

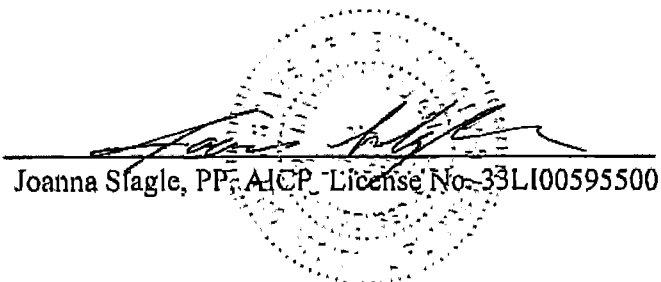
ROXBURY TOWNSHIP
MORRIS COUNTY

4TH ROUND
HOUSING PLAN ELEMENT
&
FAIR SHARE PLAN

June 18, 2025

Roxbury Township Planning Board
Planning Board Adopted:
Township Council Endorsed:

In Consultation with Banisch Associates, Inc.



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HOUSING ELEMENT AND FAIR SHARE PLAN 2025
TOWNSHIP OF ROXBURY

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EXECUTIVE SUMMARY

Roxbury Township has historically fulfilled its affordable housing obligations using a diverse range of compliance mechanisms. These include supportive and special needs housing, age-restricted units, assisted living facilities, as well as family rental and for-sale homes. This approach addresses a broad spectrum of community needs and promotes the integration of affordable housing throughout the Township. Moving forward, Roxbury remains committed to using these strategies to create meaningful, accessible housing opportunities for low- and moderate-income households within the region and the state.

Roxbury amended its Third Round Housing Plan Element and Fair Share Plan, demonstrating its ongoing effort to meet affordable housing obligations in New Jersey. After receiving Second Round certification in 1997, the Township adopted a Third Round plan in 2005. Legal challenges to COAH's rules in 2007 and 2008 led to regulatory changes, prompting Roxbury to revise its plan and gain Substantive Certification in 2009.

As COAH failed to implement further required rules, the New Jersey Supreme Court transferred oversight of municipal compliance to the courts in 2015. Roxbury filed a court action and reached a settlement with the Fair Share Housing Center in 2020, amended in 2022, resolving its Third Round obligations.

In 2024, New Jersey formally abolished COAH and created the Affordable Housing Dispute Resolution Program. The state also issued updated municipal housing obligations, requiring municipalities to adopt new housing plans by June 30, 2025. Roxbury's fourth round plan addresses these changes and outlines its strategy to meet current and future affordable housing requirements.

Mount Laurel Compliance

Roxbury Township's history of voluntary compliance with its Mount Laurel obligations through the COAH process is summarized below:

- Roxbury Township received Second Round substantive certification from COAH for its 1987-1999 affordable housing obligations on November 1997, and extended second round certification in March 2005;
- Roxbury Township twice petitioned COAH for Third Round substantive certification in November 2005 and repetitioned COAH for Third Round substantive certification in December 2008. Roxbury received substantive certification on July 24, 2009.
- Under the supervision of the Court and with the assistance of Court Master, Brian Slaugh, PP/AICP, Roxbury Township and FSHC agreed on affordable housing mechanisms and strategies to fully satisfy the Township's Third Round affordable housing obligations in the Settlement Agreement dated March 20, 2020 and amended May 24, 2022. With a final judgment of compliance and repose issued on September 7, 2022 with the Court accepting the Township's Third Round HPE/FSP and responds to the FHA mandate for

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each municipality in New Jersey to create a realistic opportunity to address its affordable housing obligations.

Statutory Affordable Housing Requirements

This Housing Plan Element has been prepared in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-28b(3)) and the Fair Housing Act, as amended, (N.J.S.A. 52:27D-310), to address the Township's cumulative housing obligation. N.J.S.A. 52:27D-310 outlines the mandatory requirements for a Housing Plan Element.

The Municipal Land Use Law at N.J.S.A. 40:55D-28.b(3), identifies the following requirements for a Housing Plan Element:

(3) A housing plan element pursuant to section 10 of P.L.1985, c.222 (C.52:27D-310), including, but not limited to, residential standards and proposals for the construction and improvement of housing;

The Content of a Housing Element as outlined at prior regulations found at subsection *(a) of N.J.A.C. 5:97-2.3*, required that a Housing Element submitted to the Council should include the minimum requirements prescribed by N.J.S.A 52:27D-310 which provides that

“a municipal housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

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- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);
- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

PRESENT NEED OBLIGATION

The Township has a 59-unit present need, rehabilitation obligation, which will be addressed through a continued partnership with Morris County Community Development Program (see Appendix A). The County program assists owner-occupied units, but the program does not comply with the requirement that rehabilitation programs be available to renter occupied households (N.J.A.C. 5:97-6.2(b)6). Roxbury Township requests a waiver of the rental component based on the significantly lower number of renter-occupied units compared to owner-occupied units in the Township. The settlement agreement allows the Township to seek a waiver from the rental rehabilitation program should it be demonstrated that there are not sufficient rental units to support a rental rehabilitation program.

As noted in the Housing Element portion of the Plan, the Township's rental stock is associated with large rental development projects which were constructed in the late 1990's and 2000's. The majority (80%) of the housing stock is single-family detached dwellings with a median year of 1971. Owner-occupied units make up 84% of the Township's unit tenure. The remaining 16% of rentals are found primarily in the new inclusionary rental developments, with 53% of the rental being built after 1980. The larger inclusionary and 100% affordable rental projects in the

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Township were constructed after the mid-1990's including Willow Walk/Lakeside Village, River Park Village, Dellamo, Renaissance, and Muscarelle/Woodmont Parc. The Township also has a very low percentage of rental units with inadequate plumbing or kitchen facilities. Therefore, the Township submits that there are not enough rental units outside of the large inclusionary rental developments to support a rental rehabilitation program and to seek a waiver from the rental rehabilitation program requirement. The Township has demonstrated a strong partnership with the County program.

SECOND ROUND OBLIGATION

Roxbury has satisfied the prior round obligation of 255 units and has 11 units that may be carried over to the 3rd Round as outlined in Table 1 and depicted on Figure 1.

Table 1: Allocation of Units and Credits to Address Prior Round Obligation of 255 Units

Project	Type of unit	Number units / bedrooms
216 Drake Lane	Group home	2
152 Mountain Ave.	Group home	5
Willow Walk Lakeside Village*	Age-restricted rental	63
River Park Village**	Family rental	53
Dellamo	Family rental	35
Renaissance	Family rental	35
52 Main St.	Family rental	2
54 Main St.	Family rental	2
Buy down units***	For-sale	6
Rental bonus credits		63
Total		266
Surplus to the 3rd Round		11

* Willow Walk Lakeside 63 age restricted units applied to prior round; 42 Age restricted units applied to 3rd Round

**River Park Villages 53 units applied to Prior Round; 69 units applied to 3rd round for a total of 122 units.

*** Buy Down units completed: 10/31/2001; 1/25/2002; 2/27/2002; 3/14/2002; 4/18/2002; 7/29/2002

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THIRD ROUND OBLIGATION AND COMPLIANCE

Roxbury had a third-round prospective obligation of 841 units. The Township continues to create affordable housing through a variety of mechanisms in order to provide housing opportunities to meet the need for diverse housing options. These mechanisms include inclusionary zoning, group homes, age restricted, and partnerships with non-profit organizations such as Habitat for Humanity for for-sale family units. To date, Roxbury has already satisfied 488 credits (58%) of the 841-unit obligation for the third round, resulting in a need of 353 units new units. Table 2 provides a summary of the third-round credits.

Table 2: Summary of Third Round Credits

Obligation	Units
Prospective Need	841
Existing Credits	488
Proposed Credits	354
TOTAL CREDITS	848
Surplus	+7

Existing Credits for Third Round

Table 3 and Figure 1 identify the existing affordable housing units in the Township, as approved in the May 24, 2022, settlement agreement with Fair Share Housing Center (Appendix B). The crediting information for all of the existing units has been approved through the Township's Judgement of Repose (Appendix C).

Table 3: Allocation of Existing Units and Credits to Address Third Round Obligation

Project Name	Type of Affordable Unit	Number of units	Bonus Credits
Willow Walk-Lakeside Village	Age-restricted	42	13
Merry Heart Assisted Living Facility	Age-restricted/Assisted living	8	2
Supportive and Special Needs Housing	Support/special needs	47	47
Muscarelle/Woodmont Parc	Family rental	46	46
Willow Walk-Lakeside Village	Family rental	1	1
River Park Villages	Family rental	69	69
133 Landing Road	Family rental	4	4
Seneca Heights	Family rental	1	1
11 Salmon Road	For-Sale	1	1
Roxbury DPW site	For-Sale	12	12
Edith Road	For-Sale	2	2
Port Morris Fire House	For-Sale	4	4
75 Main Street	For-Sale	2	2
Porfido Assisted Living Facility – Approved Site Plan	Age Restricted	18	4
Merry Heart Assisted Living St. Therese, Commerce Blvd	Assisted Living	10	0
Total Existing Units		267	210 (cap 25%)
2 nd Round Surplus		11	
Bonus Credits		210	
TOTAL CREDITS		488	

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Third Round Mechanisms to be Constructed

Table 4 identifies the mechanisms that will address the remaining 353-unit obligation for the third round, with one surplus unit to the fourth round.

Table 4: Mechanisms to Address Remaining Third Round Obligation
(Approved in Settlement Agreement or Preliminarily agreed to by FSHC)

Name	Mechanism	Affordable Units
West Dewey/McArdle	For Sale; 100% Affordable Habitat for Humanity	4
Hercules #1 (Hercules Road)	Inclusionary Zoning	22
Blue Vista	Inclusionary Zoning	36
Southwinds	Inclusionary Zoning	13
Cabel prop	Mixed-Use redevelopment	11
Woodmont	Inclusionary Zoning	14
PolICASTRO	Inclusionary Zoning	51
Kingtown	For Sale. Inclusionary Zoning with Habitat for Humanity	50
Hercules #2 (Howard Blvd)	Inclusionary Zoning	39
11 Cheyenne, LLC	Inclusionary Zoning	23
Merry Heart Assisted Living Facility Phase II – Route 46	Assisted Living	3
Supportive and Special Needs	Supportive and Special Needs	8
Block 2702, Lot 1 Mittlestadt/Lake Silver Spring. Site plan and Variance Approval at ZBA	Family Rental	4
Block 5001, Lot 1; 225 Righter Rd (New Site)*	Family Rental	5
Block 6601, Lot 33.01, Scott Fullerton/Roxbury Garden Center Property (5 Howard Blvd)*	Family Rental	21
Block 10901, Lot 4 – 129 Center St (New site)*	Family Rental	28
Block 2701, Lot 2 and Block 2702, Lot 19.01 – Halsey Street (New Site)*	Family Rental	5
Polo (Block 9401, Lots 5, 11, 12) New Habitat for Humanity Project (New Site)*	Family For-Sale Habitat for Humanity	23
TOTAL CREDIT		360

**Preliminarily reviewed and agreed to by FSHC and Court Master as part of Round 3 inclusion site shortfall*

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Site Suitability Analysis for Proposed Replacement Properties

The majority of the mechanisms approved during the Third Round relied heavily on inclusionary zoning developments. Since the approval of the settlement agreement, several properties have undergone further evaluation by both property owners and the Township. As a result of updated NJDEP regulations that expanded wetland transition buffers, some of these sites can no longer support the originally proposed housing densities.

To address the resulting shortfall in affordable housing units, the Township identified and evaluated potential replacement sites. These efforts were undertaken in consultation with Court Master Brian Slaugh, PP, and representatives from Fair Share Housing Center (FSHC). A wide range of properties throughout Roxbury were considered, with a focus on identifying locations that could not only meet the necessary development potential, given environmental constraints, but also offer benefits to future residents. The Township prioritized sites that aligned with the surrounding land uses, had available infrastructure and transportation access, were near essential services, and contributed to a diverse and geographically distributed housing stock.

Given the timing, at the close of the Third Round and the beginning of the Fourth Round, it was mutually agreed by all parties to include the new sites addressing the shortfall in the Fourth Round Housing Plan.

A site suitability analysis was conducted for each site in accordance with suitability criteria which states:

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;
2. The site is adjacent to compatible land uses and has access to appropriate streets;
3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and
4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

Site #1 225 Righter Road (Block 5001, Lot 1)

This site consists of 3.05 acres and is located at the intersection of Righter Road and Commerce Boulevard. The property is within the Ajax sewer service area, with water service provided by NJ American Water. The property is adjacent to the Meadows at Roxbury residential townhouse and condominium development and near Roxbury Mall and the Ledgewood Mall. The Township will rezone the property for townhouses and rental units consisting of 25 units, of which 5 units, 20%, will be affordable (Appendix D). The site is free of encumbrances and, as shown on the concept plan (Figure 2) can be developed consistent with Residential Site Improvement Standards.

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Site #2 Roxbury Garden Center (Block 6601, Lot 33.01)

The Roxbury Garden Center consists of 10.6 acres, located on Howard Boulevard near Mount Arlington Road (Figure 3). The lot is currently developed for commercial use to the south and is undeveloped in the northern area. The site is adjacent to several retail areas to the west and south, with single-family uses located along Mount Arlington Road. The owner seeks to rezone the property for multifamily residential development at 10 units per acre with a 20% set-aside, yielding 21 affordable units (Appendix E). The site is free of encumbrances and can be developed consistent with Residential Site Improvement Standards.

Site #3 129 Center Street (Block 10901, Lot 4)

This site is 13.9 acres and is located on Center Street near Lakeside Boulevard (Figure 4). The site is currently disturbed by prior commercial activity. The Landing Shopping Center is adjacent to the property to the east, and the Willows at Roxbury/River Park Village is located to the north. The site is in the Musconetcong sewer service area with water supplied by the Roxbury Water Department. The owner seeks rezoning of the property for multifamily residential use at 10 units per acre, which would provide 28 affordable housing units (Appendix F). The site is free of encumbrances and can be developed consistently with RSIS.

Site #4 Halsey Street (Block 2701, Lot 2 and Block 2702, Lot 19.01)

This site consists of 2.7 acres and is located near the intersection with Railroad Avenue. Residential uses are located to the south, and a commercial area to the west (Figure 5). The site is in the Ajax sewer service area and is serviced by Roxbury Water Department. The site is to be rezoned to permit 25 multifamily units which would include 5 affordable housing units (Appendix G). The site is free of encumbrances and can be developed consistent with the Residential Site Improvement Standards.

Site #5 Polo/Habitat for Humanity (Block 9401, Lots 5, 11, 12)

This site is located on McMullen Street at the intersection of Lakeshore Drive and Route 183 (Figure 6). The combined properties total 1.42 acres and are in the Musconetcong sewer service area and serviced by NJ American Water. Habitat for Humanity proposes to develop three, three-story, 21-unit development which would be deed restricted for affordable housing (Appendix H). The site will be rezoned to fit the needs of the project and will be developed using RSIS standards. The site is free of encumbrances and is primarily surrounded by residential uses.

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Third Round Compliance Mechanism

The Township has satisfied the third-round compliance components in the following manner (Table 5).

Table 5: Third Round Compliance Mechanisms

Project	Existing /Proposed Credits	Total
Group home	47/8	55
Age-restricted rental	78/3	81
Family rental	121/272	393
For-sale	21/77	98
Second Round Surplus	11	11
Rental Bonus Credits	210	210
Total		848
Mechanism Requirements	Required/Permitted	Provided
Min total Family (50% of Obligation)	420	491
Min. Very Low Income (*13% of Units Approved after 7/1/2008)	51*	113 (66 Proposed + 47 Group Home)
Min Very Low Family (50% of total VL)	25	45
Maximum Age-Restricted (25% of Obligation)	211	81
Minimum Family Rental (50% of rental Obligation)	211	393
Maximum Bonus (25% of total 3rd round obligation)	210	210

FOURTH ROUND AFFORDABLE HOUSING PLAN

Highlands Regional Master Plan and Plan Conformance

Roxbury Township is situated in the central area of New Jersey's Highlands Region, an area recognized for its critical environmental resources, historic communities, and planning significance. The Township includes land in both the Highlands Preservation Area and the Highlands Planning Area (Figure 7), with approximately 69% (9,719 acres) of the Township located in the Planning Area and 31% (4,301 acres) in the Preservation Area.

On May 16, 2013, Roxbury Township received Plan Conformance approval from the Highlands Council for the Preservation Area. This approval signified the Township's commitment to the protection and management of sensitive environmental resources within its northeastern and central western areas, in accordance with the Highlands Regional Master Plan (RMP).

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Roxbury is currently in the process of seeking Plan Conformance for its remaining lands in the Planning Area (Appendix I). These areas include the Township's more developed regions, its established residential neighborhoods, historic districts, and primary commercial corridors. The Township's approach to planning in these areas reflects its longstanding commitment to fostering economic vitality, protecting environmental assets, and preserving community character.

Roxbury's planning policies and initiatives have historically emphasized the revitalization of commercial centers, the enhancement of neighborhood livability, and the stewardship of open space and natural resources. These local efforts have consistently aligned with broader regional and state objectives articulated in both the Highlands Regional Master Plan and the New Jersey State Development and Redevelopment Plan.

