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Old Bridge  
O&Y v. O.B.

24-Jan-1986

Settlement agreement between  
O&Y, Woodhava Village, Urban League  
and Old Bridge <sup>attached Order, and</sup> with ~~Appendix A~~ and  
Appendix A only.

pgs = 45

note = all other Appendices Missing

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SETTLEMENT AGREEMENT

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L Parties to the Settlement22 ~~REVELL'S~~ CHAMBERS

This is an agreement which has been reviewed *arso* accepted by this Court and may be enforced by a motion brought pursuant to Rule 105 for enforcement of litigant's rights. This agreement is among the following parties\*

1. O&Y Old Bridge Development Corporation, a Delaware Corporation, qualified to do business in the State of New Jersey. As used in this Stipulation, O&Y Old Bridge Development Corporation (hereinafter "O&Y") also refers to any successors or assigns of O&Y Old Bridge Development Corporation.

2. Woodhaven Village, Inc., a corporation organized to do business in the State of New Jersey. As used in this Stipulation, Woodhaven Village, Inc. (hereinafter "Woodhaven") also refers to any successors or assigns of Woodhaven Village, Inc.

3. The Urban (now Civic) League of Greater New Brunswick (hereinafter "Urban League"), a nonprofit corporation organized under the laws of the State of New Jersey. As used in this Stipulation, Urban League also refers to any successors or assigns of Urban League.

4. The Township of Old Bridge in the County of Middlesex, State of New Jersey which includes, but is not limited to, the following entities and officials:

(a) The governing body of the Township of Old Bridge;

(b) The Planning Board of the Township of Old Bridge;

(c) The Mayor; all elected and appointed officials and professional employees of the Township of Old Bridge, including but not limited to, the construction department official, the Township Engineer, the Township Planning Consultant, the Township Attorney and any other individuals providing

consultative services to the Township with reference to the land development process. Hereinafter, all entities or individuals associated with the Township of Old Bridge shall be referred to as "Township".

5. The Township of Old Bridge Municipal Utilities Authority, (hereinafter "O.B.M.U.A."), a body corporate and politic organized under the laws of the State of New Jersey, and any successor agency which may be created within the Township of Old Bridge to purvey water within the corporate boundaries of the Township. Hereinafter, O.B.M.U.A.\* shall mean and refer to any officer, employee or member of the Board of the O.B.M.U.A. as well as the Authority itself.

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Recitations

WHEREAS, O&Y owns approximately 2,640 contiguous acres of land within the Municipality of the Township of Old Bridge; and

WHEREAS, Woodhaven owns approximately 1,55 acres of land within the Municipality of the Township of Old Bridge; and

WHEREAS, Woodhaven and/or O&Y intend to construct residential housing, commercial buildings, office buildings and industrial buildings within the Township of Old Bridge in conformity with an overall plan of development; and

WHEREAS, on August 9, 1979, O & Y formally requested the Old Bridge Planning Board to amend the application procedures of the Land Development Ordinance to conform with a development plan; and

WHEREAS, O & Y filed suit on February 18, 1981, Docket No. L-32516-80 P.W. seeking relief from the Old Bridge Land Development Ordinance then prevailing;

and

WHEREAS, by formal resolution of Council, enacted May 3, 1982, the governing body of the Township of Old Bridge directed:

- (a) that O & Y be allowed to develop its lands in accordance with an overall development plan;
- (b) that O & Y be permitted to use its lands for residential, industrial, commercial and office development;
- (c) that O & Y be accorded an overall residential density of four (4) dwelling units per acre applicable to the 2,565 acres it then owned, for a total of 10,260 units; and
- (d) that the Land Development Ordinance be amended accordingly.

WHEREAS, on April 5, 1983, The Old Bridge Township Council adopted a new Land Development Ordinance; and

WHEREAS, on May 22, 1983, O & Y filed an application for approval of a plan to develop its lands; and

WHEREAS, on December 14, 1983, 206 days after filing, the Old Brides Township Planning Board voted to deny O & Y's development application without prejudice; and

WHEREAS, on January 8, 1984, O & Y reinstated its inactive 1981 lawsuit; and

WHEREAS, on February 1, 1984, O & Y withdrew its 1981 complaint and substituted therefor an action against the Township of Old Bridge and the other defendants, Docket No. L-009837-84 P.W. alleging, inter alia, that the Old Bridge Township Land Development Ordinance was not in conformance with the constitutional requirements set forth in Southern Burlington County NAACP v. Township of Mt. Laurel 92 N.J. 158 (1983), hereinafter Mount Laurel II and that the Old Bridge Township Land Development Ordinance was procedurally and substantively defective, which defects impaired the ability of the Township to provide realistic housing opportunities for lower income households; and

WHEREAS, in the suit, O & Y sought relief from the Court to assist O&Y in realizing its contribution in return for offering the public interest benefit of providing substantial sewage affordable to lower income households; and

WHEREAS, Zaobaven filed suit against the Township of Old Bridge and related defendants on May 31, 1984, also alleging violations of the standards of Mount Laurel II and similar seeking relief and

WHEREAS, on June 18, 1984, O & Y amended its Complaint to include the Old Bridge Municipal Utilities Authority (O.B.M.U.A.) and the Old Bridge Township Sewerage Authority, as defendants; inasmuch as these parties control utilities essential to the disposal of the litigation and

WHEREAS, O & Y and Woodhaven have reached an agreement with the Old Bridge Township Sewerage Authority for the provision of sewerage systems to serve their development and the Old Bridge Township Sewerage Authority has now been dismissed as defendant in this litigation; and

WHEREAS, on May 13, 1984, this Court ordered Old Bridge Township's 1983 Land Development Ordinance not to be in compliance with the constitutional requirements of Mount Laurel II and Old Bridge Township was afforded reasonable time to redraft and adopt a compliant Ordinance; and

WHEREAS, the Township of Old Bridge did not enact a compliant Ordinance and on November 13, 1984 this Court appointed Caria Lerman, P.P., AICP as a mediator to assist in the development of a settlement of all issues in this case; and

WHEREAS, Ms. Lerman's assistance has been instrumental in inducing the parties to resolve the issues of this case; and

WHEREAS, the Township is willing to meet its constitutional obligation by modifying its existing Land Development Ordinance; and

WHEREAS, both O & Y and Woodhaven have committed themselves to incorporate substantial opportunities for housing for lower income families in their developments; and

WHEREAS, the Urban League accepts the methodology proposed to provide such lower income housing; and

WHEREAS, the Board of Commissioners of the O.B.M.U.A. on May 22, 1985 unanimously passed a Resolutions.

