

**TOWNSHIP OF ROXBURY**

**NOTICE OF FAIRNESS AND PRELIMINARY COMPLIANCE HEARING FOR THE TOWNSHIP OF ROXBURY, COUNTY OF MORRIS, REGARDING A SETTLEMENT AGREEMENT RELATED TO THE TOWNSHIP'S OBLIGATION TO PROVIDE AFFORDABLE HOUSING TO LOW- AND MODERATE-INCOME HOUSEHOLDS**

**DOCKET NO.: MRS-L-1763-15**

**PLEASE TAKE NOTICE** that on Wednesday, June 24, 2020, beginning at 3:00 p.m., there will be a Fairness and Preliminary Compliance Hearing (“Hearing”) before the Honorable Michael C. Gaus, J.S.C in the Matter of the Application of the Township of Roxbury, County of Morris, bearing Docket No. MRS-L-1763-15 (“the Action”) which will be held virtually through the Zoom virtual courtroom platform.

The purpose of the Hearing is for the Court to consider whether the terms of a settlement agreement (“Settlement Agreement”) between the Township of Roxbury (“Township”) and Fair Share Housing Center (“FSHC”) will meet the Township’s obligation to provide a realistic opportunity to satisfy the Township’s rehabilitation, Prior Round, and Third Round “fair share” of the regional need for affordable housing for low- and moderate-income households pursuant the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing (“COAH”), the New Jersey Supreme Court’s March 10, 2015 decision in In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015), and other applicable laws.

The Settlement Agreement fully addresses the existing components of the Township’s affordable housing obligations for the period 1987-2025, including the Township’s Present Need Obligation (or rehabilitation obligation) of 26 units, its Prior Round obligation of 255 housing units, and its Third-Round new construction obligation of 841 units. The proposed Settlement Agreement provides a detailed list of the Township’s total affordable housing obligation and compliance mechanisms demonstrating the Township’s compliance with those affordable housing obligations. The full text of the Settlement Agreement is available for public inspection and/or photocopying (at requestor’s expense) during the hours of 8:30 a.m. to 4:00 p.m. at the Township Clerk’s Office located at, 1715 Route 46, Ledgewood, New Jersey 07852 and is posted on the Township’s website at [www.roxburynj.us](http://www.roxburynj.us)

The purpose of the Hearing is for the Court to consider whether the terms of a settlement agreement (“Settlement Agreement”) between the Township of Roxbury (“Township”) and Fair Share Housing Center (“FSHC”) will meet the Township’s obligation to provide a realistic opportunity to satisfy the Township’s rehabilitation, Prior Round, and Third Round “fair share” of the regional need for affordable housing for low- and moderate-income households pursuant the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing (“COAH”), the New Jersey Supreme Court’s March 10, 2015 decision in In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015), and other applicable laws.

Any interested person may seek to appear and be heard at the June 24,2020 Hearing on the Settlement Agreement which will be held as a virtual Hearing and shall have the opportunity to present any position

on the Settlement Agreement. Those wishing to receive an invitation for virtual access to the Hearing may obtain access information by contacting Robert H. Oostdyk, Jr. at (973) 835-0100 or at the address or e-mail listed below. Objections or comments by any interested person must be filed with the Honorable Michael C. Gaus, J.S.C at the Sussex County Courthouse located at 43-47 High Street, 2<sup>nd</sup> Floor, Newton, NJ 07860 with duplicate copies forwarded by mail and email to the attention of the following:

Robert H. Oostdyk, Jr., Esq.  
Murphy McKeon, P.C.  
51 Route 23 South  
P.O. Box 70  
Riverdale, NJ 07457  
roostdyk@murphymckeonlaw.com

Joshua D. Bauers, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
joshbauers@fairsharehousing.org

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed Settlement Agreement and inform such parties that they are able to comment on the Settlement Agreement before the Court reviews and evaluates whether to approve the Settlement Agreement. This Notice does not indicate any view by the Court as to the fairness, reasonableness, or adequacy of the Settlement Agreement or whether the Court will approve the Settlement Agreement.

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Amy Rhead, Township Clerk  
Township of Roxbury



Peter J. O'Connor, Esq.  
Adam M. Gordon, Esq.  
Laura Smith-Denker, Esq.  
David T. Rammler, Esq.  
Joshua D. Bauers, Esq.  
Bassam F. Gergi, Esq.