By pursuing Plan Conformance for the Planning Area, Roxbury Township seeks to formalize and strengthen this alignment. Conformance will enable the Township to integrate Highlands RMP guidance into local planning efforts in a manner that respects community identity while advancing diverse, affordable housing opportunities in existing communities, promoting sustainability, resiliency, and smart growth.

Highlands Build-Out and Realistic Development Potential Analysis

Over the past decade, the Township's development patterns have reflected modest and measured growth, shaped significantly by market conditions and regulatory constraints tied to the remaining developable land. Residential development activity has remained minimal, with the notable exception of the Woodmont Parc project, an inclusionary multi-family development completed in 2018. This project temporarily accelerated the pace of housing growth but has not been indicative of a sustained trend. Outside of this singular development, the Township has issued an average of approximately nine residential building permits per year, underscoring the generally low rate of new housing construction.

Several factors have contributed to this slow residential growth. Chief among them are environmental constraints and the limited infrastructure capacity across the remaining land base in the Township. Much of the undeveloped land is subject to NJDEP regulations that restrict development, particularly in environmentally sensitive areas. According to N.J.A.C. 5:93-4.2 and the Fair Housing Act (N.J.S.A. 52:27D-310.1(g)), development is restricted on lands designated as environmentally sensitive by any relevant agency. This includes properties within the Highlands Preservation Area, as well as lands in the Highlands Planning Area located within municipalities that conform to the Highlands Regional Master Plan, as enforced by the Highlands Water Protection and Planning Council.

To better understand future residential potential, the Highlands Council conducted a build-out analysis of the remaining vacant properties. This analysis, which incorporates the land constraints and developability standards outlined in the Highlands Regional Master Plan (Figure 8), estimates that approximately 38 new housing units could be constructed on vacant unconstrained lands within the Planning Area. Of these, 8 units would be designated as affordable housing.

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This build-out projection aligns closely with Roxbury’s historic development pace, suggesting that while opportunities for targeted or infill development remain, the Township is unlikely to experience substantial residential expansion within the Highlands Planning Area. Growth will continue to be shaped by both the physical limitations of the land and the regulatory frameworks intended to preserve the region’s environmental integrity.

The second step in determining the Highlands municipal adjustment, 52:27D-310.h, states:

“shall include consideration of the municipality’s most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan.”

The Township has identified two potential redevelopment sites listed in Table 6. The redevelopment of these sites results in an RDP of 9.

The amended FHA provides specific provisions for municipalities that receive an adjustment, which states (52:27D-310.1):

“Any municipality that receives an adjustment of its prospective need obligations for the fourth round or subsequent rounds based on a lack of vacant land shall, as part of the process of adopting and implementing its housing element and fair share plan, identify sufficient parcels likely to redevelop during the current round of obligations to address at least 25 percent of the prospective need obligation that has been adjusted and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.”

Table 6: Fourth Round Mechanisms to Address Affordable Housing

Name	Mechanism	Affordable Units
1140 US-46 Roxbury Motel, Block 6501, Lot 17	Redevelopment Multi-Family Rental Inclusionary Development	3
Kenvil Hotel, 701 Route 46, Block 4002, Lots 14, 15, and 17	Townhouse with Rental for Affordable (Rezone)	6
270 Mount Arlington Blvd, Block 12002, Lot 4 – Habitat for Humanity	For-Sale 1 + 1 Bonus credit Non-profit	2
WNJ Realty, LLC, 725 Route 46, Block 4002, Lot 21	Rental 1 + .5 bonus credit Commercial to Residential	1.5
	Total	12.5
	Third Round Surplus	7
	TOTAL CREDIT	19.5

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Site Suitability Analysis for Proposed 4th Round Properties

The proposed mechanisms for the Fourth Round primarily rely on infill development and redevelopment opportunities. As in the Third Round, the Township evaluated properties not only for their ability to contribute toward meeting the affordable housing obligation but also for their potential to provide meaningful benefits to future residents.

This evaluation considered the surrounding land uses, infrastructure, and transportation availability, proximity to essential services, and the opportunity to promote a diverse and well-distributed housing stock throughout the Township.

To ensure each site's appropriateness, a detailed site suitability analysis was conducted for each location, as outlined below:

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;
2. The site is adjacent to compatible land uses and has access to appropriate streets;
3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and
4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

701 Route 46, Kenvil Hotel (Block 4002, Lot 14, 15, and 17)

This site consists of 4.032 acres and is located at the intersection of Berkshire Valley Road and is currently developed with the Kenvil Hotel (Figure 9). The property is within the Ajax sewer service area, with water service provided by the Roxbury Township Water Department. The property is adjacent to residential uses and small retail services. The owner seeks to develop the property into townhouses and rental units. The Township will be rezoned to permit townhouse and rental units at a density of 8 units per acre with a 20% setback, which would yield six (6) affordable units (Appendix J). The site is free of encumbrances and can be developed consistent with Residential Site Improvement Standards.

1140 US-46, Roxbury Motel (Block 6601, Lot 33.01)

The Roxbury Motel consists of 1.65 acres, located on Route 46 and Route 10 (Figure 10). The lot is currently developed with an underutilized commercial use suitable for designation as an Area in Need of Development. The Township will prepare a Preliminary Investigation Report (Appendix K) and a redevelopment plan for the site consisting of multifamily residential uses at eight (8) units per acre with a 20% setback, which will yield 3 affordable housing units. The site is adjacent to several retail areas to the north and east and residential uses to the south and west. The site is free of encumbrances and can be developed consistent with Residential Site Improvement Standards.

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270 Mount Arlington Boulevard, Block 12002, Lot 4 – Habitat for Humanity

This site is located on Mount Arlington Boulevard, near the intersection with Benson Place (Figure 11). The property is .17 acres and are in the Musconetcong sewer service area and serviced by Roxbury Water Department. Habitat for Humanity proposes to develop a single-family dwelling that would be deed-restricted for affordable housing (Appendix L). The site is located within an existing residential neighborhood and across from the Nixon Elementary School. The site can be developed using RSIS standards and is free of encumbrances.

725 Route 46 (Block 4002, Lot 21)

The site received use variance approval to construct 8 apartments, of which one will be deed-restricted for affordable housing, with a payment in lieu of the remaining fractional unit (.6) (Figure 12). The property will convert an abandoned commercial use into residential use, qualifying it for a 1:5 bonus credit.

Fourth Round Unmet Need

The Township's fourth round affordable housing obligation is 499 units, with 12.5 units addressing the Realistic Development Potential (RDP) and a remaining unmet need of 486.5 units. The unmet need will be addressed as opportunities arise through land availability, redevelopment, or other feasible means for creating affordable housing. To support this effort, the Township will require a mandatory set-aside ordinance requiring a 20% affordable housing set-aside for any redevelopment, residential, or mixed-use developments to facilitate the production of affordable housing units.

Redevelopment Sites

The Township supports redevelopment efforts aimed at revitalizing existing communities and enhancing economic vitality. Areas identified for redevelopment are often ideally located near retail centers, essential services, and transportation infrastructure, making them well-suited for residential use. Outside the locations listed in Table 6, the Township is not aware of any other areas likely to undergo redevelopment at this time. The Township will continue to evaluate potential redevelopment sites for opportunities to include affordable housing and will require a 20% affordable housing set-aside.

Mandatory Set-aside Ordinance

The Township will amend and update the existing affordable housing ordinance which includes a mandatory set-aside for use variance, rezoning, or redevelopment, and require a 20% affordable housing set-aside for any residential development with 5 or more units (Appendix M). Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. All affordable units shall be restricted, regulated and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act

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(N.J.S.A. 52:27D-301 et seq.). This shall include but is not limited to income distribution, bedroom distribution, and phasing.

Fourth Round Affordable Housing Requirements

The amended Fair Housing Act includes the following affordable housing requirements (all exclusive of any bonus credits):

Table 7: Fourth Round Compliance Requirements

Project	Required	Proposed Credits
Family Units (50%)	250	10
Rental Units (25%)	125	9
Family with children rental (25% of rental)	63	9
Very Low-Income Units (13% minimum)	33	1
Low Income Units (50% Minimum)	250	5
Age restricted Cap (30%)	150	0
Bonus Credits (25% cap)	125	1.5

FUNDING

The Township has prepared a spending plan in conformance with N.J.S.A. 52:27D-329.2 and - 329.3 (Appendix N) outlining the expenditures of funds for affordable housing. In addition, the Township has provided an Intent to Bond (Appendix O) in the event of a shortfall for the fourth-round compliance period. The Township has an existing Development Fee Ordinance (Appendix P) in conformance with the settlement agreement.

All affordable housing units will meet the required bedroom distribution, controls on affordability, and be affirmatively marketed in conformance with the Uniform Housing Affordability Controls, UHAC (N.J.A.C. 5:80-26.1) as shown through the adoption of an Affordable Housing ordinance (Appendix M). Roxbury has appointed an Administrative Agent and Affordable housing Liaison, provided in Appendix Q. The Township's affordable housing program will be administered in accordance with the Affirmative Marketing Plan provided in Appendix R.

RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN

Roxbury Township includes diverse development patterns and environmental sensitivities, resulting in the designation of multiple Planning Areas under the New Jersey State Development and Redevelopment Plan. The most urbanized and infrastructure-rich portions of the Township, including Succasunna and much of the Route 10 and Route 46 corridors, are designated as Planning Area 1, Metropolitan Planning Area, where the focus is on redevelopment, infrastructure investment, and compact growth. The communities of Landing and Port Morris,

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along with the Howard Boulevard corridor and the western portion of the Hercules Tract, fall within Planning Area 2, Suburban Planning Area, which supports moderate growth and the enhancement of existing suburban neighborhoods. In contrast, Planning Area 5, Environmentally Sensitive Planning Area, includes the eastern Hercules Tract, areas east of Mine Hill, Route 206 corridor, and lands along Emmans Road. These areas are characterized by significant environmental features where development is limited to protect natural resources.

Roxbury's affordable housing plan complements these designations by aligning with the goals of the 2001 State Development and Redevelopment Plan and its forthcoming update. The Township emphasizes the provision of affordable housing within already developed communities through infill and redevelopment strategies. This approach not only supports creating affordable housing within existing communities but also supports smart growth principles by directing development away from environmentally sensitive areas. In doing so, Roxbury fosters sustainable growth while maintaining the character and ecological integrity of its less developed areas.

MULTIGENERATIONAL FAMILY HOUSING

The amended Fair Housing Act requires:

“An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);”

The duties of the Commission are to prepare and adopt recommendations on how governments, community groups, and private entities can advance the goal of enabling senior citizens to reside with their extended families. The Township ordinances do not impede the Commission's goals for seniors to live with extended family members. The definition of a household states, “*shall mean a family living together in a single dwelling unit with common access and common use of all living and eating areas and all areas and facilities for the storage and preparation of food in a dwelling unit.*” Dwelling units in the Township are intended as living facilities for a family. Therefore, the Township's ordinance does not inhibit the ability of seniors to reside with extended family members.

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HOUSING ELEMENT PLAN

Inventory of Municipal Housing Conditions

The primary source of information for the inventory of the Township's housing stock is the 2023 American Community Survey (ACS) 5-year estimates, which the Census now utilizes for demographic and housing data reporting.

According to the 2023 Census, the Township had 8,575 housing units, of which 8,232 (96%) were occupied. Table A1 identifies the units in a structure by tenure; as used throughout this Plan Element, "tenure" refers to whether a unit is owner-occupied or renter-occupied. While the Township largely consisted of one-family, detached dwellings (81% of the total, compared to 65% in the County), there were 1,592 units in attached or multi-family structures. The Township had a relatively low percentage of renter-occupied units, 14%, compared to 26% in Morris County and 36.3% in the State. The Township's housing stock indicates a stable residential community with limited rental options.

Table A1: Units in Structure by Tenure

Units in Structure	Total Units	Vacant Units	Occupied Units		
			Total	Owner	Renter
1, detached	6,983	282	6,701	6,413	288
1, attached	336	31	305	141	164
2	156	8	148	34	114
3 or 4	160	0	160	42	118
5+	928	22	906	456	450
Other	12	0	12	0	12
Mobile Home	0	0	0	0	0
Total	8,575	343	8,232	7,086	1,146

Source: 2023 ACS 5-year estimates B25032 and B25024

Table A2 indicates the year housing units were built by tenure, while Table A3 compares the Township to Morris County and the State. The majority of housing in Roxbury Township was built between 1960 and 1989, with 47.9% of the total housing stock dating from this period. The most significant concentration of homes was constructed between 1970 and 1979 (18.2%), followed by 1960 to 1969 (16.8%) and 1980 to 1989 (12.9%). These figures suggest that much of the township's housing stock is aging and may require modernization or renovations. Recent construction is minimal, with just 30 units (0.3%) built in 2020 or later and 148 units (1.7%) from 2010 to 2019. This indicates a slow rate of new housing development.

The vacancy rate is relatively low at 4.0% (343 vacant units out of 8,575 total), suggesting high housing demand. However, vacancies are more pronounced in older housing stock, particularly

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homes built between 1970 and 1989, which may indicate aging structures needing rehabilitation or conversion to meet modern housing needs.

In terms of tenure, homeownership is dominant, with 7,086 owner-occupied units (86.1%) compared to 1,146 renter-occupied units (13.9%). Rental housing is most prevalent in older structures, particularly pre-1940 buildings (257 renter-occupied units) and 1980-1989 units (255 renter-occupied units). This suggests that many rental opportunities exist in aging homes, which may present challenges related to affordability, maintenance, and housing quality. The presence of older housing stock is one of the factors that correlates highly with filtering. Filtering is a downward adjustment of housing needs that recognizes that the housing requirements of lower-income groups can be served by supply additions to the higher-income sections of the housing market.

Table A2: Year Structure Built by Tenure

Year Built	Total Units	% of Total	Vacant Units	Occupied Units		
				Total	Owner	Renter
2020 or later	30	0.3%	0	30	7	23
2010 - 2019	148	1.7%	0	148	70	78
2000 - 2009	669	7.8%	58	611	585	26
1990 - 1999	996	11.6%	0	996	773	223
1980 - 1989	1,107	12.9%	67	1,040	785	255
1970 - 1979	1,558	18.2%	72	1,486	1,403	83
1960 - 1969	1,438	16.8%	69	1,369	1,292	77
1950 - 1959	1,098	12.8%	43	1,055	975	80
1940 - 1949	553	6.4%	6	547	503	44
Pre-1940	978	11.4%	28	950	693	257
Total	8,575		343	8,232	7,086	1,146

Source: 2023 ACS 5-year estimates DP-04 and B25036

Table A3 compares the year of construction for all dwelling units in the Township to Morris County and the State. Roxbury housing generally aligns with the county's trend, both seeing higher post 1960 development than the state.

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Table A3: Comparison of Year of Construction for Township, County, and State

Year Built	%		
	Roxbury Township	Morris County	New Jersey
2020 or later	0.3%	0.6%	2%
2010 - 2019	1.7%	4.8%	6%
2000 – 2009	7.8%	7.6%	9%
1990 – 1999	11.6%	11.5%	8%
1980 – 1989	12.9%	13.0%	12%
1970 – 1979	18.2%	13.9%	12%
1960 – 1969	16.8%	15.7%	13%
1950 - 1959	12.8%	14.9%	13%
1940 – 1949	6.4%	6.1%	6%
Pre-1940	11.4%	12.0%	18%
Median Year	1971	1971	1970

Source: 2023 ACS 5-year estimates B25034 and B25035

The 2023 Census documented household size in occupied housing units by tenure, and the number of bedrooms per unit by tenure; these data are reported in Tables A4 and A5, respectively. Table A4 indicates that renter-occupied units are mostly (52%) one and two-person households, with 49% of owner-occupied units having fewer than two persons.

Table A4: Household Size in Occupied Housing Units by Tenure

Household Size	Total Units	Owner-occupied Units	Renter-occupied Units
1 person	1,406	1,061	345
2 persons	2,732	2,476	256
3 persons	1,979	1,740	239
4 persons	1,381	1,218	163
5 persons	513	453	60
6 persons	100	68	32
7+ persons	121	70	51
Total	8,232	7,086	1,146

Source: 2023 ACS 5-year estimates B25009

The distribution of housing units by bedroom count indicates that the majority of homes in the area are larger, family-sized units, with three-bedroom and four-bedroom homes making up the bulk of the housing stock. Four-bedroom units are the most common, comprising 40.4% (3,462 units) of the total, followed by three-bedroom units at 33.5% (2,873 units). Meanwhile, smaller units are

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relatively limited, with one-bedroom homes accounting for only 4.6% (394 units) and two-bedroom units at 14.3% (1,224 units).

Regarding tenure, homeownership is the dominant form of occupancy, particularly among three-bedroom, four-bedroom, and five-bedroom homes, which are almost exclusively owner-occupied. Four-bedroom units have 3,260 owner-occupied homes versus only 79 renter-occupied homes. In contrast, rental housing is more concentrated among smaller units, with one-bedroom (196 renter-occupied) and two-bedroom (475 renter-occupied) homes making up most of the rental stock.