- a) recognizing that there is a present need to obtain additional water supplies to serve their fractured ~~area~~ areas;
- b) recognizing that the New Jersey Department of Environmental Protection (N.J.D.E.P.) ~~has~~ entails additional groundwater diversion rights;
- c) recognizing that the N-2XILP will substantially reduce present groundwater diversion rights ~~effective~~ January 1, 1987;
- d) recognizing that the O.B.M.U.A. has conducted an extensive investigation of all possible water sources;
- e) recognizing that the most dependable long term source of water in the quantity required is from the Middlesex Water Company (hereinafter, "M.W.C.") in Edison;
- i) recognizing that O & Y and Woodhaven have offered to finance a plan to construct a transmission pipeline to connect the O.B.M.U.A. facilities to those of the M.W.C. and
- g) directing the O.B.M.U.A. attorney to negotiate with O&Y, Woodhaven, the M.W.C. and the Borough of Sayreville regarding an agreement to finance and construct a water transmission main connecting the M.W.C. facilities to the O.B.M.U.A. facilities; and

WHEREAS, O & Y and Woodhaven's proposal to finance construction of the water transmission facilities is conditional upon satisfactory resolution of all other matters under the jurisdiction of the Township that are necessary to proceed with their developments; and

WHEREAS, comprehensive settlement of all issues currently in litigation between the Township, O & Y, Woodhaven, and the Urban League would provide additional potable water supplies to the entire Township, thus providing enhanced opportunities for the construction of lower income housing, additional market housing and increased non-residential development potential for the Township of Old Bridge in general; and

WHEREAS, the parties agree to the terms and conditions of the stipulation as set forth below and the Master has reviewed and recommended to <sup>the</sup> ~~the~~ Court the acceptance of this Stipulation of Settlement which the Master has found to be in compliance with the certsnational requirements set forth in Mt. Laurel II; and

WHEREAS, the settlement of all issues in this case would be in the public interest, and such settlements are encouraged by <sup>The</sup> ~~the~~ Court.

EL MATTERS RESOLVED BY AGREEMENT

III-A, Mount Laurel H Compliance

III-A.1 Establishment of an Agency;

Old Bridge Township shall establish or contract with an agency (Township "Agency") to screen and accept all applicants for ~~and in Qde\*faI:e\*liiefriattcr,~~ generally referred to collectively as "lower income") housing. The Township Agency shall also be responsible for maintenance of income restrictions, resale controls rental controls, and other mechanisms which may be necessary in order to assure that these units will continue to be affordable to lower income households over time\* This Agency shall either be part of the Municipal Government of the Township of Old Bridge or directly controlled by the Township of Old Bridge; or, if a contract is



entered into with another entity to carry out the responsibilities of the Township Agency, the Township of Old Bridge shall be exclusively responsible for the execution and implementation of this contract, O&Y and Woodhaven agree to provide <sup>\$5,000</sup> \$3,000<sup>-^</sup> each towards the funding of the first year's operation of the agency, /vr;-tffe-J& Z&J^

III-A.2 Ten (10%) Percent Set-Aside; ~~XXXXXXXXXX~~

O&Y and Woodhaven shall set aside ten (10) percent of the total number of the dwelling units within their developments as housing affordable to low and moderate income families, regardless of whether said units are built pursuant to any zoning ordinance or any variance approval.

Low and moderate income housing for rental or for sale shall be priced so that, on the average, it will be affordable to households earning ninety (90) percent of the limits established for each of the income groupings, such that the housing provided for low income households shall, on the average, be affordable to families earning forty-five (45) percent of the adjusted median income for the Middlesex, Somerset, Hunterdon Primary Metropolitan Statistical Area (PMSLA) and housing for moderate income households shall, on the average, be affordable to persons earning seventy-two (72) percent of the adjusted P.M.S.A. median income for the region, provided that in no event shall the "affordability" criteria of units for low income families exceed fifty (50) percent; of the adjusted P.M.S.A. median income for the region or in the case of moderate income families, eighty (80) percent of the adjusted "P.M.S.A; 'median income for the region" <sup>to be used</sup> "P.M.S.A.; "median income for the region" refers".....I to the process of multiplying the current year P.M.S.A. income by ninety-four (94%) percent so as to yield a lower figure, which approximates the income figure for the eleven county Northern New Jersey region, for which data is no longer conveniently available\*

The Township's Land Development Ordinance shall be amended to provide the mechanisms to meet the Township's affordable housing goals, as enunciated in



Appendix A, by including a requirement for a ten (10%) percent setaside for housing affordable to lower income households. This provision shall apply to all builders of housing for resale or rental, regardless of size or classification and regardless of whether said units are built pursuant to any land development ordinance or as a result of an approval gained by application to the Zoning Board of Adjustment.

HI-A-3 Reopening Clause \*

Any party to this agreement, upon good cause shown, may apply to the Court for modification of this Agreement based on a modification of law by a Court of competent jurisdiction, a subsequently enacted state statute, a subsequently adopted administrative regulation of a state agency acting under statutory authority, or based on no reasonable possibility of performance.

III-A>\* Provisions for Lower Income Housing

- (i) Housing units shall be provided which shall be housing affordable to families of low income equal to five (5) percent of the total number of housing units sold or rented within the development; and
- (ii) Housing units shall be provided which shall be housing affordable to families of moderate income equal to five (5) percent of the total number of housing units sold or rented within the development.

HI-A.5 Compliance Status Report

All developers with a lower income housing obligation shall provide the "Township" Agency "with" a "Compliance" "Status" "Report" aV more "fully" "set forth" In Appendix A, attached hereto.

m-A.6 Housing Plan

Developers with a lower income housing obligation shall supply, as part of their initial application for development within any Planned Development to the Old Bridge Planning Board, a "Housing Plan". This obligation to supply a housing plan is deferred, as to Olympia and York and Woodhaven Village, until such time as each of

\* these developers apply for any Preliminary Major Subdivision or Site Plan approval which includes lower income housing. See the phasing schedule and anticipated application schedule set forth in Appendix A, Section A.5 and A.8.1. This Housing Plan shall set forth the mechanisms whereby the developer will construct lower income housing. Such a Housing Plan shall indicate the approximate sizes, numbers, types, locations, price ranges, price controls, deed restrictions and marketing strategies for the lower income housing, with a phasing schedule for the actual delivery of such units as part of the overall development in tandem with the market units. In particular, the Housing Plan shall provide a mechanism to insure that the units remain affordable to lower income households for a period of thirty (30) years from the date of issuance of the initial Certificate of Occupancy for each such lower income housing unit.

### III-A.7 Waiver of Township Fees

Old Bridges Township agrees to waive all applicable application and permit fees related to lower income housing, as set forth in Appendix A of this Agreement. It is expressly understood that this waiver applies only to those housing units specifically designated as "lower income housing" as that term is defined in Appendix A of this Agreement.

### m-B.1 ~~Rent Controls~~

All developments providing a ten (10%) percent lower income housing setaside shall be exempt from all Municipal rent control regulations except such controls as provided herein that are specifically applicable to lower income housing.

### III-B.2 ~~Suspension of Lower Income Housing Obligation~~

\* In the event Certificates of Occupancy are issued for 2,135 lower income housing units prior to the end of the year 1990, the Township will have the right to suspend the construction of further lower income housing units. In this event, any party shall have the right to petition the Court for clarification as to those conditions under which they may continue to build market housing.

1.1C LAND DEVELOPMENT STANDARDS

IV-A Ordinance Revisions

The Township of Old Bridge agrees to amend its Land Development Ordinance to meet its constitutional obligations as directed by this Court on July 13, 1984, which amendments will be enacted by the Governing Body of the Township in accordance with a time schedule acceptable to the Court.

It is clearly understood, however, that the provisions of this Settlement Agreement and all attachments hereto, provide a mechanism under which O & Y and Woodhaven shall seek development approvals and by which development undertaken by O&Y and Woodhaven shall be controlled. No further Ordinance amendments are necessary to permit O&Y and Woodhaven to submit development applications for approval; and the standards set forth in this Agreement and the attachments hereto shall govern the relationships between the Township and O&Y and Woodhaven.