March 20, 2020

Robert H. Oostdyk, Jr., Esq.  
Murphy McKeon, P.C.  
51 Route 23 South  
P.O. Box 70  
Riverdale, New Jersey 07457

**Re: In the Matter of the Application of the Township of Roxbury, County of Morris, Docket No. MRS-L-1763-15**

Dear Mr. Oostdyk:

This letter memorializes the terms of an agreement reached between the Township of Roxbury (the Township or "Roxbury"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

### **Background**

Roxbury filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Roxbury hereby agree that Roxbury's affordable housing obligations are as follows:

Rehabilitation Share (per Mercer County decision)	26
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	255
Third Round (1999-2025) Prospective Need (per Mercer County decision)	841

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township will address the 26-unit present need, rehabilitation, obligation through continued partnership with Morris County Community Development Program. The County program provides assistance to owner-occupied units. The Township reserves the right, subject to the review of FSHC and the approval of the Special Master and the Court at the final compliance hearing, to demonstrate that there are not sufficient rental units in the housing stock to support a rental rehabilitation program and to seek a waiver from the rental rehabilitation program requirement.
6. As noted above, the Township has a Prior Round prospective need of 255 units, which is met through the following compliance mechanisms:

**Table 1: Prior Round Compliance**

Site #	Name of site	Type of Affordable Units	Number of units/Bedrooms	Notes
1	Willow Walk - Lakeside Village	Age-restricted	63	Built and occupied in 1996 (63 to Prior Round, 42 to Third Round)
2	216 Drake Lane	Group Home	2	Completed
3	152 Mountain Ave	Group Home	5	Completed
4	River Park Village	Family rental	53	Built and occupied in 1997 (53 to Prior Round; 69 to Third Round)
5	Dellamo	Family Rental	35	Approved in 2001, Occupied 2017
6	Renaissance	Family rental	35	Approved in 2002, Occupied 2017
7	52 Main Street	Family rental	2	Built and Occupied 1989 with 30 year controls
8	54 Main Street	Family rental	2	Built and Occupied 1989 with 30 year controls
9	Buy-down units	family for-sale	6	Units completed 10/31/2001, 1/25/2002, 2/27/2002, 3/14/2002, 4/18/2002, 7/29/2002
		Rental Bonus Credits	63	River Park (53), Dellamo (10)
		<b>Total</b>	<b>266</b>	

7. As noted above, the Township has a Third Round prospective need of 841 units, which is met through the following compliance mechanisms:

**Table 2: Allocation of Existing Units and Credits (either built or under construction)**

Site #	Name of site	Type of AH Units	# of units/BR	Notes
1	Willow Walk - Lakeside Village	Age-restricted	42	Built and occupied in 1996 (63 to Prior Round, 42 to Third Round)
2	Muscarelle/Woodmont	Family rental	46	Approved 2006, under construction, TCO 2019/2020
3	Supportive Housing	Supportive Housing	47	All built/occupied/and deed restricted; complete listing of group home units has been provided to FSHC and more detailed information will be provided in the Fair Share Plan.
4	Willow Walk	Family rental	1	Built and occupied in 1996
5	River Park Villages	Family Rental	69	Built and occupied in 1997 (53 to Prior Round; 69 to Third Round)
6	133 Landing	Family rental	4	Built and occupied in 2009
7	11 Salmon Road	Family for-sale	1	Built and occupied in 2008
8	Roxbury DPW	Family for-sale	12	Under construction
9	Edith Road	Family for-sale	2	Council resolution funding project 2012, Contract for Sale with Habitat for Humanity 2013, construction to commence after DPW site completion
10	Port Morris	Family for-sale	4	Under construction
11	Merry Heart	AR/Assisted Living	8	Existing; built and occupied
12	75 main street	For-sale	2	Approval 2019
13	Seneca Heights	family rental	1	Occupied
		Total Existing Credits	239	
		Prior Round surplus	11	
		Rental Bonus credits	168	Muscarelle (46), River Park Villages (69), Group Homes (47), 133 Landing (4), Willow Walk (1), Seneca Heights (1)
		Total	418	