Table A5: Number of Bedrooms per Unit by Tenure

Number of Bedrooms	Total Units	(%)	Occupied Units		
			Total	Owner	Renter
No bedroom	83	1.0%	61	13	48
1 bedroom	394	4.6%	394	198	196
2 bedrooms	1,224	14.3%	1,174	699	475
3 bedrooms	2,873	33.5%	2,763	2,443	320
4 bedrooms	3,462	40.4%	3,339	3,260	79
5+ bedrooms	539	6.3%	501	473	28

Source: 2023 ACS 5-year estimates DP-04 and B25042

Table A6 compares the Township's average household size for all occupied units, owner-occupied units, and renter-occupied units in 2023 to those of the County and State. The Township's average household size for all units was higher than the State and County.

Table A6: Average Household Size for Occupied Units for Township, County, and State

Jurisdiction	All Occupied Units	Owner-occupied units	Renter-occupied units
Roxbury Township	2.78	2.80	2.66
Morris County	2.61	2.79	2.10
New Jersey	2.58	2.72	2.32

Source: 2023 ACS 5-year estimates B25010

The distribution of number of bedrooms per unit is shown in Table A7. The Township had fewer units with zero (0) to three (0) bedroom units and a higher percentage of four or more-bedroom units than the State.

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Table A7: Percentage of All Units by Number of Bedrooms

Jurisdiction	None or one	Two or Three	Four or More
Roxbury Township	6%	48%	47%
Morris County	15%	48%	37%
New Jersey	18%	57%	26%

Source: 2023 ACS 5-year estimates DP-04

In addition to data concerning occupancy characteristics, the 2023 Census includes a number of indicators, or surrogates, which relate to the condition of the housing stock. These indicators are used in calculating a municipality's deteriorated units and indigenous need. The surrogates used to identify housing quality, in addition to age (Pre-1940 units in Table A2), are the following

Persons per Room	1.01 or more persons per room is an index of overcrowding.
Plumbing Facilities	Inadequate plumbing is indicated by either a lack of exclusive use of plumbing or incomplete plumbing facilities.
Kitchen Facilities	Inadequate kitchen facilities are indicated by shared use of a kitchen or the non-presence of a sink with piped water, a stove, or a refrigerator.

Table A8 compares the Township, County, and State for some of the above indicators of housing quality. The Township has fewer units that are overcrowded, or have inadequate plumbing or kitchen facilities than the county or state. These indicators suggest relatively high housing quality in the Township.

Table A8: Housing Quality for Township, County, and State

Condition	%		
	Roxbury Township	Morris County	New Jersey
Overcrowding ¹	.6%	1.7%	4%
Lacking Complete plumbing Facilities ²	.2%	.4%	.3%
Lacking Complete Kitchen Facilities ²	.4%	.8%	.8%

Notes: ¹The universe for these factors is occupied housing units.

²The universe for these factors is all housing units.

Source: 2023 ACS 5-year estimates DP-04

The last factors used to describe the municipal housing stock are the assessed housing values and gross rents for residential units. Most homes fall within the \$300,000–\$499,999 range, with a

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median home value of \$440,900. High home values reflect a stable housing market but may present affordability barriers for lower-income residents.

Table A9: Value of Residential Units

Value	Number	%
Less than \$50,000	91	1.3%
\$50,000 to \$99,999	16	0.2%
\$100,000 to \$149,999	40	0.6%
\$150,000 to \$199,999	44	0.6%
\$200,000 to \$299,999	833	11.8%
\$300,000 to \$499,999	3,748	52.9%
\$500,000 to \$999,999	2,252	31.8%
\$1,000,000 or more	62	0.9%
Median (dollars)	\$440,900	

Source: 2023 ACS 5-year estimates DP-04

The majority of rental units exceed \$1,000 per month with the median rent at \$1,865. Rental affordability is a concern, as high rents may exclude lower-income households. Increasing affordable rental units could address housing accessibility challenges.

Table A10: Gross Rents for Specified Renter-Occupied Housing Units

Contract Monthly Rent	Number	%
Less than \$500	23	2.1%
\$500 to \$999	31	2.8%
\$1,000 to \$1,499	291	26.1%
\$1,500 to \$1,999	290	26.1%
\$2,000 to \$2,499	282	25.3%
\$2,500 to \$2,999	141	12.7%
\$3,000 or more	55	4.9%
Median (contract rent)	\$1,865	

Source: 2023 ACS 5-year estimates DP-04

The data in Table A11 indicate that in 2023 there were 722 households earning less than \$35,000 annually. Many households earning under \$75,000 experience housing cost burdens, spending more than 30% of their income on housing. A figure of 30% is considered the limit of affordability for housing costs.

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Table A11: Household Expense in 2023 by as a Percentage of Household Income in 2023

Income	Number of Households	Less than 30%	More than 30%
< \$20,000	391	0	391
\$20,000 – 34,999	331	16	316
\$35,000 - \$49,999	592	92	500
\$50,000 - \$74,999	922	250	672
\$75,000 +	5,947	4,969	979

Note: ¹The universe for this Table is specified occupied housing units.

Source: 2023 ACS 5-year estimates S2503

Tables A12 and A13 show the production and demolition of housing units in the Township. The data on housing permits and demolitions in Roxbury Township from 2013 to 2024 reveals limited new housing development, except for 2018, when 244 units were authorized, including 243 multifamily units, the only such project during this period. In most other years, new construction was low, with fewer than 20 single-family homes approved annually, indicating a slow expansion of the housing stock. Meanwhile, demolitions occurred steadily, averaging around seven units per year, with 2015 seeing the highest number (17 units). This pattern suggests that while older homes are being replaced, the net housing gain remains minimal, apart from the 2018 multifamily development.

Table A12: Housing Units Authorized by Building Permits for New Construction 2013-2024

Year	Total	1&2 family	Multifamily	Mixed use
2013	9	9	0	0
2014	2	2	0	0
2015	11	11	0	0
2016	10	10	0	0
2017	6	6	0	0
2018	244	1	243	0
2019	5	5	0	0
2020	8	8	0	0
2021	4	4	0	0
2022	10	10	0	0
2023	16	16	0	0

Source: New Jersey Department of Community Affairs, Development Trend Viewer

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Table A13: Housing Units Demolished 2013-2024

Year	Total	1&2 family	Multifamily	Mixed use
2013	6	6	0	0
2014	5	5	0	0
2015	17	17	0	0
2016	5	5	0	0
2017	13	13	0	0
2018	10	10	0	0
2019	7	7	0	0
2020	5	5	0	0
2021	10	10	0	0
2022	3	3	0	0
2023	1	1	0	0

Source: New Jersey Department of Community Affairs, Development Trend Viewer

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Table A14 shows certificates of occupancy in square feet for non-residential uses between 2013 and 2023. The data on non-residential space certificates of occupancy (CO) issued between 2013 and 2023 reveals highly inconsistent commercial and institutional development, with large spikes in certain years and minimal activity in others. Significant increases occurred in 2022 (505.3 thousand square feet), 2018 (322.6 thousand square feet), and 2019 (232.9 thousand square feet), likely due to major commercial or institutional projects. In contrast, several years, including 2013 (3.5 thousand square feet), 2017 (5.2 thousand square feet), and 2023 (1.0 thousand square feet), saw little to no new non-residential construction, suggesting periods of stagnation in business expansion. The sharp decline in 2023 compared to previous years indicates a slowdown in commercial development, which could affect local employment opportunities and tax revenue. Encouraging more predictable and diversified non-residential development, including business incentives, mixed-use projects, and infrastructure improvements, could help support long-term economic stability and job creation in Roxbury Township.

Table A14: Square Feet of Non-residential Space CO

Year	Total (thousands)
2013	3.5
2014	115.1
2015	7.9
2016	6.8
2017	5.2
2018	322.6
2019	232.9
2020	49.0
2021	16.7
2022	505.3
2023	1.0

New Jersey Department of Community Affairs, CO Yearly Summary
<https://www.nj.gov/dca/codes/reporter/co.shtml>

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Analysis of Demographic Characteristics

As with the inventory of the municipal housing stock, the primary source of information for the analysis of the demographic characteristics of the Township's residents is the 2023 U.S. Census. The Census data provide a wealth of information concerning the characteristics of the Township's population in 2023.

The 2020 Decennial Census indicates that the Township had 23,883 residents, or 933 fewer residents than in 2000, representing a population decrease of approximately 4%. The Township's 4% decrease from the 2000's compares to a 8% increase in Morris County and 10% in New Jersey.

The age distribution of the Township's residents is shown in Table A15. The Township, similar to most areas in the State and Country, has an aging population, with a higher percentage of residents over 45 compared to county and state averages.

Table A15: Population by Age

Age	% Persons
Under 5 years	4.8%
5 to 9 years	5.0%
10 to 14 years	4.7%
15 to 19 years	8.4%
20 to 24 years	5.9
25 to 34 years	11.2%
35 to 44 years	12.3%
45 to 54 years	14.4%
55 to 59 years	7.8%
60 to 64 years	7.3%
65 to 74 years	11.5%
75 to 84 years	4.6%
85 years and over	2.1%
Median Age	43.3

Source: 2023 DP-05 ACS 5-year Estimates

Table A16 compares the Township to the County and State by age categories. The principal differences among the Township, County, and State occur in the 65-74 age category, where the Township had a larger proportion than the County and State. The Township generally had more persons in the 55 and older age categories than the County and State.

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Table A16: Comparison of Age Distribution for Township, County, and State (% of persons)

Age	Roxbury Township	Morris County	New Jersey
Under 5 years	4.8%	5.0%	5.6%
5 to 9 years	5.0%	5.6%	5.8%
10 to 14 years	4.7%	6.2%	6.3%
15 to 19 years	8.4%	6.5%	6.3%
20 to 24 years	5.9%	5.8%	5.9%
25 to 34 years	11.2%	11.2%	12.7%
35 to 44 years	12.3%	12.8%	13.3%
45 to 54 years	14.4%	14.1%	12.8%
55 to 59 years	7.8%	7.8%	6.6%
60 to 64 years	7.3%	7.2%	6.8%
65 to 74 years	11.5%	10.0%	10.3%
75 to 84 years	4.6%	5.3%	5.5%
85 years and over	2.1%	2.5%	1.9%
Median	43.3	42.7	40.4

Source: 2023 DP-05 5-year estimates

Table A17 provides Census data on household size for the Township, while Table A18 compares household sizes in the Township to those in Morris County and the State. The Township has more households with two persons or more than the County or State and fewer one person households.

Table A17: Persons in Household

Household Size	%
1 person	17.1%
2 persons	33.2%
3 persons	24.0%
4 or more persons	25.7%
Average Household Size	2.78

Source: 2023 ACS 5-year Estimates U.S. Census, S2501.

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Table A18: Comparison of Persons in Household for Township, County, and State (% of households)

Household Size	Township	County	State
1 person	17.1%	24.7%	26.2%
2 persons	33.2%	32.2%	31.7%
3 persons	24.0%	17.7%	17.0%
4+ persons	25.7%	25.4%	25.0%
Average household Size	2.78	2.61	2.58

Source: 2023 ACS 5-year estimate S2501 and S1101

Table A19 presents a detailed breakdown of the Township's population by household type and relationship for persons over 65. Family households dominate, but non-family households account for a substantial portion (21%). Planning should include housing that accommodates both family and non-family households, ensuring a diverse and inclusive housing market as the states demand for senior housing increases.

Table A19: Persons 65+ by Household Type and Relationship

	Persons
In households:	4,064
In family households:	3,199
Householder:	1,660
Male	1,144
Female	516
Spouse	1,217
Parent	140
Parent-in-law	56
Other relatives	62
Nonrelatives	64
In nonfamily households:	865
Householder:	793
Male:	130
Living alone	116
Not living alone	14
Female:	663
Living alone	572
Not living alone	91
Nonrelatives	72
In Group Quarters	159

Source: 2023 ACS B09020 5-year estimate.

Table A20 provides 2023 income data for the Township, County, and State. The Township's per capita and family incomes were higher than the State and comparable to the county. Higher

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TOWNSHIP OF ROXBURY

incomes suggest economic stability.

Table A20: 2023 Income for Township, County, and State

Jurisdiction	Per Capita Income	Median Income	
		Households	Families
Roxbury Township	\$56,156	\$130,235	\$148,075
Morris County	\$69,226	\$134,929	\$168,431
New Jersey	\$53,118	\$99,781	\$121,944

Source: 2023 U.S. Census ACS 5 Year Estimates B19301 and S1901,

Table A21 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 2023. According to the data in Table A21, the Township had proportionately fewer persons qualifying for poverty status than the State and the County.

Table A21: Poverty Status for Persons and Families for Township, County, and State (% with 2023 income below poverty)

Jurisdiction	Persons (%)	Families (%)
Roxbury Township	5.4%	2.2%
Morris County	5.1%	3.4%
New Jersey	9.8%	7%

Source: 2023 ACS 5-year estimates S1701 and S1702

The U.S. Census includes a vast array of additional demographic data that provide insights into an area's population. For example, Table A22 provides a comparison of the median year households moved into their current residences. This is a surrogate measure of the mobility/stability of a population. A higher percentage of renters have resided in the same home longer compared to county and state averages.

Table A22: Comparison of Median Year Householder Moved Into Unit for Township, County, and State

Jurisdiction	Owner Occupied	Renter Occupied
Roxbury Township	2008	2017
Morris County	2007	2018
New Jersey	2010	2019

Source: 2023 ACS 5-year estimates B25039

Table A23 compares the educational attainment for Township, County, and State residents over age 25. The data indicate that more Township residents achieved a high school diploma than the state and county but lower bachelor's attainment than the county.

HOUSING ELEMENT AND FAIR SHARE PLAN 2025
TOWNSHIP OF ROXBURY

Table A23: Educational Attainment for Township, County, and State Residents (Persons 25 years and over)

Jurisdiction	Percent (%) high school graduates or higher	Percent (%) with bachelor's degree or higher
Roxbury Township	96.4%	47.4%
Morris County	95.1%	57.2%
New Jersey	90.7%	42.9%

Source: 2023 ACS 5-year estimates DP02

The 2023 Census also provides data on the means of transportation that people use to reach their place of work. Table A24 compares the Census data for the Township, County, and State relative to driving alone, carpooling, using public transit, and using other means of transportation. The Township had a relatively high percentage of those who drive alone and a relatively low percentage of workers who carpool or use public transit.

Table A24: Means of Transportation to Work for Township, County and State Residents (Workers 16 years old and over)

	Roxbury Township	Morris County	New Jersey
Car, truck, or van -- drove alone	73.5%	68.1%	63.7%
Car, truck, or van -- carpoled	6.0%	5.8%	7.7%
Public transportation (excluding taxicab)	3.3%	3.5%	8.5%
Walked	0.4%	1.7%	2.6%
Other means	1.3%	1.4%	2.4%
Worked from home	15.4%	19.6%	15.0%

Source: 2023 ACS 5-year estimates DP-03

As shown on Table A25, the employment distribution in Roxbury Township highlights a workforce concentrated in service-oriented and professional industries, with educational services, health care, and social assistance being the largest employment sector (22.2%). This indicates a strong presence of public institutions, hospitals, and medical facilities, which serve as key economic drivers.

The second-largest employment sector is retail trade (14.6%), reflecting a significant reliance on consumer-driven businesses such as local shops, grocery stores, and retail centers. Meanwhile, professional, scientific, and administrative services (11.3%) and finance, insurance, and real estate (9.4%) play important roles, suggesting a skilled, white-collar workforce.

HOUSING ELEMENT AND FAIR SHARE PLAN 2025
TOWNSHIP OF ROXBURY

Industries such as manufacturing (9.4%) and construction (6.8%) also employ a notable portion of workers, indicating that industrial and trade-based jobs remain relevant within the township. Lower employment in agriculture (0.4%), wholesale trade (2.5%), and information services (3.1%) suggests that these industries have a relatively small footprint in the local economy.

Table A25: Employment by Industry

Industry	Persons	%
Civilian employed population 16 years and over	12,454	
Agriculture, forestry, fishing and hunting, and mining	52	0.4%
Construction	843	6.8%
Manufacturing	1,175	9.4%
Wholesale trade	313	2.5%
Retail trade	1,823	14.6%
Transportation and warehousing, and utilities	643	5.2%
Information	380	3.1%
Finance and insurance, and real estate and rental and leasing	1,172	9.4%
Professional, scientific, and management, and administrative and waste management services	1,405	11.3%
Educational services, and health care and social assistance	2,764	22.2%
Arts, entertainment, and recreation, and accommodation and food services	787	6.3%
Other services, except public administration	489	3.9%
Public administration	608	4.9%

Source: 2023 ACS 5-year estimates DP-03

HOUSING ELEMENT AND FAIR SHARE PLAN 2025
TOWNSHIP OF ROXBURY

The employment rate, according to the 2023 census shows that the Township had more people employed and in the labor force than the county or state and more unemployment than the state but comparable to the county percentages.