1.1 Objectives

The Ordinance Amendments to be adopted by the Township shall have the following objectives:

- a. Ensuring the construction of affordable housing, maintained as affordable over time, using procedures substantially in accord with the concepts contained in Appendix A, attached hereto;
- b. Ensuring the rapid processing of development applications, using a "two-stage" subdivision review process with procedures substantially in accord with the concepts contained in Appendix B, attached hereto;
- c. Providing for more cost-effective development of residential land by employing regulatory standards substantially in accord with those contained in Appendix C, attached hereto;

d. Eliminating vague or unnecessary cost-generating engineering or design standards, by using more detailed measures focusing on public health and safety, substantially in accord with the comprehensive engineering standards contained in Appendices D and E, attached hereto.

However, it is specifically understood that the provision for Mid-rise apartments applicable to O&Y shall not be available to other developers, and will not be part of any ordinance revisions.

V. PROVISIONS SPECIFIC TO O & Y AND WOODHAVEN

V-A Vesting

Under the terms of this settlement, O & Y and Woodhaven shall have all the rights and privileges, specific unit counts, specific development rights and specific land development standards set forth herein, vested for a period of twenty (20) years from the date of entry of this Order.

V-A.1 O & Y Unit Count

O & Y shall be permitted to build four (4) units per gross acre (10,560 units based on their present holdings of 2,640 acres), ten (10%) percent of which, (1,056 units), shall be reserved as housing affordable to lower income households, and the remainder of which shall be housing without price controls or rent control restrictions.

V-A.2 Woodhaven Unit Count

O & Y shall be permitted to build four (4) units per gross acre (5,820 units based on their present holdings of 1,455 acres), ten (10%) percent of which, (582 units), shall be reserved as housing affordable to lower income households, and the remainder of which shall be housing without price controls or rent control restrictions.

**V-B Development Rights Specific to O & Y and Woodhaven**

**V-B.1a O&Y Landholdings Map**

Attached hereto is Map 1 which shows O & Y's land holdings in the Township of Old Bridge that are the subject of this Settlement Agreement.

**V-B.1JD. Woodhaven Landholdings Map**

Attached hereto is Map 2 which shows the land holdings of Woodhaven in the Township of Old Bridge which are the subject of the Settlement Agreement.

**V-B.2' Additional Lands**

O & Y or Woodhaven may acquire additional lands (outparcels) from time to time provided such lands are within the limit of the acquisition line as shown on the landholdings map, designated as outparcels as part of the Concept Plan, and provided that such lands are zoned PD. Such lands shall be treated as if they are part of the original land holdings of O & Y and/or Woodhaven and incorporated into their Landholdings Map. Specifically, such additional lands may be developed at four (4) dwelling units per acre and the number of dwelling units attributable to the outparcels shall be added to the total number of residential dwelling units permitted within their respective developments, provided, however, that

(a) the number of lower income housing units required to be built within the development shall, also be increased by ten percent (10%) of the number of additional dwelling units attributable to the acquired lands; and

(b) the density of development shall be increased by ten percent (10%) of the number of additional dwelling units attributable to the acquired lands; and

**V-B.3 Approval Procedures**

**V-B.3.a: Settlement Plan**

O & Y and Woodhaven shall each have the right to develop their lands in accordance with the Settlement Plan, set forth on Pages A & B, applicable to their lands upon entry of this Order provided:

a) As provided in the Court Order of which this is an attachment, the Planning Board shall have the right to hold public hearings on the O&Y and Woodhaven plans { Plates A and B) commencing in February, 1986, and, if necessary, continuing into March, 1986, provided that the Planning Board abides by the procedures set forth in this Settlement Agreement and the attachments hereto;

b) The Planning Board shall issue its decisions on Plates A and B simultaneously and no later than March 1\*, 1986 (provided, however, that the Board may petition the Court for additional time), which decisions shall be reported to the Court.

c) In the event that the Planning Board approves a Plate (with any modifications acceptable to the affected developer) the Court shall enter an Order incorporating the approved Plate into the previously approved Settlement Agreement, ~~nunc pro tunc~~.

w In the event that the Planning Board does not approve a Plate (or approves a Plate with modifications unacceptable to the affected developer) the Court shall refer the matter to the Master for recommendations, and shall thereafter schedule a hearing to determine what modifications, if any, would be necessary in order to make the Plate acceptable to the Court.

The Master shall provide the Court with recommendations, and the Court shall base its decision on the record before the Planning Board, materials supplied to the Master, and the Master's recommendations. No testimony other than the Master's reports, shall be taken before the Court.

Thereafter, the Court shall enter an Order incorporating the Plate, as approved by the Court, into the previously accepted Settlement Agreement, ~~nunc pro tunc~~. The decision of the Court shall be final and binding on all of the parties\*

**V<sup>A</sup>B.3.b Hearing and Notice;**

Following issuance of a Court Order incorporating the Plates into this previously approved Settlement Agreement, the developer or developers whose Plates are approved by the Court may immediately thereafter submit development applications in accordance with the procedures set forth in the attached appendices to the Township Planning Board for its review and approval each time any of the lands within the Plates are proposed for development; and in accordance with the Municipal Land Use Law, no notice, other than publication, shall be required for Minor Subdivision, Final Subdivision and Final Site Plan Approval.

**V-B.3.C Accelerated Review Schedule;**

The Township Planning Board is obligated to review and make decisions with respect to applications for Preliminary Major Subdivision and for Site Plans within ninety-five (95) days of application; and to review and decide on applications for Final Major Subdivision and Minor Subdivision within forty-five (45) days of application\*

In order to accommodate this schedule, the Township Planning Board agrees to hold special meetings not to exceed two (2) meetings per month for applications which are part of an inclusionary development, and to allocate staff, either Township employees or special consultants, to review such applications on a timely basis.

Developers seeking Township approval of applications under these procedures shall provide the Township with such funds as are reasonably necessary to assure competent professional review throughout the application process. Such funds will be placed in a Township-managed escrow account, and invoices for professional services rendered by or on behalf of the Township for such reviews will be required by the administrator of the account prior to release of such funds. Fees charged by consultants to the Township shall not exceed the normal and customary fees charged



by such consultants, and the developers shall have an opportunity to review such charges. In the event that a developer regards the review fees as excessive, the developer may appeal such charges to the Court-appointed Master, whose decision shall be final.

V-B.3.d Master's Review

Olympia and York and Woodhaven Village shall have available to them a procedure to appeal to the Court-Appointed Master which appeal procedure is more fully set forth in Appendix A, attached hereto.

V-B.4 Development Standards:

V.B.fc.1 General Standards

The Township, O&Y and Woodhaven agree to abide by the procedures, principles and standards set forth in Appendices A, B, C, D and E attached hereto and made part hereof. The provisions in the attached appendices shall be applicable exclusively to O&Y and Woodhaven immediately, upon entry of this Order and such Land Development Ordinance amendments purporting to affect Planned Developments as may be subsequently adopted by the Township shall not apply to O&Y and Woodhaven except insofar as such amendments affect the general public health and safety. The Township and Urban League agree that the standards in Appendix A, unless expressly applicable exclusively to O&Y and/or Woodhaven, such as the phasing schedule set forth in A.3, shall apply to all other residential developers and shall be incorporated in appropriate ordinance revisions.

V.B.4.2. Standards and Reports

The applicant shall comply with the standards set forth in the Appendices, and in particular, Appendix B, when seeking development approvals\* The applicant shall respond to issues raised in the Township's Natural Resources Inventory.

Further, the applicants shall abide by the State requirement that the rate of post-development stormwater runoff shall not exceed the pre-development rate, and shall provide natural aquifer recharge through non-structural means whenever practical and feasible.

