

CA

Old Bridge

24-Jan-86

Order and Judgment.

pgs 10

CA0025750

BRENER, WALLACK & HILL
2-4 Chambers Street
Princeton, New Jersey 08540
(609) 924-0808
Attorneys for Plaintiff
O&Y Old Bridge Development
Corporation

HANNOCH WEISMAN, P.C
4 Becker Farm Road
Roseland, New Jersey
(201) 531-5300
Co-Counsel for Plaintiff
O&Y Old Bridge Development
Corporation

**URBAN LEAGUE OF GREATER NEW
BRUNSWICK, et. al.,**

Plaintiffs,

v.

**THE MAYOR AND COUNCIL of the
BOROUGH OF CARTERET, et al.,**

Defendants,

and

**O&Y OLD BRIDGE DEVELOPMENT
CORPORATION, a Delaware
Corporation,**

and

**WOODHAVEN VILLAGE, INC, a
New Jersey Corporation,**

Plaintiffs,

v.

**THE TOWNSHIP OF OLD BRIDGE in
the COUNTY OF MIDDLESEX, a
Municipal Corporation of the
State of New Jersey, THE TOWNSHIP
COUNCIL OF THE TOWNSHIP OF
OLD BRIDGE, THE MUNICIPAL
UTILITIES AUTHORITY OF THE
TOWNSHIP OF OLD BRIDGE, THE
SEWERAGE AUTHORITY OF THE
TOWNSHIP OF OLD BRIDGE and
THE PLANNING BOARD OF THE
TOWNSHIP OF OLD BRIDGE,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY/
OCEAN COUNTY
(Mount Laurel II)**

DOCKET NO. C-4122-73

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY/
OCEAN COUNTY
(Mount Laurel II)**

DOCKET NO. L-009837-84 P.W.
and NO. L-036734-84P.W.

Civil Action

ORDER AND JUDGMENT of *Repose*
(OLD BRIDGE)

*run
JMA
8/26
E.N.*

This matter having been opened to the Court by O&Y/Old Bridge Development Company (hereinafter, "O&Y"), Thomas Jay Hall, Esquire and Dean A. Gaver, Esquire appearing, and in the presence of plaintiff Woodhaven Village, Inc. (hereinafter "Woodhaven"), Stewart Hutt, Esquire appearing, and in the presence of the Urban (now Civic) League of Greater New Brunswick (hereinafter, "Urban League"), Eric Neisser and John Payne, Esquires appearing, and in the presence of the Township of Old Bridge Municipal Utilities Authority (hereinafter, "OBMUA"), William E. Flynn, Esquire appearing, and the Township of Old Bridge Planning Board (hereinafter, "Planning Board"), Thomas Norman, Esquire appearing, and the Township of Old Bridge and the Township Council of Old Bridge (hereinafter, "Township"), Jerome J. Convery, Esquire appearing; and notice of this compliance hearing having been published by the Township of Old Bridge ten days prior to January 24, 1986 in the "News Tribune", with copies of materials containing the elements of the compliance package made available to all parties in litigation as well as to members of the public ten days prior to January 24, 1986; and the Court having reviewed the papers and memoranda submitted and good cause having been shown:

IT IS on this *24th* day of *January*, 1986:

ORDERED,

1. Obligation.

The obligation of the Township of Old Bridge to provide affordable housing for the six years following entry of this Order and Judgment is 1,668, half of which are to be low income and half of which are to be moderate income.

2. Proposed mechanism.

These affordable housing units are intended to be provided as follows:

- A) 500 units to be provided via O&Y's project;
- B) 260 units to be provided via the Woodhaven project;
- C) 263 units to be provided in the Oakwood at Madison, Inc. and Beren Corp. (hereinafter "Oakwood") development;

- D) 174 units to be provided in the Brunetti development;
- E) 40 units to be provided in the Rondinelli development;
- F) 208 units to be provided through the rehabilitation of existing units;
- G) 150 units to be provided in the new Senior Citizens development; and
- H) 73 units to be provided through a mandatory 10% set-aside on all other residential developments within the Township.

3. Settlement Agreement.

The Settlement Agreement attached hereto, together with its Appendices and Schedules, having been reviewed and recommended by this Court's special Master, Carla Lerman, P.P., is found to be acceptable as a component of Old Bridge Township's compliance package to meet the constitutional obligations under Southern Burlington County NAACP v. Township of Mount Laurel (Mount Laurel II) 92 N.J. 158 (1983). The Settlement Agreement, together with its Appendices and Schedules, is hereby incorporated by reference and deemed to be part of this Order and Judgment.