Table A26: Labor Force and Employment (%)

Jurisdiction	Percent in Labor Force	Employed	Unemployed
Roxbury Township	69.1%	64.3%	4.7%
Morris County	68.5%	64.8%	3.6%
New Jersey	66.2%	62.1%	4.1%

Source: 2023 ACS 5-year estimates DP-03

The forecast for Roxbury Township's population and employment growth from 2015 to 2050 suggests modest expansion, with population increasing by only 1,384 residents over 35 years at an annualized growth rate of just 0.2%. This slow pace indicates a stable but aging community, with limited demand for significant residential expansion.

In contrast, employment is projected to grow at a slightly faster rate (0.5%), adding 1,779 new jobs by 2050. This suggests that economic opportunities may expand at a greater pace than population growth, potentially attracting commuters from surrounding areas rather than solely relying on local workforce expansion. The imbalance between employment and population growth may indicate a need for improved transportation infrastructure and workforce housing options to accommodate workers who may not reside in the township.

Table A27: Forecast for Employment and Population

	2015	2050	Annualized % Change 2015-2045
Population	23,436	24,820	.2%
Employment	9,356	11,135	.5%

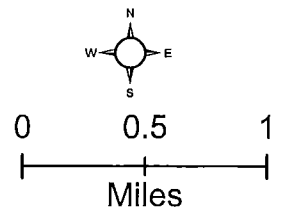
Source: NJTPA Municipal Forecasts 2015-2050 Appendix E

Overall, the forecast indicates a gradual but stable future, requiring thoughtful planning to balance workforce growth, housing availability, and economic sustainability in Roxbury Township.

Figure 1:
Affordable Housing Sites
Roxbury Township
Morris County, NJ

June 2025
Legend

- 4th Round Sites
- 3rd Round Additional Sites
- 3rd Round Approved Sites
- Existing Affordable Housing Sites



Data Sources:
Morris County Parcel Layer

Figure 2: 225 Righter Road Concept Plan

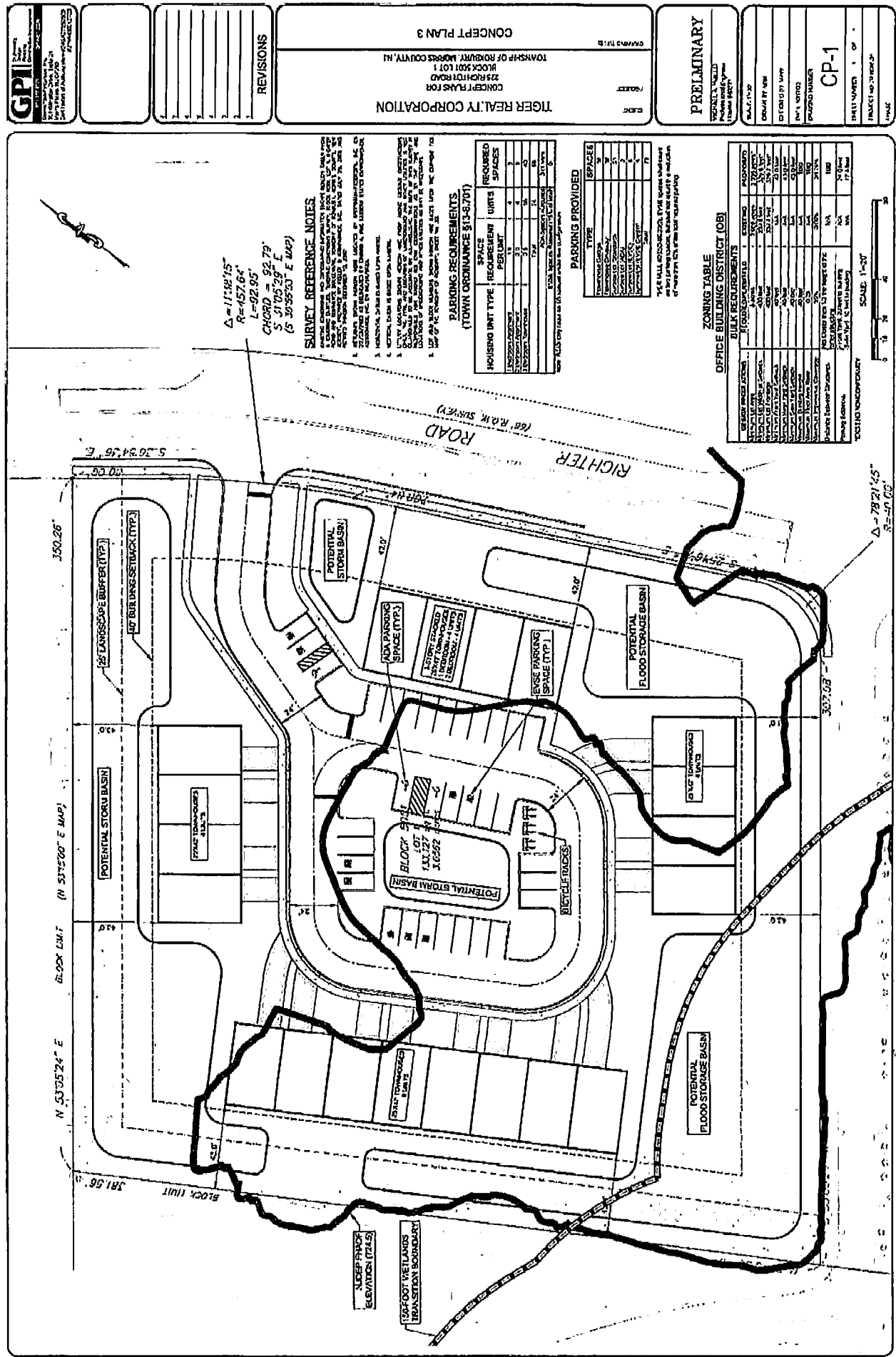


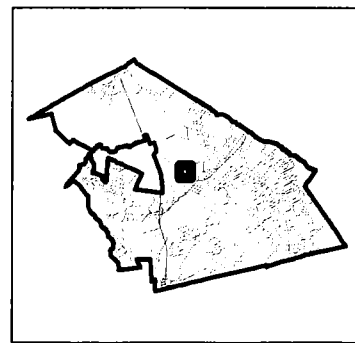
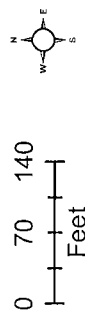


Figure 3:
Roxbury Garden Center
Block 6601
Lot 1
Roxbury Township
Morris County, NJ

June 2025

Legend

- Subject Property
- 100 Year Floodzone
 - Water
 - Wetlands
 - Steep Slopes greater than 15%

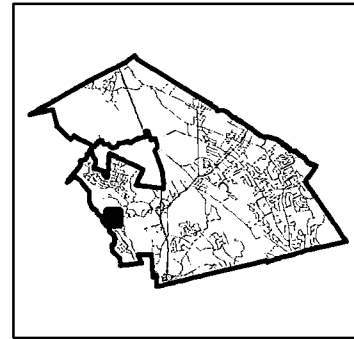
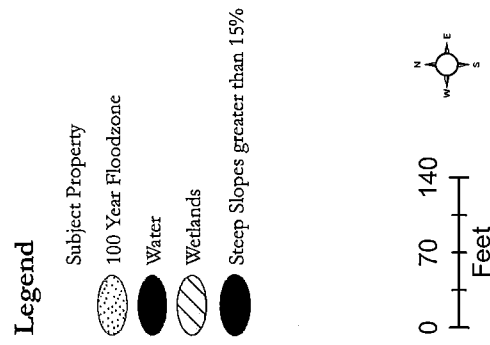


Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer

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Figure 4:
129 Center Street
Block 10901
Lot 4
Roxbury Township
Morris County, NJ
June 2025



Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SS-A
Morris County Parcel Layer
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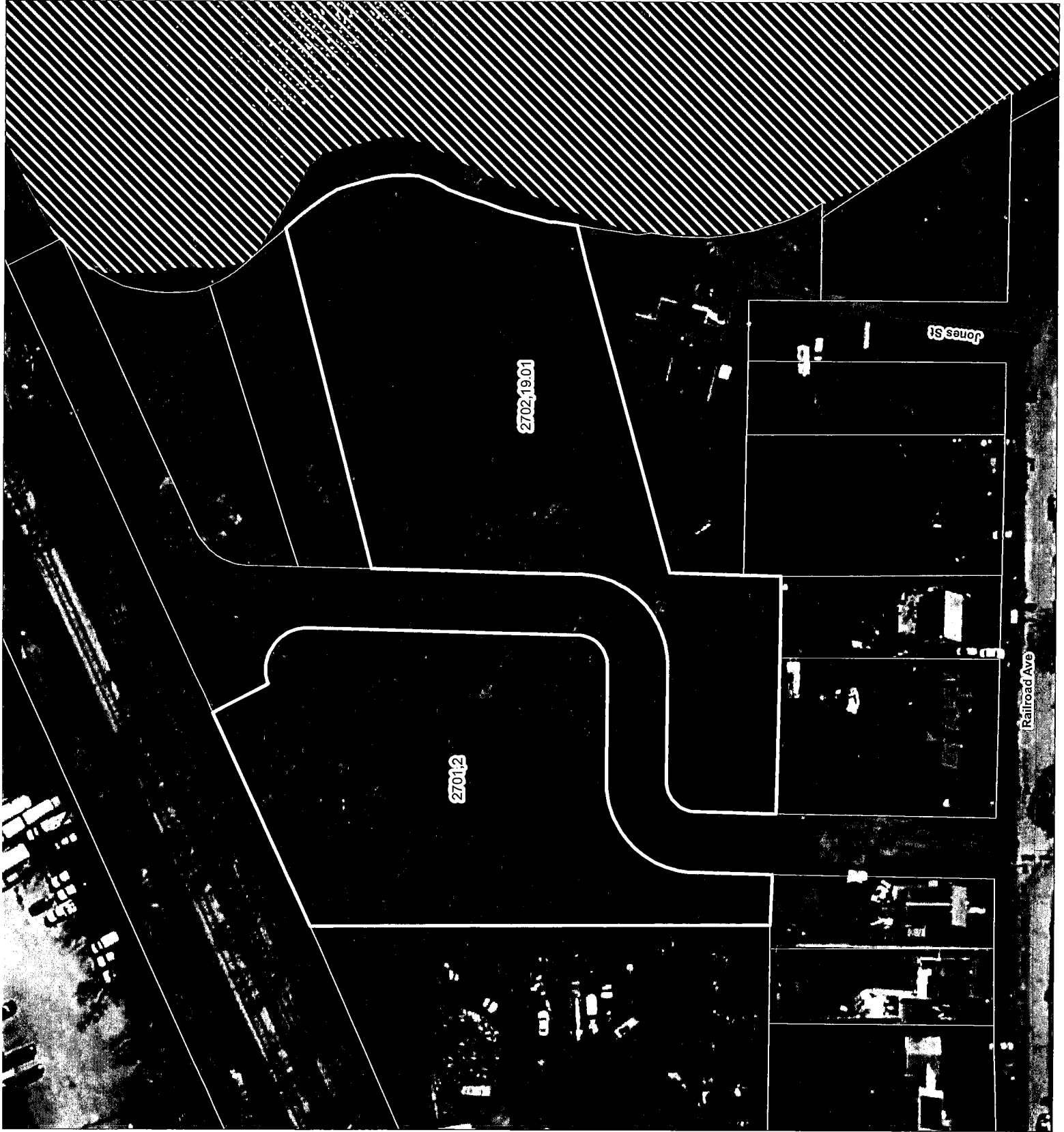




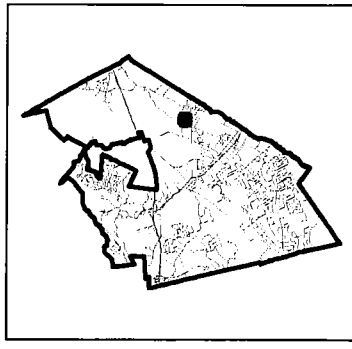
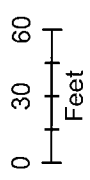


Figure 5:
Halsey Street
Block 2701, Lot 2
Block 2702, 19.01
Roxbury Township
Morris County, NJ

June 2025

Legend

- Subject Property
-  100 Year Floodzone
 -  Water
 -  Wetlands
 -  Steep Slopes greater than 15%



Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SVA
Morris County Parcel Layer

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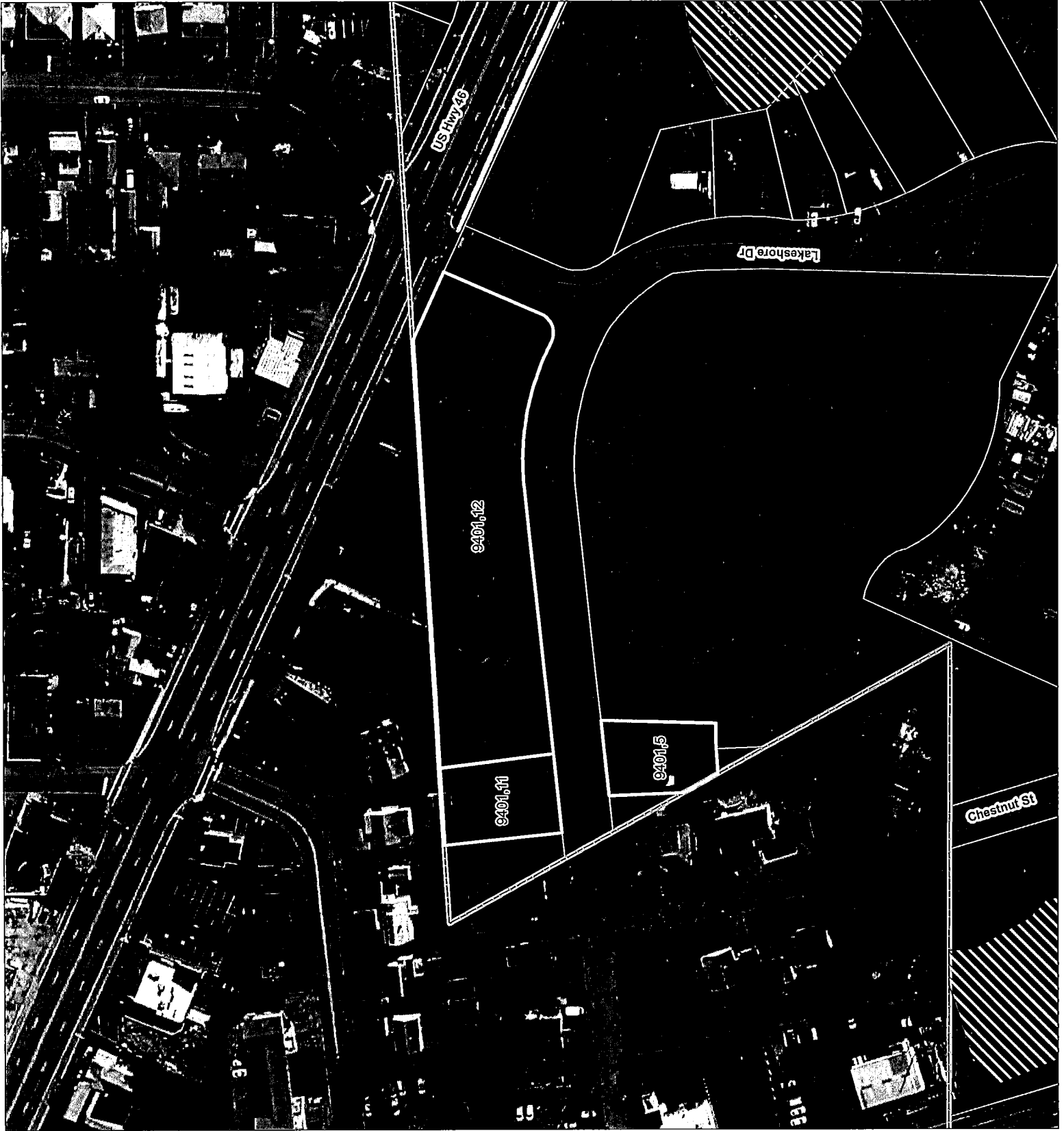
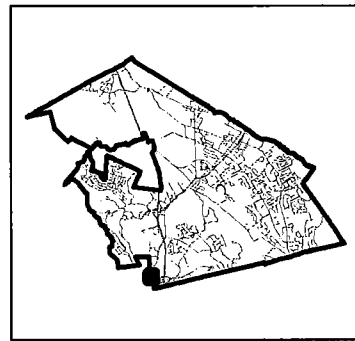
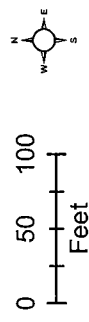


Figure 6:
Polo/Habitat for Humanity
Block 9401
Lots 5, 11, and 12
Roxbury Township
Morris County, NJ

June 2025

Legend

- Subject Property
- 100 Year Floodzone
- Water
- Wetlands
- Steep Slopes greater than 15%