Reports, other than those set forth in Appendices A & B, shall not be required\*

**V-B.5 Housing Plan**

O & Y and Woodhaven shall each prepare a Housing Plan with the Planning Board, but their Housing Plans shall not be required until O & Y or Woodhaven applies for Planning Board approval of the first preliminary subdivision which includes lower income housing units. However, this obligation to supply a Housing Plan shall be deferred until after the Township Agency has established and published rules and regulations. They shall, however, be obligated to commence construction of the required lower income housing component in accordance with the Phasing Schedule set out in Appendix A.

**V-B.6 Distribution of Lower Income Housing**

It is specifically stipulated that lower income housing is to be located so as to afford similar access to transportation, community shopping, recreation, and other amenities as provided to other residents of developments constructed as a result of this Settlement Agreement. The landscaping buffers provided for lower income housing areas shall not be substantially different from those generally used in other portions of the development, nor different from these buffers generally used to separate sections of the development with different types of housing.

Nothing herein shall require any specific building, cluster, section or subdivision to have any lower income housing distribution shall be as outlined in Section A-3.3 of Appendix A. It is specifically understood by the parties that the developments contemplated to be undertaken as a result of this agreement are to be inclusionary, as a whole, and that the developers shall provide ten (10%) percent of the total residential units within the development as housing for lower income households.

Y.B-7" Senior Citizen Housing;

O&Y shall construct a 150 unit senior citizen housing project on lands it currently owns and shall convey the project, including land and buildings, to the Township in return for the Townships assumption of a 30-year mortgage from the New Jersey Housing and Mortgage Finance Agency or equivalent entity, and conveying the proceeds of such mortgage to O&Y. Such mortgage will be supportable from rents reflecting the maximum permissible rental charges as set forth in Appendix A, with fifty (50%) percent of the project to be devoted to low income households and fifty (50%) percent of the project devoted to moderate income households. There shall be a \$50 per month allowance for utilities incorporated into the rent schedule. The Township shall provide 100% tax abatement for the project, shall form an entity to own and operate the project when completed, and shall exercise its best efforts to assure the availability of tax-exempt financing for the project at an interest rate of ten (10%) percent or less. The Township shall also guarantee to provide for the maintenance of the units, to the extent that such maintenance costs are not fully covered by rental charges paid by the tenants, but shall have no further financial liability with respect to this project\* Construction shall start no later than April 1987. Cc

If the funds available from the aforementioned mortgage are insufficient to meet the costs of construction of the project, O&Y agrees to forgo remuneration to the extent of such shortfall; "The 150 units referred to herein shall not reduce the total number of residential units permitted or reduce the total number of lower-income housing units to be provided as set forth in Sections V-A.1 (O&Y Unit Count) and V-B.2 (Additional Lands).

V-C Site Specific Provisions

V-C.1 Industrial/Commercial Development

O & Y shall construct office/retail and commercial/industrial space on their PO/SD zoned lands which are included in the Settlement Plan which lands are

contained in two separate parcels as follows:

- a) approximately 237 acres on the northerly side of Texas Road in the vicinity of State Highways 9 & 18;

Total Permitted Gross Floor Area of up to 5,162,000 square feet, and

- b) approximately 42 acres on the southerly side of Texas Road in the vicinity of State Highways 9 & 18

Total Permitted Gross Floor Area of up to 915,000 square feet?

provided that, in each case, the Regulatory Standards set forth in the Appendices (and specifically, Appendix C) shall govern, with no additional lower income housing obligation attendant upon these rights inasmuch as O&Y's development as a whole will be providing substantial lower income housing opportunities.

V-C.2 Shopping Center Site

O & Y shall construct a regional shopping center of up to 1,350,000 square feet on approximately ninety-three (93) acres of their lands designated for this purpose, located on the southerly side of the proposed Trans Old Bridge Connector Road in the vicinity of its juncture with State Highway 18, with no additional lower income housing obligation attendant to this right, inasmuch as O&Y's development as a whole will be providing substantial lower income housing opportunities\* This right is conditioned on O&Y meeting the Regulatory Standards set forth in the Appendices (and specifically; Appendix C):

V-C.3" Optional Shopping Center Site

O & Y shall have the option of constructing the shopping center referred to in paragraph V-C.2 on the PD/SD lands referred to in subparagraph V-C.1 subject to the applicable regulatory standards of Appendix C. In the event of the exercise of this option, those lands reserved for a shopping center referenced in paragraph V-C.2 may be used for the construction of housing (at the option of the developer) or for

commercial/industrial uses that are permitted on Regional Commercial land in accordance with section C-1000 of Appendix C. As provided in the development of the Shopping Center (see above), there would be no additional lower income housing obligation attendant to the exercise of this right to construct the shopping center in an optional location, inasmuch as O&Y's development as a whole will be providing substantial lower income housing opportunities\* ;

V-CJ\* MioVise Apartments

O & Y shall be permitted to construct midrise apartments not exceeding eight (3) stories in height on its lands, which apartments may be for rent or for condominium ownership subject to the following limiting conditions:

- a) No midrise structure shall contain more than <sup>150</sup> jttB units;
- b) midrise apartments will be limited to those areas designated on the Settlement Plan and will not be permitted in any other location without a specific approval from the Planning Board.
- c) the total number of apartment units within all midrise apartments shall not exceed ten (10%) percent of the total number of dwelling units permitted within the development;
- d) no building permit will be issued to construct a midrise apartment building until at least twenty-five (25%) percent of the residential units within the development have been built.

It is specifically understood that the inclusion of "midrise apartments" in this settlement agreement is a function of the litigation and there is no precedent in this settlement for any other midrise structures elsewhere in the Township\*.

V-C.5 Woodhaven Commercial Development

Woodhaven shall construct office, retail, commercial and/or industrial space on the 73 acres designated Commercial on its Settlement Plan with no additional lower income housing obligation attendant to the exercise of this right.

This right is conditioned upon Woodhaven meeting the regulatory standards set forth in the Appendices (and specifically Appendix C).

**V-C.6 Staging Performance; Non-Residential Development**

O&Y, Woodhaven, and the Township recognize that it is desirable that the progress of the residential component of the projects be related to the non-residential component of the developments, generally as set forth in Section 9-10:2.1 of the existing Old Bridge Township Land Development Ordinance\* However, that section of the ordinance is hereby modified, for these developers, to read as follows:

Residential housing units and acres of non-residential uses that may be developed by O&Y and Woodhaven shall be timed at intermediate points following the staging performance schedule outlined below. The staging performance schedule shall be established for each development at the time of approval of the concept plan by the Planning Board.

The staging performance schedule shall relate maximum percentage of dwelling units (expressed as the maximum number of construction permits issued) to the minimum percent of acres of non-residential uses which must be improved with public water and sewer facilities, and minimum assessed valuation of building space under construction devoted to non-residential uses.

**Staging Performance Schedule**

<b>Maximum Dwelling Units</b>	<b>Minimum Commercial and Office Industrial Acreage served by Infrastructure</b>	<b>Minimum Ratables as % Total Assessed Valuation of Commercial Office Industrial as Defined at Concept Plan stage</b>
10%	10%	0%
25%	25%	0%
50%	50%	25%
70%	70%	45%
35%	35%	65%

Affordable Housing units approved as part of the Concept Plan pursuant to this Settlement Agreement shall not be counted, for purposes of this section, and shall be excluded from the Staging Performance Scheduling requirement. This Staging Performance Schedule with respect to commercial and industrial facilities does not modify the lower income housing phasing required by Appendix A, Section A.S



V-D Off-Tract Improvements

Off-tract improvements shall be addressed in a separate agreement.

