

**RESOLUTION  
TOWNSHIP OF FRANKLIN  
RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION ENTITLED NEW  
GREENWAYS OF FRANKLIN V. FRANKLIN TOWNSHIP UNDER DOCKET NUMBER  
GLO-L-242-07  
R-88-12**

**WHEREAS**, in 2007 Plaintiff New Greenways at Franklin brought suit against the Township of Franklin alleging that the Township had failed to satisfy its Constitutional obligation to provide affordable housing through a variety of housing types; and

**WHEREAS**, the Plaintiff sought a builder's remedy seeking court authority to build over 850 residential units; and

**WHEREAS**, the parties have been engaged in litigation for over four years; and

**WHEREAS**, as a result of court ordered mediation, the parties have clarified their positions, evaluated the issues and have attempted to find common ground; and

**WHEREAS**, the Township Committee believes it is in the best interest of the Township of Franklin and the residents and taxpayers thereof to settle the above referenced litigation on the following terms and conditions which are deemed fair and equitable to all concerned;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey that the Township hereby consents to a settlement that includes the following conditions:

1. The Township consents to a maximum density on property located in Planning Area 2 and commonly referred to as the Malaga Sites 3A and 3B being Block 5101, Lots 5 – 8, 13 & 14 such that said lands will be developed with a mixture of 238 single family homes, town homes and 196 multi family units. Those units are to be serviced by public water and sewer as is set forth further below. The Township will rezone said parcel to effectuate this density.

2. The Township will rezone Block 1401, Lot 22 such that it will attain a maximum density of 6 single family building lots each to be serviced with well and septic.

3. Block 1401, Lot 29 will be rezoned to permit a maximum yield of 20 single family lots each to be serviced by well and septic.

4. The Township will rezone Block 1401, Lot 13.02 for a maximum density of 5 single family lots, each to be serviced by well and septic.

5. The Township will rezone Block 1401, Lots 58, 63 and 68.24 for a maximum density of 152 single family lots each to be serviced by well and septic.

6. The maximum lot counts (yield) set forth above are subject to revision in light of particularized site constraints as each of the lots and sites are developed.

7. The 3A and 3B sites designated above being Blocks 5101, Lots 5 – 8, 13 & 14, will be integrated into a singular project with full integration for traffic circulation and the like.

8. The Township will sell and assign 115,000 gallons per day of sewer service capacity which the Township owns by virtue of its ownership of the redevelopment site known commonly as Meredith Farms.

9. That sewer capacity will be sold to New Greenways for \$528,000 payable as follows:

a. \$75,000 within 30 days after the execution of a definitive settlement agreement to be negotiated by and between Special Counsel Jeffrey Surenian, Esquire and counsel to the Plaintiff, Richard Hoff, Esquire.

b. The balance (\$453,000) will be payable on a per unit basis over the maximum 434 units to be constructed on Block 5101, Lots 5 – 8, 13 & 14 at a rate of \$1,044 per connection or the sum of \$453,000 divided by the actual number of units approved for construction.

10. Because the Plaintiff's sites which it owns or controls are not all serviceable by public water and sewer they are not appropriate for development for affordable housing purposes. Accordingly, the Township will consent, and the Plaintiff shall agree, that 124 affordable units, as that term is defined under existing COAH regulation and/or decisional law, will be constructed on Block 5101, Lots 5 – 8, 13 & 14.

11. In addition, the Plaintiff shall be responsible for providing sewer service infrastructure to the Malaga Business District and the Township shall provide for 35,000 gallons per day of sewer capacity from the Meredith Farms redevelopment site for that purpose. Plaintiff shall be responsible for designing, permitting and obtaining permission from all necessary regulatory agencies including, but not limited to, the NJDEP and Landis Sewerage Authority, to sewer the Malaga Business District and the existing businesses and to provide sewer service to the Plaintiff's sites.

12. The Plaintiff will be responsible for all infrastructure expenditures and may negotiate with individual and users to contribute to same.

13. The Township shall sign any and all necessary consents required by applicable regulatory agencies.

14. Plaintiff is responsible for obtaining public potable water service from a source not involving the Township of Franklin provided that the Township will sign any necessary consents as may be required by the applicable regulatory agency.

15. In the event that Plaintiff is unable or unwilling to sewer Malaga and start significant construction of sewer infrastructure within 5 years and/or obtain its first Certificate of

Occupancy within 5 years from the date that a definitive settlement agreement is executed, then and in that event, the sewer capacity assigned to the Plaintiff by virtue of the settlement agreement in the amount of 115,000 gallons per day will revert to ownership by the Township of Franklin and will be available for further development of the Meredith Farms redevelopment zone.

16. All affordable units to be constructed on sites 3A and 3B (20% of the total number of lots generated by virtue of the settlement) will be affordable and will comply with all necessary regulations and/or decisional law relative to COAH and its successors including appropriate affordability controls, bedroom distribution and compliance with UHAC regulations and guidelines.

17. The parties will jointly petition the court for an approval of the settlement in accordance with Mt. Laurel procedures and for a “prior round judgment of compliance and repose” approving the rehab and prior cycle components of an amended Housing Element and Fair Share Plan.

18. Each of the Plaintiff’s project sites shall be subject to review and oversight by the Franklin Township Planning and/or Zoning Board as the case may be.

19. Plaintiff shall be responsible for obtaining all outside agency approvals at no cost to the Township of Franklin.

20. All of the aforementioned elements of the settlement are subject to the execution of a definitive settlement agreement after appropriate notice to the public and after the Township and Planning Board consider the comments of the public to be prepared by Special Counsel Jeffrey Surenian, Esquire and Richard Hoff, Esquire, counsel to Plaintiff.

**ADOPTED** at the regular meeting of the Township Committee of the Township of Franklin on Tuesday, April 24, 2012.

ATTEST:

TOWNSHIP OF FRANKLIN

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CAROLYN TOY, CLERK

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JOSEPH PETSCH, MAYOR

**CERTIFICATION**

I, Carolyn Toy, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on April 24, 2012.

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CAROLYN TOY, CLERK