4. Concept Plans.

Plates A and B, which will embody the overall development plans for both O&Y and Woodhaven require Planning Board hearings, which shall commence in February, 1986 and continue, if necessary, into March of 1986. The Planning Board shall complete the hearings and shall forward its recommendations and decisions to this Court no later than March 14, 1986; provided, however, that the Planning Board may petition the Court for additional time.

5. Court Review.

Thereafter, this Court shall review the findings of the Planning Board, in accordance with the procedures set forth in the Settlement Agreement attached hereto.

6. Other Township actions:

A) Rehabilitation

1. The Township is hereby awarded 28 low and moderate income housing credits towards its fair share, as a result of rehabilitation action taken between July 1, 1984 and the compliance hearing.

2. The Township shall commit sufficient community development block grant (CDBG) funds to assure the rehabilitation of an additional thirty units per calendar year for six years, beginning January 1, 1986, for a total of 180 additional units by January 1, 1992.

3. In case sufficient CDBG funds are not available, the Township shall apply for all available funds from the Federal, State and County governments.

4. If sufficient external funding is not available at the end of any calendar year, the Township shall propose an alternative mechanism to provide the required number of rehabilitated units.

5. To be credited under this section, rehabilitation grants must be used towards units currently occupied by low and moderate income households, and grants must average in any calendar year \$7,500 each but in no case may any grant be less than \$2,500. In addition, these grants must be used to bring the units up to fire, building and housing code standards; and grants must be secured by a lien on the property so that the Township is repaid at the time of sale, the proceeds of such repayments to be paid into the Affordable Housing Trust Fund.

72
of
5
C

B) Senior Citizens project:

As outlined in the attached Settlement Agreement, O&Y has agreed to construct and sell to the Township a 150 unit Senior Citizens project. Construction on this project shall begin as soon as possible, and in no case later than April, 1987.

C) Residential development set-aside or monetary contribution:

1) The Township shall continue in force the amendments to the Land

Use Development Ordinance, adopted on December 19, 1985 as Ordinance No. 55-85, and the Affordable Housing Ordinance, adopted on December 19, 1985 as Ordinance No. 54-85, requiring that all residential developments which have not received preliminary site plan approval as of December 19, 1985, shall provide 10% of the total number of units as lower income housing units of which half will be low income units and half will be moderate income housing units. Forthwith, but not later than March 3, 1986, the Township shall adopt and shall thereafter continue in force the amendments to the Land Use Development Ordinance and to the Affordable Housing Ordinance to be introduced on first reading no later than February 3, 1986. Copies of Ordinances No. 55-85 and 54-85 adopted on December 19, 1985 and the amendments to those ordinances introduced on first reading are attached hereto and made a part hereof as Appendix F.

2) Forthwith, but not later than February 3, 1986, the Township shall adopt and thereafter continue in force the amendment to Ordinance No. 54-85 introduced on first reading on January 6, 1986, providing that in a residential development involving fewer than 100 total units, a developer may, in lieu of constructing 10 percent lower income units, pay a minimum of \$3,000 per market unit to the Old Bridge Affordable Housing Trust Fund, this fund having been established by Ordinance No. 54-85 on December 19, 1985. A copy of the ordinance amendments introduced on first reading on January 6, 1986 are attached hereto and made a part hereof as part of Appendix F. The amount of said payment may be modified by the Affordable Housing Agency periodically in light of changes in the costs of construction of lower income housing units. The Trust Fund shall be used solely for expansion of opportunities for affordable housing, including rehabilitation of existing substandard units, conversion of currently uncontrolled units to units affordable to and legally controlled for occupancy exclusively by low or moderate income households, and subsidization of either construction of, downpayments or mortgages for purchase of, or operating or maintenance costs or rents for, lower income units.

D) Old Bridge Township has established an Affordable Housing Agency, and shall begin the process of adopting rules and regulations within thirty (30) days of the entry of this Order and Judgment. Final adoption of rules and regulations, including detailed plans for use of Trust Fund monies, shall take place no later than 120 days following entry of this Order and Judgment. *The Final Draft of the Rules and Regulations shall be submitted to the Master for Review.*

M. J. EN etc

7. Judgment.

Judgment is hereby entered against the Township of Old Bridge, the Township Council of the Township of Old Bridge, and the Planning Board of the Township of Old Bridge in favor of the O&Y Old Bridge Development Corp., Woodhaven Village, Inc.; and the Urban League of Greater New Brunswick conditioned upon the following:

- a. Carla Lerman, P.P. is retained as standing Master to assist in the resolution of disputes which may arise between the parties under the Settlement Agreement and the Schedules and Appendices attached thereto;
- b. The parties to this litigation may bring a motion, under R. 1:10-5 to enforce rights under the Settlement Agreement and the Schedules and Appendices attached thereto;
- c. The parties shall conclude an agreement concerning the provision of an adequate supply of potable water for the O&Y and Woodhaven developments no later than March 15, 1986. If the parties have not completed the agreement by March 15, 1986, or such other deadlines established by mutual consent between the parties, any party, on Motion, may offer to the Court a mechanism whereby the developers shall be assured of obtaining an adequate supply of potable water for their entire projects.
- d. The Planning Board shall report its findings to the Court on or before March 14, 1986 with respect to its acceptance of Plates A

and B. If the Board has not acted by March 14, 1986, any party may move to schedule a hearing in accordance with Section V-B.3a(d) of the attached Settlement Agreement.

e. The Township shall provide to the Urban League of Greater New Brunswick, or its designee, every three months starting March 31, 1986, a report on the implementation of this Order and Judgment and the attached Settlement Agreement and Appendices during those three months containing at least the following:

i) Details on all residential development applications received by any Township Board or agency, including the name of the applicant, the proposed site, number and type of units, bedroom mix, provision for the development of lower income housing or for financial contributions to the Township of Old Bridge Affordable Housing Trust Fund; and formal actions taken by the Township, its Boards, agencies and officials in response thereto, including preliminary and final approvals, variances, and the number of building permits and Certificates of Occupancy issued for market and lower income housing units;

ii) Copies of all housing and affirmative marketing plans;

~~iii) The sale price and/or the rental charges on all lower income~~ units which have been sold or rented. With regard to residential developments, the Township may satisfy some of these requirements by providing copies of reports provided by developers with regard to development data.

iv) Details on all monies received and expended by the Affordable Housing Trust Fund and the purpose of each expenditure.

- v) Information on the number, household size, and income category (low and moderate) of households certified as eligible for lower income housing, and the number of contracts, leases, and closings by unit size and income category.
- f) The Planning Board shall condition approval of final development applications containing residential housing upon a requirement that such developers shall pay, prior to the issuance of the first Certificate of Occupancy for any unit constructed within such approved development, a fee of \$30 for each lower income unit approved for construction in that application, for purposes of monitoring the implementation of the lower income housing program. This fee shall be paid directly to the Urban League.

8. Repose:

The Township of Old Bridge is hereby entitled to a judgment of compliance granting repose from any further Mount Laurel litigation for six years from the date of this Order.

9. Rezoning:

The Township may, following the receipt of the Judgment of Compliance, rezone portions of the Township which are currently zoned Planned Development (PD) and which are not specifically mentioned in the Order or any attachment thereto, provided that the Township, after a careful review of the planning considerations involved, determines that such a rezoning would not result in a significant diminution of the Township's ability to meet its Mount Laurel obligations.

10. Continuance of Order.

The Township of Old Bridge and the Urban League hereby agree that this Court's Order of May 31, 1985, enjoining the Township from issuing building permits for more than 120 market units for the Oakwood at Madison project until further

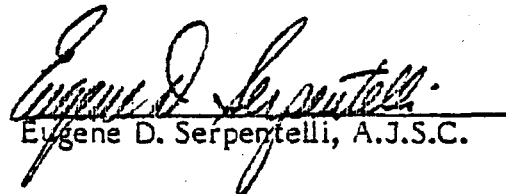
court order approving a phasing, affordability, and re-sale/re-rental restriction plan, is continued in full force and effect.

11. Appendices B, C, D & E.

While the Urban League recognizes that Appendices B, C, D, and E are part of this Settlement Agreement, the Urban League hereby indicates that it has not participated in the drafting of these documents and reserves the right to make comments on the planning and engineering documents subsequent to the entry of this Order.


12. Jurisdiction.


This Court shall retain jurisdiction over this case so as to assure the implementation of the proposed agreement and all other aspects of the compliance package.



Eugene D. Serpentelli, A.J.S.C.

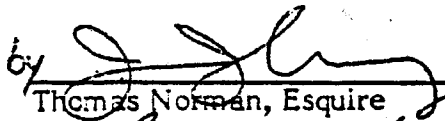
We consent to the form, substance and entry of this Order.



Thomas Jay Hall, Esquire
Attorney for O&Y Old Bridge Development Corp.

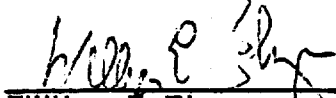

Dean A. Gaver, Esquire
Co-Counsel, O&Y Old Bridge Development Corp.


Stewart Hutt, Esquire
Attorney for Woodhaven Village, Inc.


Jerome J. Convery, Esquire
Attorney for the Township of Old Bridge
and the Township Council of the
Township of Old Bridge

by  TOWNSHIP ATTORNEY
Thomas Norman, Esquire
Attorney for the Planning Board
of the Township of Old Bridge.


Eric Neisser, Esquire
Attorney for The Urban (now Civic) League
of Greater New Brunswick


William E. Flynn
Attorney for the Old Bridge
Municipal Utilities Authority