V-E Water and Sewer Improvement

V-E.1 Sanitary Sewerage System

The parties signatory hereto acknowledge that an agreement has been reached with the Old Bridge Township Sewerage Authority with respect to the provision of sewage service adequate to serve the complete projected requirements of both O & Y and Woodhaven. This agreement has previously been filed with the Court and is referenced herein as Addendum L

V-E.2 Water

The parties signatory hereto acknowledge that an agreement to provide potable water supplies, not only to developments to be undertaken by O & Y and Woodhaven, but also to serve other portions of Old Bridge Township, is being negotiated between O & Y, Woodhaven and the CB.M.U.A. To resolve their mutually shared concern regarding the shortage of dependable long term potable water supplies, an informal Consortium has been formed consisting of the Borough of Sayreville, the O.B.M.U.A., and the two developers, O & Y and Woodhaven. The current proposal is to construct an eight mile water transmission pipeline from the M.W.C. facilities in Edison, across the Raritan River, through the Borough of Sayreville, into the Township of Old Bridge and terminate at the O.B.M.U.A. treatment plant on Highway 1. The municipal authorities enter into financial arrangements for capacity in the line.

The line will be capable of delivering 30 Million Gallons per Day (M.G.D.) at the point of crossing of the Raritan River. This capacity will be allocated: 10 M.G.D. to Sayreville, and 10 M.G.D. to O&Y and Woodhaven, with the remaining 10 M.G.D. covering the existing and future needs of the Township exclusive of the southwest quadrant where O & Y and Woodhaven have their developments.



V-D Off-Tract Improvements

Off-tract improvements shall be addressed in a separate agreement\*

V-E Water and Sewer Improvement #

V-E.1 Sanitary Sewerage System

The parties signatory hereto acknowledge that an agreement has been reached with the Old Bridge Township Sewerage Authority with respect to the provision of sewage service adequate to serve the complete projected requirements of both O & Y and Woodhaven. This agreement has previously been filed with the Court and is referenced herein as Addendum I\*

V-E.2 Water

The parties signatory hereto acknowledge that an agreement to provide potable water supplies, not only to developments to be undertaken by O & Y and Woodhaven, but also to serve other portions of Old Bridge Township, is being negotiated between O & Y, Woodhaven and the O.B.M.U.A. To resolve their mutually shared concern regarding the shortage of dependable long term potable water supplies, an informal Consortium has been formed consisting of the Borough of Sayreville, the O.S.M.U.A., and the two\*developers, O & Y and Woodhaven. The current proposal is to construct an eight mile water transmission pipeline from the M.W.C. facilities in Edison, across the Raritan River, through the Borough of Sayreville, into the Township of Old Bridge and terminate at the O.B.M.U.A. treatment plant on Highway 6. The municipalities and Authorities will enter into financial arrangements for capacity in the line.

The line will be capable of delivering 30 Million Gallons per Day (M.G.D.) at the point of crossing of the Raritan River. This capacity will be allocated: 10 M.G.D. to Sayreville, and 10 M.G.D. to O&Y and Woodhaven, with the remaining 10 M.G.D. covering the existing and future needs of the Township exclusive of the southwest quadrant where O & Y and Woodhaven have their developments.

While the O.B.M.UJL\*eco\$ruzes it is essential that it participate in this project and has passed a formal resolution acknowledging this fact, there are constraints making it difficult for the O.BMM.A\* to commit to the project without a reasonably firm cost estimate and a public hearing.

To address unresolved issues concerning funding, O & Y and Woodhaven have proposed a financial plan. Under this plan, O&Y and Woodhaven will guarantee one-half of the O.B.M.Uj\.'s cost of constructing the pipeline, provided future water connection fees from their developments are allowed to offset against this funding plus interest. O5Y and Woodhaven have also proposed to carry the O.B.M.U.A.'s share of the construction cost of the pipeline until the O.B.M.JJ.A\* can obtain the required funds from a bond issuer. Although the O.B.M.JJ.A. is not in a position to grant formal approval at this time, the proposal was very favorably received by the Board of Commissioners. Settlement of all housing, planning and development issues is a necessary precondition to reaching an agreement on the water Issue. This Order constitutes such settlement. However, a firm agreement as to provision of adequate supplies of potable water shall be reached by March 15,1986; however, any party may extend the deadline by 30 days, and the deadline may be further extended by mutual consent of the parties.

V-F Additional Considerations

V-&A Potential Conflict that if there is a conflict between any Ordinance

now in existence or passed subsequent to the Order/this Ordinance and the attached Appendices, as affecting the rights of O & Y or Woodhaven shall control.

In the event of any conflict between the parties signatory hereto, the parties agree to submit their disputes to the court-appointed Master before seeking redress in the Court.

*And Judgment of Appeal, This Agreement*

V-F-2. Implementation

Upon entry of the Court Order to which this is an attachment, the Township of Old Bridge agrees to begin the process of immediate implementation of this agreement and the appendices attached hereto.

Specifically, the Township Planning Board will schedule a public hearing on the Settlement Plan or Plans, provide the Court with its recommendations in a timely fashion, and thereafter, begin the process of review of all applications submitted by O&Y and Woodhaven\*

V-F.3. Primacy of Order MA

All parties signatory hereto agree that the within Settlement together with all attachments hereto shall be implemented without the necessity of any revisions to the Township's Land Development Ordinances with regard to O&Y and Woodhaven. The parties agree that the procedures and standards set forth in the Appendices attached hereto shall be the procedures and standards applicable to the O&Y and Woodhaven developments. Any comprehensive zoning or land use ordinance revisions subsequently made by the Township shall include a specific provision in it stating that the O&Y Old Bridge development and the Woodhaven development shall be governed solely by this Settlement Agreement, the Order pursuant to which same is approved, and the Appendices attached hereto. The Township and Urban League agree that revisions to the ordinances are necessary to implement this Agreement as

1. J& all ptber residential developers. ~ ^ 4<r .-\*--- -,d--> .... .-.....,,-. ... ~\*^ -\* - - .\*

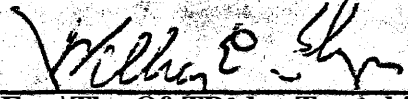
V.F.4 Masters Fee

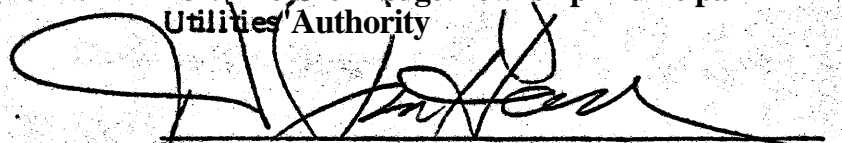
It is specifically agreed to between the parties that the amount of the Master's fees incurred to the date of the execution of the Order shall be divided evenly between O&Y, Woodhaven, and the Township, with each party bearing one-

third (1/3) of the total cost. Thereafter, Master's fees shall be allocated between the parties as provided in other pertinent sections or appendices of this Agreement except that in no instance shall the Urban League be liable for any portion of the Master's fee.


  
\_\_\_\_\_  
For: The Township of Old Bridge

by  township attorney  
\_\_\_\_\_  
For: The Old Bridge Township Planning Board

  
\_\_\_\_\_  
For: The Old Bridge Township Municipal  
Utilities Authority

  
\_\_\_\_\_  
For: Q&Y Old Bridge Development Corp.

  
\_\_\_\_\_  
For: Goodhaven Village, Inc.