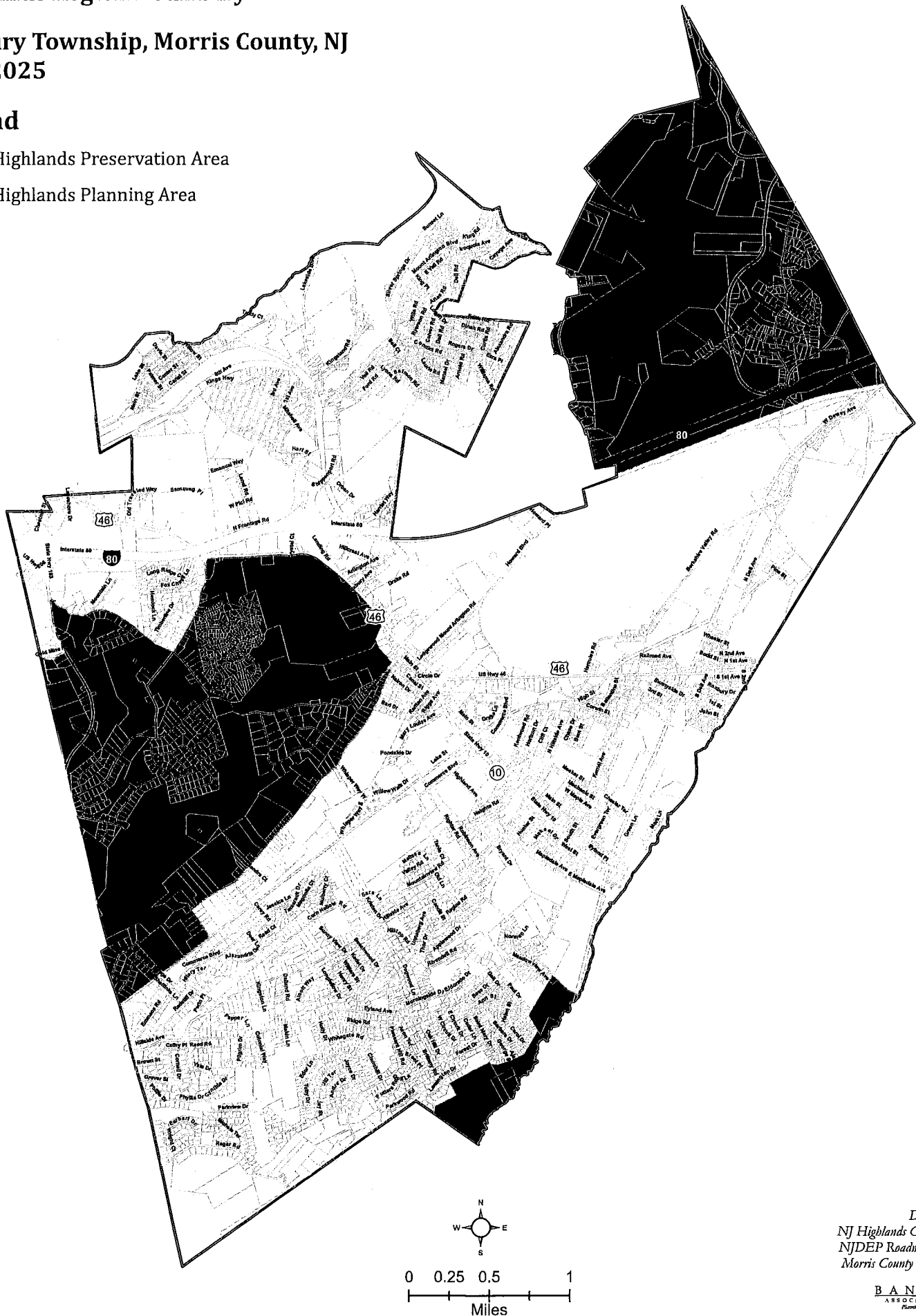
Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2015 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer
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Planning and Design

Figure 7:
Highlands Region Boundary

Roxbury Township, Morris County, NJ
June 2025

Legend

-  Highlands Preservation Area
-  Highlands Planning Area





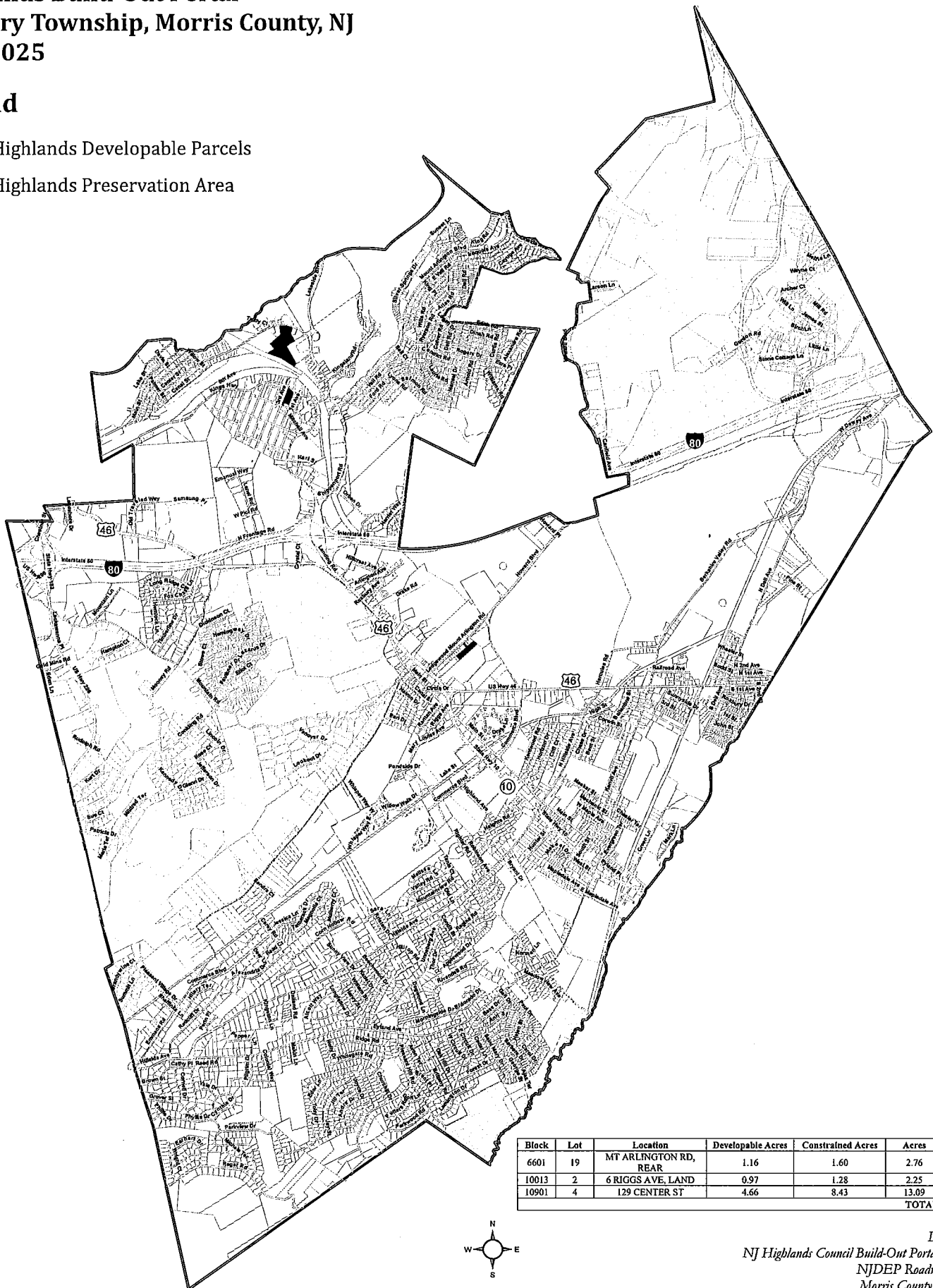
Data Sources:
NJ Highlands Council 2024
NJDEP Roadway Network
Morris County Parcel Layer

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Figure 8:
Highlands Build-Out Portal
Roxbury Township, Morris County, NJ
June 2025

Legend

-  Highlands Developable Parcels
-  Highlands Preservation Area



Block	Lot	Location	Developable Acres	Constrained Acres	Acres	Total Units
6601	19	MT ARLINGTON RD, REAR	1.16	1.60	2.76	6
10013	2	6 RIGGS AVE, LAND	0.97	1.28	2.25	5
10901	4	129 CENTER ST	4.66	8.43	13.09	27
TOTAL						38

Data Sources:
 NJ Highlands Council Build-Out Portal May 2025
 NJDEP Roadway Network
 Morris County Parcel Layer

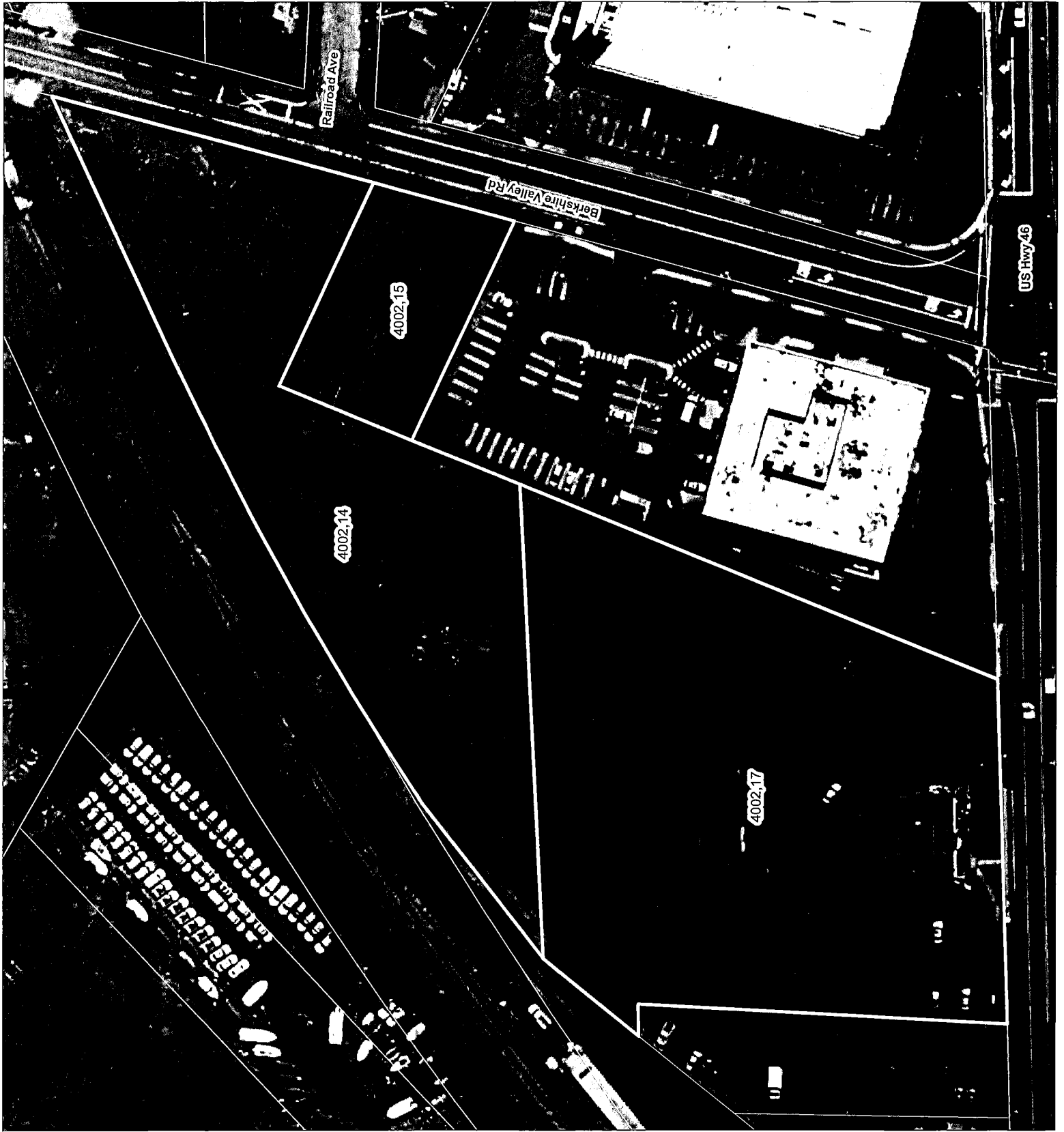
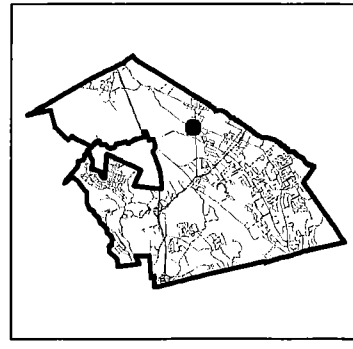
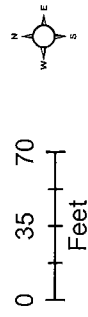


Figure 9:
Kenvil Hotel
Block 4002
Lots, 14, 15, & 17
Roxbury Township
Morris County, NJ

June 2025

Legend

- Subject Property
- 100 Year Floodzone
- Water
- Wetlands
- Steep Slopes greater than 15%



Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer
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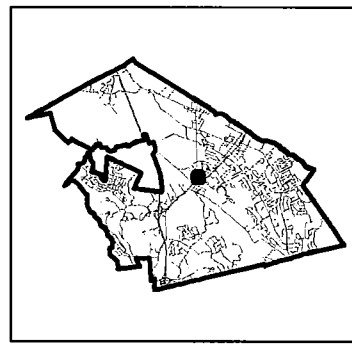
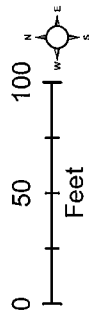


Figure 10:
Roxbury Motel
Area In Need Investigation
Block 6501
Lot 17
Roxbury Township
Morris County, NJ

June 2025

Legend

- Subject Property
- 100 Year Floodzone
- Water
- Wetlands
- Steep Slopes greater than 15%



Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer
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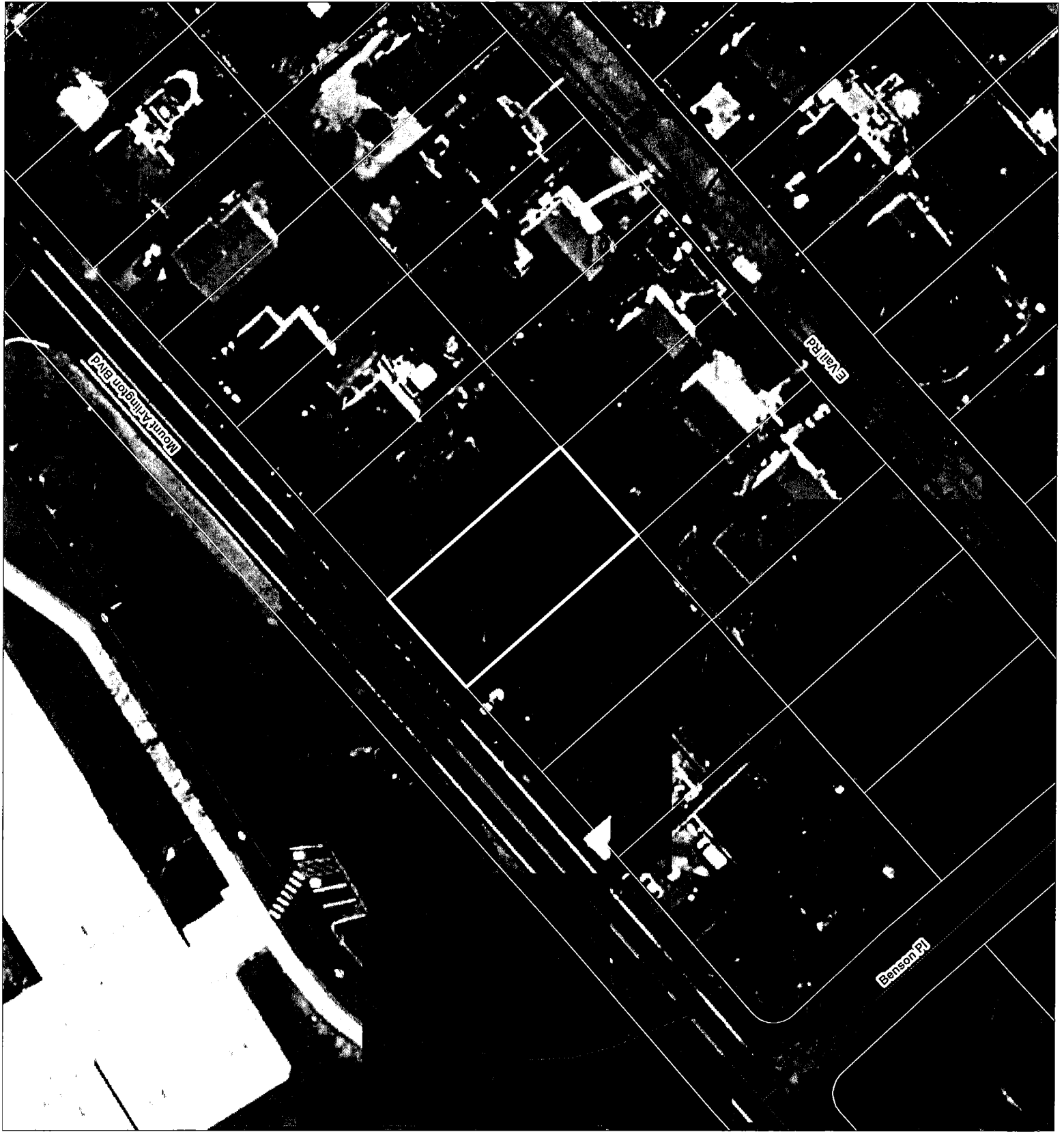
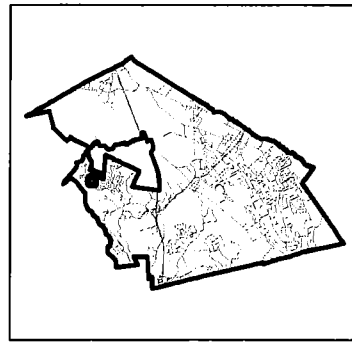
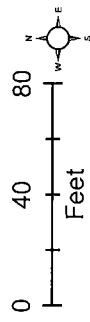