**Table 3: Proposed 3<sup>rd</sup> Round Compliance**

Site #	Name of Sites	Type of Affordable Unit	Number of units	Notes
1	West Dewey/McArdle	H4H - family for-sale	8	Township owned site; Proposal to work with H4H
2	Porfido	Assisted Living	18	Settlement Agreement
3	Hercules #1	Family for-sale	22	IZ;
4	Blue Vista	Family Rental	92	IZ
5	Southwinds	Family Rental	30	IZ
6	Cabel Property	Redevelopment	25	IZ;
7	Woodmont	Family Rental	14	IZ;
8	Policastro	Family Rental	47	IZ;
9	Kingstown	Family rental	33	IZ; possibly 39 because of a higher set-aside; TWP owned site
10	Salmon Stump	Family for-sale	82	IZ;
11	54 Main St	Rental	2	Extension of Expiring Controls
12	Supportive Housing	Group Homes	8	
13	B-1 & B-1A Business district	Family Rental Existing Zoning	4	Existing Zoning
14	Merry Heart Facility Phase II	Assisted Living	3	Existing Facility
		Total Proposed	388	
		Rental Bonus Credit	43	Kingstown (33), Blue Vista (10)
		Total Proposed Credits	431	
		Total Existing Credits	418	
		Total Third Round Credits	849	

8. The Township agrees to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
  - a. Porfido site – the Township and Porfido/Roseman and Associates, Contract Purchaser, have entered into an agreement for the development of the 10-acre property located at Block 3602 Lots 1 and 9. The agreement provides that a 175 unit assisted living facility will be constructed with 10% (18) of those units set-aside for recipients of Medicaid waivers.
  - b. Hercules – the Township agrees to rezone this 13.75-acre property located at Block 4002 Lot 5 permitting residential at 8 du/a and requiring a 20% set-aside (22) units for affordable housing.
  - c. Blue Vista site – the Township agrees to rezone this 59-acre property located at Block 9202 Lot 1, 2, and 10 permitting residential at 8 du/a and requiring a 20% set-aside (92) units for affordable housing.

- d. Southwinds – the Township agrees to rezone this 14.8-acre property located at Block 9402 Lot 7 permitting residential at 10 du/a and requiring a 20% set-aside of (30) units of affordable housing.
  - e. Woodmont – the Township agrees to rezone this 7.1-acre property located at Block 9603 Lots 3 and 4 permitting residential up to 10 du/a and requiring a 20% set-aside of (14) affordable housing units.
  - f. Policastro site – the Township agrees to rezone this 29.5-acre property located at Block 6802 Lot 9 permitting residential up to 8 du/a and requiring a 20% set-aside of (47) affordable housing units. This site is currently developed with a commercial auto rental and repair facility. Prior to the compliance hearing, the Township shall demonstrate via agreement with the property owner that the existing use on this site will end and that the site will be redeveloped within two years.
  - g. Kingtown – the Township agrees to rezone and sell this property located at Block 9302 Lot 4 to permit residential up to 10 du/a and requiring a 20% set-aside of (33) affordable housing units during the compliance phase. The Township agrees to place the site for sale and actively market the property upon adoption of the zoning ordinance. The Township anticipates negotiating with the contract-purchaser for a higher set-aside than 20%, but under no circumstances shall the set-aside be lower than 20%. The Township agrees that it will ensure this development will be rental housing.
  - h. Salmon Stump site – The Township agrees to rezone this 68-acre property located at Block 8901 Lot 2.02 permitting non-residential uses (to be determined during the compliance period) and residential either in separate or in mixed use, provided that the zoning permits residential up to 8 du/a with a required 20% set-aside of (82) affordable housing units and such zoning creates a realistic opportunity for 82 affordable housing units.
9. The Township also has the following mechanisms to address additional affordable housing need to help satisfy its Third Round obligations:
- a. 54 Main Street – the Township will extend the expiring controls prior to the final compliance hearing in this matter.
  - b. Supportive Housing – the Township will seek additional group home credit for 8 more bedrooms.
  - c. B-1 and B-1-A District – the Township will maintain the existing inclusionary overlay zoning in its business district. The parties recognize that this zoning may not create a realistic opportunity but the credits are surplus over the Third Round number.
  - d. Merry Heart Assisted Living – 3 additional units
10. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:
- a. West Dewey/McArdle – the Township owns approximately 1.35 acres at Block 7101 Lots 25.01, 25.02, 25.03, and 25.04. The Township proposes to work with Habitat for Humanity to develop this property into 8 for-sale duplex style homes.
  - b. Cabel Property – the Township has negotiated with the property owner of this property located at Block 2601 Lot 2. The property is currently developed with a commercial auto services use. The Township shall initially demonstrate during the compliance phase of this litigation that this site is available for development by way of agreement with the property owner.