  
\_\_\_\_\_  
For: The Urban League of Greater New Brunswick

**LIST OF APPENDICES ATTACHED HERETO:**

- I. Appendix A: Sets forth lower Income housing procedures.
- 2 Appendix B. Procedural aspects of development applications.
- 3\* Appendix C. Substantive revisions in planning standards.
- 4\* Appendix D. Sets forth engineering standards for drainage.
5. Appendix E. Sets forth engineering standards for roads\*
6. Appendix F: Old Bridge Township Ordinances 54-85, 55-85, and amendments thereto.
7. Schedule I: List of O&Y landholdings as of July, 1985
8. Schedule Us List of Woodhaven Village landholdings as of July, 1985
9. Map 1 - O&Y Landholdings Map
10. Map 2 - Woodhaven Landholdings Map
11. Plate A: Concept Plan for Olynrapia and York
- iZ. rldie o: Conceal Plan ivf wocjiaveri Village

**ADDENDUM REFERENCED HEREIN BUT NOT ATTACHED HERETO:**

Addendum I: The Sewer Agreement

01/22/86/O&Y

**BRENER, WALLACK & HILL**  
2-4 Chambers Street  
Princeton, New Jersey 085\*0  
(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-009837-8\* P.W  
and NO. L-03673\*-8\*P.W.

Civil Action

ORDER AND JUDGMENT of Refese  
(OLD BRIDGE)

*Handwritten initials and signature:*  
JAN 1988  
JAN 1988  
JAN 1988

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, foe\* (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 2\*, 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 2% 1986; and the Court having reviewed the papers and memoranda submitted and good cause, having been shown:

IT IS on this ^ % \* y o f ^ l \* \* < c w , 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 BerenCorp. (hereinafter "Oakwood") development



- D) 17\* 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.3. 153 (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 5, 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 shaiWorward its recommendations and dfcistofurro' 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.

ft. 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.

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  
- for Review.*

*AM  
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 El 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, or such other deadlines 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 1\*, 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;

.. . -Hi) — The sale price and/or the rental charges on 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.

3. Repose:

The Township of Old Bridge is hereby enjoined 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 fee 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 careful review - Q2T 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

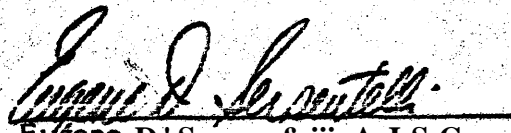
court order approving a phasing, affordability, and re-sale/re-rental restriction plan, is continued in full force and effect.

IK 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,

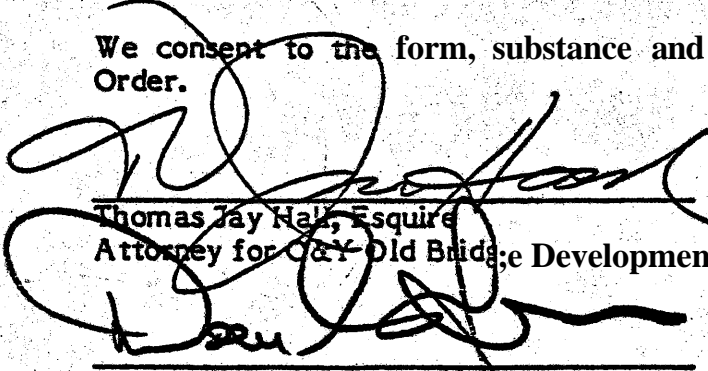
12. Jurisdiction.

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. Serperafiii, A.J.S.C.





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

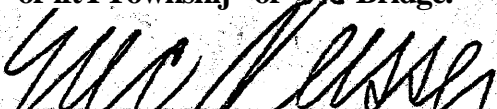
  
Thomas Jay Hall, Esquire  
Attorney for O&Y Old Bridge Development Corp.

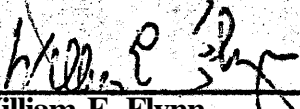
  
Dean A. Gaver, Esquire  
Co-Counsel, O&Y Old Bridge Development Corp.

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

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

1/23/00

APPENDIX A

**A.1 Purpose**

The material set forth herein is intended to form both a framework for the Township's adoption of Ordinance amendments, as well as to provide a mechanism to permit O&Y and Woodhaven to commence development immediately without waiting for the promulgation of a new Township Ordinance.

**A.2 Definitions**

• "Adjusted Median Income" shall mean and refer to the product of multiplying the published median income of the Middlesex-Hunterdon-Somerset Primary Metropolitan Statistical Area as may be adjusted by an agency of the United States Government from time to time, by 94%.

"Affordable Housing" shall mean and refer to the housing setaside for qualified Lower Income Households which is priced as follows:

- i. Housing for sale: The combination of costs for principal, interest, taxes, insurance and homeowners association assessments, if applicable, shall not exceed 28% of the Total Lower Income Household Income; and
- ii. Housing for rent: The combination of contract rent plus an allowance for utility costs shall not exceed 30% of the Total Lower Income Household Income."

"Agency" shall mean and refer to the Township Agency referenced below.

"Approving Board" shall mean either the Planning Board or the Zoning Board of Adjustment, as appropriate.

"Building<sup>1</sup>" is any continuously enclosed structure containing one or more separate dwelling units.

"Cluster" is any grouping of buildings in close physical proximity to each other> usually arranged around a common feature such as a courtyard or parking area.

"Household" shall mean and refer to all persons living as a single non-profit housekeeping unit, whether or not related by blood, marriage or other affiliation.

"Housing Plan" shall mean and refer to a proposed scheme for providing affordable housing for lower income households within the Township of Old Bridge, submitted to and certified by the Affordable Housing Agency .

"Lower Income" shall mean and refer to both low and moderate income housing.

"Low Income" shall mean and refer to incomes which are 50% or less than the adjusted median income.

"Moderate Income" shall mean and refer to incomes which are between 50% and SD% of the adjusted median income. / ^

"Order"<sup>1</sup> shall mean and refer to the Order and Judgment issued by the Hon. Eugene D. Serpentelli, A.3.S.C., dated \_\_\_\_\_, resolving the litigation between O&Y, Woodhaven-, the Urban League and the Township of Old Bridge et al, and shall also mean and refer to all appendices and memoranda attached thereto.

"Section" Is any building or grouping of buildings, or any cluster or grouping of dusters set apart by natural features, landscaping or buffers from other parts of the development so as to constitute an identifiably separate portion of the development. A separately named building or grouping as defined herein is presumptively a section.

"Township Agency" shall mean and refer to any entity established by the Township of Old Bridge to administer any portion of the lower income housing program wiithin the control of the Township of Oid Bridge.

"Total Household Income"<sup>11</sup> shall mean and refer to all gross income from all sources cf all members of the household or family.

### A.3 Lower Income Residential Requirement

#### A.3.1 Requirement;

Every development application submitted to an Approving Board for construction of new housing for resale or rental within the Township of Old Bridge shall set aside ten (10%) percent of all housing units which shall be affordable to lo-er Income households. Once a Certificate of Occupancy is issued for a lower income housing unit, the Township of Old Bridge shall receive a credit for such unit against its fair share housing requirement.

#### A.3.2 Distribution;

Five (5%) percent of all housing units built within the Township of Old Bridge shall be affordable to low income households; and five (5%) percent of all housing units built within the Township of Oid Bridge shall be affordable to households of moderate income.

