding that you have been provided with a copy of the settlement documents consisting of an Order and Final Judgment of Repose entered January 24, 1986, Settlement Agreement and Appendices thereto (hereinafter referred to as the "Blue Book").

We would like to take this opportunity to give you the benefit of a summary explanation of the above enclosures. The

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enclosed Answering Brief submitted on behalf of Woodhaven Village, Inc. in Opposition to the Township's Motion to Set Aside Final Judgment is based upon a very simple premise. That is, the parties are governed by the provisions of the Blue Book and that the Township and Planning Board, which seek to set aside the Blue Book settlement, are being given everything that was promised to them by the developers. The Township will receive from the developers a "master planned" community which community is guided by an overall planning framework instead of piecemeal development (the enclosed Land Use Plan is Woodhaven's proposed master Plan for its community based upon environmental constraints known at this time).

The Blue Book contemplated a planned development on Woodhaven's 1,455 acres and that the planned development would be comprised of a maximum of 5,820 dwelling units. The maximum number of dwelling units was defined by the Blue Book as the number of acres controlled by Woodhaven (1,455) multiplied by a density of 4 dwelling units per acre. Woodhaven is still bound by this maximum. The Blue Book does not contain a net density requirement. The Blue Book does contain a maximum or gross density requirement (i.e. 4 units per acre) and, the Blue Book sets forth very detailed development standards and controls with regard to the developers' rights to develop their lands. The developers are certainly bound by the maximum density requirement and the development/design standards requirements and, of course, these constraints will control the ultimate number of units built (which number cannot exceed 5,820). Woodhaven is permitted to develop its lands to the maximum allowed, in Woodhaven's case 5,820 units, provided Woodhaven conforms to all of the design standards set forth in the Blue Book.

The Blue Book does not require the building of a specific "master planned" development. The Blue Book only requires a "master planned" development which has been approved by the Planning Board and this is what the defendants will get. The fact that the respective Land Use Plans of the developers have been modified should come as no great surprise. The Land Use Plans are planning blue prints for projects which are contemplated to have 20-year build outs. In revising the Land Use Plan, we are doing precisely what the Blue Book envisioned. The fact that the original "Master Plan" has changed somewhat to take the form of the new Salkin Land Use Plan is simply part of the master planning process.

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Also, the Blue Book, by two specific provisions, obligates the developers to develop their lands at a pace which has been limited for the benefit of the Township. First, the development of residential market units is "lock-stepped" with development of Mount Laurel units such that Mount Laurel units must be "phased in" with market units. Second, development of residential market units is "lock stepped" with commercial development such that commercial development must be "phased in" with market units. These two "lock-step" provisions operate to protect the interests of the Township and those benefitted by lower income housing. The Township is assured of a balanced and orderly development process. Those in need of Mount Laurel Housing are assured that same is provided in a timely manner.

Further, the Trans Old Bridge Connector which the Township and Planning Board claim was promised and allege they are not getting, is not promised in the Blue Book as part of the proposed developments. The true agreement provided by the Blue Book is that the ultimate "master planned" community agreed upon by the developers and Planning Board would be a well planned community with a logical road network, an appropriate open space provision for passive and active recreation and sufficient lands reserved for public purposes and commercial uses. That is the basis for the agreement embodied in the Blue Book and that is precisely what the Township is getting.

The Land Use Plan enclosed prepared by Salkin Group has been revised from the plate B attached to the Blue Book as a result of the increase in federally regulated wetlands. The Salkin plan is the result of Woodhaven having instructed its planner to disregard the original plate B and consider the current facts (including the increased number of wetlands acres). The Salkin plan does alter the original Land Use Plan slightly as a result of the increased wetland acres. In addition, since the Trans Old Bridge Connector is no longer possible due to wetland acres on the Olympia and York Site, Woodhaven has re-aligned the major arterial on its site.

Clearly, the change in the Federal Government's regulation of wetlands has increased the number of wetland acres originally thought to be on the Woodhaven site.

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The result is that Woodhaven now proposes, albeit involuntarily, more open space than the minimum required. The logical response to such a proposal would be some form of rational discourse. Disposal of the Blue Book hardly seems -a- considered response. The point is that the Blue Book is a comprehensive document that anticipates the cycle of proposal and revision based on new information and insight that is characteristic of any design process and indeed of any learning process. The Blue Book is both the legal remedy and the planning remedy. The Blue Book must not be set aside, provided the developers can prove that their lands can be developed in a manner which comports with good planning sense.* AfteraH, the Blue Book contemplated an approval process for the plates which clearly recognized the possibility of modifications to the plates.

With regard to the enclosed Land Use Plan, (Salkin Plan) we wish to direct your attention to certain features of same. First, your review of the Salkin Plan will reveal that our planners have done all that is in their power to minimize the impact on wetland acres. Second, the road network is logical and efficient since same is based upon and reinforces the essential character of the site. That is, the corridors of mature vegetation will be preserved thereby defining the site into neighborhood sized sub-communities which are tied together by a continuous pattern of open space. For example, roadways are organized such that major roads have maximum length along and adjacent to open space areas to reinforce the residents' experience of the open space preserves. Third, the Land Use Plan contemplates a Town Center which includes a major parcel of commercial development as well as a substantial public purpose parcel. Other smaller commercial sites and other public purpose sites are dispersed throughout the community to serve the residents' needs. The enclosed Land Use Plan is further described by the enclosed report entitled "Project Planning Report, Woodhaven Village", dated August 26, 1987 and prepared by Salkin Group, Inc.

In an effort to avoid any confusion, please note that the original plates B and B-1, attached to the Blue Book, were prepared by Wallace, Roberts and Todd in their capacity as Project Planners for Woodhaven Village, Inc. The enclosed Land Use Plan was prepared by the Salkin Group. The Salkin Group has taken on all Woodhaven project planning responsibilities due to the appointment of Wallace, Roberts and Todd as principal planners for the State Planning Commission's development and re-development plan.

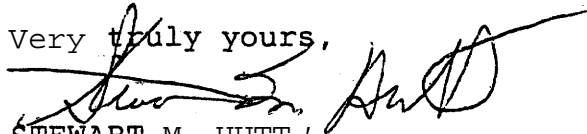
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We trust the enclosures and the above explanation will be . . helpful to you in analyzing the facts herein. Of course, should your require any additional information please advise and we will be pleased to supply same. We look forward to working with you and to having the benefit of your assistance.

Very truly yours,



STEWART M. HUTT
FOR THE FIRM

SMH:al
Enclosures

cc: Hon. Eugene D. Serpentelli
Mr. Sam Halpern
Mr. Joel Schwartz
Mr. Larry Saikin
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