Figure 11:
270 Mount Arlington Rd
Block 12002
Lot 4
Roxbury Township
Morris County, NJ

June 2025

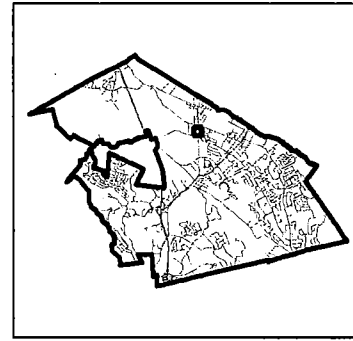
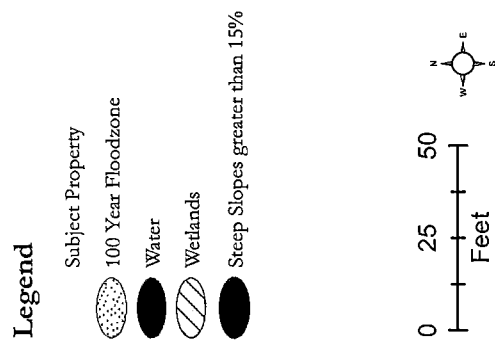
Legend

- Subject Property
- 100 Year Floodzone
- Water
- Wetlands
- Steep Slopes greater than 15%



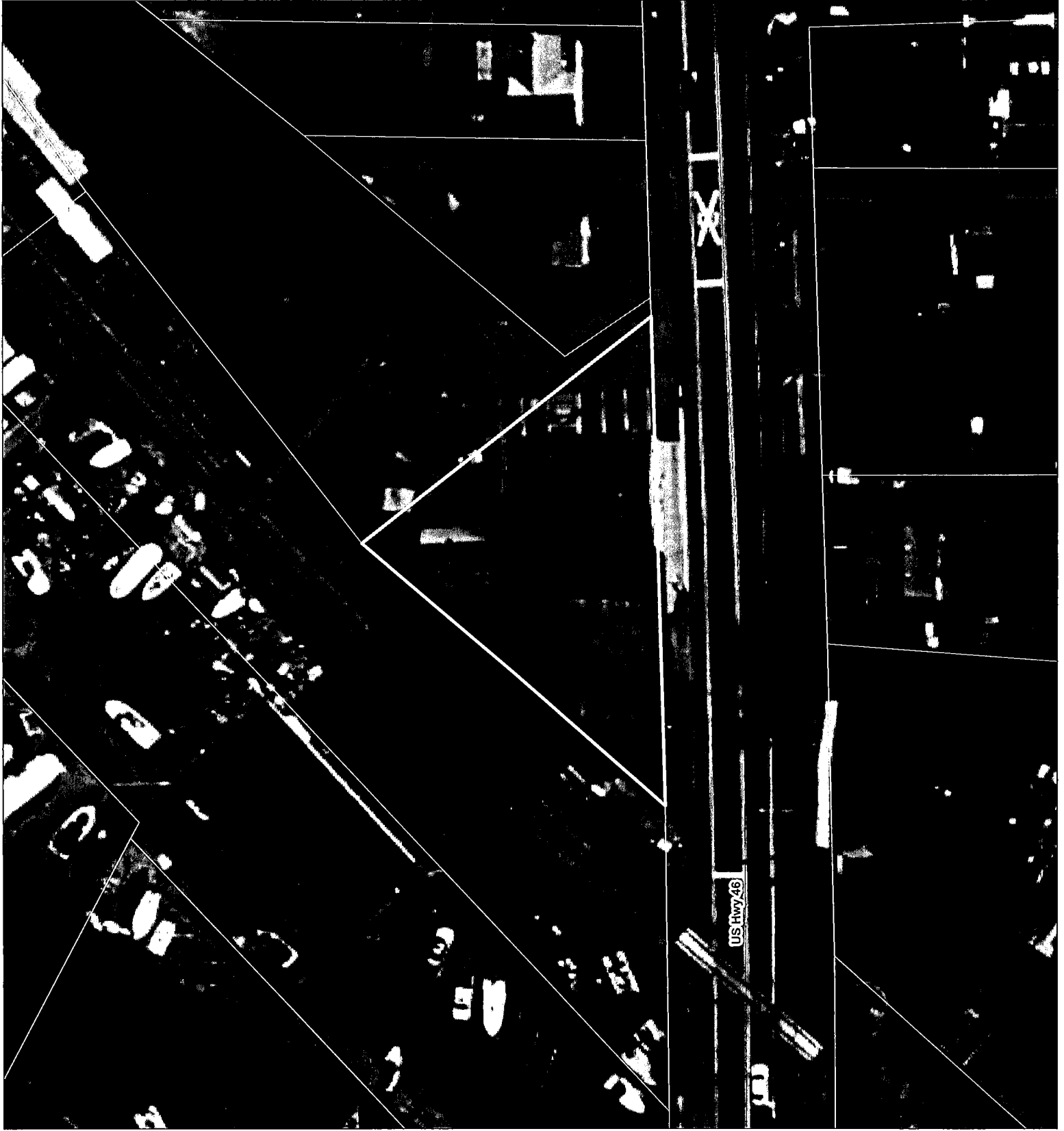
Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer
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Figure 12:
725 Route 46
Block 4002
Lot 21
Roxbury Township
Morris County, NJ
June 2025

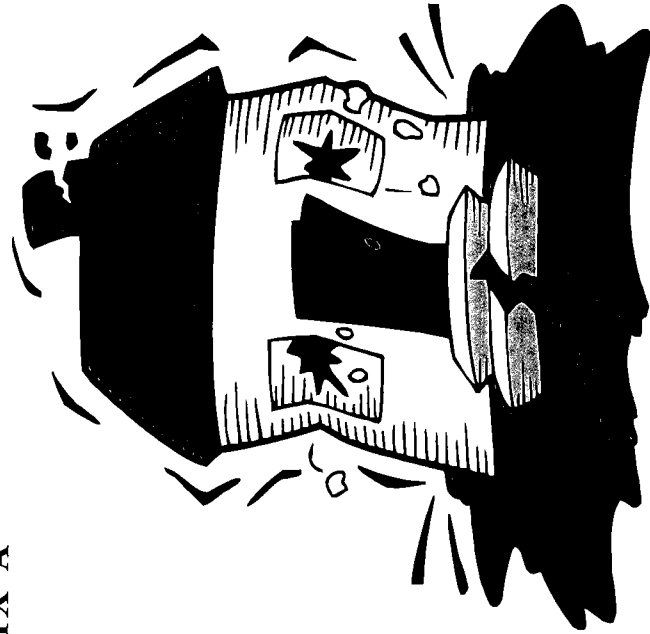
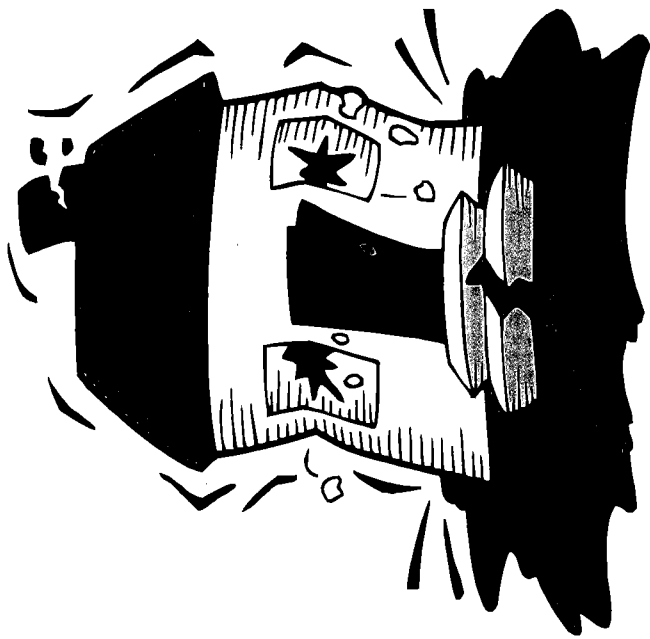


Data Sources:
NJDEP 10 Meter DEM's
NJDEP 2020 Land Use Land Cover
FEMA Flood Zones
NJDEP SSA
Morris County Parcel Layer

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APPENDIX A



Does YOUR
House Need
Work?

Does YOUR
House Need
Work?

The Morris County
Housing Rehabilitation Program

The Morris County
Housing Rehabilitation Program

<https://www.roxburynj.us/DocumentCenter/Index/250>

The Morris County Housing Rehabilitation Program provides funds to income eligible homeowners to address major system failures in their primary residence.

General Requirements

Please check the box that applies: YES NO

1. Are you a permanent Morris County resident (except Dover and Parsippany)? ☐ YES ☐ NO
2. Do you own and have you lived in the house for at least one year? ☐ YES ☐ NO
3. Is this your principal residence? ☐ YES ☐ NO
4. Do you fall within the income limits in the chart below? ☐ YES ☐ NO

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Please check the box that applies: YES NO

1. Are you a permanent Morris County resident (except Dover and Parsippany)? ☐ YES ☐ NO
2. Do you own and have you lived in the house for at least one year? ☐ YES ☐ NO
3. Is this your principal residence? ☐ YES ☐ NO
4. Do you fall within the income limits in the chart below? ☐ YES ☐ NO

INCOME LIMITS	
Family Size	Gross Income
1	\$50,350
2	\$57,550
3	\$64,750
4	\$71,900
5	\$77,700
6	\$83,450
7	\$89,200
8	\$94,950

Effective: 4/25/18

INCOME LIMITS	
Family Size	Gross Income
1	\$50,350
2	\$57,550
3	\$64,750
4	\$71,900
5	\$77,700
6	\$83,450
7	\$89,200
8	\$94,950

Effective: 4/25/18

Program Requirements



Funds are to be used for major repairs or conditions related to health or safety.



Examples of Work: roof replacement, furnace replacement, upgrade electrical, construct new well or septic, sewer or water hook-ups, provide handicapped access, etc.



Type of assistance: No Interest, No Payment 6-Year or 10-Year Forgivable Loan (Term is dependent on amount of assistance).



Contact Community Development **BEFORE** any work is done or contracts are signed.

Interested?

If you have answered **YES** to the questions on the preceding page and you are in need of our help, call or write:

Morris County Office of Community
Development
POB 900
Morristown, NJ 07963-0900
(973) 285-6032
HOgorman@co.morris.nj.us

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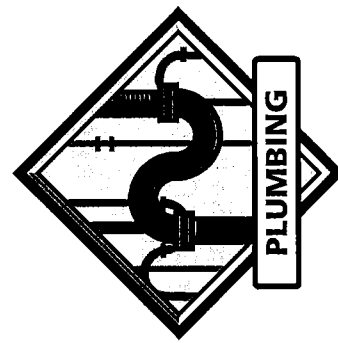
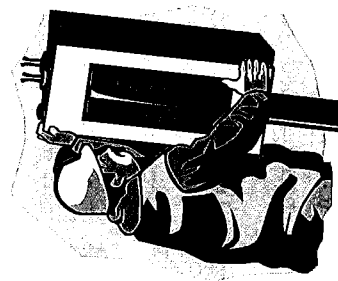
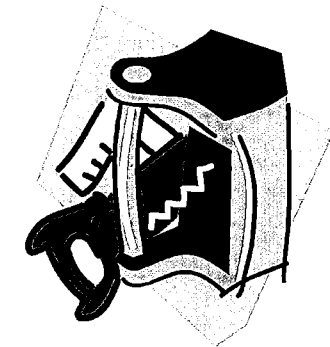
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Morristown, NJ 07963-0900
(973) 285-6032
HOgorman@co.morris.nj.us

The Morris County Community Development Program is funded through the U.S. Department of Housing and Urban Development (HUD). This program is a cooperative effort of the federal government through the Morris County Board of Chosen Freeholders and 37 municipalities to meet housing and neighborhood needs throughout the County. The Housing Rehabilitation Program is only one of the many activities receiving funding through this annual grant.



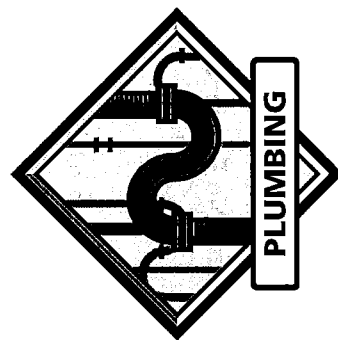
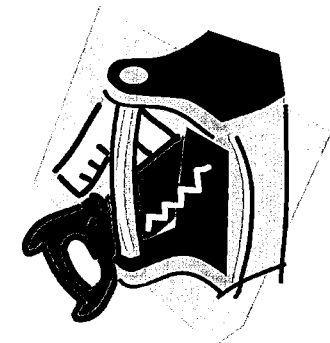
A Publication of the

Morris County Board of Chosen Freeholders



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Morris County Board of Chosen Freeholders





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 Adam M. Gordon, Esq.
 Laura Smith-Denker, Esq.
 David T. Rammner, Esq.
 Joshua D. Bauers, Esq.
 Bassam F. Gergi, Esq.

APPENDIX B

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:

March 20, 2020
Page 2

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)
		Total	266	

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 3rd 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	Kingtown (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:
- 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.
 - 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.
 - 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:

Site	Total Affordable Units	Very Low income units (13%)
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.

March 20, 2020
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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:

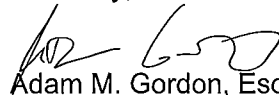
Robert H. Oostdyk, Jr., Esq.
Murphy McKeon, P.C.
51 Route 23 South
P.O. Box 70
Riverdale, New Jersey 07457
Telecopier: (973) 835-1732
Email: roostdyk@murphymckeonlaw.com

**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

March 20, 2020
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On behalf of the Township of Roxbury, with the authorization
of the governing body:

Dated: _____

EXHIBIT A: 2019 INCOME LIMITS**2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**
Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019

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



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May 24, 2022

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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 amended 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.

This Settlement Agreement is subject to review and approval by the Court following a duly-noticed fairness hearing and, if approved, shall supersede and replace in its entirety the March 20, 2020 Settlement Agreement between Roxbury and FSHC, which is attached hereto as **Exhibit A**, and was previously approved by the Court following a duly-noticed fairness hearing.

Background

In accordance with Mount Laurel IV, on July 7, 2015, Roxbury filed a complaint seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq.,

Through the declaratory judgment process, the Township and FSHC agreed, in March 2020, to settle the litigation and to present an agreement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very-low-, low- and moderate-income households.

This Amended Settlement Agreement was necessitated by the owner of the Salmon Stump site objecting to a rezoning of its property for inclusionary residential development and other more minor changes, and replacing those lost affordable housing opportunities with others that create a realistic opportunity.

This Settlement Agreement supersedes all prior writings between the parties and, once implemented, will create a realistic opportunity for the construction of a substantial number of new affordable homes for very-low-, low-, and moderate-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 Kinsey Report ¹)	26
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	255
Third Round (1999-2025) Prospective Need (per Judge Nergaard "Determination of Low and Moderate Income Housing Needs in Morris County, Based upon the Mercer County Opinion" July 23, 2019)	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, or rehabilitation, obligation through continued partnership with the 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)

¹ "Determination of Low and Moderate Income Housing Needs in Morris County, Based upon the Mercer County Opinion" Judge Nergaard. July 23, 2019.