#### A.3.2. ris^ersal

Developments governed by this Order shall physically disperse the lower income units as follows: ;

a. No more than 24 lower income units may be located in any single building, except fo- the Senior Citizen Housing Complex. No building, cluster or section *sza.ll* be required to contain ~~any~~ io'A-er income units. In any

section containing lower income housing units, no more than 1/3 of the total number of units may be lower income housing. Clusters may contain only lower income units provided that such a cluster is as much a part of a section as the clusters of market units, and that the boundaries between lower income clusters and market clusters, such as grassy areas, internal roads or sidewalks shall be no different than the boundaries between market clusters.

b. The restrictions contained in paragraph (a) above shall not apply to any building, cluster or section when necessary to finance the development of the building, cluster or section through public or tax exempt funding, but in no event shall any one building, cluster or section developed pursuant to this paragraph contain more than 150 lower income units.

#### A.4. Affordable Housing Plan.\*

Applicants seeking approval for any residential development for sale or rental shall submit a proposed affordable housing plan for approval by the Approving Board as part of the documentation required for the first section of the development, wherein preliminary approval is requested for either subdivision or site plan, or, if the application is for development of housing for sale or rental via the variance process, as part of the variance application.

The affordable housing plan shall contain the following major elements:

- (a) Description of the units, by number, size and probable location;
- (b) Description of the affordability control mechanism, such as *deed* restrictions, rental price controls, resale controls, etc.;
- (c) Description of means of assuring affordability over a thirty (30) year period.
- (d) Description of the duration of the affordability controls (minimum requirement for lower income housing is thirty (30) years); minimum requirement for maintenance as rental units, if contemplated, is ten (10) years, but after conversion to sale units, such units must remain price controlled for the balance of the thirty year period;
- (e) Description of any proposed conversion process, if applicable, involving the rental units;
- (f) Description of the proposed marketing scheme for the lower income housing units, which, as a minimum, shall include the affirmative marketing requirements set forth in the procedures for occupancy of lower income housing, established in Section V(F) of Ordinance No. 54-85.

---

\* The Settlement Agreement provides a different set for schedule for OL: E-C' V,ooora/en.

Such marketing plans shall include assurances that the opportunities for low and moderate income units will be advertised throughout the eleven (11) county region, including Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Warren, and Warren counties, and specifically including newspapers of general circulation in Elizabeth, Jersey City, Newark, New Brunswick, Paterson and Perth Amboy. In addition, the plan shall require that the developers notify the Civic League of Greater New Brunswick, the Housing Coalition of Middlesex County, the Middlesex County Office of Community Development, the Council on Affordable Housing, the New Jersey Housing Mortgage and Finance Agency, and all fair housing centers or housing referral organizations in the aforementioned eleven (11) counties; and

- (h) Description of a disclosure statement to be attached to all contracts for rental or sale of all housing units within the development, whether market or price controlled.

#### A.5 Screening Procedures. Other Regulations:

The Township of Old Bridge, by ordinance, shall establish an affordable housing agency, which shall review all affordable housing plans and certify them to the Planning Board. The affordable housing agency shall also establish, by rules and regulations, mechanisms whereby lower income households can be screened for income eligibility and for potential placement in available affordable housing.

##### A.5.1. Hardship Exemptions

A Developer may apply to the Agency for a Hardship Exemption, as follows:

- a) The Developer may only apply to the Agency for a Hardship Exemption after the later of (i) six (6) months after the developer has commenced marketing the Lower Income Unit and (ii) ninety (90) days after the Developer has received the Certificate of Occupancy for such Lower Income Unit.

- b) In order for the Developer to be entitled to a Hardship Exemption from the Agency, the Developer must show the Agency that (i) the time periods set forth in subsection (a) above have lapsed, and (ii) that the Developer has been marketing such Lower Income Unit for a specified time period and in accordance with the most recent marketing plan approved as part of the housing plan, and (iii) no Qualified Household is obligated under a contract to purchase, or a lease to rent, and the case may be, for such Lower Income Unit.

If a Developer has complied with the requirements of (a) and (b) above, and despite best efforts, has not been able to obtain a Qualified Household, from the waiting lists maintained by the Agency or by the

Urban League, the Developer may offer such unsold unit to any person or household whose income is up to fifty (50%) higher than the ceiling income for the category for which the unit was intended. In the event that an additional one hundred twenty (120) days elapse without the units remaining unsold, to the best efforts of the developer to sell the unit, the Developer, with the permission of the Agency, may offer the unit to any person or household with income up to 10% above income ceilings.

However, all units built as affordable housing units under this Appendix and receiving a Hardship Exemption, are to be sold and rented at no more than the maximum prices permitted by this Agreement, and are to be price-controlled and deed-restricted so that the sale and re-sale prices reflect the price category for which the unit was originally intended to be offered, and future sales of units receiving Hardship Exemptions shall be subject to the original requirements for purchaser eligibility.

**A.6 Affordability Standards:**

Applicants for each subdivision and/or site plan project, following the initial submission of the housing plan, shall demonstrate to the Planning Board how the applicant is meeting the commitments and conditions set forth in the affordable housing plan.

Applicants shall demonstrate that affordable housing units are being priced so that, on the average, they are affordable to households earning ninety (92%) percent of the income established for the income groups, such that housing for low income households shall, on the average, be accessible to persons earning forty-five (45%) percent of the Adjusted Median Income for housing for moderate income households shall, on the average, be accessible to persons earning seventy-two (72%) percent of the Adjusted Median Income.

**A.7 Bedroom Mix and Unit Size:**

Lower income housing units shall be provided in combinations of efficiency, one bedroom, two bedroom and three bedroom apartment units. While the distribution of units should be reasonably reflective of the market units to be provided, the lower income units shall include not more than 20% efficiency and one bedroom units and at least 15% three bedroom or four bedroom units. Unit sizes shall not be less than the following:

<u>Unit type</u>	<u>Minimum size:</u>
efficiency units	480 s.f.
1 Bedroom	550 s.f.
2 Bedroom	750 sq.
3 Bedroom	950 sq.

\*-5

Phasing Schedule:\*

Set forth below is the minimum phasing schedule for the construction of low and moderate income units for O&Y and Woodhaven. The numbers set forth are based on Certificates of Occupancy.

<u>MARKET RATE HOUSING UNITS</u> <u>Maximum</u>	<u>LOW &amp; MODERATE INCOME HOUSING UNITS</u> <u>Minimum</u>	TOTAL
Up to 500 units	No immediate lower income housing required	500
501 units	50 lower income units for which CO's have been Issued	550
each 200 units thereafter:	22 lower income units	390+200+22

In addition, the following conditions are understood:

1. A subdivision of any size can be submitted by a developer, subject as the affordable housing is provided in accordance to the above schedule.
2. There shall be no prohibition placed on obtaining building permits. The phasing is controlled by the issuance of Certificates of Occupancy.
3. While the development will be Indusory as a whole, no section, disser, or building will be required to have lower income units within its boundaries.

Anticipated Applications

C&Y and Woodhaven intend to submit their initial applications for preliminary approval of the first section of the development as seen as per Order, of which this is an Appendix, is entered. It is anticipated that the first subdivision will be for approximately 230 residential units. The Woodhaven subdivision will be for approximately 900 residential units. Thereafter, O&Y and Woodhaven will be submitting development applications for other phases of their developments, which will include market units, low and moderate income units.

\* Section 8.1 and A.8.1 apply only to O&Y and Woodhaven. The numbers set forth are based on court order or otherwise.



income units and industrial and commercial phases- Actual applications for development will be submitted in accord with marketing, financing, and other considerations. Any application which includes lower income units shall identify the approximate location of such units.