- c. Edith Road site – the Township has entered into a contract for sale of this site with the Morris County Habitat for Humanity. The Township council has adopted funding for the project in 2012. It is anticipated that the development of this site will begin immediately upon Habitat for Humanity completing construction on the DPW site.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will describe further in their fair share plan how they meet this obligation as to the West Dewey Ave, Edith Road, and Cabel Property sites.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will describe further in their fair share plan how they meet this obligation as to the West Dewey Ave, Edith Road, and Cabel Property sites.

- 11. The Township agrees to require 13% of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The proposed inclusionary zoning sites will require a 13% set aside for very low-income units. In addition, the Townships 47 existing group home units and 3 units in Merry Heart Assisted living meet the very low income requirements. The municipality will comply with those requirements as follows:

<b>Site</b>	<b>Total Affordable Units</b>	<b>Very Low income units (13%)</b>
Porfido	18	2
Hercules #1	22	3
Blue Vista	95	12
Southwinds	30	4
Cabel	25	3
Woodmont	14	2

Policastro	47	6
Kingtown	33	4
Salmon Stump	82	11
Merry Heart Medicaid Beds		3
Existing Group Home units		47*
TOTAL		97*

\* Note only post-2008 group home units count towards the requirement; the exact number of units that actually count will be clarified as part of the Fair Share Plan.

12. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the tables in paragraph 7 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
  
13. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Morris County Chapter of the NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
  - a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
  - b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Borough/Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
  - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough/Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
  - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
15. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

16. As an essential term of this Agreement, within 180 days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's/Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
17. The parties agree that if a decision of a court of competent jurisdiction in Morris County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's/Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
18. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
19. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through

posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

20. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
21. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
22. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner and/or planning consultant, as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
23. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$10,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

24. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
25. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
26. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
27. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
28. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
29. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
30. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
31. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
32. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
33. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

34. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
35. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:** Adam M. Gordon, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: adamgordon@fairsharehousing.org

**TO THE TOWNSHIP:** Robert H. Oostdyk, Jr., Esq.  
Murphy McKeon, P.C.  
51 Route 23 South  
P.O. Box 70  
Riverdale, New Jersey 07457  
Telecopier: (973) 835-1732  
Email: roostdyk@murphymckeonlaw.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:** Amy Rhead, Township Clerk  
1715 Route 46  
Ledgewood, NJ 07852  
Telecopier: (973) 448-2111  
E-mail: rheada@roxburynj.us

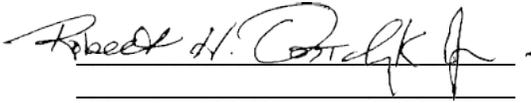
Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

On behalf of the Township of Roxbury, with the authorization  
of the governing body:

A handwritten signature in black ink, appearing to read "Robert H. Costello", written over a horizontal line.

Dated: 03/24/2020

**EXHIBIT A: 2019 INCOME LIMITS**

Prepared by *Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019*

**2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org.

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Scales***	Regional Asset Limit****
<b>Region 1</b>	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602		
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481	2.6%	\$183,994
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801	4.73%	
Passaic and Sussex	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680		
	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013		
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410	2.6%	\$193,321
Essex, Morris, Union and Warren	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506	5.67%	
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904		
	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156		
Hunterdon, Middlesex and Somerset	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925	2.6%	\$225,261
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078	9.64%	
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847		
<b>Region 4</b>	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082		
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865	2.6%	\$193,919
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041	3.91%	
Monmouth and Ocean	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825		
	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932		
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146	2.6%	\$166,981
Camden and Gloucester	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466	3.09%	
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680		
	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289		
<b>Region 6</b>	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031	2.6%	\$143,713
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644	5.15%	
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387		

*Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.*

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\*This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(C). In no case can rent for any particular apartment be increased more than one time per year.

\*\*\* This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

\*\*\*\* The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.