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Site #	Name of site	Type of Affordable Units	Number of Units/Bedrooms	Notes
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 2007 with 30 yr controls
8	54 Main Street	Family rental	2	Built and Occupied 1989 with 30 yr 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)
		Total	266	

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

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Site #	Name of site	Type of AH Units	# of units/BR	Notes
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	River Park Villages (69), Muscarelle (46), Group Homes (47), 133 Landing (4), Willow Walk (1), Seneca Heights (1)
		Total	418	

Table 3: Proposed 3rd Round Compliance

Site #	Name of Sites	Type of Affordable Unit	Number of units	Notes
1	West Dewey/McArdle	H4H - family for-sale	6	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	106	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	Hercules – Howard Blvd (B: 8901 L: 5)	Family for-sale	39	IZ;
11	11 Cheyenne, LLC (B: 9301 L: 1 & 2)	Family Rental	23	IZ;
12	Supportive and Special Needs Housing	Group Homes	8	
13	Merry Heart Assisted Living Facility Phase II	Assisted Living	3	Route 46 Facility
14	Merry Heart Assisted Living St. Therese	Assisted Living	10	Proposed New Building

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Site #	Name of Sites	Type of Affordable Unit	Number of units	Notes
		Total Proposed AH	384	
		Rental Bonus Credit	43	Kingtown (33), Blue Vista (10)
		Total Proposed Credits	427	
		Total Existing Credits	418	
		Total Third Round Credits	845	

7. The Township agrees to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
- Porfido site– the Township and Porfido will enter into an agreement for the development of the 10-acre property located at Block 3602, Lots 1 and 9. The Township agrees to rezone the property to permit the development of an assisted living facility of up to 175 units to be constructed with 10% (up to 18) of those units set-aside for recipients of Medicaid waivers.
 - Hercules – the Township agrees to rezone this 13.75-acre property located at Block 4002, Lot 5 permitting residential at 8 du/ac and requiring a 20% set-aside (22) units for affordable housing.
 - Blue Vista site – the Township agrees to rezone this 59-acre property located at Block 9202; Lots 1, 2, and 10 permitting residential at 9 du/ac and requiring a 20% set-aside.
 - Southwinds – the Township agrees to rezone this 14.8-acre property located at Block 9402, Lot 7 permitting residential at 10 du/ac and requiring a 20% set-aside of (30) units of affordable housing.
 - 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/ac and requiring a 20% set-aside of (14) affordable housing units.
 - PolICASTRO site – the Township agrees to rezone this 29.5-acre property located at Block 6802, Lot 9 permitting residential up to 8 du/ac and requiring a 20% set-aside of (47) affordable housing units. This site is currently developed with a commercial auto rental and repair facility. 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.
 - Kingtown – the Township agrees to rezone and sell this property located at Block 9302, Lot 4 to permit residential up to 10 du/ac 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.
 - 11 Cheyenne, LLC (Block 9301, Lots 1 & 2) – The Township agrees to rezone this 14.5-acre property located at Block 9301, Lots 1 & 2 to permit residential zoning up to 8 du/ac with a required 20% set-aside of (23) affordable housing units.

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- i. Hercules – Howard Blvd. Site – The Township agrees to rezone this 24-acre property located at Block 8901, Lot 5 to permit residential zoning up to 8 du/ac with a 20% set-aside of (39) affordable housing units.
 - j. Merry Heart Assisted Living Facility – 3 additional Medicaid beds will be created through the Merry Heart facility on Route 46.
 - k. Merry Heart St. Therese – 10 Medicaid beds will be provided in the proposed assisted living facility with a dementia care specialty.
8. The parties recognize that some of the properties listed in Paragraph 7 are either outside a DEP-Approved Sewer Service Area or are within a DEP-Approved Sewer Service Area, but designated as a Septic Area where fewer than 2,000 gallons per day are permitted. The Township agrees to immediately seek and endorse an amendment to the Wastewater Quality Management Plan that includes all of the Township's affordable housing sites in the WQMP with the appropriate designation to be developed in accordance with this agreement. The Township agrees to provide a status report to FSHC and the Special Master within one month of the execution of this amended settlement agreement demonstrating that the Township has applied for the appropriate amendment to the WQMP. The Township agrees to provide a status report every six months thereafter as to the amendment to the WQMP. If the WQMP has not been successfully amended by December 31, 2023, the Township shall introduce an ordinance or ordinances necessary to create a realistic opportunity to address the shortfall within sixty (60) days.
9. The Township also has the following mechanisms to address additional affordable housing need in addition to its Third Round affordable housing obligations:
- a. 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 any credits that may be created are surplus over the Third Round fair share obligation.
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 6 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.

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

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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 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 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:

Table 4: Inclusionary Sites

Site	Total Affordable Units	Very Low income units (13%)
Profido	18	2
Hercules #1	22	3
Blue Vista	106	14
Southwinds	30	4
Cabel	25	3
Woodmont	14	2
Policastro	47	6
Kingtown	33	4
Hercules – Howard Blvd	39	6
11 Cheyenne LLC	23	3
Merry Heart Medicaid Beds		3
Merry Heart Medicaid Beds Phase II		10
Existing Group Home units		47
TOTAL		107

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 table in paragraph 6 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

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- 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.
 - f. Thirteen percent (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, shall be very-low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"), with half of the very low income units being available to families.
 - g. 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.
13. In all developments that produce affordable housing, the Township agrees that the following terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.
 - b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).
 - c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings

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with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

- d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
14. The Township and/or its Administrative Agent shall add the following entities 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):
- a. Fair Share Housing Center, Inc. (510 Park Boulevard, Cherry Hill, New Jersey 08002); the New Jersey State Conference of the NAACP, the Latino Action Network, East Orange NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP, and Supportive Housing Association and other appropriate non-profits and Civil Rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of any affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers, persons or companies retained to do affirmative marketing, to comply with these notice requirements.
 - b. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website in accordance with applicable law.
15. 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:

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- 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 2021, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year. The Township may utilize such tables as prepared by the Affordable Housing Professionals of New Jersey, provided this organization continues to utilize the processes and procedures contained herein in calculating the Regional Income Limits.
 - 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 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.
16. As an essential term of this Amended Settlement Agreement, within 60 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 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. Upon full execution of this Agreement, Roxbury shall notify the Court so that a Fairness and Final Compliance Hearing shall be scheduled to approve the Agreement and review the Township's Compliance package.

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18. 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 percent (20%) 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 one hundred percent (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 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.

19. 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.

20. On May 1, 2023, 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.

21. For the midpoint realistic opportunity review provided for in N.J.S.A. 52:27D-313, on December 31, 2023, 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

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- 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.
22. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, the Township shall conduct this review at the same time as its midpoint review which is due on December 31, 2023, 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.
 23. 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.
 24. This Agreement shall 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.
 25. As part of the March 20, 2020 Settlement Agreement, the Township of Roxbury agreed to pay a negotiated attorney's fees and costs of FSHC in the amount of \$10,000.00. In light of the additional time and resources expended since then by FSHC, including to review compliance documents, negotiate and enter into this amended agreement, and to conduct an additional fairness and compliance hearing, the Township agrees to pay FSHC's additional attorney's fees and costs of an additional \$ 20,000.00 to be used at the discretion of FSHC for the provision of affordable housing opportunities/assistance within sixty (60) days after entry Court of an Order approving this Agreement pursuant to a duly-noticed fairness hearing. The Parties agree that neither shall request or otherwise make a claim against the other for payment or reimbursement of any legal fees and/or costs incurred in connection with the within Declaratory Judgment Action and/or any related actions or proceedings other than as stated below in paragraph 27.
 26. 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,

May 24, 2022
Page 13

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.

27. 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.
28. 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.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.

May 24, 2022
Page 14

37. 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.

38. 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:

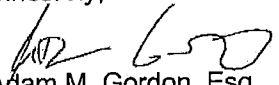
Robert H. Oostdyk, Jr., Esq.
Murphy McKeon, P.C.
51 Route 23 South
P.O. Box 70
Riverdale, New Jersey 07457
Telecopier: (973) 835-1732
Email: roostdyk@murphymckeonlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

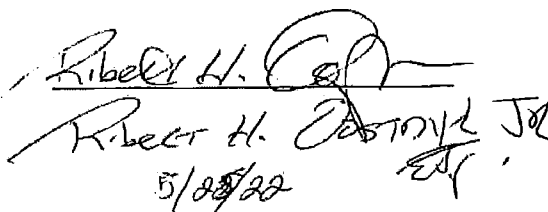
Amy Rhead, Township Clerk
1715 Route 46
Ledgewood, NJ 07852
Telecopier: (973) 448-2111
E-mail: rheada@roxburynj.us

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:


Robert H. Oostdyk, Jr.
5/24/22
14

May 24, 2022
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Dated: _____

May 24, 2022
Page 16**EXHIBIT C: 2021 INCOME LIMITS**

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) – April 27, 2021

2021 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*- Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$72,846	\$78,050	\$83,253	\$93,659	\$104,066	\$108,229	\$112,391	\$120,717	\$129,042	\$137,367		
	Moderate	\$58,277	\$62,440	\$66,602	\$74,928	\$83,253	\$86,583	\$89,913	\$96,573	\$103,233	\$109,894	1.6%	8.46%
	Low	\$36,423	\$39,025	\$41,626	\$46,830	\$52,033	\$54,114	\$56,196	\$60,358	\$64,521	\$68,684		\$201,229
	Very Low	\$21,854	\$23,415	\$24,976	\$28,098	\$31,220	\$32,469	\$33,717	\$36,215	\$38,713	\$41,210		
Region 2 Essex, Morris, Union and Warren	Median	\$75,331	\$80,711	\$86,092	\$96,854	\$107,615	\$111,920	\$116,224	\$124,834	\$133,443	\$142,052		
	Moderate	\$60,265	\$64,569	\$68,874	\$77,483	\$86,092	\$89,536	\$92,980	\$99,867	\$106,754	\$113,642	1.6%	2.00%
	Low	\$37,665	\$40,356	\$43,046	\$48,427	\$53,808	\$55,960	\$58,112	\$62,417	\$66,721	\$71,026		\$206,459
	Very Low	\$22,599	\$24,213	\$25,828	\$29,056	\$32,285	\$33,576	\$34,867	\$37,450	\$40,033	\$42,616		
Region 3 Hunterdon, Middlesex and Somerset	Median	\$86,240	\$92,400	\$98,560	\$110,880	\$123,200	\$128,128	\$133,056	\$142,912	\$152,768	\$162,624		
	Moderate	\$68,992	\$73,920	\$78,848	\$88,704	\$98,560	\$102,502	\$106,445	\$114,330	\$122,214	\$130,099	1.6%	3.10%
	Low	\$43,120	\$46,200	\$49,280	\$55,440	\$61,600	\$64,064	\$66,528	\$71,456	\$76,384	\$81,312		\$234,592
	Very Low	\$25,872	\$27,720	\$29,568	\$33,264	\$36,960	\$38,438	\$39,917	\$42,874	\$45,830	\$48,787		
Region 4 Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359	1.6%	0.00%
	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099		\$205,486
	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5 Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.6%	0.00%
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756		\$179,028
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349		
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679	1.6%	0.00%
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175		\$153,730
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

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 (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, 2018, 2019 or 2020 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2021 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.

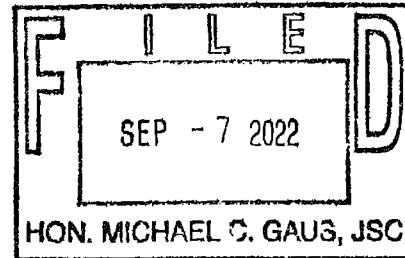
Low income tax credit developments may increase based on the low income tax credit regulations

**** 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.

Note: Since the Regional Income Limits for Regions 4, 5, and 6 in 2020 were higher than the 2021 calculations, the 2020 income limits will remain in force for 2021 (as previously required by N.J.A.C. 5:97-9.2(c)).

APPENDIX C

MURPHY McKEON, P.C.
 51 Route 23 South, P.O. Box 70
 Riverdale, New Jersey 07457
 (973) 835-0100
 Attorneys for Township of Roxbury, Plaintiff/Petitioner
 By: Robert H. Oostdyk, Jr. [021961989]



IN THE MATTER OF THE APPLICATION	:	SUPERIOR COURT OF NEW JERSEY
OF THE TOWNSHIP OF ROXBURY, a	:	LAW DIVISION: MORRIS COUNTY
municipal corporation of the State of New Jersey,	:	
	:	DOCKET NO. MRS-L-1763-15
	:	
Plaintiff/Petitioner.	:	<u>Civil Action</u>
	:	
	:	FINAL JUDGMENT OF COMPLIANCE
	:	AND REPOSE

THIS MATTER having come before the Court on the application of the Petitioner Township of Roxbury ("Municipality") (Robert H. Oostdyk, Jr., Esq. appearing); and Interested Party Fair Share Housing Center ("FSHC") (Rachel Lokken, Esq. appearing), for an Amended Fairness and Final Judgment of Compliance and Repose and the Court having previously conducted the Fairness and Preliminary Compliance Hearing and entered an Order on Fairness and Preliminary Compliance on August 28, 2020 and a Judgment of Compliance and Repose (Conditional) on July 15, 2021; and the Court having held an Amended Fairness and Final Compliance Hearing pursuant to and in accordance with East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) ("East/West Venture"); and sufficient notice of this hearing having been given in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV") and Morris County Fair Housing Council Housing v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) ("Morris County Fair Housing"); and the Court having considered the Amended Settlement Agreement dated May 24, 2022 (the "Settlement Agreement") entered into between the Municipality and FSHC, the Municipality's Amended Fair Share Plan referenced

therein and other exhibits presented by the Municipality in support thereof; and heard the testimony of witnesses including the Court appointed Special Master Brian M. Slaugh, PP, AICP, and after having reviewed the materials provided and noting that no objections to the relief sought were submitted, nor did any objectors or other third parties appear before this Court at the hearing; and for good cause shown

It is on this 7th day of September, 2022, **ORDERED AND ADJUDGED** as follows:

1. The Court finds that adequate notice of this hearing was provided in accordance with Mount Laurel IV and Morris County Fair Housing; and

2. The Court finds that the Amended Settlement Agreement between the Municipality and FSHC is fair and adequately protects the interests of low- and moderate-income persons within the Municipality's housing region based upon the criteria set forth in East/West Venture for approving a settlement of Mount Laurel litigation; and

3. The Court finds that the Municipality's Amended Fair Share Plan is facially constitutionally compliant and provides a fair and reasonable opportunity for the Municipality to meet its obligation under Mount Laurel IV; and

4. The Court finds that the Municipality has complied with Amended Settlement Agreement subject to the Municipality complying with the following conditions set forth in the reports of Special Master Brian M. Slaugh, PP, AICP dated May 7, 2021, and August 24, 2022 as clarified during the proceedings on August 26, 2022:

i. The Municipality is relying on 8 credits from Supportive and Special Needs Housing. It shall supplement the letter of interest from NewBridge Services for a four-unit group home on the municipal property located on Landing Road with a contract within one hundred twenty (120) days of the date of this Judgment. It shall also obtain a deed restriction for the existing four units created at the Tender Care group home within one hundred twenty (120) days of the issuance of this Judgment.

ii. The Municipality shall enter into an agreement with Morris Habitat for Humanity for the development of the Kingtown site within one hundred eighty (180) days of this Judgment or shall authorize bids for an RFP for the development of the site with an alternate developer.

iii. the Municipality shall file the application for a Water Quality Management Plan amendments with NJDEP as set forth in the Settlement Agreement and obtain approval by December 31, 2023 and shall simultaneously prepare a contingency plan with site alternates in the event approval is not obtained by the date.

iv. the Municipality shall facilitate an agreement with the owner of the Cabel property for its redevelopment into a for-sale project in partnership with Habitat for Humanity. The agreement is to include a construction schedule that is completed by the end of the Third Round and the Construction must start within two years of the settlement, being no later than May 24, 2024.

v. the Municipality shall comply with the ongoing reporting requirements as provided for in the Settlement Agreement.

5. The Municipality's Housing Element and Fair Share Plan ("HEFSP") as well as its Spending Plan are hereby approved, and the Municipality is granted a Third Round Judgment of Compliance and Repose subject to compliance with the conditions pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*), applicable regulations of the Council on Affordable Housing ("COAH") and Mount Laurel case law, including the New Jersey Supreme Court's decision in Mount Laurel IV.

6. The Municipality's Judgment of Compliance and Repose, subject to conditions being complied with, shall remain in effect for ten (10) years, commencing July 1, 2015 and ending July 1, 2025, during which the Township will have immunity and repose from any and all Mount Laurel lawsuits, including "builder's remedy" lawsuits, constitutional compliance actions and any other lawsuit brought under Mount Laurel principles.

7. The oral opinions of this Court, issued on June 24, 2020, May 14, 2021, and August 26, 2022 be and the same are hereby incorporated herein as if set forth at length.

8. The Court retains jurisdiction for the limited purpose of enforcing this Judgment including the enforcement of the terms and conditions of this Judgment and of the Amended Settlement Agreements entered into between the Municipality and FSHC (Exhibit T-32 in evidence). Any failure to implement the HEFSP or comply with the terms and conditions of the Settlement Agreement may be enforced through the filing of a motion to enforce litigant's rights with this Court.