**A.9 Fee Waivers:**

Notwithstanding any ordinance requirement of the Township of Old Bridge, the applicable Township approving agency shall waive the following fees for lower income units:

- (a) Planning Board application fees;
- (b) Engineering review fees;
- (c) Building permit fees;
- (d) Certificate of Occupancy fees; and
- (e) Inspection fees for all on-tract improvements and structures;

**A.10 Certification Procedures:**

Developers constructing lower income housing under these provisions shall report their progress to the Township Agency as follows:

**A.I5.1. Quarterly Report.**

Each developer providing lower income housing shall provide the Township Agency with a report at the end of any calendar quarter (defined as the period ending March 31, June 30, September 30 and December 31 of each year). The Township Agency shall supply copies to the Urban League, the Court-appointed Master, and all interested parties. This report shall set forth:

- a) the total number of all Certificates of Occupancy issued for residential units within the development during that particular three-month period;
- b) the total number of Certificates of Occupancy issued for low and moderate housing units within the development during that particular three-month period;
- c) whether the lower income units are rental units or "for sale"<sup>1</sup> units;
- d) the percentage of low and the percentage of moderate income units Certificates of Occupancy issued during the three-month period expressed as a percentage of the total number of residential units Certificates of Occupancy issued within the development during the same three-month period:

- e) whether there is a surplus or deficit of low and moderate income units Certificates of Occupancy Issued during the three-month period measured against the ten (10) percent low and moderate housing requirement for the development;
- f) the sales prices and rents charged for lower income housing.

**A.1C.2 ~~Letters of Certification~~**

The Township Agency shall, within thirty (30) days of receipt, issue a Letter of Certification, certifying that the Status Report is correct, or advise in writing that the Status Report is incorrect and specifying the inaccuracies therein, whereupon:

- (a) the developer will correct and resubmit the Status Report or
- (b) will formally appeal by representation before the Board of Directors of the Township Agency; or
- (c) If the Status Report remains an issue of contention between the Township Agency, the developer, and/or the Urban League, the matter will be placed before the Court Appointed Master whose adjudication will be final and binding upon the Township Agency, the developer and/or the Urban League.

**A.1C-3 Certificate of Compliance**

There shall be no penalty to the developer If any quarterly Status Report reveals noncompliance with the requirements to provide low and moderate income housing units provided:

- (a) no additional Certificates of Occupancy for market units shall be issued if there has been noncompliance with the phasing schedule set forth in Section A.8.
- (b) that the developer show compliance on an annual basis supported by the Letters of Certification for the previous four (4) quarters, -which Letters of Certification, taken together, substantiate compliance for that fiscal period and which Letters of Certification showing annual compliance shall be submitted to the Court Appointed Master, whereupon;
- (c)~ the Court appointed Master shall within thirty (30) days, issue a "Statement of Annual Compliance" certifying that the development is, as of the date of accounting, in compliance with the mandate of the Court with respect to providing low and moderate income housing in accordance with Mount Laurel II.

**A.10.\*f Establishment of Monitoring Fund**

As a condition of issuance of the first Certificate of Occupancy for any residential construction resulting from an approved development application, except for the first development application referenced in Section A.8.1 of this Appendix, O&Y and Woodhaven shall pay \$30.00 (thirty dollars) to the Urban League for each lower income unit approved in the specific development application for purposes of monitoring compliance with the resale price controls, marketing plan, and other provisions of this settlement agreement and appendix. The Planning Board shall be informed as to the receipt of the funds by Urban League.

**A.10.5 Annual Report**

No later than June 30 of each calendar year during which lower income housing has been constructed within the Township, the Township Agency shall file a report setting forth the progress being made to supply affordable housing under these procedures. Such report shall be provided to the Mayor and Council and be made available as a public document by filing with the Township Clerk. A copy of such report shall also be filed with the Court, the Urban League and any interested developer providing lower income housing in the Township.

**A.11: Review and Appeal Procedures**

**A.11.1. Accelerated Review and Approval Schedule:**

The following schedule will apply to all development applications submitted by O&Y or Woodhaven:

**A. As to Preliminary Subdivision and Site Plan applications:**

<u>ACTION TAKEN</u>	<u>CUMULATIVE TIME</u>
i. Application submitted to Board	0 days
ii. Checklist review completed	10 days
iii. Written notice of completeness	15 days
iv. Planning Board Staff reviews (Applicant may submit additional material)	45 days
v. Document available to public	60 days
vi. Public hearing to be held	57-61 days
vii. Board action by Resolution	95 days

**B. As to Minor Subdivision and Final Major Subdivision applications:**

<u>ACTION TAKEN</u>	<u>CUMULATIVE TIME</u>
i. Application submitted to Board	0 days
ii. Declaration of completeness	10 days
iii. Planning Board staff review/s	30 days
iv. Public hearing	45 days
v. Board action by Resolution	85 days

The applicant may grant extensions of time: but I\* Is entiopted that 5-c . tjc.-e-ilsris will no: ht rzjz'.n^ sought or gri-.tti. Th= ?i&r.-:r& Bozrzw-'.l

not be required to schedule more than two (2) special meetings per month for all Applicants using the accelerated review and appeal procedure.

**A.11.2: Appeal to the Master**

If O&Y and/or Woodhaven shall have complied with all of the requirements of the processes set forth in the Order and the appendices thereto, and have not received approvals from the Planning Board within ninety-five (95) or forty-five (45) days from the date on which the application was deemed complete, depending on the type of application, they may appeal to the Master, using the procedures set forth in Appendix B.

**A.12: Contributions in Lieu of Development:**

The Township Agency shall prepare and recommend for adoption by the Township Council an arrangement whereby applicants for residential development for sale or rental of 99 or fewer units may make a contribution of funds, equivalent to the pro-rata cost of providing affordable housing units, in lieu of building such units within their lands. The Township Agency shall use these funds to purchase sites and construct lower income housing units or for such other purposes as the Agency may determine useful in providing lower income housing.

**A.13: Concept Plan Approval Hearings:**

The Planning Board shall hold hearings to approve Plates A and B, using the standards set forth, in the Settlement Agreement. The hearings shall be scheduled as soon as feasible in January, 1986, and may continue to March 31, 1986.

The Planning Board shall schedule a minimum of two meetings per month, which meetings shall be devoted exclusively to reviewing the applications submitted by O&Y and Woodhaven. At least one meeting per month shall be devoted to each developer's application. The applicant shall deposit a processing fee in the amount of \$ 5.00 per residential unit contemplated to be built in the overall development. Such sums as are directly attributable to the review of the specific application shall be charged against these funds; any funds not expended in this review process shall be refunded to the applicant. Copies of invoices or vouchers substantiating time expended for professional reviews shall be submitted to the applicant on a monthly basis, and a full accounting of all monies used shall be provided to the applicant within thirty (30) days following the Board's decision.

The Planning Board Attorney shall instruct the Board as to the limited nature of the Board's jurisdiction and the nature of the plans to be reviewed, and shall indicate that the Plates are at the "master-plan-concept" level and are part of a settlement of litigation, and cannot be changed without sound reasons. Each applicant may present such testimony as the applicant feels is necessary to provide information to the Board. In the event the Board, at the conclusion of any specific hearing, feels that it needs additional information or testimony on a specific point, the Board shall so inform the applicant, in writing, no later than three (3) days following the conclusion of the applicant's hearing.

The Court-appointed Master shall be invited to attend any hearing on Plates A and B, and may offer comments, suggestions and recommendations to the Board.