9. A copy of the within Judgment shall be served on all parties within 10 days from the date of entry of this Judgment.



Hon. Michael C. Gaus, J.S.C

APPENDIX D

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF ROXBURY, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING THE AH-12 INCLUSIONARY AFFORDABLE HOUSING ZONE AMENDING CHAPTER 13, LAND DEVELOPMENT, ARTICLE VII ZONING REGULATIONS, TO ADDRESS ROXBURY TOWNSHIP'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Roxbury (the "Township") filed a Declaratory Judgment Action in the Superior Court of New Jersey, Morris County, captioned IMO Township of Roxbury, Docket No. MRS-L-1763-15 (the "Declaratory Judgment Action"), in furtherance of the Supreme Court's March 10, 2015, decision In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

WHEREAS, following the entry of a Settlement Agreement with Fair Share Housing Center on March 20, 2020 (the "Settlement Agreement") which was amended on April 2022 (the "amended Settlement Agreement") the Court entered a Final Judgment of Compliance and Release on August 26, 2022; and

WHEREAS, following the entry of Judgment it was necessary for Roxbury Township to identify new properties to address the loss of previously approved affordable housing sites, to provide a realistic development opportunity to address the Township's mandatory affordable housing obligation and goal of producing affordable housing stated in the adopted Housing Element and Fair Share Plan; and

WHEREAS, Roxbury Township has identified Block 5001, Lot 1, located on 225 Righter Road, to be appropriate for development of inclusionary residential development in the Township and possess sufficient land area to accommodate inclusionary zoning with a 20% affordable housing set-aside, to address the Township's Third Round affordable housing obligation; and

WHEREAS, the zoning amendments herein support residential inclusionary development consistent with the Settlement Agreement, Final Judgment, and the Township's Housing Element and Fair Share Plan by providing a replacement site to supplement the Township's Plan.

NOW THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Roxbury, County of Morris as follows:

Section 1. Article VII §13-7.4, entitled "Zoning Districts" and §13-7.5 entitled "Zoning Map" are hereby amended to include the following additional one (1) zone designation, "Affordable Housing Residence District AH-13" as indicated on Exhibit 1, and rezoning Block 5001, Lot 1 to "Affordable Housing Residence District AH-13".

APPENDIX D

Section 2. Article VII §13-7, entitled “Zoning Regulation”, of the Code of the Township of Roxbury is hereby amended and supplemented, as follows:

§ 13-7.18K AH-12 Affordable Housing Residential District.

§ 13-7.18K01 Principal Permitted Use.

The AH-13 Affordable Housing Residence District is established and designed to encourage the development of low- and moderate-income housing through provisions for set aside units to meet this need and the Township's affordable housing obligation under the Mt. Laurel II decision of the New Jersey Supreme Court.

This zone is designed for and permits the construction of a mixed residential development to include townhouses and/or stacked condominium units and multifamily units at a density not to exceed ten (10) units per acre, with a 20% affordable housing set aside for very-low, low-and moderate-income housing on a comprehensively designed residential neighborhood basis.

§ 13-7.18K02 Required Conditions.

The following requirements must be complied with in the AH-13 Affordable Housing Residence District.

- A. Intensity of Development. The intensity of development shall be limited to a maximum density of ten (10) units per acre.
- B. Set aside Provisions. A set aside of twenty (20) percent of the dwelling units are to be occupied by low- and moderate-income families pursuant to all the requirements set forth in Section 13-7.826, Low- and Moderate-Income Housing, Uniform Housing Affordability Controls (UHAC), and all other applicable provisions of this chapter. All affordable housing units are subject to a 30-year deed restriction for affordability. Applicant shall be responsible for the administration, monitoring and compliance of the project's affordable housing in accordance with applicable statutes and regulations, and shall provide copies of all relevant documents to the Township. The construction of affordable units will be phased in accordance with COAH regulations. The exterior building facades of affordable units shall be substantially similar to market rate units, such that it will not be apparent when driving through the development which units are market rate and which units are moderate and low income.
- C. Setback on Existing Roads. A minimum building setback distance or front yard of forty (40) feet and parking lot setback of 25 feet shall be provided on all existing roads.

APPENDIX D

- D. **Boundary Line Setback.** No building or structure shall be erected closer than forty (40) feet to a residentially zoned property line and 25 feet from a non-residentially zoned property line. A buffer area of at least twenty-five (25) feet in width shall be maintained along the AH-13 boundary. This buffer area shall be kept in its natural state where wooded and, when natural vegetation is sparse or nonexistent, the Planning Board may require the provision of a natural visual screen. Within the buffer area, no principal or accessory structure, nor any off-street parking, stormwater basins or other uses shall be permitted. Utility easements and streets may be permitted by the Planning Board within the buffer area to ensure continuity of development with adjoining properties. Said buffer area may be included for purposes of computing required open space within the AH-13 Zone. The buffer area may be reduced or eliminated by the Planning Board where the development within the AH-13 Zone is consistent or compatible with adjoining uses.
- E. **Impervious Coverage.** The maximum impervious coverage for the site under this zoning shall be sixty (60%) percent.
- F. **Street Widths.** The right-of-way and pavement widths of interior roads serving development in the AH-13 Zone shall be determined from sound planning and engineering standards in conformity to the estimated needs of the full development proposed and the traffic to be generated thereby and shall be adequate and sufficient in size, location and design to accommodate the maximum traffic needs including access for firefighting, police and other emergency vehicles. In any event, pavement widths of interior roads shall be not less than twenty-four (24) feet and the widths of sidewalks shall be not less than four (4) feet. Dedicated streets shall conform to Township specifications.
- G. **Sidewalks.** Sidewalks will be constructed to have a minimum of four (4) foot width.
- H. **Height.** No building shall exceed a maximum of three (3) stories or forty (40) feet in height.
- I. **Distance Between Structures.** No residential structure, no additions thereto nor any structures accessory thereto shall be erected closer than thirty (30) feet to another structure.
- J. **Residential Structures.** A dwelling structure shall not exceed a length of 200 feet. No dwelling structure shall have more than three (3) continuous attached dwelling units with the same setback, and variations in setback shall be at least two (2) feet. Variations shall also be achieved by the type of roof, including the height of eaves and peaks and by architectural treatment of the building facade. Facades shall include a stone or brick base, vertical elements and accents along with window trim and building molding. Balconies and patios are encouraged. Building plans and elevations shall accompany the application and shall show a

APPENDIX D

variation in design of units and structure sufficient to satisfy the intent of this provision.

- K. Utilities and Services. The developer shall furnish as a condition precedent to action by the Planning Board, an acceptable public water supply and sanitary sewer facilities based upon written agreements and written approval of appropriate Township and State authorities. The developer shall provide for all necessary storm drainage facilities, road access, paved service streets, off-street parking facilities, lighting and fire protection systems, making reasonable provision for service connections with adjoining properties in other ownership.
- L. Off-Street Parking Requirements. Within any development in the AH-13 Zone, there shall be provided conveniently located off-street parking facilities for all buildings as set forth in Section 13-8.701.
- M. Common Open Space Requirements. At least twenty-five (25) percent of the total land area of a development within the AH-13 Zone shall be devoted to common open space as herein defined. Said open space may be developed with active and passive recreational facilities or may remain undeveloped. These common open spaces, where not developed as provided herein, shall be kept in their natural state where wooded and, where natural vegetation is sparse or non-existent, the Planning Board may require the provision for reasonable landscaping of these areas.
- N. Identification Signs. Notwithstanding Section 13-8.9, there may be entrance monuments with signs constructed at the major point(s) of access to the community. Each sign shall be no larger than thirty (30) square feet, shall not exceed seven (7) feet in height, and shall not obstruct sight triangles. To the greatest extent possible these entrance signs and monuments shall be in keeping with the architectural theme of the development, subject to the review and approval of the Planning Board. Signs may be illuminated using low wattage (75 watts or less) flood lights which are downward facing and not create light trespass to adjoining properties.
- O. Ownership and Maintenance of Common Open Space. The landowner may provide for and establish an organization for the ownership and maintenance of any common open space and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space, or by dedicating the same to the Township, only if the Township agrees to accept such dedication.
- P. Protection of Open Spaces. All open spaces between structures shall be protected where necessary by fully recorded covenants running with the land, conveyances or dedications.

APPENDIX D

- Q. Community Amenities such as recreation, open space, dog park, playground, meeting rooms, work out rooms, parcel delivery/pick up rooms, bicycle storage, billiards, etc, shall be maintained by the Project Owners. Both the market rate unit residents and the affordable unit residents shall have access to all community amenities and affordable unit residents will not be assessed additional fees, beyond the base rent, for use of any of the community amenities.
- R. Affordable Housing Residential Units. All affordable housing residential units shall be provided with heating and air conditioning units, refrigerator, stove, oven, microwave, washing machine and dryer. Parking shall be provided per Code at no extra charge.

Section 3. This ordinance may be renumbered for codification purposes.

Section 4. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

Section 5. The Township Clerk is hereby directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Morris County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Morris County Planning Board as required by N.J.S.A. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. This Ordinance shall take effect upon passage and publication as provided by law.

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NOTICE IS HEREBY GIVEN, that the foregoing Ordinance was introduced in writing at a meeting of the Township Council of the Township of Roxbury, County of Morris and State of New Jersey, held on the ____ day of ____, 2025, introduced and read by title and passed on the first reading and that the said Governing Body will further consider the same for second reading and final passage thereon at a meeting to be held on the ____th day of ____, 2025, at 7:30 p.m., prevailing time, at the Municipal Building in said Township, at which time and place a public hearing will be held thereon by the Governing Body and all persons and citizens in interest shall have an opportunity to be heard concerning same.

INTRODUCED:

ADOPTED:

Attest:

Amy Rhead, Township Clerk

DRAFT

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ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF ROXBURY, COUNTY OF MORRIS, STATE OF NEW JERSEY ESTABLISHING THE AH-13 INCLUSIONARY AFFORDABLE HOUSING ZONE AMENDING CHAPTER 13, LAND DEVELOPMENT, ARTICLE VII ZONING REGULATIONS, TO ADDRESS ROXBURY TOWNSHIP'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Roxbury (the "Township") filed a Declaratory Judgment Action in the Superior Court of New Jersey, Morris County, captioned IMO Township of Roxbury, Docket No. MRS-L-1763-15 (the "Declaratory Judgment Action"), in furtherance of the Supreme Court's March 10, 2015, decision In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

WHEREAS, following the entry of a Settlement Agreement with Fair Share Housing Center on March 20, 2020 (the "Settlement Agreement") which was amended on April 2022 (the "amended Settlement Agreement") the Court entered a Final Judgment of Compliance and Repose on August 26, 2022; and

WHEREAS, following the entry of Judgment it was necessary for Roxbury Township to identify new properties to address the loss of previously approved affordable housing sites, to provide a realistic development opportunity to address the Township's mandatory affordable housing obligation and goal of producing affordable housing stated in the adopted Housing Element and Fair Share Plan; and

WHEREAS, Roxbury Township has identified Block 6601, Lot 13, located on 5 Howard Boulevard, to be appropriate for development of inclusionary residential development in the Township and possess sufficient land area to accommodate inclusionary zoning with a 20% affordable housing set-aside, to address the Township's Third Round affordable housing obligation; and

WHEREAS, the zoning amendments herein support residential inclusionary development consistent with the Settlement Agreement, Final Judgment, and the Township's Housing Element and Fair Share Plan by providing a replacement site to supplement the Township's Plan.

NOW THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Roxbury, County of Morris as follows:

Section 1. Article VII §13-7.4, entitled "Zoning Districts" and §13-7.5 entitled "Zoning Map" are hereby amended to include the following one (1) zone designation, "Affordable Housing Residence District AH-13" as indicated on Exhibit 1, and listed as:

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Block 6601, Lot 33.01

Section 2. Article VII §13-7, entitled “Zoning Regulation”, of the Code of the Township of Roxbury is hereby amended and supplemented, as follows:

§ 13-7.18L AH-13 Affordable Housing Residential District.

§ 13-7.18L01 Principal Permitted Use.

The AH-13 Affordable Housing Residence District is established and designed to encourage the development of very low, low- and moderate-income housing through provisions for set aside units to meet this need and the Township's affordable housing obligation under the Mt. Laurel II decision of the New Jersey Supreme Court. The AH-13 includes unique properties where permitting higher density residential development will further the objectives of the Roxbury Master Plan to provide for affordable housing opportunities throughout the Township.

The AH-13 zone included properties containing unique characteristics where an increased density will encourage residential development and redevelopment more in character with the surrounding area. The zone permits apartment complexes at a gross density of ten (10) units per acre with a 20 percent affordable housing set aside on Block 6601, lot 33.01, for low- and moderate-income housing to be provided.

Permitted principal uses include apartment complexes.

§ 13-7.18L02 Required Conditions.

The following requirements must be complied with in the AH-13 Affordable Housing Residence District.

- A. Intensity of Development. The intensity of development shall be limited to a density of ten (10) units per acre.
- B. Setaside Provisions. A set aside of twenty (20) percent of the dwelling units to be occupied by low- and moderate-income families pursuant to all the requirements set forth in Section 13-7.826, Low and Moderate Income Housing, Uniform Housing Affordability Controls (UHAC), and all other applicable provisions of this chapter. All affordable housing units are subject to a 30-year deed restriction for affordability. Applicant shall be responsible for the administration, monitoring and compliance of the project's affordable housing in accordance with applicable statutes and regulations, and shall provide copies of all relevant documents to the Township. The construction of affordable units will be phased in accordance with COAH regulations. The exterior building facades of affordable units shall be substantially similar to market rate units, such that it will not be apparent when driving through the development which units are market rate and which units are moderate and low income.

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- C. Setback on Existing Roads. A minimum building setback distance or front yard of fifty (50) feet and parking lot setback of twenty-five (25) feet shall be provided along Howard Boulevard.
- D. Boundary Line Setback. Boundary Line Setback. No building or structure shall be erected closer than fifty (50) feet to a residentially zoned property line and 25 feet from a non-residentially zoned property line. A buffer area of at least twenty-five (25) feet in width shall be maintained along the AH-13 boundary. This buffer area shall be kept in its natural state where wooded and, when natural vegetation is sparse or nonexistent, the Planning Board may require the provision of a natural visual screen. Within the buffer area, no principal or accessory structure, nor any off-street parking, stormwater basins or other uses shall be permitted. Utility easements and streets may be permitted by the Planning Board within the buffer area to ensure continuity of development with adjoining properties. Said buffer area may be included for purposes of computing required open space within the AH-13 Zone. The buffer area may be reduced or eliminated by the Planning Board where the development within the AH-13 Zone is consistent or compatible with adjoining uses.
- E. Impervious Coverage. The maximum impervious coverage for the site under this zoning shall be sixty (60%) percent.
- F. Street Setback on Interior Roads. No building or structure shall be erected within twenty-five (25) feet of the right-of-way or curb of any interior or private street or road.
- G. Street Widths. The right-of-way and pavement widths of interior roads serving development in the AH-13 Zone shall be determined from sound planning and engineering standards in conformity to the estimated needs of the full development proposed and the traffic to be generated thereby and shall be adequate and sufficient in size, location and design to accommodate the maximum traffic needs including access for firefighting, police and other emergency vehicles. In any event, pavement widths of interior roads shall be not less than twenty-four (24) feet and the widths of sidewalks shall be not less than four (4) feet. Dedicated streets shall conform to Township specifications.
- H. Sidewalks. Sidewalks will be constructed to have a minimum of four (4) foot width.
- I. Height. No building shall exceed a maximum of three (3) stories nor forty (40) feet in height.
- J. Distance Between Structures. No residential structure and no additions thereto shall be erected closer than thirty (30) feet to another structure, with the exception

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of accessory structures, and residential side building wall to side building wall where a minimum setback of twenty-five (25) feet is required.

- K. Structures. No building shall exceed a length of 230 feet. No building shall have more than three (3) continuous attached dwelling units with the same setback, and variations in setback shall be at least four (4) feet. Variations shall also be achieved by the type of roof, including the height of eaves and peaks and by architectural treatment of the building façade. Facades shall include a stone or brick base, vertical elements and accents along with window trim and building molding. Balconies and patios are encouraged. Building plans and elevations shall accompany the application and shall show a variation in design of units and structure sufficient to satisfy the intent of this provision.
- L. Utilities and Services. The developer shall furnish as a condition precedent to action by the Planning Board, an acceptable public water supply and sanitary sewer facilities based upon written agreements and written approval of appropriate Township and State authorities. The developer shall provide for all necessary storm drainage facilities, road access, paved service streets, off-street parking facilities, lighting and fire protection systems, making reasonable provision for service connections with adjoining properties in other ownership.
- M. Off-Street Parking Requirements. Within any development in the AH-13 Zone, there shall be provided conveniently located off-street parking facilities for all buildings as set forth in Section 13-8.701. A minimum distance of 12-foot between buildings and parking areas shall be provided.
- N. Common Open Space Requirements. Open space areas shall be provided and may be developed with active and passive recreational facilities or may remain undeveloped, but provided with walking/bicycle paths. These common open spaces, where not developed as provided herein, shall be kept in their natural state.
- O. Recreation. Any recreational areas for the use of the owners or occupants of the development or the Township at large must be identified in accordance with a plan specifying the types of improvements, which plan shall be furnished by the developer at the time of application and approved by the Planning Board.
- P. Identification Signs. Notwithstanding Section 13-8.9, there may be entrance monuments with signs constructed at the major point(s) of access to the community. Each sign shall be no larger than thirty (30) square feet, shall not exceed seven (7) feet in height, and shall not obstruct sight triangles. To the greatest extent possible these entrance signs and monuments shall be in keeping with the architectural theme of the development, subject to the review and approval of the Planning Board. Signs may be illuminated using low wattage (75 watts or less) flood lights which are downward facing and not create light trespass to adjoining properties.